

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**JANUARY 19, 2017**  
**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 2017-9 approving plat for  
Riverside Subdivision Phase One

Emergency Resolution 2017-10 granting of easement to  
Duke Energy relative to the renovation of the old South  
Lebanon Elementary School

Emergency Resolution 2017-11 authorizing lighting  
agreement with Duke Energy relative to the Riverside  
Phase One

Minutes for Approval:

Regular – October 6, 2016  
Workshop – October 6, 2016  
Regular – October 20, 2016

Authorization of Invoices

Authorization of WC Drug Task Force Contribution

Authorization of December Financial Statements

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  
**From:** Jerry Haddix, Village Administrator  
**Date:** January 18, 2017  
**Subject:** Riverside Phase One Final Plat

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Attached is a resolution to approve the final plat for the Riverside Subdivision Phase One. The Planning Commission approved the plat on 1/12/17. The Tax Map Department submitted their comments yesterday and the Developer's consultant, Bayer Becker, is making all the necessary corrections to the plat by Thursday.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL  
OFFICER TO EXECUTE A PLAT FOR RIVERSIDE SUBDIVISION PHASE ONE,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village Planning Commission met on January 12, 2016, and conditionally approved the final plat for the Riverside Subdivision Phase One; and,

**WHEREAS**, the developer has met the conditions required by the Planning Commission; and,

**WHEREAS**, immediate action is required to preserve the Village's authority to review and approve said subdivision plat, 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 the Riverside Subdivision Phase One Plat, 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 19<sup>th</sup> day of January, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:    /    /2017 (if applicable)	Effective Date –    /    /2017
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2017	Effective Date –    /    /2017
Second Reading –    /    /2017	
Third Reading–    /    /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_ / \_\_\_\_ /2017









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:** Paul Revelson, Village Solicitor  
**From:** Jerry Haddix, Village Administrator  
**Date:** January 18, 2017  
**Subject:** Duke Energy Work– Old School

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As part of the renovation of the old SLE, Duke Energy will have to remove the existing subgrade transformer which is located between the 2-story building and the Community Center and replace it with a new pole-mounted transformer.

Attached is a resolution and easement that Duke is requiring before they will start any work on the project.

Also, the Village is required to pay for the work to be performed. It was originally estimated at \$30,000. The actual amount (see attached Duke invoice) is \$12,505.82. We will need a motion to approve payment of this invoice.

Please let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE GRANTING OF  
EASEMENT TO DUKE ENERGY OHIO, INC., RELATIVE TO THE RENOVATION  
OF THE OLD SOUTH LEBANON ELEMENTARY SCHOOL AND DECLARING AN  
EMERGENCY**

**WHEREAS**, as part of the South Lebanon Elementary School Renovation Project, an electrical transformer is required to be replaced to allow for the separating of the electrical service between the two-story building and the building commonly known as the "Community Center"; and,

**WHEREAS**, Duke Energy Ohio Inc. (Duke) is requiring the granting of an easement to the facility prior to commencing construction; and,

**WHEREAS**, the Village desires to grant the Duke an easement as described in the attached Exhibit "A" of the attached easement; and,

**WHEREAS**, immediate action is required for the timely recording of said easement which is necessary for construction to commence 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 grants an easement to Duke Energy Ohio, Inc. on the property known as 10 N. High Street, South Lebanon, Ohio, a copy of which is attached hereto.

**Section 2.** That the Council authorizes the Mayor and Fiscal Officer to sign said Grant of Easement and any other documents required to complete the Grant of Easement.

**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.

**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 passed 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 January, 2017.

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

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading –    /    /2017		Effective Date –    /    /2017
Second Reading –    /    /2017		
Third Reading –    /    /2017		
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_/\_\_\_\_/2017

# **GRANT OF EASEMENT**

Pt. Parcel # 12-01-234-012

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO** (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 1, Town 4 East, Range 3 North, Village of South Lebanon, Union Township, Warren County, State of Ohio, being part of Lots 75 and 76 of the Town Plat of Deerfield now known as South Lebanon as shown in Transcribed Record Book 1, Page 313, being Parcel No. 1 as conveyed to the **VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO** from The Board of Education of Union Township, Warren County, Ohio now known as the Board of Education of Kings Local School District, Warren County, Ohio as recorded in **Deed Book 2662, Page 411**, in the Office of the Recorder of Warren County, Ohio (hereinafter referred to as "Grantor's Property").

Said easement being a strip of land fifteen feet (15.0') in uniform width, lying seven and a half feet (7.5') wide on both sides of a centerline which centerline shall be shown on Exhibit A, attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

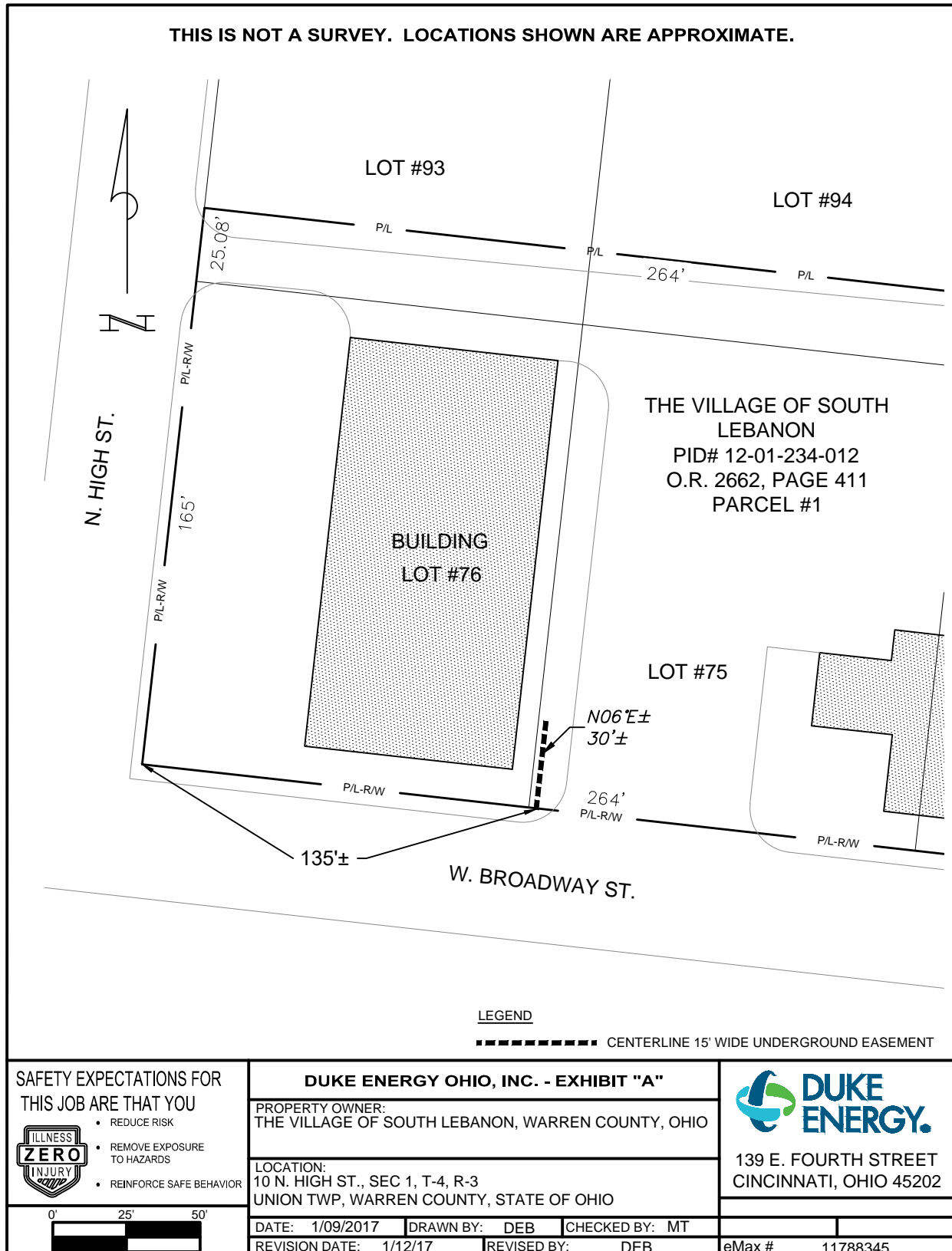
11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page follow.



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

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.





# INVOICE

Invoice: C1178834501  
Invoice Date: 1/6/2017  
Page: 1 of 1

Bill to: CITY OF SOUTH LEBANON  
99 N. HIGH ST  
JERRY HADDIX  
SOUTH LEBANON OH 45065

Customer ID: 000108856  
PO / Contract No:  
Payment Terms: Net 30  
Due Date: 2/5/2017

**Amount Due: \$12,505.82**

Invoice for work or services performed at: 10 N. HIGH ST SOUTH LEBANON OH

For billing questions, please call Charles Kevin Nordin at 513/287-1194

Line	Date of Charge	Description	Net Amount
1	01/05/2017	Customer contribution CUSTOMER COST FOR THIS JOB.	\$12,505.82

**Amount Due: \$12,505.82**

**TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS**

↓ Please detach and return with your payment. Please indicate invoice number on check. ↓

## Payment Coupon

### Please make check payable to:

Duke Energy  
PO Box 603083  
Charlotte NC 28260-3083

### ACH Instructions:

Wells Fargo - Ohio  
121000248  
Duke Energy  
000004120191309

Invoice Number: C1178834501

Corporation Code: 75023

Please Pay By: 2/5/2017

Customer ID: 000108856

Total Amount Due: **\$12,505.82**

Fed Tax ID # 31-0240030

CITY OF SOUTH LEBANON  
99 N. HIGH ST  
JERRY HADDIX  
SOUTH LEBANON OH 45065

Amount Enclosed



0303313137383833343530310000800012505825



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:** January 18, 2017

**Subject:** Duke Energy Street Lighting Agreement

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Attached is a resolution and agreement for street lighting for the Riverside Subdivision Phase One. The Developer is responsible for the installation. They are also responsible for the operation until the public improvements are accepted. The Village will invoice the Developer for these costs until the improvements are accepted.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN OUTDOOR LIGHTING SERVICE AGREEMENT WITH DUKE  
ENERGY OHIO INC. RELATIVE TO THE RIVERSIDE PHASE ONE  
SUBDIVISION, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Riverside Subdivision Phase One is nearing completion; and,

**WHEREAS**, the installation of street lighting is required for new residential subdivisions which is the responsibility of the developer; and

**WHEREAS**, the operation and maintenance of the street lights are the responsibility of the Village after the public improvements are accepted by the Village; and,

**WHEREAS**, Duke Energy Ohio Inc. requires the execution of a service agreement prior to the installation of the street lighting; and,

**WHEREAS**, immediate action is required in order to not delay the installation of the necessary street lighting for the Riverside development, 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 an outdoor lighting service agreement with Duke Energy Ohio Inc. for operation and maintenance of street lighting for the Riverside Phase One Subdivision, as attached hereto.

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

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of



the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

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

Adopted this \_\_\_\_\_ day of January, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk                      James D. Smith, Mayor

Rules Suspended:   /   /2017 (if applicable)	Effective Date –   /   /2017
Vote - ____ Yeas ____ Nays	
First Reading –   /   /2017	Effective Date –   /   /2017
Second Reading –   /   /2017	
Third Reading–   /   /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/2017



5445 Audro Dr  
Cincinnati, OH 45247-7001

December 21, 2016

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

Subject: Riverside Bluffs Ph.1  
Street A,b,c,d  
S. Lebanon , OH 45065

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval.

This Agreement is associated with an agreement entered into with another party. That party has agreed to pay a onetime lump sum amount in consideration of the equipment installation costs. The enclosed Agreement indicates that you agree to pay only the continuous monthly charges for Energy Usage and Maintenance for as long as the lighting equipment is in service. These charges are estimated and do not include any applicable sales taxes or rate tariff riders for Energy Usage.

A description of the lighting equipment and the associated estimated Energy Usage and Maintenance charges are shown on pages 1 & 2 of the Agreement. Also, on page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards. Also, please review pages 3 & 4 to become familiar with the other terms of the Agreement.

Please sign both copies of the document, return one copy and retain one for your records. If the other party does not pay the lump sum amount this Agreement will become null and void, and we will propose another agreement to the appropriate party or parties.

Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new Agreement will be issued only upon your request.

You will receive a letter after the new lights are installed informing you when the lights are in service. Monthly billing will begin after the installation date, which also begins the initial term of the agreement.

Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation once the lump sum payment has been received from the other party to this Agreement.

Sincerely,

Patrick Malloy  
Duke Energy Representative  
ph (513)287-1472  
fax (513)287-1483

Agreement Information	Energy and Maintenance			70-10989207		12/21/2016
	Agreement Coverage			Agreement Number		Current Date
59703870	136677	75023	S490	V502	OLEOH	UOLP
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

## OUTDOOR LIGHTING SERVICE AGREEMENT



DE Ohio

139 East Fourth Street, Cincinnati, OH 45202

Business Name				The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	Village of South Lebanon			
Service Location or Subdivision	Riverside Bluffs Ph.1			
Service Address	Street A,b,c,d			
Service Address				
Service City, State, Zipcode	S. Lebanon	OH	45065	Third Party Participant - One Time Payment
Mailing Name				
Mailing Business Name				
Mailing Address	PO Box 40			
Mailing Address				
Mailing City, State, Zipcode	S. Lebanon	OH	45065	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

### WITNESSETH:

**WHEREAS**, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

**WHEREAS**, Company has the ability to own, install, operate and maintain an outdoor lighting system;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Below is the estimated monthly amounts for the lights and poles covered by this Agreement.**

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATE D LINE TOTAL
1	Granville, 175W MH III PS (1460669)	175	MH	0.2070	861	\$0.50	\$9.48	9	\$89.78
Lamp Source - MH = Metal Halide, HPS = High Pressure								<b>MONTHLY TOTALS</b>	<b>9 \$89.78</b>

\*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

\*\*The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

**In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.**

**IN WITNESS WHEREOF**, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative		AND	Customer / Representative	
Signature		Signature		
Printed Name	Patrick Malloy	Printed Name		
Date	12/21/2016	Date		

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

## OUTDOOR LIGHTING SERVICE AGREEMENT

### SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:

#### A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 FT FBG Fluted DI(50116432)	9
TOTAL NUMBER OF POLES		9

#### B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

##### \*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

- |  |   |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh.                           |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).                     | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

\*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

#### LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

*Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

# OUTDOOR LIGHTING SERVICE AGREEMENT

## **SECTION II. – CUSTOMER OPTIONS FOR SYSTEM**

### **OPERATING HOURS**

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

## **SECTION III. - ENERGY USAGE COST**

### **CALCULATION - See Page 1**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

## **SECTION IV. – SYSTEM MAINTENANCE**

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

## **SECTION V. – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

## **SECTION VI. – TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

## **SECTION VII. - OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

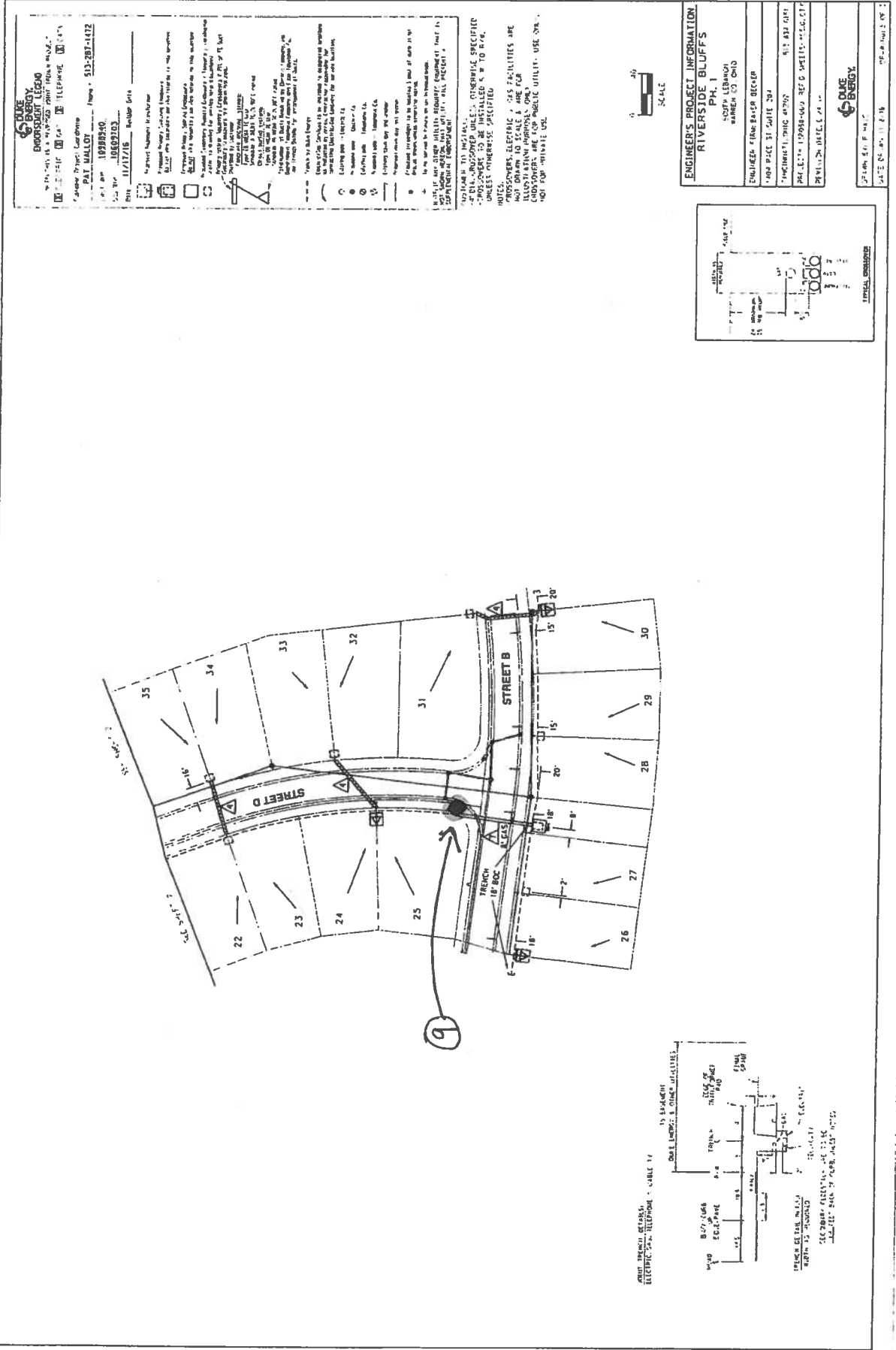


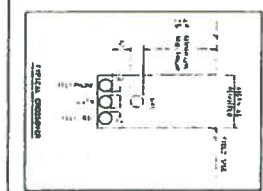
# OUTDOOR LIGHTING SERVICE AGREEMENT

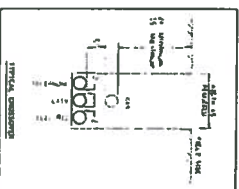
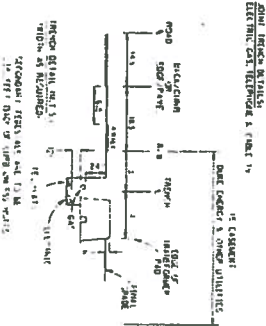
## EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

Street Light Plan  
Pg. 3





[illegible]



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:** January 18, 2017  
**Subject:** Boat Ramp Invoice

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We recently received the final invoice for the construction of the boat ramp at Rogers Park. The original quote was for \$14,065. Due to modifications in the field, there were additional charges for additional time and material.

I am requesting a motion to approve the \$20,415.00 payment to Quality Curb & Concrete minus a 10% retainage. The retainage would be paid upon completion of the punchlist items.

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

# Quality Curb and Concrete

PO Box 768  
Lebanon, OH 45036

## INVOICE

Invoice No: 712  
Date: 12/30/2016  
Due Date: 1/29/2017

**Bill To:** South Lebanon  
99 North High Street  
South Lebanon, OH 45065

Project Contact: Tony Ledford  
Project: South Lebanon Boat Ramp  
Description: Boat Ramp

Quantity	Description	Unit Price	Extended Price
	Boat Ramp		
1.00	Boat Ramp	14,065.00	14,065.00
1.00	Extend Boat Ramp	1,000.00	1,000.00
1.00	Additional Concrete Due to Ground Conditions	3,500.00	3,500.00
1.00	Haul off Concrete Debris	1,850.00	1,850.00

Thank You For Your Business!

Amount Now Due: 20,415.00



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## MEMORANDUM

**To:** Mayor & Village Council  
**From:** Jerry Haddix, Village Administrator  
**Date:** January 18, 2017  
**Subject:** S.B. 331

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Attached is an excerpt from Ohio Sub. Senate Bill 331. This section was attached to a pet breeding bill late last year. This basically takes away all local authority to regulate micro wireless facilities within the public right-of-way. I forwarded this to Paul to review how this affects the Village.

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

call for work, or for working a split shift:

(7) Whether an employer will provide advance notice of an employee's initial work or shift schedule, notice of new schedules, or notice of changed schedules, including whether an employer will provide employees with predictive schedules;

(8) Whether an employer will provide additional hours of work to employees the employer currently employs before employing additional workers;

(9) Whether an employer will provide employees with fringe benefits and the type and amount of those benefits.

(C) Nothing in this section requires an employer to adopt a policy concerning any of the matters described in division (B) of this section.

(D) Nothing in this section affects the authority provided by case law, the Revised Code, or Section 3 of Article XVIII, Ohio Constitution, for a political subdivision to adopt a resolution or ordinance to limit the hours an employer operates.

**Beginning Here -** Sec. 4939.01. As used in sections 4939.01 to 4939.08 of the Revised Code:

(A) "Accessory equipment" means any equipment used in conjunction with a wireless facility or wireless support structure. "Accessory equipment" includes utility or transmission equipment, power storage, generation or control equipment, cables, wiring, and equipment cabinets.

(B) "Antenna" means communications equipment that transmits or receives radio frequency signals in the provision of wireless service, including associated accessory equipment.

(C) "Cable operator," "cable service," and "franchise" have the same meanings as in the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 522.

~~(B)-(D)~~ "Distributed antenna system" means a network or facility to which all of the following apply:

(1) It distributes radio frequency signals to provide wireless service.

(2) It meets the height and size characteristics of a small cell facility.

(3) It consists of all of the following:

(a) Remote antenna nodes deployed throughout a desired coverage area;

(b) A high-capacity signal transport medium connected to a central hub site;

(c) Equipment located at the hub site to process or control the radio frequency signals through the antennas.

(4) It conforms to the size limitations specified in division (N) of this section.

(E) "Eligible facilities request" has the same meaning as in 47 U.S.C. 1455(a)(2).

(F) "Micro wireless facility" includes both a distributed antenna system and a small cell facility, and the related wireless facilities.

(G) "Micro wireless facility operator" means a public utility or cable operator that operates a micro wireless facility.

(H) "Municipal electric utility" has the same meaning as in section 4928.01 of the Revised Code.

(I) "Occupy or use" means, with respect to a public way, to place a tangible thing in a public way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable



operator.

~~(C)-(J)~~ "Person" means any natural person, corporation, or partnership and also includes any governmental entity.

~~(D)-(K)~~ "Public utility" means any company described in section 4905.03 of the Revised Code except in divisions (B) and (I) of that section, which company also is a public utility as defined in section 4905.02 of the Revised Code; and includes any electric supplier as defined in section 4933.81 of the Revised Code.

~~(E)-(L)~~ "Public way" means the surface of, and the space within, through, on, across, above, or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, and any other land dedicated or otherwise designated for a compatible public use, which, on or after July 2, 2002, is owned or controlled by a municipal corporation. "Public way" excludes a private easement.

~~(F)-(M)~~ "Public way fee" means a fee levied to recover the costs incurred by a municipal corporation and associated with the occupancy or use of a public way.

~~(N)~~ "Small cell facility" means a wireless facility that meets the requirements of division (N)(1) of this section and also division (N)(2) of this section:

(1)(a) Each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.

(b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

(2) If the wireless facility were placed on a wireless support structure, the increased height would be not more than ten feet or the overall resulting height would be not more than fifty feet.

(O) "Utility pole" means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service.

(P) "Wireless facility" means an antenna, accessory equipment, or other wireless device or equipment used to provide wireless service.

(Q) "Wireless service" means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using wireless facilities.

(R) "Wireless support structure" means a pole, such as a monopole, either guyed or self-supporting, light pole, traffic signal, sign pole, or utility pole capable of supporting wireless facilities. As used in section 4939.031 of the Revised Code, "wireless support structure" excludes a utility pole or other facility owned or operated by a municipal electric utility.

Sec. 4939.02. (A) It is the public policy of this state to do all of the following:

(1) Promote the public health, safety, and welfare regarding access to and the occupancy or use of public ways, to protect public and private property, and to promote economic development in this state;

(2) Promote the availability of a wide range of utility, communication, and other services to residents of this state at reasonable costs, including the rapid implementation of new technologies

and innovative services;

(3) Ensure that access to and occupancy or use of public ways advances the state policies specified in sections 4927.02, 4928.02, and 4929.02 of the Revised Code;

(4) Recognize the authority of a municipal corporation to manage access to and the occupancy or use of public ways to the extent necessary with regard to matters of local concern, and to receive cost recovery for the occupancy or use of public ways in accordance with law;

(5) Ensure in accordance with law the recovery by a public utility of public way fees and related costs;

(6) Promote coordination and standardization of municipal management of the occupancy or use of public ways, to enable efficient placement and operation of structures, appurtenances, or facilities necessary for the delivery of public utility or cable services;

(7) Encourage agreement among parties regarding public way fees and regarding terms and conditions pertaining to access to and the occupancy or use of public ways, and to facilitate the resolution of disputes regarding public way fees;

(8) Expedite the installation and operation of micro, and smaller, wireless facilities in order to facilitate the deployment of advanced wireless service throughout the state.

(B) This policy establishes fair terms and conditions for the use of public ways and does not unduly burden persons occupying or using public ways or persons that benefit from the services provided by such occupants or users.

Sec. 4939.03. (A) No person shall occupy or use a public way except in accordance with law.

(B) In occupying or using a public way, no person shall unreasonably compromise the public health, safety, and welfare.

(C)(1) No person shall occupy or use a public way without first obtaining under this section or section 1332.24 or 4939.031 of the Revised Code, any requisite consent of the municipal corporation owning or controlling the public way.

(2) Except as otherwise provided in division (C)(5) of this section and sections 4939.031 and 4939.035 of the Revised Code, a municipal corporation, not later than sixty days after the date of filing by a person of a completed request for consent, shall grant or deny its consent.

(3) A municipal corporation shall not unreasonably withhold or deny consent.

(4) If a request by a person for consent is denied, the municipal corporation shall provide to the person in writing its reasons for denying the request and such information as the person may reasonably request to obtain consent. If a request for consent is denied for an activity described in section 4939.031 of the Revised Code, the reasons required under this division shall be supported by substantial, competent evidence and the denial of consent shall not unreasonably discriminate against the entity requesting the consent.

(5) Except in the case of a public utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or of a cable operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, a municipal corporation, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.

(6) Initial consent for occupancy or use of a public way shall be conclusively presumed for

all lines, poles, pipes, conduits, ducts, equipment, or other appurtenances, structures, or facilities of a public utility or cable operator that, ~~on the effective date of this section July 2, 2002,~~ lawfully so occupy or use a public way. However, such presumed consent does not relieve the public utility or cable operator of compliance with any law related to the ongoing occupancy or use of a public way.

Sec. 4939.031. (A) A municipal corporation, not later than ninety days after the date of filing by an entity of a completed request for consent for any of the following, to be done in a public way, shall, subject to sections 4939.03, 4939.033 to 4939.037, and 4939.0313 to 4939.0319 of the Revised Code, grant or deny its consent:

- (1) Attaching micro wireless facilities to a wireless support structure;
- (2) Locating two or more wireless service providers' micro wireless facilities on the same wireless support structure;
- (3) Replacing or modifying a micro wireless facility on a wireless support structure;
- (4) Constructing, modifying, or replacing a wireless support structure associated with a micro wireless facility.

(B) Except as provided in this chapter as well as any franchise, pole attachment, or other agreements between a municipal corporation and a cable operator or public utility, a municipal corporation shall not require any zoning or other approval, consent, permit, certificate, or condition for the construction, replacement, location, attachment, or operation of a micro wireless facility, or otherwise prohibit or restrain the activities as described in this section.

Sec. 4939.032. A micro wireless facility operator may construct and operate the facility in a public way, subject to this chapter.

Sec. 4939.033. A request for consent under section 4939.031 of the Revised Code shall be deemed a permitted use and shall be exempt from local zoning review.

Sec. 4939.035. (A) The ninety-day time period required in section 4939.031 of the Revised Code may be tolled only:

- (1) By mutual agreement between the entity requesting consent and the municipal corporation;
- (2) In cases where the municipal corporation determines that the application is incomplete; or
- (3) By the municipal corporation in the event it has an extraordinary number of wireless facilities contained in pending requests, in which case the municipal corporation may toll the ninety-day period for a reasonable amount of days not exceeding an additional ninety days.

(B) To toll the time period for incompleteness, the municipal corporation shall provide written notice to the entity requesting consent not later than thirty days after receiving the request, clearly and specifically delineating all missing documents or information. The missing documents or information shall be reasonably related to determining whether the request meets the requirements of applicable federal and state law. Any notice of incompleteness requiring other information or documentation, including information of the type described in section 4939.0315 of the Revised Code or documentation intended to illustrate the need for the request or to justify the business decision for the request, does not toll the time period.

(C) The time period begins running again when the entity makes a supplemental submission in response to the municipal corporation's notice of incompleteness.

(D) If a supplemental submission is inadequate, the municipal corporation shall notify the

entity not later than ten days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (A) to (C) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

Sec. 4939.037. If a municipal corporation fails to approve a request for consent under section 4939.031 of the Revised Code or a request for a relevant construction permit within the required time period, provided the time period is not tolled under section 4939.035 of the Revised Code, the request shall be deemed granted upon the requesting entity providing notice to the municipal corporation that the time period for acting on the request has lapsed.

Sec. 4939.038. Nothing in this chapter precludes a municipal corporation from applying its generally applicable health, safety, and welfare regulations when granting consent for a micro wireless facility.

Sec. 4939.039. Notwithstanding sections 4939.031 to 4939.037 of the Revised Code, a municipal corporation shall approve within sixty days, and may not deny, an eligible facilities request under 47 C.F.R. 1.40001.

Sec. 4939.0311. (A) Consent shall not be required for either of the following activities conducted in the public way:

(1) Routine maintenance of wireless facilities;

(2) The replacement of wireless facilities with wireless facilities that are either of the following:

(a) Substantially similar to the existing wireless facilities;

(b) The same size or smaller than the existing wireless facilities.

(B) A municipal corporation may require a work permit for an activity described in division (A) of this section. Any such permit shall be subject to any applicable law in this chapter.

Sec. 4939.0313. (A) An entity seeking to construct, modify, or replace more than one micro wireless facility within the jurisdiction of a single municipal corporation may file, at the entity's discretion, a consolidated request for consent under division (A)(4) of section 4939.031 of the Revised Code and receive a single permit for the construction, modification, or replacement of the micro wireless facilities or associated wireless support structures.

(B) In the case of a consolidated request, the fees provided for in section 4927.0319 of the Revised Code may be cumulative.

Sec. 4939.0315. With respect to the provision of any micro wireless facility, a municipal corporation shall not do any of the following:

(A) Require the requestor to submit information about, or evaluate a requestor's business decisions with respect to, the requestor's service, customer demand, or quality of service to or from a particular area or site;

(B) Require the requestor to submit information about the need for the micro wireless facility or the associated wireless support structure, including additional wireless coverage, capacity, or increased speeds;

(C) Require the requestor to justify the need for the new micro wireless facility or associated

wireless support structure, or to submit business information, including strategy documents, propagation maps, or telecommunications traffic studies;

(D) Evaluate the request based on the availability of other potential locations for the placement of the micro wireless facility or associated wireless support structure, including the options to submit a request under division (A)(1) or (2) of section 4939.031 of the Revised Code or under division (A)(4) of that section to modify an existing micro wireless facility or associated wireless support structure except that a municipal corporation may propose an alternate location within fifty feet of the proposed location, which the requestor shall use if it has the right to use the alternate structure on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs;

(E) Require the removal of existing wireless support structures or wireless facilities, wherever located, as a condition for approval of the request. This division shall not preclude a municipal corporation from adopting reasonable rules intended to ensure the public health, safety, and welfare with respect to the removal of an abandoned wireless support structure or abandoned wireless facilities.

(F) Impose restrictions with respect to objects in navigable airspace that are stricter than or in conflict with any restrictions imposed by the federal aviation administration;

(G) Impose requirements for bonds, escrow deposits, letters of credit, or any other type of financial surety to ensure removal of abandoned or unused wireless facilities, unless the municipal corporation imposes similar requirements on other permits for occupancy of the public way;

(H) Unreasonably discriminate among providers of functionally equivalent services;

(I) Impose unreasonable requirements regarding the maintenance or appearance of the micro wireless facility or associated wireless support structure and accessory equipment, including the types of materials to be used and the screening or landscaping of wireless facilities;

(J) Require that the requestor purchase, lease, or use facilities, networks, or services owned or operated by the municipal corporation, in whole or in part, or owned or operated, in whole or in part, by any entity in which the municipal corporation has an economic governance interest;

(K) Condition the grant of consent on the requestor's agreement to permit other wireless facilities to be placed at, attached to, or located on the associated wireless support structure;

(L) Limit the duration of any permit that is granted, except that a municipal corporation may require that construction commence within two years;

(M) Impose setback or fall-zone requirements for the associated wireless support structure that are different from requirements imposed on other types of structures in the public way;

(N) Impose environmental testing, sampling, or monitoring requirements that exceed federal law or that are not imposed on other types of construction or elements of the construction;

(O) Impose any regulations pertaining to radio frequency emissions or exposure to such emissions that are contrary to or exceed rules of the federal communications commission;

(P) Impose separation requirements that require any space to be maintained between wireless facilities or wireless support structures;

(Q) Prevent the requestor from locating the micro wireless facility or wireless support structure in a residential area or within a specific distance from a residence or other structure.

Sec. 4939.0317. No municipal corporation may institute a moratorium on the filing,

acceptance of filings, consideration, or approval of requests for consent described in section 4939.031 of the Revised Code.

Sec. 4939.0319. Any fee charged by a municipal corporation for a request for consent under section 4939.031 of the Revised Code shall not exceed the lesser of two hundred fifty dollars per micro wireless facility or the amount charged by the municipal corporation for a building permit for any other type of commercial development or land use development.

Sec. 4939.0321. No municipal corporation shall have or exercise any jurisdiction, authority, or control over the design, engineering, construction, installation, or operation of any micro wireless facility located in an interior structure not owned or controlled by the municipal corporation.

Sec. 4939.0325. (A) A municipal corporation shall permit, for the purpose of providing wireless service, an attachment by a micro wireless facility operator to a wireless support structure owned or operated by the municipal corporation and located in the public way.

(B)(1) The total annual charges and fees for the attachment and any activities related to the attachment shall be the lesser of the actual, direct, and reasonable costs related to the use of the wireless support structure by the operator or two hundred dollars per attachment.

(2) In any controversy concerning the appropriateness of a charge or fee under this section, the municipal corporation shall have the burden of proving that the charge or fee is reasonably related to its actual, direct, and reasonable costs.

(C) The charges, fees, terms, and conditions for attachments under this section, including the processes and time for approval of applications and permits for the attachments, shall be nondiscriminatory as to all attaching operators regardless of the types of services provided by the operators.

(D) Nothing in this chapter affects the need for an entity seeking to place a micro wireless facility on a public-utility owned utility pole to obtain from the public utility any necessary authority to place the facility.

Sec. 4939.0327. A municipal corporation shall not enter into an exclusive arrangement with any entity for the right to attach to the municipal corporation's wireless support structures.

Sec. 4939.08. (A) Nothing in sections 4939.01 to 4939.07 of the Revised Code applies to a franchise or to any agreement with a public utility—~~or~~—, cable operator, or micro wireless facility operator, for the balance of its term, if the franchise or agreement meets all of the following, as applicable:

(1) ~~The~~ (a) With respect to a public utility or cable operator, the franchise was granted, or the agreement was authorized by ordinance or otherwise and was entered into, by a municipal corporation prior to the effective date of this section July 2, 2002.

(b) With respect to a micro wireless facility operator, the agreement was authorized by ordinance or otherwise and was entered into by a municipal corporation and the micro wireless facility operator prior to the effective date of the amendments to this section by S.B. 331 of the 131st general assembly.

(2) The franchise or agreement authorizes the occupation or use of public ways.

(3) The public utility or micro wireless facility operator agrees with the applicable public way fees, or nonmonetary compensation, if any, or the cable operator pays the applicable fee or utilizes the credit, offset, or deduction specified in division (B)(4) of section 4939.05 of the Revised Code.

(B)(1) Except as otherwise provided in division (A) of section 4939.06 of the Revised Code, nothing in sections 4939.01 to 4939.07 of the Revised Code applies to an ordinance both governing public ways and enacted by a municipal corporation prior to September 29, 1999, unless, on or after that date, the ordinance is materially modified.

(2) Division (B)(1) of this section does not apply to micro wireless facility operators and their facilities.

(C) Nothing in sections 4939.01 to 4939.07 of the Revised Code authorizes a municipal corporation to levy a fee, other than a public way fee authorized by section 4939.05 of the Revised Code, on a pipeline company or an operator of a pipeline facility regulated under the "Accountable Pipeline Safety and Partnership Act of 1996," 110 Stat. 3793, 49 U.S.C.A. 60101, or on an operating partner or affiliated business unit operating under guidelines of the federal energy regulatory commission as they relate to the construction and operation of a pipeline.

(D) Nothing in sections 4939.01 to 4939.07 and this section of the Revised Code prohibits a municipal corporation from doing either of the following:

(1) Charging a cable operator a franchise fee in accordance with the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 542;

(2) Allowing a credit, offset, or deduction against the payment of a construction permit fee for any franchise fee a cable operator pays to the municipal corporation.

SECTION 2. That existing sections 956.01, 956.03, 956.04, 956.12, 956.13, 956.14, 956.15, 956.18, 959.15, 959.99, 1717.06, 4111.02, 4939.01, 4939.02, 4939.03, and 4939.08 of the Revised Code are hereby repealed.

SECTION 3. That Section 211.10 of Am. Sub. H.B. 64 of the 131st General Assembly be amended to read as follows:

**Sec. 211.10. AGR DEPARTMENT OF AGRICULTURE  
General Revenue Fund**

GRF	700401	Animal Health Programs	\$ 3,686,687	\$ 3,686,687
GRF	700403	Dairy Division	\$ 1,163,115	\$ 1,163,115
GRF	700404	Ohio Proud	\$ 50,000	\$ 50,000
GRF	700406	Consumer Protection	\$ 1,287,556	\$ 1,287,556
		Lab		
GRF	700407	Food Safety	\$ 1,287,556	\$ 1,287,556
GRF	700409	Farmland Preservation	\$ 72,750	\$ 72,750
GRF	700410	Plant Industry	\$ 150,000	\$ 150,000
GRF	700412	Weights and Measures	\$ 600,000	\$ 600,000
GRF	700415	Poultry Inspection	\$ 592,978	\$ 592,978





## Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SPECIAL DETAIL AVAIL	0	0	0	2	0	1	0	0	1	0	0	1	5
VACATION HOUSE CHECK	49	48	55	34	27	48	31	41	38	25	22	20	438
PUBLIC SERVICE	42	28	49	35	43	41	48	59	63	57	69	46	580
911 HANGUP	0	1	2	7	3	3	14	18	29	10	12	11	110
911 SILENT	1	1	0	0	1	1	12	17	10	7	5	4	59
ACCIDENT-INJURY	0	4	1	3	1	4	1	3	4	3	5	2	31
GENERAL POLICE ALARM	0	0	0	1	1	0	0	1	0	1	0	0	4
BURGLAR/INTRUSION AL	15	21	22	7	11	13	18	12	15	5	20	8	167
FIRE/MEDICAL ALARM	2	7	3	3	2	3	4	1	3	6	4	3	41
HOLDUP ALARM	0	0	0	1	1	1	0	1	1	0	0	0	5
PANIC/DURESS ALARM	2	1	0	0	0	0	0	0	3	0	1	0	7
ANIMAL COMPLAINT	2	6	2	4	5	7	3	3	2	3	4	5	46
ACCIDENT-PROPERTY	10	4	5	13	15	14	19	13	8	6	10	12	129
ASSAULT	0	2	0	1	0	0	2	0	1	2	0	0	8
ASSAULT IN PROGRESS	0	1	0	0	0	0	1	0	0	1	0	0	3
ATTEMPT TO LOCATE	2	7	5	5	7	4	4	3	8	7	4	0	56
ABANDONED VEHICLE	0	1	0	0	1	0	1	2	0	1	0	0	6
BUSINESS CHECK	0	0	1	1	3	1	1	0	0	0	5	1	13
BURGLARY	1	2	1	0	3	5	1	4	2	2	2	0	23
BURGLARY IN PROGRESS	2	0	0	1	1	1	2	0	3	0	0	1	11
CITIZEN ASSIST	8	6	6	10	7	15	9	16	9	8	9	5	108
CRIMINAL DAMAGING	4	0	1	2	6	3	4	2	1	5	1	4	33
CRIMINAL DAMAGING IN	0	0	0	0	0	0	1	0	2	0	0	0	3





## Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
CIVIL SERVICE	30	36	17	36	24	15	33	41	24	47	32	30	365
CRIMINAL WARRANT SER	13	13	6	13	7	8	5	5	9	6	4	12	101
DEAD BODY	0	0	0	1	0	0	0	0	0	0	0	0	1
DISORDERLY CONDUCT	2	1	2	4	2	4	3	2	4	4	1	1	30
DOMESTIC COMPLAINT	3	4	4	3	2	5	2	1	3	5	3	3	38
DOMESTIC IN PROGRESS	3	2	3	3	4	6	11	6	7	4	2	3	54
DUMPING	0	0	0	1	1	0	0	0	0	0	1	0	3
DISABLED VEHICLE	5	10	4	13	8	16	15	14	5	5	3	12	110
EMERGENCY NOTIFICATI	0	0	1	0	0	0	0	0	0	0	0	0	1
EXTRA PATROL	2	2	1	2	1	3	2	0	0	2	3	0	18
ESCORT	6	9	4	1	8	2	9	6	9	8	4	4	70
FRAUD	2	3	6	4	0	3	3	2	2	3	1	2	31
FIGHT	1	1	0	1	0	1	2	2	1	0	0	0	9
FIRE TRAFFIC	4	4	2	3	5	8	4	8	8	6	4	1	57
FIREWORKS COMPLAINT	0	0	0	0	1	0	3	0	0	0	0	0	4
FOLLOWUP INVESTIGATI	26	18	26	11	22	10	16	31	13	18	10	16	217
HITCHHIKER COMPLAINT	0	1	0	0	0	0	0	0	0	0	0	0	1
HARASSMENT-PHONE	2	1	3	2	0	0	0	1	0	1	0	2	12
HARASSMENT-VERBAL	1	0	0	1	0	0	3	1	1	1	1	0	9
INTOXICATED DRIVER	3	3	3	1	2	4	6	3	4	3	1	1	34
INTOXICATED SUBJECT	1	3	0	4	1	5	3	3	1	6	4	1	32
JUVENILE COMPLAINT	1	1	1	1	4	0	5	4	2	4	3	3	29
JUVENILE RUNAWAY	0	0	0	0	0	0	0	1	0	3	0	0	4





## Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
JUVENILE UNRULY	0	1	0	0	0	0	3	0	2	2	0	1	9
THEFT	6	3	13	3	6	4	8	6	6	5	9	8	77
THEFT ACTIVE	0	1	1	0	0	4	0	1	3	2	2	1	15
LIVESTOCK ON ROAD	0	0	0	0	0	1	0	0	0	0	0	0	1
LOCKOUT RESIDENTIAL/	14	13	24	20	15	13	8	15	10	13	17	23	185
LOST PROPERTY	0	0	0	0	1	3	0	0	0	0	0	0	4
LANDLORD/TENANT DISP	2	1	0	2	1	0	0	0	0	0	0	2	8
MUTUAL AID	4	0	5	4	2	5	0	2	2	0	0	0	24
MOTORCYCLE/ATV COMPL	0	0	1	0	0	1	0	0	0	2	0	0	4
EDP	1	0	2	3	2	1	3	0	2	3	2	4	23
EMS ASSIST	33	34	38	47	46	40	32	40	33	36	41	42	462
MISSING PERSON	1	0	3	0	0	0	2	0	0	2	1	1	10
NARCOTICS COMPLAINT	6	1	9	2	3	3	9	11	6	7	4	2	63
NOISE DISTURBANCE	1	1	2	2	1	2	0	6	2	5	6	0	28
NOTIFICATION	2	5	4	6	5	2	6	3	4	5	5	5	52
NEIGHBOR TROUBLE	0	0	0	0	0	1	2	1	1	4	0	0	9
NEIGHBOR TROUBLE IN	0	1	0	0	0	0	1	0	0	0	0	0	2
NATURE UNKNOWN	1	0	0	0	1	0	1	2	1	0	0	0	6
CONTROLLED BURN INFO	3	4	0	2	1	4	0	1	0	1	1	0	17
OVERDOSE	2	0	2	1	2	1	1	1	5	2	1	3	21
OPEN DOOR/WINDOW	0	0	3	3	2	1	3	1	0	3	1	1	18
PARKING COMPLAINT	3	2	1	1	1	5	5	6	18	1	10	4	57
PROWLER	0	0	0	1	0	0	1	2	1	1	1	1	8





## Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
PRISONER TRANSPORT	0	0	0	0	0	0	0	0	0	0	1	0	1
REPO	2	1	1	2	2	2	1	3	5	3	2	2	26
ROAD HAZARD	1	1	0	3	1	3	4	0	1	1	2	3	20
ROBBERY IN PROGRESS	0	0	0	0	0	0	0	0	0	1	2	0	3
RECOVERED PROPERTY	4	1	1	2	4	3	1	0	0	1	1	1	19
ROAD RAGE	1	0	0	0	0	0	0	0	0	0	1	0	2
SOLICITOR COMPLAINT	1	1	1	1	1	0	0	0	0	0	0	0	5
SHOTS FIRED IN AREA	4	1	1	0	0	1	1	0	2	0	1	0	11
SEXUAL OFFENSE	0	0	0	2	2	0	0	0	1	0	0	0	5
SEXUAL OFFENSE IN PR	0	0	1	0	1	0	0	0	0	0	0	0	2
SUSPICIOUS PERSON	8	6	12	7	9	16	18	14	17	17	13	7	144
SUICIDE/ATT SUICIDE	1	3	1	0	2	0	0	1	0	0	1	0	9
SUSPICIOUS VEHICLE	8	5	14	11	4	8	11	6	11	7	9	5	99
SUBJECT WITH A WEAPO	1	0	1	0	0	0	2	0	0	1	1	0	6
THREATS	3	0	1	3	2	1	6	2	2	1	1	1	23
TRAFFIC OFFENSE	4	4	6	0	3	4	3	0	3	3	5	2	37
TRAFFIC PROBLEM	0	0	0	1	0	0	0	0	0	0	0	0	1
TRESPASSERS	1	3	4	1	8	1	5	3	3	4	3	2	38
TRAFFIC STOP	76	109	116	57	101	79	66	59	57	72	51	56	899
UNKNOWN INVESTIGATIO	1	2	4	1	6	1	3	4	4	5	3	1	35
UTILITY PROBLEM	0	0	0	0	0	0	0	1	0	1	0	0	2
THEFT VEHICLE	1	1	1	1	0	1	0	1	1	1	0	0	8
THEFT VEHICLE ACTIVE	0	0	0	0	0	0	0	0	0	0	1	0	1



**SHERIFF LARRY L. SIMS**



## Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
WELL BEING CHECK	7	4	14	6	3	6	7	7	8	10	3	7	82
<b>Totals:</b>	448	461	523	430	468	472	514	526	507	497	452	399	5,697





## Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SPECIAL DETAIL AVAIL	0	0	0	0	0	0	0	0	3	0	0	0	3
VACATION HOUSE CHECK	6	3	13	1	13	12	12	20	10	8	0	25	123
PUBLIC SERVICE	3	8	4	6	5	3	12	10	4	10	6	14	85
911 HANGUP	2	1	0	0	1	1	7	18	14	8	5	5	62
911 SILENT	0	1	0	0	0	0	6	3	7	5	3	1	26
ACCIDENT-INJURY	1	1	1	3	0	5	3	3	2	3	2	1	25
GENERAL POLICE ALARM	0	0	0	0	0	0	0	0	0	0	1	0	1
BURGLAR/INTRUSION AL	1	4	5	5	2	5	1	4	7	1	3	3	41
FIRE/MEDICAL ALARM	3	5	1	3	1	1	2	1	1	1	1	2	22
HOLDUP ALARM	0	0	0	1	0	0	1	0	0	0	0	0	2
PANIC/DURESS ALARM	1	0	0	0	0	0	4	0	0	1	0	0	6
ANIMAL COMPLAINT	1	0	1	2	1	2	2	5	2	2	1	0	19
ACCIDENT-PROPERTY	6	8	2	7	7	5	1	6	5	3	5	4	59
ASSAULT IN PROGRESS	0	0	0	0	0	0	0	0	0	0	0	1	1
ATTEMPT TO LOCATE	1	2	0	0	3	1	0	1	3	3	2	0	16
ABANDONED VEHICLE	1	1	0	1	0	0	0	1	1	2	0	2	9
BUSINESS CHECK	0	2	0	0	0	0	0	0	0	0	0	0	2
BOMB THREAT	1	0	0	0	0	0	0	0	0	0	0	0	1
BURGLARY	0	0	0	0	0	0	0	0	0	1	1	0	2
BURGLARY IN PROGRESS	0	0	0	0	0	1	0	0	2	0	0	0	3
CITIZEN ASSIST	1	2	1	1	1	2	1	1	3	0	0	0	13
CRIMINAL DAMAGING	1	0	0	1	0	0	1	0	0	1	1	1	6
CRIMINAL DAMAGING IN	0	0	0	0	0	1	0	0	0	0	0	0	1





## Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
CIVIL SERVICE	2	11	8	3	3	12	5	9	6	6	5	13	83
CRIMINAL WARRANT SER	2	0	0	2	2	1	1	1	1	0	0	0	10
DISORDERLY CONDUCT	0	0	0	0	0	0	1	0	2	1	0	0	4
DOMESTIC COMPLAINT	0	0	1	0	1	0	0	0	0	0	0	0	2
DOMESTIC IN PROGRESS	1	2	1	2	0	1	0	2	0	1	0	3	13
DUMPING	0	0	1	0	0	0	0	0	0	0	0	0	1
DISABLED VEHICLE	3	12	7	9	4	7	8	10	3	4	2	14	83
EMERGENCY NOTIFICATI	0	0	0	0	0	0	1	0	0	0	0	0	1
EXTRA PATROL	0	1	1	1	0	0	1	0	0	3	0	0	7
ESCORT	2	1	0	1	0	3	5	2	0	1	1	1	17
FRAUD	0	1	2	0	1	0	0	0	0	0	0	0	4
FIRE TRAFFIC	2	8	2	12	2	4	3	6	3	0	4	1	47
FIREWORKS COMPLAINT	0	0	0	0	0	0	1	0	1	0	0	0	2
FOLLOWUP INVESTIGATI	2	1	4	1	8	2	2	4	4	5	0	1	34
HARASSMENT-PHONE	0	1	2	0	0	0	0	1	0	1	0	1	6
HARASSMENT-VERBAL	0	0	0	0	0	0	1	0	2	0	0	0	3
HIGH WATER	0	1	0	0	0	0	0	0	0	0	0	0	1
INTOXICATED DRIVER	1	0	0	0	1	2	1	0	1	0	1	2	9
INTOXICATED SUBJECT	1	1	0	2	0	1	2	0	0	1	0	0	8
JUVENILE COMPLAINT	0	0	0	0	1	0	1	0	1	0	1	0	4
JUVENILE UNRULY	0	0	0	0	0	0	0	0	0	0	0	1	1
THEFT	1	1	3	1	0	1	0	4	1	4	1	1	18
THEFT ACTIVE	0	0	0	0	1	0	0	0	0	0	0	0	1





## Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
LIVESTOCK ON ROAD	2	0	0	2	0	1	0	0	0	0	2	1	8
LOCKOUT RESIDENTIAL/	1	1	2	2	4	3	6	3	2	2	0	2	28
LOST PROPERTY	0	0	0	0	0	0	1	0	0	1	0	0	2
MUTUAL AID	0	2	2	3	2	2	0	2	4	3	1	0	21
MOTORCYCLE/ATV COMPL	0	0	0	0	2	1	2	1	0	0	2	0	8
EDP	1	0	0	0	1	1	0	2	0	1	0	0	6
EMS ASSIST	9	8	16	12	9	13	11	9	13	13	9	17	139
MISSING PERSON	0	2	0	0	0	0	0	0	0	1	0	1	4
NARCOTICS COMPLAINT	0	0	0	0	0	0	0	0	0	1	0	5	6
NOISE DISTURBANCE	0	0	0	2	0	0	0	1	2	1	0	0	6
NOTIFICATION	2	1	1	1	0	2	2	1	0	0	1	1	12
NEIGHBOR TROUBLE	0	0	1	1	0	0	0	1	0	1	0	0	4
NATURE UNKNOWN	0	0	0	0	0	0	0	0	0	0	1	0	1
ROAD CLOSING INFORMA	0	1	0	1	0	1	0	0	1	1	0	0	5
CONTROLLED BURN INFO	0	0	0	1	0	0	0	0	1	1	0	1	4
OVERDOSE	1	0	0	0	0	0	0	4	0	0	1	0	6
OPEN DOOR/WINDOW	0	0	0	0	1	0	1	0	1	0	0	0	3
PARKING COMPLAINT	1	0	0	0	0	0	0	0	0	1	0	0	2
PROWLER	0	0	2	0	0	0	0	0	0	0	0	0	2
PRISONER TRANSPORT	0	0	0	0	1	0	0	0	0	0	0	1	2
REPO	2	0	0	1	2	0	0	0	2	0	0	3	10
ROAD HAZARD	1	0	0	5	2	1	1	1	3	1	1	1	17
RECOVERED PROPERTY	0	0	0	0	1	0	0	0	0	0	0	0	1



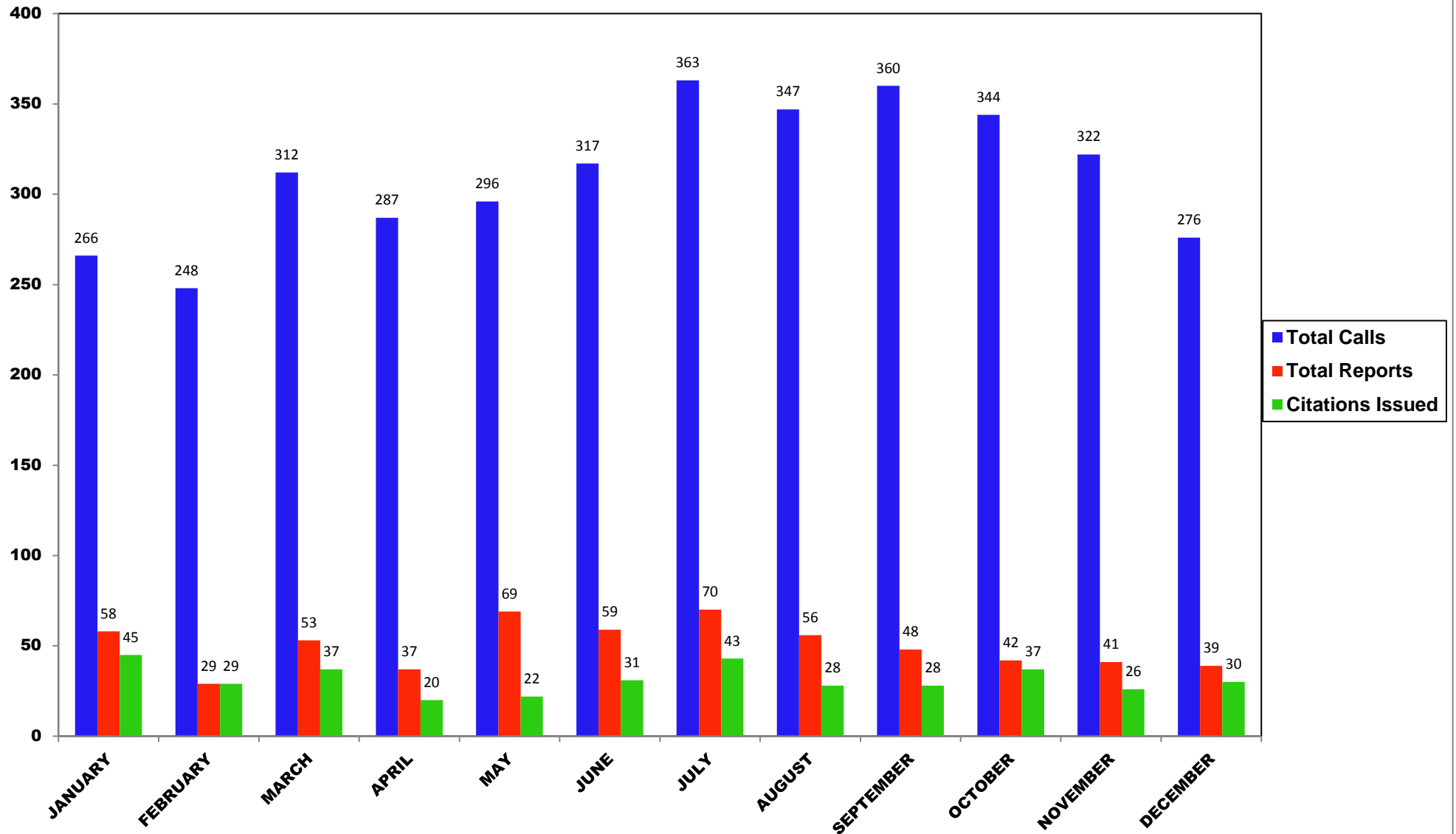
## Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2016 12:00:00 AM to 1/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SOLICITOR COMPLAINT	0	1	0	0	0	0	0	0	0	1	0	0	2
SHOTS FIRED IN AREA	0	0	0	1	0	2	0	0	0	0	1	0	4
SUSPICIOUS PERSON	1	1	3	5	3	2	8	1	3	3	2	1	33
SUICIDE/ATT SUICIDE	0	0	0	0	0	0	2	0	0	0	0	0	2
SUSPICIOUS VEHICLE	3	1	0	3	1	3	2	2	2	1	1	0	19
SUBJECT WITH A WEAPO	0	0	0	0	0	1	0	0	0	0	1	0	2
THREATS	0	1	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC OFFENSE	1	0	1	5	3	4	2	2	1	2	2	0	23
TRAFFIC PROBLEM	0	0	0	0	0	0	0	0	0	1	0	2	3
TRESPASSERS	1	0	0	3	1	1	0	0	2	1	0	1	10
TRAFFIC STOP	18	42	32	19	35	34	49	32	31	29	32	20	373
UNKNOWN INVESTIGATIO	0	0	0	0	0	1	0	1	2	0	1	0	5
WELL BEING CHECK	1	0	0	1	0	2	1	0	1	0	1	0	7
<b>Totals:</b>	<b>91</b>	<b>140</b>	<b>120</b>	<b>133</b>	<b>126</b>	<b>148</b>	<b>174</b>	<b>175</b>	<b>160</b>	<b>142</b>	<b>105</b>	<b>154</b>	<b>1,668</b>



## South Lebanon Monthly Totals 2016



# Union Township Monthly Totals 2016

