

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JULY 6, 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 2017-39 Authorizing Agreement
with OPWC for the Construction of St. Rt. 48/MMM
Rd. Intersection Project

Emergency Resolution 2017-40 Authorizing Fiscal
Officer to Submit Interim Tax Budget for 2018 to
County Auditor

Emergency Ordinance 2017-08 Revising and Increasing
Court Costs and Fees

Authorization of Invoices

Approval of Meeting Minutes:
Regular Meeting – May 18, 2017
Special Meeting – January 26, 2017

6. Old Business:

Second Reading Resolution 2017-36 Authorizing
Agreement with Jani-King for Janitorial Services

Second Reading 2017-38 Creating Permanent Position in
Public Works and Establishing Compensation

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, OHIO
RESOLUTION NO. 2017- 39

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A PROJECT GRANT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION IN THE AMOUNT OF \$628,320.00 FOR THE CONSTRUCTION OF THE STATE ROUTE 48/MASON-MORROW-MILLGROVE ROAD INTERSECTION PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, the Council passed Resolution 2016-40 on December 1st, 2016, authorizing the submission of a revised grant application to the Ohio Public Works Commission (OPWC) to assist in the funding of the State Route 48/Mason-Morrow-Millgrove Road Intersection Project in the Village of South Lebanon (the "Project"); and,

WHEREAS, OPWC has approved a grant for the Project in the amount of \$628,320.00 for the sole and express purpose of financing or reimbursing costs of the Project, subject to the parties executing an Agreement, a copy of which is attached hereto; and,

WHEREAS, immediate action is required for the Village to timely return the properly executed Agreement as OPWC has made the effective date of the Agreement July 1, 2017, and 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 further authorizes the Mayor and Fiscal Officer to execute the attached OPWC Project Agreement for the construction of the State Route 48/Mason-Morrow-Millgrove Road Intersection Project in the Village of South Lebanon.

Section 2. That the Village Administrator shall return the executed Agreement to the OPWC without further delay.

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 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 6th day of July, 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: 07/6/2017

OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT AGREEMENT

LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant Agreement (this "Agreement") is entered into **July 1, 2017** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Village of South Lebanon, Warren County** (hereinafter referred to as the "Recipient"), located at **99 North High Street, South Lebanon, OH 45065-** , in respect of the project named **State Route 48/Mason-Morrow-Millgrove Road**, and as described in Appendix A of this Agreement to provide an amount not to exceed **Six Hundred Twenty-Eight Thousand, Three Hundred Twenty Dollars (\$628,320)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **165-73446**

OPWC Project Control No. **DJU08**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION I. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction and improvement of roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section VI hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highway, road, street or bridge and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION II. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION III. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION IV. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION V. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION VI. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Recipient uses the reimbursement method.

- A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.
- B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section VI. B. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate payment in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- 1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- 2. If the request is for disbursement to the Recipient, a paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- 3. The Project Manager's certification pursuant to Section VI. B. of this Agreement;
- 4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- 5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations.
- D. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to

the OPWC Director for the execution of an amendment to this Agreement.

- E. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section II hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION VII. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION VIII. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds.
- B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION IX. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

- A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;
- D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;
- E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;
- F. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II hereof:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital

Improvements," as defined in the Law;

2. All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

G. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section II of this Agreement to fund the Project to completion;

H. Construction Contract.

1. Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Section 164.05(A)(6) of the Revised Code;
2. Domestic Steel. The Recipient shall use and cause all of its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Section 153.011 of the Ohio Revised Code;
3. Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
4. Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
5. Construction Bonds. In accordance with 153.54, et. seq. of the Ohio Revised Code, the recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract;
6. Insurance. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance; and
7. Supervision. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

I. Minority Business Enterprise. The Recipient shall comply with the minority business requirements pursuant to Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code when making direct purchases of equipment, materials or supplies.

SECTION X. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION XI. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or

otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION XII. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION XIII. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION XIV. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION XV. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION XVI. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION XVII. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION XVIII. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION XIX. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION XX. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION XXI. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement

being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION XXII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **DJU08** as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

Honorable James D. Smith, Mayor

Village of South Lebanon
99 North High Street
South Lebanon, OH 45065-

By: _____
Michael Miller, Director

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

WITNESS

WITNESS

APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: **State Route 48/Mason-Morrow-Millgrove Road**

b) SPECIFIC LOCATION: **The project is improving the intersection of State Route 48 and Mason-Morrow-Millgrove Road in the Village of South Lebanon. From the center of the intersection, the project will extend 1,427 LF north on S.R. 48; 1,308 LF south on S.R. 48; 1,014 LF east on Mason-Morrow-Millgrove Road; and 896 LF west on Mason-Morrow-Millgrove Road.**

(Project Location Zip Code - 45065-)

c) PROJECT TYPE; MAJOR COMPONENTS: **This project will include the complete reconstruction, as well as the construction of additional lanes at the intersection of State Route 48 and Mason-Morrow-Millgrove Road. Recent growth in the area has caused increased congestion at this intersection, as well as an increase in traffic accidents. The Project will include additional turn lanes along all four (4) points of the intersection, improved storm water drainage, new traffic signals and the addition of street lighting at the intersection. The project design is complete and all necessary right-of-way has been acquired. See engineer's estimate in project application for approved bid items and quantities.**

d) PHYSICAL DIMENSIONAL CHARACTERISTICS: **The project will work on 2,735 LF of State Route 48 and 1,910 LF of Mason-Morrow-Millgrove Road. This will include roadway reconstruction and construction of additional lanes with associated storm water drainage and traffic control as listed in the attached engineer's estimate.**

APPENDIX A
Page 2

2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	07/22/2013	08/15/2016
Bidding Process	06/01/2017	07/31/2017
Construction	08/01/2017	08/01/2018

Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section VI. A. of this Agreement, and in accordance with the definitions set forth in Section I of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

- 1.) **Honorable James D. Smith/Mayor** to act as the Chief Executive Officer;
- 2.) **Sharon Louallen/Fiscal Officer** to act as the Chief Fiscal Officer; and
- 3.) **Jerry Haddix/Village Administrator** to act as the Project Manager.

Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section II of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the State Capital Improvements Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Six Hundred Twenty-Eight Thousand, Three Hundred Twenty Dollars (\$628,320)**. This financial assistance shall be provided in the form of a **Grant**. **The OPWC Grant Control No. is DJU08.**

Joint Funded Project with the Ohio Department of Transportation

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding sections IV, VI. A, VI. B, VI. C, and VII of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in Appendix C.

APPENDIX D

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **79%** of the total Project Cost. The OPWC participation percentage shall be **21%**. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) <u>PROJECT FINANCIAL RESOURCES:</u>	
i) Local In-kind Contributions	\$0
ii) Local Public Revenues	\$59,840
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT/FHWA	\$2,303,840
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$0
 SUBTOTAL	 \$2,363,680
 v) OPWC Funds:	 \$628,320
 SUBTOTAL	 \$628,320
 TOTAL FINANCIAL RESOURCES	 \$2,992,000
 b) <u>PROJECT ESTIMATED COSTS:</u>	
i) Project Engineering Costs:	
- Preliminary Engineering	\$0
- Final Design	\$0
- Construction Administration	\$272,000
ii) Acquisition Expenses:	\$0
iii) Construction Costs	\$2,720,000
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$0
 TOTAL ESTIMATED COSTS	 \$2,992,000

OHIO PUBLIC WORKS COMMISSION
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION

Disbursement Request Number: _____

Statement requesting the disbursement of funds from the Ohio Public Works Commission (OPWC) pursuant to Section VI of the Project Agreement (the "Agreement") executed between the Director of the OPWC (the "Director") and **Village of South Lebanon (165-73446), Warren County** (the "Recipient"), dated **July 1, 2017**, for the sole and express purpose of financing the capital improvement project defined and described in Appendix A of the Project Agreement (the "Project") and named and numbered as **State Route 48/Mason-Morrow-Millgrove Road, DJU08**.

EXPENDITURES PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) PRIOR <u>DISBURSED</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) PAID TO DATE <u>(Column 2 + 3)</u>
A) Project Engineering Costs				
1) Preliminary Engineering	\$0	\$ _____	\$ _____	\$ _____
2) Final Design	\$0	\$ _____	\$ _____	\$ _____
3) Construction Administration	\$272,000	\$ _____	\$ _____	\$ _____
B) Right-of-Way	\$0	\$ _____	\$ _____	\$ _____
C) Construction Costs	\$2,720,000	\$ _____	\$ _____	\$ _____
D) Materials Purchased Directly	\$0	\$ _____	\$ _____	\$ _____
E) Permits, Advertising, Legal	\$0	\$ _____	\$ _____	\$ _____
F) Construction Contingencies	\$0	\$ _____ N/A _____	\$ _____ N/A _____	\$ _____ N/A _____
G) Totals	\$2,992,000	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) PRIOR <u>DISBURSED</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) USED TO DATE <u>(Column 2 + 3)</u>
H) OPWC Funds	\$628,320	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$59,840	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
J) Other Public Revenues				
1) ODOT/FHWA	\$2,303,840	\$ _____	\$ _____	\$ _____
2) OEPA	\$0	\$ _____	\$ _____	\$ _____
3) OWDA	\$0	\$ _____	\$ _____	\$ _____
4) CDBG	\$0	\$ _____	\$ _____	\$ _____
5) Other _____	\$0	\$ _____	\$ _____	\$ _____
K) Total Local and Other Public Revenues	\$2,363,680	\$ _____	\$ _____	\$ _____
L) Totals (H+K for each column)	\$2,992,000	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Subdivision Name: Village of South Lebanon
Project Name: State Route 48/Mason-Morrow-Millgrove Road
OPWC Control No.: DJU08

Appendix E - Page 2

Disbursement Request # _____

Is this the final request for disbursement of OPWC funds? ☐ YES ☐ NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 79% of the total project cost.

AUTHORIZED CERTIFICATIONS

Changes to project officials must be submitted in writing.

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated _____%.

Jerry Haddix/Village Administrator

_____/_____/_____
Date

() - _____
Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section VI. B. and VI. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____, 20_____.

Sharon Louallen/Fiscal Officer

CFO Phone: () - _____

Honorable James D. Smith/Mayor

Subdivision Name: Village of South Lebanon, Warren
Project Name: State Route 48/Mason-Morrow-Millgrove Road
OPWC No.: DJU08
Project Manager: Jerry Haddix/Village Administrator

Disbursement Request # _____

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

- 1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (_____) _____ - _____
Federal Tax ID #: _____
- 2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (_____) _____ - _____
Federal Tax ID #: _____
- 3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (_____) _____ - _____
Federal Tax ID #: _____
- 4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (_____) _____ - _____
Federal Tax ID #: _____

OPWC Use Only

Accounting: _____

Approval by: _____

Auditor: _____

Date: ____/____/____



The Ohio Public Works Commission
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
<i>Commissioners</i>	John Jones	Thomas Hitchcock Randy Riley	Tom Waniewski William Woodard

July 1, 2017

Honorable James D. Smith
Mayor
Village of South Lebanon
99 North High Street
South Lebanon, OH 45065-

Re: Project No. DJU08

Dear Mayor Smith:

Your request for financial assistance has been approved for the project entitled State Route 48/Mason-Morrow-Millgrove Road in the amount of \$628,320. The enclosed Project Agreement defines your responsibilities in accepting this financial assistance. Please adhere to the following:

- Review the document carefully to be sure you understand your responsibilities and to check that it accurately describes your project.
- Agreements are preprinted. Changes to officers and minor schedule changes may be made and noted in a transmittal letter.
- Do not separate the pages of the Agreement.
- Sign both copies of the Agreement and have your signature witnessed.
- Return one copy of the Agreement to us and retain one for your records.
- Use the above referenced project number in your correspondence with our office as it will help expedite our ability to respond.

Do not proceed with construction or purchase of materials until the following has been completed:

- Return one executed copy of the Agreement.
- Prepare and forward a Request to Proceed to our office once bidding is complete.
- Receive a Notice to Proceed from us.

The Project Manager named in the Agreement will receive a separate mailing pertaining to our program requirements detailed on our website at <http://www.pwc.state.oh.us/> including the Request to Proceed, contractual requirements for bid documents, and reporting of in-kind or force account contributions. Your Chief Fiscal Officer will also receive a mailing pertaining to project financial information.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614/752-8118.

Respectfully,

Michael Miller
Director

cc: District Committee



The Ohio Public Works Commission
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
<i>Commissioners</i>	John Jones	Thomas Hitchcock Randy Riley	Tom Waniewski William Woodard

July 1, 2017

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Mayor
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99 North High Street
South Lebanon, OH 45065-

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Respectfully,

Michael Miller
Director

cc: District Committee



The Ohio Public Works Commission
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
<i>Commissioners</i>	John Jones	Thomas Hitchcock Randy Riley	Tom Waniowski William Woodard

July 1, 2017

Sharon Louallen
Fiscal Officer
Village of South Lebanon
99 North High Street
South Lebanon, OH 45065-

Re: Project No. DJU08

Dear Ms. Louallen:

Village of South Lebanon's request for financial assistance has been approved for the project entitled State Route 48/Mason-Morrow-Millgrove Road in the amount of \$628,320. The project's Chief Executive Officer, Honorable James D. Smith, has been mailed the agreement for review, execution and return to our office. You may view the unexecuted Agreement on our website at <http://www.pwc.state.oh.us/> on or before July 1st.

As the Chief Fiscal Officer designated in the Project Agreement, your role in carrying out the project is important. The following information is available on our website on the Chief Financial Officers Page (Financial Tab) to assist you.

- Instructions for the completion of Appendix E describe how to complete the Appendix E (disbursement form) that is attached to the Agreement. This three-page form must always be signed by the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section VI of the Project Agreement entitled "Disbursements". Your local share of this project will be the percentage of actual costs approved by the Commission based on the Participation Percentages as defined in Section I of the Agreement.
- Auditor of State Technical Bulletin 2002-04 explains the accounting methods to be used for Commission funded projects.
- W-9 and Vendor Information forms are only required for those vendors who have not done business with the State of Ohio, and if you'll be requesting us to pay your vendors directly.
- A sample "Payment Confirmation letter" which will be mailed to you for all disbursements made for this project. Letters are mailed monthly during the third week for the prior month's activity. Review your letters carefully and advise us of any errors or omissions.

Sharon Louallen

July 1, 2017

Page 2

To facilitate timely payments for this project your vendors are encouraged to enroll in the Ohio Shared Services' EFT Program. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through our website's CFO Page (referenced above) which provides the link to Ohio Shared Services. Questions should be directed to them at 877/644-6771.

We will not make a disbursement to any vendor unless we have received and authorized a Request to Proceed. We recommend that you meet with your Project Manager to discuss the Request to Proceed, disbursement process, and your respective responsibilities.

If you have questions, contact your Program Representative, Jennifer Kline, at 614/752-8118. Please reference your project number when calling or writing to us in order to expedite service.

Respectfully,

Michael Miller
Director



The Ohio Public Works Commission
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
<i>Commissioners</i>	John Jones	Thomas Hitchcock Randy Riley	Tom Waniowski William Woodard

July 1, 2017

Jerry Haddix
Village Administrator
99 N. High Street
South Lebanon, OH 45065-

Re: Project No. DJU08

Dear Mr. Haddix:

Village of South Lebanon's request for financial assistance has been approved for the project entitled State Route 48/Mason-Morrow-Millgrove Road in the amount of \$628,320. The project's Chief Executive Officer, Honorable James D. Smith, has been mailed the Agreement for review, execution and return to our office. You may view the unexecuted Agreement on our website at <http://www.pwc.state.oh.us/> on or before July 1st.

As the Project Manager designated in the Project Agreement, your role in carrying out the project is important. The following information is available on our website on the Project Managers page (Project Tab) to assist you.

- Contractual requirements for bid documents.
- In-Kind Contributions Allowable Costs - Information on how to document labor, equipment and materials.
- Instructions for the completion of Appendix E describe how to complete the Appendix E (disbursement form) that is attached to the Agreement. This three-page form must always be signed by the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section VI of the Project Agreement entitled "Disbursements". Your local share of this project will be the percentage of actual costs approved by the Commission based on the Participation Percentages as defined in Section I of the Agreement.
- Request to Proceed form and instructions
- Program Advisories

For projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and ODOT. Our office provides ODOT with the Project Agreement which ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with ODOT, they will refund the amount of funds offset by the Commission to the local subdivision.

Jerry Haddix

July 1, 2017

Page 2

To facilitate timely payments for this project your vendors are encouraged to enroll in the Ohio Shared Services' EFT Program. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through our website's CFO Page (referenced above) which provides the link to Ohio Shared Services. Questions should be directed to them at 877/644-6771.

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Respectfully,

Michael Miller
Director



The Ohio Public Works Commission

65 East State Street, Suite 312, Columbus, Ohio 43215-4213

Commission Chair Patrick Ginnett *Director* Michael Miller

Commissioners John Jones Thomas Hitchcock Tom Waniowski
Randy Riley William Woodard

Honorable James D. Smith
Mayor
Village of South Lebanon
99 North High Street
South Lebanon, OH 45065-

Re: Project No. DJU08

Dear Mayor Smith:

Your request for financial assistance in the form of a grant has been approved for the project entitled State Route 48/Mason-Morrow-Millgrove Road in the amount of \$628,320. Please note the following:

- A. An Agreement will be released by the Commission on July 1, 2017, assuming budget authority is in place.
- B. You must not award a construction contract or begin construction until our Agreement has been fully executed and returned.
- C. You must not begin construction until you have forwarded a Request to Proceed for the contractor and received a Notice to Proceed in return.
- D. You may initiate at your own risk engineering and design services.
- E. You may advertise for bids providing: 1) you follow the contractual requirements as posted on our website at <http://www.pwc.state.oh.us/>, and 2) you meet conditions B & C above.

The Project Manager named in the Agreement will receive a separate mailing pertaining to our program requirements detailed on our website at <http://www.pwc.state.oh.us/> including the Request to Proceed, contractual requirements for bid documents, and reporting of in-kind or force account contributions. Your Chief Fiscal Officer will also receive a mailing pertaining to project financial information.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614/752-8118.

Respectfully,

Michael Miller
Director

cc: Jerry Haddix, Sharon Louallen



The Ohio Public Works Commission
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
<i>Commissioners</i>	John Jones	Thomas Hitchcock Randy Riley	Tom Waniowski William Woodard

COPY of CEO Letter

Jerry Haddix
Village Administrator
99 N. High Street
South Lebanon, OH 45065-

Re: Project No. DJU08

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If you have questions, please contact your Program Representative, Jennifer Kline, at 614/752-8118.

Respectfully,

Michael Miller
Director

cc: Jerry Haddix, Sharon Louallen



The Ohio Public Works Commission

65 East State Street, Suite 312, Columbus, Ohio 43215-4213

<i>Commission Chair</i>	Patrick Ginnetti	<i>Director</i>	Michael Miller
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COPY of CEO Letter

Sharon Louallen
Fiscal Officer
Village of South Lebanon
99 North High Street
South Lebanon, OH 45065-

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If you have questions, please contact your Program Representative, Jennifer Kline, at 614/752-8118.

Respectfully,

Michael Miller
Director

cc: Jerry Haddix, Sharon Louallen

OPWC USE ONLY			
Subdivision Name: Village of South Lebanon			
OPWC Control No.: DJU08			
Project Manager: Jerry Haddix/Village Administrator			
Chief Executive Officer: Honorable James D. Smith/Mayor			
Chief Fiscal Officer: Sharon Louallen/Fiscal Officer			
Project Amount: \$2,992,000			
OPWC %: 21%			
OPWC Amount: \$628,320			
LOCAL %: 79%			
LOCAL Amount: \$2,363,680			

OPWC Control No.: DJU08

Chief Fiscal Officer: Sharon Louallen/Fiscal Officer

LOCAL Amount: \$2,363,680

[illegible]



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: Jerry Haddix, Village Administrator
From: Nicole Armstrong, Fiscal Officer
Date: July 5, 2017
Subject: Interim Tax Budget for FY2018

Attached is the emergency resolution approving and authorizing the Fiscal Officer to submit the Interim Tax Budget for FY2018 to the County Auditor. The Interim Tax Budget must be adopted by July 15th.

Each year by July 20th, the Fiscal Officer must submit a preliminary interim tax budget to Warren County for the following fiscal year to provide for the uninterrupted funding of the Village's operations.

If you have any questions, do not hesitate to contact me.

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017- 40

**A RESOLUTION APPROVING OF AND AUTHORIZING THE FISCAL OFFICER
TO SUBMIT THE [INTERIM] TAX BUDGET FOR FY2018 TO THE COUNTY
AUDITOR, AND DECLARING AN EMERGENCY**

WHEREAS, the Village is required to timely submit an [interim] tax budget for each fiscal year to the County Auditor; and,

WHEREAS, the Fiscal Officer has prepared the FY2018 [interim] tax budget for the Village, and provided a copy to the Council; and,

WHEREAS, immediate action is required for the Village's FY 2018 [interim] Tax Budget to be timely submitted to the County Auditor in order for the Village to fund its FY2018 operations, 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 does hereby approve of the [interim] Tax Budget prepared by the Fiscal Officer for FY2018.

Section 2. That the Council does authorize the Fiscal Officer to submit the [interim] Tax Budget for FY2018 to the County Auditor.

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 6th day of July, 2017.

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

Rules Suspended: 07/06/2017 (if applicable)	Effective Date – 07/06/2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 7/6/2017

VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2017- 08

**AN ORDINANCE REVISING AND INCREASING COURT COSTS AND FEES FOR
THE VILLAGE OF SOUTH LEBANON MAYOR'S COURT, AND DECLARING AN
EMERGENCY**

WHEREAS, the Court Clerk, Magistrate, and Solicitor have conducted a review of the current court costs, fees, and bond schedule of the Village of South Lebanon Mayor's Court; and,

WHEREAS, the Court staff have recommended revisions to the South Lebanon Mayor's Court Cost and Fee Schedule (attached hereto as Exhibit A), and the South Lebanon Mayor's Court Bond Schedule (attached hereto as Exhibit B);

WHEREAS, said recommendations reflect changes permitted by the Ohio Revised Code and are comparable to other local municipal and mayor's court costs and fees;

WHEREAS, immediate action is required to institute these costs and fees for upcoming court cases and 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, Ohio, at least two-thirds of all members elected hereto concurring:

Section 1. That the attached costs, fees, and bond schedule, attached hereto as Exhibits A and B are hereby approved.

Section 2. That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

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

Section 4. 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 5. 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 ____ day of July, 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

South Lebanon Mayor's Court

Court Cost and Fees

Cost:

\$75.00

Fees:

Warrant	\$50.00
Warrant Mileage	Varies
Warrant Block	\$10.00
Diversion	\$200.00
Licenses Cancellation	\$20.00
Registration Block	\$20.00
Driving Privileges	\$15.00
Witness & Subpoena	\$5.00

*(including for Deputies)

Certified Mail

Cost per Post Office

Failure to Appear Fee

\$15.00

Continuance Fee

1st one no charge

*(if Magistrate cont.'s no
fee. If setting for
Pre-Trial or Trial no fee)

2nd & on \$10.00

Capital Recovery

% Calculated by CRS

Returned Check

\$15.00

Court Appointed Attorney

\$25.00

Payment Plan

\$10.00

*(if Magistrate sets for pay or appear
no fee.)

Payment Plan Modification Fee

\$10.00

Personal/Service Fee (from SO)

\$20.00

Appeal to Warren Co. Court

\$20.00

Bond Administration Fee

10% of posted bond

SOUTH LEBANON MAYOR'S COURT BOND SCHEDULE

Effective: January 26, 2017

VIOLATIONS WHERE APPEARANCE MAY NOT BE REQUIRED

For the violations listed in this section, the Defendant may pay, by mail or in person, the fines listed for the respective offense(s) in lieu of court attendance, except where "Required Appearance" is indicated. Traffic offenders must show proof of insurance.

Failure to either pay the fines as described or appear in Court will result in a warrant to be issued for your arrest and/or cancellation of your operator's license.

SPEEDING VIOLATIONS

Up to 15 miles over	\$ 175.00	\$180.00
16 to 30 miles over	\$ 195.00	\$200.00
31 to 34 miles over	\$ 235.00	\$240.00
35 and over	Required Appearance	
Second speeding offense within 12 months (up to 34 miles over)	\$ 285.00	\$290.00
Second or more speeding offense within 12 months (35 miles & over)	Required Appearance	
Third or more speeding offense within 12 months	Required Appearance	
School Zone		
First offense within 12 months (up to 15 miles over)	\$ 235.00	\$240.00
Second offense within 12 months or 16 miles and over	Required Appearance	
Construction Zone (with or without workers)---The fine amount will be doubled and then costs added on.		
Failure to Stop for a school bus	Required Appearance	
Reckless Operation (Disregard of Safety—1st)	\$ 285.00	\$290.00
Expired Registration (Reg. Violation / Fail to file for Reg.).....	\$ 185.00	\$190.00
Fictitious Registration	\$ 285.00	\$290.00
No Operators License (includes No M/C Endor, Correc.Lense)	Required appearance	
Expired Operators License		
Expired up to 6 months	\$ 185.00	\$190.00
Expired OVER 6 months	Required Appearance	
Other Minor Misdemeanor <i>MOVING</i> Traffic offense without an accident	\$ 175.00	\$180.00
Other Minor Misdemeanor <i>NON-MOVING</i> Traffic offense without an accident	\$ 160.00	\$175.00
Other Minor Misdemeanor Traffic offense with accident, no injuries	\$ 205.00	\$210.00
Other Minor Misdemeanor Traffic offense with accident, with injuries	\$ 250.00	\$255.00
Minor Misdemeanor Possession offense	\$ 200.00	\$205.00

PARKING VIOLATIONS

Fire Lane Violation ..(Appearance Not Required)	\$ 135.00	\$140.00
Handicap Parking Violation ..(Appearance Not Required)	\$ 310.00	\$315.00
Other M-M Parking Violation ..(Appearance Not Required)	\$ 120.00	\$125.00

SAFETY VIOLATIONS (NON-MOVING VIOLATIONS)

Seat Belt		
Driver	\$ 106.00	\$111.00
Passenger	\$ 96.00	\$101.00
Child Restraint	\$ 180.00	\$185.00
Unsafe Vehicle	\$ 280.00	\$285.00
Open Container in a Motor Vehicle	\$ 225.00	\$230.00
Intoxicated Pedestrian on Highway	\$ 280.00	\$285.00
Consumption in a Motor Vehicle	\$ 320.00	\$325.00

DOG & KENNEL

Fail to Give Transfer of Ownership Certificate	\$ 275.00	\$280.00
Violation of Rabies Quarantine	\$ 275.00	\$280.00
Fail to Obtain License	\$ 195.00	\$200.00
Fail To Confine Dog(s)		
First Offense	\$ 195.00	\$200.00
Second (or more) Offense within one year	Required appearance	
Kinder Capture of Unregistered Dog or Examination of		
Dog Wearing Tag	\$ 195.00	\$200.00
Harboring Dog Wearing Unlawful Tag	\$ 195.00	\$200.00

PUCO

Operating An Out-of-Service Vehicle	Required Appearance
Out-of-Service Driver Operating A Vehicle	\$ 575.00 \$580.00
Possession of Intoxicating Beverage	Required Appearance
ALL OTHER PUCO VIOLATIONS (Example: Permit Viol.)	\$ 285.00 \$290.00
Insecure load, Overlength, Overwidth	\$ 285.00 \$290.00
Equipment Violation (1 st Offense)	\$ 275.00 \$280.00
Overweight ⁵	
0 – 2,000 lbs.	\$ 215.00 \$220.00
2,001 – 2,099 lbs.	\$ 255.00 \$260.00
In excess of 2,099 – 5,000 lbs.	
(Plus \$1.00 per hundred Wt. In excess of 2,000 pounds) (use \$.01) ..	\$ 255.00 \$260.00
5,001 – 5099 lbs.	\$ 365.00 \$370.00
5,100 – 10,000 lbs.	
(Plus \$2.00 per hundred Wt. In excess of 5,000 pounds) (use \$.02) ...	\$ 365.00 \$370.00
10,001 – 10,099 lbs.	\$ 595.00 \$600.00
10,100 – 30,000 lbs.	
(Plus \$3.00 per hundred Wt. In excess of 10,000 pounds) (use \$.03) ...	\$ 595.00 \$600.00

Example Formula for figuring bond amount:

If defendant is charged with 9,450 lbs. overweight:

$$9,450 \text{ lbs.} - 5,000 \text{ lbs.} = 4,450 \text{ lbs.} \times \$0.02 = \$89 + \$335 = \$394$$

Or you can use:

$$9,450 \text{ lbs.} - 5,000 \text{ lbs.} = 4,450 \text{ lbs.} \text{ divided by } 100 = \$44.50 \times \$2.00 = \$89 + \$335 = \$394$$

WILDLIFE LAWS

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses ... (Appearance Not Required*)	\$ 275.00 \$280.00
M-4 Fishing Violations ... (Appearance Not Required*)	\$ 175.00 \$180.00
M-4 Offenses ... (Appearance Not Required*)	\$ 225.00 \$230.00
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$200.00
Hunting Without License ... (Appearance Not Required*)	\$ 275.00 \$280.00

*Upon requirement of the citing officer, or if serious injuries or death occurred, the Defendant must appear.

WATERCRAFT LAWS

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses	Required Appearance
M-4 Offenses	\$ 225.00 \$230.00
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$200.00

*Upon requirement of the citing officer, or if serious injuries or death occurred, the Defendant must appear.

PARKS & RECREATION

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses	Required Appearance
M-4 Offenses	Required Appearance
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$200.00
M-M Parking Violations ... (Appearance Not Required*)	\$ 135.00 \$140.00

*Upon requirement of the citing officer, or if serious injuries or death occurred, the Defendant must appear.

Speeding offenses within parks use SPEED Bond Schedule, above.

OTHER

Littering	\$ 275.00 \$280.00
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CRIMINAL AND TRAFFIC VIOLATIONS – APPEARANCE REQUIRED

MISDEMEANOR OFFENSES

Domestic Violence	No Bond Until Arraignment ¹
Violation of TPO	No Bond Until Arraignment ¹
M-1 Offense of Violence	\$ 20,000.00
M-1 Non-violent Offense	\$ 15,000.00
M-2 Offense of Violence	\$ 10,000.00
M-2 Non-violent Offense	\$ 7,500.00
M-3 Offenses	\$ 5,000.00
M-4 Offenses	\$ 2,500.00
M-M Offenses (see below)	\$ 2,100.00 ²

¹ Unless otherwise set by the Judge pursuant to R.C. § 2919.251.

² Upon requirement of citing officer, or if serious injury occurred the defendant must appear. Drug offenses must appear.

FELONY OFFENSES

F 1 Offenses	\$ 200,000.00
F 2 Offenses	\$ 150,000.00
F 3 Offenses	\$ 100,000.00
F 4 Offenses	\$ 50,000.00
F 5 Offenses	\$ 25,000.00

~~For offenses of Murder, Rape or Major Drug Offenders, the Judge shall be contacted to set the proper bond amount. In the absence of a bond determination by the Judge, the Defendant shall be held until arraignment without bond.~~

GENERAL PROVISIONS

Pursuant to Rule 46 of the Ohio Rules of Criminal Procedure, the following bond schedule is established for use in the Warren County Court.

Bonds may be satisfied by any of the following:

- 1) A surety bond;
- 2) A bond secured by real estate or securities as allowed by law.
- 3) The sum of ten percent (10%) of the amount of the bond in cash deposited with the Court.

Any bond money deposited with the Court will be returned to the person who deposited the bond on behalf of the defendant upon disposition of his/her case, after full payment of fines and costs and completion of all court orders, less a 10% fee retained by the Court pursuant to CrimR. 46(2).

All bail bonds posted will have a \$25.00 bail surcharge added to the defendant's case as a cost that is assessed by the State of Ohio. If the defendant is convicted, pleads guilty, or forfeits bail, the clerk sends the \$25.00 to the Treasurer of State (R.C. 2937.22).

No individual may be jailed for a minor misdemeanor traffic offense.

APPROVED:

Date: _____

Magistrate, Corwin Keith Nixon JR



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: Nicole Armstrong, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: July 5, 2017
Subject: Janitorial service – 2nd reading

Attached is a resolution and agreement for an agreement with Jani-King of Cincinnati to provide janitorial services for the administration building and W.C. Sheriff's Post. Jani-King's proposal is \$250 per month for one visit/week or \$300 per month for two visits/week. They would provide all of the cleaning equipment and supplies with the exception of paper products.

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

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017- 36

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A MAINTENANCE AGREEMENT WITH B&B
FRANCHISING, LLC DBA JANI-KING OF CINCINNATI (JANI-KING) FOR
JANITORIAL SERVICES FOR THE VARIOUS VILLAGE BUILDINGS**

WHEREAS, Staff has solicited proposals from janitorial companies and is recommending Jani-King of Cincinnati.

WHEREAS, Jani-King has provided the attached Agreement for services for a twelve (12) month period.

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 Maintenance Agreement with Jani-King, 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 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: _____
Nicole Armstrong, 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: _____

B&B Franchising LLC
D/b/a Jani-King of Cincinnati
3800 Red Bank Rd.
Cincinnati, OH 45227
Phone: (513) 771-8006
Fax: (513) 771-8335



United States

Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham • Boston
Buffalo • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jackson • Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Memphis • Miami
Milwaukee
Minneapolis
New Mexico
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland
Raleigh/Durham
Rhode Island
Richmond
Sacramento
Salt Lake City
San Antonio • San Diego
San Francisco
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Argentina

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto
Windsor

Great Britain

Birmingham
London

France

Korea

Mexico

Monterrey

New Zealand

Singapore

Spain

Turkey

Istanbul

Taiwan

July 5, 2017

Village of South Lebanon
Jerry Haddix
99 High Street
South Lebanon, OH 45065

Dear Jerry Haddix:

Thank you for taking the time to meet with me and discuss your facilities unique commercial cleaning needs. It is with great pleasure that Jani-King of Cincinnati provides you with the following customized cleaning proposal that we guarantee will meet and exceed your needs.

After thorough analysis of your facility, and backed by over 40 years of successful commercial cleaning experience, Jani-King of Cincinnati appreciates the opportunity to show the difference a truly professional cleaning company can have on your facility.

Your customized cleaning proposal is inclusive of all labor, supervision, cleaning equipment and supplies and contains the following:

- ☐ Company Profile
- ☐ Quality Control
- ☐ Customized Cleaning Schedule
- ☐ Pricing Schedule
- ☐ Maintenance Agreement
- ☐ Certificate of Liability Insurance
- ☐ Workers Compensation Insurance

Jani-King of Cincinnati understands that a successful relationship is built on communication and trust. We take our commitment to you very seriously because we know our future success depends on your continued satisfaction. **At Jani-King, we believe the customer is King!** That is why our dedicated operations team is available 24 hours a day, 7 days a week, to respond to our client's needs, and immediately deliver **RESULTS!**

In the event that you have questions or would like additional information please do not hesitate to contact me at (513) 771-8006 or by email at, PJhofferberth@janikingcin.com.

Best Regards,

PJ Hofferberth
Business Development Advisor
Jani-King of Cincinnati
Cell 513-623-4411

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Village of South Lebanon
99 High Street
South Lebanon
Ohio
Jerry Haddix

Named Areas:

A.	Offices/Conference Room
B.	Restrooms
C.	Break Room

I. EACH CLEANING

A. OFFICES/CONFERENCE ROOM

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point.
(Client provides trash receptacle liners)
2. Vacuum carpeting. Jani-King will not be responsible for removal of staples from carpets.
3. Clean and polish drinking fountains and water coolers.
4. Thoroughly dust the open areas of all horizontal surfaces, including desktops, files, window ledges, chairs, tables, and all manner of furnishings using a **Micro-fiber cloth**.
5. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed.
6. Dust mop hard surface floors using a **Micro Fiber Flat Mop System**.
7. Damp mop hard surface floors, taking care to get into corners, along edges, and beneath furniture.
8. Damp wipe entrance metal and fingerprints on entrance glass.
9. Spot clean front glass door.
10. Use an industry standard disinfectant for proper sanitation.

Client Initials_____

B. RESTROOMS

1. Stock towels, tissue and soap. (To be furnished by Client.)
2. Empty sanitary receptacles and wipe with a disinfectant.
3. Empty trash receptacles and disinfect.
4. Clean mirrors.
5. Wipe towel dispenser covers.
6. Clean and disinfect, inside and outside, all surfaces of toilets and urinals.
7. Scour and disinfect all basins. Polish bright work.
8. Remove splash marks from walls around basins, toilets, urinals and partitions.
9. Sweep/vacuum, wet mop and rinse restroom floors with a neutral sanitizer.

C. BREAK ROOM

1. All trash receptacles are to be emptied and trash removed to collection point. (Liners will be furnished by Client.)
2. Clean and polish drinking fountain.
3. Damp wipe all tables, chairs, counters, and trash receptacles.
4. Clean and polish all sinks.
5. Damp wipe exterior of all microwaves and refrigerators.
6. Dust mop hard surface floors using a **Micro Fiber Flat Mop System**.
7. Damp mop hard surface floor, taking care to get into corners, along edges, and beneath furniture.
8. Use an industry standard disinfectant for proper sanitation.

Client Initials_____

II. WEEKLY CLEANING

A. ALL NAMED AREAS

1. Dust all vertical surfaces of window sills, desk, file cabinets, chairs, tables, and other furniture.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.

III. MONTHLY CLEANING

A. ALL NAMED AREAS

1. Accomplished all high dusting to a maximum of twelve feet, including picture frames, blinds, door frames, ceiling vents, and cobweb areas.
2. Remove fingerprints and marks from around light switches and door frames.

Client Initials_____



PRICING SCHEDULE

FOR

Village of South Lebanon

99 High Street and 103 W. Forrest Avenue
South Lebanon, OH 45065

OPTION A

The Premises will be serviced (1) times per week
for a charge of:

TWO HUNDRED AND FIFTY DOLLARS
(\$250.00)

Tax Not Included
PER MONTH

OPTION B

The Premises will be serviced (2) times per week
for a charge of:

THREE HUNDRED DOLLARS
(\$300.00)

Tax Not Included
PER MONTH

Client Signature

Jani-King Signature

Print Name/Title

PJ Hofferberth/Business Development Advisor
Print Name/Title



Additional Services Offered By Jani-King

HIGH SPEED BURNISHING:

The process includes following wet mopping procedures to apply a layer of restorer onto the floor surface, then burnishing the floor. Burnishing will remove soil, heel, and scuff marks in the top layers of floor finish, as well as to produce a brilliant shine.

TOP SCRUB AND RECOAT:

This process will remove a portion of the top layers of floor finish, which contains the majority of the soil, dirt deposits, or other water soluble substances. Scrubbing is necessary when wet mopping and burnishing fail to remove soil and scratches from the hard surface floor; and prior to reapplying floor finish.

STRIPPING AND RECOATING:

Stripping is to remove all traces of the old finish in preparation for applying new coats of floor finish. Four to five coats of new floor finish will be applied. This will provide the floor with a protective coating and to fill pores and inconsistencies on the floor surface as well as provides skid resistance.

CARPET EXTRACTION:

Carpet Extraction is a deep cleaning corrective procedure. In extraction, pressure jets spray a cleaning chemical/hot water solution into the carpet. The Extractor immediately vacuums up the soiled cleaning solution into a recovery tank. The purpose of extraction is to deep clean the carpet to bring back an acceptable level of appearance.

Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these operations.

***** Please ask your sales professional today for a quote*****



JANI-KING OF CINCINNATI MAINTENANCE AGREEMENT



This Maintenance Agreement ("Agreement") is made as of the Effective Date outlined in Section 1.1, by and between, B&B FRANCHISING, LLC d/b/a JANI-KING OF CINCINNATI ("Jani-King"), and Village of South Lebanon. ("Client")

Facility Location:

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

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, _____.
- 1.2. The term of this Agreement shall be for **TWELVE (12)** months from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in the Cleaning Schedule, as attached hereto and made a part of this Maintenance Agreement.
- 1.4. The Services shall be performed at the location(s) listed under "Facility Location" of this Maintenance Agreement.
- 1.5. Jani-King agrees to provide the Service to the Named Areas (___) times per week on the days circled:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services and maintain the named areas in a neat, clean, and orderly condition as outlined in the Cleaning Schedule.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in Named Areas.
- 1.8. Jani-King agrees to carry at least \$5,000,000 in general liability insurance coverage as well as Workers Compensation coverage as prescribed by law.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum of \$ _____, also stated in the Pricing Schedule, attached hereto, on or before the last day of each month that Services are rendered. If applicable, Client agrees to pay for any charges relating to an Initial Clean and/or any future authorized additional cleaning Client may request. Client agrees to pay all sales or use tax levied by a taxing authority on the value of the Services rendered or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice. Jani-King agrees to provide Client an invoice a minimum of 30 days prior to its due date.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area(s) of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in Section 2.1. may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owners will not be within the protection or coverage of Client's Workers Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.

4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party.

In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipt delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. Client agrees to provide Jani-King, its designated Quality Control employees, and franchise owner reasonable access to all areas in which cleaning is being contractually performed during regular business hours to perform routine quality control checks and inspections.
- 5.2. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.3. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent.
- 5.4. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.5. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of Hamilton County, Ohio.
- 5.6. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.7. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, _____.

<div>Jani-King of Cincinnati</div> <div>Signature of Jani-King Authorized Agent</div> <div>PJ Hofferberth/Business Development Advisor</div> <div>Print Name/Title</div>	<div>Client Name</div> <div>Signature of Client's Authorized Agent</div> <div>Print Name/Title</div> <div>Client Contacts E-mail Address</div>
<div>Notice Address for Jani-King of Cincinnati:</div> <div>Attn: Operations Department</div> <div>3800 Red Bank Rd.</div> <div>Cincinnati, OH 45227</div>	<div>Billing and Notice Address of Client:</div> <div>A/P Name:</div> <div>Address</div> <div>City, State, Zip Code</div> <div>Phone Number</div> <div>E-Mail Address</div>

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

**A RESOLUTION ESTABLISHING COMPENSATION FOR THE ASSISTANT
SUPERINTENDENT POSITION IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, due to the expanding responsibilities of the Village Public Works Department, the Village requires an additional supervisory position in said Department; and,

WHEREAS, Council approval is required for a pay rate which exceeds the pay range established for the approved pay grade for a position ; and

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

Section 1. That compensation pay range for said position shall be equal to Pay Grade 4 (\$14.36/hour to \$19.39/hour) as set forth in the Village of South Lebanon Compensation Plan, as attached hereto and made a part hereof.

Section 2. That this Council hereby approves to the position of Assistant Superintendent at a pay rate up to \$24.00 per hour .

Section 3. That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

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 July, 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

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
JULY 6, 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