

## **COUNCIL AGENDA**

# Monday, December 18, 2023 – 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, December 4, 2023 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
  - Text program to inform residents
- VII. Reports
- Standing Council Committees
  - a) Finance Committee
  - b) Public Works Committee
  - c) Special Committees
- Village Manager's Report
- Police Report
- Finance Director's Report
- Law Directors Report
- VIII. New Business:

#### Reading of Ordinances and Resolutions:

## First Reading of Ordinances and Resolutions:

#### **ORDINANCE NO. 2023 - 060**

IMPOSING A MORATORIUM FOR A PERIOD OF 360 DAYS ON THE GRANTING OF ANY PERMIT ALLOWING ADULT USE CANNABIS OPERATORS WITHIN THE VILLAGE OF WAYNESVILLE, OHIO AND DECLARING AN EMERGENCY

### **Second Reading of Ordinances and Resolutions:**

#### **ORDINANCE NO. 2023-057**

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

#### **ORDINANCE NO. 2023-058**

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

#### **ORDINANCE NO. 2023-059**

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:

- IX. Executive Session
- X. Adjournment

Next Regular Council Meeting:

January 2, 2023 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee, January 2, 2024 @ 6:00 p.m.

Parks and Rec Committee Meeting, December 18, 2023 @ 6:00 p.m. Canceled Finance Meeting, December 21, 2023 @ 5:00 p.m.

## Village of Waynesville Council Meeting Minutes December 4, 2023 at 7:00 pm

Present: Mr. Brian Blankenship Mr. Chris Colvin Ms. Joette Dedden Mr. Zack Gallagher Mayor Earl Isaacs Mr. Troy Lauffer Mrs. Connie Miller
Village Staff Present: Jeff Forbes, Law Director; Chief Gary Copeland, Village Manager and Safety Director; Jamie Morley, Clerk of Council
CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, December 4, 2023.
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Mayor Isaacs called the meeting to order at 7:00 p.m.
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Mayor Acknowledgments
It looked like everyone enjoyed themselves at Christmas in the Village this weekend.
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<u>Disposition of Previous Minutes</u>
Ms. Dedden motioned to approve the Council minutes as corrected for the November 20, 2023  Council meeting, and Mr. Gallagher seconded the motion.  Motion – Dedden  Second – Gallagher
Roll Call – 7 yeas
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## **Public Recognition/Visitor's Comments**

Mr. Colvin stated that WMA was on the agenda to speak to the Council about creating a new committee to help decorate Main Street. However, no one was present at this time. Mr. Colvin

stated that MOMS (Maintaining Old Main Street) was created for the purpose of collaborating between the Village, the Chamber, and the merchants. He believes this committee would serve the purpose WMA was proposing. He will see about coordinating to have a meeting first of the year.

Chief Copeland introduced Chase Kirby as the proposed replacement for the current prosecutor of Mayor's Court. Mr. Webb is resigning at the end of the year and has suggested Mr. Kirby as his replacement. Mr. Kirby approached Council to introduce himself. He said he graduated from Springboro High School and obtained his undergraduate degree from Ohio State and a law degree from the University of Dayton. Mr. Kirby further explained that he currently works with Mr. Webb and Magistrate Kauffman and was looking forward to working with the Village of Waynesville as the prosecutor for the Mayor's Court.

#### **Old Business**

Mr. Gallagher presented the Nominating Committee's suggestions for Council members to serve on certain Committees.

Mr. Colvin motioned to accept the Nominating Committee's recommendations of Council members to committees, and Ms. Dedden seconded the motion.

Motion – Colvin Second – Dedden

Roll Call - 7 yeas

Ms. Morley stated she is still waiting to receive a quote from Nixel, a texting service similar to Textmygov. This service will likely cost approximately 3K a year with a three-year contract. She also said that she spoke with Textmygov about a one-year contract, and they said that they could do that, but the Village would not receive the discount and would pay \$3,800 for a year versus 3,000 a year with a two-year contract. Ms. Morley asked the Council for guidance as previously they had indicated that this was more than they would like to spend and did not want to commit to an extended contract. Ms. Dedden stated that she does not like the price and feels that the Village is transparent enough by posting on Facebook, the Village website, and the sign in front of the government building. She also does not feel residents would utilize the texting service enough to justify the cost. Mr. Lauffer stated he liked the idea and thought it would be a great way to reach more residents. Mr. Colvin added he would like Ms. Morley to continue collecting quotes, and then the Council can decide once all the information is presented. Ms. Morley stated she would continue to collect quotes and leave this item under old business for the next meeting.

## Public Recognition/Visitor's Comments (Continued)

Charolette Bryan, 3118 Lytle, introduced herself to Council as a member of WMA. She would like to see about putting together a committee to decorate Main Street. Mr. Colvin stated that the

MOMS (Maintaining Old Main Street) Committee's primary purpose is for the Chamber, WMA, and the Village to work together and feels this is the best way to move forward with Ms. Bryan's request. He elaborated that since Rick Whittaker retired, the MOMS Committee has not had any meetings. Mr. Colvin said the light posts are the property of the Village, and decorating these would require a signed waiver. He recommended that MOMS meet after the first of the year, and he will ensure WMA is invited. Ms. Bryan thanked the Colvin family for decorating Main Street for Christmas and looks forward to collaborating with the Village.

#### Reports

#### **Finance**

Finance will meet on December 21, 2023, at 5:00 p.m. Everyone is invited to attend.

#### **Public Works Report**

The Public Works Committee met this evening and discussed grants. The next Public Works meeting is on Tuesday, January 2, at 6:00 p.m. Anyone with any questions or interest in the infrastructure is invited to attend.

### **Special Committee Reports**

The Parks and Rec Committee is scheduled to meet on December 18, 2023, at 6:00 p.m. However, Chief Copeland reported that a collaboration with the YMCA is not financially responsible as they require the Village to provide the building and land to the YMCA, which will take possession of it and run the business. The Village does not have the funds or property to do this. Chief Copeland also reported that there has been no further information on the park that the library is trying to establish. Mr. Colvin said he would inform committee members and cancel the meeting because there was no movement on the issues.

## Village Manager Report

- The Village is participating in the Marine Corp. Toys for Tots program. If anyone wants to drop off new toys for less fortunate children, there are boxes in the foyer.
- The Village qualified for the 2024 OPWC Grant to fund 79% of the Franklin Phase II project. This is a 1.2-million-dollar project, and the Village will only be responsible for financing 21%. This project will replace water and storm lines and repave Franklin from Old Stage Road to Lytle.
- Applied for a water/wastewater grant under HB 168 to fund the replacement of waterlines along Fourth Street between High

- and Franklin. This is the same grant the Village received, \$500K, to help fund the Third Street project.
- KT Holden is moving to the next section to replace the water and storm lines. They will be between Third Street and Old Stage. Once they finish each section, they fill the holes with cement and will return in the spring to repave Franklin from Route 42 to Old Stage.
- Met with Michael Spicer from Moody's to review the Well 10 project. After the 24-hour production test, the well is projected to produce 250 GPM. On December 10<sup>th</sup>, Moody's plans to do a prima cord explosion to open the well more and hopefully bring production up to 460 GPM. The prima cord explosion is a percussion-type explosion. Once it is done, they will vacuum up the debris and replace the screens. This was part of the quote and will not cost the Village more. The samples from the well came back great. Moody's hopes to have the well in production by the end of January.
- The Third Street project should begin after the New Year. The Village pledged to cover 41% of the project. However, the additional \$500K from the HB 168 Water/Wastewater Grant should cover the Village's portion. Unfortunately, the project will cause some traffic and parking issues, but it is much needed.
- A copy of the Warren County lining of sanitary lines throughout the Village has been provided.
- Backflow testing has been completed, and a report has been provided to the OEPA.
- Leaf pick up is to end Friday, so the Street Department can start to get ready for snow season.

## **Police Report**

- November Calls for Service and Mayor's Court Month End Report have been provided. The Code Enforcement Report has also been provided for review.
- Ordinance on tonight's agenda to hire Chase Kirby as the replacement prosecutor for Mark Webb. His resume has been provided. Mr. Kirby has filled in for Mr. Webb several times, and both the magistrate and Mr. Webb recommend him for the position.
- Provided a copy of the Miami Valley Regional Crime Lab renewal. They process evidence for the Police Department.
- Wayne Local Schools had their annual evacuation drill. It went well and helped point to areas that need improvement.

Mr. Gallagher wanted to clarify that between PY 38 and HB 68 grants, the Village will have received 1.9 million in grants. Chief Copeland agreed with Mr. Gallagher's assessment and

stated his goal is to replace all the water lines in the older section of town, doing Fourth, Fifth, and Sixth Streets next. He believes in being proactive. Mr. Lauffer asked why it is so important to change these lines. Chief Copeland responded that the older the line, the greater the possibility of lead service lines. Furthermore, sediment has built up within these lines over the years. The OEPA is putting more pressure on municipalities to document and change these lines. The Village will change out the service line to the meter pit. The Village is responsible for informing the homeowner if lead lines are beyond the meter. Still, the homeowner is responsible for replacing the line from the meter to the house.

Mr. Lauffer asked how many wells were needed to support the Village's water system. Chief Copeland explained that you never know when a well will stop producing. Currently, the Village is operating on Wells 6,7 and 8. All are pulling from a decent vein that provides good, clean water. But Well 6 was cavitating two summers ago. Well 10 should pull from a different vein closer to the Miami Valley River. This should put the Village in a good position if one of the older wells stops producing.

Mayor Isaacs stated he has been on the Council for 20-plus years and believes this is the best Council he has worked with. He feels the Council members genuinely care about the community and do what is best for the Village. He also added that he believes the current Village Manager is the best. He has replaced waterlines and accomplished projects that have been ignored for too long. Mayor Isaacs stated he is very thankful for the current Council and staff.

Mr. Colvin asked Chief Copeland when the School Resource Officer contract would need to be renewed. Chief Copeland responded that this must be addressed by the end of the school year as the contract expires. It was asked if Officer Mermann directed the school evacuation drill. Chief Copeland responded that he did not. He was there to support the effort and give input on improvement. Mr. Colvin further asked if there had been any issues concerning the ordinance changing the code concerning school grounds. Chief Copeland responded that there had been no issues.

### **Financial Director Report**

- The audit for 2021 and 2022 is still ongoing.
- Plan to codify the ordinances at the beginning of next year, as there have been changes to the charter and codes.
- Ordinances 2023-055 and 2023-056 will need to be passed as an emergency to transfer funds to the Police Levy Fund. Of the \$200,000 being moved from the General Fund to the Police Levy Fund, \$100,000 is from the contingency line item.

## Law Report

- Issue 2 passed at the November election, and adult recreational use of marijuana will become legal on December 7, 2023. It has been hard to make recommendations to municipalities as the State Legislature has proposed amendments to the law passed at the ballot. It is unknown whether those amendments

will be passed before the law goes into effect on December 7. Some of the proposed changes have to do with reducing the allowable amount of marijuana to 1 oz. versus the original amount of 2.5 oz. They are also considering reducing the number of plants allowed to be grown at home to 6 instead of 6 plants per adult, with a maximum of 12 plants. Because the bill is fluid and not sure how the final law will stand concerning adult-use cannabis, Council may want to consider passing a moratorium like the one passed when medical marijuana became legal. The moratorium would only control the dispensing and selling of recreational marijuana, not against personal use. The intent of issue 2 was for marijuana to be treated as alcohol. Once the law is finalized, Council can consider amending zoning laws as they did with medical marijuana. An ordinance could be presented at the next Council meeting for a moratorium.

layor Isaacs requested a quick recess at 8:13 p.m., and the Council resumed the meeting a	ıt 8:15
.m.	
lew Business	
None	
$\dots$	

## Legislation

#### First Reading of Ordinances and Resolutions

#### **Ordinance No. 2023-055**

An Ordinance Authorizing the Transfer of Money from the General Fund (1000) to the Police Levy Fund (2901), Authorizing the Use of Contingency Funds, and Declaring an Emergency

Mrs. Miller motioned to waive the two-reading rule for Ordinance 2023-055 and Mr. Blankenship seconded the motion.

Motion – Miller Second – Blakenship

#### Roll Call – 7 yeas

Ms. Dedden stated that since the Police Levy replacement did not pass, the police officers' salaries will need to be paid out of the General Fund and the Police Levy Fund. The ordinance will move 200K, including 100K, out of contingencies to the Police Levy to cover payroll. The

Police Levy Fund is drained and cannot support the police payroll alone without supplementation.

Mr. Lauffer motioned to adopt Ordinance 2023-055 as an emergency and Mr. Colvin seconded the motion.

Motion – Lauffer Second – Colvin

#### Roll Call – 7 yeas

#### Resolution No. 2023-056

A Resolution Amending the Appropriations for the Village of Waynesville for Calendar Year 2023 and Declaring an Emergency (Amendment #2)

Mr. Gallagher motioned to waive the two-reading rule for Resolution 2023-056 and Mr. Colvin seconded the motion.

Motion – Gallagher Second – Colvin

#### Roll Call - 7 yeas

Mr. Gallagher motioned to adopt Resolution 2023-056 as an emergency and Mr. Colvin seconded the motion.

Motion – Gallagher Second – Colvin

#### Roll Call – 7 yeas

#### **Ordinance No. 2023-057**

Authorizing the Mayor to Execute an Amendment to the Employment Agreement with Gary L. Copeland and Declaring an Emergency

Mr. Colvin made a motion to amend Ordinance 2023-057 to fill in the blank in Section 2 to read \$152,250.00, and Mr. Gallagher seconded the motion.

Motion – Colvin Second – Gallagher

#### Roll Call – 7 yeas

Mr. Colvin motioned to have the first reading for Ordinance 2023-057, and Mr. Gallagher seconded the motion.

Motion – Colvin Second – Gallagher

#### Roll Call - 7 yeas

#### **Ordinance No. 2023-058**

An Ordinance Establishing Certain Positions and Amending the Base Pay Rates and Ranges of Village of Waynesville Employees and Declaring an Emergency

the motion.	eading for Ordinance 2023-058, and Mrs. Miller seconded  Motion – Dedden
Roll Call – 7 yeas	Second – Miller
<u> </u>	Manager to Enter into a Contract with Chase Kirby for of Waynesville and Declaring an Emergency
Ms. Dedden motioned for the first re seconded the motion.	ading for Ordinance 2023-059, and Mr. Blankenship
	Motion – Dedden Second – Blankenship
Roll Call – 7 yeas	<b>.</b>
Second Reading of Ordinances and	d Resolutions
None	
***************************************	
Tabled Ordinances and Resolution	<u>ıs</u>
None	
	***************************************
<b>Executive Session</b>	
None	
	***************************************
All were in favor of adjourning at 8:3	66 pm.
Date:	

Jamie Morley, Clerk of Council

# TextMyGov

TextMyGov P.O. Box 3784 Logan, Utah 84323 435-787-7222

## Partnership Proposal

## Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly.

The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

## TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



#### Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



#### Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.





## **Boost Website Traffic**

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



#### Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



#### Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

## **Implementation**

### **Getting Started**

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

## Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

#### Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

## Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

## Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:

Waynesville 1400 Lytle Road, Waynesville, OH 45068, USA Jamie Morley Prepared by: Trey Riser Account Executive P.O. Box 3784 Logan, UT 84323

Package	Package Price	Billing
TextMyGov	\$3,800	Annual
Package includes:	\$3,000	
<ul> <li>TextMyGov Web-Based Software</li> </ul>		
<ul> <li>Local Phone Number</li> </ul>		
<ul> <li>Short Code Number (for outgoing messages)</li> </ul>		
<ul> <li>Unlimited Users</li> </ul>		
<ul> <li>Unlimited Departments</li> </ul>		
<ul> <li>Unlimited Support for Every User</li> </ul>		
<ul> <li>10 GB Managed online data storage</li> </ul>		
• 25,000 Text Messages per year		
The man of the second s		
Implementation/Setup Fee	<del>\$1,900</del>	One Time
	\$1,500	
Total (First Year):	<del>\$5,700</del>	First Year
	4,500	
Total (Ongoing):	\$3,800	Annual
	\$3,000	

#### Notes:

- 1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
- 2. After the initial two-year contract, the agreement will revert to a year to year.

- 3. Customer is required to put TextMyGov widget on the Agency's Web Home page.
- 4. This agreement and pricing were provided at the customer's request and are good until 12/8/2023.
- 5. Customer is required to provide copy of W-9

## **Additional Services**

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- <a href="https://textmygov.com/enhanced-media-care/">https://textmygov.com/enhanced-media-care/</a>	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

## **Agreement Confirmation**

Implementation Team Information
Name:
Title:
Email:
Office Phone:
Cell Phone (Required):
Implementation Team Information
Name:
Title:
Email:
Office Phone:
Cell Phone (Required):

#### **Billing Information**

Billing Contact Name:

(This person is responsible for placing the TextMyGov widget (see options-Widget | TextMyGov Support) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).

## Twilio Contact Authorization

Twilio Authorized Contacts
Employee Name (1):
Email:
Phone Number:
Job Position:
Business Title:
Employee Name (2):
Email:
Phone Number:
Job Position:
Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.	



155 North Lake Avenue, Suite 900 Pasadena, CA 91101 USA

Phone: +1-818-230-9700 Fax: +1-818-230-9505

everbridge.com



Prepared for:

Jamie Morley Waynesville 1400 Lytle Rd

Waynesville OH 45068 **United States** 

Ph: 5138978015

Fax:

Email: jmorley@waynesville-ohio.org

Quotation

Quote #: Date:

Q-163056 12/7/2023

Expires On:

1/19/2024

Confidential

Salesperson: Elise Cooper

Phone:

Email:

elise.cooper@everbridge.com

Contract Summary Information:		
Contract Period:	36 Months	
Contact Summary:		
Household Count:	1,053	
Employee Count:		

#### Year 1

QTY	DESCRIPTION		PRICE	
2,728	Mass Notification Base		USD 3,000.00	
		Year 1 TOTAL:		USD 3,000.00

#### Year 2

QTY	DESCRIPTION		PRICE	
2,728	Mass Notification Base		USD 3,000.00	
		Year 2 TOTAL:		USD 3,000.00

#### Year 3

QTY	DESCRIPTION		PRICE	
2,728	Mass Notification Base		USD 3,000.00	
		Year 3 TOTAL:		USD 3,000.00

#### Setup

QTY	DESCRIPTION	PRICE	
1	Calculated Set Up Fee	USD 24	40.00
		Setup TOTAL:	USD 240.00

#### **Pricing Summary:**

Year One Fees:	USD 3,000.00		
One-time Implementation and Setup Fees:	USD 240.00		
Professional Services:	USD 0.00		
Total Year One Fees Due:	USD 3,240.00		

#### **Ongoing Fees:**

Year Two Fees:	USD 3,000.00
Year Three Fees:	USD 3,000.00

#### **Terms & Conditions**

- 1. This Quote and the Service(s) provided are subject to the Everbridge, Inc. Master Service Agreement current as of the date of Client's signature below. Please visit <a href="https://docs.everbridge.com/cdn/legal/SLG-Master-Services-Agreement-Hyperlink-v9.pdf">https://docs.everbridge.com/cdn/legal/SLG-Master-Services-Agreement-Hyperlink-v9.pdf</a> to view the Master Service Agreement in its entirety.
- 2. By signing this Quote you represent that you read, understand and agree to the terms of the Master Service Agreement and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s).
- 3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
- 4. Subject to sales taxes where applicable.
- 5. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Please, Sign, Date and Return:	
Signature:	Date:
	-
Name (Print):	Title:
	-
Please, Sign, Date and Return:	
Signature:	Date:
Name (Print):	Title:
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Everbridge, Inc. 155 North lake Avenue, Suite 900 Pasadena,CA 91101 (818) 230-9700 THANK YOU FOR YOUR BUSINESS!



## **Everbridge Mass Notification – Base**

Everbridge Mass Notification Base for SLG allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Below is a list of key system inclusions with your new Everbridge Mass Notification system.

## Usage

- + Unlimited email notifications
- + Unlimited Everbridge mobile app push notifications
- + SMS, Voice, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.

For details, please refer to the Messaging Credits System Inclusion.

## **Core Platform Access**

- + Unlimited Users for web-based portal to initiate messages, reporting, and administration
- + Unlimited Users for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- + Three (3) Organization with unlimited nested static and dynamic groups
- + One (1) Contact Data Location per organization in the United States, Germany, Canada, or the United Kingdom
- + Access to Incident Management
- + Access to Incident Chat for responders to coordinate and collaborate

## **Key Features**

- + SMPP based True SMS text messaging
- + Multi-language Text to Speech Engine and Custom Voice Recording
- + 4 Everbridge basic conference bridge codes
- + 4 Smart Conference bridge lines
- + Public Incident Zone Alert residents through Everbridge Mobile App on their entry into the impacted area

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



- + Custom branded community opt-in portal with custom fields and opt-in subscriptions
- + Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- + Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- + Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- + Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- -+ One-screen broadcast creation workflow to speed message creation and reduce human error
- + Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- + Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- + Publish notification to Social Media
- + Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- + Access to IPAWS for authorized agencies -Only available in US region
- + Contact filtering based on custom criteria
- + Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- + Automatic address geo-coding for contacts
- + Organization specific customizable caller ID, greetings, and broadcast settings
- + Real-time reporting for improved situational awareness and easier after-action analysis
- + Unlimited Mass Notification and Incident Templates
- + Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- + International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Long and Short Codes for SMS delivery

## Set-up, Implementation, and Support

- + Up to 10 remote hours of support via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- + Initial Contact Data Upload and Test Broadcast Support
- + 5 Live Operator Message Initiations per year
- + Unlimited Access to Everbridge University classes

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.





- + 24x7 Customer Support (phone, web, email)
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March 2021

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

#### **ORDINANCE NO. 2023 - 060**

# IMPOSING A MORATORIUM FOR A PERIOD OF 360 DAYS ON THE GRANTING OF ANY PERMIT ALLOWING ADULT USE CANNABIS OPERATORS WITHIN THE VILLAGE OF WAYNESVILLE, OHIO AND DECLARING AN EMERGENCY

**WHEREAS**, the Village of Waynesville, Ohio desires to coordinate regulations regarding the location and operation of businesses within the Village, including adult use cannabis operators; and

**WHEREAS**, for the purposes of this Ordinance, "adult use cannabis operators" shall have the same meaning as defined in newly enacted chapter 3780 of the Ohio Revised Code; and

WHEREAS, the State of Ohio recently enacted laws concerning adult use cannabis; and

**WHEREAS**, Ohio Revised Code section 3780.25 allows municipalities to prohibit and/or limit the number of adult use cannabis operators within corporate limits; and

WHEREAS, it is recommended that the Village Administration review and make recommendations on the issue to conform to the Village's goal of providing adequate regulations to ensure the public peace, health, safety and welfare of its citizens; and

WHEREAS, a moratorium on the granting of permits to adult use cannabis operators within the Village of Waynesville will allow the Village time to accomplish these goals.

**NOW, THEREFORE**, be it ordained by the Council of the Village of Waynesville, Ohio, \_\_\_\_\_ members elected thereto concurring:

- <u>Section 1.</u> That Waynesville Village Council seeks a moratorium on permits for the establishment of adult use cannabis operators to preserve the public peace, health, safety, and welfare of the citizens of Waynesville, Ohio.
- <u>Section 2.</u> That Waynesville Village Council seeks to limit the duration of the moratorium and to request immediate investigation and review of proposed comprehensive regulations or the establishment of adult use cannabis operators within the 360-day period of the moratorium.
- Section 3. That Waynesville Village Council hereby imposes a moratorium on permits for the establishment of adult use cannabis operators for a period of 360 days from the effective date of this Ordinance and directs that no permits shall be issued for adult use cannabis operators during the 360-day period of the moratorium.
- <u>Section 4.</u> That Waynesville Village Council further finds that a moratorium for 360 days is reasonable and will allow a reasonable time to study the issue for comprehensive regulations.

<u>Section 5.</u> That 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 citizens of Waynesville and shall be effective immediately upon adoption. The reason for said declaration of emergency is the need to impose a moratorium at the earliest possible date.

Passed this, 2023	3
Attest:	Mayor
Clerk of Council	

4420008.1

#### **ORDINANCE NO. 2023-057**

# AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH GARY L. COPELAND AND DECLARING AN EMERGENCY

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 \$152,250.00 (5%) effective January 1, 2024. 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 two additional weeks of annual vacation in recognition of his superior job performance.
Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is for the compensation changes to take effect on January 1, 2024.
Adopted this day of, 2023.
Attest:
Clerk of Council Mayor

## **EMPLOYMENT AGREEMENT**

With

Gary L. Copeland

Date

, 2014

## **EMPLOYMENT AGREEMENT**

## **Table of Contents**

#### Introduction

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## Introduction

This Agreement, made and entered on this <u>day of</u>, <u>2014</u>, by and between the <u>Village of Waynesville</u>, which is a municipal corporation in Warren County, Ohio (hereinafter called Employer), and <u>Gary L. Copeland</u> (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 <u>Gary L. Copeland</u> 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 <a href="Section 10">Section 10</a> 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

**Print Name** 

David Shibbs

Data

Employee Signature

Print Name

Data

Clerk of Council Signature

Print Name

Date

#### **ORDINANCE NO. 2023-058**

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

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 January 1, 2024.

Section 2. That this Ordinance is here by declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to establish pay rates effective January 1, 2024.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.

Mayor

Attest:

Clerk of Council

## 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

Clerk Of Council (through May 1, 2024)

\$20 - \$30

Part-time Administrative Employee

\$13 - \$19

## **Police Department**

Police Chief

Salary per Contract

Lieutenant

\$28 - \$39.27

Sergeant

\$26 - \$35.80

**Patrol Officer** 

\$21 - \$34.65

School Resource Officer

\$21 - \$34.65

Scheduled Reserve Officer

\$26

Reserve Secondary Officer

\$15 per shift (no OPERS)

Mayor's Court Clerk / Police Clerk

\$16 - \$28

**Court Bailiff** 

\$25 per Shift (no OPERS)

Part-time Code Enforcer

\$15 - \$20

Special Event Off Duty Officer

\$60 (per hour)

## **Public Works Department**

Water Department Supervisor

\$25 - \$38.25

Water Licensed Operator

\$23 - \$33.00

Part-time Water Licensed Operator

\$23 - \$33

**Utility Billing Clerk** 

\$16 - \$26.00

Maintenance Worker II

\$20 - \$32.00

Maintenance Worker I

\$15 - \$27.25

Special Events Public Works

\$50 (per hour)

Revised 2024

#### **ORDINANCE NO. 2023-059**

# 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.

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

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

<u>Section 5.</u> 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	, 2023.
Attest:	·
Clerk of Council	Mayor

#### EXHIBIT "A"

#### AGREEMENT FOR LEGAL SERVICES

	This Agreeme	ent, entered	into this		day of		20,	between	i the '	Village	of
,	Waynesville, Ohio (h	ereinafter r	eferred to	as the	"Village")	and (	Chase	Kirby, A	Attorne	y At L	aw
(	(hereinafter referred t	o 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, 2024, 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

# **Council Report**

December 18, 2023
Chief Copeland

## Manager

• I am providing an update for the KT Holden Construction project on Franklin Road. They have completed the installation of the new water main and storm waterline on Franklin Road between Main Street and Third Street. They are not able to connect lateral waterlines until they get further into the project because they will need to shut off the water services to a lot of customers to make the connections. They have run into many issues because of unmarked County sanitary lines which has extended the days of road closures. They are currently working on the Franklin Street bend at the intersection of Third Street. They will be there for a few weeks because the storm waterline needs a lot of work and they will be installing a PRV vault.











• We received an email from Kevin Mann, Director of Regulatory Affairs for Altafiber. The letter was to advise us that they are extending their service into the Village. The notice is required by ORC sections 1332.21 – 1332.34. In addition, the Village must reply within 10 days with any requirements or fees pursuant to section 1332.32C(2). Jaime looked up the franchise and video fees as per Village codes and 2023 schedule of fees and charges. I have submitted an emailed response to Mr. Mann advising them that the Village has a franchise fee of 3% of annual gross revenues and video fees have a 5% of annual gross revenues. For example, we currently collect cable franchise fees from Charter (Spectrum) in the amount of \$8,000.00 every quarter with a yearly total of \$32,000.00. I received a response from Mr. Mann about Village code section 113.01 that states video service fees are 5% of the annual gross revenues. A subsequent investigation of the service they provide does fall under section 131.01 of the codes and he was advised that that would be the required fees. Mr. Mann has acknowledged our response and looks forward to working with us. A copy of all the correspondence has been included for your review.

• Christmas in the Village was on December 1-3 and went well with no issues to report. I spoke with some merchants, and they all stated that the event went great, and they had a lot of customers. In addition, all the restaurants had a successful weekend.









- I received a revised estimated budget report for the SR42 traffic light project. Based on the stage 2 estimate following the geometric study, the estimate is \$1,090,892.96. The Village portion of the project includes a 10% construction cost plus \$60,740.96 cap and \$76,362.51 in construction engineer charges. The Village total cost is \$240,118.67. The current balance of the Village County Vehicle Tax (CVT) is \$140,215.00 with an estimated addition of \$24,000.00 (\$12,000.00 per year for 2024 and 2025) with an estimated balance of \$164,215.00 at the completion of the project. The Village project portion of \$240,118.67 subtracting the CVT estimated amount of \$164,215.00 leaves a balance of \$75,903.67. The Village paid \$23,725.30 (check #22828) on April 19, 2023, which leaves an estimated remaining Village owed balance of \$52,178.37. The increase of the initial project cost is due to inflation of materials and labor. In short, the Village will have a new million-dollar traffic signal with extended turn lanes on SR42 at North Street (Corwin Ave.) for approximately \$75,903.67.
- We have received a few complaints about the light poles at the Victoria Place subdivision. After investigating the complaint, we found that several light bulbs were burnt out and many of the poles were deteriorating. Many of the poles were missing the tops which caused the units to be exposed to adverse weather that causes them to go bad. I had the Maintenance Department replace light bulbs that could be replaced without breaking the circuit. If we want these lights to operate properly, we will need to take some kind of restoration action. I will discuss this issue with the Public Works Committee on January 2, 2024. It was discussed in the past about how the project would be funded. PCI Services provided me with a quote to convert the lights to LED in the amount of \$5,432.70, but that does not include the poles that have deteriorated and need to be replaced. A copy of PCI Services quote has been included and I will research pole replacements if directed by the Public Works Committee.

• The Village Staff and Council Christmas party was on December 8<sup>th</sup> and everyone had a great time. I have provided a list below of businesses that donated to the event. I would like Council to publicly except the contributions and I will send thank you letters to them on behalf of Council and staff.



- The businesses listed below contributed to the Village Staff Christmas party.
  - Groceryland, McDonald's, Village Family Restaurant, Butter Churn Cafe, and Acapulco's.

## **Police**

• I want to thank everyone that participated in the Toys-for-Tots campaign at the Waynesville Government Center. I want to give a special thanks to Lt Col. Steve Carl and his wife Barbara Carl because they provided most of the gifts.









• I submitted a letter of support for the Warren County Drug Task Force for their 2023 Ohio Drug Law Enforcement Fund (DLEF) and Grant Application.



221 E. Fourth Street P.O. Box 2301 Cincinnati, OH 45201-2301

Date: December 8, 2023

To: Village of Waynesville Gary Copeland Village Manager 1400 Lytle Rd Waynesville, OH 45068

Dear Mr. Copeland,

Pursuant to Ohio Revised Code Section 1332.27 (A), this letter shall serve as notice of Cincinnati Bell Extended Territories' (d/b/a altafiber Connected Services) intention to provide video service in the Village of Waynesville. Altafiber Connected Services shall provide this service as authorized under VSA Number 2007-VSA-0003.

As a term and condition of the authorization, altafiber herby provides notification that you are advised to review section 1332.21 through 1332.34 of the Ohio Revised Code to determine your rights and responsibilities. We look forward to your prompt reply to this notification as required under division 1332.32 C (2).

If you have any questions regarding this authorization, please do not hesitate to contact me via email at <a href="mailto:kevin.mann@altafiber.com">kevin.mann@altafiber.com</a> or 513.565.2421. Any correspondence should be addressed to me at 221 East Fourth Street, 103-1080, P.O. Box 2301, Cincinnati, OH 45201-2301.

Sincerely,

Kevin Mann Director – Regulatory Affairs

cc: VSA Division - Ohio Department of Commerce Charter Communications- Director, Government Affairs www..waynesville-ohio.org

December 14, 2023

To: Kevin Mann 221 E. Fourth Street,103-1080 P.O. Box 2301 Cincinnati, OH 45201-2301

Dear Mr. Mann,

This is a revised letter in response to the previous correspondence initially received on December 8, 2023. Pursuant to Ohio Revised Code Section 1332.32 C (2), this letter shall serve as a response and notice of the Village of Waynesville's Video Fees of 5% of annual gross revenues as per section 113.01 of the Village Charter and the 2023 Schedule of Fees and Charges.

The current charter and codes for the Village of Waynesville can be found at <a href="https://codelibrary.amlegal.com/codes/waynesville/latest/overview">https://codelibrary.amlegal.com/codes/waynesville/latest/overview</a>. Please contact me if you require any further information.

Kind Regards,

Gary L. Copeland

Village Manager

1400 Lytle Road • Waynesville, Oh 45068, • Phone 513-897-8015 • Fax 513-897-2015 www..waynesville-ohio.org

December 12, 2023

To: Kevin Mann 221 E. Fourth Street ,103-1080 P.O. Box 2301 Cincinnati, OH 45201-2301

Dear Mr. Mann,

This letter is in response to the emailed letter that the Village of Waynesville received on December 8, 2023. Pursuant to Ohio Revised Code Section 1332.32 C (2), this letter shall serve as a response and notice of the Village of Waynesville's Franchise Fee of 3% of annual gross revenues as per the 2023 Schedule of Fees and Charges.

The current codes for the Village of Waynesville can be found at <a href="https://codelibrary.amlegal.com/codes/waynesville/latest/overview">https://codelibrary.amlegal.com/codes/waynesville/latest/overview</a>. Please contact me if you require any further information.

Kind Regards,

Gary L. Copeland

Village Manager

## ESTIMATE

P C I Services 62 Big Pine rd. Winchester, OH 45697 nmerrill6@gmail.com +1 (937) 515-9369

## village of waynesville gov,

Bill to

village of waynesville gov,

Ship to

village of waynesville gov,

#### Estimate details

Estimate no.: 0012148 Estimate date: 12/12/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	12/12/2023	Services labor to change 42 street lamps at victoria place to led bulbs		1	\$2,730.00	\$2,730.00
2.	12/12/2023	material Materials 42 replacement led bulbs		1	\$2,702.70	\$2,702.70
			Tot		\$	5,432.70



## **Gary Copeland Chief of Police**

1400 Lytle Road
Waynesville, Ohio 45068
Phone: 513-897-8010
Fax: 513-897-2025
Dispatch: 513-695-2525
www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

December 5, 2023

Major Steve Arrasmith Investigative Division Commander Warren County Sheriff's Office & Drug Task Force 822 Memorial Drive Lebanon, Ohio 45036

Major Arrasmith,

I am submitting this letter of support for the Warren County Drug Task Force for the 2023 Ohio Drug Law Enforcement Fund (DLEF). The partnership between the Waynesville Police Department and Warren County Drug Task force has proven to be invaluable and the services they provide to the Village of Waynesville are greatly appreciated.

The accomplishments achieved by the Warren County Drug Task Force have had a significant impact on our fight against drug related crimes. I foresee a long-term commitment and continued support by the Waynesville community and Police Department.

Sincerely,

Chief Gary L. Copeland