

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: Maryan Harrison – South Lebanon Historical Society
4. Floor open to the public:
5. New Business: Emergency Resolution 2015-05 – Agreement for snow removal Stonelake

Authorization of Invoices
6. Old Business: Second Reading – Ordinance 2015-02 setting compensation for full time employees

First Reading – Resolution 2015-06 for contract with Rozzi's Fireworks for the 4th of July
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. 2016-____

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AN AGREEMENT WITH STONELAKE AT RIVERS BEND
HOMEOWNERS ASSOCIATION, INC. FOR SNOW REMOVAL SERVICES AND
DECLARING AN EMERGENCY**

WHEREAS, due to causing a financial hardship on the Homeowners Association, the officers of the Stonelake at Rivers Bend Homeowners Association ("Association") have made a request to the Village to provide snow removal services for the Association; and

WHEREAS, the Village has the capacity to provide said services; and

WHEREAS, immediate action is required to approve said agreement to provide snow removal service for the remainder of the current winter season , 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 an Agreement with Stonelake of Rivers Bend Homeowners Association to provide snow removal services, 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 day of , 2016.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

AGREEMENT FOR SNOW REMOVAL SERVICES

This AGREEMENT FOR SNOW REMOVAL 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 the Stonelake of Rivers Bend Homeowners Association Inc., an Ohio Corporation ("Stonelake"), whose address is 9916 Windisch Road West Chester, OH 45069;

Stonelake desires to engage Village to assist in snow removal services for the subdivision located in South Lebanon, Ohio, and further described in Plat Book 78, Pages 38 and 39, Warren County, Ohio Recorder's Office (the "Subdivision");

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

SECTION 1 - BASIC SERVICES OF THE VILLAGE

- a) The Village shall perform snow removal services for Parkside Drive, Stone Ridge Boulevard, and Lakeview Court contained within the Subdivision. Stonelake acknowledges that the Village first performs snow removal services on Village roadways with heavier traffic and that the streets mentioned herein are not of this nature. Stonelake acknowledges and agrees that the streets mentioned herein shall be treated in the same priority as other streets in similar surrounding subdivisions located in the Village.

SECTION 2 - STONELAKE'S RESPONSIBILITIES

Stonelake shall:

- a) Pay to the Village the sum of \$150.00 per visit for the services provided herein. Stonelake shall make prompt payments in response to the Village's itemized statements by mailing via ordinary U.S. mail such payment no later than ten (10) days from the date of invoice
- b) If Stonelake fails to make any payment due the Village for services and expenses within thirty (30) days after receipt of the Village's itemized statement therefore, the amounts due the Village shall include a charge at the rate of 1% per month from said 30th day, and in addition, the Village may, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses

SECTION 3 - PERIOD OF SERVICE

- a) The village agrees to provide the services stated herein to Stonelake for ninety (90) days after execution of this Agreement. Upon the expiration of this Agreement, this Agreement shall terminate and the Village shall not be bound to provide any services as mentioned herein.

SECTION 4 – GENERAL TERMS

a) Modification or Amendment

- i. 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.

b) Construction

- i. 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.

c) Waiver

- i. 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.

d) Relationship of Parties

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

e) Parties

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

f) Headings

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

g) Notices

- i. All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:
- ii. TO: The Village of South Lebanon, Ohio
Attn. Village Administrator
99 S. High Street
South Lebanon, OH 45065

Stonelake:
Attn.:

h) Liability

- i. The Village and Stonelake agree that the Village shall not be held liable for any damage incurred to Stonelake's property during the performance of the services provided herein. Property shall include, but is not limited to, streets contained in the Subdivision, and any personal property of residents in the Subdivision, including but not limited to vehicles, mailboxes, landscaping or yards, or other personal property.
- ii. Stonelake shall indemnify and hold harmless the Village, and its employees, officers, members of council, agents, successors, assigns, and/or authorized representatives from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any services performed by the Village during the Term occasioned in any way as a result of the negligence by the Village or its or Lessee's employees, officers, members of council, agents, successors, assigns, and/or authorized representatives; including all legal costs and charges, including attorneys' fees, incurred in connection with any such matter and the defense of any action arising out of the same.

SECTION 5 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Stonelake, 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 6 – EXECUTION

STONELAKE :

IN EXECUTION WHEREOF, the Stonelake of Rivers Bend Homeowners Association Inc., , 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. 20____-_____.

SIGNATURE: _____

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

PRINTED NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: _____

APPROVED AS TO FORM:

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

By: _____

Date: _____

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

**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 6.1% for calendar years 2012, 2013 and 2014; and

WHEREAS, Village employees have received a one percent (1%) 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 _____, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk 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: _____

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

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE A DISPLAY CONTRACT WITH ROZZI'S
FAMOUS FIREWORKS FOR A FIREWORKS DISPLAY IN THE VILLAGE ON JULY
4TH, 2016 AND JULY 4TH, 2017**

WHEREAS, the Council desires to have a fireworks display in the Village for its citizens on the 4th of July, 2016 and July 4th, 2017, and,

WHEREAS, Rozzi's Famous Fireworks desires to provide such a 4th of July fireworks display, and has tendered a Display Contract to the Village for execution, a copy of which is attached hereto; and,

WHEREAS, the Display Contract price is \$6,800.00 per display, subject to certain adjustments should the display be canceled or postponed; and,

WHEREAS, the Union Township Board of Trustees desire to participate in the said fireworks display, including paying one-half the costs under the terms of the Display Contract.

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 Display Contract subject to the Village Solicitor approving as to form.

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

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

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

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

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: / /2016

ROZZI dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT

This Agreement entered into this 19th, day of January 2016 by and between **ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Village of South Lebanon, OH** ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 4th, day of July 2016 & 2017 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event. In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 4th, 2016 & July 4th, 2017 at the location of **Rogers Park, South Lebanon, OH** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2006 edition, ORC §3743.54. FM 1307, and the local regulations required by the AHJ. **Please specify a rain out date:** _____
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$6800.00** per show, for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: **\$1360.00** upon the signing of this Agreement for the 2016 display. In addition, the balance **\$5440.00** to be paid within 10 days after completion of the fireworks display.
6. **July 4th, 2017 deposit of \$1360 due February 10, 2017 and balance of \$5440. Due 10 days after completion of the display for 2017.**
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
 - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
 - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
 - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

8. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2006 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
9. This Agreement shall not be construed to create a partnership between the parties hereto.
10. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____ day of _____, 2016

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By _____

Nancy M Rozzi

Its _____

President

BUYER:

Village of South Lebanon

(Name of Buyer)

By _____

Its _____

Approved as to form:

PAUL R. REVELSON
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: February 2, 2016
Subject: Administrator Update

Here is an update of a few items in the works:

- The preliminary plat for Rivers Crossing South (old Milacron property) was submitted last week and is currently being reviewed. It consists of 127 single family lots with additional area for future townhomes/condos. I hope to have it to the Planning Commission by the end of next week;
- As a reminder, the polling place for the March primary will be at the old SLE gym. This will include precincts 204, 205, 206, 225 and 226 which is ALL Village and Union Township precincts;
- The Rozzi's Fireworks contract in the packet is for 2 years this year. I have sent a request to Union Township re: paying 1/2 the cost;
- The Stonelake HOA requested that the Village provide snow removal services for the remainder of the current winter season. In the packet is an agreement for this service at a cost of \$150/trip to the HOA.

If you have any questions or comments, please contact me anytime.

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
FEBRUARY 4, 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	George Teasdale
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
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 - f. Council Members
8. Adjournment