

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JANUARY 7, 2016
6:30 P.M.

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

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	
3. Guests: Ms. Meshesha – HOA President – Stone Lake
4. Floor open to the public:
5. New Business:
6. Old Business: 3rd Reading Resolution Authorizing Addendum to Sheriff Contract

Emergency Resolution for change order for Shepherd's Crossing
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment

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

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH
WARREN COUNTY SHERIFF AND WARREN COUNTY COMMISSIONERS FOR
POLICE PROTECTION IN THE VILLAGE OF SOUTH LEBANON FOR THE
CALENDAR YEARS 2016

WHEREAS, providing public safety is one the most critical functions of local municipal government; and,

WHEREAS, the Village, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, and most recently a three (3) year term to include 2015, 2016, and 2017, and,

WHEREAS, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the Village for the calendar years 2016, thereby amending the Agreement for Police Protection with the only modifications being a three year term and an increase in the cost for the 2016 services, all other terms and conditions shall remain the same.

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 authorizes the Mayor and Fiscal Officer to execute the Addendum to the Police Protection Agreement for police protection in the Village of South Lebanon for the calendar year 2016, a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2016 without further action of Council, but further action of Council shall be required prior to paying invoices for 2017.

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 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 _____, 2015.

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

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – 11 / 19 / 2015		Effective Date – / / 2015
Second Reading – 12 / 3 / 2015		
Third Reading – / / 2015		
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

Addendum to Agreement For Police Protection

WHEREAS, the parties entered into an agreement for Police Protection (the Agreement) on August 24, 1998; and

WHEREAS, the parties have extended the terms of the Agreement by mutual consent, pursuant to the terms of the Contract; and

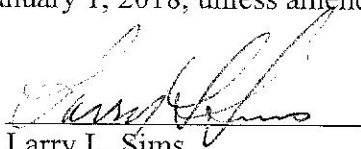
WHEREAS, the parties recognize that the police protection needs of the Village of South Lebanon have changed since the original draft of this agreement;

NOW, THEREFORE, the parties agree to amend the agreement for police protection as follows:

1. The Sheriff will provide five (5) full-time Sheriff's Deputies to provide police protection within the Village and
2. The Warren County Commissioners have agreed to pay for one deputy assigned to the Village of South Lebanon Sheriff's Office Post. The Sheriff's Office personnel assigned to the South Lebanon Post will also Patrol the unincorporated Union Township area. Payment for a Deputy in subsequent years of this Agreement shall be negotiated on a year by basis; however in the event that the Warren County Commissioners discontinue paying for one (1) Deputy assigned to the South Lebanon Post, the South Lebanon Post personnel will no longer patrol the unincorporated Union Township area on behalf of Warren County.
3. The Village, in consideration of the provisions of police protection, shall pay the Sheriff, through the Warren County Auditor, for four (4) of the aforementioned five (5) Deputies.
4. The Village of South Lebanon shall pay for all vehicles, equipment, fuel and the maintenance of the South Lebanon Post facility.

All remaining items of the Agreement for Police Protection will remain in full force and effect until January 1, 2018, unless amended by written agreement of the parties.

By


Larry L. Sims

Warren County Sheriff

11-20-15
Date

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South Lebanon Agreement

By Ordinance Number _____ of the Village of South Lebanon, Ohio

Date _____

Lionel Skip Lawhorn
Mayor

Date

Sharon Louallen, Fiscal Officer

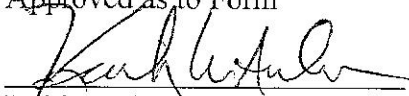
Date

Warren County Commissioners:

Dave Young, President

Pat South, Vice President

Approved as to Form



Keith Anderson

Tom Grossmann, Member

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2016 ADDENDUM FOR PAYROLL

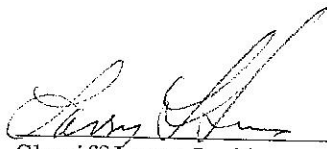
EXPENSES:

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

COST GRAND TOTAL	\$ 520,280.48
COST PER QUARTER	\$ 130,070.12
COST PER PAY PERIOD	\$ 19,269.65

All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2015, at _____, Ohio



Sheriff Larry L. Sims

Mayor Lionel Skip Lawhorn

ATTACHMENT A

2016 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the Village of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2016 and continuing through 12:00 midnight on December 31, 2016.

2016 South Lebanon Enforcement Budget

<i>Name</i>	<i>Position</i>	<i>Date</i>	<i>Insurance</i>	<i>Salary</i>
1 Boylan, J	Sergeant	1/20/1998	F	\$77,621.64
2 Hale, C	Deputy	4/16/2013	S	\$67,054.80
3 Ritchie, S	Deputy	9/29/2003	F	\$67,573.80
4 Stavermann, S	Deputy	3/10/1997	F	\$67,573.80
Comp Time Payout				\$1,000.00
				\$280,824.04

630-2258

Updated: 9/2/2015

Total Payroll (102)	LD		\$280,824.04
Overtime (114)			\$80,000.00
Holiday (115)			\$28,305.90
PERS (811)	18.10%	\$389,129.94	\$70,432.52
Benefits (820)			\$49,595.64
Single / Base	1	\$463.13	\$5,557.56
Family / Base	3	\$1,223.28	\$44,038.08
Couple / Base	0	\$611.64	\$0.00
Waive	0	\$0.00	\$0.00
Worker's Comp (830)	2%	\$389,129.94	\$5,000.00
Life Insurance (860)	4	\$10.00	\$480.00
Medicare (871)	1.45%	\$389,129.94	\$5,642.38
Total (South Lebanon Enforcement)			\$520,280.48

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-_____

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE CHANGE ORDER #1 TO CONTRACT WITH J.K. MEURER
CORPORATION FOR THE SHEPHERD'S CROSSING PUNCH LIST
IMPROVEMENTS PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND
DECLARING AN EMERGENCY**

WHEREAS, on October 1., 2015, the Village Council passed Resolution No. 2015-30 and entered into a contract with J.K. Meurer Corporation ("Contractor") for the construction of the Shepherd's Crossing Punch List Improvements Project in the amount of \$97,393.00; and,

WHEREAS, said Contractor has completed the Project and, based on the final quantities, has resulted in a final cost of \$90,167.10 which is a net decrease of \$7,225.90 from the contract price; and,

WHEREAS, a change order is required to adjust the contract quantities to equal the final actual quantities; and,

WHEREAS, immediate action is required to approve said change order and closeout the project 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 Change Order #1 with J.K. Meurer Corporation, a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute a Change Order 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 7th day of January, 2016.

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

Rules Suspended: / /2016 (if applicable)	Effective Date - / /2016
Vote - ____ Yeas ____ Nays	
First Reading - / /201__	Effective Date - / /201__
Second Reading - / /201__	
Third Reading - / /201__	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

Change Order No. 1

Date of Issuance:	Effective Date:	12/22/2015
Owner: Village of South Lebanon	Owner's Contract No.:	
Contractor: JK Meurer Corporation	Contractor's Project No.:	
Engineer: Choice One Engineering	Engineer's Project No.:	WAR-SLE-1407
Project: Shepherd's Crossing Punch List Improvements		

The Contract is modified as follows upon execution of this Change Order:

Description:

Finalizing quantities actually installed in the field

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 97,393.00	Original Contract Times: Substantial Completion: 11/25/2015 Ready for Final Payment: 4/1/2016 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: Ready for Final Payment: days or dates
Contract Price prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment: days or dates
[Increase] [Decrease] of this Change Order: \$ 7,225.90	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: \$ 90,167.10	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment: days or dates

RECOMMENDED:

By: Quick Belhorma
Engineer (if required)
Title: Project Manager
Date: 12/22/15

ACCEPTED:

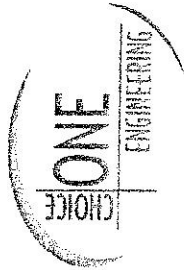
By: _____
Owner (Authorized Signature)
Title: Mayer
Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)
Title: _____
Date: _____

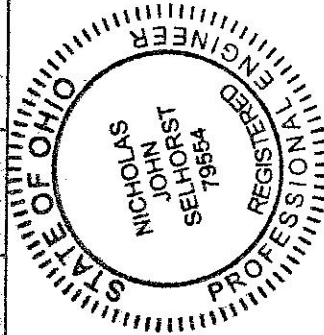
Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: Fiscal Officer



PROJECT Shepherd's Crossing Punch List Improvements
 LOCATION Village of South Lebanon
 DATE 12/22/2015

		Work Completed											
A	B	C	D	E	F	G	H	I	J	K	M		
REF. NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. UNIT QTY.	UNIT CONTRACT PRICE	TOTAL CONTRACT PRICE	UNIT QUANTITY COMPLETED	AMOUNT	MATERIALS STORED	AMOUNT COMPLETED AND STORED	BALANCE TO FINISH (G-K)		
1	202	REMOVED, AS PER PLAN	LUMP	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	\$0.00		
2	202	CURB AND GUTTER REMOVED	FT.	94	\$35.00	\$3,290.00	80	\$2,800.00		\$2,800.00	\$490.00		
3	204	SUBGRADE COMPACTION	S.Y.	113	\$5.00	\$565.00	79	\$395.00		\$395.00	\$170.00		
4	254	1-1/2" PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	30	\$30.00	\$900.00	30	\$900.00		\$900.00	\$0.00		
5	301	6" ASPHALT CONCRETE BASE	C.Y.	20	\$350.00	\$7,000.00	12.57	\$4,399.50		\$4,399.50	\$2,600.50		
6	407	TACK COAT @ 0.10 GAL./S.Y.	GAL.	477	\$10.00	\$4,770.00	477	\$4,770.00		\$4,770.00	\$0.00		
7	423	ASPHALT CRACKING REPAIR, AS PER PLAN	FT.	289	\$10.00	\$2,890.00	344	\$3,440.00		\$3,440.00	(\$550.00)		
8	441	1, PG64-22	C.Y.	265	\$170.00	\$45,050.00	272.88	\$46,389.60		\$46,389.60	(\$1,339.60)		
9	601	ODOT TYPE 1-2 PAVED GUTTER	FT.	104	\$112.00	\$11,648.00	104	\$11,648.00		\$11,648.00	\$0.00		
10	608	CURB RAMPS WITH TRUNCATED DOMES	S.F.	110	\$25.00	\$2,750.00	72	\$1,800.00		\$1,800.00	\$950.00		
11	609	CURB AND GUTTER REPLACED IN-KIND	FT.	94	\$52.00	\$4,880.00	80	\$4,160.00		\$4,160.00	\$720.00		
12	611	PLAN	EACH	17	\$500.00	\$8,500.00	12	\$6,000.00		\$6,000.00	\$2,500.00		
13	614	MAINTAINING TRAFFIC	LUMP	1	\$500.00	\$500.00	1	\$500.00		\$500.00	\$0.00		
14	638	WATER VALVE ADJUSTED TO GRADE	EACH	1	\$250.00	\$250.00	1	\$250.00		\$250.00	\$0.00		
15	659	SEEDING AND MULCHING	S.Y.	580	\$5.00	\$2,900.00	243	\$1,215.00		\$1,215.00	\$1,685.00		
		CHANGE ORDER #1				\$97,393.00		\$90,167.10	\$0.00	\$90,167.10	(\$7,225.90)		



reduction in contract
 price of \$7,225.90

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): Village of South Lebanon
99 High Street
South Lebanon, OH 45065

Project: Shepherds Crossing Punch list
Shepherds Crossing
South Lebanon, OH 45065

From: J. K. Meurer Corp.
33 Glendale-Milford Road
Loveland, OH 45140

Via (Architect):

Application No: 2
Invoice No: 22598RET
Period To: 12/18/2015
Net 29

Architect's Project No: OHIO-JKM

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month #1	0.00	7,225.90
TOTALS	0.00	-0.00
Net change by change order #1	-0.00	-7,225.90

See attached Change order #1

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: J. K. Meurer Corp.
By: *[Signature]*

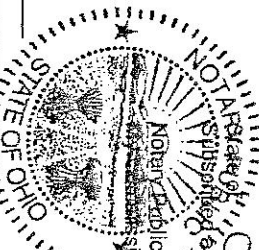
Date: 12/18/2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	97,393.00
2. Net change by Change Orders	\$	-8,367.10
3. CONTRACT SUM TO DATE (LINE 1+2)	\$	97,393.00
4. TOTAL COMPLETED & STORED TO DATE	\$	90,167.10
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	90,167.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	82,953.73
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	7,213.37
10. BALANCE TO FINISH, PLUS RETAINAGE	\$	7,225.90
(Line 3 less Line 6)		0.00



County of: Clermont
day of December
2015

AMOUNT CERTIFIED: \$ (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: *[Signature]*
By: *[Signature]* Date: 12/22/15
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 2
 Application Date: 12/18/2015
 Period To: 12/18/2015
 Architect's Project No: OHIO-JKM

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Removed, As Per Plan	1,500.00	1,500.00	0.00	0.00	1,500.00	100	0.00	0.00
2	Curb and Gutter Removed - 80' @ \$35.00/ft	3,290.00	2,800.00	0.00	0.00	2,800.00	85	490.00	0.00
3	Subgrade Compaction - 79sy @ \$5.00/sy	565.00	395.00	0.00	0.00	395.00	70	170.00	0.00
4	1 1/2" Pavement Planing, Asphalt Concrete - 30sy @ \$30.00/sy	900.00	900.00	0.00	0.00	900.00	100	0.00	0.00
5	6" Asphalt Concrete Base - 12.57cy @ \$350.00/cy	7,000.00	4,399.50	0.00	0.00	4,399.50	63	2,600.50	0.00
6	Tack Coat @ 0.10 Gal/sy - 477 gals @ \$10.00/gal	4,770.00	4,770.00	0.00	0.00	4,770.00	100	0.00	0.00
7	Asphalt Cracking Repair, As Per Plan - 344ft @ \$10.00/ft	2,890.00	3,440.00	0.00	0.00	3,440.00	119	-550.00	0.00
8	2" Asphalt Concrete, Surf Crs, Type 1 PG64-22 - 272.88cy	45,050.00	46,389.60	0.00	0.00	46,389.60	103	-1,339.60	0.00
9	ODOT Type 1-2 Paved Gutter - 104ft @ \$112.00/ft	11,648.00	11,648.00	0.00	0.00	11,648.00	100	0.00	0.00
10	Curb Ramps with Truncated Domes - 72sf @ \$25.00/sf	2,750.00	1,800.00	0.00	0.00	1,800.00	65	950.00	0.00
11	Curb and Gutter Replaced In-Kind - 80 @ \$52.00/ea	4,880.00	4,160.00	0.00	0.00	4,160.00	85	720.00	0.00
12	Grout and Clean Out Catch Basins 12 @ \$500.00/ea	8,500.00	6,000.00	0.00	0.00	6,000.00	71	2,500.00	0.00
13	Maintaining Traffic	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
14	Water Valve Adjusted to Grade	250.00	250.00	0.00	0.00	250.00	100	0.00	0.00
15	Seeding and Mulching - 243sy @ \$5.00/sy	2,900.00	1,215.00	0.00	0.00	1,215.00	42	1,685.00	0.00
		97,393.00	90,167.10	0.00	0.00	90,167.10	93	7,225.90	0.00

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
JANUARY 7, 2016
7:00 P.M.

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

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment