

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
AUGUST 18, 2016
6:30 P.M.

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

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale
3. Guests:

Arik Sherk – Thompson Hine
Andrew Spoor – Keating Muething & Klekamp
4. Floor open to the public:
5. New Business:

Emergency Resolution 2016-26 Awarding Barrett
Paving for Ilene Ave. Project

First Reading Resolution 2016-17 Lift Station
Maintenance with Buckeye Power Sales

Emergency Ordinance 2016-10 releasing sanitary
sewer to Warren County for the Books Annexation

Emergency Resolution 2016-28 authorizing project
agreement CDBG entitlement program

Emergency Resolution 2016-29 agreement with
Childress & Cunningham for Architectural Services

Minutes for Approval:

Regular – June 2, 2016
Workshop – June 2, 2016
Regular – June 16, 2016

Authorization of Invoices
6. Old Business:

Second Reading – Resolution 2016-25
Trane Contract

7. Executive Session

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
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: August 16, 2016
Subject: Ilene Ave Sewer Project Award

The bids were opened for the Ilene Avenue Sewer Project on August 9th. Attached is a tabulation of all of the bids including the alternate bid for asphalt resurfacing. After reviewing the bids, I am recommending to award the project to Barrett Paving Materials, Inc. in the amount of \$70,475.75

I'm planning on getting proposals to repave the street from the south side of the project up to the beginning of the Woodknoll subdivision.

Let me know if you have any questions.

VILLAGE OF SOUTH LEBANON
ILENE AVENUE SANITARY SEWER PROJECT
BID TABULATION
August 9, 2016

							BARRETT PAVING MATERIALS MIDDLETOWN, OH		W.G. STANG LLC HAMILTON, OH		FORD DEVELOPMENT CINCINNATI, OH	
REF. NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID												
1	624	MOBILIZATION	LUMP	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,900.00	\$4,900.00
2	614	TRAFFIC CONTROL & BARRICADES	LUMP	1	\$1,000.00	\$1,000.00	\$2,850.00	\$2,850.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
3	623	CONSTRUCTION LAYOUT STAKES	LUMP	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	255	SAW CUT PAVEMENT	L.F.	515	\$1.50	\$772.50	\$0.90	\$463.50	\$2.00	\$1,030.00	\$2.00	\$1,030.00
5	255	PAVEMENT REMOVAL	S.Y.	120	\$3.50	\$420.00	\$10.25	\$1,230.00	\$5.00	\$600.00	\$1.00	\$120.00
6	202	REMOVE EX. SAN. SEWER	L.F.	135	\$25.00	\$3,375.00	\$37.50	\$5,062.50	\$5.00	\$675.00	\$1.00	\$135.00
7	202	SEAL, ABANDON AND FILL WITH GROUT EX. SAN. SEWER	L.F.	370	\$20.00	\$7,400.00	\$6.75	\$2,497.50	\$10.00	\$3,700.00	\$3.00	\$1,110.00
8	202	REMOVE EX. SAN. MANHOLE	EACH	2	\$1,500.00	\$3,000.00	\$725.00	\$1,450.00	\$250.00	\$500.00	\$50.00	\$100.00
9	603	8 INCH SANITARY SEWER, TYPE B - SDR35	L.F.	224	\$75.00	\$16,800.00	\$80.00	\$17,920.00	\$75.00	\$16,800.00	\$200.00	\$44,800.00
10	603	6 INCH SANITARY SEWER, TYPE E - SDR35	L.F.	24	\$50.00	\$1,200.00	\$99.00	\$2,376.00	\$60.00	\$1,440.00	\$170.00	\$4,080.00
11	603	6 INCH BENDS	EACH	12	\$45.00	\$540.00	\$15.00	\$180.00	\$50.00	\$600.00	\$20.00	\$240.00
12	603	8 INCH X 6 INCH WYES	EACH	6	\$250.00	\$1,500.00	\$45.00	\$270.00	\$500.00	\$3,000.00	\$100.00	\$600.00
13	604	SANITARY MANHOLE	EACH	1	\$3,000.00	\$3,000.00	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
14	613	CONTROL DENSITY FILL (CDF)	C.Y.	240	\$65.00	\$15,600.00	\$56.00	\$13,440.00	\$60.00	\$14,400.00	\$80.00	\$19,200.00
15	604	REMODEL BOTTOM OF EXISTING MANHOLE	EACH	1	\$2,000.00	\$2,000.00	\$725.00	\$725.00	\$250.00	\$250.00	\$500.00	\$500.00
16	603	CONNECT PROP. SAN. SEWER TO EX. MANHOLE	EACH	1	\$3,800.00	\$3,800.00	\$2,025.00	\$2,025.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
17	603	CONNECT EX. SAN. SEWER TO PROP. MANHOLE	EACH	1	\$2,500.00	\$2,500.00	\$1,075.00	\$1,075.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
18	301	8 INCH ASPHALT BASE COURSE (2 LIFTS)	C.Y.	26.5	\$145.00	\$3,842.50	\$252.50	\$6,691.25	\$300.00	\$7,950.00	\$150.00	\$3,975.00
19	404	2 INCH ASPHALT SURFACE COURSE	C.Y.	6.5	\$100.00	\$650.00	\$280.00	\$1,820.00	\$350.00	\$2,275.00	\$200.00	\$1,300.00
20	SPEC	VIDEO RECORD OF SANITARY SEWER	LUMP	1	\$800.00	\$800.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
21	SPEC	PERFORMANCE BOND	LUMP	1	\$1,100.00	\$1,100.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BASE BID TOTAL						\$72,800.00	\$70,475.75	\$70,720.00	\$93,090.00			
ALTERNATE BID - FULL WIDTH ASPHALT OVERLAY												
1	254	BUTT JOINT	EACH	2	\$300.00	\$600.00	\$765.00	\$1,530.00	\$500.00	\$1,000.00	\$100.00	\$200.00
2	254	PAVEMENT MILLING +/- 1.5"	S.Y.	995	\$4.00	\$3,980.00	\$8.80	\$8,756.00	\$5.00	\$4,975.00	\$6.00	\$5,970.00
3	404	2 INCH ASPHALT SURFACE COURSE	C.Y.	55.5	\$100.00	\$5,550.00	\$202.00	\$11,211.00	\$250.00	\$13,875.00	\$235.00	\$13,042.50
ALTERNATE BID TOTAL						\$10,130.00	\$21,497.00	\$19,850.00	\$19,212.50			

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

A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO BARRETT PAVING MATERIALS, INC. FOR THE CONSTRUCTION OF ILENE AVENUE SANITARY SEWER PROJECT, AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the Village published invitations to bid the Project, and the Project Engineer has reviewed all bids timely submitted and recommends based on the results of the bid opening on August 9, 2016, that the base bid of \$70,475.75 from Barrett Paving Materials, Inc. was the lowest and best bid; and,

WHEREAS, due to the necessity to complete construction of the Project this calendar year, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. Approve the issuance of a Notice of Award to Barrett Paving Materials, Inc. (Contractor) and further authorize the Mayor and Fiscal Officer to execute the Project Contract after approval as to form by the Village Solicitor and execution by the Contractor.

Section 2. Upon full execution of the Project Contract, the Mayor and Fiscal Officer are further authorized to execute and send a Notice to Proceed to the Contractor.

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

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

Section 5. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and,

this Resolution shall be in full force and effective immediately upon its passage.

Section 6. 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 18th day of August, 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: 8/18/2016



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: August 16, 2016

Subject: Pump Station Generator Maintenance Agreement

Attached is the annual service agreement for the generators of the sewer pump stations. It is the same as last year and the prices has not increased

Let me know if you have any questions.

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

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE VILLAGE'S LIFT STATIONS FOR THE PERIOD OF 8/1/2016 THROUGH 7/31/2017

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Stations expired on July 31, 2015, and continued maintenance is necessary.

WHEREAS, the Village desires to renew its agreement with Buckeye Powers Sales, Inc., under the terms and conditions set forth in the attached Agreement.

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 Planned Maintenance Agreement with Buckeye Power Sales, Inc., a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Agreement for the period of 8/1/2016 to 7/31/2017.

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 , 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 –
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: _____



Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, Ohio 45069
e-mail: www.buckeyepowersales.com

(513)755-2323
1-800-368-7422
755-4515 Fax

SALES**SERVICE****PARTS****RENTAL**

July 18, 2016

Village of South Lebanon
PO Box 40
South Lebanon, OH 45065

Dear Jerry Haddix,

Your generator maintenance agreement is due to expire soon, should you wish to renew your agreement please sign the enclosed copy and send it back to B.P.S. If you have any questions, please call me.

Your Emergency Power System is a very important piece of equipment. You must properly maintain, service, and test this system for positive results when it is called upon. Consideration of this proposal will be the first step in the right direction. Buckeye Power Sales has been servicing Ohio's emergency power needs since 1947. With BPS servicing your system, you can rely on factory trained personnel from one of Kohler's largest U.S. distributors. We offer 24 hours on call service and pride ourselves on responding to emergencies promptly.

Our current rates for service are as follows; *\$115.00/hr for labor, and *\$2.00/mile. We have set up discounted rates for any customer who has a service contract on the unit that we are called out to service. The discounted rates are as follows; *\$98.00/hr for labor, and *\$2.00/mile (These rates do not apply to call outs performed after hours or on holidays). Since we are the Kohler distributor in this area, Buckeye Power Sales provides the best source for genuine Kohler parts and for performing Kohler warranty work.

Enclosed is a copy of our service agreement. If you wish to take advantage of this service please sign the bottom of this page along with the enclosed copy, then send them to Buckeye Power Sales. The service agreement will be valid as soon as the payment is received. You will then be automatically invoiced for payment approximately 60 days before the annual renewal date on the agreement. This means that you the customer will be automatically under agreement annually unless either party gives notice of termination by mail or telephone at least 60 days before the auto renewal date.

If you do not wish to take part in this program but would like to sign for a one year agreement, simply sign the attached agreement with a note that you do not want to be automatically invoiced and send it back to Buckeye Power Sales Co. without this page. If you have any questions, please call me.

Signature

Date

Please Print Name Here

Thank You

Marissa Maloney
Contracts Coordinator



Planned Maintenance Agreement Quote

Page 1

Bill-to Customer No. C00405838
Village of South Lebanon
PO Box 40
South Lebanon, OH 45065
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Jerry Haddix
Phone No. 513-494-2296
E-Mail jhaddix@southlebanonohio.org
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1009585
Accept Before
Renewal Date 08/01/16
Invoice Period Year
Annual Amount 2,155.00
Contract No. PMA0WC3736
Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Village of South Lebanon Grants Pass L.s.
5095 Zoar Rd.
South Lebanon, OH 45065

EQ0205362	Kohler 50REOZJD	KH50REOZ	3032865	770.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			

Ship-to Address

Village of South Lebanon Mckinley Pump
107 W. Mckinley St.
South Lebanon, OH 45065

EQ1007869	200REZXB, 200 kW, 60 Hz	KH200REZ	SGM322FN2	780.00
	MAJOR Major			
	MINOR Minor			

Ship-to Address

Village of South Lebanon Rivers Crossing
3649 N Lebanon Road
LEBANON, OH 45036

EQ0203516	Kohler 20REOZJB	KH20REOZ	2154362	605.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			



Bill-to Customer No. C00405838
Village of South Lebanon
PO Box 40
South Lebanon, OH 45065
USA

Contact Jerry Haddix
Phone No. 513-494-2296
E-Mail jhaddix@southlebanonohio.org
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Planned Maintenance Agreement Quote
Page 2

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Quote No. PMA1009585
Accept Before
Renewal Date 08/01/16
Invoice Period Year
Annual Amount 2,155.00
Contract No. PMA0WC3736
Contract Type Contract Renewal

Addition to Section 3.06 - The venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement shall be exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and each party hereby waives the right to initiate in or remove any such matters to any state or Federal court.

MM 8/10/16

Total 2,155.00

Customer Signature Line

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

PO # _____
Sign _____
Print James D. Smith, Mayor
Date _____

Approved as to form:

Paul R. Revelson, Village Solicitor

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 ~~Servicing Agent is not responsible for any consequential damages, test profits or any damages or losses.~~ MM 8/10/16
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
- Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees (indemnitors) harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods, however, Customer shall not be required to indemnify to the extent that such damages are determined through final adjudication to be the negligence of Servicing Agent or its employees.~~ MM 8/10/16
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ MM 8/10/16
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 Periodic Service
- Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Check battery electrolyte levels and specific gravity
 - Test antifreeze and adjust
 - Clean battery terminals as necessary
 - Check coolant level
 - Check generator output voltage and adjust as necessary
 - Inspect belts and hoses as required
 - Emergency system operation without load transfer
 - Check engine heater operation
 - Frequency check/governor adjustment, as required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check air intakes and outlets
 - Check engine alternator charge rates
 - Check transfer tank operation
 - Check engine and generator gauge and indicator operation
 - Drain exhaust line
 - Check generator set controller operation including shutdown functions
 - Inspect silencer
 - Perform engine checks per manufacturer's recommendations
 - Check battery charger operation and charge rate

PMA Quote No: PMA1009585

Customer Name: Village of South Lebanon

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.

4.05 Load Bank Service (only if specified as "Additional Services")

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.



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: August 16, 2016
Subject: Books Sewer Release to Warren County

Tim & Mary Books, 720 E. U.S 22 & 3 officially annexed into the Village on July 19, 2012. At that time, it wasn't probable that public sanitary sewer service would not be needed for the type of use that was planned for the property.

Fast forward four (4) years, now a convenient store developer is interested in developing the property which would require sanitary sewer service. As part of the process, because it's not feasible to serve this area, the Village can release this area to Warren County who has a sewer on the other side of the street. The Board of Commissioners would have to agree to serve this area as well. Warren County currently provides water service to the property.

Let me know if you have any questions.

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

AN ORDINANCE RELEASING 1.85 ACRES OWNED BY TIM AND MARY KAY BOOKS, LOCATED AT 720 E. U.S. ROUTE 22 & 3, MORROW, OH, TO WARREN COUNTY FRO PROVIDING SANITARY SEWER SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Village accepted the annexation of 23.045 acres (“annexed territory”) by Ordinance No. 2012-16 on July 19, 2012, and a part of the annexed territory included a certain 1.85 acres owned by Tim and Mary Kay Books, having a mailing address of 720 E. U.S. Route 22 & 3, Morrow, OH 45152, and identified as Parcel No. 17-36-401-011; and

WHEREAS, the annexed territory is located in the Sewer Improvement Area of the Warren County Sewer District and Warren County has an existing gravity flow system and sanitary sewer treatment plant in the vicinity of the annexed territory; and

WHEREAS, Warren County is the existing potable water provider for the annexed territory; and

WHEREAS, the Warren County Sanitary Engineer has provided the Village with a letter indicating that Warren County has the capacity to provide sanitary sewer services to the annexed parcel at such time as any development of the annexed parcel should extend a sanitary sewer line and connect to the existing system upon complying with the Warren County Water and Sewer Department’s Rules and Regulations; and

WHEREAS, Warren County has requested the Village to release the annexed parcel to Warren County in order for it to provide sanitary sewer services to the same; and

WHEREAS, immediate action is required to release this territory, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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 this Council does hereby release the annexed parcel consisting of 1.85 acres owned by Tim & Mary Kay Books, having a

mailing address of 720 E. U.S. Route 22 & 3, Morrow, OH 45152, and identified as Parcel No. 17-36-401-011, to Warren County for Warren County to be the sanitary sewer service provider to the annexed parcel.

Section 2. That the Council is acting in its administrative capacity in approving this Ordinance.

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.

Section 5. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Revised Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and this Ordinance shall be in full force and effective upon its passage.

Approved this 18th day of August, 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

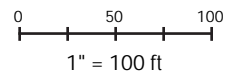
By: _____

Date: _____



Warren County Legend

Interstate	County Boundary	Overpass Line	School Line	Township & Range
US Route	Auditors Tract Line	Parcel Line	Section Line	Tract Line
State Route	Civil Township Line	ROW Unknown Width	Subdivision Limit	VMS Line
Local Road	Corporate Line	Road ROW	Subdivision Lot Line	Vacated Road Line





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: August 16, 2016
Subject: FY16 CDBG Agreement

Attached is a resolution & agreement with Warren County with respect to the FY16 CDBG Project on High Street. Susanne Mason sent this to me last week.

The County has scheduled the bid opening for the High Street project for August 30 and this Agreement needs to be executed prior to the County awarding the construction contract which should be early to mid-September.

Let me know if you have any questions.

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

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR TO EXECUTE A
PROJECT AGREEMENT FOR THE FISCAL YEAR 2016 WARREN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT
PROGRAM, AND DECLARING AN EMERGENCY**

WHEREAS, on December 3, 2015, this Council authorized the submission of an application to the Warren County Board of Commissioners for the Fiscal Year 2016 Community Development Block Grant (CDBG) Entitlement Program for the reconstruction of High Street from Pike Street to Forrest Avenue, and

WHEREAS, subsequently, the Board of County Commissioners awarded the Village \$259,750.00 from the County's FY2016 CDBG Program for said Project; and

WHEREAS, the Warren County Office of Grants Administration recently provided a Project Agreement which is required prior to the County awarding a contract for said project; and

WHEREAS, immediate action is required to ensure construction of 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 a Project Agreement relative to the Warren County CDBG Entitlement Program, a copy of which is attached hereto, and further authorize the Mayor to execute Agreement 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 18th day of August, 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: 08/18/2016

PROJECT AGREEMENT

THIS AGREEMENT, between the **Warren County Board of Commissioners** hereinafter referred to as “**County**” and the **Village of South Lebanon**, Warren County, Ohio, hereinafter referred to as “**Village**”.

WHEREAS, a project or activity, described as CDBG FY2016 Village of South Lebanon – High Street Rehabilitation Project, hereinafter referred to as “**Project**”, has been approved and funded in the amount of \$259,750.00 (Two hundred fifty-nine thousand seven hundred fifty dollars) under the Warren County Community Development Block Grant Program; and

WHEREAS, the parties desire to define their rights and duties by execution of this Project Agreement.

Now, therefore, the parties hereby agree as follows:

1. Pursuant to R.C. §307.15, the parties agree that County shall undertake to perform the Project, and is hereby authorized by Village, to exercise any power, perform any function, or render any service, on behalf of Village or its legislative authority, that Village or legislative authority may exercise, perform, or render in connection with the Project. County may assign the performance of tasks, or duties, in connection with the Project to such County officers, officeholders, departments, agencies, employees or agents as County determines is appropriate under the circumstances.
2. County is hereby granted the right to enter upon any property owned, leased, or controlled by Village for the purpose of performing the Project, subject, however, to advance notice to, and supervision by, Village.
3. Other than those funds committed to the performance of the Project pursuant to the ~~Warren~~ County Entitlement Program, Village shall be responsible for the costs of performing the Project, and for any claims, or expenses, which arise out of the performance of the Project, except as may be directly and proximately caused by the gross negligence of County. Village shall, upon receipt of an invoice from County, immediately reimburse County for any such costs, claims or expenses.
4. This agreement has been approved by the legislative authority of the Village by resolution or ordinance attached and made part of this Agreement.

WARREN COUNTY:

President

Vice President

Member

VILLAGE:

James Smith, Mayor

APPROVED AS TO FORM ONLY:



Assistant Prosecuting Attorney



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: August 17, 2016
Subject: Old SLE Architect

In the packet for 8/18 meeting is resolution to approve a contract for architectural services with Childress & Cunningham for the old SLE building. I have reviewed various qualifications, met with various architects, and solicited proposals from various firms.

In the end, I feel that Childress & Cunningham has: 1) experience in this type of project; 2) a clear understanding of the Village's purpose for the project; and 3) provided the most reasonable price for the services proposed.

Attached is an email from Larry Cunningham outlining their scope of services & price. This is currently being formalized in a letter.

The purpose of doing this as an emergency action is to get them started in anticipation of the approval of the proposal from Trane for HVAC/Electric. The architect will need to work with Trane & their contractors to avoid any construction conflicts after the hvac & electrical items are completed.

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHILDRESS & CUNNINGHAM, INC. FOR
ARCHITECTURAL SERVICES REQUIRED FOR THE RENOVATION OF THE OLD
SOUTH LEBANON ELEMENTARY SCHOOL, AND DECLARING AN
EMERGENCY**

WHEREAS, this Council desires to renovate the former South Lebanon Elementary School, located at 10 N. High Street, into a Village municipal building; and,

WHEREAS, the Village has solicited proposals from several architectural firms for architectural services for said Project; and,

WHEREAS, Childress & Cunningham, Inc. was selected by staff as the most qualified and cost-effective; and

WHEREAS, immediate action is required to ensure coordination with other planned work on the building, 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 Childress & Cunningham, Inc. for architectural services required for the renovation of the Old South Lebanon Elementary School for the lump sum fee of \$49,990.

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 18th day of August, 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

Jerry Haddix

From: Larry Cunningham <ldc@cc-architects.com>
Sent: Thursday, July 28, 2016 4:23 PM
To: Jerry Haddix
Cc: AIA Roger L Kerlin
Subject: South Lebanon Scope

Jerry,

I've tried to craft the beginnings of a scope document.

Scope: architecture services to renovate the existing first floor school building into Village offices and meeting rooms.

Services: to include architecture drawings to renovate the first floor (no addition anticipated, except possible covered roof at entry), including new restroom, existing restroom renovation, improved main entry, possible new ramps and walkways exterior to the building, new windows, shaft for future elevator and general renovation of finishes.

Electric and HVAC design is by others outside of the architect's scope.

Village items being provided:

- Site survey including 1' contours, and location of hardscape surfaces, utilities.
- Civil Engineering if required. (assume not needed as only changes are sidewalks)
- Mechanical/Electrical design, construction documents, bidding and construction phase services
- Asbestos design/removal
- Printing costs for contractors if any

Architect includes:

- Construction documents based upon schematic design sketch provided by Village
- Bidding to General Contractors for architectural scope
- Construction Phase services including assumed 3-4 month construction schedule, monthly site visit, processing of contractor monthly draws, shop drawing review of items requested for such by

architect.

- Fixed Fee of \$49,990.00 including normal architecture reimbursable expenses

Let me know if this is an accurate reflection of our scope discussion.

Many thanks,

Larry Cunningham, AIA, NCARB
Childress & Cunningham, Inc.
2355 Park Avenue
Cincinnati, Ohio 45206
phone: (513) 281-3500
fax: (513) 281-4291

<http://www.cc-architects.com>



Childress & Cunningham, Inc.
www.cc-architects.com

July 28, 2014

Mr. Gary M. Vidmar, Administrator
Village of South Lebanon
99 High Street
P.O. Box 40
South Lebanon, Ohio 45065

Re: Feasibility Study

Dear Mr. Vidmar:

Thank you for discussing the upcoming Feasibility Study RFQ for the Village of South Lebanon.

Childress & Cunningham as a 28 year old full-service architecture, planning, interior design, and construction delivery specialist, looks forward to an opportunity of responding to the RFQ.

As architects and constructors, we specialize in difficult projects: unusual site conditions, building code compliance, and challenging renovations in both the public and private sectors. We regularly work with a variety of stakeholders and are skilled at bringing different viewpoints and values together for consensus.

Enclosed please find a glimpse of our public sector work. Feel free to contact us should you have questions, as we appreciate you thinking of C-C for this important study.

Best Regards,



Roger L. Kerlin AIA

Cc: Larry D. Cunningham AIA



Childress & Cunningham, Inc.
www.cc-architects.com



Childress & Cunningham, Inc.



2355 Park Ave Cincinnati OH 45206 USA
513-281-3500

Firm Information

History

Before forming the firm in December, 1986, principals Allan C. Childress, RA, NCARB and Larry D. Cunningham, RA, AIA, NCARB had previous experience with such nationally recognized design firms as Kohn, Pedersen, Fox, New York; The Architects Collaborative, Boston; and Henningson, Durham & Richardson, Omaha.

Organization

The firm is incorporated in the State of Ohio. The principals serve as managing Directors. Corporate agreements require principals to be the majority stockholders, but allow minority holdings by the Associate Staff. Mr. Childress and Mr. Cunningham each own 50% of the stock.

Principals are registered in the states of Ohio, Kentucky and Indiana. The firm is a member of the American Institute of Architects and certified by the National Council of Architectural Registration Boards.

The firm maintains professional liability insurance with RLI Insurance Company, Rated A+, with \$2 Million per claim/\$4 Million Aggregate Limit of Coverage. Corporate banking is with US Bank and Fifth Third Bank, Cincinnati, Ohio.

Our staff averages over 12 years of experience with Childress & Cunningham, and averages over 20 years of industry experience. We intentionally develop team building skills and incentives so that our office works together to produce value-added design and construction delivery outcomes for our clients. The staff is trained to value and produce functional designs which are efficiently constructed, functional in their layout and pleasing visually. We balance initial construction cost with long-term value and desire to gain optimal energy efficiencies.



Childress & Cunningham, Inc.
www.cc-architects.com



Contact Information

Childress & Cunningham, Inc.

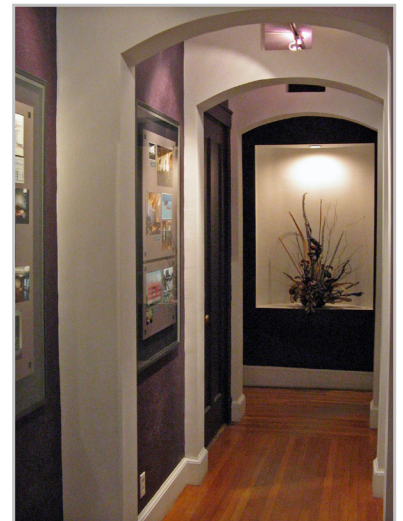
2355 Park Avenue

Cincinnati, OH 45206

T: 513.281.3500

F: 513.281.4291

E: info@cc-architects.com





Childress & Cunningham, Inc.

ARCHITECTURE • PLANNING • PROJECT DELIVERY

Governmental Project List

Amberley Village Public Works Building
Blue Ash Fire Station Feasibility Study
Carnegie, Pennsylvania Government Center (Admin., Police, & Fire Dept.)
City of Cincinnati Fire Station #21 Renovation
Edgewood City Building - Fire Station
Florence Government Center Master Plan
Florence Government Center
Florence (Kentucky State) Office Building
Florence Public Works Building
Franklin Fire Station, **Design/Build Project**
Franklin Administration Building Renovation, **Design/Build Project**
Franklin Police Department Renovation, **Design/Build Project**
Franklin Public Works Facility, **Design/Build Project**
Ft. Thomas Fire Station Renovation
Ft. Thomas Public Works Building
Ft. Wright Public Works Building
Hamilton County Public Works Facilities
Montgomery Public Safety Facility (Fire Station/Police Department)
Montgomery Public Works Building
Owen County Rural Electric Cooperative
Sharonville Branch Fire Stations (2)
Sharonville Community Center Expansion
Sharon Woods Visitor Center
Silverton Fire Station Feasibility Study
Springdale Community Center Expansion
Springdale Fire Station Renovation
Springdale Municipal Building
Union Kentucky Fire Station
Village of Arlington Heights Admin./Fire Station Expansion

GOVERNMENT / MUNICIPALITY PROJECTS



Childress & Cunningham, Inc.
www.cc-architects.com



Childress & Cunningham has a very experienced multi-disciplinary team adept at serving in many capacities and scopes for public works projects. Staff has served as architect for new facilities, and owner's representative for projects in design, site, and construction review phases.

Our resume of public buildings includes government centers, community centers, public recreation complexes, parks, visitors'/tourism centers, fire / police stations, and storage / maintenance facilities of a variety of sizes.



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513-281-3500



Childress & Cunningham, Inc.
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EDGEWOOD CITY BUILDING



Childress and Cunningham were retained by the City of Edgewood in 2004 as an Owners Representative during construction of the 35,000 sf facility. Housed under one roof are municipal offices, council chambers, police department and a fire department including a four bay apparatus area. Our construction observation team monitored construction procedures and methods and represented the owner in regular on-site construction progress meetings including contractor and project architect. During the course of construction, Childress and Cunningham insisted upon normal safeguards to protect the Owner that had escaped the on-site design and construction crews, which were then included in the structure.

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513-281-3500

SPRINGDALE MUNICIPAL BUILDING



Childress & Cunningham, Inc.
www.cc-architects.com



This 30,000 square-foot municipal building features a two-story lobby with access to the four wings that house the Council chambers, Administrative offices, and Tax, Building, and Health departments. Lower level expansion opportunities are also incorporated into the design. The architectural style is modern with a Jeffersonian influence.

The building provides government more presence in the community and is the focal point of the municipal complex that includes the Community Center, athletic fields, fire station and police department. Particular attention is given in the plans to preserve trees and maintain green space, enhancing the campus setting.



Tenured Project

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513-281-3500



Childress & Cunningham, Inc.
www.cc-architects.com

BOROUGH OF CARNEGIE PENNSYLVANIA

MUNICIPAL / MIXED USE BUILDING



The site was an abandoned rail yard owned by the Port Authority of Pittsburgh. The Borough of Carnegie shares this site with a Park & Ride for commuters connecting with public transportation for downtown Pittsburgh.

A Roger L. Kerlin AIA led multi-disciplinary design team was selected to master plan the site and to create a new municipal building with associated mixed uses.

The plaza level of the building includes tenant space for a limited service or coffee shop serving local customers, park & ride patrons, and Borough staff. The second floor in addition to Borough functions includes flexible tenant office space at market rates.

Borough activities housed in the building include administration space, property tax department, police department, building & zoning code enforcement, community development, and council chambers.

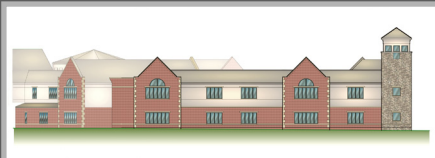
Tenured Project

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513-281-3500

CINCINNATI HILLS CHRISTIAN ACADEMY



Childress & Cunningham, Inc.
www.cc-architects.com



Childress & Cunningham work closely with Cincinnati Hills Christian academy when designing the new master plan for their campus.

The master plan additions include new facilities for the performing arts, with band/orchestra rooms, rehearsal rooms, stage design area, and instrument storage. Also included in the program are new science classrooms, multi-purpose meeting rooms and general classrooms. A new maintenance facility for the entire campus rounds out the project.

Improvements were made to the elementary school, middle school, and high school bringing the entire campus up to the next level of performance desired by the school stakeholders.



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FIRE STATIONS



Childress & Cunningham, Inc.
www.cc-architects.com



Multi-disciplinary design teams led by Roger L. Kerlin AIA have designed several fire department facilities, either free-standing or co-located with other public services.

Sharonville, OH represented an opportunity to design two separate branch fire stations while Montgomery, OH desired a Public Safety Building. This facility includes a police department, mayor's court and EMS areas designed within a building blending with the residential neighborhood and having two front elevations.

Union Emergency Services Alliances in Union, KY is a free-standing structure that is sized to accommodate both EMS and fire departments. Franklin, OH represented an opportunity to renovate an existing fire department allowing it to be more efficient yet spacious.



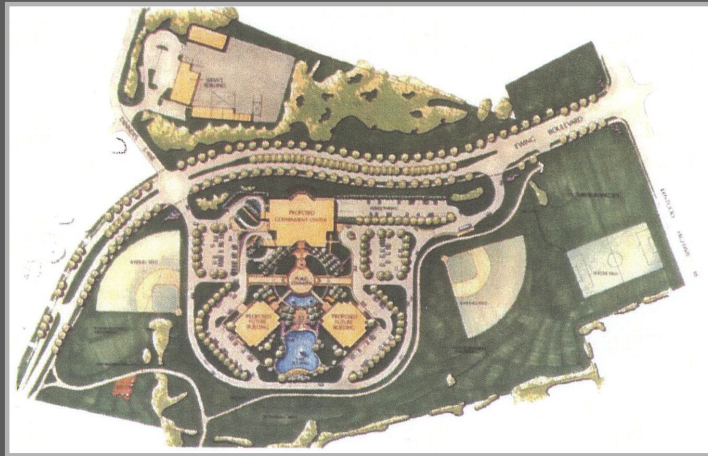
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FLORENCE GOVERNMENT CENTER CAMPUS



Florence Government Center is a 44 acre municipal campus in which Roger L. Kerlin, AIA led a multi-disciplinary design team in the master planning and design of three new facilities: the Government Center, Public Works Complex, and an Annex Building for satellite State Offices. The expandable Government Center includes Administration, Council Chambers, Police Department, Fitness Center and the Boone County 911 Center. The State Office Annex has two separate state agencies serving Northern Kentucky.



Tenured Project

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OWEN COUNTY

RURAL ELECTRIC COOPERATIVE CORPORATION



Childress & Cunningham, Inc.
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The Board of Directors for the Owen County RECC approached Roger L. Kerlin, AIA to lead a multi-disciplinary team to assist in site selection for the consolidation of services and a new corporate headquarters. After reviewing multiple locations, a final site was selected, a master plan created, and a new state-of-the-art facility was designed. The headquarters building combines customer conveniences, with the storage of service equipment, company vehicles, supplies, and materials. The design team diligently worked with local, county, and Board officials to arrive at a consensus based design program and then facilitated obtaining approvals and permits from all governing agencies.

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SPRINGDALE COMMUNITY CENTER EXPANSION



The City of Springdale, Ohio more than tripled the original size of the Community Center with a 49,000 sq. ft. addition designed by a multi-disciplinary team led by Roger L. Kerlin, AIA. The Community Center Addition is comprised of a 3,000 sq. ft. fitness center, an aerobic/dance studio, a computer/resource center, an indoor batting cage, and a 1/12 mile elevated running/walking track. Included in the \$6.5 million facility expansion was a successful bidding process, which produced over a \$1 million saving under the original \$7.5 million budget. Extensive locker room and separate pool locker room renovation / expansion was also part of the scope.

Tenured Project

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513-281-3500



Childress & Cunningham, Inc.
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SHARONVILLE COMMUNITY CENTER EXPANSION



The City of Sharonville, Ohio renovated the 14,000 sq. ft. original building with a major addition of 38,000 sq. ft. designed by a multi-disciplinary team led by Roger L. Kerlin, AIA. Included in the addition is a double gymnasium, a four-lane running/walking track, an aerobics dance and martial arts room, and a fitness center with cardiovascular and weight training equipment. Maintaining control of the center's activities was a key design criterion. This was achieved by positioning staff control areas at critical points to visually monitor activity. Providing durable, abuse-resistant finish materials and equipment was a second design criterion.



Tenured Project

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SHARON WOODS VISITOR CENTER



Sharon Centre is a \$4 million facility located at “the hub of the park” in Sharon Woods, one of the original parks in the Hamilton County Park District. The 24,000 s.f. facility was designed by a multi-disciplinary design team led by Roger L. Kerlin AIA, to bring the outdoors inside and set the stage for interactive displays and wildlife exhibits within a 19th century theme. While the exposed timber-frame structure maintains the theme, the use of glass at the entries provides views to the outdoor play structure, picnic areas, and Heritage Village. Sharon Centre includes an exhibit space focusing on the creation of Sharon Woods Gorge and the natural history of the area, a gift shop, office space, a large auditorium, classroom space for educational programs, and ranger’s station.

Tenured Project

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PUBLIC WORKS PROJECTS



Childress & Cunningham, Inc.
www.cc-architects.com



Southwestern Ohio and Northern Kentucky municipalities have in recent years selected multi-disciplinary design teams led by Roger L. Kerlin AIA to design Public Works facilities. These buildings assume various sizes and shapes and house a myriad of activities and equipment. Minor vehicle maintenance, storage of routine maintenance parts/products, fuel stations, road materials and vehicle storage are often found inside. If part of a city campus, then matching or complimentary exterior materials were used. Split-face masonry is the material of choice due to durability and low maintenance.

Tenured Projects

2355 Park Ave Cincinnati OH 45206 USA
513-281-3500

John D. Link
Mayor
mayorlink@edgewoodky.gov



Roger W. Rolfes
City Administrator
rwr@edgewoodky.gov

City of Edgewood

Est. 1948

385 Dudley Road, Edgewood, Kentucky 41017-2695

Phone 859.331.5910

www.edgewoodky.gov

Fax 859.331.5912

Mr. Larry D. Cunningham, AIA
Principal
Childress & Cunningham, Inc.
2355 Park Avenue
Cincinnati, Ohio 45206

Re: Edgewood City Building

January 28, 2011

Dear Larry:

The construction of the Edgewood City Building that houses Fire/ EMS, Police and the Administrative offices was truly the signature project in the entire history of the City of Edgewood. Once the actual construction began, it became obvious that we needed an owner's representative that was not only knowledgeable in building construction, but also had significant communication skills. We were looking for a resource that could assist us in answering the many questions that were referred to the building owner during the course of construction, as well as someone who could offer suggestions on materials and minor changes that would add to the efficiency of the facility without significant impact to cost.

In Childress & Cunningham, we found Alan Childress to be the unique individual we were looking for to assist us with this task. Mr. Childress proved to be both knowledgeable and timely with his recommendations, and a significant resource that added to the overall success of the project. He clearly looked out for our interest; offered helpful suggestions resulting from his inspections that pertained to materials, as well as identified items that needed correction during the construction process.

Based on our very enjoyable experience, I would highly recommend the Childress and Cunningham Architectural firm to anyone looking for a quality owner's representative.

If you have any questions, feel free to contact me.

Sincerely,

Roger W. Rolfes

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO SIGN PROPOSAL TO TRANE FOR IMPROVEMENTS TO THE
BUILDING LOCATED AT 10 NORTH HIGH STREET, AND AUTHORIZING THE
MAYOR AND FISCAL OFFICER TO SIGN ANY DOCUMENTS FOR THE SAID
IMPROVEMENT PROJECT**

WHEREAS, in 2002, the Kings Local School District transferred the property commonly known as the South Lebanon Elementary School to the Village of South Lebanon, as recorded in Volume 2662 Page 411 of the Office Records of Warren County; and,

WHEREAS, the Village Council now desires to utilize the two-story building along High Street for municipal purposes; and,

WHEREAS, Village staff has solicited a proposal from Trane for mechanical and electrical improvements per State of Ohio Term Schedule 800295; and,

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

Section 1. Approve and authorize the Mayor and Fiscal Officer to sign the proposal, as attached and made a part hereof, submitted by Trane in the amount of \$584,026.00 for mechanical and electrical improvements to the building located at 10 North High Street.

Section 2. Authorize the Mayor and Fiscal Officer to sign any other documents required for the execution of said proposal.

Section 3. That the Council is acting in its administrative capacity in passing 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 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 ____ 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: _____



Ohio State Term Schedule PROPOSAL

CONTRACT NUMBER: 800295

Customer: Village of South Lebanon
99 North High Street
South Lebanon, OH 45065
Attn: Mr. Jerry Haddix

Date: July 14, 2016

Job Name: SLE HVAC/Electrical Retrofit

Terms of Delivery: FOB Destination
Full Freight Allowed

Terms of Payment: Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with Trane's Ohio STS and GSA Federal Supply Schedule contract, GS-07F-0248K, (<http://www.gsaweblink.com/trane/>) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the Ohio STS and FSS contract, the Ohio STS contract terms and conditions shall govern and take precedence. All applicable taxes will be added unless Trane is provided with the appropriate tax exemption certificates. This proposal is valid for 30 days and will expire after that date if an order is not placed.

Design Intent

- The intent of this project is to install a zoned rooftop (RTU) HVAC system to the existing South Lebanon Elementary Building (SLE). The system will be zoned utilizing different sized rooftop units. HVAC controls will be installed and will have remote capability. The electrical system will be upgraded for the entire building and the Community Center will be separated from the service to SLE.

Mechanical Renovation Scope of Work

- Provide and install reinforcement at all concrete floor and roof openings for ductwork as required by the structural engineer.
- Install (7) Trane provided rooftop curbs and units on the roof. Cut and patch roof as required to maintain existing warranty.
- Provide and install gas piping from existing meter to new rooftop units. Provide all required shut off valves, gas cocks, drip legs and regulators as required for fully functioning and code compliant installation. Gas piping to be black steel; material and sizing in compliance with local gas codes.
- Support and paint gas piping.
- Provide future valve in gas piping for domestic water heater.
- Route condensate drain line to nearest roof drain.
- Provide flexible connection from rooftop units to ductwork.
- Install all galvanized sheet metal and flexible ductwork in accordance with SMANCA "HVAC Duct Construction Standards". All supply and return air to be ducted.
- Insulate all supply ductwork with fiberglass insulation in compliance with all local building and energy codes.
- Install all supply diffusers and return grilles. Temporarily suspend diffusers and grilles until new ceiling and light fixtures are installed as required. Exposed duct is acceptable in the conditioned spaces. Corridor duct and vertical runs will be concealed.
- Cut all wall and floor penetrations as required for duct installation. Provide all required lintels, fire dampers and supports. Patch all wall and floor penetrations using fire stop if required.
- Provide and install required DUCT smoke detectors per applicable codes.
- Provide and Install Annunciators for Duct Detectors.
- Provide NEBB certified air balancing for the project.



Clarification Notes:

- Enclosures (Shafts) for vertical ductwork to be by others.
- Domestic water heater location to be determined.
- All Asbestos abatement is by others and not included in this scope.
- Fire Protection work is by others and not included in this scope.
- Ceiling work or wall repair is by others and not included in this scope.
- Existing boilers, pumps, piping and unit ventilators shall be abandon in place.

Electrical Renovation Scope of Work

Community Center Service Relocation/Replacement

- Demo existing service, panels and disconnect feed coming from existing SLE building.
- Install new single phase service in existing electric room.
- Install new panels and connect existing circuits to new panels.
- Find existing underground conduits going to existing SLE building, expose conduits and redirect to new utility pole for connection.
- This scope / pricing is based on being able to reuse existing underground conduit and wiring from interception point back to community building.

South Lebanon Elementary:

- Demo existing service and panels.
- Install new three phase service located in the electric room on the 1st floor.
- Install new panels in custodial closets on 1st and 2nd floor.
- Connect feeds from existing panels to new panels.
- Install new panel in electric room to serve existing utility equipment and new RTUs.
- Provide all power wiring and conduit from new panel to new RTUs.
- Install (4) electric unit heaters at stairway entrances, boiler room and janitor's closet. Provide all power wiring and conduit to new electric unit heaters.

Clarification Notes:

- Electrical feed upgrade from Duke will be paid by the owner as required (Approximately \$30,000, final cost will come from Duke and be the owner's responsibility).

Temperature Controls Scope of Work

Tracer SC Building Automation System

- Installation of a Trane Tracer SC Building Automation System.
- The SC panel will be able to reside on the customer provided LAN network with customer provided access to their network.
- Access to the site database will be via the Internet (Internet service provided by others). Static IP address will be provided by the owner.
- Provide graphic displays to present monitored data points and floor plan graphics.

DDC controls for (7) Rooftop Units

- Trane will run the communication wire to the factory provided BACnet controller on each RTU.
- Trane will mount and wire the space sensor for each RTU.
- Trane will setup monitoring of the RTU's on the Tracer SC system.



Scope Clarifications:

- Village of South Lebanon must sign the attached STEC-CC form for Trane's files for tax exemption.
- Hazardous Material identification, abatement and/or removal are excluded from this scope of work. We are not anticipating any issues but they do arise.
- Performance Bond or other types of Bonds are **NOT** included in this proposal.
 - A Performance Bond on the mechanical contractor and electrical contractor is included.
- Permits, engineering, stamped drawings and inspections are included in this proposal as required only.
- Prevailing wages are included.
- Safety as required by Trane's Subcontractor EHS safety rules but not limited to OSHA standards is required for all subcontractors on site.
- Daily and final clean-up as required is included.
- The existing gas service is adequate size for reconnection for new units. No meter upgrade is budgeted.
- Subcontractor and owner jobsite meetings as required is included during the construction period.
- The above pricing does **NOT** include sales tax.
- Any service not listed is **NOT** included.
- Trane bills monthly based on a percentage of job completion.
- This proposal is valid for 30 days from the proposal date.
- Our scope provides a 1 year parts and labor warranty on the provided equipment.
- Installation and removal will occur during normal working hours Monday through Friday.

Pricing

OAKS Category ID:

77121500 - Air pollution

HVAC Systems including parts, accessories and installation services

Open Market Items: BACnet Cards, Digital Display Zone Sensors, Smoke Detectors, Labor and Part Warranties, Hail Guards, 208V

Lump Sum Pricing for the Entire Project: \$ 584,026.00

We appreciate the opportunity and look forward to working with you on this important project. Please contact us if you have any questions or concerns.

Bob Walters
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Bob Haun
Solutions Account Manager
Cell: (513) 518-2361
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ACCEPTANCE

We hereby accept the foregoing proposal on the State of Ohio State Term Schedule terms and conditions.

COMPANY _____
PURCHASE ORDER _____
DATE _____

BY _____
Type or Print _____
TITLE _____