

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
APRIL 20, 2017
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

Major Steve Arrasmith
Investigations Division Commander
Warren County Drug Task Force

4. Floor open to the public:

5. New Business:

Emergency Resolution 2017-21 authorizing plat for
Woodknoll Section 4

Emergency Resolution 2017-22 authorizing
development agreement for Woodknoll Section 4

Emergency Resolution 2017-23 authorizing agreement
with Choice One for construction phase of Shepherd's
Crossing Section 2

Emergency Resolution 2017-24 authorization to
purchase a new skid steer loader

First Reading Ordinance 2017-05 setting compensation
rates for full-time employees

Authorization of Invoices

Authorization of March Financial Statements

6. Old Business:

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

From: Jerry Haddix, Village Administrator

Date: April 18, 2017

Subject: Woodknoll Section 4 Final Plat & Development Agreement

Attached are resolutions to approve the final plat for the Woodknoll Section 4 Subdivision as well as the development agreement. With the exception of the final course of asphalt, the infrastructure improvements are in place.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A PLAT FOR WOODKNOLL SECTION 4 SUBDIVISION,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on March 28, 2017, and conditionally approved the final plat for the Woodknoll Section 4 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 Woodknoll Section 4 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 20th day of April, 2017.

Attest: _____

Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)

Effective Date – / /2017

Vote - ____ Yeas

____ Nays

First Reading – / /2017

Effective Date – / /2017

Second Reading – / /2017

Third Reading– / /2017

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2017

WOODKNOLL SUBDIVISION
SECTION 4

SEC 32 – TOWN 5 – RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

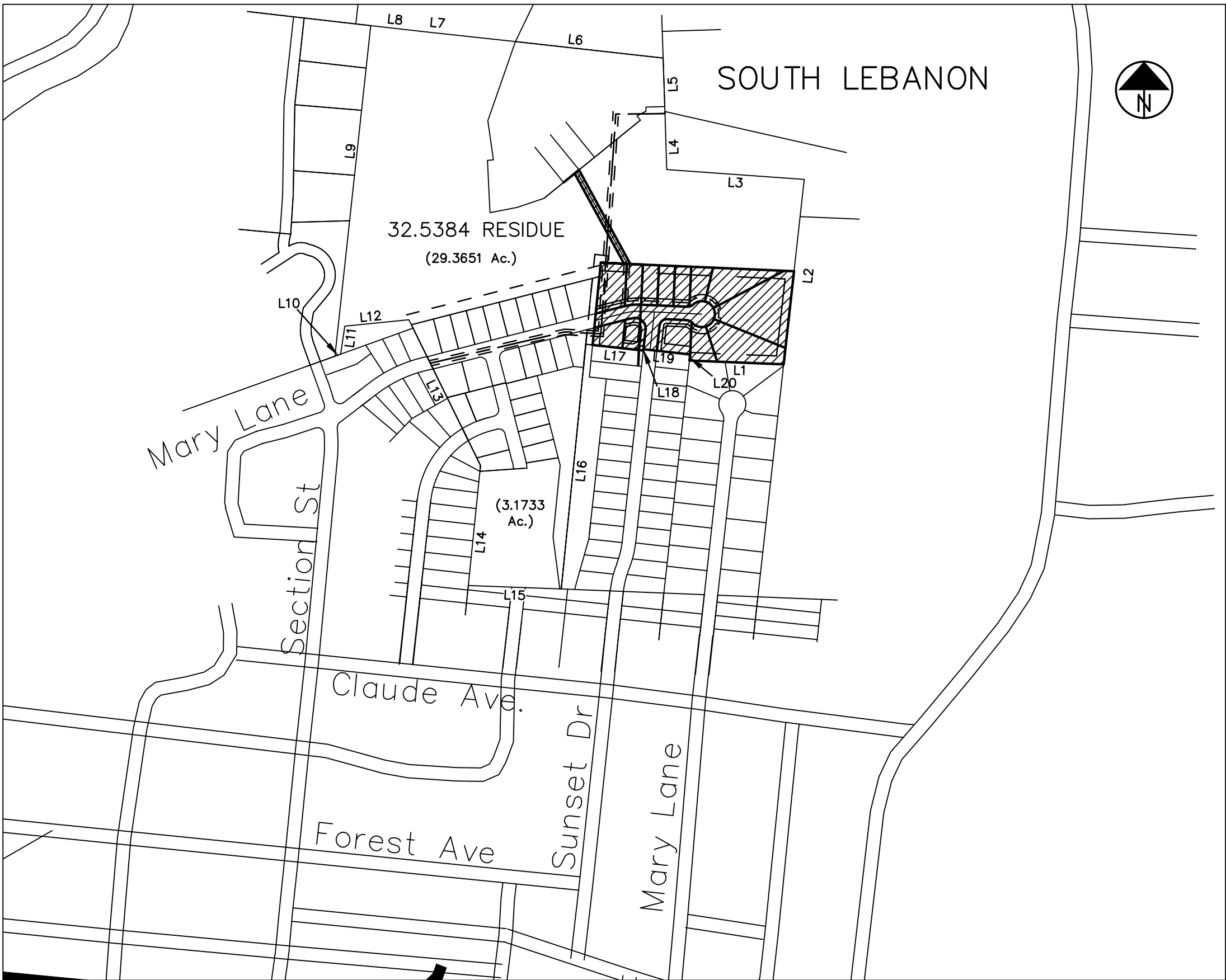
LOT NUMBER	PARCEL NUMBER
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	

NOTES

- EXISTING ZONE OF SITE. R3/PUD
- PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
- PROPOSED WATER SUPPLY: VILLAGE OF SOUTH LEBANON.
- PROPOSED SEWAGE DISPOSAL: VILLAGE OF SOUTH LEBANON.
- ALL BUILDING SETBACKS SHALL BE 25 FT., SIDE YARD SETBACKS SHALL BE 6 FT. MINIMUM/12 FT. TOTAL CONSISTENT WITH THE UNDERLYING ZONING. 5' DRAINAGE EASEMENTS SHALL BE PROVIDED ALONG ALL SIDE LOT LINES AND 10 FT. DRAINAGE EASEMENTS SHALL BE PROVIDED ALONG ALL REAR LOT LINES.
- THE ABOVE PLAT IS BASED UPON A BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY McCARTY ASSOCIATES IN APRIL 1995.
- BASED UPON THE SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 390563 0005 C, DATED OCTOBER 18, 1994. ZONE "X" DENOTES AREAS BEING OUTSIDE 500 – YEAR FLOOD PLAIN.
- THE SIZE AND/OR LOCATION OF UNDERGROUND UTILITIES WAS PROVIDED BY THE UTILITY COMPANIES AND IS NOT WARRANTED CORRECT OR COMPLETE BY THE SURVEYOR.
- THE DEED REFERENCES AND SURVEYORS RECORDS AS LISTED ON THE PLAT WERE USED AS A BASIS FOR CARRYING OUT THE WORK.
- NO EVIDENCE OF OCCUPATION EXISTS ALONG PROPERTY LINES INDICATED BY SOLID LINES.
- ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- GREEN SPACE: 0.2184 Ac.
AREA IN SANITARY SEWER EASEMENT 0.1796 Ac.
AREA IN LOTS: 4.5395 Ac.
AREA IN STREET: 0.7251 Ac.
TOTAL AREA: 5.6626 Ac.
- ALL LOTS AND COMMON AREAS SHALL BE SUBJECT TO ADMINISTRATION BY A HOMEOWNERS ASSOCIATION.
- COVENANTS AND RESTRICTIONS ARE RECORDED IN DOC. No. _____

OWNER/DEVELOPER

SHEPHERDS CROSSING DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249



OUTLINE SKETCH OF ORIGINAL TRACT
SCALE 1" = 400'

LINE TABLE		
LINE No.	BEARING	LENGTH
L1	N 87°41'42" W	350.95'
L2	S 6°19'59" W	693.22'
L3	S 85°58'34" E	513.34'
L4	S 1°47'42" E	216.59'
L5	S 1°52'25" E	199.54'
L6	S 83°41'17" E	553.58'
L7	S 83°45'09" E	333.98'
L8	S 83°30'43" E	207.56'
L9	N 6°10'32" E	1238.56'
L10	S 70°11'07" W	22.58'
L11	S 8°11'08" W	105.04'
L12	S 84°11'08" W	240.17'
L13	N 26°11'52" W	604.59'
L14	N 5°50'06" E	449.82'
L15	N 87°55'34" W	346.10'
L16	S 5°44'54" W	915.94'
L17	N 83°42'47" W	215.36'
L18	S 6°17'12" W	4.39'
L19	N 83°42'47" W	175.00'
L20	N 6°17'13" E	22.64'

APPROVALS

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 2017

VILLAGE OF SOUTH LEBANON

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2017, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION No. _____ ADOPTED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

ATTEST: _____
JAMES D. SMITH, MAYOR NICOLE ARMSTRONG, FISCAL OFFICER

COUNTY AUDITOR

TRANSFERRED ON THIS _____ DAY OF _____, 2017

BY _____ DEPUTY _____ WARREN COUNTY AUDITOR

COUNTY RECORDER

FILE NO. _____
RECEIVED ON THIS _____ DAY OF _____, 2017 AT _____ M.
RECORDED ON THIS _____ DAY OF _____, 2017 AT _____ M.

RECORDED IN PLAT BOOK NO. _____, PAGE _____
FEE _____
BY _____ DEPUTY _____ WARREN COUNTY RECORDER

OWNER'S CONSENT AND DEDICATION.

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF 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 PUBLIC UTILITIES AND 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 SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS 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 INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO DUKE ENERGY, VILLAGE OF SOUTH LEBANON WATER & SEWER, CENTURY LINK, AND TIME WARNER CABLE/SPECTRUM.

WE THE UNDERSIGNED _____ HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS WOODKNOLL SUBDIVISION, SECTION 4, A SUBDIVISION OF LOTS 70 TO 81 AND DO HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATE TO PUBLIC USE AS SUCH ALL OR PARTS OF THE ROADS, BOULEVARDS, CUL-DE-SACS, PARKS, PLANTING STRIPS, ETC. SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING PLATTING, HEALTH, OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE VILLAGE OF SOUTH LEBANON, OHIO, FOR THE BENEFIT OF THEMSELVES AND ALL OTHERS SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER OR THROUGH THE UNDERSIGNED. THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF THEIR KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LEIN OLDERS HAVE UNITED IN ITS EXECUTION.

GRANT OF EASEMENT – DUKE ENERGY

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED _____ DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH PARTIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES _____ THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON EXCLUSIVE EASEMENTS, AS SHOWN ON THE WRITTEN PLAT AND DESIGNATED AS "PUBLIC UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES 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 PUBLIC UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE PUBLIC UTILITY EASEMENTS AREA, NOR MAY THE PUBLIC UTILITY EASEMENTS BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. 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 OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICE TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

OWNERS

OWNER _____ DATE _____
FOR SHEPHERDS CROSSING DEVELOPMENT, LLC

STATE OF OHIO, VILLAGE OF SOUTH LEBANON, SS
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME _____ AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____
STATE OF OHIO _____
MY COMMISSION EXPIRES _____

I HEREBY CERTIFY THAT THIS IS A ACCURATE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2013, AND THAT ALL MONUMENTS AND CORNER PINS WILL BE SET AS SHOWN.

Jason C. McConnaughey 4/11/17
JASON C. MCCONNAUGHEY, P.S. 8509 DATE



REVISIONS

REV. 4/4/17; 4/7/17

THESE DRAWINGS ARE THE PROPERTY OF MCCARTY ASSOCIATES, LLC AND SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT OF MCCARTY ASSOCIATES, LLC.
© 2017 MCCARTY ASSOCIATES, LLC.

DRAWN: DWS CHECKED: LMP

McCarty Associates, LLC
ARCHITECTS — ENGINEERS — SURVEYORS

213 N. HIGHT ST., HILLSBORO, OHIO 45133 PH: 937-393-9971 FAX: 937-393-2480
1515 ST. RT. 28 SUITE E, LOVELAND, OHIO 45140 PH: 513-722-0300 FAX: 513-722-0500
104 S. MAIN ST., WASHINGTON C.H., OHIO 45160 PH: 740-335-3816 FAX: 740-335-5828
www.mccartyassociates.com

WOODKNOLL SUBDIVISION SECTION 4

SEC 32, TOWN 5, RANGE 3

UNION TOWNSHIP

VILLAGE OF SOUTH LEBANON

WARREN COUNTY, OHIO

DRAWING NUMBER

E12–541B

SHEET

1

DATE

APRIL, 2017

SCALE

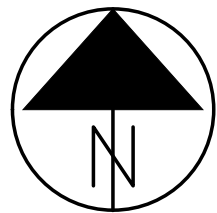
AS NOTED

2

WOODKNOLL SUBDIVISION
SECTION 4

SEC 32 – TOWN 5 – RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

BEARINGS ARE BASED UPON THE GRID AZ (Az 133°32'44.2")
BETWEEN NATIONAL GEODETIC SURVEY CORRS STATION "LEBA"
AND McCARTY ASSOCIATES GEODETIC SURVEY MONUMENT
"BISHOP (3001)" AND DERIVED FROM GPS OBSERVATIONS
TAKEN SEPTEMBER 19, 2012, UTILIZING THE TRIMBLE ODOT
CORRS VRS (VIRTUAL REFERENCE SYSTEM).



NOTES:

SIDE YARD SETBACKS SHALL BE 6 FEET
MINIMUM/12 FEET TOTAL CONSISTENT WITH
THE UNDERLYING ZONING.

5' DRAINAGE EASEMENTS SHALL BE
PROVIDED ALONG ALL SIDE LOT LINES

10' DRAINAGE EASEMENTS SHALL BE
PROVIDED ALONG ALL REAR LOT LINES

REV. 4/4/17; 4/7/17

THESE DRAWINGS ARE THE PROPERTY OF
McCARTY ASSOCIATES, LLC AND SHALL NOT BE
USED OR REPRODUCED WITHOUT WRITTEN
CONSENT OF McCARTY ASSOCIATES, LLC.
© 2017 McCARTY ASSOCIATES, LLC.

DRAWN: DWS CHECKED: LMP

McCARTY ASSOCIATES, LLC
ARCHITECTS — ENGINEERS — SURVEYORS

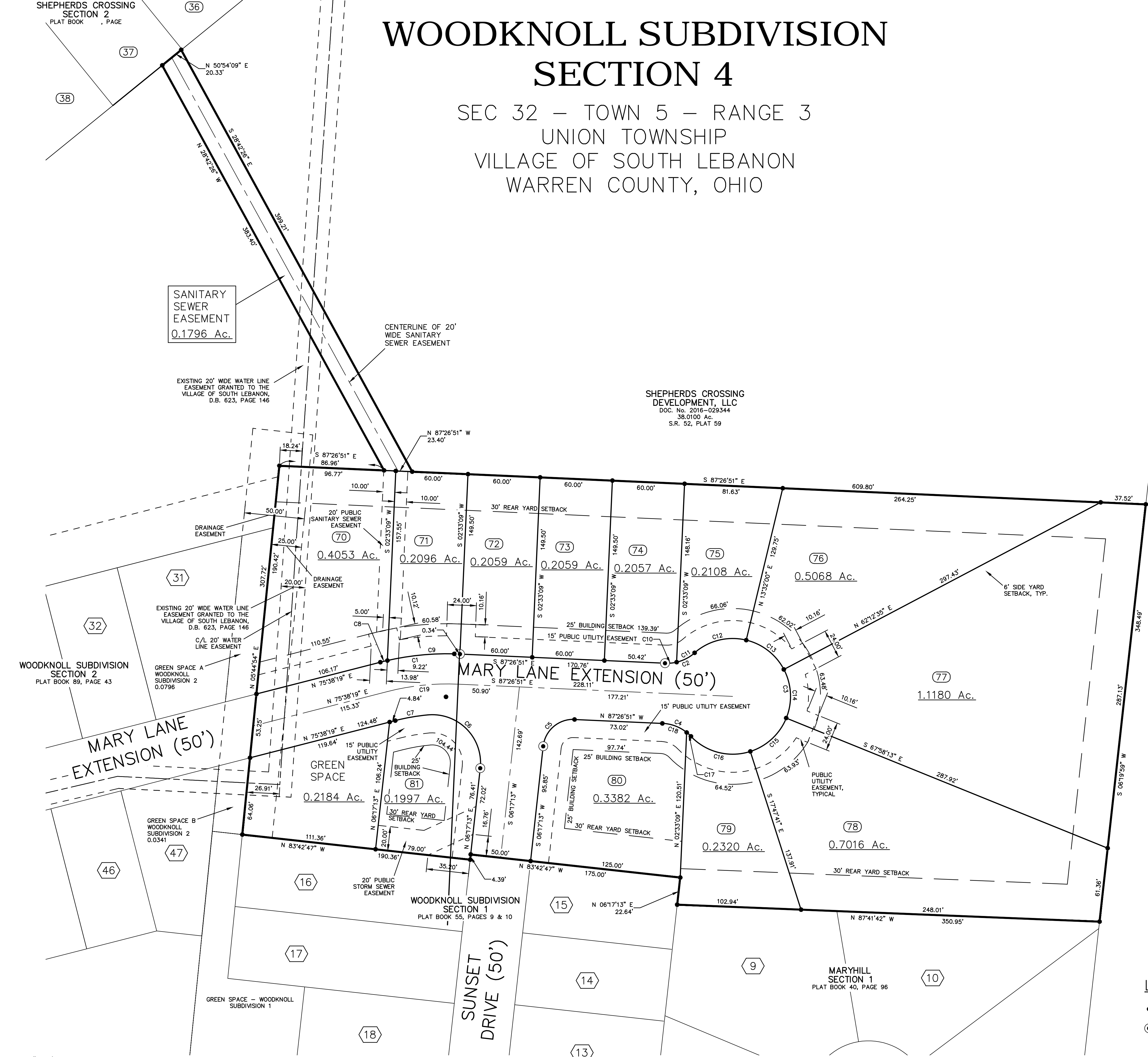
213 N. HIGH ST., HILLSBORO, OHIO 45133 PH: 937-393-9971 FAX: 937-393-2480
1515 ST. RT. 28 SUITE E, LOVELAND, OHIO 45140 PH: 513-722-0300 FAX: 513-722-0500
104 S. MAIN ST., WASHINGTON C.H., OHIO 45160 PH: 740-335-3816 FAX: 740-335-5828
www.mccartyassociates.com

CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	66.42	225.00'	16°54'50"	66.18'	S 84°05'44" W
C2	26.70	35.00'	43°42'23"	26.06'	N 70°41'57" E
C3	224.03	48.00'	267°24'45"	69.40'	N 2°33'09" E
C4	26.70	35.00'	43°42'23"	26.06'	N 65°35'40" W
C5	37.64	25.00'	86°15'56"	34.18'	S 49°25'11" W
C6	70.99	40.00'	101°40'51"	62.03'	N 44°33'13" E
C7	27.49	175.00'	8°59'57"	27.46'	S 80°08'17" W
C8	6.04	225.00'	1°32'18"	6.04'	S 76°24'28" W
C9	60.38	225.00'	15°22'32"	60.20'	S 84°51'53" W
C10	9.71	35.00'	15°53'27"	9.68'	N 84°36'25" E
C11	16.99	35.00'	27°48'56"	16.83'	N 62°45'14" E
C12	45.81	48.00'	54°41'14"	44.10'	S 76°11'23" W
C13	40.78	48.00'	48°40'35"	39.56'	N 52°07'43" W
C14	41.74	48.00'	49°49'12"	40.43'	N 2°52'49" W
C15	42.04	48.00'	50°10'33"	40.70'	N 47°07'03" E
C16	53.66	48.00'	64°03'12"	50.91'	S 75°46'05" E
C17	4.77	35.00'	7°48'03"	4.76'	N 47°38'30" W
C18	21.93	35.00'	35°54'20"	21.58'	N 69°29'42" W
C19	59.04	200.00'	16°54'50"	58.83'	S 84°05'44" W

UNION TOWNSHIP TRUSTEES
OF WARREN COUNTY
O.R. 140, PAGE 170
20.130 Ac.
S.R. 52, PLAT 59

LEGEND

- 5/8" IRON PIN (SET) WITH PLASTIC CAP
STAMPED "McCARTY ASSOCIATES"
- 1" IRON PIN (SET)



WOODKNOLL SUBDIVISION SECTION 4

SEC 32, TOWN 5, RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

DATE
APRIL, 2017

SCALE
AS NOTED

DRAWING NUMBER
E12-541B

SHEET
2
2

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-____

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR WOODKNOLL
SECTION 4 SUBDIVISION WITH SHEPHERDS CROSSING DEVELOPMENT LLC,
AND DECLARING AN EMERGENCY**

WHEREAS, Section 15.20.7 of the Village's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the Village to enter into a development agreement with the Village relating to the construction of improvements within the subdivision; and,

WHEREAS, Shepherds Crossing Development, LLC. is the developer of Woodknoll Section 4 Subdivision in the Village, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the Village and its citizens relating to the construction of said Development, 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 Development Agreement relating to Woodknoll Section 4 Subdivision with Shepherds Crossing Development LLC, 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 20th day of April, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2017

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 Shepherds Crossing Development, LLC, whose mailing address is 7861 East Kemper Road, Cincinnati, OH 45249, (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 Woodknoll Section 4 Subdivision" ("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 Mary Lane Extension and Sunset Drive, identified as Parcel # 13-323-351-020, 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 \$21,313.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of April 18, 2017, 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 Woodknoll Section 4 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 Woodknoll Section 4 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 April 18, 2017 (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.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, SHEPHERDS CROSSING DEVELOPMENT LLC, 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 _____, 2017, 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.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

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]



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: April 18, 2017

Subject: Choice One Engineering Agreement for Shepherd's Crossing Section 2

Attached is an agreement for inspection services for Shepherd's Crossing Section 2 (formerly known as Woodknoll Section 5A) construction. Choice One has been involved with this development for the last three (3) years, so it would make sense for them to continue in the construction phase.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES
FOR THE CONSTRUCTION PHASE OF SHEPHERD'S CROSSING SECTION 2
SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, Choice One Engineering provided plan review services for the Village for the Shepherd's Crossing Section 2 (formerly known as "Woodknoll Section 5A") residential development; and,

WHEREAS, the developer is in the process of completing the requirements to begin the installation of utilities and public improvements; and,

WHEREAS, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

WHEREAS, immediate action is required to assure construction inspection can be completed in a timely manner, 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 Choice One Engineering for consulting engineer services for required inspection services for the construction phase of Shepherd's Crossing Section 2 Subdivision for a not to exceed amount of \$10,500.00.

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 April, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2017

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

The Village and the Consultant in consideration of their mutual covenants herein agree, in respect of the performance of professional consulting services by Consultant and the payment for those services by the Village, to the following terms, conditions and obligations.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to construction observation for the Shepherd's Crossing Section 2 (formerly known as "Woodknoll Section 5A") development, all in accordance with the scope of work described in Exhibit 1 herein.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

SECTION 3 – THE VILLAGE’S RESPONSIBILITIES

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.

- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required. (Intentionally Omitted)
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1. For Basic Services. The Village shall pay Consultant for Basic Services rendered under Section 1 as follows:

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$10,500.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2. For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

5.2 Times of Payments.

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

5.4 Definitions

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

6.3 Controlling Law and 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.

6.4 Successors and Assigns.

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Agreement 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.

6.7 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

6.9 Parties

Whenever the terms "the Village" and "Consultant" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Consultant.

6.10 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio
Attn. Village Administrator
99 S. High Street
South Lebanon, OH 45065

Consultant: Choice One Engineering
Attn. Nicolas J. Selhorst, P.E.
Address: 203 W. Loveland Ave.
Address: Loveland, Ohio 45140

6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

(d) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions, if any:

7.1.1 None

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibit "1"

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 10 – INDEMNIFICATION

Consultant will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

[the remainder of this page is blank]

SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2017 - ____.

SIGNATURE: _____

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

PRINTED NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: _____

APPROVED AS TO FORM:

PAUL R. REVELSON
VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON, OHIO

By: _____

Date: _____



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: April 18, 2017
Subject: Bobcat

As we talked about at the last Council meeting, we have been looking into the cost of purchasing a new Skid-Steer Loader. Our current one is well over 20 years old and won't accept any of the newer attachments.

Currently, Bobcat is in the State's Term Contract program which is set to expire at the end of April. In reviewing the Village's needs, the following package & accessories are being requested:

Bobcat S650 T4 Skid Steer Loader	\$31,821.30
A71 Option Package	\$4,444.30
High Flow Hydraulics & Bucket positioning	\$1,645.70
80" heavy duty bucket w/ teeth	\$1,339.08
Pallet forks	\$1,269.20
HB980 Jackhammer	\$6,638.60
24" Planer, High Flow	<u>\$15,016.70</u>
TOTAL	\$62,174.88

Attached is the discount percentage that is from the current Ohio State Term Contract.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-____**

**A RESOLUTION APPROVDING AND AUTHORIZING THE MAYOR AND
FISCAL OFFICER TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF
A NEW SKID STEER LOADER FOR USE BY THE PUBLIC WORKS DEPARTMENT,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village owns one skid steer loader that is over twenty years old, it doesn't accept current attachments, and frequently is in need of costly repairs and maintenance, and as such has reached the end of its useful life; and,

WHEREAS, the Public Works Department is in need of a more dependable skid steer loader which can be used for numerous projects, and,

WHEREAS, the Public Works Department staff has researched specifications, performance and pricing of new skid steer loaders, and recommends a Bobcat Model S650 with certain accessories and attachments; and,

WHEREAS, through the State of Ohio Procurement Services, the Village may acquire a new skid steer loader and accessories directly from the Bobcat Company at a 30% discount off the list price; and,

WHEREAS, immediate action is required to assure timely delivery of public works services and projects in the Village, 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 further authorizes the Mayor and Fiscal Officer to execute the Purchase Order for purchase of a new skid steer loader for use by the Public Works Department, a copy of which is attached hereto.

Section 3. 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 , 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
--	------------------------------

Vote - ____ Yeas ____ Nays

First Reading – / /2017 Second Reading – / /2017 Third Reading– / /2017

Effective Date – / /2017

Vote - ____ Yeas ____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: / /2017



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: April 18, 2017
Subject: Pay Increase Ordinance

Attached is an ordinance that would give a 3% increase in pay to all employees. Based on the increase in the cost of living since 2012, the Mayor and I feel this is a reasonable increase.

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

VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2017-_____

**AN ORDINANCE SETTING RATES OF COMPENSATION OF FULL-TIME
EMPLOYEES OF THE VILLAGE OF SOUTH LEBANON**

WHEREAS, in accordance with Ohio Rev. Code § 735.13, the legislative authority of a village shall fix the compensation and bonds of all officers, clerks, and employees of the village except as otherwise provided by law; and,

WHEREAS, per the U.S. Department of Labor, the Consumer Price Index (CPI) for Cincinnati area has cumulatively increased 7.1% for calendar years 2012 through 2016; and

WHEREAS, Village employees have received a cumulative four percent (4%) increase in their rate of pay since December 15, 2011; and

WHEREAS, the Mayor and Administrator recommends a three percent (3%) increase to the rate of compensation of the Village's full-time employees as established by Ordinance # 2013-15; and,

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

Section 1. The rate of compensation of the full-time employees of the Village of South Lebanon, beginning with the payroll period beginning the following Monday after the effective date, shall be increased by three percent (3%).

Section 2. That Section 1 of Ordinance #2013-15 is hereby amended accordingly.

Section 3. That the Council is acting in its legislative capacity in approving this Ordinance.

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

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

Approved this ____ day of _____, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer James D. Smith, Mayor

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____