

COUNCIL AGENDA



Village Council Meeting
6:30 P.M. Thursday, September 17, 2015

Village Administration Building
99 High Street
South Lebanon, Ohio 45065

	Agenda Items
1.	Call to Order
2.	Roll Call
3.	Pledge of Allegiance
4.	Guest Speakers A. Col. Barry Riley, Chief Deputy, Warren County Sheriff's Office
5.	Open Forum
6.	Approval of Meeting Minutes A. Regular Meeting August 6, 2015 B. Workshop Meeting – August 6, 2015 C. Regular Meeting – August 20, 2015
7.	Emergency Resolutions/Ordinances and Third Reading of Resolutions/Ordinances A. Emergency Resolution to Accept and Dedicate the Streets in Vista Pointe at River's Bend Section 4 Subdivision for Public Maintenance B. Third Reading - Resolution to Advertise for Bids to Lease the Community Center C. Emergency Resolution to Approve Addendum to Agreement with Beck Consulting for State Route 48/Mason-Morrow-Millgrove Road Right-of-Way Acquisition D. Emergency Resolution to Approve a Subdivision Public Improvement Security Agreement for Maintenance of Streets in Vista Pointe Section 4 E. Emergency Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor
8.	Village Administrator Reports (non-legislative) Memo – Administrator Update
9.	New Business A. Motion to approve invoices to be paid
10.	Old Business A. None

11.	Committee Reports and Communications A. Sheriff's Report for August
12.	Council Member Comments
13.	Village Administrator Comments
14.	Village Solicitor Comments
15.	Warren County Sheriff – Sergeant Boylan' s Comments
16.	Mayor's Comments
17.	Executive Session A. None
18.	Adjournment

Members of the public may address Council during the Open Forum segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks Council may comment or ask questions at that time. The Mayor may at his or her discretion restrict duplicate testimony on a particular subject.

The next regular Village Council Meeting will be on Thursday, October 1, 2015 at 6:30 PM.

GUEST SPEAKER:

Col. Barry Riley will be a guest speaker at the 9/17/15 meeting. Col. Riley was recently appointed Chief Deputy by Sheriff Larry Sims.

Col. Riley is a U.S. Army veteran who served in Operation Desert Storm. With the Sheriff's Office, he has served as a corrections officer, road patrol, agent with the Warren County Drug Task Force, was in charge of the Training Section of the Sheriff's Office, and most recently as Warden of the Warren County Jail. He is a lifelong resident of Warren County and resides in Union Township.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

**A RESOLUTION APPROVING AND ACCEPTING FOR PUBLIC
MAINTENANCE FAWN MEADOW LANE, MEADOWVIEW LANE,
RIVERSTONE DRIVE, AND BUENA VISTA DRIVE IN VISTA POINTE AT
RIVER'S BEND SECTION 4 SUBDIVISION IN THE VILLAGE OF SOUTH
LEBANON AND DECLARING AN EMERGENCY**

WHEREAS, by letter dated July 8, 2015, the Village Engineer has inspected and verified that the following streets in Vista Pointe at River's Bend Section 4 Subdivision 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
Fawn Meadow Lane	24.00'	377 lf.
Meadowview Lane	24.00'	820 lf.
Buena Vista Drive	24.00'	1,674 lf.
Riverstone Drive	24.00'	170 lf.

WHEREAS, at its meeting held on September 14, 2015, the Planning Commission of the Village of South Lebanon found that the public streets and appurtenances in Homestead at River's Bend Subdivision as described herein have been constructed in accordance with Sect 15.20.7(6)(a-e) of the Village Subdivision Regulations; and,

WHEREAS, to affirm the actions of the Village already providing maintenance of the aforementioned streets, and to assure safe passage for the traveling public upon such streets, immediate action is required 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 a majority 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 Resolution to the Warren County Engineer.

Section 3. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 5. 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.

Section 6. 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 17th day of September, 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – / /2015		Effective Date – / /
/2015		
Second Reading – / /2015		
Third Reading – / /2015		

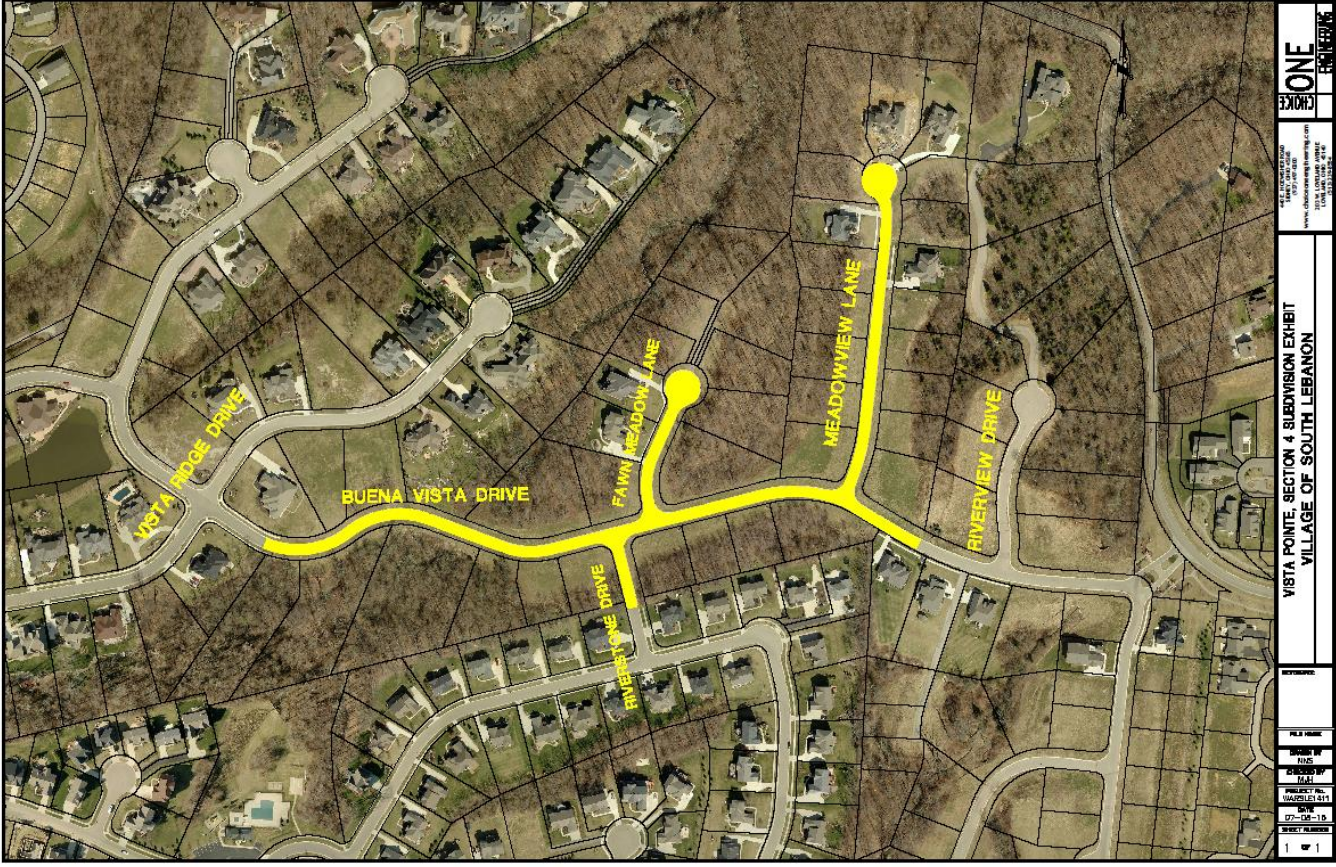
Vote - ____ Yeas ____ Nays

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
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: September 15, 2015
Subject: Draft Community Center Lease Provisions

Here is a list of conditions/requirements for the bidding for the lease of the Community Center:

- Per Section 721.03 of the Ohio Revised Code, this has to be advertised for five (5) consecutive weeks;
- Minimum ten (10) year lease;
- Building would be available for community functions;
- Kings Local Food Pantry could continue to occupy current space at current rate;
- Successful bidder would be responsible for ALL maintenance and utility costs;
- Each bidder would be required to submit a Capital Improvement Plan (CIP) for the building. This should specify items, budget and timetable;
- Lessee will have option to sub lease part(s) of building to other entities with Village Council concurrence.
- Termination clause
- Attached is a draft bid sheet.

The actual lease payment would be the monthly lease amount minus actual documented costs of items in the CIP.

Any additional input would be appreciated. It is important that, when comparing bids, the totality of each proposal is considered beyond simply a base lease amount.

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

**South Lebanon Community Center
Bid Sheet DRAFT**

Each bid for the leasing of the South Lebanon Community Center, 83 N. Section Street, South Lebanon, Ohio, will be evaluated based on the following bid sheet:

Monthly Lease Amount \$_____ (A)

Length of lease in years (minimum 10 years) _____ (B)

Total Estimated Cost of Capital Improvements \$_____ (C)
(per Capital Improvement Plan (CIP))

TOTAL COST OVER TERM OF LEASE \$_____ (D)
= (A x (Bx12))+C

MONTHLY LEASE AMOUNT (incl. CIP) \$ _____
= D/(Bx12)

Bidder: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____

A RESOLUTION FINDING THE PROPERTY LOCATED AT 83 N. SECTION STREET BEING A PART OF THE PROPERTY COMMONLY KNOWN AS THE COMMUNITY CENTER IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE, AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO PREPARE AN ADVERTISEMENT FOR SEAL BIDS TO LEASE THE PROPERTY WITH A RESERVATION OF RIGHTS TO REJECT ALL BIDS, AND FURTHER AUTHORIZING THE FISCAL OFFICER TO ADVERTISE BY ABBRIEVATED PUBLICATION

WHEREAS, Section 721.01 of the Ohio Revised Code enables the Village Council to lease real estate belonging to the Village when such real estate is not needed for any municipal purpose, and upon making such a finding such power must be exercised in accordance with the applicable provisions Chapter 721, inclusive, of the Revised Code; and,

WHEREAS, in accordance with Section 721.03, such lease of real estate may only occur upon the adoption of an Ordinance by a two-thirds vote of the members of Council to enter into a Contract to lease to the highest bidder, subject to a reservation to reject any and all bids re-advertise, after advertisement once a week for five consecutive weeks in a newspaper of general circulation within the Village, or after abbreviated publication per Section 7.16 of the Revised Code; and,

WHEREAS, the Village is the fee owner of real estate with improvements thereon acquired from the Board of Education of Kings Local School District of Warren County, Ohio, being a total of 3.188 acres, by virtue of a Quit-claim deed dated July 16, 2002, and recorded in Official Record Volume 2662, Page 411 of the office of the Warren County, Ohio Recorder; and,

WHEREAS, the Village has caused a survey and Re-plat of the said property to be prepared, that re-plats the property into three separate lots, including: Lot 1 consisting of 0.717 acres where the two story former school building is situated, and Lot 2 consisting of 1.403 acres where the one story former school building is situated (collectively referred to as the "Community Center"), and Lot 3 consisting of 1.068 acres that is

improved, leased and occupied by the South Lebanon Early Learning Center; and,

WHEREAS, the Village is considering long-term leasing of building on Lot 2 (having an address of 83 N. Section Street), and the Council desires at this time to advertise to long term lease the building on Lot 2 with a reservation of rights to reject all bids.

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 Council finds the real estate and improvements at 83 N. Section Street (illustrated as Lot 2 of the Community Center Replat) is owned by the Village, and is not needed at this time for any municipal purpose; and,

Section 2. That the Council desires to and does hereby authorize the Village Administrator to prepare an invitation for sealed bids to lease the real estate and improvements at 83 N. Section Street (illustrated as Lot 2 of the Community Center Replat) as-is and where-is and subject to the invitation reserving to Council the right to reject all bids, and with the following obligations and restrictions: a lease the terms and conditions of which are approved by the Council and the Solicitor, including without limitation the lease being subject to existing leases and any rights of renewal, plus designated areas in the building being available for community functions; each successful bidder submitting a Capital Improvement Plan (CIP) that identifies specific improvements, a budget and timetable, with such improvements being at the sole cost of the successful bidder; the lease providing the successful bidder shall be solely responsible for all maintenance and utility costs during the term of the lease; the lease providing for the successful bidder being solely responsible for proving and maintaining at all times casualty and liability insurance with limits acceptable to the Council and with the Village being named an additional insured; the lease providing the successful bidder may sublease areas of the building only with the Council being made a Co-sublessor; the lease containing an acceptable termination clause; the lease providing that should the lease result in a revocation of

the tax exempt status of the property, the successfully bidder shall be responsible for paying the real estate taxes and assessments.

Section 3. That the Council does hereby authorize the Fiscal Officer to advertise the said invitation in a newspaper of general circulation in the Village using the abbreviated publication process permitted in Section 7.16 of the Revised Code, which includes listing the Village's Website in such publications; and,

Section 4. That upon completion of the foregoing steps in Sections 1-3, no lease will be entered into until such time as Council approves by a two-thirds vote of the members of Council to move forward by passing a separate Ordinance to lease the property and accept the highest bid.

Section 5. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 6. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 7. 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 17th day of September, 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: / /2015 (if applicable)
/2015

Effective Date – / /

Vote - Yeas
 Nays

First Reading – / /2015
/2015

Effective Date – /

Second Reading – / /2015

Third Reading– / /2015

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2015

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO AGREEMENT WITH
BECK CONSULTING, INC. FOR APPRAISAL SERVICES FOR RIGHT-OF-
WAY ACQUISITION FOR THE STATE ROUTE 48 AND MASON-
MORROW-MILLGROVE ROADS INTERSECTION IMPROVEMENT
PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN
EMERGENCY**

WHEREAS, the Village passed Resolution No. 2014-22 and entered into an agreement with Beck Consulting, Inc. on October 2, 2014 for appraisal services for the right-of-way acquisition for the State Route 48 and Mason Morrow Millgrove Roads Intersection Improvement Project (“initial Agreement”); and,

WHEREAS, the scope of the appraisal services has now changed from the initial Agreement; and,

WHEREAS, in accordance with the attached Addendum, Beck Consulting Services, Inc. is requesting an additional \$850.00; and,

WHEREAS, the Village desires to utilize the appraisal services of Beck Consulting, Inc. for the initial services and the additional services; and,

WHEREAS, immediate action is required to maintain ODOT’s construction schedule for the State Route 48 and Mason-Morrow-Millgrove Road Intersection Improvement Project and to avoid any risk of losing the grant funds, 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, at least two-thirds of all members elected thereto concurring:

Section 1. Approve an Addendum with Beck Consulting, Inc., a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute the Addendum on behalf of the Village.

Section 2. That the Council is acting in its administrative capacity in passing 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 passing 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 17th day of September, 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: / /201__ (if applicable)
/201__

Effective Date – /

Vote - ____ Yeas
 ____ Nays

First Reading – / /201__
/201__

Effective Date – /

Second Reading – / /201__

Third Reading– / /201__

Vote - ____ Yeas
 ____ Nays

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



BECK CONSULTING, INC.

Times Hall on the Green-4B
5380 Pleasant Avenue
Fairfield, Ohio 45014
www.e-beck.com

Phone (513) 942-5000
Fax (513) 942-9602

September 14, 2015

Daniel J. Corey, P.R., S.I.
Project Coordinator
Warren County Engineer's Office
Administration and Engineering
210 West Main Street
Lebanon, Ohio 45036

Re: Appraisal Services—Additional Authorization
WAR-49-8.80
PID 94494

Dear Mr. Corey:

Based on my August 5, 2014 proposal for the above-referenced project, there was one Value Finding and five RE-95s that were "If Authorized" items. Based on the award for Parcel 13, it is necessary to increase this parcel from a Value Analysis report to Value Finding appraisal. Also, there is a fence on Parcel 11 for which a RE-95 was required.

I am requesting authorization of these changes. The "Authorized" Part of the contract will change as follows:

	Authorized	Original
Value Analysis	2 @ \$ 600 = \$ 1,200	3 @ \$600 = \$1800
Value Finding	5 @ \$ 1,250 = \$ 7,500	5 @ \$1250 = \$6250
RE 95 (Property Inventory Classification)	1 @ \$ 200 = \$ 200	0 @ \$200 = \$0
Limited Scope Summary	1 @ \$ 3,000 = \$ 3,000	1 @ \$3000 = \$3000
	Authorized Total	\$11,900
		\$11,050

Change = \$850

Should you have any questions or require additional information, please do not hesitate to contact me at (513) 942-5000.

Sincerely,

Lance R. Brown, MAI
Executive Vice President

Real Property. Real Answers.™

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND
FISCAL OFFICER TO EXECUTE A SUBDIVISION PUBLIC IMPROVEMENT
SECURITY
AGREEMENT FOR MAINTENANCE OF STREETS AND SANITARY SEWER
IN
VISTA POINTE SUBDIVISION, SECTION 4, IN THE VILLAGE OF SOUTH
LEBANON, AND DECLARING AN EMERGENCY**

WHEREAS, the public improvements in Vista Pointe Subdivision, Section 4, have been constructed, and reviewed, approved and certified in writing by the Village's Administrator and Engineer as having been constructed and completed in a satisfactory manner; and,

WHEREAS, in accordance with Section 15.20.7 (4) of the Subdivision Regulations, upon completion of the construction of the public improvements, the developer is required to post a Maintenance Bond in the amount of ten (10) percent of the actual construction costs of the Improvements, and no improvements shall be accepted by the Village Council until the developer has posted an approved Maintenance Bond which shall extend for a period of one (1) year from the date of acceptance by the Village in the case of all Improvements within easements and public rights-of-way; and,

WHEREAS, the Village desires to enter into the attached Subdivision Public Improvement Security Agreement for Maintenance of Streets and Sanitary Sewer; and,

WHEREAS, immediate action is required to assure compliance with the Subdivision Regulations and that the Village has a sufficient and reasonable maintenance bond for public improvements in place, 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 does hereby approve and authorize the Mayor and Fiscal Officer to execute the attached Subdivision Public Improvement Security Agreement for Maintenance of Streets and Sanitary Sewer for Vista Pointe Subdivision, Section 4, in the Village of South Lebanon.

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 17th day of September, 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: / /2015 (if applicable)	Effective Date – / /2015
Vote - ____ Yeas ____ Nays	
First Reading – / /2015	Effective Date – / /2015
Second Reading – / /2015	
Third Reading– / /2015	

Vote - ____ Yeas
____ Nays

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

SUBDIVISION PUBLIC IMPROVEMENT SECURITY AGREEMENT
for
MAINTENANCE OF STREETS AND SANITARY SEWER
in
VISTA POINTE SUBDIVISION, SECTION 4

This Agreement made and concluded at South Lebanon, Warren County, Ohio, by and between, River's Bend Land Company, Ltd., an Ohio limited liability company (hereinafter the "Developer") and who is also acting as the Surety in accordance with the terms herein, and the South Lebanon Village Council, an Ohio municipal corporation (hereinafter "Village Council").

WITNESSETH:

WHEREAS, the Developer was required to install certain improvements consisting of Streets and Sanitary Sewer (hereinafter the "Improvements") in Vista Pointe Subdivision, Section 4 (hereinafter the "Subdivision") situated in the Village of South Lebanon, Warren County, Ohio, in accordance with the Village of South Lebanon Subdivision Regulations [eff. August 10, 1991, as amended November 22, 2005] (hereinafter the "Subdivision Regulations"); and,

WHEREAS, it was estimated that the total cost of the Improvements was ONE HUNDRED SIXTY ONE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS (\$161,946.00), based upon a pricing spreadsheet prepared by the Developer and approved by the Village Engineer; and,

WHEREAS, the performance of the construction of the Improvements (and for Sidewalk) was originally bonded by National City Bank, as the original Surety, however, in 2009, the original Surety did not renew the bonds and Developer posted cash performance bonds in the form of Cashier's Checks in the sum of \$62,946.00 for Streets and Sanitary Sewer (and \$42,980.00 for Sidewalks); and,

WHEREAS, in accordance with Section 15.20.7 (4) of the Subdivision Regulations, upon completion of the Improvements, and the approval and certification in writing by the Village Administrator and Engineer that the Improvements have been constructed and completed in a satisfactory manner, Developer shall post a Maintenance Bond in the amount of ten (10) percent of the actual construction costs of the Improvements, and no improvements shall be accepted by the Village Council until Developer has posted an approved Maintenance Bond which shall extend for a period of one (1) year from the date of acceptance by the Village in the case of all Improvements within easements and public rights-of-way; and,

WHEREAS, the Improvements have been completely performed, and reviewed, approved and certified in writing by the Village's Administrator and Engineer as being constructed and completed in a satisfactory manner, thus, the Improvements that have yet

to be completed and approved by the Village Administrator and Engineer total: \$0.00; and,

WHEREAS, the Village is authorized to enter into this Agreement in accordance with Section 711.101 of the Ohio Revised Code, and the Mayor and Fiscal Officer (as authorized to execute this Agreement pursuant to Section 731.14 of the Ohio Revised Code) have been so authorized pursuant to Resolution No. 2015-____, dated _____, 2015; and,

WHEREAS, the undersigned representative of the Developer is authorized to execute this Agreement in accordance with a written company resolution, operating agreement or consent action.

NOW, THEREFORE, be it agreed:

1. The Developer will provide maintenance security to the Village Council in the sum of
SIXTEEN THOUSAND ONE HUNDRED NINETY FOUR DOLLARS
AND SIXTY CENTS (\$16,194.60) to secure the maintenance upon the Improvements as determined to be necessary by the Village's Administrator and Engineer (hereinafter the "Maintenance Obligation"). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above unless a written amendment hereto or new security agreement are mutually agreed to.
2. The Village Council will, upon Developer executing this Agreement, retain the sum provided for in Item 1 above from the cash performance bond currently on deposit for the Improvements (Streets and Sanitary Sewer), pass a Resolution tentatively accepting the Improvements subject to the Maintenance Obligation, and then refund to Developer the balance of the cash performance bond for the Improvements (Streets and Sanitary Sewer) in the amount of \$46,751.40.
3. During the said one (1) year maintenance period, Developer, upon being notified by the Village's Administrator and Engineer of the maintenance required upon the Improvements to bring the same into compliance with the Subdivision Regulations, shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Village's Administrator and Engineer.
4. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth herein.
5. The condition of the Maintenance Obligation shall be that whenever the

Developer shall be declared by the Village Council to be in default in the form of a Default Resolution passed during an open meeting of the Village Council, and the Maintenance Obligation funds in the possession of the Village as provided in Item 1 above, shall be forfeited to the Village to be used to complete required maintenance and to pay any costs incurred by the Village which are incidental to such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, preparation of bid documents based upon the recommendations of the Village's Engineer, maintenance, and legal fees, but not exceeding the amount set forth in Item 1 above, or any amendment hereto. Prior to the Village Council declaring the Developer in default, the Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default, and make arrangements to cure the default within seven (7) days or such other time period agreed to by the Village (hereinafter the "Maintenance Cure Period"). The determination of the amount of funds to be forfeited to the Village upon recommendation of the Village's Administrator and Engineer after expiration of the aforesaid notification and Maintenance Cure Period shall be final and binding upon the parties hereto.

6. That upon expiration of the one (1) year from the date of the tentative acceptance of the Improvements by the Village Council and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with the Subdivision Regulations, upon review and recommendation of the Village's Administrator and Engineer, the Village Council hereby agrees to release the maintenance security and pass a Resolution providing for final acceptance for public maintenance by the Village Council of the Improvements. The Developer shall request, in writing directed to the Village's Administrator and Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one (1) year maintenance period and until such written request for inspection is delivered.
7. In the case of default, Developer shall make available to the Village's Engineer all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the Village Council upon request and presentation of this Security Agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the Village Council to complete the construction of the uncompleted or

unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

8. In the case of conflict between the provisions of this Security Agreement and any other security agreement or bond relating to the same Improvements, the provisions of this Agreement shall prevail.
9. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the Village Council:

South Lebanon Village Council
Attn: Village Administrator
99 N. High Street
South Lebanon, OH 45065
Ph. (513) 494-2296
Fx. (513) 494-1656
Email: jhaddix@southlebanonohio.org

B. To the Village's Engineer:

Choice One Engineering
Attn. Nicholas J. Selhorst, P.E.
Address: 203 Loveland Avenue
Loveland, OH 45140
Ph. (513) 239-8554
Fx. (513) _____
Email: nns@choiceoneengineering.com

C. To the Developer:

Mr. Bill Hines
Mr. David E. Haid
941 Chatham Lane #100
Columbus, OH 43221
Ph. (614) 457-0202
Fx. (____) ____ - _____
Email: _____

D. To the Surety:

Mr. Bill Hines
Mr. David E. Haid
941 Chatham Lane #100

Columbus, OH 43221
Ph. (614) 457-0202
Fx. (____) ____ - ____
Email: _____

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

10. The security to be provided herein shall be by:

X Certified check or cashier's check (CASHIER'S CHECK #
received 01/11/2011)

_____ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

 Original Escrow Letter (attached)

____ **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

IN EXECUTION WHEREOF, the Developer/Surety has caused this Security Agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to written authorization for the undersigned to execute this agreement.

RIVER'S BEND LAND COMPANY, LTD.
COMPANY, LTD.

SIGNATURE: _____

SURETY:

Pursuant to written authorization for
undersigned to execute this

RIVER'S BEND LAND

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT
BLANK]**

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: Lionel H. Lawhorn

PRINTED NAME: Sharon Louallen

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

RECOMMENDED BY:

VILLAGE OF SOUTH LEBANON
VILLAGE ENGINEER

By: _____

Name: Choice One Engineering

Date: _____

PREPARED AND APPROVED
AS TO FORM BY:

VILLAGE OF SOUTH LEBANON
VILLAGE SOLICITOR

By: _____

Name: Bruce A. McGary

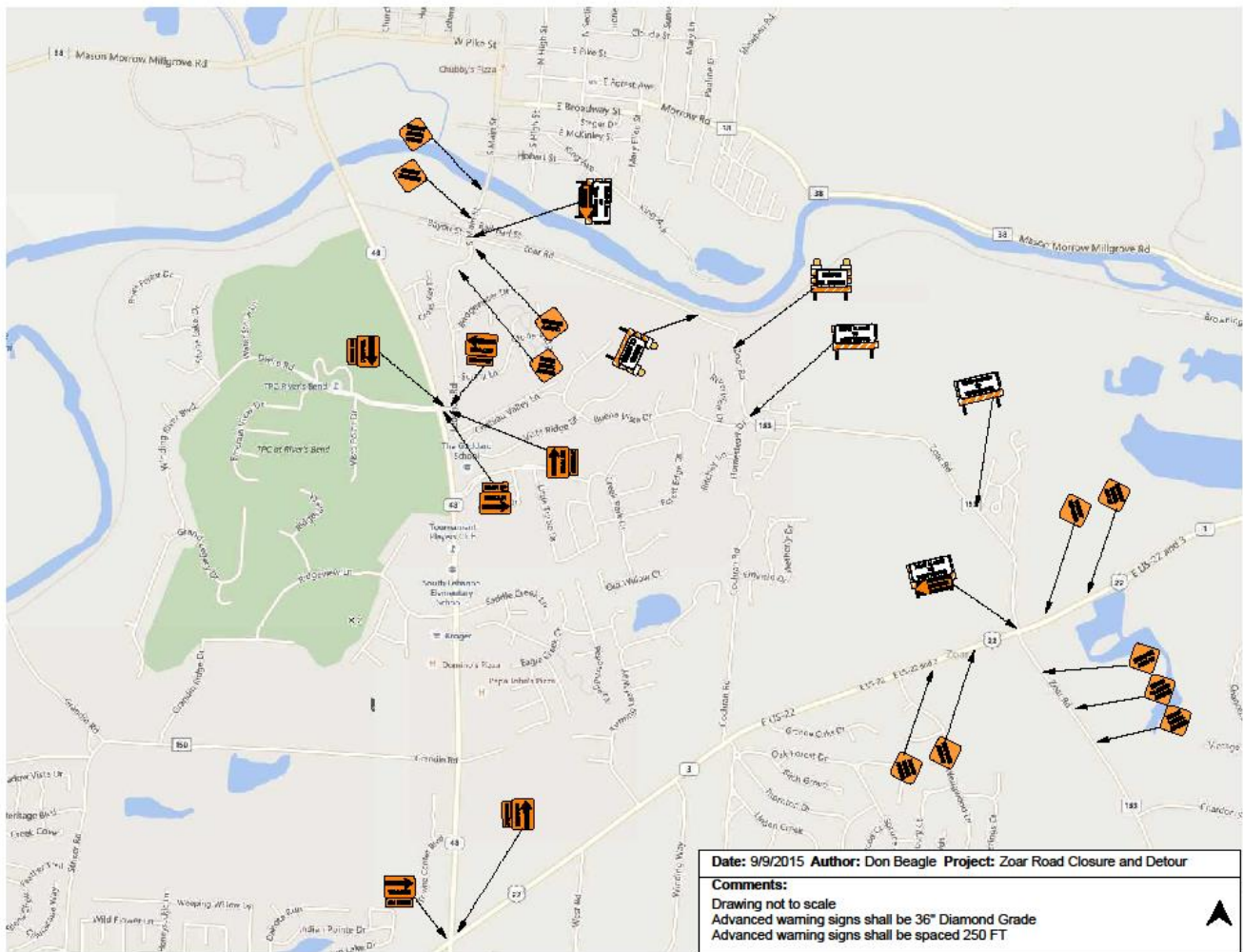
Date: _____

MEMORANDUM

To: Mayor and Council
From: Jerry Haddix, Village Administrator
Date: September 15, 2015
Subject: Administrator update

- Pike Street paving is complete. Line striping is to follow.
- Zoar Road Project is now scheduled to begin 9/28. Attached is the detour plan.
- Shepherd's Crossing Punchlist project is now out for bid. Hopefully, we will have a contract to approve at the 10/1 meeting and get the project done before Thanksgiving.
- Planning Commission approved the site plan for the Fellowship Baptist Church Tract League. They are constructing a 10,000 s.f. addition to the existing building.
- Trane is preparing an analysis for HVAC systems at the old school.
- Woodknoll Section 2 has completed all of the required public improvements and all of the lots have been sold.

Let me know if you have any questions.





SHERIFF LARRY L. SIMS



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2015 12:00:00 AM to 9/1/2015 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SPECIAL DETAIL AVAIL	0	0	0	0	0	1	0	0	0	0	0	0
VACATION HOUSE CHECK	0	0	2	11	0	13	10	5	0	0	0	0
PUBLIC SERVICE	24	33	44	36	48	43	46	37	0	0	0	0
911 HANGUP	3	2	6	1	3	3	2	2	0	0	0	0
911 SILENT	0	0	0	0	1	0	0	2	0	0	0	0
ACCIDENT-INJURY	2	0	2	2	3	1	3	2	0	0	0	0
GENERAL POLICE ALARM	0	0	0	0	1	0	0	1	0	0	0	0
BURGLAR/INTRUSION AL	18	6	7	11	19	14	16	16	0	0	0	0
FIRE/MEDICAL ALARM	1	1	3	2	4	1	4	2	0	0	0	0
HOLDUP ALARM	0	0	0	0	1	1	0	0	0	0	0	0
PANIC/DURESS ALARM	0	1	1	1	0	0	2	1	0	0	0	0
ANIMAL COMPLAINT	1	3	3	4	9	4	6	5	0	0	0	0
ACCIDENT-PROPERTY	11	9	3	12	11	9	12	7	0	0	0	0
ASSAULT	0	1	0	1	0	1	3	0	0	0	0	0
ASSAULT IN PROGRESS	0	0	0	0	0	0	0	1	0	0	0	0
ATTEMPT TO LOCATE	3	5	4	0	5	6	8	3	0	0	0	0
ABANDONED VEHICLE	0	3	0	0	0	1	0	1	0	0	0	0
BUSINESS CHECK	1	0	3	1	2	0	0	1	0	0	0	0
BURGLARY	0	0	0	2	1	1	0	1	0	0	0	0
BURGLARY IN PROGRESS	0	0	1	0	0	0	2	1	0	0	0	0
CITIZEN ASSIST	7	9	10	9	13	15	9	8	0	0	0	0
CRIMINAL DAMAGING	1	1	3	3	1	4	3	4	0	0	0	0
CRIMINAL DAMAGING IN	1	0	2	1	0	0	0	0	0	0	0	0

Sep 10, 2015

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