

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**DECEMBER 1, 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:

4. Floor open to the public:

5. New Business:

Emergency Resolution 2016-40 authorizing Mayor to submit a revised application to the Ohio Public Works Commission

Emergency Resolution 2016-41 amending agreement with the Warren County Transportation Improvement District

Emergency Resolution 2016-42 approving and authorizing the Community Development Block Grant application

Emergency Resolution 2016-43 authorizing Choice One Engineering Agreement for Woodknoll Section 4

Emergency Resolution 2016-44 authorizing the consent agreement for the amendment of the declaration for Stonelake at River's Bend

Authorization of Lift Station Pump Repair

Authorization of Invoices

Authorization of Financial Reports

6. Old Business:

7. Executive Session

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:** November 30, 2016  
**Subject:** Revised OPWC Application

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I was recently notified by Neil Tunison, Warren County Engineer, the Ohio Public Works Commission District 10 Integrating Committee formally recommended changing our loan application of \$707,058 for the 48/Mason-Morrow-Millgrove Road Project into a grant of \$628,320.

Attached is a revised application showing the change in the budget and grant amount.

If you have any questions, please contact me.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-40**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A REVISED  
APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION  
STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION  
IMPROVEMENT PROGRAM(S), AND DECLARING AN EMERGENCY**

**WHEREAS**, per Resolution No. 2016-20, the Village submitted an application to the Ohio Public Works Commission (OPWC) for a loan in the amount \$705,058 to assist in the construction of the State Route 48/Mason-Morrow-Millgrove Road Intersection Project; and,

**WHEREAS**, OPWC District 10 has subsequently recommended to approve grant funding in the amount of \$628,320 in lieu of loan funding for said project, and

**WHEREAS**, immediate action is required to submit the revised application to OPWC District 10 for review and processing in a timely manner, 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 to submit a revised application, attached hereto, to the OPWC for funds as described above.

**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 1st day of December, 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: 12/1/2016



State of Ohio  
**Public Works Commission**  
*Application for Financial Assistance*

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: Village of South Lebanon Subdivision Code: 165-73446  
District Number: 10 County: Warren Date: 12/01/2016  
Contact: Jerry Haddix, Village Administrator Phone: (513) 494-2296  
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)  
Email: jhaddix@southlebanonohio.org FAX: (513) 494-1656

Project

Project Name: State Route 48/Mason-Morrow-Millgrove Road Project Zip Code: 45065

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
<input type="checkbox"/> 1. County	<input checked="" type="checkbox"/> 1. Road	Total Project Cost: <u>2,992,000 .00</u>
<input type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>0 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>0 .00</u>
<input checked="" type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>0 .00</u>
	<input type="checkbox"/> 6. Stormwater	

**District Recommendation** (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)		
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

**For OPWC Use Only**

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

## 1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

### 1.1 Project Estimated Costs

#### Engineering Services

Preliminary Design:	_____	.00	
Final Design:	_____	.00	
Construction Administration:	<u>272,000</u>	.00	
Total Engineering Services:	a.) <u>272,000</u>	.00	<u>10</u> %
Right of Way:	b.) _____	.00	
Construction:	c.) <u>2,720,000</u>	.00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	.00	<u>0</u> %
Total Estimated Costs:	g.) <u>2,992,000</u>	.00	

### 1.2 Project Financial Resources

#### Local Resources

Local In-Kind or Force Account:	a.) _____	.00	
Local Revenues:	b.) <u>59,840</u>	.00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: <u>94494</u>	d.) <u>2,303,840</u>	.00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____	.00	
Subtotal Local Resources:	i.) <u>2,363,680</u>	.00	<u>79</u> %

#### OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) <u>628,320</u>	.00	
Loan: <u>0</u> % of OPWC Funds	k.) _____	.00	
Loan Assistance / Credit Enhancement:	l.) <u>0</u>	.00	
Subtotal OPWC Funds:	m.) <u>628,320</u>	.00	<u>21</u> %
Total Financial Resources:	n.) <u>2,992,000</u>	.00	<u>100</u> %

## 1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

## 2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>1,855,000</u> .00	<u>62</u> %
2.2 Total Portion of Project New / Expansion:	<u>1,137,000</u> .00	<u>38</u> %
2.3 Total Project:	<u>0</u> .00	<u>100</u> %

A Farmland  
Preservation letter is  
required for any  
impact to farmland

## 3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>07/22/2013</u>	End Date: <u>08/15/2016</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/01/2017</u>	End Date: <u>07/31/2017</u>
3.3 Construction	Begin Date: <u>08/01/2017</u>	End Date: <u>08/01/2018</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

## 4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

### 4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 28 Years      Age: \_\_\_\_\_ (Year built or year of last major improvement)

*Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.*

### 4.2 User Information

Road or Bridge:      Current ADT 25,320      Year 2015      Projected ADT 35,310      Year 2018

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate      Current \$ \_\_\_\_\_      Proposed \$ \_\_\_\_\_

Number of households served: \_\_\_\_\_

Residential Wastewater Rate      Current \$ \_\_\_\_\_      Proposed \$ \_\_\_\_\_

Number of households served: \_\_\_\_\_

Stormwater: Number of households served: \_\_\_\_\_

## 4.3 Project Description

- A: **SPECIFIC LOCATION** (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

The project is improving the intersection of State Route 48 and Mason-Morrow-Millgrove Road in the Village of South Lebanon. From the center of the intersection, the project will extend 1) 1,427 l.f. north on S.R. 48; 2) 1,308 l.f. south on S.R. 48; 3) 1,014 l.f. east on Mason-Morrow-Millgrove Road; and 4) 896 l.f. west on Mason-Morrow-Millgrove Road. Attached is a schematic plan that identifies the limits of the project.

- B: **PROJECT COMPONENTS** (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

This project will include the complete reconstruction, as well as the construction of additional lanes at the intersection of State Route 48 and Mason-Morrow-Millgrove Road. Recent growth in the area has caused increased congestion at this intersection, as well as an increase in traffic accidents. The Project will include additional turn lanes along all four (4) points of the intersection, improved storm water drainage, new traffic signals and the addition of street lighting at the intersection.

The project design is complete and all necessary right-of-way has been acquired.

- C: **PHYSICAL DIMENSIONS** (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

The Project will work on 2,735 l.f. of State Route 48 and 1,910 l.f. of Mason-Morrow-Millgrove Road (see attached schematic plan). this will include roadway reconstruction and construction of additional lanes with associated storm water drainage and traffic control as listed in the attached engineer's estimate.



## 5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

### 5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: James D. Smith  
Title: Mayor  
Address: 99 N. High Street  
  
City: South Lebanon State: OH Zip: 45065  
Phone: (513) 494-2296  
FAX: (513) 494-1656  
E-Mail: jsmith@southlebanonohio.org

### 5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Sharon Louallen  
Title: Fiscal Officer  
Address: 99 N. high Street  
  
City: South Lebanon State: OH Zip: 45065  
Phone: (513) 494-2296  
FAX: (513) 494-1656  
E-Mail: slouallen@southlebanonohio.org

### 5.3 Project Manager

Name: Jerry Haddix  
Title: Village Administrator  
Address: 99 N. high Street  
  
City: South Lebanon State: OH Zip: 45065  
Phone: (513) 494-2296  
FAX: (513) 494-1656  
E-Mail: jhaddix@southlebanonohio.org

## 6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-IIIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☒ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

## 7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.**

James D. Smith, Mayor

\_\_\_\_\_  
Certifying Representative (Printed form, Type or Print Name and Title)

\_\_\_\_\_  
Original Signature / Date Signed



Village of South Lebanon  
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## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Sharon Louallen, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** November 29, 2016  
**Subject:** Amendment to Agreement with Warren County TID

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When the Village and the Warren County Transportation Improvement District (TID) entered into an Intergovernmental Agreement (IGA) in 2012 for the SR48/Mason-Morrow-Millgrove Project, it was agreed that the Village would be the contracting agency and the TID would be overseeing the project and recommending payment to contractors.

As you know, the Village secured a loan through the Ohio Public Works Commission (OPWC) for over \$700,000 for the Village's share for the project. In recent weeks, though, the OPWC District 10 Integrating Committee has recommended grant funding in the amount of \$628,320 in lieu of the loan for the project. The Village's local match for the grant would only be \$63,513.

In recent discussions with TID staff, it is staff's recommendation to amend the IGA. Per the attached amendment, the TID be responsible for the bidding, contracting and overall contract management. In return, the Village would send the TID the Village's share (\$63,513) by December 20, 2016. Per our agreement with ODOT, the Village would still be responsible for any cost overruns.

Construction on the project is still expected to commence in mid-July, 2017.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-41**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL  
AGREEMENT WITH THE WARREN COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT FOR SERVICES RELATING TO THE  
CONSTRUCTION THE SOUTH LEBANON – SR 48 IMPROVEMENTS PROJECT  
(WAR 48-8.80), AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village Council adopted Resolution No. 2012-24, and has requested the Warren County Transportation Improvement District (TID) to administer, facilitate and manage, in coordination and collaboration with the Village, Warren County Engineer's Office (WCEO), ODOT and the Ohio- Kentucky-Indiana (OKI) Regional Council of Governments for the State Route 48 (SR48) Improvements Project (WAR 48-8.80) in the Village of South Lebanon, which includes a road widening from SR 48 and Corwin Nixon Boulevard south to the SR 48 overpass of the Turtle Creek; and,

**WHEREAS**, the Village Council adopted Resolution No. 2013-42 to enter into an Intergovernmental Agreement (IGA) with the TID which established the terms and obligations relating thereof; and,

**WHEREAS**, the Village and the TID desires to amend certain terms of said agreement; and

**WHEREAS**, immediate action is required to allow for the TID to take action at their next regular Board meeting, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute Amendment No. 1 to the IGA, a copy of which is attached hereto.

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

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 1<sup>st</sup> day of December, 2016.

Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer

\_\_\_\_\_  
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

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**By and Between**

**VILLAGE OF SOUTH LEBANON**

**And**

**THE WARREN COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

**Dated as of December 2nd, 2016**

## **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT 2013-03** (the “*AMENDMENT*”) is dated as of December 2, 2016 and amends certain provisions of the Intergovernmental Agreement 2013-03 by and between THE VILLAGE OF SOUTH LEBANON (the “Village”), a municipal corporation and political subdivision located in Warren County, Ohio, and pursuant to Ohio Revised Code (“ORC”) Chapter 715, and THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “TID”).

### Recitals:

A. The Council and the TID have heretofore entered into an Intergovernmental Agreement 2013-03, dated as of December 6, 2013 (the “*AGREEMENT*”).

B. The Council entered into the *AGREEMENT* to cooperate with the TID and ODOT in endeavors to facilitate the development and implementation of the *SR48 Improvement Project* as defined in Section 1.01 of the *AGREEMENT*.

C. The TID, in coordination with the Village and ODOT has now completed engineering, design and right of way acquisition and the SR48 Improvements Project is ready to proceed to construction.

D. The Village made application, in December, 2016, to the Ohio Public Works Commission and obtained additional funding in the amount of \$ 628,320 for construction (the “OPWC Funds”), which funding requires a local share funding commitment that the Village has indicated it will provide and deposit with the TID for this purpose in the amount of \$63,513 (the “Local Match Share Construction Funding”).

E. The TID further hereby agrees, contingent upon the Village depositing with the TID, on or before December 20, 2016, the Construction Local Match Share (as defined hereafter) to assume certain additional responsibilities to wit: the advertising, bidding, awarding and entering into an acceptable constructions services contract, as determined acceptable by the TID as the contracting party, with the lowest and best qualified bidder (the “Construction Services Contract”), in addition to administering and managing the work thereunder.

F. The TID has requested that certain amendments be made to the *AGREEMENT* to provide for the Village’s Local Match Share Construction Funding from the Village to the TID so as to provide the required local cost share required by the TID and necessary to fund the construction of the SR48 Improvements Project, which includes the costs the TID is incurring under the Construction Services Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations and agreements in this Amendment, the Council and the TID agree as follows:

**ARTICLE 1.  
DEFINITION; CONSTRUCTION**

**Section 1.1.** Unless otherwise defined herein, all words and phrases given a defined meaning in the AGREEMENT will have the same meaning in this Amendment.

**ARTICLE 2.  
AMENDMENTS**

**Section 2.1 Amendment of Section 1.01.** Section 1.01 of the AGREEMENT is hereby amended with the following revised defined terms in the definitions section, as follows:

*“Village’s Local Match Share Construction Funding”* means the Village’s commitment and explicit agreement to deposit with the TID, on or before December 20, 2016, the amount of \$63,513 required for funding the local match share which, in addition to the OPWC Funding obtained by the Village, is necessary to access the available Congestion Mitigation and Air Quality Improvement federal funds previously allocated to the Project in the amount of \$2,352,000 (“CMAQ Funding”) for the construction funding to complete the SR48 Improvement Project.

*“Project Funding”* means the total of funds allocated and/or available to fund the engineering, acquisition and construction of the SR48 Improvement Project including but not limited to CMAQ Funding; the OPWC Funds; the TID Funding through the ODOT Division of Jobs & Commerce; and any ODOT program funds.

**Section 2.2. Amendment of Section 2.02 (a).** Section 2.02 (a) of the AGREEMENT is hereby amended by adding the following revised section:

(a.) The TID explicitly agrees to act as Project Manager for the SR48 Improvements Project, in coordination and collaboration with the Village, as LPA and ODOT, and perform all related responsibilities as thereby required or appropriate, including, but not limited to, the management of consultant services and the related activities required to acquire the real property interests necessary for the SR48 Improvements Project’s right-of-way, up to but not including the filing of any appropriation proceedings that may be required unless otherwise agreed upon and provided for by further actions of the Parties, and the construction and construction engineering services required for the SR48 Improvements Project. Furthermore, the Village and the TID acknowledge and agree that:

- (i) The TID will, contingent upon deposit with the TID of the Village’s Local Match Share Construction Funding on or before December 20, 2016, advertise, bid and award a contract for construction services to a qualified bidder so as to construct the SR48 Improvements Project. Furthermore, the TID will apply the Village’s Local Match Share Construction Funding for the sole purpose of providing the required local share funding to access the available federal grant funding for the construction SR48 Improvements



Project. The Village's Local Match Share Construction Funding shall be deposited and maintained by the TID in such accounts, or with ODOT as appropriate per the LPA agreement, and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

- (ii) The Village's Local Match Share Construction Funding constitutes an explicit commitment of Cost Funding by the Village, in the amount of \$63,513.00 for the SR48 Improvements Project; (2) that the TID is relying upon the Village's Local Match Share Construction Funding commitment to facilitate the construction of the SR48 Improvements Project, and for application of Project Funding to Project construction costs, and will utilize the Project Funding solely to pay for required and appropriate costs to construct the SR48 Improvements Project and expenses directly related thereto, in coordination and on behalf of the LPA (which is the Village), ORC Sections 5540.02 (C) and (D) and other related provisions of Chapter 5540 and applicable law.
- (iii) As the LPA, the Village is responsible, per the terms of the LPA agreement it entered into with ODOT, for SR 48 Improvements Project cost overruns above the currently available Project Funding, if there would be any, and funds for such cost overruns shall be provided to the TID within sixty (60) days of written notice advising of same.
- (iv) Upon completion and close out of the Construction Services Contract any remaining funds from the Village's Local Match Share Construction Funding shall be returned by the TID to the Village within sixty (60) days of such close out.

### **ARTICLE 3. MISCELLANEOUS**

**Section 3.1. Effect of Amendment.** This Amendment (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) sets forth the entire understanding of the parties hereto with respect to the transactions described herein. Other than the changes made to the AGREEMENT pursuant to this Amendment, the AGREEMENT remains unchanged and in full force and effect. This Amendment shall be and become effective as of December 2, 2016.

**Section 3.2. Binding Effect.** This Amendment and the terms, covenants and conditions hereof shall be binding upon and benefit to the parties hereof and, subject to the prohibitions on assignment set forth in the AGREEMENT, as amended, to their respective administrators, successors and assigns.

**Section 3.3. Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts. The parties hereto further agree that facsimile signatures by the parties hereto shall be binding to the same extent as original signatures.

**IN WITNESS WHEREOF,** this Amendment has been duly executed and delivered in the name of and on behalf of the TID and the Village, by their duly authorized officers, and by all as of the date first written.

**VILLAGE:**

**THE VILLAGE OF SOUTH  
LEBANON,  
WARREN COUNTY, OHIO**

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

By: \_\_\_\_\_  
Fiscal Officer

Approved as to form:

\_\_\_\_\_  
Paul R. Revelson  
Village Solicitor

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

**TID:**

**THE WARREN COUNTY  
TRANSPORTATION  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Secretary-Treasurer

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, the Fiscal Officer of the Village of South Lebanon, Warren County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Village of South Lebanon for the year 2016 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the Village of South Lebanon or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer of the Village of South Lebanon covenants that any requirement herein of an expenditure of the Village money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated: \_\_\_\_\_, 2016 \_\_\_\_\_

\_\_\_\_\_, Fiscal Officer  
Village of South Lebanon, Ohio







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  
**From:** Jerry Haddix, Village Administrator  
**Date:** November 30, 2016  
**Subject:** CDBG Application

---

Attached is the resolution for the FY2017 CDBG application. The proposed project includes repaving, storm sewer and sidewalks on Lebanon Road from Pike Street to Corwin Nixon Blvd. Attached is the cost estimate from Choice One Engineering. The total estimated cost of the project is **\$228,369**. The proposed budget is as follows:

CDBG funds	\$200,000
Village funds	<u>\$28,369</u>
<b>TOTAL</b>	<b>\$228,369</b>

The application is due January 4, 2017 to the County.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-42**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A FISCAL YEAR 2017 (FY2017) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION AND FURTHER AUTHORIZING THE VILLAGE ADMINISTRATOR TO PROCESS THE APPLICATION WITHOUT DELAY TO THE WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, the deadline for FY2017 CDBG applications to be delivered to the Warren County Office of Grants Administration is January 4, 2017; and,

**WHEREAS**, the Village desires to apply for the said FY2017 CDBG for the rehabilitation of Lebanon Road [extending from Pike Street to Corwin Nixon Boulevard]; and,

**WHEREAS**, the estimated cost of each Project is as follows:

Project	Village Engineer's Cost Estimate
Lebanon Road Improvements	\$228,369

**WHEREAS**, immediate action is required for the Village to timely submit a FY2017 CDBG application which is due no later than Wednesday, January 4, 2017, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute a FY2017 CDBG application for said Project, a copy of which is attached hereto.

**Section 2.** That the Village Administrator shall process the executed Application to the Warren County Office of Grants Administration without further delay.

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

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

**Section 5.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; 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 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 1<sup>st</sup> day of December, 2016.

Attest: \_\_\_\_\_  
Sharon Louallen, Fiscal Officer/Clerk    Lionel Harold Lawhorn, 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\_\_

**Lebanon Road Improvements  
Village of South Lebanon  
Preliminary Construction Estimate**

November 28, 2016

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST
201	CLEARING AND GRUBBING	LUMP	1	\$3,000.00	\$3,000.00
202	REMOVALS	LUMP	1	\$4,000.00	\$4,000.00
202	CURB REMOVED	FT.	200	\$5.00	\$1,000.00
253	2% FULL-DEPTH PAVEMENT REPAIR CONTINGENCY	S.Y.	85	\$120.00	\$10,200.00
254	2" PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	800	\$5.00	\$4,000.00
304	AGGREGATE BASE (UNDER SIDEWALK AND DRIVES)	C.Y.	65	\$50.00	\$3,250.00
407	TACK COAT @ 0.075 GAL/SY	GAL.	330	\$5.00	\$1,650.00
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448) PG64-22	C.Y.	230	\$200.00	\$46,000.00
452	6" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	140	\$70.00	\$9,800.00
606	GUARDRAIL	FT.	75	\$20.00	\$1,500.00
608	CURB RAMPS	S.F.	500	\$15.00	\$7,500.00
608	4" CONCRETE WALK	S.F.	4000	\$7.00	\$28,000.00
609	TYPE 6 BARRIER CURB	FT.	500	\$25.00	\$12,500.00
611	TYPE 2-2B CATCH BASIN	EACH	3	\$2,000.00	\$6,000.00
611	15" STORM SEWER	FT.	600	\$70.00	\$42,000.00
630	SIGNAGE	LUMP	1	\$1,000.00	\$1,000.00
638	FIRE HYDRANT EXTENDED AND ADJUSTED TO GRADE	EACH	2	\$800.00	\$1,600.00
644	EDGE LINE	MILE	0.27	\$3,000.00	\$810.00
644	CENTER LINE	MILE	0.54	\$3,000.00	\$1,620.00
659	SEEDING AND MULCHING	S.Y.	1600	\$3.00	\$4,800.00
832	EROSION CONTROL	EACH	2000	\$1.00	\$2,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$192,230.00</b>
<b>10% CONTINGENCY</b>					<b>\$19,223.00</b>
<b>SURVEYING/ENGINEERING/CONSTRUCTION ADMINISTRATION</b>					<b>\$16,916.00</b>
<b>PROJECT GRAND TOTAL</b>					<b>\$228,369.00</b>



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

*Nich Selhorst*

11-28-16

Nicholas J. Selhorst, P.E.

Date





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

**From:** Jerry Haddix, Village Administrator

**Date:** November 30, 2016

**Subject:** Choice One Engineering Agreement for Woodknoll Section 4

---

Attached is an agreement for inspection services for Woodknoll Section 4 construction. Choice One has been involved with development for the last three (3) years, so it would be logical for them to continue in the construction phase.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-43**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR  
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES  
FOR THE CONSTRUCTION PHASE OF WOODKNOLL SECTION 4  
SUBDIVISION, AND DECLARING AN EMERGENCY**

**WHEREAS**, Choice One Engineering provided plan review services for the Village for the Woodknoll Section 4 residential development; and,

**WHEREAS**, the developer is in the process of completing the requirements to begin the installation of utilities and public improvements; and,

**WHEREAS**, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

**WHEREAS**, immediate action is required to assure construction inspection can be completed in a timely manner, 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 for required inspection services for the construction phase of Woodknoll Section 4 Subdivision for a not to exceed amount of \$8,500.00.

**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 December, 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") relative to construction observation for the Woodknoll Section 4 development, 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.

### **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 \$8,500.00** 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.

- 5.1.2 For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

## **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: \_\_\_\_\_

# Scope of Services

## Project Snapshot

Choice One intends to provide construction observation and administration services for the soon to be built Section 4 of Woodknoll Subdivision off of Sunset Drive and Mary Lane.

## Project Details

- Woodknoll Section 4 (a 13 lot subdivision), is about to be installed in the Village of South Lebanon.
- This project includes grading, storm, sanitary, water main, and other utility work, in addition to concrete and paving work.
- Choice One's attached hourly rates will be utilized for this project. Should the initial budget be exceeded because the work takes longer than anticipated, Choice One will notify the Village.
- Choice One will perform construction observation services approximately 3 hours a day for six weeks, but no schedule has been given to Choice One as to the exact length the developer's contractor will be working.
- Construction is planned for Winter 2017 and Spring 2017.
- The developer still needs to submit their final plat for the creation of the Phase 4 lots. Choice One will review the plat to ensure compliance with Village subdivision regulations.
- Additional plan reviews for sections 3 and 5 will be done through the Village's general agreement with Choice One.
- A punch list walkthrough with the contractor, developer, Choice One, and Village is included in the scope of this agreement.

## Project Services

### 1. Construction Observation and Administration

- a. Part time field construction observation including:
  - i. View Contractor's work to ensure it conforms to the construction plans and specifications. Construction Observation will be performed approximately three hours a day for six weeks.
  - ii. Maintain orderly files for correspondence, daily reports, and work change directives.
  - iii. Negotiate all design changes in the field with the Contractor and Village.
  - iv. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - v. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Review Final Plat to ensure it conforms to Village standards and write comment letter to Developer and Village.

## 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. Record Drawings

## Client Responsibilities

- Provide property and/or right-of-way information, if available.
- Provide timely decisions to keep work on schedule.

# Compensation & Schedule

## Compensation

Hourly Not to Exceed Fee Schedule	
Construction Observation and Administration	\$8,500.00
<hr/>	
Total	\$8,500.00
<hr/>	

## Schedule

Choice One will be ready for the construction observation as soon as a signed agreement is returned and Siteworx begins work.

# 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.



**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2016-44**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONSENT  
AGREEMENT FOR THE AMENDMENT OF THE ROADWAY DECLARATION FOR  
STONELAKE AT RIVER'S BEND**

**WHEREAS**, Lifestyle Communities by Miller Valentine at Stonelake, LLC executed a Declaration of Easement for Ingress and Egress ("Declaration") on November 30, 2007, which is recorded in OR Volume 4592 Page 377, Warren County, Ohio Recorder's Office; and

**WHEREAS**, Section 10 of the Declaration states:

Declarant agrees that, as part of approval of the PUD, that the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets converted to public streets or otherwise dedicated to the Village. Upon transfer of the Roadway to the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village. This restriction shall remain in effect for so long as this Declaration is in place and shall be binding upon Declarant, the Association, and their respective successors, assigns and designees[;]

**WHEREAS**, Section 18 of the Declaration states

No part of this Declaration may be amended or terminated without the prior written consent of the owner(s) of the Roadway and the Village[;]

**WHEREAS**, the Stonelake at River's Bend Homeowner's Association, Inc., executed an amendment to the Declaration ("Amendment"), a copy of which is attached hereto as Exhibit A. Section 4 of the Amendment permits the roadway as defined in the Declaration to be converted to public streets or otherwise dedicated to the Village.

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

**Section 1.** That the Mayor is authorized to execute the consent agreement attached hereto as Exhibit B, thereby consenting to the amendment of the Declaration as stated in Exhibit A.

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

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

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

Adopted this    day of                      , 2016.

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

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

# Exhibit A

## **THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION ("Third Amendment") is made this 18 day of October, 2016, by the Owners of the Stonelake at River's Bend Homeowners' Association, Inc. ("Association") an Ohio non-profit corporation.

### RECITALS

- A. The properties mentioned and listed in the Legal Description attached hereto and incorporated by reference herein as **Exhibit A** (collectively the "Subdivision") are subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14th, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- B. The Declaration was subsequently amended by the First Amendment to Declaration, recorded April 15, 2011 at the Warren County Official Record Volume Vol. 5302, Page 608, et seq.
- C. The Declaration was subsequently amended by the Second Amendment to Declaration, recorded August 3, 2011 at the Warren County Official Record Volume Vol. 5355, Page 527, et seq.
- D. The Association, as successor to the Declarant, is also party to that certain Declaration of Easement for Ingress and Egress recorded December 14, 2007 at the Warren County Official Record Volume Vol. 4592, Page 377, et seq. (hereinafter "Roadway Declaration"), which relates to the existing roadway as described in the Legal Description attached hereto and incorporated herein by reference as **Exhibit B** (the "Existing Roadway").

- E. The Association now desires to amend the Declaration and the Roadway Declaration, in accordance with the terms and conditions set forth below.

### **AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this Third Amendment, as though restated and set forth verbatim in this Section.

2. **Authority to Amend.** Pursuant to Section 16.2 of the Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision have the authority to amend the Declaration; and pursuant to Section 16.2 of the Declaration and Section 18 of the Roadway Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision, with the written consent of the Village of South Lebanon, Ohio ("Village") have the authority to amend the Roadway Declaration.

3. **Amendment to Declaration by Removal of Private Roadway as part of Common Area:**

All references in the Declaration, Code of Regulations, and any other governing document of the Association, including, but not limited to, the definition of Common Areas found in Article 9, Section 9.1 of the Declaration, are hereby amended so as to remove the Existing Roadway also known in the Declaration as the Private Roadway (the street and land more particularly described on **Exhibit B** attached hereto and incorporated herein), from being included in the Common Areas or Common Elements of the Association. To the extent the Declaration, Code of Regulations, any Amendments, and any drawings of the Association contain any reference to the Existing Roadway as being part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Declaration, Code of Regulations, Amendments, or drawings are made hereby.

4. **Amendment to Roadway Declaration.** The Roadway Declaration is hereby amended as follows:

- (i.) Section 10 of the Roadway Declaration is hereby eliminated and replaced with the following:

10. **RESTRICTION ON DEDICATION OF ROADWAY.** Declarant agrees that, as part of the approval of the PUD, the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets

converted to public streets or otherwise dedicated to the Village. Upon transfer of the Roadway the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village unless the Association both amends its Declaration to do so, with the approval of sixty-seven percent (67%) of its Owners in accordance with Section 16.2 of the Declaration and obtains written consent of the Village for such action, in accordance with Section 18 of the Roadway Declaration.

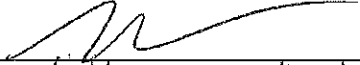
- (ii.) The Association hereby amends the Roadway Declaration to allow for the Existing Roadway to be converted to public streets or otherwise dedicated to the Village. To the extent the Roadway Declaration of the Association contains any other reference limiting or prohibiting the Existing Roadway from being removed as part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Roadway Declaration are made hereby.

5. **Certification of Homeowners' Association.** Pursuant to Article 16.2 of the Declaration, the President of the Stonelake at River's Bend Homeowners' Association, Inc. (the "Association"), by signing below, hereby certifies and attests to the fact that at least 67% of the Owners within the Subdivision have voted affirmatively to approve this Third Amendment, and that the Village of South Lebanon Ohio has provided the requisite written consent required by Section 18 of the Roadway Declaration, as reflected below.

[This portion intentionally left blank]  
[Signature Page to follow immediately after]

IN WITNESS WHEREOF, the Association has caused this Third Amendment to be executed effective as of the date first written above.

**STONELAKE AT RIVER'S BEND  
HOMEOWNERS' ASSOCIATION, INC.**  
An Ohio non-profit corporation

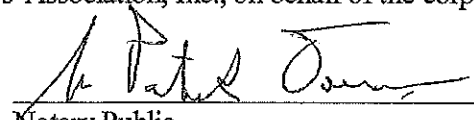
  
By: Katherine Meshesha  
Board President  
Date: 19 Oct 2016

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF WARREN         )

**BE IT REMEMBERED**, that the foregoing instrument was signed and acknowledged before me, a notary public in and for said state, this 18<sup>th</sup> day of October, 2016, by Katherine Meshesha, the President of the Board of Stonelake at River's Bend Homeowners' Association, Inc., on behalf of the corporation.



SEAN PATRICK DONOVAN  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

  
Notary Public  
My Commission Expires: N/A

This Instrument Prepared without benefit of Title Examination By:

Sean P. Donovan, Esq.  
Stagnaro, Saba & Patterson Co., LPA  
2623 Erie Avenue  
Cincinnati, Ohio 45208

Exhibit A  
Legal Description  
Of Property

Situated in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots numbered 1 through 60, 61 O/S, 62 O/S, 63 O/S, 64 O/S, 65 ~~G/A~~ and Open Space ~~lot~~ as shown in the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 and 39, Warren County, Ohio records. *J. W. R.*

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
1	12-01-477-008	33	12-01-477-040
2	12-01-477-009	34	12-01-477-041
3	12-01-477-010	35	12-01-477-042
4	12-01-477-011	36	12-01-477-043
5	12-01-477-012	37	12-01-477-044
6	12-01-477-013	38	12-01-477-045
7	12-01-477-014	39	12-01-477-046
8	12-01-477-015	40	12-01-477-047
9	12-01-477-016	41	12-01-477-048
10	12-01-477-017	42	12-01-477-049
11	12-01-477-018	43	12-01-477-050
12	12-01-477-019	44	12-01-477-051
13	12-01-477-020	45	12-01-477-052
14	12-01-477-021	46	12-01-477-053
15	12-01-477-022	47	12-01-477-054
16	12-01-477-023	48	12-01-477-055
17	12-01-477-024	49	12-01-477-056
18	12-01-477-025	50	12-01-477-057
19	12-01-477-026	51	12-01-477-058
20	12-01-477-027	52	12-01-477-059
21	12-01-477-028	53	12-01-477-060
22	12-01-477-029	54	12-01-477-061
23	12-01-477-030	55	12-01-477-062
24	12-01-477-031	56	12-01-477-063
25	12-01-477-032	57	12-01-477-064
26	12-01-477-033	58	12-01-477-065
27	12-01-477-034	59	12-01-477-066
28	12-01-477-035	60	12-01-477-067
29	12-01-477-036	61 O/S	12-01-477-068
30	12-01-477-037	62 O/S	12-01-477-069
31	12-01-477-038	63 O/S	12-01-477-070
32	12-01-477-039	64 O/S	12-01-477-071
		65 <del>G/A</del> O/S	12-01-477-072

(BF)

For ALL



EXHIBIT B

Legal Description of the Property

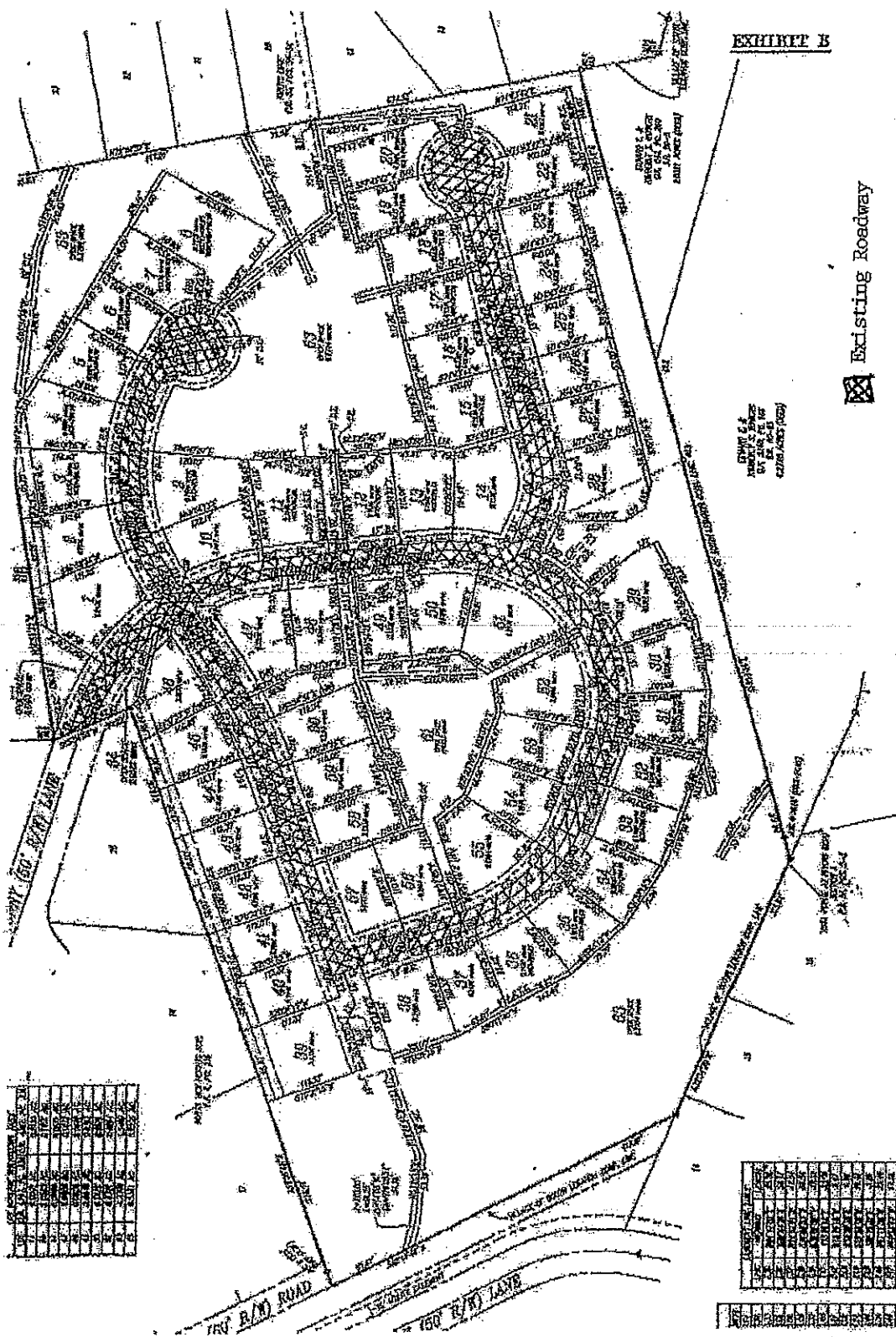
Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lot 65 an Open Space Lot, as shown on the Record Plat for Stone Lake recorded in Plat Book 78, Pages 56-139, Warren County, Ohio records.

Open Space Lot

Lot 65

12-01-477-072

*Easement Only*



**EXHIBIT B**

Existing Roadway

1. EXISTING ROADWAY  
2. EXISTING SIDEWALK  
3. EXISTING CURB  
4. EXISTING DRIVE  
5. EXISTING ALLEY  
6. EXISTING EASEMENT  
7. EXISTING RIGHT-OF-WAY  
8. EXISTING UTILITY  
9. EXISTING FENCE  
10. EXISTING BUILDING  
11. EXISTING LOT  
12. EXISTING CORNER  
13. EXISTING INTERSECTION  
14. EXISTING JUNCTION  
15. EXISTING BRIDGE  
16. EXISTING TUNNEL  
17. EXISTING OVERPASS  
18. EXISTING UNDERPASS  
19. EXISTING RAMP  
20. EXISTING ON-RAMP  
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GRAPHIC SCALE



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91	92	93	94	95	96	97	98	99	100

**Exhibit B**

**WRITTEN CONSENT AND ACKNOWLEDGEMENT**

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF WARREN         )

The Village of South Lebanon, Ohio, an Ohio municipal corporation, hereby acknowledges the terms of the above Third Amendment and hereby provides written consent, pursuant to Section 18 of the Roadway Declaration of Easement for Ingress and Egress recorded December 14, 2007 at the Warren County Official Record Volume Vol. 4592, Page 377, et seq., to the Stonelake at River's Bend Homeowners' Association, Inc. to the amendment of the Declaration. By consenting to the Third Amendment, the Village does not warrant that it approves or otherwise authorizes the dedication or conversion of the streets contained in the attached legal description to public streets. The Village of South Lebanon, Ohio hereby acknowledges and certifies that the person signing below is an officer of the Village authorized to take this action, and that the Village of South Lebanon, Ohio has taken and passed all requisite and necessary votes for the approval of this action.

**VILLAGE OF  
SOUTH LEBANON, OHIO**  
An Ohio municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**BE IT REMEMBERED**, that the foregoing instrument was signed and acknowledged before me, a notary public in and for said state, this \_\_\_\_ day of November, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the Village of South Lebanon, Ohio, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



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

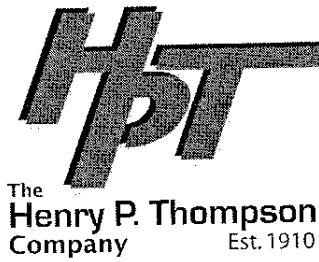
**To:** Mayor & Village Council  
**CC:** Sharon Louallen, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** November 30, 2016  
**Subject:** Lift Station Pump Repair

---

As a result of the yearly maintenance performed by the Henry P. Thompson Co. (HPT), two (2) of the pumps at the Zoar Road lift station need rebuilt per the attached quote. Per Tony Ledford, the cost of a new pump is over \$20,000 each and he also recommends this work.

I am recommending a motion to authorize HPT to do the work per the attached quote not to exceed \$18,100.

Let me know if you have any questions.



## Quotation

November 15, 2016  
Tony Ledford  
Village of S. Lebanon  
Phone: 513-678-3609  
Email: tledford@southlebanonohio.org

### Quote Zoar Rd Repair

We are pleased to provide the following quote for the below listed equipment:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	2	Parts and labor to completely rebuild the wet end on both Flygt Submersible Pumps at the Zoar Rd LS. Parts include Both impeller and wear plates and all hardware needed.		
2	1	Total Parts and Labor		\$18,100.00

Thank you for the opportunity to offer our quotation. Please do not hesitate to contact us immediately if you should have any questions.

Sincerely,

Scott Myers  
The Henry P. Thompson Company



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  
**From:** Jerry Haddix, Village Administrator  
**Date:** November 30, 2016  
**Subject:** OML Legislative Action Letters

---

Attached is an email from the Ohio Municipal League Executive Director re: some issues at the State level that would affect the Village. I have included two letters to send to Ron Maag immediately. Additional letters can be sent to other representatives as well.

Let me know if you have any questions.

**Jerry Haddix**

---

**From:** Suzi Rubin <rubins@monroeohio.org>  
**Sent:** Wednesday, November 23, 2016 2:42 PM  
**To:** dougdrook@yahoo.com; rccougar2@gmail.com; chris@cityofspringboro.com; rjwink45@aol.com; Suzi Rubin; slewis@franklinohio.org; DEFLYER@yahoo.com; Ashley Chance; Jerry Haddix; wendy@22three.com; talm@cityofmiddletown.org; mfitzgerald@lovelandoh.com; Scallahan@carlisleoh.org; citycouncil@lebanonohio.gov; ehansen@masonoh.org; lori@cityofspringboro.com; Council; shimrock@fuse.net; berryspaeth@yahoo.com; ktaylor@masonoh.org; kgraves@lebanonohio.gov; abrown@carlisleoh.org; amys@cityofmiddletown.org; mcheshire@lovelandoh.com; debraschmahl@mainevilleoh.com; douga@cityofmiddletown.org  
**Subject:** Fwd: Regional Leaders: Please Share This Information With Your Members  
**Attachments:** Municipal Leaders\_AT&T Pole Attachment Opposition Letter.docx; SB 235\_Opposition Letter.docx; SB 27\_Opposition Letter.docx

Begin forwarded message:

**From:** "Kent Scarrett" <kscarrett@omlOhio.org>  
**Date:** November 22, 2016 at 1:48:59 PM EST

**Subject: Regional Leaders: Please Share This Information With Your Members**

Good afternoon.

In an effort to provide greater coordination and communication with the members of the OML and our regional partners, I want to share with you a "Call to Action" request we are sending to our members.

Please share this information with your organizations members, so that we can raise awareness and work together to effect change on these issues confronting municipalities in the lame duck session.

Thank you!

-KMS

To: Municipal Regional Leadership  
From: Kent Scarrett, OML Executive Director  
Date: November 22, 2016  
RE:

**CALL TO ACTION: AT&T PURSUING LEGISLATION THAT TRAMPLES  
MUNICIPAL RIGHTS;  
URGENT CALLS TO STATE LAWMAKERS NEEDED NO LATER THAN  
NOVEMBER 29TH**

Lame duck session is upon us and the legislative issues we have been working on are nearing completion while new proposals are popping up daily at the Statehouse. We want to bring to your attention three bills that we are especially concerned with and ask for your assistance in communicating these concerns to members of the Ohio General Assembly.

**ITEM #1:** The first issue is new and is an example of something we are always concerned with when working in the lame duck session. AT&T is pursuing a legislative proposal that would eliminate local control for Ohio municipalities with respect to their rates, zoning and maintenance efforts regarding pole attachments of “small cell” wireless antennas and accessory equipment. AT&T is pursuing this legislation as an 11<sup>th</sup> hour amendment to any pending legislation in the lame duck session.

***We need your help – please call your state senator and representative and oppose this onerous legislation.***

- This proposal strips away a municipality’s constitutional authority for local control. Specifically, the draft bill would:
  - permit any entity who files a completed request (this is not limited to telecommunications companies – could include speculators seeking to reserve space on your poles for resale) to attach a wireless antenna to any structure owned by a municipal corporation or build a new free-standing pole in the public right-of-way.
    - This would include attachments to critical infrastructure, such as water towers, police and fire facilities, and substations, raising security concerns.
    - This could also lead to multiple companies placing numerous poles within the right-of-way.
  - permit the entity requesting consent to place accessory equipment (any size) anywhere in the right-of-way.
  - exempt all proposed actions (construction of new facilities, pole attachments, increasing pole or other structure height up to 50 feet) from any local zoning requirement.
- Any dispute arising from local concerns with applications would be heard and decided by the Public Utilities Commission of Ohio (for those requests that are not automatically approved under the bill). Municipal electric utilities are currently regulated and accountable to their local communities and not the PUCO.
- Many small cities and villages do not have the necessary resources to negotiate, comply or challenge agreements through the costly PUCO process.
- One or more entities requesting consent could file a single city-wide application for multiple wireless antennas (1, 100, 1,000 antennas) and a municipality would have 30 days to undertake an initial review, and 90 days to approve.
- Abandoned wireless facilities would be the responsibility of the municipality.
- The legislation singles out municipalities and does not include infrastructure owned by rural cooperatives, investor owned utilities, townships, counties or the State of Ohio.
- We are unaware of any issues that AT&T or others have experienced in Ohio that warrant blanket Draconian restrictions specifically on municipalities through statute.
- Municipalities are already required to provide non-discriminatory access. This bill creates a special carve-out for telecommunications companies or other entities requesting consent.
- Municipalities are already required to charge fees that are reasonably related to the cost.



Attached to this email is a sample letter outlining the objections to the proposal that you can use when communicating with your State Representative and Senator on the over reach this amendment is and that this is a total diversion from transparency in the creation of Ohio law.

**ITEM #2:** Senate Bill 235, introduced by Senator Bill Coley (R-Cincinnati) and Bill Beagle (R-Dayton) would exempt from property tax the increased value of property on which industrial or commercial development is planned until construction of new commercial or industrial facilities at the property commences. This bill is opposed by the OML because it removes all local control over the approval, duration, or any additional requirements tied to the tax exemption. Additionally, the bill's lack of recognition of already existing tax exception agreements such as TIFs, CRAs and enterprise zones would not only jeopardize these agreements, but also could threaten new agreements in the future.

The league is working in collaboration with other local government groups and economic development advocates to make changes to the current version of the bill that would restore local authority and preserve the integrity of current and future TIF agreements.

Attached to this email is a letter which we are providing our members and asking that they contact their Ohio House members and state Senator, to let them know that this proposal is anti-economic development and that changes are desperately needed so that communities aren't unintentionally impacted.

**ITEM #3:** The final item is one that we have been working on all session and that we have been communicating extensively on with our members. Senate Bill 27 introduced by Senator Tom Patton (R-Cleveland) proposes to create a legal presumption that firefighters with certain cancers developed those cancers in the course and scope of their employment, which would result in their claims being paid through Worker's Compensation rather than health insurance. Although we have made a lot of progress on fixing very onerous sections of the bill, the process is not complete and the Ohio House is still working on making changes that the league supports.

Attached is a letter we are providing our members to communicate with their legislative delegation the importance of this issue and the need that municipalities are not overly burdened financially by reclassifications.

We thank you for your attention to these important legislative issues and your willingness to contact your state Representatives and Senators to urge them to protect Ohio's cities and villages by supporting them at the Statehouse.

*Kent M. Scarrett*  
*Executive Director*



Suzi Rubin  
Vice Mayor



**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)**

December 1, 2016

The Honorable Ron Maag  
Ohio House of Representatives, District 62  
77 S. High Street, 13<sup>th</sup> Floor  
Columbus, OH 43215

Dear Ron:

We're writing to alert you to a pending legislative proposal that is an assault on municipal home rule. AT&T is pursuing legislation that would eliminate local control for Ohio municipalities with respect to their rates, zoning and maintenance efforts regarding pole attachments of "small cell" wireless antennas and accessory equipment.

The proposal is extremely broad, giving wireless internet companies and speculators unrestricted access to not just municipal electric infrastructure, but also all municipal structures capable of supporting wireless antennas. This includes street lights, stop signs, water towers, public right-of-way, police and fire facilities, substations and any other public facilities. Obviously, this raises serious security concerns and could also lead to multiple companies placing numerous poles within the right-of-way.

Adoption of this legislation would set a terrible precedent for local control. Decisions about the safety and aesthetics of municipal infrastructure would be taken out of the hands of local decision makers and placed into the hands of corporations with no local interest other than financial.

We are also concerned about the precedent of subjecting municipal policies to PUCO jurisdiction – a violation of the principles of Home Rule. Governance and decision-making is best handled at the local level and disputes over local decisions can already be challenged at the local court level. Requiring cities and villages to appear in Columbus before the PUCO would be costly, time consuming and would pit municipal law directors against a fleet of utility regulatory attorneys. Additionally, many small cities and villages do not have the necessary resources to negotiate, comply or challenge agreements through the costly PUCO process. It's also worth noting that the local control aspect of municipal electric operations has been a benefit cited by rating agencies in their ratings on financings.

The Honorable Ron Maag

December 1, 2016

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The legislation singles out municipalities and does not include infrastructure owned by rural cooperatives, investor owned utilities, townships, counties or the State of Ohio. We are unaware of any issues that AT&T or others have experienced in Ohio that warrant blanket draconian restrictions specifically on municipalities through statute. Currently, Municipalities are already required to provide non-discriminatory access. This bill creates a special carve-out for telecommunications companies or other entities requesting consent.

The way in which this legislation is being pursued by the General Assembly is deeply concerning. No formal legislation has been introduced, no legislative hearings have taken place and no widespread stakeholder meetings have been held; however, it appears that AT&T is intent on passing legislation during lame duck.

Lame duck will end in a few short weeks and this proposal calls for immediate action. We ask that you contact your legislator as soon as possible to explain your concerns and urge they oppose any attempt to include this proposal as an amendment to current legislation.

Sincerely,

VILLAGE OF SOUTH LEBANON

James D. Smith

Mayor



**Village of South Lebanon**  
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December 1, 2016

The Honorable Ron Maag  
Ohio House of Representatives, District 62  
77 S. High Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215

Dear Ron:

We write today in opposition of Amended Sub Bill 235, which would exempt from property taxes the increased value of property on which industrial or commercial development is planned until completion of the new or redeveloped facilities.

There are a number of reasons this legislation would not have the intended effect of promoting additional economic development throughout the state. In fact, we firmly believe this legislation would harm the local communities that would be directly impacted.

The first reason is the lack of local control extended to communities to grant this “freeze” on property tax. Just as each community and its needs are distinctly unique, so each development project provides unique challenges and opportunities. All other commonly used forms of tax abatement rely on local officials to draft and approve agreements that promote economic development based on a local community’s needs and standards. SB 235 grants a property tax exemption as a matter of right to any eligible property owner upon the filing of a perfunctory exemption certificate with the county auditor. There would be no negotiation with the property owner regarding investment in plant and equipment, hiring of employees or any of the usual commitments by businesses to the local community. The lack of an opt-out provision means our local communities are deprived of their ability to decide what is right for them.

The second reason is the threat the bill poses to current economic development projects. As is, the legislation could unintentionally eliminate the incremental increase in value for existing Tax Increment Financing (TIF) projects involving commercial and industrial developments. Many of Ohio’s current economic development tools rely on property values and real estate taxes to encourage development. TIF projects rely on the taxes that would be generated from increased property values to fund needed infrastructure developments.

The Honorable Ron Maag

December 1, 2016

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Thirdly, communities and schools stand to lose substantial revenue. The fiscal note on SB 235 indicates that all newly developable property and redevelopment property in the state that is not already exempted under some other program may be eligible for this exemption, predicting an indeterminate amount of revenue losses for all local governments that receive a portion of the 10 inside mills or un-voted millage typically levied by schools, counties, townships and municipal corporations.

There are several amendments being submitted for consideration, and we urge their adoption. They provide local control over granting freezes to applications, exempts TIF areas and clarifies that farming and commercially or industrially zoned land is not eligible under SB 235.

The 131st General Assembly is drawing to a close just a few short weeks, so we urge immediate action.

Thank you for taking the time to read our concerns. We urge the adoption of the proposed amendments and ask that the legislature ensure local communities have access to all economic development tools, as well as the right to select the ones that will benefit the community the most.

Sincerely,

VILLAGE OF SOUTH LEBANON

James D. Smith

Mayor

**AGENDA**  
**WORKSHOP MEETING OF VILLAGE COUNCIL**  
**DECEMBER 1, 2016**  
**7:00 P.M.**

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

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