

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JANUARY 5, 2017 at 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 2017-1 appointing Village Solicitor and establishing compensation

Emergency Ordinance 2017-1 appointing Fiscal Officer and establishing compensation

Emergency Resolution 2017-2 authorizing renewal of Village's liability insurance with Ohio Plan Risk Mgmt.

Emergency Resolution 2017-3 Village Council's intent to officially vacate a portion of Cochran Road

Emergency Resolution 2017-4 authorizing agreement with Choice One related to the vacation of a portion of Cochran Road

Emergency Resolution 2017-5 approving the development of State and US Bike Routes through Ohio

Resolution 2017-6 authorizing addendum to the agreement with Warren County Sheriff's Office

Emergency Resolution 2017-7 authorizing agreement with Choice One for Mason-Morrow sewer extension project

Resolution 2017-8 authorizing agreement with McGill Smith Punshon for the Froehlich sewer extension project

Authorization of Invoices

6. Old Business:

Third Reading Resolution 2016-44 authorizing the consent agreement for Stonelake at River's Bend

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

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 27, 2016
Subject: Village Solicitor Agreement

For your consideration, attached is a resolution re-appointing Paul Revelson as Village Solicitor for a two-year period beginning January 7, 2017, with the base salary of \$26,500.

For reference, Paul's base salary for 2016 was \$21,200 with a one-year contract. By comparison, the prior Solicitor's salary for 2015 was \$26,500.

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

**A RESOLUTION APPOINTING PAUL R. REVELSON VILLAGE SOLICITOR FOR
THE VILLAGE OF SOUTH LEBANON, OHIO, AND ESTABLISHING
COMPENSATION**

WHEREAS, pursuant to Ohio Rev. Code § 733.48 (A), the legislative authority of a village may provide legal counsel for the village, or for any department or official of the village, for a period not to exceed two (2) years and shall provide compensation for such legal counsel; and,

WHEREAS, the Village Council has determined that Paul R. Revelson is qualified to serve as Village Solicitor for the Village of South Lebanon; and,

WHEREAS, the Village Council and Paul R. Revelson desire to enter into an Agreement Establishing Compensation for Legal Services; and,

WHEREAS, immediate action is required to appoint a Village Solicitor to ensure the uninterrupted provision of legal services to the Village in order to preserve the public peace, health, or safety of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon:

Section 1. That Paul R. Revelson is hereby appointed Village Solicitor of the Village of South Lebanon, effective January 7, 2017.

Section 2. That the duration and terms of compensation for the legal services of the Village Solicitor shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

Section 3. That the Village Mayor and Fiscal Officer are hereby authorized and directed to execute the Agreement Establishing Compensation for Legal Services attached hereto as Exhibit "A."

Section 4. That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

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

Section 6. 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 7. 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 5th day of January, 2017.

Attest: _____
Sharon Louallen, 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:

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

EXHIBIT "A"

AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF VILLAGE SOLICITOR FOR THE PERIOD BEGINNING JANUARY 7, 2017, THROUGH JANUARY 6, 2019

This Agreement is entered into by and between the legislative authority of the Village of South Lebanon, Ohio, 99 High- Street, South Lebanon, OH 45065 (hereinafter "Council") on behalf of the Village of South Lebanon (hereinafter "Village"), and Paul R. Revelson, Attorney at Law, 1160 East Main Street, P.O. Box 119, Lebanon, OH 45036 ("Village Solicitor").

WITNESSETH:

WHEREAS, Paul R. Revelson is by reason of training and experience capable of acting as the legal advisor, attorney, counsel and prosecutor for the Village and for the Council, as well as all offices, departments, divisions, boards, commissions, committees and courts of the Village in connection with Village affairs; and,

WHEREAS, pursuant to Ohio Revised Code §§ 705.11 and 733.48, the Village desires to appoint and retain Paul R. Revelson as the Village Solicitor who shall serve at the pleasure of Council for a period not to exceed two (2) years without entering into a new agreement for legal services and establishing compensation.

NOW, THEREFORE, pursuant to the above recitals, and for other good and valuable consideration as recited hereinafter, the Parties agree as follows:

A. RETAINER PAYMENT

1. Effective January 7, 2017, an annual retainer payment in the amount of Twenty- Six Thousand Five Hundred and 00/100 Dollars (\$26,500.00) shall be made to the Village Solicitor, payable on a monthly basis. Such amount shall be considered salary for purposes of calculating contributions to the Ohio Public Employees Retirement System (OPERS). The Village agrees to withhold all mandated contributions to OPERS on the Village Solicitor's behalf and pay the employer's mandated contributions to OPERS as required by law. The Village shall, in reporting and making remittance to OPERS, attest the employee contributions by designating such as "Employee Contributions."

2. The Retainer Payment shall be considered payment for services as described below:
 - a. Attendance at regular, special, emergency and work shop meetings of Council, as well as drafting and/or reviewing Ordinances and Resolutions on behalf of the Council for such meetings; and,
 - b. Attendance at Planning Commission, Zoning Commission, Board of Zoning Appeals and Sub-committee meetings, upon request; and,
 - c. Acting as Prosecutor for Mayor's Court.

B. PAYMENT OF ADDITIONAL LEGAL SERVICES

1. Effective January 7, 2017, an hourly rate of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) will be paid to the Village Solicitor on a monthly basis for the performance of Additional Legal Services upon presentation of an itemized billing statement delivered electronically to the Fiscal Officer which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Village Council Members, Fiscal Officer and the Village Administrator may understand and evaluate those matters from time to time. Payment of additional legal services shall be authorized as part of legislation authorizing payment of the bills once per month at regularly scheduled Council meetings.
2. Additional Legal Services include:
 - a) research assignments and drafting legal opinions on behalf of the Council requested by the Council, the Mayor or the Village Administrator; and,
 - b) drafting contracts and other transactional related matters requested by the Council, the Mayor or the Village Administrator; and,
 - c) any court proceedings, including but not limited to: abatements, administrative appeals, appropriations, breach or specific performance of accounts and contracts, declaratory judgments, mandamus, nuisances, injunctions, prohibitions, or other general civil matters; excepting therefore: matters the Village's liability insurer has a duty to defend; or, should Council elect to hire other another

counsel to handle any such matter which it retains absolute discretion to do; or, matters that the Village Solicitor has a conflict of interest as determined herein; and,

- d) prosecuting cases that are transferred and/or appealed to the Warren County Court, and appeals to the Twelfth District Court of Appeals and the Supreme Court of Ohio, or any federal court.

C. ADDITIONAL PROVISIONS

1. Council shall be responsible for expenses incurred during and in support of any legal services contemplated herein including, but not limited to: court costs, expert witness or consultant fees, appraisers, court reporters and deposition transcripts, recordings, transfer and conveyance costs and fees.
2. The duration of this Agreement is from January 7, 2017 through January 6, 2019. The parties may, however, terminate this Agreement with or without cause with at least thirty (30) days prior written notice. The Parties may enter into a new Agreement upon the expiration of said duration.
3. Council may, at any time, amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Council and the Village Solicitor.
4. The Village Solicitor shall not represent the Village in any matter in which the Village Solicitor has a conflict of interest, as determined by the Village Solicitor or Council.

VILLAGE OF SOUTH LEBANON:
Pursuant to Resolution No. 2017-__

SIGNATURE: _____
NAME: James D. Smith
TITLE: Mayor
DATE: _____

SIGNATURE: _____
NAME: Sharon Louallen
TITLE: Fiscal Officer
DATE: _____

This instrument was prepared
by and approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OH

By: _____
Date: _____

VILLAGE SOLICITOR:

SIGNATURE: _____
NAME: Paul R. Revelson
TITLE: Attorney at Law
DATE: _____

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

**AN ORDINANCE APPROVING THE APPOINTMENT OF NICOLE ARMSTRONG
TO THE POSITION OF FISCAL OFFICER AND ESTABLISHING
COMPENSATION, AND DECLARING AN EMERGENCY**

WHEREAS, in accordance with Ohio Revised Code (ORC) § 733.262(A), the Village Council established the position of Fiscal Officer pursuant to Ordinance No. 2013-12, dated June 19, 2003; and,

WHEREAS, per ORC § 733.262(D), the Mayor has appointed Nicole Armstrong to the position of Fiscal Officer effective January 7, 2017; and,

WHEREAS, said appointment does not become effective until it is approved by a majority of the members of Village Council; and,

WHEREAS, immediate action is needed for the purpose of the Village having a Fiscal Officer, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Village Council approves the appointment of Nicole Armstrong to the position of Fiscal Officer of the Village of South Lebanon.

Section 2. That the Village Council sets for compensation for this position at \$52,000.00 per year.

Section 3. That Council hereby waives the residency requirements as stated in ORC § 733.262 for this position.

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

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

Section 6. That this Ordinance 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 Ordinance shall be in full force and effective immediately upon its passage.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance 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 5th day of January, 2017.

Attest: _____
Sharon Louallen, 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, OHIO
RESOLUTION NO. 2017-____

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO RENEW THE VILLAGE'S LIABILITY INSURANCE WITH OHIO
PLAN RISK MANAGEMENT, INC. FOR 2017, AND FURTHER AUTHORIZING
PAYMENT OF THE ANNUAL PREMIUM, AND DECLARING AN EMERGENCY**

WHEREAS, the Village maintains property, liability and automobile insurance with Ohio Plan Risk Management, Inc., and the current period of coverage ends on December 31, 2016; and,

WHEREAS, the Village has recently received the quote for renewal from Ohio Plan Risk Management, Inc. being a total annual premium of \$35,222.00 (an increase of \$303.00 from the 2016 premium); and,

WHEREAS, the Village desires to renew the Village's liability insurance with Ohio Plan Risk Management, Inc., for the period of January 1, 2017 to December 31, 2017; and,

WHEREAS, immediate action is required to timely assure the Village has a policy of liability insurance in effect as of January 1, 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 renew the Village's liability insurance coverage with Ohio Plan Risk Management, Inc. for the period of January 1, 2017 to December 31, 2017.

Section 2. That the Council approves and authorizes the Fiscal Officer to pay the annual premium to Ohio Plan Risk Management, Inc. for the liability insurance coverage for the period of January 1, 2017 to December 31, 2017.

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

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

Section 5. That 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 5th day of January, 2017.

Attest: _____
Sharon Louallen, Fiscal Officer

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: _____



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: December 30, 2016

Subject: Homestead Drive & Cochran Road Vacation

Attached is a resolution which would declare the Council's intent to officially vacate the portion of Cochran Road that connects Homestead Drive and Cochran Road at the Ritchey Farm.

Also, included is a resolution and an agreement with Choice One Engineering to prepare the vacation plat for this section as well as a portion of Cochran Road as shown on the map for a total of \$1,260 for both. They agree to provide the vacation plat within 21 days of the contract execution.

If passed, we'll move forward with advance notice signage of the pending road closure. Little Miami schools and Hamilton Township have already been notified.

Please let me know if you have any questions.

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

**A RESOLUTION DECLARING THE VILLAGE COUNCIL'S INTENT TO VACATE
A PORTION OF COCHRAN ROAD AND AUTHORIZING VILLAGE STAFF TO
COMPLETE TASKS NECESSARY TO VACATE A PORTION OF COCHRAN
ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, The Village of South Lebanon Council approved the plat for Homestead at River's Bend Subdivision ("Plat") on June 16, 2005; and

WHEREAS, the Plat was recorded on September 13, 2005 in Plat Book 71 pages 60-63, Warren County, Ohio Recorder's Office; and,

WHEREAS, the Plat states that "[t]he existing right of way for Cochran Road on Lots 43-45 shall be vacated upon the recording off [sic] of the right of way for the remainder of Buena Vista Drive within the boundaries of Vista Point at Rivers Bend and the Homestead at Rivers Bend"; and,

WHEREAS, the Village desires to officially vacate the existing right of way as stated in the Plat upon the procurement of a vacation plat survey and upon the passage of an ordinance; and,

WHEREAS, immediate action is required as the owners of Lot 44 and Lot 45 have requested the Village to vacate the portion of roadway as stated in the 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, at least two-thirds of all members elected thereto concurring:

Section 1. The Village Council does hereby authorize the Mayor and Administrator to employ surveyors to complete the vacation plat, legal descriptions, and other necessary documentation to perfect the vacation as stated in the Plat.

Section 2. The Village Council does hereby authorize the Administrator to procure necessary road signage to provide notice to the public indicating the future road closure.

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

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

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

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 5th day of January, 2017.

Attest: _____
Sharon Louallen, 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, OHIO
RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
CONSULTING ENGINEER SERVICES REQUIRED FOR THE VACATION OF
CERTAIN AREAS OF COCHRAN ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, the Village Council desires to vacate a portion of Cochran Road;
and,

WHEREAS, it is necessary for a vacation plat to be prepared to delineated and
describe the right-of-way to be vacated;

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

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

WHEREAS, immediate action is required to expedite the vacation process, and
such action is necessary in order to preserve the public peace, health, safety or welfare
of the Village.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into
a contract with Choice One Engineering for consulting engineer services in the
Village of South Lebanon required for the Cochran Road vacation for the lump
sum fee of \$1,260, 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: _____
Sharon Louallen, 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



Date

December 28, 2016

Attention

Jerry Haddix
jhaddix@southlebanonohio.org

Address

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

Subject

Agreement for Professional Services
Homestead and Cochran Vacations
WAR-SLE-1701

Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Homestead and Cochran Vacations Project.

This Agreement is by and between the Village of South Lebanon, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 3 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation

Allen J. Bertke

Allen J. Bertke, P.S., Project Manager

12/28/16

Date

West Central Ohio
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
203 W. Loveland Ave.
Loveland, OH 45140
513.239.8554 Phone

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



Scope of Services

Project Snapshot

Choice One intends to vacate roadway from the cul-de-sac on Homestead Drive to the house drive along Cochran Road per the attached exhibits.

Project Services

1. Homestead Drive Vacation Survey

- a. Prepare a road vacation exhibit of Homestead Drive as shown on the attached exhibit.
- b. Perform field reconnaissance of the existing monumentation.
- c. Perform necessary Research.
- d. Provide Legal description of tract.

2. Cochran Road Vacation Survey

- a. Prepare a road vacation exhibit of Cochran Road.
- b. Perform field reconnaissance of the existing monumentation.
- c. Perform necessary Research.
- d. Provide Legal description of tract.

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. Topographic Survey
2. Boundary Survey
3. Easement and Right-of-Way Plats or Descriptions
4. Record Drawings

Client Responsibilities

- Payment of agency-related fees.
- Provide any available existing plans.
- Provide timely decisions to keep design work on schedule.

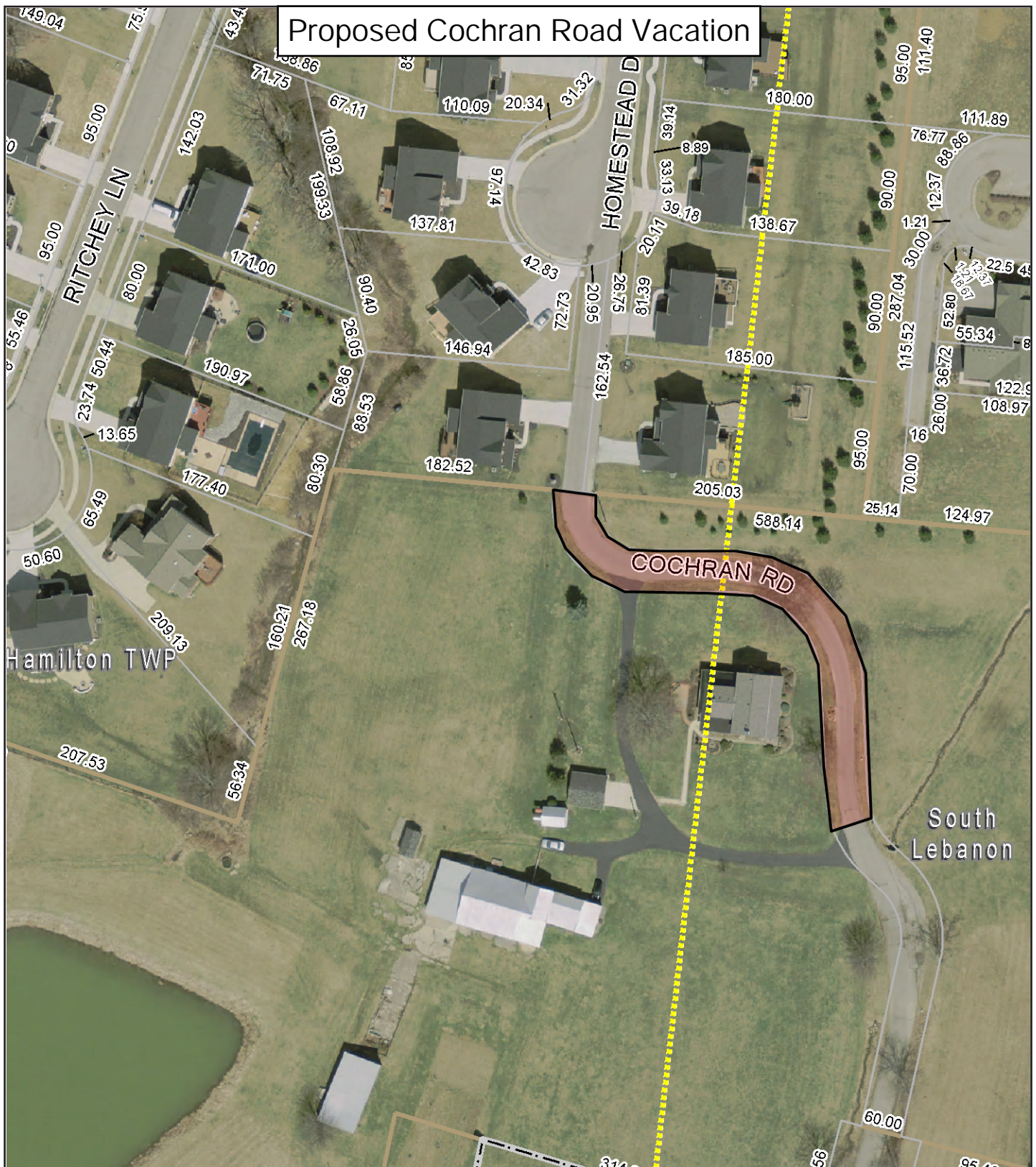
Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Homestead Drive Vacation Plats	\$520.00
Cochran Road Vacation Plats	\$740.00
Total	\$1,260.00

Schedule

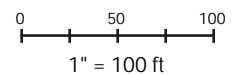
Choice One will have the plats completed and submitted to Warren County within twenty-one (21) days after receipt of an executed agreement.



Proposed Cochran Road Vacation

Warren County Legend

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





The existing right of way for Cochran Road on Lots 43-45 shall be vacated upon the recording of the right of way for the remainder of Buena Vista Drive within the boundaries of Vista Point at River's Bend and the Homestead at River's Bend.

LEGEND

- Existing Railroad Spike
- Set Railroad Spike
- Existing PK Nail
- MAG Nail
- Set 5/8" Iron Pin
- Access Easement
- Conservation Easement
- Existing 5/8" Iron Pin
- Non Perpendicular
- Non Radial
- Minimum Opening Elevation
- Sanitary Sewer Easement
- Storm Easement
- Water Main Easement
- Drainage Easement

NO.	DATE	REVISION
1	6-14-05	Added Open Space #53

6700 Tyersville Rd. Mason, OH 45040 513-336-6600

engineers
planners
architects
surveyors

date: 11/3/03
dwn by: KRS/LAM
chk by: R.L.B.B.
job #: 030001
sheet: 2 of 4

Choice One Engineering Corporation
Standard Terms & Conditions

3/26/2015

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or

portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Owner may not directly hire any employee of Choice One. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Ownership of Documents Documents prepared by Choice One for the Project are instruments of services and will remain the property of Choice One. Final documents of service will be based on the printed copy. If specified in the Choice One agreement, Choice One will furnish the final documents electronically; however, the Client releases Choice One from any liability that may result from documents used in this form. Choice One will be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

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

**A RESOLUTION APPROVING AND SUPPORTING THE DEVELOPMENT OF
STATE AND U.S. BICYCLE ROUTES IN THE STATE OF OHIO, AND DECLARING
AN EMERGENCY**

WHEREAS, bicycle tourism is a growing industry in North America, contributing \$133 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes, including U.S. Route 21 through the Village; and

WHEREAS, the Ohio Department of Transportation has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes to connect the US Bicycle Routes and communities; and

WHEREAS, the Ohio Department of Transportation (ODOT) has designated a series of corridors crossing Ohio to be developed as various State Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and

WHEREAS, the Village of South Lebanon and the Adventure Cycling Association, with the cooperation of the Ohio Department of Transportation and other stakeholders, have proposed these specific routes to be designated, a map of which is herein incorporated into this resolution by reference;

WHEREAS, we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area

WHEREAS, we acknowledge the route may change over time because new facilities are being constructed that are more suitable for bicyclists

WHEREAS, immediate action is required to provide this resolution to ODOT by their deadline of January, 31, 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 a two-thirds of all members elected thereto concurring:

Section 1. that the Village of South Lebanon hereby expresses its approval and support for the development of State and US Bicycle Routes, and requests that the appropriate officials see to it that the U.S. Route 21 is officially designated by AASHTO and the Ohio Department of Transportation. Once the Route is approved, there may be efforts to publicize the route via internet maps, incorporating the Route on local maps, etc. Tourism agencies may be involved in these efforts.;

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.

Remainder of page intentionally left blank

Adopted this day of , 2017.

Attest: _____
Sharon Louallen, 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



RE: State and US Bike Route Designations through Ohio

To Whom It May Concern:

ODOT recently held a meeting on US and State bike routes that are proposed to be designated through your local jurisdiction.

The purpose of the meeting was to provide an update on what ODOT has been working on in the last few months as we work toward officially designating these US and State bike routes throughout the state. We also gave details about what the next steps are, including your help!

We appreciate the help we have already received from a lot of you as we made changes and excellent suggestions for alternatives to the original proposed routes. These comments have been reviewed and new maps are being generated.

We will now need resolutions from the local jurisdictions or partners where the routes are going through either on road or on existing trails. So that's where you come in!

Attached in this packet, you will find maps of your jurisdiction highlighting what routes are traveling through as well as a map of all of the proposed US and State bike routes through Districts 7 and 8; a Frequently Asked Questions handout; a one-pager with information and goals; and a sample resolution.

We need to have resolutions passed by your jurisdiction by September 30th, 2016. Only one resolution per jurisdiction will be needed with each route listed. If you have any questions as you complete your resolution or while working with your community to complete the resolution, please contact your District Bike/Ped Coordinator listed below.



District 7

Mary Hoy, P.E.
(937) 497-6838
Mary.Hoy@dot.ohio.gov
1001 St. Marys Avenue
Sidney, OH 45365



District 8

Brianne Hetzel, P.E.
(513) 933-6624
Brianne.Hetzel@dot.ohio.gov
505 S. State Route 741
Lebanon, OH 45036

Thank you for accepting this packet of bike route information! All your work and help to date is greatly appreciated!

Sincerely,

Mary Hoy
Brianne Hetzel



Welcome Bicycle Enthusiasts!

Thank you for attending today's meeting on US and State bike routes that are proposed to be designated through your local jurisdiction.

The purpose of the meeting today is to provide an update on what ODOT has been working on in the last few months as we work toward officially designating these US and State bike routes throughout the state. We also intend to give details about what the next steps are, including your help!

We appreciate the help we have already received from a lot of you as we made changes and excellent suggestions for alternatives to the original proposed routes. These comments have been reviewed and new maps are being generated as we meet.

We will now need resolutions from the local jurisdictions or partners where the routes are going through either on road or on existing trails. So that's where you come in!

Attached in your packet, you will find maps of your jurisdiction highlighting what routes are traveling through as well as a map of all of the proposed US and State bike routes through Districts 7 and 8; a Frequently Asked Questions handout; a one-pager with information and goals; and a sample resolution.

We need to have resolutions passed by your jurisdiction by September 30th, 2016. Each route will need a separate resolution. If you have any questions as you complete your resolution or while working with your community to complete the resolution, please contact your District Bike/Ped Coordinator listed below.



District 7

Mary Hoy, P.E.
(937) 497-6838
Mary.Hoy@dot.ohio.gov
1001 St. Marys Avenue
Sidney, OH 45365



District 8

Brianne Hetzel, P.E.
(513) 933-6624
Brianne.Hetzel@dot.ohio.gov
505 S. State Route 741
Lebanon, OH 45036

Thank you for attending today's meeting! All your work and help to date is greatly appreciated!

Sincerely,

Mary Hoy
Brianne Hetzel

Frequently Asked Questions

Q: What is the purpose of designating these bike routes?

A: Interest in active forms of transportation, like bicycling, has become more pronounced in recent years. As a result, communities around the state have developed local and regional bicycle plans and policies to accommodate bicycle transportation. ODOT has developed a network of State and US Bicycle Routes to connect these facilities. Criteria included total/truck traffic volumes, roadway geometry, speed limits, economic development and a reasonably direct path between destinations.

Q: Will this increase liability for my jurisdiction?

A: No; bicyclists are already permitted on all roadways in Ohio, except interstates. All roadways recommended would likely see bicycle use even without the designation, there is no increase in liability.

Q: Who will install the signs?

A: Through ODOT, a statewide contract will be sold to install all of the initial signs for designating these routes. This will be done at no cost to the local jurisdictions.

Q: Who will maintain the signs?

A: After the initial installation, it will be the responsibility of each jurisdiction to maintain the signs within their jurisdiction, as with any other sign provided by ODOT.

Q: Is there any funding associated with the bike route designations?

A: The only committed funding is for the initial sign installation. There is no construction involved with these routes, they are all on existing facilities; trails as well as roadway.

Q: Who do I send the resolution to after it is approved?

A: You will send the resolution to the District Bicycle/Pedestrian Coordinator for your area. Below is a map showing the counties in Districts 7 and 8 along with the coordinator contact information.

Q: When are the completed resolutions needed?

A: All resolutions are needed by September 30th, 2016.

Q: If I have questions, who should I contact?

A: Questions should be directed to your District Bicycle/Pedestrian Coordinator.



District 7

Mary Hoy, P.E.
(937) 497-6838
Mary.Hoy@dot.ohio.gov
1001 St. Marys Avenue
Sidney, OH 45365



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Brianne Hetzel, P.E.
(513) 933-6624
Brianne.Hetzel@dot.ohio.gov
505 S. State Route 741
Lebanon, OH 45036

Ohio US and State Bike Routing and Designation Information

Goal:

Establish an Ohio network of designated and signed US and statewide bicycle routes that will connect Ohio's urbanized areas. Resulting routes will provide for:

- Safety- low volume, wide shoulders, low speed limits, and good pavement favored
- Continuity and connectivity- reasonably direct paths between urbanized areas, with considerations for smaller jurisdictions
- Local support- recognition and promotion of facilities by local governments and planning entities
- Utilization of existing assets- Incorporate existing/ proposed regional facilities into US and State routes
- Backbone for local connections- US/ state routes will serve as long-distance intercity backbone network; localities encouraged to connect routes/ facilities to the designated system

Draft Bike Routes:

A draft network of US and state bike routes was developed by ODOT using GIS routing tools. The routes were selected with the intent of connecting Ohio's 17 urbanized areas. The routes include on and off road facilities, and were selected using a "best path" analysis that considered the following factors:

- Speed limits
- Total/ truck volumes
- Shoulder widths
- Pavement conditions

Note: The proposed routes are meant to serve as a starting point for discussion and field verification. They were developed in 2012 and do not consider all existing municipal bike facilities/designations, or future plans for such facilities. Your input is critical for refining and finalizing Ohio's US and State bike route network.

Planning Partners and Roles

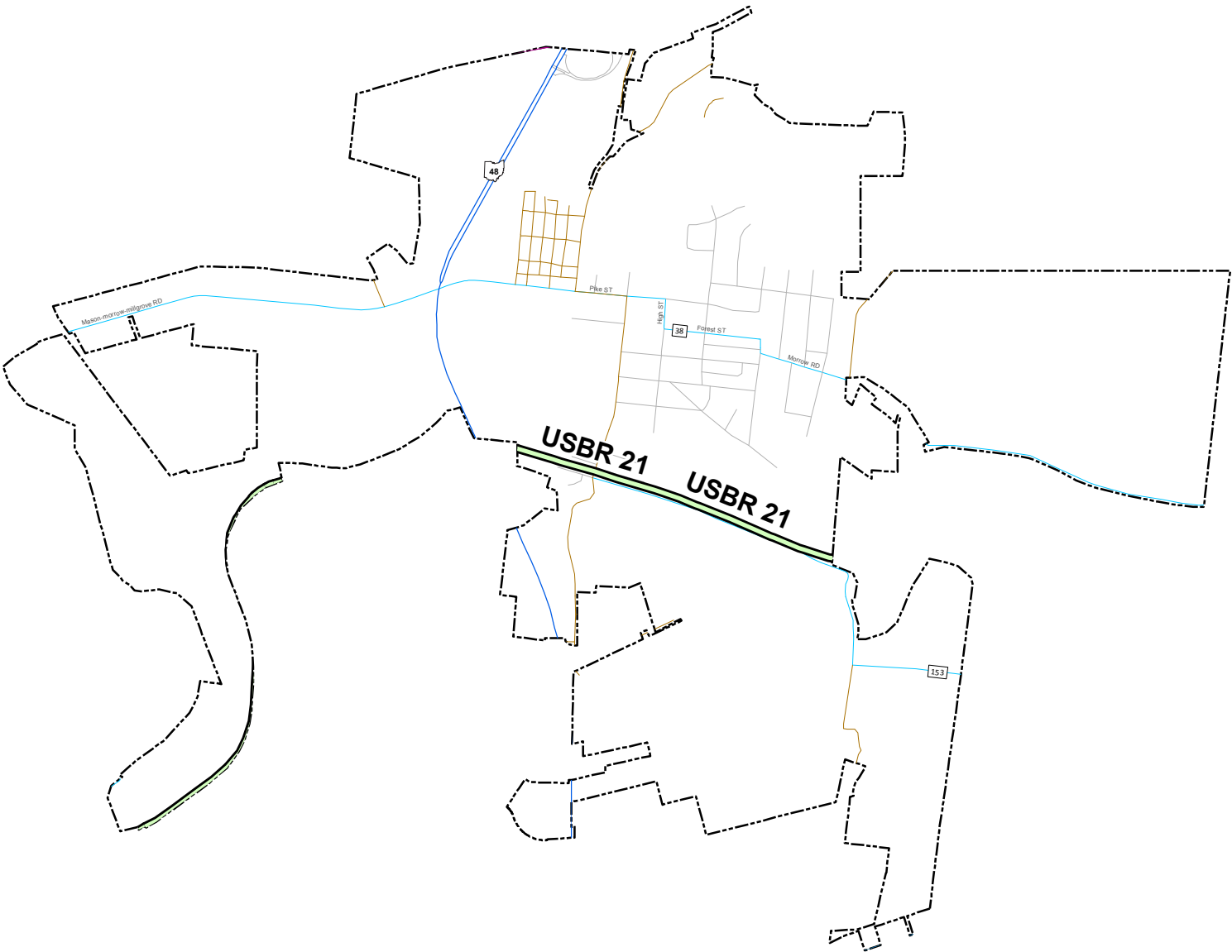
- **District Bicycle and Pedestrian Coordinators** – Coordinate route review and designation process for your district. Coordinate with MPOs, RTPOs, local government officials, trail owners, and bicycle advocacy groups within your district, and adjoining districts and states. Document process and outcomes. Secure resolutions of support from local jurisdictions.
- **MPOs and RTPOs** - Coordinate route review and designation process for your region. Coordinate with ODOT Districts, adjacent MPO/RTPOs, local government officials, trail owners, and bicycle advocacy groups. Document process and outcomes.
- **ODOT Central Office** – Coordinate statewide process and outcomes. Develop US Bike Route applications for AASHTO
- **County, Township, and Municipal Officials, Park Districts, and Other Trail Owners** – Active engagement in route refinement and designation process. Secure local government designation resolutions for your governmental jurisdiction.
- **Bicycle Advocacy Groups** – Participate in process. Work with local MPOs, RPOs, and ODOT Districts

Outcomes:

- Ohio network of AASHTO designated and signed US Bike Routes
 - Note, resolutions of support from all affected jurisdictions along the route are needed to secure an AASHTO designation.
- Ohio network of ODOT designated and signed statewide Bike Routes: We seek resolutions from each of these entities as well.
- Ohio local government resolutions of support for respective final US and State bike routes
- Narrative turn by turn directions for each Ohio US and Statewide Bicycle network route (A sample route map, narrative and signed resolutions for recently designated US bike route 50 are attached for reference).

US & State Bike Route

Designation Maps - SOUTH LEBANON



Route Designation Type

- SR Designated
- SR Proposed
- US Designated
- US Proposed

Roads by Type

- Other Routes
- Interstate Route
- United States Route
- State Route
- County Road
- Township Road

Date: 12/30/2016

0 0.1250.25 0.5 0.75

Miles

OHIO DEPARTMENT OF
TRANSPORTATION
Division of Planning
Office of Program
Management



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: December 30, 2016

Subject: 2017 Sheriff Contract Addendum

Attached is a resolution and contract addendum for the contract with the Warren County Sheriff's Office for 2017. There are also the changes by line item.

The overall budget for 2017 decreased by \$216.96. This is the final year of the 3-year contract with the Sheriff's Office

Please let me know if you have any questions.

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

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH
WARREN COUNTY SHERIFF AND WARREN COUNTY COMMISSIONERS FOR
POLICE PROTECTION IN THE VILLAGE OF SOUTH LEBANON FOR THE
CALENDAR YEAR 2017**

WHEREAS, providing public safety is one the most critical functions of local municipal government; and,

WHEREAS, the Village, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, and most recently a three (3) year term to include 2015, 2016, and 2017, and,

WHEREAS, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the Village for the calendar years 2017, thereby amending the Agreement for Police Protection with the only modifications being a three-year term and an increase in the cost for the 2017 services, all other terms and conditions shall remain the same.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Addendum to the Police Protection Agreement for police protection in the Village of South Lebanon for the calendar year 2017, a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2017.

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

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

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

Adopted this ____ day of _____, 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: _____

Addendum to Agreement For Police Protection

WHEREAS, the parties entered into an agreement for Police Protection (the Agreement) on August 24, 1998; and

WHEREAS, the parties have extended the terms of the Agreement by mutual consent, pursuant to the terms of the Contract; and


WHEREAS, the parties recognize that the police protection needs of the Village of South Lebanon have changed since the original draft of this agreement;

NOW, THEREFORE, the parties agree to amend the agreement for police protection as follows:

1. The Sheriff will provide five (5) full-time Sheriff's Deputies to provide police protection within the Village and
2. The Warren County Commissioners have agreed to pay for one deputy assigned to the Village of South Lebanon Sheriff's Office Post. The Sheriff's Office personnel assigned to the South Lebanon Post will also Patrol the unincorporated Union Township area. Payment for a Deputy in subsequent years of this Agreement shall be negotiated on a year by basis; however in the event that the Warren County Commissioners discontinue paying for one (1) Deputy assigned to the South Lebanon Post, the South Lebanon Post personnel will no longer patrol the unincorporated Union Township area on behalf of Warren County.
3. The Village, in consideration of the provisions of police protection, shall pay the Sheriff, through the Warren County Auditor, for four (4) of the aforementioned five (5) Deputies.
4. The Village of South Lebanon shall pay for all vehicles, equipment, fuel and the maintenance of the South Lebanon Post facility.

All remaining items of the Agreement for Police Protection will remain in full force and effect until January 1, 2018, unless amended by written agreement of the parties.

By


Larry L. Sims
Warren County Sheriff

12-9-16
Date

Page 2

South Lebanon Agreement

By Ordinance Number _____ of the Village of South Lebanon, Ohio
Date _____

James Smith
Mayor

Date

Sharon Louallen, Fiscal Officer

Date

Warren County Commissioners:

Dave Young, President

Tom Grossman, Vice President

Approved as to Form



Adam M. Nice
A.P.A. #0082728

Pat South, Member

ATTACHMENT A

2017 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Village of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2017 and continuing through 12:00 midnight on December 31, 2017.

2017 South Lebanon Enforcement Budget

1	Sergeant Boylan	Sergeant	1/20/1998	F	\$76,846.00
2	Deputy Pangallo	Deputy	1/9/2007	F	\$66,905.92
3	Deputy Ritchie	Deputy	9/29/2003	F	\$66,905.92
4	Deputy Stavermann	Deputy	3/10/1997	F	\$67,903.92
	Comp Time Payout				\$1,000.00
					\$279,561.76

630-2258

Updated: 5/19/2016

Total Payroll (102)				\$279,561.74
Overtime (114)				\$70,000.00
Holiday (115)				\$29,307.60
PERS (811)	18.10%	\$378,869.34		\$68,575.35
Benefits (820)				\$59,067.84
Single / Base	0	\$465.89	\$0.00	
Family / Base	4	\$1,230.58	\$59,067.84	
Couple / Base	0	\$615.29	\$0.00	
Waive	0	\$0.00	\$0.00	
Worker's Comp (830)	2%	\$378,869.34		\$7,577.39
Life Insurance (860)	4	\$10.00		\$480.00
Medicare (871)	1.45%	\$378,869.34		\$5,493.61
Total (South Lebanon Enforcement)				\$520,063.52

PAGE 2

2017 ADDENDUM FOR PAYROLL

EXPENSES:

12/07/2016

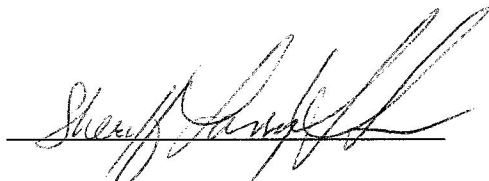
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

COST GRAND TOTAL	\$ 520,063.52
FIRST QUARTER INVOICE	\$ 130,015.88
SECOND QUARTER INVOICE	\$ 130,015.88
THIRD QUARTER INVOICE	\$ 130,015.88
FORTH QUARTER INVOICE	\$ 130,015.88

All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this ____ day of

_____,
20__, at _____, Ohio.



Sheriff Larry L. Sims

Mayor James Smith



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: December 30, 2016

Subject: Mason-Morrow Sewer Extension

Attached is a resolution and agreement with Choice One Engineering for engineering to extend gravity sewer from a manhole west of the First Baptist Church extending west toward State Route 48 to serve the properties along Mason-Morrow Road.

This project is necessary is extend the sewer prior to the start of the intersection project later next summer so that the new improvements won't need to be disturbed when sewer service is extended.

Let me know if you have any questions.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
CONSULTING ENGINEER SERVICES REQUIRED FOR THE MASON-MORROW-
MILLGROVE ROAD SANITARY SEWER EXTENSION PROJECT, AND
DECLARING AN EMERGENCY**

WHEREAS, the Village Council desires to extend sanitary sewer service to additional properties in the vicinity of Mason-Morrow-Millgrove Road west of State Route 48; and,

WHEREAS, construction of the State Route 48/Mason-Morrow-Millgrove Road project is scheduled to begin in July, 2017;

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

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

WHEREAS, immediate action is required to expedite the design process to ensure construction is complete prior to the start of the abovementioned intersection project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services in the Village of South Lebanon required for the Mason-Morrow-Millgrove Road Sanitary Sewer Extension Project for the lump sum fee of \$14,630, 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: _____
Sharon Louallen, 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



Date

December 30, 2016

Attention

Jerry Haddix
jhaddix@southlebanonohio.org

Address

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

Subject

Agreement for Professional Services
Mason-Morrow-Millgrove Road Sewer Extension
WAR-SLE-1702

Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Mason-Morrow-Millgrove Road Sewer Extension project.

This Agreement is by and between the Village of South Lebanon, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 4 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation



Nicholas J. Selhorst, P.E., Project Manager

12/30/16

Date

West Central Ohio
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
203 W. Loveland Ave.
Loveland, OH 45140
513.239.8554 Phone

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



Scope of Services

Project Snapshot

Choice One intends to provide construction plans and construction observation services for the addition of sanitary sewer on Mason-Morrow-Millgrove Road.

Project Details

- The project is located on M-M-M Road between S.R. 48 and Hayner Street (see attached exhibit of rough layout).
- The proposed sanitary will be 10" PVC SDR-26 conduit.
- The approximate project length is 1000'.
- Plans will be designed to ODOT and Ten State Standards.
- A topographic survey will be needed for this project.
- Maintenance of traffic will be covered by general notes. Only local traffic will be maintained. A detour plan will be provided.
- The sewer will most likely go on the south side of the road and tie into the existing manhole on the northwest corner of the First Baptist Church property.
- Sanitary sewer laterals will not be included in this project.
- Additional permanent right-of-way is not anticipated for this project. It is possible that a sewer easement may be needed. The legal description and exhibit for that potential easement would be an additional fee.
- Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary, with coordination with Choice One.
- Bidding and contract documents will be handled by the Client. Choice One will provide the plans and specifications and answer questions during the bidding process and attend the bid opening.
- The estimated construction cost is approximately \$100,000.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research at Warren County Recorder's Office.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from road centerline to 30' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- i. Provide one (1) foot contour intervals.

2. Construction Plans

- a. Title Sheet
- b. General Notes
- c. General Details
- d. Quantity Summary and Engineer's Estimate
- e. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- f. Maintenance of Traffic Notes and Detour Plan
- g. Provide plans to Client for use in bidding documents.
- h. Answer questions during bidding process.
- i. Attend bid opening.
- j. Review and analyze bids prior to award of contract.

3. Construction Supervision

- a. Attend a preconstruction meeting with the Village and contractor.
- b. Perform periodic construction observation (estimated four times a week for 3 hours a day depending on activity) to review project progress and observe construction as compared to the construction plans. Additional construction observation beyond the estimated 4 weeks of construction (48 total construction observation hours) will be at Choice One's standard hourly rates (attached).
- c. Review and approve contractor shop drawings.
- d. Review and approve pay requests.
- e. Process any necessary change orders.
- f. Prepare final project punch list.

Additional Services

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

1. Construction Layout Staking
2. Construction Bidding Procedures
3. Easement and Right-of-Way Plats or Descriptions
4. Record Drawings

Client Responsibilities

- Payment of all other agency-related fees.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Topographic Survey	\$2,480.00
Construction Plans	\$6,840.00
Construction Supervision	\$5,310.00
Total	\$14,630.00

Schedule

Choice One will have the construction plans complete, submitted to the EPA, and ready to bid within sixty (60) days after receipt of an executed Agreement.



TURTLECREEK RD.

STATE ROUTE 48

W. PIKE ST.

HAYNER ST.

RILEY AVE.

20'±

10" FM

10" NYS-8

8" SAN

8" SAN

10" FM
4" FM
8" SAN

10" SAN

10" SAN

10" SAN

10" SAN

10" SAN

2017 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$130
Professional Surveyor	\$105
Designer	\$90
Field Surveyor	\$95
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.

Choice One Engineering Corporation
Standard Terms & Conditions

3/26/2015

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or

portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Owner may not directly hire any employee of Choice One. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Ownership of Documents Documents prepared by Choice One for the Project are instruments of services and will remain the property of Choice One. Final documents of service will be based on the printed copy. If specified in the Choice One agreement, Choice One will furnish the final documents electronically; however, the Client releases Choice One from any liability that may result from documents used in this form. Choice One will be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: December 30, 2016

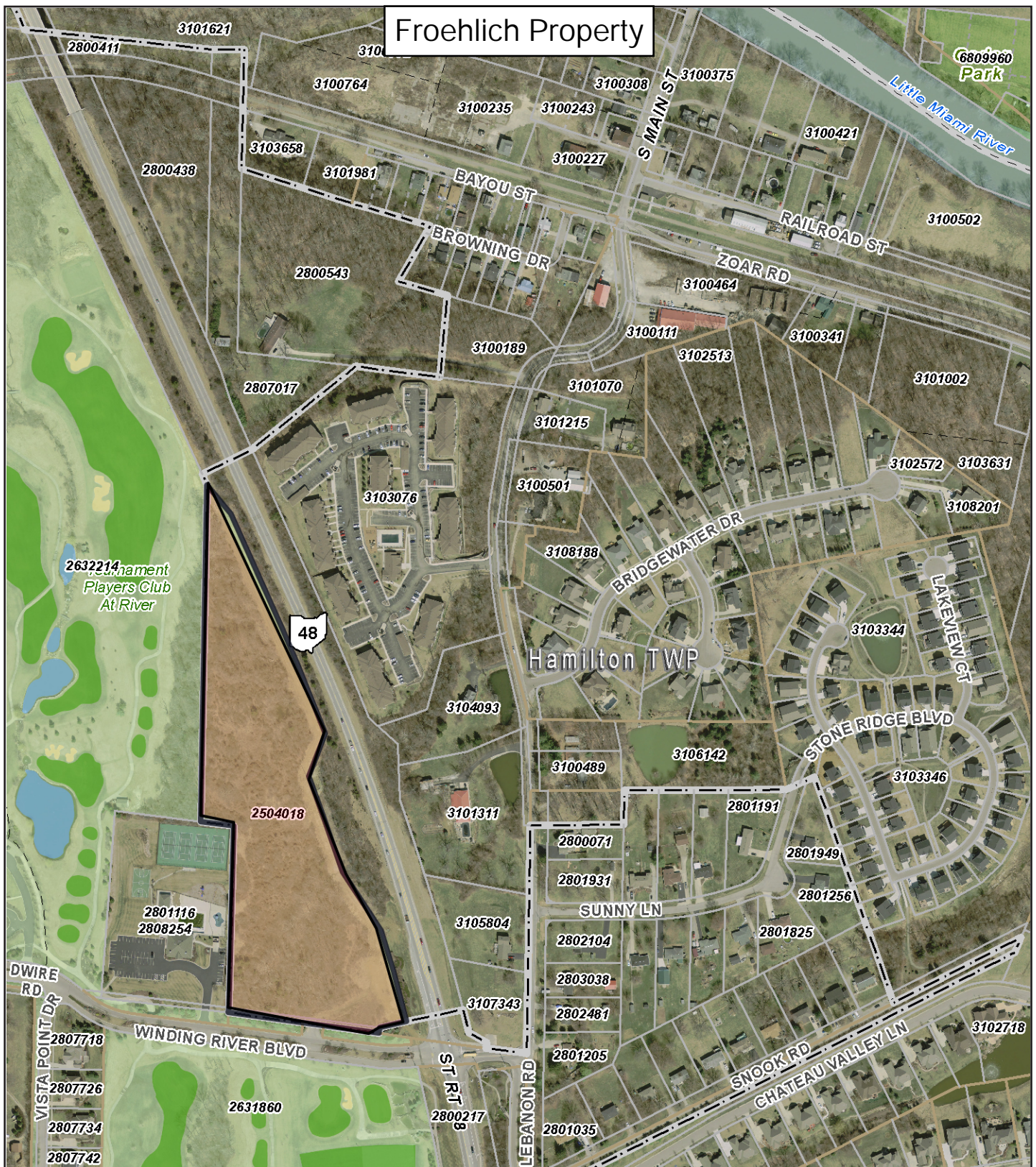
Subject: Froehlich Sewer Extension

Attached is a resolution and agreement with McGill Smith Punshon (MSP) for engineering to extend gravity sewer from the Froehlich property located at the northwest corner of State Route 48 and Winding River Boulevard to the sanitary sewer main located on Lebanon Road near the Cedar's apartment complex.

The property highlighted on the attached map was annexed by the Village in 2010. We have had discussions with a developer re: a possible development of this property. We are waiting on more details which should be coming soon.

This resolution and agreement is a non-emergency at this time so we'll have more details prior to adoption.

Let me know if you have any questions.



Warren County Legend

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

0 200 400
1" = 400 ft



This is a product of the Warren County GIS Department. The data depicted here has been developed with extensive cooperation from other county departments as other federal state and local government agencies. Warren County expressly disclaims responsibility for damages or liability that may arise from the use of this map. Any resale of this information is prohibited, except in accordance with a licensing agreement. Copyright 2009 Warren County GIS. Generated: 12/30/2016 12:23:32 PM

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

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR
CONSULTING ENGINEER SERVICES FOR ENGINEERING SERVICES FOR THE
FROEHLICH PROPERTY SANITARY SEWER EXTENSION PROJECT**

WHEREAS, the Village desires to extend Village sanitary sewer service to property at northwest corner of State Route 48 and Winding River Boulevard within the Village limits; and,

WHEREAS, McGill Smith Punshon, Inc. (MSP) has submitted a proposal that includes preliminary design, final design, topographic survey, easement preparation and preparation of documents to be submitted to the Ohio Environmental Protection Agency (OEPA) for said project; and,

WHEREAS, based on past performance and familiarity with the project, the Village staff recommends utilizing MSP for this project.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with McGill Smith Punshon Inc. for consulting engineer services required the Froehlich Property Sanitary Sewer Extension Project for a not to exceed amount of \$20,300.00, 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 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: _____
Sharon Louallen, 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



AGREEMENT FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix
Village Administrator
Village of South Lebanon (CLIENT)
99 North High Street
South Lebanon, Ohio 45065

For

Froehlich Property
Public Sanitary Sewer Main Extension
Village of South Lebanon, Ohio

MSP Project No. 06308.06

December 12, 2016

1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

1.1. Professional Civil Engineering Design Services:

1.1.1. Preliminary Design:

Utilizing Warren County GIS base mapping MSP will prepare a preliminary plan showing potential sanitary sewer alignments for consideration in an effort to determine the best alignment for final design. MSP will identify issues such as depth and potential conflicts with utilities.

MSP will prepare preliminary construction costs for each alignment for The Village's use in considering the best potential alignment for final design.

1.1.2. Final Design:

MSP will prepare detailed plans including title sheet, plans, profiles, elevations, sections, miscellaneous details, and specifications for work required to construct the proposed public sanitary sewer main extension. Details and recommendations of location for erosion and sedimentation control measures will be included.

Prepare on behalf of the Village of South Lebanon the required Ohio EPA applications for a "Permit to Install" after the design is finalized.

Distribute final design plans to the local utility companies for review, comment, and identify existing utility locations within the proposed construction limits.

A representative from MSP will attend meetings as requested by the Village of South Lebanon with a maximum of three (3) per this proposal. If additional representation at meetings is required, MSP will invoice the additional meetings on a time and material basis per the attached hourly rate schedule.

MSP will coordinate with the geotechnical engineering firm The Village contracts with on the project in an effort to establish and locate areas the geotechnical engineer will need to take soil borings and soil samples within the project limits.

MSP will prepare construction bid quantities for The Village's use in submitting to potential Bidders.

A representative from MSP will make site visits to view and report on the construction progress and procedures as requested by the Village of South Lebanon with a maximum of six (6) site visits per this proposal. If additional site visits are required, MSP will invoice the additional site visits on a time and material basis per the attached hourly rate schedule.

1.2. Topographic Survey for Design Phase:

Research public records to obtain deeds, surveys, and tax maps for affected parcels from the appropriate Warren County governmental agency.

Prior to starting the field surveying portion of the work MSP will provide the Village with a list of property owner names and mailing addresses for the Village's use in notifying the affected property owners of the proposed project.

Perform the necessary land surveying services and document research required to prepare base map information, which includes existing utilities, driveway locations and type (i.e. concrete, asphalt), roadways, roadway culverts with material, size and invert elevations, structures, finish floor elevations, vegetation, watercourses, and property lines of affected parcels with the respective property owner, parcel identification number, and address street number shown. Land surveying horizontal control to be North American Datum (NAD) 83 and vertical control to be North American Vertical Datum (NAVD) 88. Survey control points and temporary bench marks will be identified and shown on the plans.

Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.

MSP will prepare a topographic base map in accordance with the above stated scope of services.

1.3. Easement Documents:

MSP will prepare required survey easement documents to facilitate easement acquisition and other agreements. MSP will prepare the required easement plats and legal descriptions suitable for recording and processing by the appropriate Village and County agencies.

1.4. Submittals and Approvals:

MSP will provide to the client professionally stamped drawings and specifications. MSP will provide follow-up response to correction letters or comment's as provided to MSP by the Client and the State governing authority (OEPA).

1.5. Client's Responsibilities

The CLIENT is responsible for all permit fees and plan review fees charged by governmental agencies

2. COMPENSATION:

- 2.1. The Basic Fee for the services as described in Section I. shall be as follows:

We anticipate our fees to break down as follows:

Professional Civil Engineering	
Schematic Design	\$ 3,500.00
Final Design	\$11,500.00
Topographic Survey	\$ 4,500.00
Easement Documents	\$ 800.00 per document

Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.

- 2.2. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 2.3. All past due amounts shall bear interest at the rate of one and one-quarter percent (1 ¼%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- 2.4. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.
- 2.5. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule.

3. EXCLUSIONS

- 3.1. Exclusions from the scope of services include, but are not limited to, the following:

- 3.1.2. Individual lot surveys.
- 3.1.3. Construction Surveying Layout and Staking
- 3.1.4. Geotechnical and Environmental Investigations or Coordination
- 3.1.5. Design of Lift Stations.
- 3.1.6. Resident Inspections.
- 3.1.7. Construction Supervision or Administration.
- 3.1.8. As-Built Surveys.
- 3.1.9. Plan review, Application, Inspection, and Permit fees
- 3.1.10. Participation in Mitigation and Litigation
- 3.1.11. Video inspection of existing sanitary sewer and tap locations.

4. GENERAL TERMS

4.1. Client's Responsibility

MSP shall indicate to the CLIENT the project criteria, reports, surveys, site utility drawings and other information required to render the services specified herein. The CLIENT shall provide such information to MSP as is available. The foregoing information, surveys, reports and drawings shall be furnished at the CLIENT's expense, and MSP shall be entitled to rely upon the accuracy and completeness thereof.

Prompt written notice shall be given by the CLIENT to MSP if the CLIENT becomes aware of any fault or defect in the project or non-conformance with the contract documents.

The CLIENT shall designate a representative authorized to act in his behalf with respect to the project. The CLIENT or his representative shall examine the documents submitted by MSP and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of MSP's work. The Client is responsible for all permit fees and plan review fees charged by governmental agencies.

4.2. Standard of Care

In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

4.3. Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

4.4. Indemnifications

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.

4.5. Risk Allocations

In recognition of the relative risks and benefits of the project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.

4.6. Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

4.7. Instruments of Service

All reports, drawings, specifications, field data, calculations, estimates and other documents prepared by MSP for this project shall remain the property of MSP. The CLIENT shall be permitted to retain copies, including reproducible copies of the drawings, specifications and other documents for information and reference in connection with the CLIENT's use and occupancy of the project.

4.8. Ownership of Documents

All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its sub-consultants.

4.9. Defects in Service

CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4.10. Construction Activities

MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

4.11. Dispute Resolution

Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or medication in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

4.12. Relationship of Parties

All services provided by MSP are for the sole use and benefit of CLIENT.
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.

4.13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

4.14. Applicable Law

The law applicable to this Agreement is the state of the Project location

Respectfully submitted,

McGill Smith Punshon, Inc.

CLIENT
Approved and accepted.



Douglas A. Smith, P.E., P.S.
Project Engineer/Manager

0630806A-CLI-PRO-Civil-Village of South Lebanon-Cochran Road-San Sew Extension.docx

Signature

Title

Date_____

HOURLY RATE SCHEDULE

Principal	\$135-\$180.00/hour
Project Manager	\$90-\$165.00/hour
Registered Engineer	\$120-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner	\$90-\$130.00/hour
Professional Surveyor	\$85-\$180.00/hour
Designer/Job Captain	\$75-\$110.00/hour
CADD Operator/Technician	\$55-\$95.00/hour
Surveying (Monday through Friday)	

2 Man Crew.....\$135.00/hour

1 Man Crew.....\$95.00/hour

Technical Support

\$55-\$125.00/hour

Travel 54.0¢ per mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2016

**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.

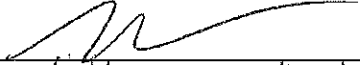
- (ii.) The Association hereby amends the Roadway Declaration to allow for the Existing Roadway to be converted to public streets or otherwise dedicated to the Village. To the extent the Roadway Declaration of the Association contains any other reference limiting or prohibiting the Existing Roadway from 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

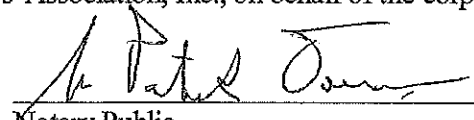

By: Katherine Meshesha
Board President
Date: 19 Oct 2016

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 18th 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 G/A 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 36, 43, Warren County, Ohio records.

Open Space Lot

Lot 65

12-01-477-072

Easement Only

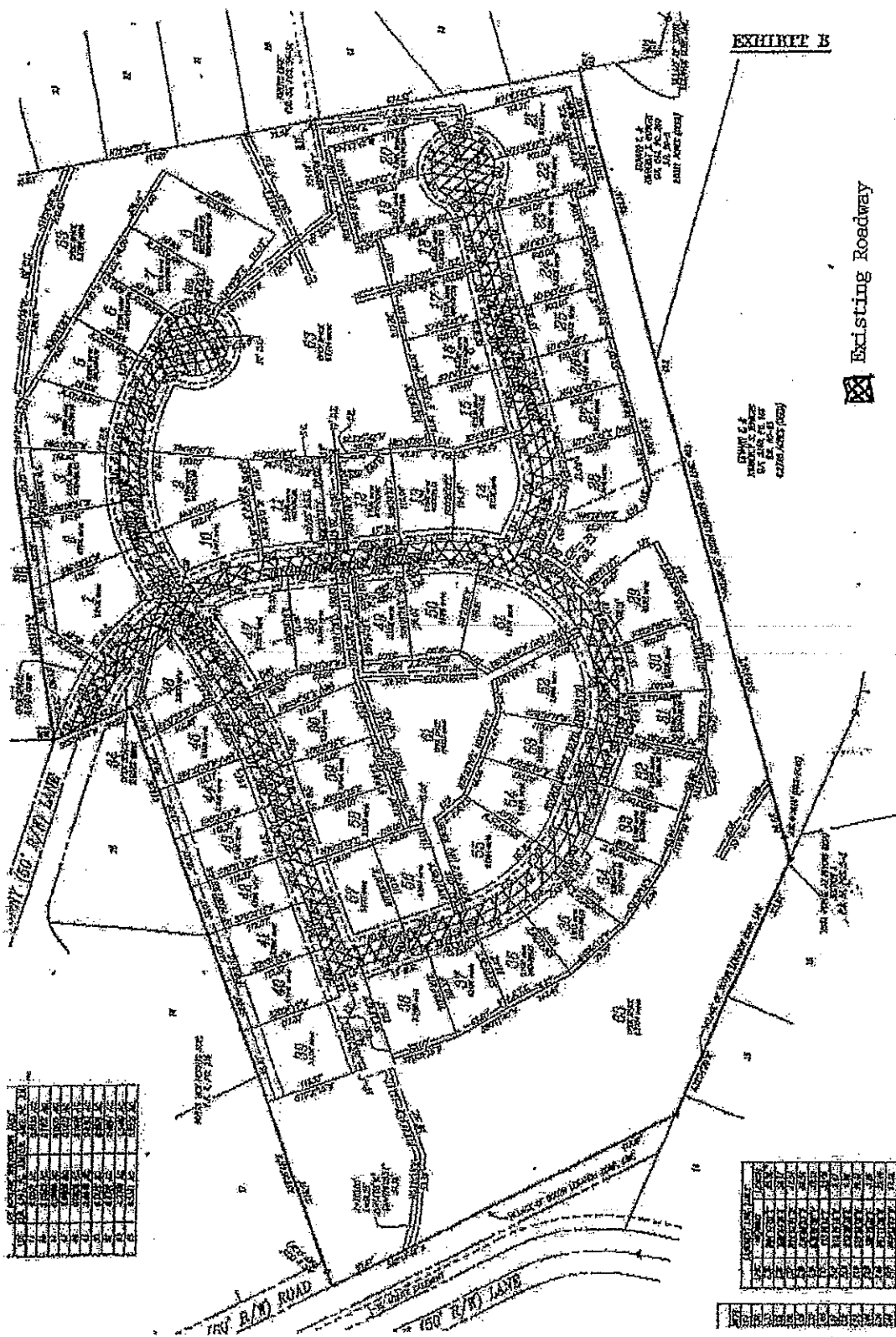


EXHIBIT B

Existing Roadway

1. EXISTING ROADWAY
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GRAPHIC SCALE



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

November 1, 2016

To: Village Council
From: Paul R. Revelson, Solicitor

Re: Village of South Lebanon v. Rock Castle Holdings, LLC Settlement

Dear Council,

I filed a takings suit against Rock Castle Holdings, LLC in Case No. 16CV088811, Warren County Common Pleas Court, on July 8, 2016. Said suit was filed as a requirement for the SR 48/Mason Morrow Millgrove improvement project. Rock Castle was the final property owner who would not agree to the proposed offer. On July 7, 2016 Council authorized the deposit of \$7,274.00 plus \$200.00 in filing fees with the Clerk which represented the fair market value appraisal by the Village's appraiser for the value of Rock Castle's property.

The Village and Rock Castle have tentatively agreed upon a settlement of the takings suit for \$9,294.40. Rock Castle initially requested over \$29,000. Case law research revealed the Village's counter-offer of \$9,294.40 was reasonable. Said amount reflects a thirty (30) percent increase of the original offer. According to our title services provider, said percentage increase is common in the industry and was similarly negotiated on other parcels for this project.

I am requesting a motion to approve the settlement and authorize the Fiscal Officer to disburse the remaining funds to the property owner via the title company.



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: December 30, 2016
Subject: Utility Bill – Scott Centers, 280& 282 E. Forest

Attached is an email from Scott Centers, the owner of 280 & 282 Forrest Avenue which he describes the water leak in the crawlspace of the duplex. These are rental units.

Here is a calculation of the amount of water that leaked but didn't go into the sewer:

(A)	Usage (7/16-10/16)(4 monthly bills) :	131,000 gallons
(B)	Average Monthly Usage :	28,000 gallons
(C)	Minimum Usage	<u>24,000 gallons</u>
(D)	Extra usage A-(greater of B or C)	103,000 gallons

$103,000/1000=103 \times \$1.65(\text{cost per 1,000 gallons}) = \169.95

Based on the above information, I am recommending motion to give a credit of **\$169.95** to be forgiven from Mr. Centers' sewer charges.

Elbert Allen

From: pizzaleighdee@yahoo.com
Sent: Thursday, December 15, 2016 11:54 PM
To: Elbert Allen
Subject: Water leak

Mr. Allen,

I would like to ask for the sewer portion of a high water bill to be forgiven. We got an excessively high water bill. When I realized it, I went into the crawlspace and found a rusted hole in a galvanized water pipe. I corrected it but was charged for the sewer as well and it did not go through the sewer.

The account number is 1010225000. If you notice, the leak appears to have begun in July. The usage went up in July to 10,000 gallons. August was 13000, September was 38000, and October was 70000.

I fixed it and the November bill was back to normal. If I can get the sewer portion, of the additional usage due the leak, it would help me a lot.

I would appreciate any consideration you can give.

Thank you

Scott Centers

513-535-6060

History View

Account 1 01 02250 00
 CENTER, SCOTT 513-535-6060
 280&282 E FOREST

Billing/Payment/Etc.

Date	Type	Amount	Balance	WATER	SEWER	GARBAGE	
2016/12/15	PAY	170.03	.00	67.72	70.51	31.80	
2016/11/30	BIL	170.03	170.03	67.72	70.51	31.80	
2016/11/15	PAY	461.72	.00	255.46	174.46	31.80	
2016/10/31	BIL	461.72	461.72	255.46	174.46	31.80	
2016/10/17	PAY	313.56	.00	160.10	121.66	31.80	
2016/09/30	BIL	313.56	313.56	160.10	121.66	31.80	
2016/09/15	PAY	197.81	.00	85.60	80.41	31.80	
2016/08/31	BIL	197.81	197.81	85.60	80.41	31.80	
2016/08/15	PAY	183.62	.00	76.66	75.46	31.50	
2016/07/29	BIL	183.62	183.62	76.66	75.46	31.50	
2016/07/15	PAY	169.73	.00	67.72	70.51	31.50	
2016/06/30	BIL	169.73	169.73	67.72	70.51	31.50	
2016/06/16	PAY	169.73	.00	67.72	70.51	31.50	
2016/05/31	BIL	169.73	169.73	67.72	70.51	31.50	
2016/05/16	PAY	155.10	.00	54.74	68.86	31.50	
2016/04/29	BIL	165.10	155.10	64.74	68.86	31.50	
2016/04/18	PAY	175.10	-10.00	74.74	68.86	31.50	
2016/03/31	BIL	165.10	165.10	64.74	68.86	31.50	
2016/03/16	PAY	142.88	.00	42.52	68.86	31.50	
2016/02/29	BIL	165.10	142.88	64.74	68.86	31.50	
2016/02/16	PAY	185.19	-22.22	85.93	67.76	31.50	
2016/01/29	BIL	162.97	162.97	63.71	67.76	31.50	

Exit

Readings / Usage

Date	Ty	Read	Usage
2016/11/21	A	1452	7
2016/10/24	A	1445	70
2016/09/21	A	1375	38
2016/08/23	A	1337	13
2016/07/20	A	1324	10
2016/06/21	A	1314	7
2016/05/23	A	1307	7
2016/04/20	A	1300	4
2016/03/22	A	1296	3
2016/02/22	A	1293	6
2016/01/19	E	1287	0
2015/12/16	A	1287	0
2015/11/19	A	1287	0
2015/10/19	E	1287	4
2015/09/18	A	1283	4
2015/08/18	A	1279	1
2015/07/21	A	1278	9
2015/06/23	A	1269	7
2015/05/20	A	1262	1
2015/04/20	A	1261	2
2015/03/18	A	1259	0
2015/02/23	E	1259	6

63K
 31K
 + 6K
 3K
 103K
 X 1.65
 169.95

Amount
 TO
 FORGIVE
 THANKS
 Speedy
 12-20-2016



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
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MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: January 3, 2017

Subject: 2016 GCWW Water Usage

At the last meeting, the question was asked about the status of water usage with Greater Cincinnati Water Works (GCWW). The current required minimum annual usage requirement is **102,473** CCF's (1 CCF=748 gallons). Based the last two (2) years usage, I am forecasting that the 2016 usage will be **109,455** CCF.

Our current rate with GCWW is \$1.86/CCF (\$0.0025/gal).

If you have any questions or need additional information, please let me know.

South Lebanon Annual GCWW Water Consumption

Usage Calculation for 1/1/16 through 12/31/16

Date	Consumption in CCF's	Consumption in Gallons	
January-16	9,090.4	6,799,619	
February-16	9,147.3	6,842,180	
March-16	8,609.5	6,439,906	
April-16	8,764.4	6,555,771	
May-16	9,019.2	6,746,362	
June-16	9,594.0	7,176,312	
July-16	9,542.4	7,137,715	
August-16	9,154.6	6,847,641	
September-16	9,074.4	6,787,651	
October-16	9,670.3	7,233,384	
November-16	8,739.8	6,537,370	
<i>December-16</i>	<i>9,049.0</i>	<i>6,768,652</i>	<i>Estimated</i>
Total Consumption:	109,455.3	81,872,564	
Minimum Usage:	102,473.0	76,650,000	
Difference: Actual vs Required Consumption:	6,982.3	5,222,564	
Current Price Per CCF:	\$1.86		
Balance Due:	\$0.00		
2014 Usage	107,003.5	80,038,618	
2015 Usage	106,774.7	79,867,476	

Jerry Haddix

From: Boylan, Sgt. Jeffrey M. <Jeffrey.Boylan@wcsooh.org>
Sent: Thursday, December 29, 2016 10:29 AM
To: Jerry Haddix
Subject: Traffic Survey
Attachments: Vista Ridge Traffic Survey December 2016.xlsx

Jerry

I have attached a spreadsheet showing the results of the traffic survey we conducted in the Vista Point subdivision. The survey included checking for speed on Vista Ridge and checking for vehicles failing to stop at Buena Vista and Vista Ridge. We started the survey on 12-5-2016 and ended it on 12-22-2016. We spent over 19 hours on this detail which resulted in one stop sign citation and one warning each for speed and stop sign.

Let me know if you have any questions.

Jeff

Sergeant Jeff Boylan
Warren County Sheriff's Office
South Lebanon Post
103 W. Forest Ave.
South Lebanon, Oh 45065
Office: 513-494-1062
Fax: 513-494-2884
E-mail: jeffrey.boyland@wcsooh.org

Location	Date	Times	Minutes in area	Unit	Speed/Stop Sign	Number of Vehicles	Slowest	Fastest	Average	Enforcment
Buena Vista @ Vista Ridge	12/5/2016	1400-1445	45	828	Stop Sign	18				None
Buena Vista @ Vista Ridge	12/7/2016	0615-0648	33	963	Stop Sign	4				None
Buena Vista @ Vista Ridge	12/8/2016	0603-0658	55	963	Stop Sign	17				1 warning
Buena Vista @ Vista Ridge	12/9/2016	0700-0713	13	828	Stop Sign	15				None
Buena Vista @ Vista Ridge	12/11/2016	1832-1900	28	852	Stop Sign	18				None
Buena Vista @ Vista Ridge	12/12/2016	0600-0700	60	963	Stop Sign	17				None
Buena Vista @ Vista Ridge	12/14/2016	0645-0710	25	963	Stop Sign	14				None
Buena Vista @ Vista Ridge	12/16/2016	0630-0657	27	828	Stop Sign	17				None
Buena Vista @ Vista Ridge	12/17/2016	1110-1143	33	852	Stop Sign	22				None
Buena Vista @ Vista Ridge	12/21/2016	0615-0700	45	963	Stop Sign	6				1 Citation
Buena Vista @ Vista Ridge	12/22/2016	0630-0700	30	963	Stop Sign	8				None
Buena Vista @ Vista Ridge	12/22/2016	1805-1831	26	852	Stop Sign	29				None
Vista Ridge	11/30/2016	2019-2045	26	852	Speed	14	16	28	23.5	None
Vista Ridge	12/1/2016	0710-0750	40	908	Speed	46	18	32	26.5	None
Vista Ridge	12/1/2016	1712-1744	32	908	Speed	41	17	35	26	1 @ 35 MPH warned.
Vista Ridge	12/2/2016	0645-0715	30	828	Speed	28	20	33	26.4	None
Vista Ridge	12/2/2016	1645-1716	31	852	Speed	43	16	31	25.3	None
Vista Ridge	12/3/2016	0706-0739	33	828	Speed	16	20	32	25.1	None
Vista Ridge	12/4/2016	1157-1225	28	828	Speed	31	20	32	25.6	None
Vista Ridge	12/5/2016	0615-0750	35	963	Speed	22	22	26	23	None
Vista Ridge	12/5/2016	1630-1700	30	828	Speed	18	21	31	24.6	None
Vista Ridge	12/6/2016	0608-0751	103	963	Speed	21	12	26	22.4	None
Vista Ridge	12/6/2016	1850-1915	25	908	Speed	21	18	33	26	None
Vista Ridge	12/8/2016	0710-0751	41	963	Speed	13	17	26	23.5	None
Vista Ridge	12/8/2016	1735-1803	28	852	Speed	30	20	31	25.6	None
Vista Ridge	12/9/2016	0715-0730	15	828	Speed	19	16	31	24.9	None
Vista Ridge	12/10/2016	1744-1801	17	852	Speed	19	21	30	24.9	None
Vista Ridge	12/12/2016	0700-0735	35	963	Speed	13	21	28	24.1	None
Vista Ridge	12/12/2016	1440-1500	20	828	Speed	22	19	32	24.9	None
Vista Ridge	12/13/2016	1635-1705	30	908	Speed	27	17	31	24.1	None
Vista Ridge	12/14/2016	1810-1830	20	908	Speed	22	18	30	23.6	None
Vista Ridge	12/15/2016	0700-0730	30	963	Speed	16	21	27	24.8	None
Vista Ridge	12/19/2016	0600-0630	30	963	Speed	12	22	29	25.3	None
Vista Ridge	12/19/2016	1409-1429	20	828	Speed	17	19	31	24.8	None
Vista Ridge	12/20/2016	0615-0630	15	963	Speed	9	23	27	24.9	None
Vista Ridge	12/20/2016	1815-1830	15	908	Speed	17	20	31	25.6	None
Totals			1149			722			24.8	1 Citation
			19.15 Hours							