

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**JUNE 16, 2016**  
**6:30 P.M.**

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

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:                      John Moore – July 4<sup>th</sup> Festival
4. Floor open to the public:
5. New Business:              Ordinance 2016-15 – third reading – Community  
   Center lease  
  
   Emergency Resolution 2016-18 – Choice One agreement  
  
   Emergency Resolution 2016-19 – Right of Way for ODOT  
  
   Authorization of Invoices
6. Old Business:
7. Executive Session - Personnel
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](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** June 14, 2016

**Subject:** Community Center Lease

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The final reading for the lease of the Community Center with Joshua's Place is on the agenda for the June 16<sup>th</sup> meeting. Everything is the same as previously discussed. The effective date of the lease will be July 1<sup>st</sup>.

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

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

**A ORDINANCE FINDING THE PROPERTY LOCATED AT 83 N. SECTION STREET, BEING A PART OF THE PROPERTY COMMONLY KNOWN AS THE SOUTH LEBANON COMMUNITY CENTER, IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE, AND APPROVING A LEASE AGREEMENT WITH JOSHUA'S PLACE INC. AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO SIGN DOCUMENTS**

**WHEREAS**, Section 721.01 of the Ohio Revised Code (ORC) 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 ORC Chapter 721; and,

**WHEREAS**, in accordance with ORC Section 721.03 and Village Resolution No. 2015-27, bids were solicited for the lease of the Village-owned property located at 83 N. Section Street and commonly known as the South Lebanon Community Center, with the sole bid being submitted by Joshua's Place, Inc.; and,

**WHEREAS**, the Village Council desires to enter into a lease agreement with Joshua's Place, Inc. for the lease of the South Lebanon Community Center property, as shown as Lot 2 on Exhibit A of said lease; and

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

**Section 1.** That the Council finds the real estate and improvements at 83 N. Section Street is owned by the Village, and is not needed for any municipal purpose; and

**Section 2.** That the Council desires to and does hereby approve a lease agreement with Joshua's Place for the lease of the South Lebanon Community Center at 83 N. Section Street (illustrated as Lot 2 of Exhibit A of said lease); and

**Section 3.** That the Council hereby authorizes the Mayor and/or the Fiscal Officer to execute the lease agreement with Joshua's Place, Inc., attached hereto as Exhibit B; and

**Section 4.** That the Council is acting in its administrative capacity in adopting this Resolution.

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

**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      day of      , 2016.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2016

## Lease Agreement

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This Lease Agreement (the "Lease") is entered into by and between the VILLAGE OF SOUTH LEBANON, OHIO, an Ohio municipal corporation, whose mailing address is 99 High Street, South Lebanon, OH 45065, and telephone number is (513) 494-2296, acting by and through its elected Village Council (hereinafter, "Lessor") and JOSHUA'S PLACE, INC., organized as an Ohio not-for-profit corporation, whose mailing address is P.O. Box 68, South Lebanon, Ohio 45065, and telephone number is (513) 617-9099 (hereinafter, "Lessee"), the effective date being the last date upon which all parties have fully executed this Lease.

The Parties do hereby enter into this Lease based on the following terms and conditions:

### **A. Lease of Premises**

In consideration of the monthly rent payment and in-kind consideration set forth in Section B.2. of this Lease, and other promises and covenants herein of Lessee, Lessor hereby leases to Lessee the right to occupy the building located at 83 N. Section Street, South Lebanon, Ohio, consisting of the one story former school which is part of the premises commonly known as the South Lebanon Community Center (the "Community Center"), with the right to use of entrances, foyers, hallways, rooms, gymnasium, restrooms, parking areas, sidewalks and any other common areas and facilities as provided herein (collectively the "Leased Premises").

Nothing herein shall be construed to entitle Lessee to use or have access to, or require Lessee to be responsible for any monetary, operational or maintenance obligations of or relating to, the separate two story former school building that is part of the Community Center (the "Excluded Premises").

The rights of Lessee (and any sub-lessees as permitted herein) to use the parking spaces located on the Leased Premises shall be non-exclusive and first-come, first right to use. The parties acknowledge that Lessor and any lessees, renters, tenants, and short term users, and their invitees and guests, of the Excluded Premises shall also have non-exclusive rights to use the parking spaces located on the Leased Premises.

The leasehold rights of Lessee shall be subject to existing leases, and their rights to renew, of certain areas of the Leased Premises, to-wit:

- KINGS LOCAL SCHOOL DISTRICT AREA COMMUNITY SERVICES INCORPORATED (dba KINGS FOOD PANTRY), an Ohio corporation not for profit, whose address is 10 N. High Street, South Lebanon, Ohio 45065, and telephone number is (513) 494-2692, including without limitation Rooms 120 and 122, and the non-exclusive use of the entrances, foyers, hallways, restrooms, parking areas, sidewalks and any other common areas and facilities in accordance with the lease, a copy of which has been provided to Lessee.
- Mt. ZION BAPTIST CHURCH, an Ohio corporation not for profit, whose address is 100 East Broadway, South Lebanon, Ohio 45065, and telephone number is (513) 494-1067, including without limitation the gymnasium and Room 133 on Thursday nights year round for youth recreation and/or Bible Study, and the non-exclusive use of entrances, foyers, hallways, restrooms, parking areas, sidewalks and any other common areas and facilities in accordance with the lease, a copy of which has been provided to Lessee.

Lessee does further agree to make all reasonable efforts to enter into and sublease the space identified to each existing tenant under same or similar terms in the event any existing lease has no right to renew, or the existing tenant fails to timely exercise its rights to renew, subject to Lessee's right to relocate the existing tenants to a different space within the Leased Premises.

Lessee does further agree to make all reasonable efforts to designate areas in the Leased Premises and make the same available for community functions if reasonably requested by Lessor.

## **B. Term; Rent; Holdover Tenancy**

### **1. Term**

The term of this Lease shall be ten (10) years, beginning on July 1, 2016, and ending on June 30, 2026.

### **2. Rent: Monetary and in-kind Consideration**

- A. Periodic Monetary Rent Payment. The rent for the term under this Lease shall be the sum of ONE DOLLAR (\$1.00) per month, each in advance, with the first rent installment due and payable July 1, 2016, and subsequent rent installments due and payable on the first business day of each month thereafter. These periodic rent payments may be prepaid in advance at Lessee's discretion.

- B. In-kind Consideration. Lessee shall be solely responsible for making capital improvements to the Leased Premises that fully comply with the Capital Improvement Plan ("CIP") and all other bid documents submitted by Lessee dated November 2, 2015, a true, accurate and complete copy of which is attached hereto and made a part hereof, and relied upon by Lessor to approve and authorize this Lease in accordance with Ordinance No. 2016-15. All capital improvements made by Lessee in accordance herewith, or otherwise permitted herein, shall become affixed to the Leased Premises and shall be a permanent part of the property owned and retained by Lessor at the expiration of this Lease.

**3. Holdover Tenancy**

Lessee may not remain in possession of any part of the Leased Premises after expiration or termination of this Lease, absent a new Lease or other written agreement between the parties.

**C. Use and Occupancy**

**1. Manner and Purpose**

The Leased Premises will be used and occupied by Lessee in a careful, safe, sanitary and proper manner.

**2. Hazardous Activities**

Lessee will not carry on or allow any hazardous activity or use of the Leased Premises, nor will Lessee knowingly take any action which will invalidate insurance coverage on the Leased Premises. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measure to protect the safety of persons and property.

**D. Inspection of Leased Premises by Lessee; No Warranty of Fitness**

Lessee has inspected the Leased Premises and acknowledges that Lessor has made no representation, and there is no express or implied warranty by Lessor with respect to the fitness of the Leased Premises for any particular use or purpose. Lessee acknowledges that it is currently occupying a part of the Leased Premises and Lessee hereby accepts the Leased Premises, including any part currently occupied by other tenants, as-is and where-is.



## **E. Obligations of Lessor and Lessee Not Otherwise Provided Herein**

### **1. Utilities**

Utility bills shall remain in the name of and be mailed to Lessor. Lessee shall be solely responsible for timely re-paying Lessor, within a reasonable time after Lessee's receipt of copies of the billing statements from Lessor, all utility billings regardless whether the utilities were used by Lessor or any sub-lessee as herein permitted, including but not limited to water and sewer, gas and electric, and refuse, for the duration of the Lease; except, Lessor shall separate the utility costs related to the Excluded Premises which Lessee shall not be responsible for paying.

Lessee shall be solely responsible for any telephone, cable and all other services that Lessee elects to have connected, or any sub-leasee herein permitted elects to have connected, to the Leased Premises. Lessee shall be solely responsible for removal of such services once Lessee (or sublessee) vacates the Leased Premises.

### **2. Lessee's Expenses for Maintenance and Improvements**

Lessee will promptly pay all obligations incurred by Lessee in maintaining any improvements of the interior or exterior of the Leased Premises pursuant to the CIP or as otherwise provided herein. Nothing in this Lease shall be construed to require Lessor to make any interior or exterior improvements prior to or during the term of this Lease.

### **3. Items to be Maintained by Lessee**

Each of the following will be maintained at the expense of Lessee in good condition, repair, and working order: Interior paint and decoration, interior floor finish and coverings, interior of windows and interior window treatments; interior and exterior doors and security system; HVAC system; electrical system; lighting system and light bulb replacement; bathroom facilities and fixtures, and any exterior signage as herein may be permitted.

### **4. Items to be Maintained by Lessor**

Each of the following will be maintained at the expense of Lessor in good condition, repair, and working order: roof, walls, foundation, structural portions of floor, sidewalks and parking lots, asphalt and parking spaces, sprinkler system, drain and septic system, fire equipment and controls. Common area maintenance will be limited to snow and ice

removal but such service will have secondary priority to snow and ice removal for all public streets and alleys throughout the Village of South Lebanon.

**5. No Cleaning or Janitor Service**

No cleaning or janitor services for the Community Center will be provided by Lessor. Lessee shall provide for its own trash removal, and otherwise keep and maintain the Leased Premises in a clean and safe condition.

**6. Taxes and Assessments**

The parties acknowledge that the Leased Premises currently enjoys the benefit of tax-exempt status from real property taxes as granted by the Ohio Department of Taxation and/or the Warren County Auditor. In the event that the actions of the Lessee shall cause that tax-exempt status to be revoked, then Lessee shall be responsible for reimbursing to Lessor, within 60 days of receipt, any and all paid receipts from Lessor for real property taxes or assessments.

**F. Alterations**

The Lessee agrees fully comply with the CIP per the bid dated November 2, 2015, as attached. Any additional alterations or additions, interior or exterior, to the Leased Premises may only be made by Lessee with the prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

**G. Signs**

Lessee may install and maintain a suitable sign on the outside of the Leased Premises that complies with all applicable governmental regulations. Before installing or changing any signage, Lessee shall obtain Lessor's approval of the design, color, size, style, and material of the sign, such approval not to be unreasonably withheld or delayed. At the expiration or termination of the Lease, Lessee at its sole expense shall remove all signs installed by Lessee.

**H. Waste**

Lessee will not commit or allow any waste on the Leased Premises.

## **I. Insurance; Hold Harmless & Indemnification**

### **1. Insurance [TO BE CONFIRMED BY LESSEE]**

As consideration for Lessor leasing the Premises to Lessee under the terms in this Lease, Lessee shall carry general liability insurance, with no interruption of coverage during the entire term of this Lease. Lessee further agrees that in the event that its general liability policy is maintained on a "claims made" basis, and in the event that this Lease is terminated, Lessee 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. Lessee shall provide Lessor with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to Lessor. 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 Lessor in writing;
- (b) The insurance coverage must have 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;

The general liability insurance shall name Lessor, its elected and appointed officials, agents, employees and volunteers as additional insureds on the insurance policy with waiver of subrogation against Lessor, and shall furnish Lessor with a certificate 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 additional insured with the same coverage and duty to defend as the primary coverage provides for Lessee.

In the event Lessee should ever have employees during the term of this Lease, Lessee shall maintain statutory Worker's Compensation and Employer's Liability insurance coverage in compliance with all laws of the State of Ohio.

### **2. Hold Harmless and Indemnification**

Lessee agrees to indemnify and hold harmless Lessor and its elected and appointed officials, agents and employees, and their successors and assigns (the "Lessor Indemnitees") from any and all third party claims against any of the Lessor Indemnitees for wrongful death, bodily or personal injury and/or property damage, including costs of investigations, all expenses of litigation including reasonable attorney fees arising out of

the negligence or willful misconduct relating to the occupancy, use or misuse of the Leased Premises by Lessee, its guests and invitees.

**J. Entry by Lessor**

Lessee will permit Lessor or its agents to enter the Leased Premises at all reasonable times to examine and/or inspect the Leased Premises. Lessor shall give at least 24 hours' prior written notice prior to entering the Leased Premises, except in the case of an emergency no prior notice shall be required.

**K. Assignment and Subletting**

Lessee will not assign this Lease, or sublet any part of the Leased Premises, without Lessor's express written consent. Any sublease must be approved as the form and content by Lessor including review by its insurer and legal counsel.

**L. Covenants of Title and Quiet Enjoyment**

Lessor warrants that it is the lawful owner of the Leased Premises and has good right and power to enter into this Lease. If Lessee pays the rent as agreed, and fulfills all other conditions and obligations under this Lease, Lessee may quietly enjoy the Leased Premises without hindrance by Lessor or any person lawfully claiming under Lessor.

**M. Liens and Encumbrances**

Lessee or any sub-lessees herein permitted shall not engage in any activities or take any action, or fail to take any action that will create or that may result in the creation of a lien or encumbrance against the Leased Premises. In the event a lien or encumbrance against the Leased Premises results from the actions or inactions of Lessee or any sub-lessee herein permitted, the Lessee shall be solely responsible for discharging such lien or encumbrance, and in the event Lessee fails to fully discharge and release such lien or encumbrance within a reasonable time after being notified by Lessor of such lien or encumbrance, Lessor is entitled to take action to remove such lien or encumbrance, and all costs and expenses, including without limitation, reasonable attorney's fees and costs shall be paid by Lessee to Lessor.

**N. Responsibility for Personal Property**

Lessee is solely responsible for the safe keeping and insuring all tangible and intangible personal property located on the Leased Premises that belongs to Lessee or its sub-lessees herein permitted, and its agents, employees, licensees, guests and invitees.

Lessee shall be solely responsible for obtaining its own contents insurance coverage for personal property.

**O. Damage to Leased Premises; Appropriation of Leased Premises**

**1. Damage or Destruction of the Leased Premises**

If any part of the Leased Premises is damaged or destroyed without Lessee's fault, rendering the Leased Premises unfit for occupancy, Lessee may surrender possession of the Leased Premises and thereby terminate the Lease with respect to all provisions, remaining liable only for accrued and unpaid rent under the Lease.

**2. Eminent Domain**

If any part of the Leased Premises is taken under a right of eminent domain, this Lease shall terminate on the date possession is required for the public use, and the taking shall constitute neither an eviction of Lessee nor a breach by Lessor of the covenant of quiet enjoyment. Until possession is required for public use, Lessee may continue to occupy and will pay the rent and observe all other covenants of the Lease.

Lessee shall not be entitled to any part of the award of compensation for a taking under eminent domain, or damages to the residue; Lessor is entitled to the entire amount without deduction for any estate or interest of Lessee.

**P. Default by Lessee; Remedies of Lessor**

**1. What Constitutes Default by Lessee**

Lessee is in default under this Lease if: (a) any installment of rent is not paid within ten (10) days after its due date; (b) Lessee fails to perform any other obligation under this Lease, including Lessee's failure to fulfill its obligations contained in the CIP, within thirty (30) days after written notice of the alleged breach is provided by Lessor to Lessee; (c) Lessee vacates the Leased Premises during the term; (d) Lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Lessee's interest in the Leased Premises is subjected to execution, attachment, or other legal process; or, (f) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

## **2. Remedies of Lessor**

If Lessee defaults, Lessor may enter and repossess the Leased Premises as if this Lease had not been made, and the Lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the Leased Premises by Lessor.

## **3. Waiver of Default**

The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

## **Q. Notices**

Except as provided in Paragraph J, all notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor and Lessee shall be mailed or delivered to the address as set forth on the first page of this Lease.

## **R. Lease Binding on Parties and Successors**

This Lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this Lease by Lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

## **S. Law and Venue.**

This Lease shall be construed under the laws of the State of Ohio. This Lease and all other documents referenced herein shall be subject to the parties stipulating hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

**T. Liability for Attorney's Fees**

In the event any legal action is brought by on behalf of Lessor against Lessee based upon Lessee's default under this Lease, Lessee shall be obligated to pay Lessor's reasonable attorney's fees, plus court costs and expenses relating to such legal action, regardless of whether the action is prosecuted to judgment.

**U. Termination.**

This Lease may be terminated by either party with cause for the other party's default of its obligations herein; provided, that any such termination must be made by written notice from the non-defaulting party to the defaulting party which specifies the default in reasonable detail. Further, this Lease may be terminated by Lessor in the event Lessor shall determine, in its sole discretion that the leased Premises is needed for a municipal purpose. In the event the Lessor terminates the lease for municipal purposes prior to the end of the lease, the Lessor shall give twelve (12) months written notice and agrees to refund the Lessee the pro-rated amount of the ten (10) year amortized costs of the approved and completed capital improvements.

**[Remainder of page intentionally left blank – signature pages follow]**

V. **Execution**

**LESSOR**

**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 Ordinance Number 2016-15, dated June 16, 2016.

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: James D. Smith

NAME: Sharon Louallen

TITLE: Mayor

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, that on the 16th day of June, 2016, 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 James D. Smith, Mayor, and Sharon Louallen, 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 the above referenced Village Ordinance authorizing such act.

**NOTARY PUBLIC:** \_\_\_\_\_

[seal]

**MY COMMISSION EXPIRES:** \_\_\_\_\_

**PREPARED AND APPROVED  
AS TO FORM AND CONTENT BY:**

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

By: \_\_\_\_\_

Village Solicitor

Date: \_\_\_\_\_



**LESSEE**

IN EXECUTION WHEREOF, JOSHUA'S PLACE , INC. , the Lessee herein, has caused this Lease be executed by Kevin Peyton, its Executive Director, on the date stated below, pursuant to corporate Resolution authorizing such act.

**WITNESS AS TO LESSEE:**

**LESSEE:**

JOSHUA'S PLACE, INC.

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Kevin Peyton

DATE: \_\_\_\_\_

TITLE: Executive Director

DATE: \_\_\_\_\_

**STATE OF OHIO, COUNTY OF \_\_\_\_\_, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Kevin Peyton, whose title is Executive Director of JOSHUA'S PLACE, INC., the Lessee in the foregoing Lease, and acknowledged the signing and execution of this Agreement is his free and voluntary act and deed, in accordance with the aforementioned corporation resolution authorizing such act.

[seal]

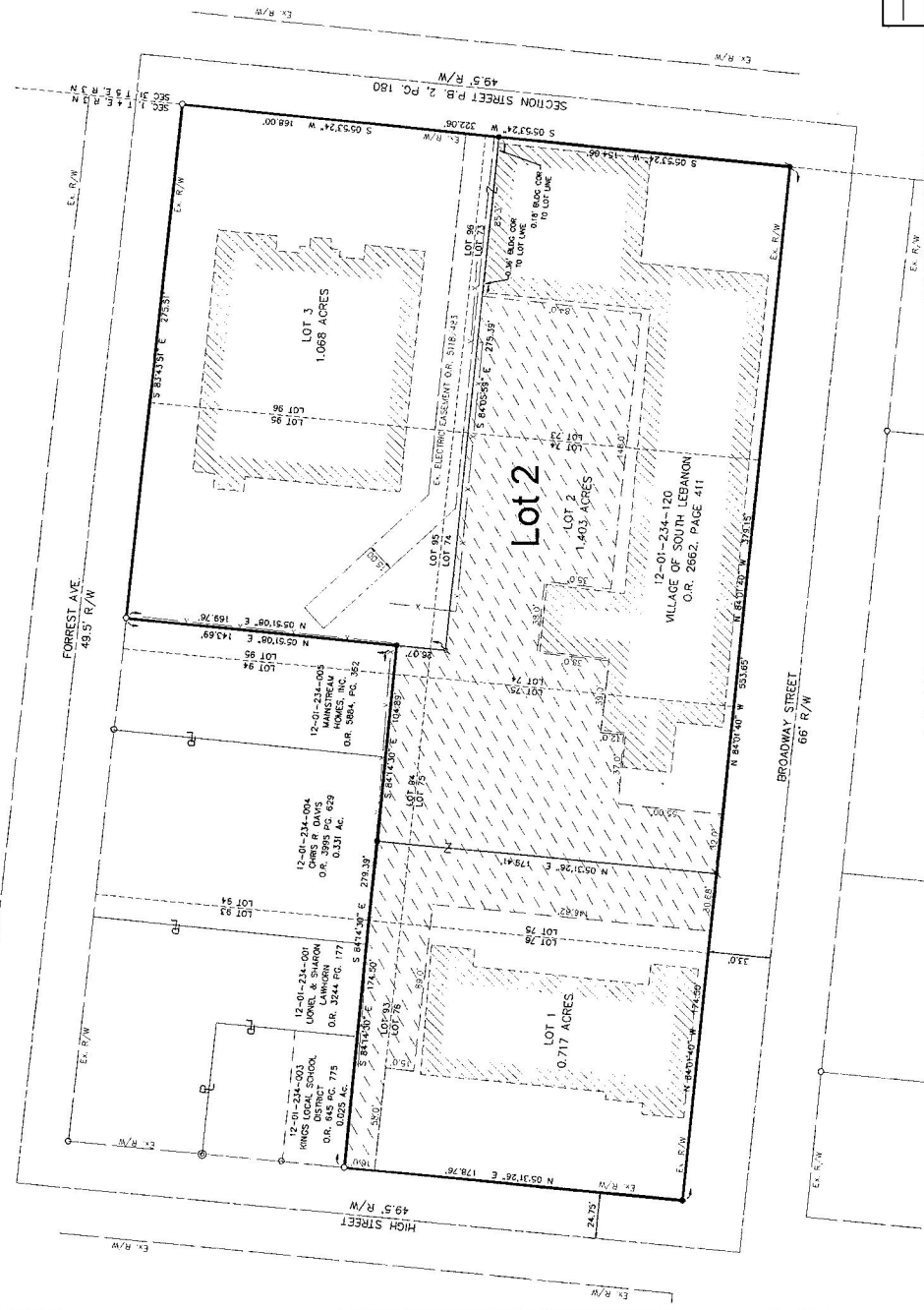
**NOTARY PUBLIC:** \_\_\_\_\_

**MY COMMISSION EXPIRES:** \_\_\_\_\_



# Exhibit A

VILLAGE OF SOUTH LEBANON  
83 N. Section Street  
Lot 1 - vacant building  
Lot 2 - Community Center  
Lot 3 - Early Learning Center





Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Sharon Louallen, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** June 14, 2016

**Subject:** High Street CDBG Engineering

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For the FY2016 High Street CDBG project, I recently solicited proposals from four (4) local engineering firms. The lowest proposal for this project was submitted by Choice One Engineering at a total cost of \$20,890 with a completion date of 45 days. 60 days was listed in the Request for Proposals.

The original estimate for design & inspections services, as submitted with the grant application, was \$38,780 with a total project cost of \$373,527. As you may recall, we applied to the County for \$125,000 and was subsequently awarded \$259,750.

The cost of engineering will be pro-rated between the street, sewer & water funds to minimize the effect on the Village street fund. With going ahead with the design, the project should be completed this Fall.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-18**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES REQUIRED FOR THE HIGH STREET  
RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village has been awarded \$259,750 in Fiscal Year 2016 Community Development Block Grant (CDBG) funds for the reconstruction of High Street from Section Street to Forrest Avenue; and,

**WHEREAS**, the Village has solicited proposals from several consulting engineering firms for consulting engineer for said Project; and,

**WHEREAS**, Choice One Engineering was selected by staff as the most qualified and cost-effective; and,

**WHEREAS**, funds are available in the Village's 2016 General Fund budget for consulting engineer services for the High Street Project; and,

**WHEREAS**, immediate action is required to assure construction can be completed in calendar year 2016, 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 in the Village of South Lebanon required for the High Street Reconstruction Project for the lump sum fee of \$20,890.

**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 June, 2016.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2016

## **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"), 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. (Intentionally Omitted)

### **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 regard 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 \$20,890.00** 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.

## **5.2 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 3<sup>rd</sup> 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. 2016 - \_\_\_\_.

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: \_\_\_\_\_



## Exhibit "1"

June 10, 2016

Jerry Haddix  
Village Administrator  
Village of South Lebanon  
99 N. High Street  
South Lebanon, OH 45065

Dear Mr. Haddix:

Subject: Request for Professional Services  
High Street Reconstruction – Pike to Forrest  
Village of South Lebanon, Warren County, Ohio

Choice One is a civil engineering and surveying firm located in Sidney, Ohio, Loveland, Ohio and Portland, Indiana. We typically provide the most value to people who expect responsiveness and who are looking for a firm that makes their lives easier. Our best relationships are with those who are counting on a firm to offer the peace of mind that a project is going to be taken care of.

Within this Proposal you will find our understanding of the High Street Reconstruction – Pike to Forrest project and the services we offer.

Thank you for the opportunity to present this Proposal to you. If you have any questions, would like more information, or if we can be of help in anyway, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in purple ink that reads "Nicholas J. Selhorst".

Nicholas J. Selhorst, P.E.  
Project Manager

### West Central Ohio

440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

### S. Ohio/N. Kentucky

203 W. Loveland Ave.  
Loveland, OH 45140  
513.239.8554 Phone

### Eastern Indiana

607 N. Meridian St.  
Portland, IN 47371  
260.766.2500 Phone

## SCOPE OF SERVICES

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### PROJECT SNAPSHOT

Choice One intends to provide construction plans and construction services for the reconstruction of High Street between Pike Street and Forrest Avenue.

### PROJECT DETAILS

- The approximate project length is 450’.
- Plans will be designed to ODOT and Village of South Lebanon Standards.
- A topographic survey will be needed and is included in the Design & Specifications price.
- Maintenance of traffic will be covered by general notes. Only local traffic will be maintained. A detour plan will be provided.
- The design speed limit is 25 mph.
- Adjustment in profile grade will be investigated to best fit existing features.
- Proposed typical section will match the existing back of curb with curb and gutter. A curb lawn and 4’ sidewalk will be included on both sides of the roadway as well. Recently-installed sidewalk on the west side of the roadway will be saved if feasible.
- Storm/sanitary sewer, including service laterals, will be replaced along the project route.
- Water services and meters will be replaced along project route. The roadway has a 12” water main that the new services can tie into. Existing 4” main will be abandoned along this block.
- Additional permanent right-of-way is not anticipated for this project.
- Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary, with coordination with Choice One.
- Bidding and contract documents will be handled by Warren County. Choice One will provide the plans and specifications and answer questions during the bidding process.
- The estimated construction cost is approximately \$330,000.

### PROJECT SERVICES

#### 1. Design & Specifications

##### a. Topographic Survey

- i. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- ii. Perform necessary deed and plat research at Warren County Recorder’s Office.
- iii. Establish horizontal and vertical survey control for the project area based on ODOT VRS CORS Network and NAVD 88.
- iv. Field reconnaissance and traverse of existing monumentation.
- v. Identify visible features from road centerline to 30’ beyond right-of-way for both sides including utilities and drainage.
- vi. Provide roadway cross-sections every 50’, at driveways, and other critical areas.
- vii. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- viii. Locate underground utilities as marked by the appropriate utility companies.
- ix. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- x. Provide one (1) foot contour intervals.

**b. Construction Plans**

- i. Title Sheet
- ii. Schematic Plan
- iii. Typical Sections
- iv. General Notes
- v. General Details
- vi. Intersection Details
- vii. Quantity Summary and Engineer's Estimate
- viii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- ix. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
- x. Maintenance of Traffic Notes and Detour Plan
- xi. Pavement Marking and Signage Plan
- xii. Provide plans to County for use in bidding documents.
- xiii. Answer questions during bidding process.
- xiv. Attend bid opening.
- xv. Review and analyze bids prior to award of contract.

**2. Construction Supervision**

- a. Attend a preconstruction meeting with the Village, County, and contractor.
- b. Perform periodic construction observation (estimated three times a week for 3 hours a day depending on activity) to review project progress and observe construction as compared to the construction plans. Additional construction observation beyond the estimated 6 weeks of construction will be at Choice One's standard hourly rates (attached).
- c. Review and approve contractor shop drawings.
- d. Review and approve pay request.
- e. Process any necessary change orders.
- f. Prepare final project punch list.
- g. Prepare as-built plan and profile sheets for Village records to show actual installed locations of water valves, manholes, catch basins, curb ramps, etc.

**ADDITIONAL SERVICES**

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Construction Layout Staking
2. Easement and Right-of-Way Plats or Descriptions

**CLIENT RESPONSIBILITIES**

- Payment of all agency-related fees.
- Provide any available existing plans.
- Execute necessary Work Agreements.
- Provide timely reviews at mutually-agreed times.



## COMPENSATION AND SCHEDULE

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### COMPENSATION

Lump Sum Fee Schedule	
Design & Specifications	\$15,410.00
Construction Supervision	\$5,480.00
<b>TOTAL</b>	<b>\$20,890.00</b>

### SCHEDULE

Choice One will have the construction plans completed and ready to bid within forty-five (45) days after receipt of an executed Agreement.

# 2016 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$130
Professional Surveyor	\$105
Designer	\$85
Field Surveyor	\$90
Administrative	\$55
Resident Project Representative	\$80

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



*Effective as of January 1, 2016*



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Sharon Louallen, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** June 13, 2016  
**Subject:** ODOT S.R. 48 Consent Legislation

---

I recently received an email from Jennifer Elston, the ODOT District 8 Pavement Engineer, re: the 2017 Pavement Project planned for S.R. 48 & Montgomery Road. Attached is a template resolution that ODOT requires to allow them access to right-of-way within the Village limits.

This project will not include the 48/Mason-Morrow-Millgrove project or the recent improvements made in the vicinity of 48 & Corwin Nixon Boulevard.

Let me know if you have any questions or comments.



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 8 • 505 SOUTH STATE ROUTE 741 • LEBANON, OH 45036  
JOHN KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • STEVE MARY, P.E., DISTRICT 8 DEPUTY DIRECTOR

June 2, 2016

Jerry Haddix  
Village Administrator  
Village of South Lebanon  
99 N. High Street  
South Lebanon, OH 45065

Re: WAR US 22/SR 48 2.80/5.22, PID 100553  
FY2017 Pavement Preservation Project

Dear Mr. Haddix:

Transmitted herewith are three (3) copies of proposed legislation for the above referenced project, which is a Pavement Preservation project a part in the Village of South Lebanon on a portion of SR 48 inside the corporation limits of the Village.

Please submit the enclosed legislation to the proper Village authorities for their consideration and approval. When the legislation has been properly executed and certified, please return two (2) **original** copies, **both** with **original seal and signatures**, to me for further processing **AS SOON AS POSSIBLE.**

Please do not modify the content or change the format of the enclosed documents.

If you have any questions or need additional information, please contact me at your convenience. Call me at (513) 933-6608 or e-mail me at: [jennifer.elston@dot.state.oh.us](mailto:jennifer.elston@dot.state.oh.us)

Respectfully,

A handwritten signature in blue ink, reading "Jennifer F. Elston", is written over a circular stamp. The stamp contains the text "Jennifer F. Elston, P.E." and "ODOT District 8 Pavement Engineer".

Jennifer F. Elston, P.E.  
ODOT District 8 Pavement Engineer

c: file

# PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

**Resolution # : 2016-\_\_\_\_\_**

**PID No. : 100553**

**County/Route/Section : WAR US 22/SR 48 2.80/5.22**

The following is a \_\_Resolution \_\_\_\_\_ enacted by the Village of South Lebanon of Warren  
(Ordinance/Resolution) (Local Public Agency)  
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

## **SECTION I – Project Description**

WHEREAS, the (LPA/STATE) has determined the need for the described project:

*Resurfacing of a portion of State Route 48, Straight Line Mile 5.22 to 8.80 and 9.22 to 10.09 more or less, part within the Village of South Lebanon, Warren County Ohio. Also, included on the project is United State Route 22, Straight Line Mile 2.80 to 12.75 which does not impact the Village. This project is further identified as **WAR US 22/SR 48 2.80/5.22.***

NOW THEREFORE, be it resolved by the Village of South Lebanon of Warren County, Ohio.  
(LPA)

## **SECTION II – Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

## **SECTION II – Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

**SECTION IV – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V – Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI Authority to Sign**

I, James D. Smith, Mayor of said Village of South Lebanon is hereby empowered on behalf of the  
(Contractual Agent) (LPA)  
Village of South Lebanon to enter into contracts with the Director of Transportation which is necessary to  
(LPA)  
complete the above described project.

Passed: June 16, 2016.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Contractual Agent of LPA – title)

Attested: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
( President of Council)

The \_Resolution# 2016-\_\_\_\_ is hereby declared to be an emergency measure to expedite the highway project and  
(Ordinance/Resolution)  
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID No.: 100553

**CERTIFICATE OF COPY  
STATE OF OHIO**

Village of South Lebanon of Warren County, Ohio  
(LPA)

I, Sharon Louallen, as Clerk of the Village of South Lebanon  
(LPA)  
of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of  
\_\_Resolution#2016-\_\_\_\_ adopted by the legislative Authority of the said  
(Ordinance/Resolution)  
Village of South Lebanon on the 16th day of June, 2016.  
(LPA)

That the publication of such \_\_Resolution# 2016-\_\_\_\_ has been made and certified of record according to  
(Ordinance/Resolution)  
Law; that no proceedings looking to a referendum upon such Resolution# 2016-\_\_\_\_ have been taken;  
(Ordinance/Resolution)  
and that such \_\_\_\_\_ and certificate of publication thereof are of record in \_\_\_\_\_,  
(Ordinance/Resolution) (Ordinance/Resolution)

Page \_\_\_\_\_.  
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,  
this 16<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
(Clerk)

**(CITY SEAL)**

Village of South Lebanon of Warren County, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The afore going is accepted as a basis for proceeding with the project herein described.  
For the Village of South Lebanon of Warren County, Ohio.  
(LPA)

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
(Contractual Agent)

For the State of Ohio

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
(Director, Ohio Department of Transportation)