

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
MAY 4, 2017
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:
 - Emergency Resolution 2017-25 authorizing plat for Shepherd's Crossing Section 2
 - Emergency Resolution 2017-26 authorizing development agreement for Shepherd's Crossing Section 2

Ordinance 2017-06 amending and establishing curfew for minors

Authorization of Invoices

Authorization of Minutes:
Regular Meeting – April 6, 2017
Workshop Meeting – April 6, 2017
Special Meeting – March 30, 2017
Regular Meeting – March 16, 2017
Regular Meeting – March 2, 2017
Workshop Meeting – March 2, 2017
Regular Meeting – February 16, 2017

6. Old Business:
 - Second Reading Ordinance 2017-05 setting compensation rates for full-time employees

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: May 3, 2017

Subject: Shepherd's Crossing Section 2 Final Plat & Development Agreement

Attached are resolutions to approve the final plat for the Shepherd's Crossing Section 2 Subdivision as well as the development agreement. All of the infrastructure improvements with the exception of the final course of asphalt were planned to already be completed. Due to the recent wet weather, the schedule has been pushed back about a week. The signed plat will not be release to the developer until all of the improvements are installed and approved by Choice One Engineering.

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A PLAT FOR SHEPHERD'S CROSSING SECTION 2
SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on March 28, 2017, and conditionally approved the final plat for the Shepherd's Crossing Section 2 (previously known as "Woodknoll Section 5A" Subdivision; and,

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

WHEREAS, immediate action is required to preserve the Village's authority to review and approve said subdivision plat, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Shepherd's Crossing Section 2 Subdivision Plat, a copy of which is attached hereto.

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

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

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

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

Adopted this 4th day of May, 2017.

Attest: _____
Nicole Armstrong, 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: / /2017

L:\Current Projects\2017\12-5418 Woodhill\Sec 3 & 5\CAD\AutoCAD Project.dwg (125418) Record Plat Shepherds Crossing Section 2.dwg, 5/2/2017 12:53:00 PM DWG To PDF.pc3

LOT NUMBER	PARCEL NUMBER
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	

NOTES

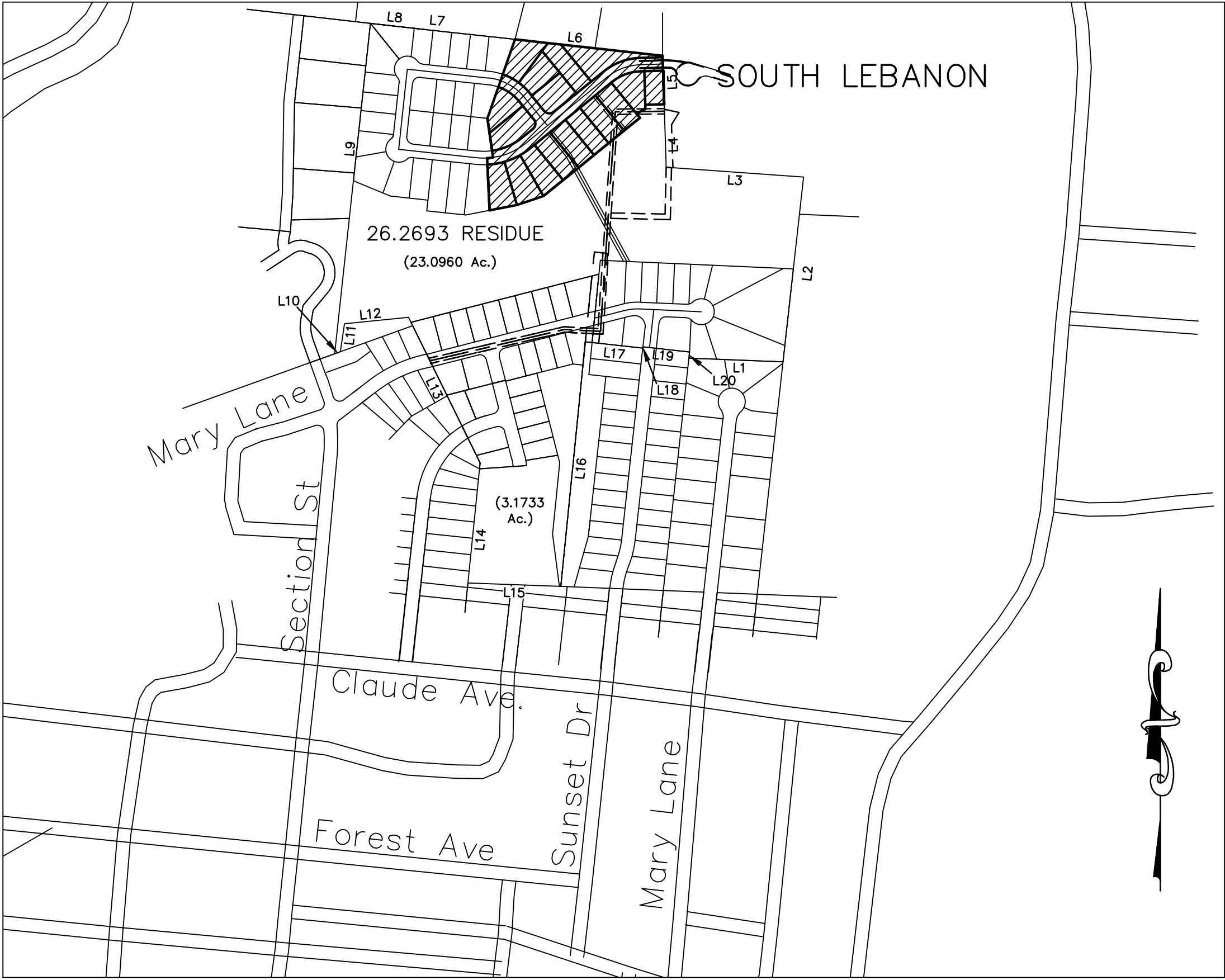
- EXISTING ZONE OF SITE. R3/PUD
- PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
- PROPOSED WATER SUPPLY: VILLAGE OF SOUTH LEBANON.
- PROPOSED SEWAGE DISPOSAL: VILLAGE OF SOUTH LEBANON.
- ALL BUILDING SETBACKS SHALL BE 25 FT., SIDE YARD SETBACKS SHALL BE 6 FEET MINIMUM/12 FEET TOTAL CONSISTENT WITH THE UNDERLYING ZONING, A 5 FEET DRAINAGE EASEMENT SHALL BE PROVIDED ALONG ALL SIDE LOT LINES, A 10 FOOT DRAINAGE EASEMENT SHALL BE PROVIDED ALONG ALL REAR LOT LINES.
- THE ABOVE PLAT IS BASED UPON A BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY McCARTY ASSOCIATES IN APRIL 1995.
- BASED UPON THE SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 390563 0005 C, DATED OCTOBER 18, 1994. ZONE "X" DENOTES AREAS BEING OUTSIDE 500 - YEAR FLOOD PLAIN.
- THE SIZE AND/OR LOCATION OF UNDERGROUND UTILITIES WAS PROVIDED BY THE UTILITY COMPANIES AND IS NOT WARRANTED CORRECT OR COMPLETE BY THE SURVEYOR.
- THE DEED REFERENCES AND SURVEYORS RECORDS AS LISTED ON THE PLAT WERE USED AS A BASIS FOR CARRYING OUT THE WORK.
- NO EVIDENCE OF OCCUPATION EXISTS ALONG PROPERTY LINES INDICATED BY SOLID LINES.
- ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- AREA IN LOTS: 5.1422 Ac.
AREA IN STREET: 1.1270 Ac.
TOTAL AREA: 6.2692 Ac.
- ALL LOTS AND COMMON AREAS SHALL BE SUBJECT TO ADMINISTRATION BY A HOMEOWNERS ASSOCIATION.
- COVENANTS AND RESTRICTIONS ARE RECORDED IN DOC. No. _____

OWNER/DEVELOPER

SHEPHERDS CROSSING DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249

SHEPHERDS CROSSING SECTION 2

SEC 32 - TOWN 5 - RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



OUTLINE SKETCH OF ORIGINAL TRACT
SCALE 1" = 400'

LINE TABLE		
LINE No.	BEARING	LENGTH
L1	N 87°41'42" W	350.95'
L2	S 6°19'59" W	693.22'
L3	S 85°58'34" E	513.34'
L4	S 1°47'42" E	216.59'
L5	S 1°52'25" E	199.54'
L6	S 83°41'17" E	553.58'
L7	S 83°45'09" E	333.98'
L8	S 83°30'43" E	207.56'
L9	N 6°10'32" E	1238.56'
L10	S 70°11'07" W	22.58'
L11	S 8°11'08" W	105.04'
L12	S 84°11'08" W	240.17'
L13	N 26°11'52" W	604.59'
L14	N 5°50'06" E	449.82'
L15	N 87°55'34" W	346.10'
L16	S 5°44'54" W	915.94'
L17	N 83°42'47" W	215.36'
L18	S 6°17'12" W	4.39'
L19	N 83°42'47" W	175.00'
L20	N 6°17'13" E	22.64'

APPROVALS

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 2017

VILLAGE OF SOUTH LEBANON

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2017, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION No. _____ ADOPTED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

ATTEST:
JAMES D. SMITH, MAYOR
NICOLE ARMSTRONG, FISCAL OFFICER

COUNTY AUDITOR

TRANSFERRED ON THIS _____ DAY OF _____, 2017

BY _____ DEPUTY
WARREN COUNTY AUDITOR

COUNTY RECORDER

FILE NO. _____
RECEIVED ON THIS _____ DAY OF _____, 2017 AT _____ M.
RECORDED ON THIS _____ DAY OF _____, 2017 AT _____ M.

RECORDED IN PLAT BOOK NO. _____, PAGE _____
FEE _____
BY _____ DEPUTY
WARREN COUNTY RECORDER

OWNER'S CONSENT AND DEDICATION.

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO DUKE ENERGY, VILLAGE OF SOUTH LEBANON WATER & SEWER, CENTURY LINK, AND TIME WARNER CABLE/SPECTRUM.

WE, THE UNDERSIGNED _____ HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS SHEPHERDS CROSSING, PHASE 2, A SUBDIVISION OF LOTS 31 TO 47 AND DO HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATE TO PUBLIC USE AS SUCH ALL OR PARTS OF THE ROADS, BOULEVARDS, CUL-DE-SACS, PARKS, PLANTING STRIPS, ETC. SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING PLATTING, HEALTH, OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE VILLAGE OF SOUTH LEBANON, OHIO, FOR THE BENEFIT OF THEMSELVES AND ALL OTHERS SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER OR THROUGH THE UNDERSIGNED. THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF THEIR KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LEIN HOLDERS HAVE UNITED IN ITS EXECUTION.

GRANT OF EASEMENT - DUKE ENERGY

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED _____ DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH PARTIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES _____ THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON EXCLUSIVE EASEMENTS, AS SHOWN ON THE WRITTEN PLAT AND DESIGNATED AS "PUBLIC UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE PUBLIC UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE PUBLIC UTILITY EASEMENTS AREA, NOR MAY THE PUBLIC UTILITY EASEMENTS BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICE TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

OWNERS

OWNER _____ DATE _____
FOR SHEPHERDS CROSSING DEVELOPMENT, LLC

STATE OF OHIO, VILLAGE OF SOUTH LEBANON, SS
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME _____ AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES _____

I HEREBY CERTIFY THAT THIS IS A ACCURATE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2013, AND THAT ALL MONUMENTS AND CORNER PINS WILL BE SET AS SHOWN.

Jason C. McConnaughey 4/11/17
JASON C. MCCONNAUGHEY, P.S. 8509 DATE



REVISIONS

REV. 3/29/17; 4/4/17; 5/3/17

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DRAWN: DWS CHECKED: LMP

McCARTY ASSOCIATES, LLC
ARCHITECTS — ENGINEERS — SURVEYORS

213 N. HIGH ST., HILLSBORO, OHIO 45133 PH: 937-393-9971 FAX: 937-393-2480

1515 ST. RT. 28 SUITE E, LOVELAND, OHIO 45140 PH: 513-722-0300 FAX: 513-722-0500

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www.mccartyassociates.com

SHEPHERDS CROSSING SECTION 2

SEC 32, TOWN 5, RANGE 3

UNION TOWNSHIP

VILLAGE OF SOUTH LEBANON

WARREN COUNTY, OHIO

DATE
APRIL, 2017

SCALE
AS NOTED

DRAWING NUMBER

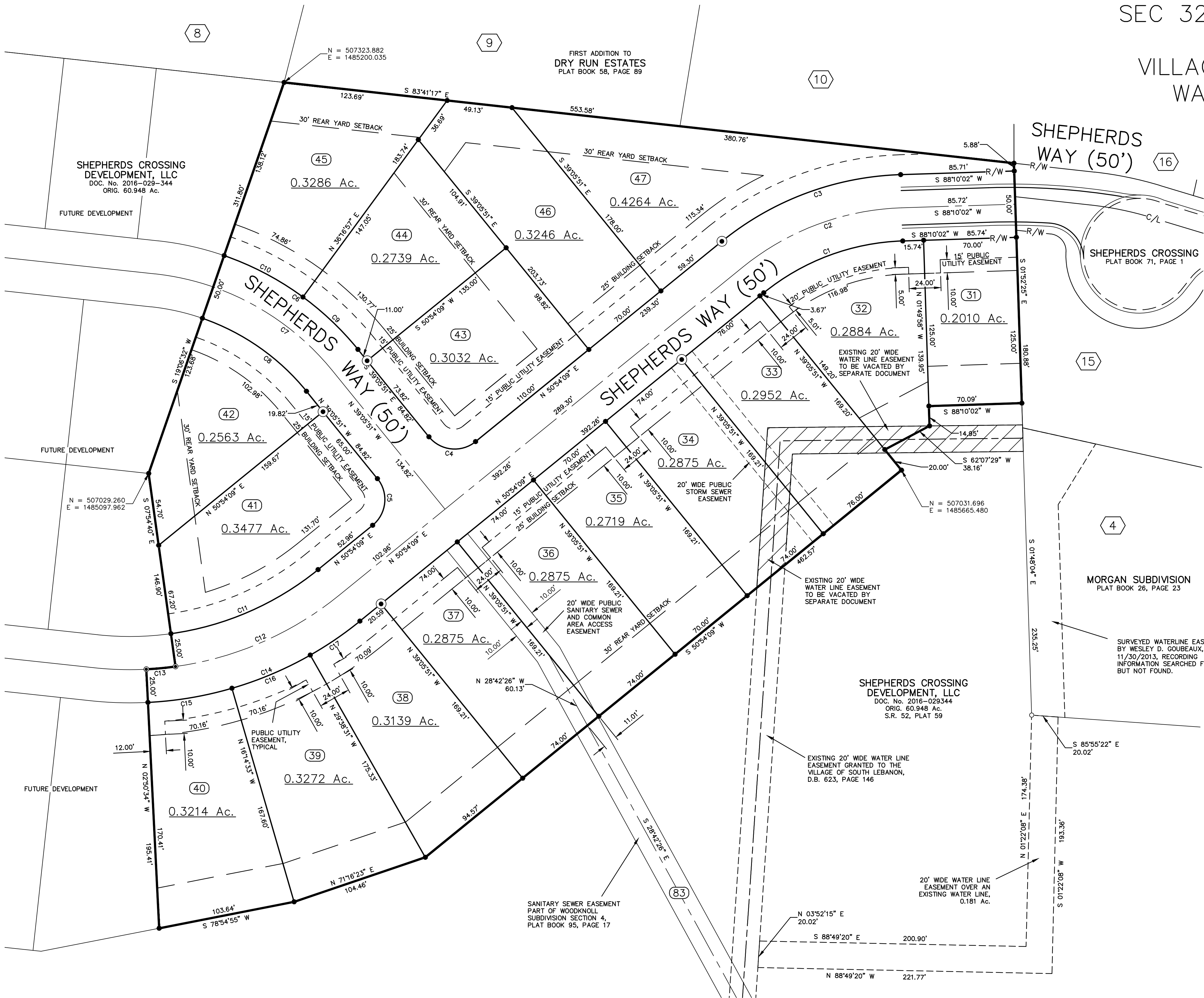
SHEET

E12-541B

1
2

SHEPHERDS CROSSING
SECTION 2

SEC 32 — TOWN 5 — RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



BEARINGS ARE BASED UPON THE GRID AZ (Az 133°32'44.2") BETWEEN NATIONAL GEODETIC SURVEY CORS STATION "LEBA" AND McCARTY ASSOCIATES GEODETIC SURVEY MONUMENT "BISHOP (3001)" AND DERIVED FROM GPS OBSERVATIONS TAKEN SEPTEMBER 19, 2012, UTILIZING THE TRIMBLE ODOT CORS VRS (VIRTUAL REFERENCE SYSTEM).

CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	113.82	175.00'	37°15'53"	111.82'	S 69°32'06" W
C2	130.08	200.00'	37°15'53"	127.80'	S 69°32'06" W
C3	146.34	225.00'	37°15'53"	143.77'	S 69°32'06" W
C4	39.27	25.00'	90°00'00"	35.36'	S 84°05'51" E
C5	39.27	25.00'	90°00'00"	35.36'	N 5°54'09" E
C6	124.78	225.00'	31°46'31"	123.19'	N 54°59'06" W
C7	110.91	200.00'	31°46'23"	109.49'	N 54°59'02" W
C8	97.04	175.00'	31°46'12"	95.80'	S 54°58'57" E
C9	57.41	225.00'	14°37'12"	57.26'	N 46°24'27" W
C10	67.37	225.00'	17°09'19"	67.12'	N 62°17'42" W
C11	122.47	225.00'	31°11'11"	120.96'	N 66°29'45" E
C12	136.08	250.00'	31°11'11"	134.40'	N 66°29'45" E
C13	22.11	250.00'	5°04'06"	22.11'	N 84°37'23" E
C14	174.01	275.00'	36°15'16"	171.12'	N 69°01'48" E
C15	64.31	275.00'	13°23'58"	64.17'	N 80°27'27" E
C16	64.31	275.00'	13°23'58"	64.17'	N 67°03'28" E
C17	45.38	275.00'	9°27'20"	45.33'	N 55°37'49" E

- NOTES:
- SIDE YARD SETBACKS SHALL BE 6 FEET MINIMUM/12 FEET TOTAL CONSISTENT WITH THE UNDERLYING ZONING.
- 5' DRAINAGE EASEMENTS SHALL BE PROVIDED ALONG ALL SIDE LOT LINES
- 10' DRAINAGE EASEMENTS SHALL BE PROVIDED ALONG ALL REAR LOT LINES

LEGEND

- 5/8" IRON PIN (SET) WITH PLASTIC CAP STAMPED "McCARTY ASSOCIATES"
- 1" IRON PIN (SET)

REVISIONS

REV. 4/4/17; 4/7/17; 5/3/17

THESE DRAWINGS ARE THE PROPERTY OF McCARTY ASSOCIATES, LLC AND SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT OF McCARTY ASSOCIATES, LLC.

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DRAWN: DWS CHECKED: LMP

McCARTY ASSOCIATES, LLC

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SHEPHERDS CROSSING SECTION 2

SEC 32, TOWN 5, RANGE 3

UNION TOWNSHIP

VILLAGE OF SOUTH LEBANON

WARREN COUNTY, OHIO

DRAWING NUMBER

E12-541B

SHEET

2

DATE

APRIL, 2017

SCALE

AS NOTED

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

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR SHEPHERD'S
CROSSING SECTION 2 SUBDIVISION WITH SHEPHERDS CROSSING
DEVELOPMENT LLC, AND DECLARING AN EMERGENCY**

WHEREAS, Section 15.20.7 of the Village's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the Village to enter into a development agreement with the Village relating to the construction of improvements within the subdivision; and,

WHEREAS, Shepherds Crossing Development, LLC. is the developer of Shepherd's Crossing Section 2 Subdivision in the Village, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the Village and its citizens relating to the construction of said Development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Development Agreement relating to Shepherd's Crossing Section 2 Subdivision with Shepherds Crossing Development LLC, a copy of which is attached hereto.

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

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

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

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

Adopted this 4th day of May, 2017.

Attest: _____
Nicole Armstrong, 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: ____ / ____ /2017

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the Village of South Lebanon, an Ohio Municipal Corporation, 99 S. High Street, South Lebanon, OH 45065 (the "Village"), and Shepherds Crossing Development, LLC, whose mailing address is 7861 East Kemper Road, Cincinnati, OH 45249, (the "Developer"), and (if applicable) West Chester Fire Insurance Company, whose mailing address is 525 W. Monroe Street, Suite 700 Chicago, IL 60661 ("the Surety"), is in accordance with the Village's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Village Administrator for the completion of the public and other improvements associated with the residential development known as Shepherd's Crossing Section 4 Subdivision ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the Village of South Lebanon, County of Warren, State of Ohio, located along Shepherd's Way, identified as Parcel # 13-323-351-020, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, in accordance with Sec. 15.20.7 (2) of the Village's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the Village's Subdivision Regulations, incorporated herein by reference; and

WHEREAS, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the Village right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall

remain private, if any, (intersections with street, sanitary, water and/or storm water systems of the Village); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the Village and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the Village, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the Village's Ordinances, Resolutions and Subdivision Regulations. The Village shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The Village will only consider this phased acceptance if this action would be, in the sole opinion of the Village Council, in the Village's best interest.

4. The Developer, upon completion of construction shall submit to the Village reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As-Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the Village's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the Village. Prior to acceptance of the Public Improvements by the Village, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the Village and in such a manner as no to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the Village's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the Village. The costs to the Village shall be based upon the Village Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the Village's staff, otherwise, the cost to the Village shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the Village and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the Village a reasonable amount as determined by the Village Administrator to pay for these additional costs.
- 8.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the Village and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the Village, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the Village, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving

operations associated with the development of the site by Developer. Such geotechnical engineer shall provide a written report and copies of the field notes to the Village upon completion of the same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

8.2 Before starting the construction of any improvements, the Developer shall ascertain from the Village Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Village Administrator or the Village Administrator's designee is less than twenty four (24) hours prior to a desired inspection.

8.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the Village has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

9.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the Village's Solicitor. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

9.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the Village ("Issuer") and issued in favor of the Council of the Village of South Lebanon, Ohio for the **Performance bond** in the sum of \$30,738.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public

Improvements yet to be completed as of May 4, 2017, in accordance with the Development Plan and the corresponding schedule of values approved by the Village (attached as "Exhibit D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Village Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the Village and shall contain the following language:

“It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Village Administrator, 99 S. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

“The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Village Administrator, 99 S. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in Shepherd’s Crossing Section 2 Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Shepherd’s Crossing Section 4 Subdivision.

The condition of Default shall occur when the Village Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the Village Council upon demand after the following have occurred: (i) the Village Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Village Administrator; (ii) the Village Administrator shall copy the Fiscal Officer on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Village Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Village Administrator within fourteen (14) days of the Default

Notice, unless the Village Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the Village Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Village Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the Village's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the Village Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the Village may solely determine, as well as apply the funds to any costs incurred by the Village which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Village Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the Village's Fiscal Officer within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to Village Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the Village Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading,

provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the Village.

Any such reduction shall be based on a schedule of values approved by the Village and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the Village.

9.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the Village's Fiscal Officer. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the Village Fiscal Officer, and the Village Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the Village Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.

9.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development

Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the Village's Fiscal Officer, and release of liability upon full payment.

9.2 Maintenance Bond. Upon completion of the final improvements as determined by the Village Administrator and engineer acting in the service of the Village and pursuant to the Subdivision Regulations, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the Village in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.

10. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before May 4, 2017 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time is hereby fixed by the Village as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the Village in its reasonable discretion but only after a written application filed with the Village Planning Commission. Such extension, however, will be conditioned upon the Developer providing the Village with updated costs sheets for improvements not yet constructed, and the Village may request additional bonding in an acceptable form as provided in paragraph 9 above.

11. Indemnification. The Developer agrees to indemnify and hold the Village harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the Village per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty

(30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the Village. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable

12. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the Village as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
13. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
14. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
15. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
16. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
17. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the

successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

18. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, SHEPHERDS CROSSING DEVELOPMENT LLC, referred to as the Developer herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

SURETY (if applicable)

IN EXECUTION WHEREOF, _____,
referred to as the Surety herein, has caused this Agreement to be executed by
_____, whose title is _____, on the date stated
below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2017,
before me, the subscriber, a Notary Public, in and for said County and State, personally
appeared the person known or proven to me to be _____, whose
title is _____ of _____, whose name is
subscribed hereto, and acknowledged the signing and execution of this Agreement is his
or her free and voluntary act and deed, and the free and voluntary act and deed of
_____, in accordance with a Power of Attorney
authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

[remainder of the page is blank]

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 2017-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Fiscal Officer, of the Village of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a Village Resolution authorizing them to so act.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: _____
Village Solicitor

Exhibit "A" - Legal Description of the Entire Tract(s)

[insert or attach hereto]

Exhibit “B” – Village’s Fee Schedule

[attach hereto]

Exhibit “C” – Professional Consultant’s Fee Schedule

[attach hereto]

Exhibit “D” – Cost Estimates Sheets

[attach hereto]



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: May 3, 2017
Subject: Curfew Ordinance

Attached, at the request of Sgt. Boylan, is an amendment to the Village's curfew ordinance. The amendments include changing the definition of "minor" to 18 years old. It also raises the fines to \$100.00.

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

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

**AN ORDINANCE AMENDING ORDINANCE NO. 94-09 AND ESTABLISHING A
CURFEW FOR MINORS**

WHEREAS, The Village of South Lebanon passed Ordinance No. 94-09, which established regulations for the curfew of minors within the municipal limits; and

WHEREAS, the Village of South Lebanon now desires to amend Ordinance No. 94-09.

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

Section 1. The Village hereby amends Section I(b) as follows:

(a) "Minor" means any person under the age of eighteen years.

Section 2. The Village hereby amends Section V(b) as follows:

(b) Any parent who shall violate any provision of Section III, after having received notice of a prior violation as provided in subsection (a) hereof, shall be fined not more than one hundred dollars (\$100.00), together with costs.

Section 3. The Village hereby amends Section V(c) as follows:

(c) Any operator of an establishment and any agents or employees of any operator who shall violate the provisions of Section IV, shall be fined not more than one hundred (\$100.00), together with costs.

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

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

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open

meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of _____, 2017.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____ / ____ /2017

ORDINANCE NO. 94-08

AN ORDINANCE ESTABLISHING
A CURFEW FOR MINORS

NOW, THEREFORE, BE IT RESOLVED by the legislative authority of the Village of South Lebanon, Ohio, that:

SECTION 1: DEFINITIONS

The following words and phrases shall have the meanings as set forth herein:

- (a) "Establishment" means any privately owned place of business carried on for a profit, or any place of amusement or entertainment to which the public is invited.
- (b) "Minor" means any person under the age of seventeen years.
- (c) "Official City Time" means Eastern Standard Time.
- (d) "Operator" means any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment; whenever used in any clause prescribing a penalty, the term "operator", as applied to associations or partnership, includes the members or partners thereof, and as applied to a corporation, includes the officers thereof.
- (e) "Parent" means any natural parent of a minor, a guardian or any adult person twenty-one years of age or over, responsible for the care and custody of a minor.
- (f) "Public Place" means any public street, highway, road, alley, park, playground, public building or vacant lot.
- (g) "Remain" means to loiter, idle, wander, stroll or play in or upon.
- (h) "Drive or ride aimlessly" means to drive or to ride as a passenger in or upon any public place by an unnecessarily circuitous route or to retrace the same route.

SECTION II: CURFEW HOURS; PROHIBITED CONDUCT; EXCEPTIONS

- (a) No minor shall remain in or upon any public place or any establishment between the hours of 10:30 p.m. and 6:00 a.m. of the following day, official City time, except that on Fridays and Saturdays the hours shall be from 12:00 midnight to 6:00 a.m.
- (b) No minor shall drive or ride aimlessly in an automobile, a truck or a motorcycle between the hours of 10:30 p.m. and 6:00 a.m. of the following day, official City time, except that on Fridays and Saturdays the hours shall be from 12:00 midnight to 6:00 a.m.
- (c) The provisions of this section shall not apply to any minor accompanied by a parent, or to a minor upon an errand or other legitimate business directed by such minor's parent, or to any minor who is engaged in gainful lawful employment during the curfew hours.
- (d) Any school, church, lodge or other organization which desires to hold any entertainment for minors under seventeen years of age, and which entertainment shall require such minors to be out at a later hour than provided in this section, shall make application to the City Manager for permission to have the minors stay out to a later hour. The application shall state the time the entertainment will end, and the minors who attend such entertainment shall be required to be off the streets and public places one hour after the entertainment is ended.

SECTION III: PARENTS' RESPONSIBILITIES

- (a) No parent shall knowingly permit any minor to remain in or upon any public place or any establishment between the hours of 10:30 p.m. and 6:00 a.m. of the following day, official City time, except that on Fridays and Saturdays the hours shall be from 12:00 midnight to 6:00 a.m.
- (b) The provisions of this section shall not apply to any parent who accompanies a minor, or to a parent who directs a minor upon an errand or other legitimate business, or to any parent of a minor engaged in gainful lawful employment during the curfew hours, or to any parent of a minor who shall attend any entertainment in accordance with the provisions of Section 531.02(d).

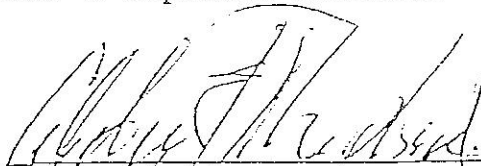
SECTION IV: OWNERS' AND OPERATORS' RESPONSIBILITIES

No operator of an establishment or their agents or employees shall knowingly permit any minor to remain upon the premises of such establishment between the hours of 10:30 p.m. and 6:00 a.m. of the following day, official City time, except that on Fridays and Saturdays the hours shall be from 12:00 midnight to 6:00 a.m.


SECTION V: ENFORCEMENT AND PENALTIES

- (a) Any police officer who finds a minor violating any provisions of Section II shall obtain information from such minor as to his name and address, age and the name of his parent or parents. The minor shall thereupon be instructed to proceed to his home forthwith. A written notice shall then be mailed by the Chief of Police to the parent or parents of the minor, advising of the violation of Section II.
- (b) Any parent who shall violate any provision of Section III, after having received notice of a prior violation as provided in subsection (a) hereof, shall be fined not more than fifty dollars (\$50.00), together with costs.
- (c) Any operator of an establishment and any agents or employees of any operator who shall violate the provisions of Section IV shall be fined not more than fifty dollars (\$50.00), together with costs.
- (d) Each violation of the provisions of this chapter shall constitute a separate offense.

Passed: 9-21-94


Albert E. Shepherd, Mayor

Attest:


Debra L. Humston, Clerk-Treasurer

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2017-05**

**AN ORDINANCE SETTING RATES OF COMPENSATION OF FULL-TIME
EMPLOYEES OF THE VILLAGE OF SOUTH LEBANON**

WHEREAS, in accordance with Ohio Rev. Code § 735.13, the legislative authority of a village shall fix the compensation and bonds of all officers, clerks, and employees of the village except as otherwise provided by law; and,

WHEREAS, per the U.S. Department of Labor, the Consumer Price Index (CPI) for Cincinnati area has cumulatively increased 7.1% for calendar years 2012 through 2016; and

WHEREAS, Village employees have received a cumulative four percent (4%) increase in their rate of pay since December 15, 2011; and

WHEREAS, the Mayor is recommending an increase to the rate of compensation of the Village's full-time employees as established by Ordinance #2013-15, as amended; and,

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

Section 1. The rate of compensation of the full-time employees of the Village of South Lebanon, beginning with the payroll period beginning the following Monday after the effective date, shall be as follows:.

HOURLY EMPLOYEES:

Tony Ledford	Superintendent	\$ 27.03
Chris Batchelder	Laborer II	\$ 22.52
Phil Kaufman	Water Specialist	\$ 22.74
Jim Coomer	Skilled Maintenance	\$ 22.85
Don Justison	Skilled Maintenance	\$ 21.12
Molly Corwin Hine	Tax Commissioner	\$ 19.27
Michele Sizemore	Tax Assistant	\$ 18.80
Amy Butler	Utilities Clerk	\$ 17.00
Brianna Yarbrough	Clerk of Court	\$ 17.51

SALARIED EMPLOYEES:

Jerry Haddix	Village Administrator	\$ 85,000.00
Nicole Armstrong	Fiscal Officer	\$ 58,000.00

Section 2. That Section 1 of Ordinance #2013-15 is hereby amended accordingly.

Section 3. That the Council is acting in its legislative capacity in approving this Ordinance.

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 passage of this Ordinance were conducted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Approved this ____ day of _____, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer James D. Smith, Mayor

Rules Suspended: / / (if applicable)	Effective Date – / /
Vote - ____ Yeas ____ Nays	
First Reading – / / -	Effective Date – / /
Second Reading – / /	
Third Reading– / /	
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
From: Jerry Haddix, Village Administrator
Date: May 3, 2017
Subject: School Building update

We have received the final plans and will be applying for the building permit this week. Hopefully, the HVAC will begin by the end of the month. We'll be bidding out the general contracting work soon thereafter.

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



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: May 3, 2017
Subject: Speed Trailer Information

Recently, Sergeant Boylan placed the “speed” trailer on Windsor Court and Vista Ridge Drive. Attached is a summary of the results of the traffic data. If you would like the detailed data, please let me know and I can forward it to you.

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

VISTA RIDGE DRIVE**All Traffic Solutions**

File	Traffic Data 4-12-2017.tdf
Date Range	3/23/2017 to 4/12/2017
Total Days of Data	21
Speed Limit	25
Time Range	12:00 AM to 11:59 PM
Average Speed	19
85% Speed	24
50% Speed	19
10 mph Pace Speed	20 to 29
High Speed	51
Low Speed	5
Display On/Off	On
Average Volume per Day	585

WINDSOR COURT

All Traffic Solutions

File	Traffic Data 5-2-2017.tdf	
Date Range	4/12/2017 to 5/2/2017	
Total Days of Data		21
Speed Limit		25
Time Range	12:00 AM to 11:59 PM	
Average Speed		16
85% Speed		19
50% Speed		15
10 mph Pace Speed	16 to 25	
High Speed		35
Low Speed		5
Display On/Off	On	
Average Volume per Day		286

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
MAY 4, 2017
7:00 P.M.

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

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