

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
DECEMBER 15, 2016
6:30 P.M.

1. Mayor Smith calls the meeting to order
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
 - Emergency Resolution 2016-45 approving reallocation of the Local Government Fund by Warren County
 - Emergency Ordinance 2016-21 approving and accepting two streets in Wynstead Subdivision
 - Emergency Ordinance 2016-22 establishing a no parking regulation on High Street and authorizing signage
 - Emergency Resolution 2016-46 approving final plat for Wynstead Section III Subdivision
 - Emergency Resolution 2016-47 authorizing a development agreement for Wynstead Section III Subdivision with Grand Communities, Ltd.
 - Emergency Resolution 2016-48 authorizing agreement with McGill Smith Punshon for Cochran Road
 - Emergency Ordinance 2016-20 approving temporary appropriations for Fiscal Year 2017
 - Authorization of Invoices
 - Authorization of Financial Reports
6. Old Business:
 - Second Reading Resolution 2016-44 authorizing the consent agreement for Stonelake at River's Bend
7. Executive Session
8. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
9. Adjournment



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: December 14, 2016

Subject: Reallocation of Local Government Funds to Park District

The attached resolution has been requested by the Warren County Budget Commission to allow the Board of County Commissioners to reallocate a portion of the County's Local Government funding from the State to the Warren County Park District.

To the best of my knowledge, this will not affect the Village.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-45**

**A RESOLUTION APPROVING WARREN COUNTY'S REALLOCATION OF
LOCAL GOVERNMENT FUNDS, AND DECLARING AN EMERGENCY**

WHEREAS, the Warren County Board of Commissioners has requested the Warren County Budget Commission to consider the reallocation of the Warren County share of the Local Government Fund beginning in calendar year 2017; and

WHEREAS, the local government funds are based upon an alternative formula which currently dictates that the Board of Commissioner receive 44.8% and the Park Board receives 4%; and

WHEREAS, if approved, the resulting allocation would have no impact on the Village of South Lebanon's share of the Local Government Fund, and the reallocation would only affect the Commissioners' share; and

WHEREAS, pursuant to Ohio Rev. Code § 5747.53, a majority of the majority of the boards of township trustees and legislative authorities of municipal corporations, located wholly or partially in the county, excluding the legislative authority of the city, located wholly or partially in the county, with the greatest population, must approve the reallocation. The Warren County Board of Commissioners has requested that the Village of South Lebanon agree to the reallocation of the Local Government Fund as requested;

WHEREAS, immediate action is required to permit the Board of County Commissioners to complete the reallocation, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves the Warren County Board of Commissioners' request that the Warren County Budget Commission reallocate the Warren County share of the Local Government Fund beginning in calendar year 2017 as follows:

24.2% - Warren County Board of Commissioners
24.6 - Warren County Park Board

Section 2. That the Council is acting in its legislative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 15th day of December, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 14, 2016
Subject: Wynstead 2C Street Acceptance

Attached is a resolution to accept sections of two (2) street in the Wynstead Section 2C Subdivision. These are streets that were in the existing section. Fischer Homes made all of the necessary repairs and put down the final course of asphalt.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2016-21**

**AN ORDINANCE APPROVING AND ACCEPTING FOR PUBLIC MAINTENANCE
CASTLE DRIVE AND WINDSOR COURT IN WYNSTEAD SUBDIVISION
SECTION 2 PHASE C, IN THE VILLAGE OF SOUTH LEBANON AND
DECLARING AN EMERGENCY**

WHEREAS, by letter dated October 7, 2016, the Village Engineer has inspected and verified that the following streets in Wynstead Subdivision Section 2 Phase C have been constructed in compliance with the approved plans and the Village's Subdivision Regulations Sec. 15.20.7 [Requirements for the Construction of Improvements], paragraph 6 [Inspection], to-wit:

Street Name	Street Width	Street Mileage
Castle Drive	29.00'	121 lf.
Windsor Court	29.00'	283 lf.

WHEREAS, at its meeting held on November 30, 2016, the Planning Commission of the Village of South Lebanon found that the public streets and appurtenances in Wynstead Subdivision Section 2 Phase C, as described herein, have been constructed in accordance with Sect 15.20.7(6)(a-e) of the Village Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and accepts for public maintenance the herein referenced streets as described herein and illustrated on the attached Exhibit.

Section 2. That the Fiscal Officer certify a copy of this Ordinance to the Warren County Engineer.

Section 3. That the Council is acting in its administrative capacity in passing this Ordinance.

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 17th day of December, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date – / /16
Vote - ____ Yeas		
____ Nays		
First Reading – / /2016		Effective Date – / /2016
Second Reading – / /2016		
Third Reading – / /2016		
Vote - ____ Yeas		
____ Nays		





















Prepared by and approved as to form:

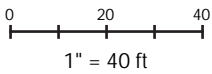
PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

Wynstead 2C Acceptance

Warren County Legend

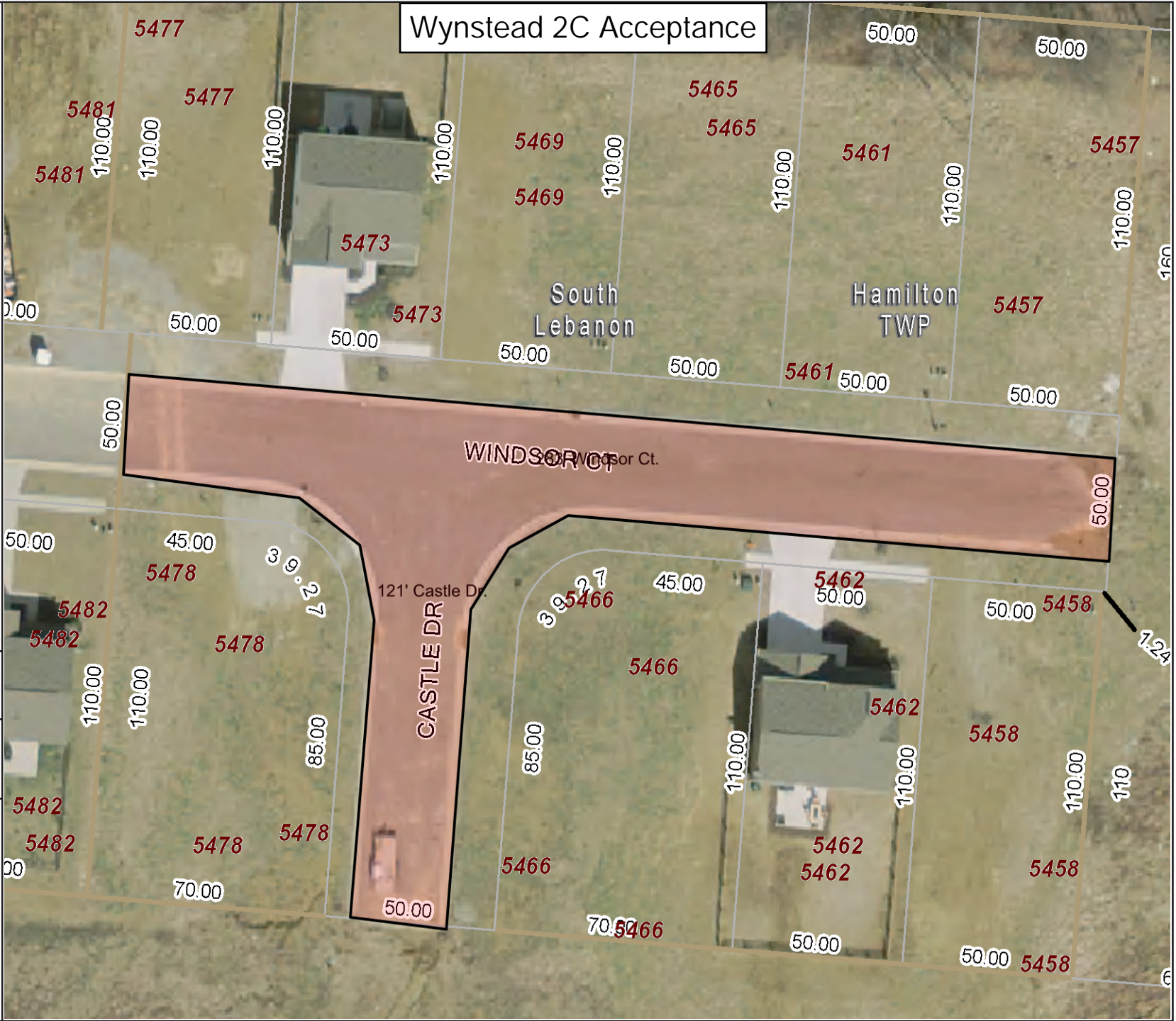
-  Interstate
-  US Route
-  State Route
-  Local Road
-  County Boundary
-  Auditors Tract Line
-  Civil Township Line
-  Corporate Line
-  Overpass Line
-  Parcel Line
-  ROW Unknown Width
-  Road ROW
-  School Line
-  Section Line
-  Subdivision Limit
-  Subdivision Lot Line
-  Township & Range
-  Tract Line
-  VMS Line
-  Vacated Road Line



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 14, 2016
Subject: High Street – No Parking Ordinance

Attached is an ordinance to prohibit parking on High Street from Pike Street to Forrest Avenue. This part of the truck route through the Village. The lane widths between 14' and 16' are not wide enough to accommodate on-street parking especially with the high volume of trucks that use it.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2016-22**

**AN ORDINANCE ESTABLISHING A NO PARKING REGULATION AND
AUTHORIZING NO PARKING SIGNAGE ON HIGH STREET BETWEEN PIKE
STREET AND FORREST AVENUE, AND DECLARING AN EMERGENCY**

WHEREAS, Ohio Rev. Code § 4511.07(A)(1) permits local municipalities to create laws governing the “[r]egulating the stopping, standing, or parking of vehicles, trackless trolleys, and streetcars;”

WHEREAS, every ordinance, resolution, or regulation enacted pursuant to Ohio Rev. Code § 4511.07 (A)(1) shall be enforced in compliance with Ohio Rev. Code § 4511.071 in order for violations to be considered criminal offenses;

WHEREAS, the Village previously established parking violations upon the adoption of the Ohio Basic Code in Ordinance No. 2016-01, specifically Ohio Basic Code § 76.04. Said Ordinance enforces parking violations as criminal offenses.

WHEREAS, the Village Council deems it necessary to prohibit the public on-street parking on High Street between the streets of Pike Street and Forrest Avenue to preserve the public safety, health, and welfare of the citizens of South Lebanon,

WHEREAS, immediate action is required to prevent such parking, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. The Village Council does hereby establish a no parking regulation on both sides of High Street between the streets of Pike Street and Forrest Avenue.

Section 2. That the Village Council authorizes Village employees to install no parking signage on both sides of High Street between the streets of Pike Street and Forrest Avenue, and that said regulation shall be enforced pursuant to Ordinance 2016-01 and Ohio Basic Code § 76.04.

Section 3. The owner of a vehicle shall be entitled to establish nonliability for prosecution for violation of this Ordinance by proving the vehicle was in the care, custody, or control of a person other than the owner at the time of the violation pursuant to a written rental or lease agreement or affidavit providing that except for such agreement, no other business relationship with respect to the vehicle in question exists between the operator and owner. Proof that the vehicle was in the care, custody, or control of a person other than the owner shall be established by sending a copy of such written rental or lease agreement or affidavit to the prosecuting authority within thirty days from the date of receipt by the owner of the notice of violation. The furnishing of a copy of a written rental or lease agreement or affidavit shall be prima-facie evidence that a vehicle was in the care, custody, or control of a person other than the owner.

Section 4. That the Council is acting in its administrative capacity in passing this Ordinance.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Ordinance shall be in full force and effective immediately upon its passage.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to passing this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ___ day of December, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

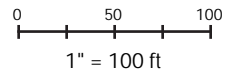
Date: ___/___/2016

High St - Pike to Forrest



Warren County Legend

- | | | | | |
|-------------|---------------------|-------------------|----------------------|-------------------|
| Interstate | County Boundary | Overpass Line | School Line | Township & Range |
| US Route | Auditors Tract Line | Parcel Line | Section Line | Tract Line |
| State Route | Civil Township Line | ROW Unknown Width | Subdivision Limit | VMS Line |
| Local Road | Corporate Line | Road ROW | Subdivision Lot Line | Vacated Road Line |



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 14, 2016
Subject: Wynstead 3 Final Plat

Attached is a resolution to approve the final plat for the Wynstead Section 3 Subdivision. Fischer Homes has already submitted two (2) zoning permit applications which can't be processed until the plat is recorded.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-46**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A PLAT FOR WYNSTEAD SECTION 3 SUBDIVISION,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on November 30, 2016, and conditionally approved the final plat for the Wynstead Section 3 Subdivision; and,

WHEREAS, the developer has met the conditions required by the Planning Commission; and,

WHEREAS, immediate action is required to preserve the Village's authority to review and approve said subdivision plat, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Wynstead Section 3 Subdivision Plat, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 15th day of December, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____ / ____ /2016

DEED REFERENCE

SITUATED IN PART OF MILITARY SURVEY #1546, VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, BEING 8,280.1 ACRES OUT OF A 25,609 ACRE TRACT AS CONVEYED TO GRAND COMMUNITIES LTD. AS RECORDED IN OFFICIAL RECORD 5307, PAGE 301 AS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO AND BEING ALL OF 1,864.0 ACRES AS CONVEYED TO GRAND COMMUNITIES LTD. AS RECORDED IN DN 2016-03559 OF THE DEED RECORDS OF WARREN COUNTY, OHIO FOR A TOTAL OF 3,944.1 ACRES.

DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND PUBLIC UTILITIES FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR STRUCTURES. THIS EASEMENT IS GRANTED FOR THE PURPOSES AND PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING EGRESS AND ACCESS TO THE PROPERTY THEREON. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR SHALL SUCH STRUCTURES BE MAINTAINED OR REPAIRED, SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUE ENERGY, SPRINT UNITED TELEPHONE, TIME WARNER CABLE, THE VILLAGE OF SOUTH LEBANON AND WARREN COUNTY.

ALL PERSONS INTERESTED IN THIS PLAT AS OWNERS HAVE UNITED IN ITS EXECUTION, SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER: GRAND COMMUNITIES LTD.
A KENTUCKY LIMITED PARTNERSHIP

NAME: _____

PRINTED NAME: TODD E. HUSS, PRESIDENT
COUNTY OF BOONE

BE REPERMISED THAT ON THIS _____ DAY OF _____ 2016, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE PERSONALLY CAME GRAND COMMUNITIES LTD. AS REPRESENTED BY TODD E. HUSS, PRESIDENT OF GRAND COMMUNITIES LTD., ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

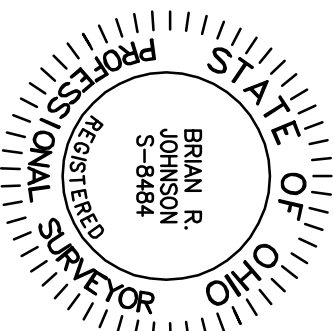
HOA REFERENCE

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WYNSTEAD WHICH IS RECORDED IN THE DEED OF RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH ORIGINAL RECORD 3802 PAGE 473, AND THE ARTICLES OF ASSOCIATION AND COVENANTS RESPECTIVELY BEING SAID AMENDMENTS) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOMPANYING PLAT IS A CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION.

BRAND R. JOHNSON, P. S.
PROFESSIONAL SURVEYOR #8494
DATE _____

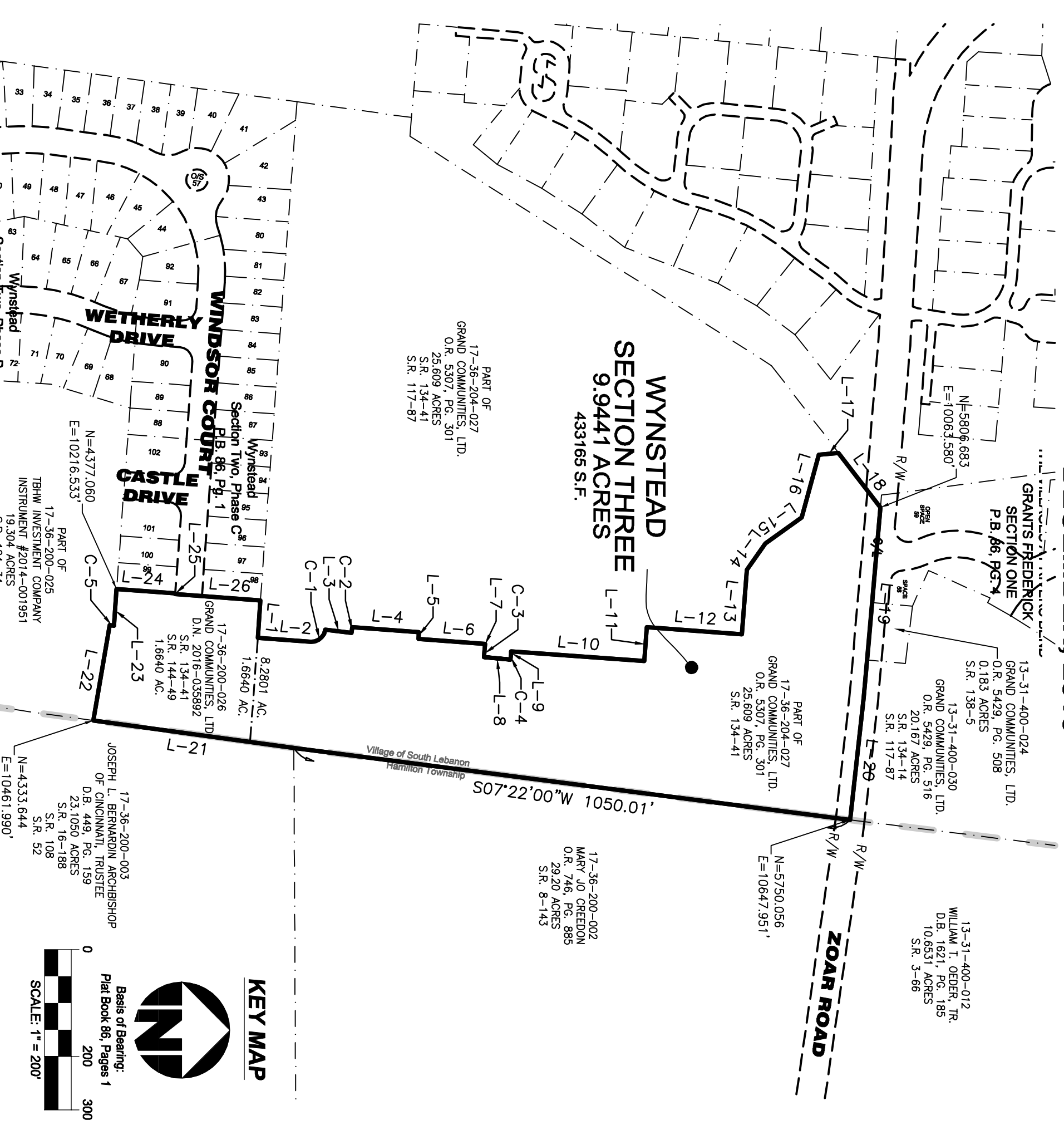


WYNSTEAD

SECTION THREE

MILITARY SURVEY NO. 1546
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
DECEMBER, 2016

Curve	Delta	Radius	Length	Chord
C--1	87°36'25"	25.00'	38.23'	N39°36'17"W 34.61'
C-2	1°11'08"	525.00'	10.86'	N84°00'04"W 10.86'
C-3	1°08'24"	475.00'	9.45'	S85°13'53"E 9.45'
C--4	1°08'24"	525.00'	10.45'	N85°13'53"W 10.45'
C--5	0°35'04"	775.00'	7.91'	N09°26'05"E 7.91'



DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENTS, NO STORM DRAINAGE STRUCTURE OR OTHER FACILITY SHALL BE BUILT OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE VILLAGE OF SOUTH LEBANON ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5589.08 OF THE OHIO REVENUE CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DENY OPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER OR THEIR AGENTS RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA, ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SWAMP MANS AND CULVERTS FOR PRIVATE PROPERTY OWNERS. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PRIVATE DRAIN ON PRIVATE PROPERTY. THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

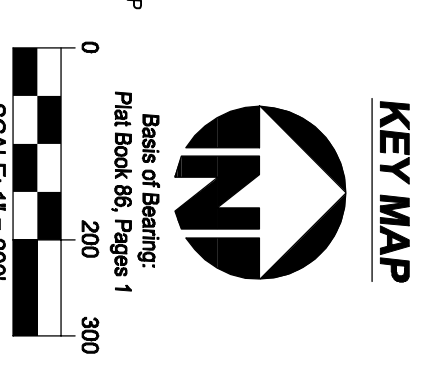
THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SWAMP MANS.

GRANT OF UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED (GRANTOR) DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIOKentucky, INC., SPRINT UNITED TELEPHONE, TIME WARNER CABLE, AND TIME WARNER ENTITLY (OR PROVIDERS OF UTILITY SERVICES (GRANTEE) THEIR RESPECTIVE RIGHTS, FOREVER, NON-EXCLUSIVE EASEMENTS AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES (GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, UNDERGROWTH, OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENT AREAS BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; OR (4) CREATE A HAZARD. HOWEVER, WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIOKentucky, INC., SPRINT UNITED TELEPHONE, TIME WARNER CABLE, AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER, ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICES TO SERVICE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALONGING DISTRIBUTION ONLY, OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOTS ON WHICH THE SERVICE IS LOCATED, RECORDS OF LOCATION IS FURNISHED IN EXHIBIT C, WITH THE LOTS ON WHICH THE SERVICE IS LOCATED, RECORDS OF LOCATION IS FURNISHED IN EXHIBIT D, AND THE LOCATION NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

ACREAGE	LOT #	ACRES	SIDEWELLS	OLD #
0.1733	103	0.1733		
0.1737	104	0.1737		
0.2372	105	0.2372		
0.1855	106	0.1855		
0.1971	107	0.1971		
0.1888	108	0.1888		
0.2034	109	0.2034		
0.1816	110	0.1816		
0.1802	111	0.1802		
0.1818	112	0.1818		
0.1899	113	0.1899		
0.1878	114	0.1878		
0.2057	115	0.2057		
0.1859	116	0.1859		
0.1815	117	0.1815		
0.1817	118	0.1817		
0.1821	119	0.1821		
0.1913	120	0.1913		
0.1483	121	0.1483		
0.1535	122	0.1535		
0.1803	123	0.1803		
0.1866	124	0.1866		
0.1704	125	0.1704		
0.1871	126	0.1871		
0.1898	127	0.1898		
0.1781	128	0.1781		
0.1450	129	0.1450		
0.1460	130	0.1460		
0.1572	131	0.1572		
0.1971	132*	0.1971		
1.3875	133*	1.3875		
0.2830	134*	0.2830		
0.2860	135*	0.2860		



BOUNDARY LINE TABLE

Line	Direction	Distance
L-1	S85°48'05"E	70.00'
L-2	N04°11'55"E	99.61'
L-3	N06°35'30"E	50.00'
L-4	N04°11'55"E	125.12'
L-5	S85°48'05"E	12.98'
L-6	N04°11'55"E	125.00'
L-7	S85°48'05"E	15.53'
L-8	N05°20'19"E	50.00'
L-9	N85°48'05"W	5.07'
L-10	N04°11'55"E	250.00'
L-11	N85°48'05"W	63.68'
L-12	N04°11'55"E	178.49'
L-13	N85°48'05"W	120.58'
L-14	N5°45'03"W	60.50'
L-15	N35°40'45"W	83.99'
L-16	N7°44'28"W	120.89'
L-17	N05°56'13"W	37.33'
L-18	N52°27'17"E	128.76'
L-19	S84°58'19"E	357.35'
L-20	S83°40'38"E	229.79'
L-21	S07°47'33"W	378.57'
L-22	N80°16'23"W	181.19'
L-23	N85°48'05"W	68.36'
L-24	N04°11'55"E	110.00'
L-25	S85°48'05"E	1.24'
L-26	N04°11'55"E	160.00'

ROAD WAY DATA

EMERALD DRIVE 1422.81 L.F.
WINDSOR COURT 100.00 L.F.
NOBLE TERRACE 54.48 L.F.
BERSHIRE LANE 57.00 L.F.
DORNEY COURT 142.88 L.F.

ACREAGE TABLE

LOTS 73119 ACRES
RIGHT OF WAY 24892 ACRES
TOTAL SECTION THREE 93441 ACRES

COUNTY RECORDER

FILE NO. _____

RECEIVED ON THIS _____ DAY OF _____, 2016, AT _____ M.

RECORDED IN THIS _____ DAY OF _____, 2016, AT _____ M.

RECORDED IN PLAT BOOK NO. _____ PAGE NO. _____

FEE: _____

COUNTY RECORDER _____ DEPUTY _____

PRINTED NAME: _____

OWNER

GRAND COMMUNITIES LTD
3940 OLYMPIC BLVD., SUITE 100
EVANLIGH, KY 41018

SURVEYOR

BY: BAYER BECKER
8680 TYLERSVILLE ROAD
MASON, OH 45040
513-338-6800

SHEET INDEX

1: TITLE
2: PLAT

SETBACKS:

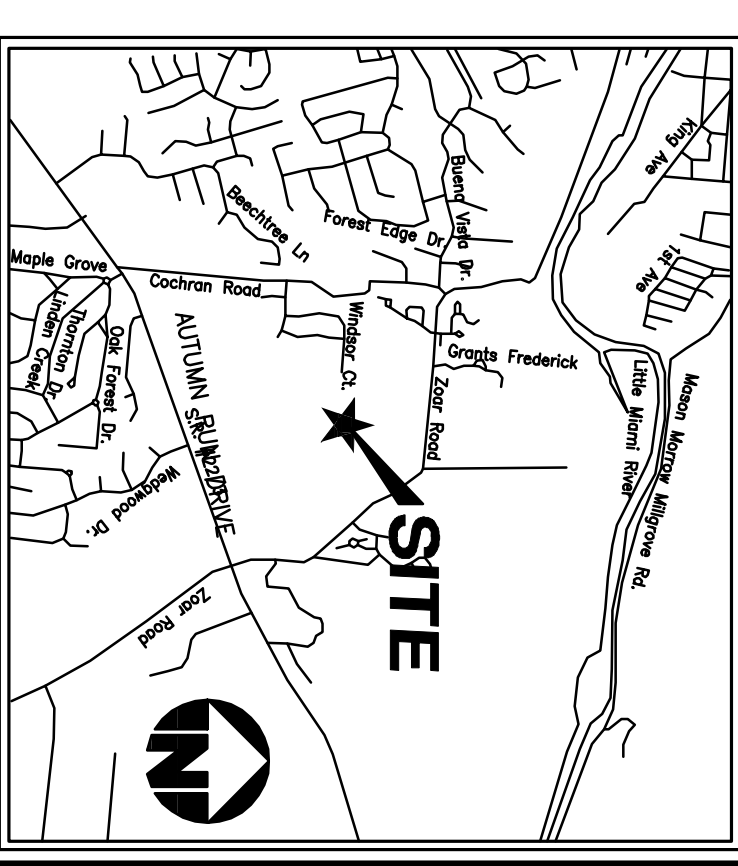
FRONT YARD - 25'
REAR YARD - 25'
SIDE YARD = 8' MINIMUM

MINIMUM LOT AREAS:

50' LOTS6000 SQ. FT.
60' LOTS7440 SQ. FT.
65' LOTS7800 SQ. FT.

NOTES

1. PRIOR DEED REFERENCE: D.N. #2016-026580.
2. BASIS BEARINGS, PLAT BOOK 86, PAGE 1.
3. 5/8" IRON PINS WILL BE SET ON ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
4. OCCUPATION IN GENERAL MATCHES SURVEY, UNLESS OTHERWISE NOTED.
5. ALL EXISTING MONUMENTS ARE IN GOOD CONDITION.
6. ALL OPEN SPACE IS TO BE MAINTAINED BY THE WYNSTEAD SUBDIVISION HOMEOWNERS ASSOCIATION.
7. MINIMUM PERMISSIBLE LOW FLOOR ELEVATION (INCLUDING BASEMENT), IF A FLOOR IS DESIRED BELOW THE M.O.E. ELEVATION SHOWN, THEN NO GRAVITY FLOW STORM DRAIN WILL BE PERMITTED FROM ANY DRIVEWAY, WINDOW WELL, STAIRWELL, FOUNDATION, BASEMENT, PATIO OR OTHER SOURCE TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR EXISTING OR PROPOSED WATERCOURSE BELOW THE M.O.E. ELEVATION. INSTALLATION FOR BASEMENTS OF HOMES IF THE BASEMENT ELEVATION IS BELOW THE M.O.E. ELEVATION SHOWN.
8. PARKING ON EMERALD DRIVE IS RESTRICTED TO ONE SIDE OF THE STREET ONLY.



VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 2016.

CHAIRMAN _____

VILLAGE OF SOUTH LEBANON

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2016, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. _____ OF THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

JAMES D. SMITH, MAYOR _____

ATTEST: SHARON LOUALLEN, FISCAL OFFICER _____

Item	Revision Description	Date	Drwn:	Chk:
1	REVISED PER WARREN COUNTY	12-05-16	BJR	BRJ

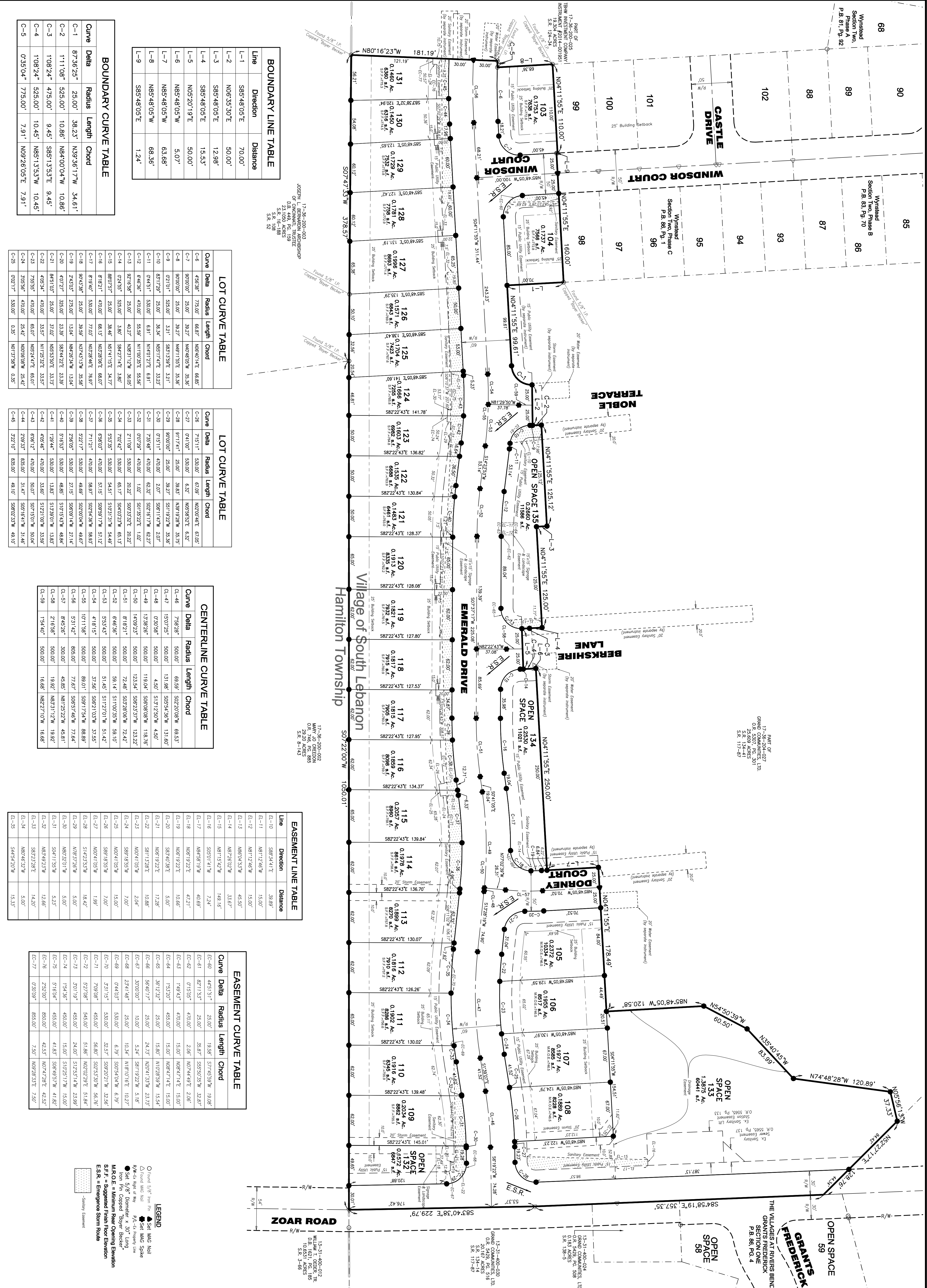
WYNSTEAD SECTION THREE

MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT

www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 • 513.336.6600

Drawn by: DAN/2016-03 BRJ
Checked By: BRJ
Issue Date: 12-05-16
Scale: 1/2"



BOUNDARY LINE TABLE

Line	Direction	Distance
L-1	S85°48'05"E	70.00'
L-2	N06°35'30"E	50.00'
L-3	S85°48'05"E	12.98'
L-4	S85°48'05"E	15.53'
L-5	N05°20'19"E	50.00'
L-6	N85°48'05"W	5.07'
L-7	N85°48'05"W	63.68'
L-8	N85°48'05"W	68.36'
L-9	S85°48'05"E	1.24'

BOUNDARY CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	87°36'25"	25.00'	38.23'	N39°36'17"W 34.61'
C-2	1°11'08"	525.00'	10.86'	N84°00'04"W 10.86'
C-3	1°08'24"	475.00'	9.45'	S85°13'53"E 9.45'
C-4	1°08'24"	525.00'	10.45'	N85°13'53"W 10.45'
C-5	0°35'04"	775.00'	7.91'	N09°26'05"E 7.91'

LOT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-6	4°56'58"	725.00'	66.67'	N05°56'14"E 66.66'
C-7	9°00'00"	25.00'	39.27'	N40°48'05"W 35.36'
C-8	9°00'00"	25.00'	39.27'	N47°11'59"E 35.36'
C-9	0°21'01"	525.00'	3.21'	S83°13'39"E 3.21'
C-10	0°31'23"	525.00'	3.83'	N83°17'47"E 3.23'
C-11	0°41'41"	525.00'	4.59'	N83°17'47"E 3.23'
C-12	6°46'36"	470.00'	55.69'	N17°00'35"E 55.56'
C-13	9°21'08"	25.00'	40.27'	N38°11'12"W 36.05'
C-14	0°24'55"	525.00'	3.80'	S82°27'41"E 3.80'
C-15	88°07'57"	725.00'	38.46'	N31°14'19"E 34.77'
C-16	87°18'21"	470.00'	68.13'	N83°28'06"E 68.07'
C-17	87°18'21"	470.00'	72.03'	N83°28'06"E 72.03'
C-18	90°43'38"	25.00'	39.59'	N67°43'13"W 35.56'
C-19	2°43'03"	275.00'	13.04'	N84°29'34"W 13.04'
C-20	4°07'27"	25.00'	23.39'	S83°44'22"E 23.39'
C-21	84°51'03"	25.00'	37.02'	N55°53'56"E 33.17'
C-22	4°05'14"	470.00'	33.57'	N17°23'37"E 33.57'
C-23	7°56'56"	470.00'	65.07'	N82°24'47"E 65.01'
C-24	3°09'54"	470.00'	25.42'	N07°08'08"W 25.42'
C-25	0°02'17"	530.00'	0.35'	N103°39'58"W 0.35'

LOT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-26	7°15'11"	530.00'	67.09'	N02°00'48"E 67.06'
C-27	0°41'00"	530.00'	6.32'	N67°58'28"E 6.32'
C-28	0°41'00"	530.00'	39.83'	N39°19'22"W 35.95'
C-29	90°00'00"	25.00'	39.27'	S01°19'22"W 35.95'
C-30	0°15'11"	470.00'	2.07'	S80°11'47"W 2.07'
C-31	7°26'45"	470.00'	62.32'	S02°18'17"W 62.27'
C-32	0°01'29"	470.00'	1.02'	S01°35'22"E 1.02'
C-33	2°11'08"	530.00'	20.22'	S03°13'22"E 20.22'
C-34	7°02'42"	530.00'	66.17'	S03°03'23"W 66.13'
C-35	5°25'35"	530.00'	54.51'	S10°31'31"W 54.49'
C-36	6°59'03"	470.00'	51.15'	S09°09'17"W 51.12'
C-37	7°11'21"	470.00'	58.97'	S02°34'58"W 58.93'
C-38	9°21'17"	530.00'	48.69'	S02°04'04"W 48.67'
C-39	7°29'02"	530.00'	27.15'	S09°09'14"W 27.14'
C-40	5°15'53"	530.00'	48.85'	S12°10'07"W 48.84'
C-41	1°29'44"	530.00'	13.83'	S12°39'01"W 13.83'
C-42	4°09'46"	470.00'	33.60'	S12°10'07"W 33.59'
C-43	6°08'12"	470.00'	50.07'	S07°16'41"W 50.04'
C-44	2°09'33"	835.00'	31.47'	S85°16'51"W 31.46'
C-45	3°22'10"	835.00'	48.10'	S86°02'33"W 48.10'

CENTERLINE CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-46	7°29'28"	500.00'	69.89'	S02°20'08"W 69.53'
C-47	1°50'25"	500.00'	13.18'	S05°54'36"W 13.18'
C-48	0°20'56"	500.00'	4.50'	S13°23'50"W 4.50'
C-49	1°35'29'6"	500.00'	119.04'	S06°08'08"W 118.76'
C-50	1°49'23"	500.00'	123.54'	S06°23'37"W 123.22'
C-51	8°18'21"	500.00'	72.48'	S03°28'06"W 72.42'
C-52	6°46'36"	500.00'	99.14'	S11°00'58"W 99.10'
C-53	5°53'43"	500.00'	51.45'	S17°27'01"W 51.42'
C-54	4°18'15"	500.00'	37.66'	S06°27'10"W 37.65'
C-55	1°07'18'	500.00'	99.01'	S07°17'54"W 88.89'
C-56	5°13'42"	605.00'	77.67'	S06°57'46"W 77.64'
C-57	8°45'26"	500.00'	45.85'	N81°25'22"W 45.81'
C-58	2°15'56"	500.00'	19.92'	N83°31'12"W 19.82'
C-59	1°54'40"	500.00'	16.68'	N82°27'10"W 16.68'

EASEMENT LINE TABLE

Line	Direction	Distance
E-10	S88°34'41"E	39.89'
E-11	N81°12'46"W	15.00'
E-12	N81°12'46"W	15.00'
E-13	N85°04'53"W	45.50'
E-14	N87°26'02"W	33.67'
E-15	N81°58'42"W	149.16'
E-16	S05°01'41"W	7.24'
E-17	N86°58'19"W	40.69'
E-18	N06°19'22"E	47.21'
E-19	N06°19'22"E	10.66'
E-20	S84°40'38"E	5.00'
E-21	N06°19'22"E	10.88'
E-22	S81°12'28"E	10.88'
E-23	N06°41'05"W	2.04'
E-24	S88°18'55"W	7.00'
E-25	N06°41'05"W	15.00'
E-26	S88°18'55"W	7.00'
E-27	N06°41'05"W	1.99'
E-28	S88°18'55"W	18.42'
E-29	N87°37'28"W	5.00'
E-30	N87°37'28"W	5.00'
E-31	N86°32'01"W	5.00'
E-32	N86°49'29"W	5.23'
E-33	S82°23'28"E	14.20'
E-34	N85°44'32"W	5.00'
E-35	S44°54'20"W	15.33'

EASEMENT CURVE TABLE

Curve	Delta	Radius	Length	Chord
EC-60	44°51'31"	25.00'	19.36'	S74°59'58"W 19.08'
EC-61	82°11'33"	25.00'	35.87'	S59°50'35"W 32.87'
EC-62	0°15'05"	470.00'	2.06'	N07°44'49"E 2.06'
EC-63	1°49'43"	455.00'	15.00'	N06°49'14"E 15.00'
EC-64	1°35'20"	455.00'	15.00'	N06°49'14"E 15.00'
EC-65	36°12'32"	25.00'	15.80'	N10°28'59"W 15.54'
EC-66	56°40'17"	25.00'	24.73'	N02°41'33"W 23.73'
EC-67	30°00'00"	10.00'	5.24'	S81°19'22"W 5.18'
EC-68	2°41'48"	25.00'	10.34'	N16°19'16"E 10.27'
EC-69	0°24'02"	530.00'	6.79'	S02°54'04"W 6.79'
EC-70	3°11'57"	530.00'	25.57'	S02°25'20"E 25.57'
EC-71	7°09'08"	455.00'	56.80'	S02°54'20"W 56.78'
EC-72	3°11'57"	530.00'	32.57'	S02°25'20"E 32.56'
EC-73	3°01'19"	455.00'	24.00'	S12°53'14"W 23.99'
EC-74	1°54'36"	455.00'	15.00'	S12°29'17"W 15.00'
EC-75	5°16'04"	455.00'	41.85'	S09°49'57"W 41.82'
EC-76	2°52'00"	850.00'	42.53'	N07°41'29"E 42.52'
EC-77	0°20'09"	850.00'	7.50'	N02°29'33"E 7.50'

LEGEND

- Open 5/8" Iron Pin
- Circle with 'x' - 5/8" Iron Pin
- Triangle with 'x' - 5/8" Iron Pin
- Square with 'x' - 5/8" Iron Pin
- Dashed line - Easement
- Red line - ESR
- Red line with arrow - ESR - Emergency Storm Route
- Blue dashed line - Storm Easement
- Blue dashed line with arrow - Storm Easement
- Blue dashed line with arrow - Storm Easement

M.R.O.E. = Minimum Required Opening Elevation
S.F.F. = Suspended Floor Floor Elevation
E.S.R. = Emergency Storm Route

REVISIONS

Item	Revision Description	Date	Drawn	Chk:
1	REVISED PER WARREN COUNTY	12-05-16	BJR	BRJ



WYNSTEAD SECTION THREE

MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT

Scale: 1" = 50'

DATE OF BEARING: 12-05-16
PAGE NO: 1

Item	Revision Description	Date	Drawn	Chk:
1	REVISED PER WARREN COUNTY	12-05-16	BJR	BRJ



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: December 14, 2016

Subject: Wynstead 3 Development Agreement

Attached is a resolution to approve a development agreement with Grand Communities (aka Fischer Homes) for the Wynstead Section 3 Subdivision. We are finalizing the bonding amounts and all of the exhibits. The Surety information will be completed when we receive it. The estimate for the work to be completed is \$62,250.

Per the Village Subdivision Regulations, the Village and a developer must enter into a subdivider's agreement after the approval of the construction plans but before the approval of the record plat. Fischer Homes has completed all of the public improvements except for the final course of asphalt and seeding and mulching.

Let me know if you have any questions or need additional information.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the Village of South Lebanon, an Ohio Municipal Corporation, 99 S. High Street, South Lebanon, OH 45065 (the "Village"), and Grand Communities, Ltd., whose mailing address is 3940 Olympic Boulevard, Suite 100, Erlanger, KY 41018, (the "Developer"), and (if applicable) _____, whose mailing address is _____ ("the Surety"), is in accordance with the Village's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Village Administrator for the completion of the public and other improvements associated with the residential development known as Wynstead Subdivision Section 3" ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the Village of South Lebanon, County of Warren, State of Ohio, located along Zoar Road , identified as Parcel # 17-36-204-027 & #17-36-200-026, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, in accordance with Sec. 15.20.7 (2) of the Village's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the Village's Subdivision Regulations, incorporated herein by reference; and

WHEREAS, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the Village right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall

remain private, if any, (intersections with street, sanitary, water and/or storm water systems of the Village); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the Village and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the Village, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the Village's Ordinances, Resolutions and Subdivision Regulations. The Village shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The Village will only consider this phased acceptance if this action would be, in the sole opinion of the Village Council, in the Village's best interest.

4. The Developer, upon completion of construction shall submit to the Village reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the Village's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the Village. Prior to acceptance of the Public Improvements by the Village, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the Village and in such a manner as no to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the Village's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the Village. The costs to the Village shall be based upon the Village Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the Village's staff, otherwise, the cost to the Village shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the Village and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the Village a reasonable amount as determined by the Village Administrator to pay for these additional costs.
- 8.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the Village and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the Village, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the Village, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving

operations associated with the development of the site by Developer. Such geotechnical engineer shall provide a written report and copies of the field notes to the Village upon completion of the same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

8.2 Before starting the construction of any improvements, the Developer shall ascertain from the Village Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Village Administrator or the Village Administrator's designee is less than twenty four (24) hours prior to a desired inspection.

8.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the Village has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

9.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the Village's Solicitor. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

9.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the Village ("Issuer") and issued in favor of the Council of the Village of South Lebanon, Ohio for the **Performance bond** in the sum of \$62,250.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public

Improvements yet to be completed as of December 8, 2016, in accordance with the Development Plan and the corresponding schedule of values approved by the Village (attached as "Exhibit D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Village Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the Village and shall contain the following language:

“It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Village Administrator, 99 S. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

“The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Village Administrator, 99 S. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in Wynstead Section 3 Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Wynstead Section 3 Subdivision.

The condition of Default shall occur when the Village Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the Village Council upon demand after the following have occurred: (i) the Village Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Village Administrator; (ii) the Village Administrator shall copy the Fiscal Officer on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Village Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Village Administrator within fourteen (14) days of the Default

Notice, unless the Village Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the Village Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Village Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the Village's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the Village Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the Village may solely determine, as well as apply the funds to any costs incurred by the Village which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Village Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the Village's Fiscal Officer within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to Village Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the Village Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading,

provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the Village.

Any such reduction shall be based on a schedule of values approved by the Village and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the Village.

9.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the Village's Fiscal Officer. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the Village Fiscal Officer, and the Village Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the Village Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.

9.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development

Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the Village's Fiscal Officer, and release of liability upon full payment.

9.2 Maintenance Bond. Upon completion of the final improvements as determined by the Village Administrator and engineer acting in the service of the Village and pursuant to the Subdivision Regulations, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the Village in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.

10. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before December 15 2016 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time is hereby fixed by the Village as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the Village in its reasonable discretion but only after a written application filed with the Village Planning Commission. Such extension, however, will be conditioned upon the Developer providing the Village with updated costs sheets for improvements not yet constructed, and the Village may request additional bonding in an acceptable form as provided in paragraph 9 above.

11. Indemnification. The Developer agrees to indemnify and hold the Village harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the Village per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty

(30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the Village. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable

12. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the Village as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
13. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
14. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
15. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
16. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
17. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the

successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

18. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

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DEVELOPER:

IN EXECUTION WHEREOF, GRAND COMMUNITIES LTD., referred to as the Developer herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 20____, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

SURETY (if applicable)

IN EXECUTION WHEREOF, _____, referred to as the Surety herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 20____ before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

[remainder of the page is blank]

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 20__-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 20____, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Fiscal Officer, of the Village of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a Village Resolution authorizing them to so act.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: _____
Village Solicitor

Exhibit "A" - Legal Description of the Entire Tract(s)

[insert or attach hereto]

Exhibit "B" – Village's Fee Schedule

[attach hereto]

Exhibit "C" – Professional Consultant's Fee Schedule

[attach hereto]

Exhibit "D" – Cost Estimates Sheets

[attach hereto]



McGill Smith Punshon, Inc.
 3700 Park 42 Dr. Suite 190B
 Cincinnati, Ohio 45241

PROJECT: Wynstead Section Three
 Village of South Lebanon, Warren County, Ohio
 Construction Cost Estimate for Remaining Work not completed to Date

PROJECT No: 06420.17
Date: 12/8/2016

Description	Quantity	Unit	Unit Price		Cost
Item 441 Asphalt Surface Course	6,300	SY	\$ 7.50		\$ 47,250.00
Seed and Mulch	10,000	SY	\$ 1.00		\$ 10,000.00
Erosion Control Maintenance	1	Lump	\$ 5,000.00		\$ 5,000.00
Total					\$62,250



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 14, 2016
Subject: McGill Smith Punshon Contract for Cochran Road

We have received a proposal McGill Smith Punshon (MSP) for engineering services to extend sanitary sewer from the entrance to the Wynstead subdivision out to 22-3 to provide sewer to the Books property. The contract is for \$26,500 for all design and surveying work. There is an additional \$800 fee for each easement that is required. At this time, it hasn't been determined how many easements will be required.

The developer for the Books property has submitted a site plan for review so it is imperative to get this project started as soon as possible.

MSP prepared the design and construction oversight for the Ilene Avenue sewer project and has provided the plan review and inspection services for the Wynstead development.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-48**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR
CONSULTING ENGINEER SERVICES FOR ENGINEERING SERVICES FOR THE
COCHRAN ROAD SANITARY SEWER EXTENSION PROJECT, AND DECLARING
AN EMERGENCY**

WHEREAS, the Village desires to extend Village sanitary sewer service to property at 720 East U.S. Route 22&3 within the Village limits; and,

WHEREAS, McGill Smith Punshon, Inc. has submitted a proposal that includes preliminary design, final design, topographic survey, easement preparation and preparation of documents to be submitted to the Ohio Environmental Protection Agency (OEPA); and,

WHEREAS, immediate action is required to expedite the design of sanitary sewer to said property, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with McGill Smith Punshon Inc. for consulting engineer services for required the Cochran Road Sanitary Sewer Project for a not to exceed amount of \$26,500.00, as attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this _____ day of December, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2016



AGREEMENT FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix
Village Administrator
Village of South Lebanon (CLIENT)
99 North High Street
South Lebanon, Ohio 45065

For

Cochran Road
Public Sanitary Sewer Main Extension
Village of South Lebanon, Ohio

MSP Project No. 06308.06

December 12, 2016

1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

1.1. Professional Civil Engineering Design Services:

1.1.1. Preliminary Design:

Utilizing Warren County GIS base mapping MSP will prepare a preliminary plan showing potential sanitary sewer alignments for consideration in an effort to determine the best alignment for final design. MSP will identify issues such as depth and potential conflicts with utilities.

MSP will prepare preliminary construction costs for each alignment for The Village's use in considering the best potential alignment for final design.

1.1.2. Final Design:

MSP will prepare detailed plans including title sheet, plans, profiles, elevations, sections, miscellaneous details, and specifications for work required to construct the proposed public sanitary sewer main extension. Details and recommendations of location for erosion and sedimentation control measures will be included.

Prepare on behalf of the Village of South Lebanon the required Ohio EPA applications for a "Permit to Install" after the design is finalized.

Distribute final design plans to the local utility companies for review, comment, and identify existing utility locations within the proposed construction limits.

A representative from MSP will attend meetings as requested by the Village of South Lebanon with a maximum of three (3) per this proposal. If additional representation at meetings is required, MSP will invoice the additional meetings on a time and material basis per the attached hourly rate schedule.

MSP will coordinate with the geotechnical engineering firm The Village contracts with on the project in an effort to establish and locate areas the geotechnical engineer will need to take soil borings and soil samples within the project limits.

MSP will prepare construction bid quantities for The Village's use in submitting to potential Bidders.

A representative from MSP will make site visits to view and report on the construction progress and procedures as requested by the Village of South Lebanon with a maximum of eight (8) site visits per this proposal. If additional site visits are required, MSP will invoice the additional site visits on a time and material basis per the attached hourly rate schedule.

1.2. Topographic Survey for Design Phase:

Research public records to obtain deeds, surveys, and tax maps for affected parcels from the appropriate Warren County governmental agency.

Prior to starting the field surveying portion of the work MSP will provide the Village with a list of property owner names and mailing addresses for the Village's use in notifying the affected property owners of the proposed project.

Perform the necessary land surveying services and document research required to prepare base map information, which includes existing utilities, driveway locations and type (i.e. concrete, asphalt), roadways, roadway culverts with material, size and invert elevations, structures, finish floor elevations, vegetation, watercourses, and property lines of affected parcels with the respective property owner, parcel identification number, and address street number shown. Land surveying horizontal control to be North American Datum (NAD) 83 and vertical control to be North American Vertical Datum (NAVD) 88. Survey control points and temporary bench marks will be identified and shown on the plans.

Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.

MSP will prepare a topographic base map in accordance with the above stated scope of services.

1.3. Easement Documents:

MSP will prepare required survey easement documents to facilitate easement acquisition and other agreements. MSP will prepare the required easement plats and legal descriptions suitable for recording and processing by the appropriate Village and County agencies.

1.4. Submittals and Approvals:

MSP will provide to the client professionally stamped drawings and specifications. MSP will provide follow-up response to correction letters or comment's as provided to MSP by the Client and the State governing authority (OEPA).

1.5. Client's Responsibilities

The CLIENT is responsible for all permit fees and plan review fees charged by governmental agencies

2. COMPENSATION:

2.1. The Basic Fee for the services as described in Section I. shall be as follows:

We anticipate our fees to break down as follows:

Professional Civil Engineering	
Schematic Design	\$ 3,000.00
Final Design	\$15,500.00
Topographic Survey	\$ 8,000.00
Easement Documents	\$ 800.00 per document

Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.

2.2. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.

2.3. All past due amounts shall bear interest at the rate of one and one-quarter percent (1 ¼%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.

2.4. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.

2.5. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule.

3. EXCLUSIONS

3.1. Exclusions from the scope of services include, but are not limited to, the following:

- 3.1.2. Individual lot surveys.
- 3.1.3. Construction Surveying Layout and Staking
- 3.1.4. Geotechnical and Environmental Investigations or Coordination
- 3.1.5. Design of Lift Stations.
- 3.1.6. Resident Inspections.
- 3.1.7. Construction Supervision or Administration.
- 3.1.8. As-Built Surveys.
- 3.1.9. Plan review, Application, Inspection, and Permit fees
- 3.1.10. Participation in Mitigation and Litigation
- 3.1.11. Video inspection of existing sanitary sewer and tap locations.

4. GENERAL TERMS

4.1. Client's Responsibility

MSP shall indicate to the CLIENT the project criteria, reports, surveys, site utility drawings and other information required to render the services specified herein. The CLIENT shall provide such information to MSP as is available. The foregoing information, surveys, reports and drawings shall be furnished at the CLIENT's expense, and MSP shall be entitled to rely upon the accuracy and completeness thereof.

Prompt written notice shall be given by the CLIENT to MSP if the CLIENT becomes aware of any fault or defect in the project or non-conformance with the contract documents.

The CLIENT shall designate a representative authorized to act in his behalf with respect to the project. The CLIENT or his representative shall examine the documents submitted by MSP and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of MSP's work. The Client is responsible for all permit fees and plan review fees charged by governmental agencies.

4.2. Standard of Care

In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

4.3. Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

4.4. Indemnifications

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.

4.5. Risk Allocations

In recognition of the relative risks and benefits of the project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.

4.6. Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

4.7. Instruments of Service

All reports, drawings, specifications, field data, calculations, estimates and other documents prepared by MSP for this project shall remain the property of MSP. The CLIENT shall be permitted to retain copies, including reproducible copies of the drawings, specifications and other documents for information and reference in connection with the CLIENT's use and occupancy of the project.

4.8. Ownership of Documents

All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its sub-consultants.

4.9. Defects in Service

CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4.10. Construction Activities

MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

4.11. Dispute Resolution

Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or medication in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

4.12. Relationship of Parties

All services provided by MSP are for the sole use and benefit of CLIENT.
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.

4.13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

4.14. Applicable Law

The law applicable to this Agreement is the state of the Project location

Respectfully submitted,

McGill Smith Punshon, Inc.



Douglas A. Smith, P.E., P.S.
Project Engineer/Manager

0630806A-CLI-PRO-Civil-Village of South Lebanon-Cochran Road-San Sew Extension.docx

CLIENT
Approved and accepted.

Signature

Title

Date _____

Approved as to form:

Paul R. Revelson
Village Solicitor

Date

HOURLY RATE SCHEDULE

Principal	\$135-\$180.00/hour
Project Manager	\$90-\$165.00/hour
Registered Engineer	\$120-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner	\$90-\$130.00/hour
Professional Surveyor	\$85-\$180.00/hour
Designer/Job Captain	\$75-\$110.00/hour
CADD Operator/Technician	\$55-\$95.00/hour
Surveying (Monday through Friday)	

2 Man Crew.....\$135.00/hour

1 Man Crew.....\$95.00/hour

Technical Support

\$55-\$125.00/hour

Travel 54.0¢ per mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2016

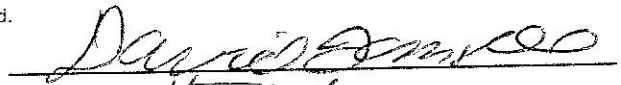
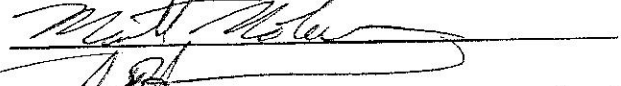
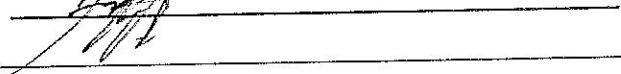
OFFICIAL CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the VILLAGE OF SOUTH LEBANON, for the fiscal year beginning January 1st, 2017.

FUND	Unencumbered Balance Jan. 1st, 2017	Property Tax	Other Sources	Total
General Fund	2,455,132.00	129,000.00	1,620,821.00	
(Local Government)			26,195.09	4,231,148.09
Special Revenue				
1 Street	150,000.00	XXXX	280,000.00	430,000.00
2 Shepherd's Crossing Improvements	21,880.00	XXXX	0.00	21,880.00
3 Permissive Tax	60,000.00	XXXX	30,000.00	90,000.00
4 Homestead Improvements	33,243.00	XXXX	0.00	33,243.00
5 Woodknoll Bonds	0.00	XXXX		0.00
6 Community Center	10,000.00	XXXX	0.00	10,000.00
7 Park	2,000.00	XXXX	10,000.00	12,000.00
8 DUI	1,575.00	XXXX	50.00	1,625.00
9 Mayor's Court Special Projects	7,000.00	XXXX	800.00	7,800.00
10 TIF Fund	1,000.00	XXXX	800,000.00	801,000.00
11 Indigent Alcohol Monitoring	1,752.00	XXXX	0.00	1,752.00
12 Vista Pointe Bonds	16,195.00	XXXX	0.00	16,195.00
13 Unclaimed Funds	233.00	XXXX	150.00	383.00
Enterprise Funds				
1 Water	500,000.00	XXXX	585,690.00	1,085,690.00
2 Sewer	2,000,000.00	XXXX	739,000.00	2,739,000.00
3 Sanitation	40,000.00	XXXX	240,000.00	280,000.00
4 Deposit Trust	85,692.00	XXXX	2,000.00	87,692.00
5 Utility Maintenance Reserve	115,935.00	XXXX	461.00	116,396.00
TOTALS	5,501,637.00	129,000.00	4,335,167.09	9,965,804.09

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

Date Aug 25th, 2016

Budget
Commission

“TEMPORARY”

Ordinance 2016-20

An Ordinance to make appropriations for current expenses and other expenditures of the Village of South Lebanon, State of Ohio, for the period of January 1, 2017 through December 31, 2017 and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED By the Council of the Village of South Lebanon, Ohio at least two-thirds of the current members elected thereto, concurring that, to provide for the current expenses and other expenditures of the said Village of South Lebanon during the period of January 1, 2017 through December 31, 2017. The following sums are hereby set aside and appropriated as follows:

SECTION I. That there be appropriated for the General Fund:

POLICE:

1000-110-399	Sheriff Contract Services	542,994.98
1000-110-270	Uniforms & Cleaning	7,000.00
1000-110-311	Gas & Electric	11,000.00
1000-110-329	Communications/Printing/Advertising	4,000.00
1000-110-433	Vehicle Repairs/Maintenance	20,000.00
1000-110-359	Vehicle Insurance	1,300.00
1000-110-410	Office Supplies	2,000.00
1000-110-252	Gas & Oil	40,000.00
1000-110-440	Vehicles/Equipment	109,000.00
1000-110-348	Training	1,300.00
		<hr/>
		738,594.98

GENERAL STREETLIGHTING:

1000-130-319		50,000.00
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MAYOR'S OFFICE EXPENSES:

1000-710-161	Salaries and Related Expenses	6,000.00
1000-710-329	Communications/Printing/Advertising	2,000.00
1000-710-353	Officials Liability Insurance	2,560.00
1000-710-410	Office Supplies	2,000.00
		<hr/>
		12,560.00

MAYOR'S COURT AND RELATED EXPENSES:

1000-720-162	Court Clerk Salary and Related Expenses	40,000.00
1000-720-410	Office Supplies	1,500.00
1000-720-329	Communication/Printing/Advertising	2,000.00
1000-720-169	Magistrate Services	<u>20,000.00</u>
		63,500.00

COUNCIL SALARIES AND RELATED EXPENSES:

1000-710-111		28,800.00
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SOLICITOR SALARY:

1000-750-141		25,000.00
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VILLAGE ADMINISTRATOR:

1000-710-131	Salary and Related Expenses	80,000.00
1000-710-329-1000	Communications/Printing/Advertising	3,500.00
1000-710-410-1000	Office Supplies	3,000.00
1000-710-252	Travel & Cell Phone	3,600.00
1000-710-390-1000	IT Services	<u>8,000.00</u>
		98,100.00

ADMINISTRATOR'S STAFF SALARIES:

1000-531-132		100,000.00
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FISCAL OFFICER:

1000-725-121	Salary and Related Expenses	70,000.00
1000-725-329	Communications/Printing/Advertising	4,000.00
1000-725-410	Office Supplies	<u>3,000.00</u>
		77,000.00

TAX COMMISSIONER:

1000-755-122	Salary and Related Expenses	43,000.00
1000-755-329	Communications/Printing/Advertising	6,000.00
1000-755-410	Office Supplies	3,500.00
1000-760-600	Tax Refund	<u>26,000.00</u>
		78,500.00

CONTRIBUTIONS/DUES/FEES:

1000-220-650		6,000.00
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LAND AND BUILDINGS:

1000-730-530-1001	Renovation of School	500,000.00
1000-730-530-1013	Maintenance Facility	83,333.33
1000-320-395	Joint Parks and Playgrounds	140,000.00
1000-790-353	Village Liability Insurance	2,600.00
1000-790-420	Operating Supplies	20,000.00
1000-730-431	Maintenance and Repairs	<u>75,000.00</u>
		820,933.33

PROFESSIONAL SERVICES:

1000-790-349	Other Professional Services	210,000.00
1000-790-340-1002	Solicitor Fees	20,000.00
1000-790-340-1003	Public Defender Fees	5,000.00
1000-790-340-1004	Other Legal Fees	20,000.00
1000-790-340-1006	Village Engineer Fees	150,000.00
1000-790-399-1007	Cleaning Service	5,700.00
1000-790-390-1008	Bank Fees	2,000.00
1000-790-390-1009	Credit Card Fees	3,000.00
1000-790-390-1011	Other Consulting Fees	20,000.00
1000-790-395-1012	Recording Fees	<u>1,000.00</u>
		436,700.00

1000-710-211	OPERS/Village	45,000.00
1000-710-213	Medicare/Village	8,000.00
1000-710-221	Medical/Village	100,000.00
1000-710-223	Dental/Village	10,000.00
1000-710-224	Vision/Village	1,200.00
1000-710-225	Worker's Comp/Village	3,000.00

CAPITAL OUTLAY:

1000-800-590		1,528,259.78
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GENERAL FUND TOTAL **4,231,148.09**

PERMISSIVE TAX:

2101-610-439	Street Paving & Repairs	<u>90,000.00</u>
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PERMISSIVE FUND TOTAL **90,000.00**

STREET FUND:

2011-690-132	Salaries and Related Expenses	75,000.00
2011-800-555-2001	Current Year Projects	217,600.00
2011-690-359	Vehicle Insurance	2,600.00
2011-690-394	Equipment	4,000.00
2011-690-396	Supplies/Minor Equipment	40,000.00
2011-690-433	Vehicle Repairs/Maintenance	3,500.00
2011-690-252	Gas & Oil	5,000.00
2011-630-396-2002	Street Sweeping	10,000.00
2011-630-396-2003	Street Salt	25,000.00
2011-610-396-2004	OPWC Zoar Road	17,200.00
2011-610-590-2005	CVT – Projects	<u>25,899.00</u>
		425,799.00
2011-690-211	OPERS/Village	10,000.00
2011-690-213	Medicare/Village	1,200.00
2011-690-221	Medical/Village	16,000.00
2011-690-223	Dental/Village	1,000.00
2011-690-224	Vision/Village	400.00
2011-690-225	Worker's Comp/Village	1,500.00
	STREET FUND TOTAL	455,899.00

WATER FUND:

5101-531-132	Salaries and Expenses	80,000.00
5101-533-312-7060	Water Purchase	200,000.00
5101-533-399-7003	Water Testing	6,000.00
5101-533-397-7061	Water Projects	200,000.00
5101-533-420	Operations & Maintenance	263,571.74
5101-531-311-7000	Office Gas & Electric	1,500.00
5101-535-311-7005	Pumps & Tower Electric	9,000.00
5101-531-329	Communications/Printing/Advertising	5,000.00
5101-539-433	Vehicle Repairs/Maintenance	3,500.00
5101-539-359	Vehicle Insurance	2,600.00
5101-539-353-7010	Officials Liability	1,300.00
5101-539-353-7015	Village Liability	2,600.00
5101-539-352	Building Insurance	2,600.00
5101-533-410	Office Supplies	2,000.00
5101-539-252	Gas & Oil	5,000.00
5101-539-394-7006	Equipment	40,000.00
5101-533-440	Small Tools/Minor Equipment	40,000.00
5101-539-394-7004	Repairs Machinery/Equipment	15,000.00
5101-730-530-1013	Maintenance Facility	83,333.33
5101-850-790-7025	OWDA PROJECT #1900 Lines	25,216.00
5101-850-790-7030	OWDA PROJECT #1901	22,893.21
5101-850-790-7055	OWDA PROJECT #6216 (Main)	7,040.72
5101-533-391-7040	Cincinnati Water Works Fee	<u>33,335.00</u>
		1,051,490.00
5101-539-211	OPERS/Village	15,000.00
5101-539-213	Medicare/Village	1,500.00
5101-539-221	Medical/Village	15,000.00
5101-539-223	Dental/Village	900.00
5101-539-224	Vision/Village	300.00
5101-531-225	Workers' Comp/Village	1,500.00
	WATER FUND TOTAL	1,085,690.00

SEWER FUND:

5201-541-132	Salaries and Related Expenses	260,500.00
5201-599-300-6035	Sewer Treatment Contract	210,000.00
5201-543-397	Operations & Maintenance	1,210,766.67
5201-541-311-6000	Office Gas & Electric	2,000.00
5201-541-311-6005	Lift Station Electric	35,000.00
5201-541-329	Communications/Printing/Advertising	15,000.00
5201-549-433	Vehicle Repairs	10,000.00
5201-549-359	Vehicle Insurance	2,600.00
5201-541-353-6010	Officials Liability	2,600.00
5201-549-353-6015	Village Liability	2,600.00
5201-541-352	Building Insurance	2,600.00
5201-543-410	Office Supplies	3,000.00
5201-549-252	Gas & Oil	6,000.00
5201-543-432	Lift Station Repairs	350,000.00
5201-543-440	Equipment	250,000.00
5201-549-440-6021	Small Tools/Minor Equipment	180,000.00
5201-730-530-1013	Maintenance Facility	<u>83,333.33</u>
		2,626,000.00

5201-541-211	OPERS/Village	28,000.00
5201-541-213	Medicare/Village	15,000.00
5201-541-221	Medical/Village	60,000.00
5201-541-223	Dental Insurance/Village	5,000.00
5201-541-224	Vision/Village	1,000.00
5201-541-225	Worker's Comp/Village	4,000.00

SEWER FUND TOTAL 2,739,000.00

SANITATION FUND:

5601-561-132	Salaries and Related Expenses	8,000.00
5601-564-398	Solid Waste Disposal	<u>262,350.00</u>
		270,350.00

5601-561-211	OPERS/Village	6,000.00
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5601-561-213	Medicare/Village	800.00
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5601-561-221	Medical/Village	2,000.00
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5601-569-223	Dental Insurance/Village	500.00
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5601-561-224	Vision/Village	350.00
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SANITATION FUND TOTAL		280,000.00
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MAYOR'S COURT SPECIAL PROJECTS FUND:

2906-720-690		7,800.00
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INDIGENT ALCOHOL MONITORING

2082-110-391		1,752.00
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DUI FUND:

2081-110-391		1,625.00
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PARK FUND:

2041-320-395		12,000.00
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COMMUNITY CENTER:

2901-310-431 10,000.00

HOMESTEAD PUBLIC IMPROVEMENTS

2903-990-990-5011 33,243.00

VISTA POINTE STREET/SEWER BOND

2904-990-990-5006 16,195.00

SHEPHERD'S CROSSING PUBLIC IMPROVEMENTS

2905-990-990-5012 21,880.00

DEPOSIT TRUST:

5781-599-620 87,692.00

UNCLAIMED FUNDS

9101-990-990-6001 383.00

TIF FUND

2907-410-600-5000 1,000.00

2907-850-790 Debt Service 525,700.89

2907-790-640 Payment to Kings Local 274,299.11

801,000.00

UTILITY MAINTENANCE AND RESERVE: 116,396.00

TOTAL APPROPRIATED FUNDS 2017 9,991,703.09

**TIME BEING OF THE ESSENCE IN ORDER TO MAKE PROPER
APPROPRIATIONS FOR THE YEAR 2017, THIS SHALL BE DEEMED AN
EMERGENCY AND SHALL BE EFFECTIVE UPON ITS PASSAGE.**

Passed:

Sharon A. Louallen, Fiscal Officer

James D. Smith, Mayor

Approved as to form:

**Paul Revelson
Village Solicitor
South Lebanon, Ohio**

By: _____

Date: _____

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-44**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONSENT
AGREEMENT FOR THE AMENDMENT OF THE ROADWAY DECLARATION FOR
STONELAKE AT RIVER'S BEND**

WHEREAS, Lifestyle Communities by Miller Valentine at Stonelake, LLC executed a Declaration of Easement for Ingress and Egress ("Declaration") on November 30, 2007, which is recorded in OR Volume 4592 Page 377, Warren County, Ohio Recorder's Office; and

WHEREAS, Section 10 of the Declaration states:

Declarant agrees that, as part of approval of the PUD, that the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets converted to public streets or otherwise dedicated to the Village. Upon transfer of the Roadway to the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village. This restriction shall remain in effect for so long as this Declaration is in place and shall be binding upon Declarant, the Association, and their respective successors, assigns and designees[;]

WHEREAS, Section 18 of the Declaration states

No part of this Declaration may be amended or terminated without the prior written consent of the owner(s) of the Roadway and the Village[;]

WHEREAS, the Stonelake at River's Bend Homeowner's Association, Inc., executed an amendment to the Declaration ("Amendment"), a copy of which is attached hereto as Exhibit A. Section 4 of the Amendment permits the roadway as defined in the Declaration to be converted to public streets or otherwise dedicated to the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Mayor is authorized to execute the consent agreement attached hereto as Exhibit B, thereby consenting to the amendment of the Declaration as stated in Exhibit A.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this day of , 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable) /2016	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016 /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ___/___/2016

Exhibit A

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION ("Third Amendment") is made this 18 day of October, 2016, by the Owners of the Stonelake at River's Bend Homeowners' Association, Inc. ("Association") an Ohio non-profit corporation.

RECITALS

- A. The properties mentioned and listed in the Legal Description attached hereto and incorporated by reference herein as **Exhibit A** (collectively the "Subdivision") are subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14th, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- B. The Declaration was subsequently amended by the First Amendment to Declaration, recorded April 15, 2011 at the Warren County Official Record Volume Vol. 5302, Page 608, et seq.
- C. The Declaration was subsequently amended by the Second Amendment to Declaration, recorded August 3, 2011 at the Warren County Official Record Volume Vol. 5355, Page 527, et seq.
- D. The Association, as successor to the Declarant, is also party to that certain Declaration of Easement for Ingress and Egress recorded December 14, 2007 at the Warren County Official Record Volume Vol. 4592, Page 377, et seq. (hereinafter "Roadway Declaration"), which relates to the existing roadway as described in the Legal Description attached hereto and incorporated herein by reference as **Exhibit B** (the "Existing Roadway").

- E. The Association now desires to amend the Declaration and the Roadway Declaration, in accordance with the terms and conditions set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals and definitions are hereby incorporated into and made a part of this Third Amendment, as though restated and set forth verbatim in this Section.

2. **Authority to Amend**. Pursuant to Section 16.2 of the Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision have the authority to amend the Declaration; and pursuant to Section 16.2 of the Declaration and Section 18 of the Roadway Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision, with the written consent of the Village of South Lebanon, Ohio ("Village") have the authority to amend the Roadway Declaration.

3. **Amendment to Declaration by Removal of Private Roadway as part of Common Area:**

All references in the Declaration, Code of Regulations, and any other governing document of the Association, including, but not limited to, the definition of Common Areas found in Article 9, Section 9.1 of the Declaration, are hereby amended so as to remove the Existing Roadway also known in the Declaration as the Private Roadway (the street and land more particularly described on **Exhibit B** attached hereto and incorporated herein), from being included in the Common Areas or Common Elements of the Association. To the extent the Declaration, Code of Regulations, any Amendments, and any drawings of the Association contain any reference to the Existing Roadway as being part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Declaration, Code of Regulations, Amendments, or drawings are made hereby.

4. **Amendment to Roadway Declaration**. The Roadway Declaration is hereby amended as follows:

- (i.) Section 10 of the Roadway Declaration is hereby eliminated and replaced with the following:

10. **RESTRICTION ON DEDICATION OF ROADWAY**. Declarant agrees that, as part of the approval of the PUD, the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets

converted to public streets or otherwise dedicated to the Village. Upon transfer of the Roadway the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village unless the Association both amends its Declaration to do so, with the approval of sixty-seven percent (67%) of its Owners in accordance with Section 16.2 of the Declaration and obtains written consent of the Village for such action, in accordance with Section 18 of the Roadway Declaration.

- (ii.) The Association hereby amends the Roadway Declaration to allow for the Existing Roadway to be converted to public streets or otherwise dedicated to the Village. To the extent the Roadway Declaration of the Association contains any other reference limiting or prohibiting the Existing Roadway from being removed as part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Roadway Declaration are made hereby.

5. **Certification of Homeowners' Association.** Pursuant to Article 16.2 of the Declaration, the President of the Stonelake at River's Bend Homeowners' Association, Inc. (the "Association"), by signing below, hereby certifies and attests to the fact that at least 67% of the Owners within the Subdivision have voted affirmatively to approve this Third Amendment, and that the Village of South Lebanon Ohio has provided the requisite written consent required by Section 18 of the Roadway Declaration, as reflected below.

[This portion intentionally left blank]
[Signature Page to follow immediately after]

Exhibit A
Legal Description
Of Property

Situated in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots numbered 1 through 60, 61 O/S, 62 O/S, 63 O/S, 64 O/S, 65 ~~GA~~ and Open Space ~~lots~~ as shown in the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 and 39, Warren County, Ohio records. *S.W.R.*

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
1	12-01-477-008	33	12-01-477-040
2	12-01-477-009	34	12-01-477-041
3	12-01-477-010	35	12-01-477-042
4	12-01-477-011	36	12-01-477-043
5	12-01-477-012	37	12-01-477-044
6	12-01-477-013	38	12-01-477-045
7	12-01-477-014	39	12-01-477-046
8	12-01-477-015	40	12-01-477-047
9	12-01-477-016	41	12-01-477-048
10	12-01-477-017	42	12-01-477-049
11	12-01-477-018	43	12-01-477-050
12	12-01-477-019	44	12-01-477-051
13	12-01-477-020	45	12-01-477-052
14	12-01-477-021	46	12-01-477-053
15	12-01-477-022	47	12-01-477-054
16	12-01-477-023	48	12-01-477-055
17	12-01-477-024	49	12-01-477-056
18	12-01-477-025	50	12-01-477-057
19	12-01-477-026	51	12-01-477-058
20	12-01-477-027	52	12-01-477-059
21	12-01-477-028	53	12-01-477-060
22	12-01-477-029	54	12-01-477-061
23	12-01-477-030	55	12-01-477-062
24	12-01-477-031	56	12-01-477-063
25	12-01-477-032	57	12-01-477-064
26	12-01-477-033	58	12-01-477-065
27	12-01-477-034	59	12-01-477-066
28	12-01-477-035	60	12-01-477-067
29	12-01-477-036	61 O/S	12-01-477-068
30	12-01-477-037	62 O/S	12-01-477-069
31	12-01-477-038	63 O/S	12-01-477-070
32	12-01-477-039	64 O/S	12-01-477-071
		65 GA O/S	12-01-477-072

(BF)
FOR ALL

EXHIBIT B

Legal Description of the Property

Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lot 65 an Open Space Lot, as shown on the Record Plat for Stone Lake recorded in Plat Book 78, Pages 26, 27, Warren County, Ohio records.

Open Space Lot

Lot 65

12-01-477-072

Easement Only

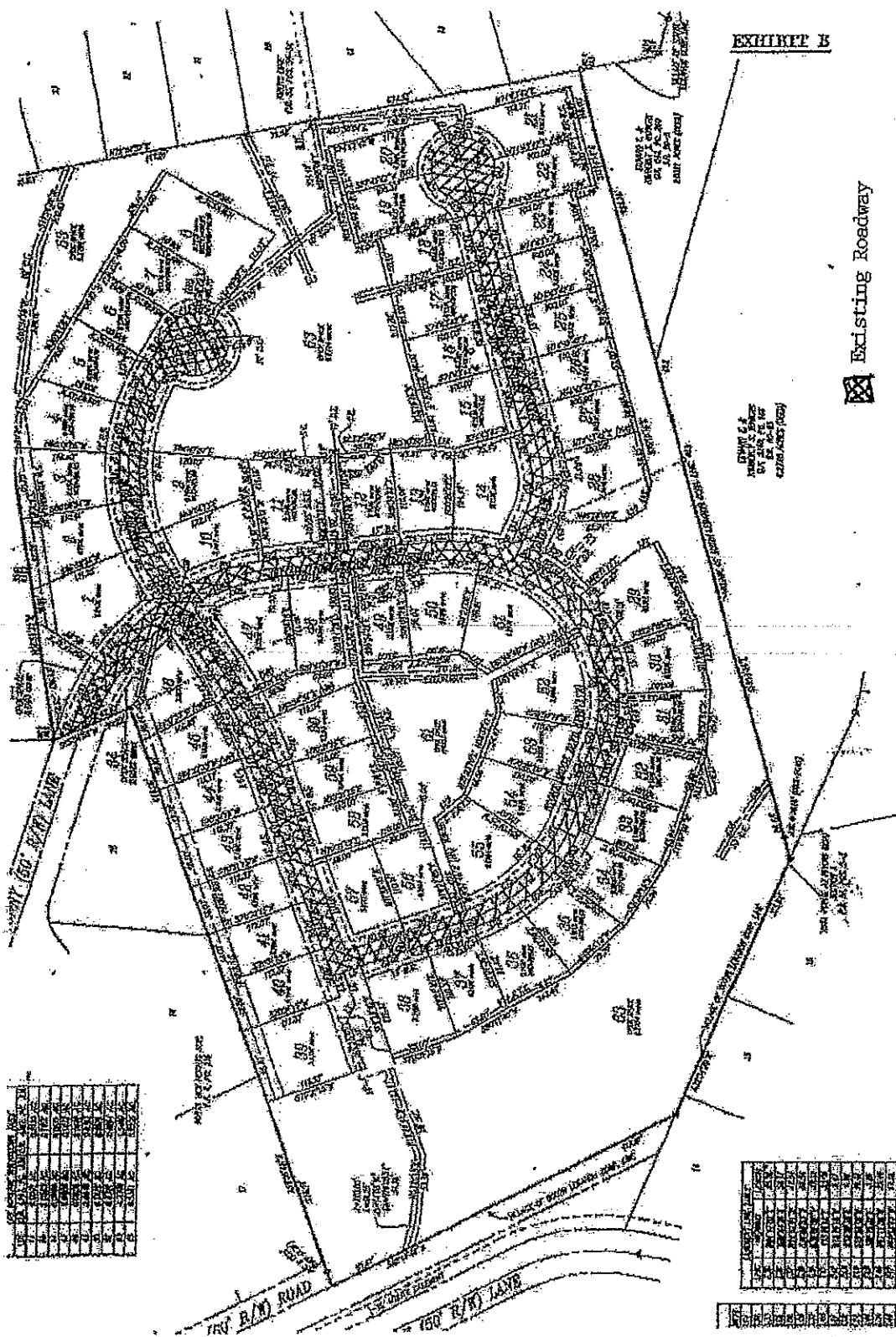


EXHIBIT B

Existing Roadway

PROPERTY OWNER MUST NOTIFY ALL ADJACENT PROPERTY OWNERS OF THE PROPOSED ROADWAY AND OBTAIN THEIR CONSENT TO THE PROPOSED ROADWAY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE FEDERAL HIGHWAY ADMINISTRATION.

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE FEDERAL HIGHWAY ADMINISTRATION. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE FEDERAL HIGHWAY ADMINISTRATION.

GRAPHIC SCALE



A1	100	100
A2	100	100
A3	100	100
A4	100	100
A5	100	100
A6	100	100
A7	100	100
A8	100	100
A9	100	100
A10	100	100
A11	100	100
A12	100	100
A13	100	100
A14	100	100
A15	100	100
A16	100	100
A17	100	100
A18	100	100
A19	100	100
A20	100	100
A21	100	100
A22	100	100
A23	100	100
A24	100	100
A25	100	100
A26	100	100
A27	100	100
A28	100	100
A29	100	100
A30	100	100

Lot No.	Area (sq. ft.)	Area (sq. ft.)
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100