

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
DECEMBER 7, 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 2017-60 Executing a record plat for Grants Frederick Section 2, Block "A"

Emergency Resolution 2017-61 Executing a development agreement for Grants Frederick Section 2, Block "A"

Emergency Resolution 2017-62 Executing amendment to agreement with Choice One for Mason Morrow Millgrove Rd. sanitary sewer project

Authorization of Invoices for payment

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment



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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: December 5, 2017

Subject: Grants Frederick Section 2-A Final Plat & Development Agreement

Attached are resolutions to approve the final plat for the Grants Frederick Section 2 Block "A" Subdivision as well as the development agreement. All of the infrastructure improvements with the exception of the items listed on the cost estimate in the development agreement have already been completed.

This plat will create 17 lots on 4.97 acres along Grants Frederick in the Grants Frederick development.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-60**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A RECORD PLAT FOR GRANTS FREDERICK SECTION 2
BLOCK "A" SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on October 11, 2017, and conditionally approved the final plat for the Grants Frederick Section 2 Block "A" Subdivision; and,

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

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

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Grants Frederick Section 2 Block "A" Subdivision Record Plat, a copy of which is attached hereto.

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

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

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

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

Adopted this 7th day of December, 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

DEED REFERENCE

SITUATED IN VIRGINIA MILITARY SURVEY #1546, VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING 4.7845 ACRES OUT OF AN ORIGINAL 20.870 ACRE PARCEL OF LAND AS CONVEYED TO GRAND COMMUNITIES, LTD. AS RECORDED IN OFFICIAL RECORD 5307, PAGE 301, AND ALL OF 0.183 ACRES AND 0.001 ACRES ALL AS CONVEYED TO GRAND COMMUNITIES, LTD. AS RECORDED IN OFFICIAL RECORD 5429, PAGE 508 AS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GRANTS FREDERICK HOME OWNERS ASSOCIATION, INC. WHICH IS RECORDED IN THE DEED OF RECORDS OF WARREN COUNTY, OHIO, COMMENCING WITH OFFICIAL RECORD 5485, PAGE 600 AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENT(S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

OWNERS CONSENT AND DEDICATION

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

ANY "PUBLIC UTILITY EASEMENTS" SHOWN ON THIS PLAT AND TO THE EXTENT LOCATED IN EXISTING STREETS OF STREETS DEDICATED HEREBY ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF UNDERGROUND AND SURFACE MOUNTED WATER AND SEWER LINES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO: (1) REDUCE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO THE VILLAGE OF SOUTH LEBANON, DUKE ENERGY, UNITED TELEPHONE, CHARTER COMMUNICATIONS AND WARREN COUNTY.

OWNER: GRAND COMMUNITIES, LTD.

TODD E. HUSS
PRESIDENT

STATE OF: _____
COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME GRAND COMMUNITIES, LTD. AS REPRESENTED BY TODD E. HUSS, PRESIDENT, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S). WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE VILLAGE OF SOUTH LEBANON ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5589.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF PUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP MANS.

SIDWELL TABLE

OLD _____
OLD _____
OLD _____

59 _____
60 _____
61 _____
62 _____
63 _____
64 _____
65 _____
66 _____
67 _____
68 _____
69 _____
70 _____
71 _____
72 _____
73 _____
74 _____
75 _____
*76 _____
*77 _____

* DENOTES OPEN SPACE

SETBACKS

FRONT YARD = 5'
REAR YARD = 25'
SIDE YARD = 5'

ROAD WAY DATA

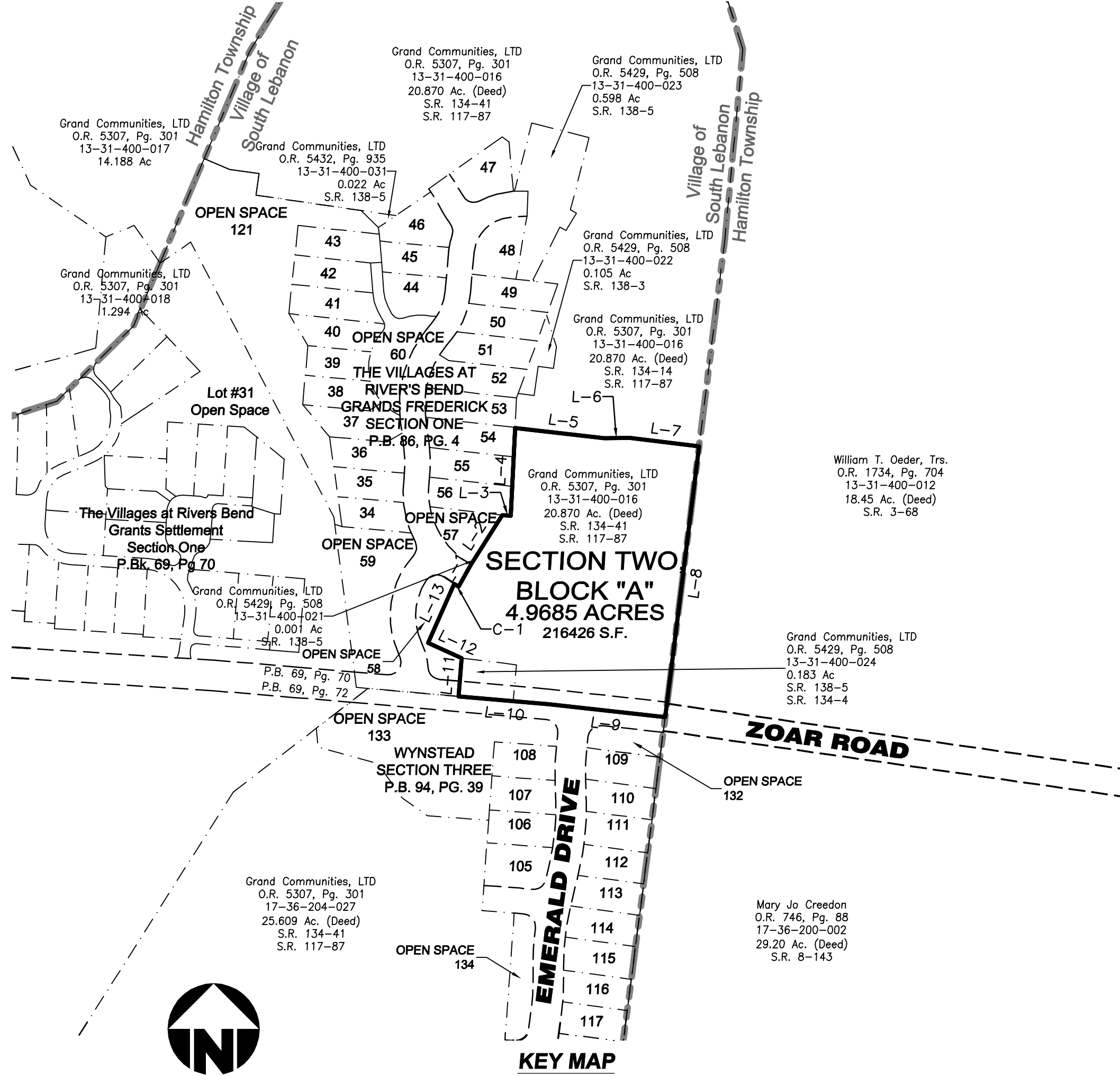
ZOAR ROAD 409.03 L.F.
GRANTS FREDERICK 703.54 L.F.

ACREAGE TABLE

LOTS 3.4581 ACRES
OPEN SPACES 0.4968 ACRES
RIGHT OF WAY 1.0136 ACRES
TOTAL SECTION TWO "A" 4.9685 ACRES

THE VILLAGES AT RIVERS BEND GRANTS FREDERICK SECTION TWO, BLOCK "A"

MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
AUGUST, 2017 ~ 4.9685 ACRES



KEY MAP

LINE TABLE		
Line	Direction	Distance
L-1	N29°06'05"E	50.00
L-2	N32°22'42"E	115.10
L-3	S83°32'06"E	16.76
L-4	N02°46'18"E	173.36
L-5	S83°32'06"E	176.60
L-6	N89°29'08"E	50.05
L-7	S82°53'35"E	137.38
L-8	S07°06'25"W	536.74
L-9	N83°40'38"W	230.10
L-10	N84°58'19"W	178.93
L-11	N05°01'41"E	75.79
L-12	N65°52'10"W	72.99
L-13	N24°07'50"E	126.70

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	2°42'34"	213.00'	10.07'	S59°32'38"E 10.07'

ACREAGE		
LOT #	ACRES	SQ.FT.
59	0.2240	9758
60	0.2470	10760
61	0.2375	10347
62	0.2406	10480
63	0.2397	10440
64	0.1826	7953
65	0.1756	7649
66	0.1703	7416
67	0.1805	7863
68	0.1724	7508
69	0.2473	10773
70	0.2222	9679
71	0.1954	8511
72	0.1830	7972
73	0.1713	7461
74	0.1892	8243
75	0.1795	7821
76 (O.S.)	0.0299	1304
77 (O.S.)	0.4669	20337

SHEET INDEX

1. TITLE
2. PLAT

OWNER/DEVELOPER

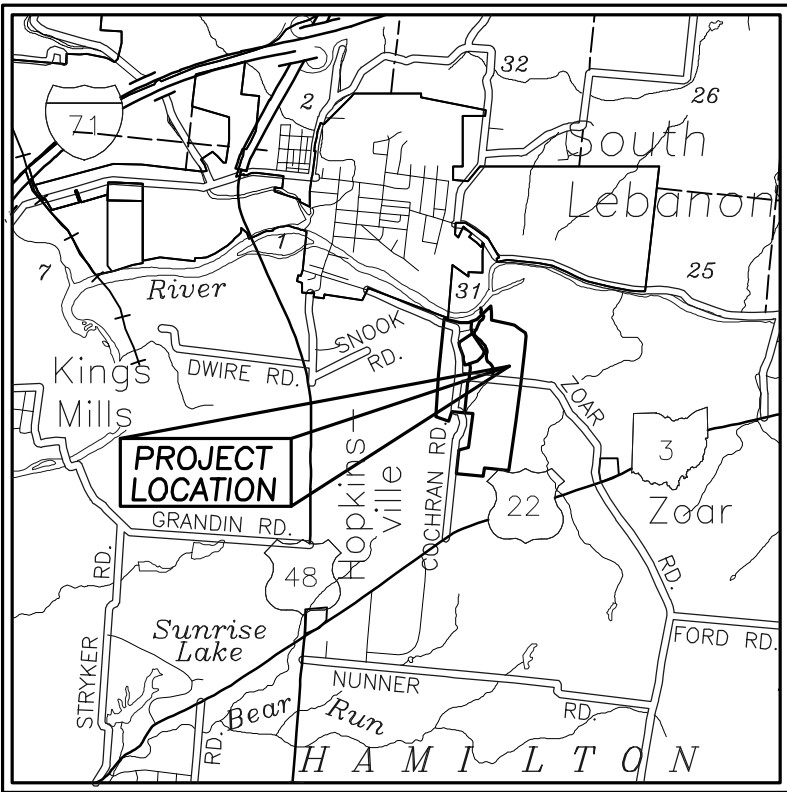
GRAND COMMUNITIES, LTD.
2870 CHANCELLOR DRIVE, SUITE 300
CRESTVIEW HILLS, KY 41017
859-341-4709

SURVEYOR

BAYER BECKER
6900 TYLERSVILLE ROAD
MASON, OH, 45040
513-336-8600

NOTES

1. BASIS OF BEARING: THE VILLAGES AT RIVER'S BEND, GRANTS FREDERICK, SECTION ONE PLAT BOOK 86, PAGES 4-5
2. PRIOR DEED REFERENCE: OFFICIAL RECORD 5307, PAGE 301
OFFICIAL RECORD 5429, PAGE 508
3. MONUMENTATION WILL BE SET AS SHOWN.
4. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
5. LINES OF OCCUPATION, WHEREVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
6. ALL DOCUMENTS USED AS SHOWN.
7. THE GRANTS FREDERICK HOME OWNERS ASSOCIATION, INC. WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS.



VICINITY MAP
N.T.S.

APPROVALS

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

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

CHAIRMAN

VILLAGE OF SOUTH LEBANON

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

ATTEST:

JAMES D. SMITH, MAYOR
NICOLE ARMSTRONG,
FISCAL OFFICER

COUNTY AUDITOR

TRANSFERRED ON THIS ____ DAY OF _____, 2017, AT ____ M.

COUNTY AUDITOR

DEPUTY

PRINTED NAME:

COUNTY RECORDER

FILE NO. _____

RECEIVED ON THIS ____ DAY OF _____, 2017, AT ____ M.

RECORDED ON THIS ____ DAY OF _____, 2017, AT ____ M.

RECORDED IN PLAT BOOK NO. _____ ON PAGE NO. _____.

FEE: _____

COUNTY RECORDER

DEPUTY

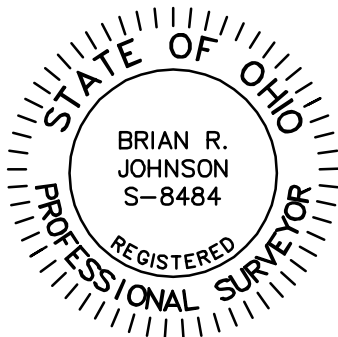
PRINTED NAME:

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.

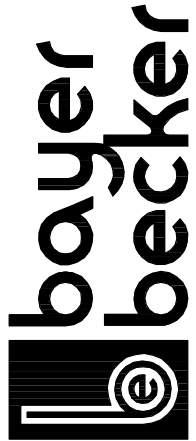
BRIAN R. JOHNSON, P.S.
PROFESSIONAL SURVEYOR #8484
IN THE STATE OF OHIO

DATE



THE VILLAGES AT RIVERS BEND
GRANTS FREDERICK
SECTION TWO, BLOCK "A"
MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT



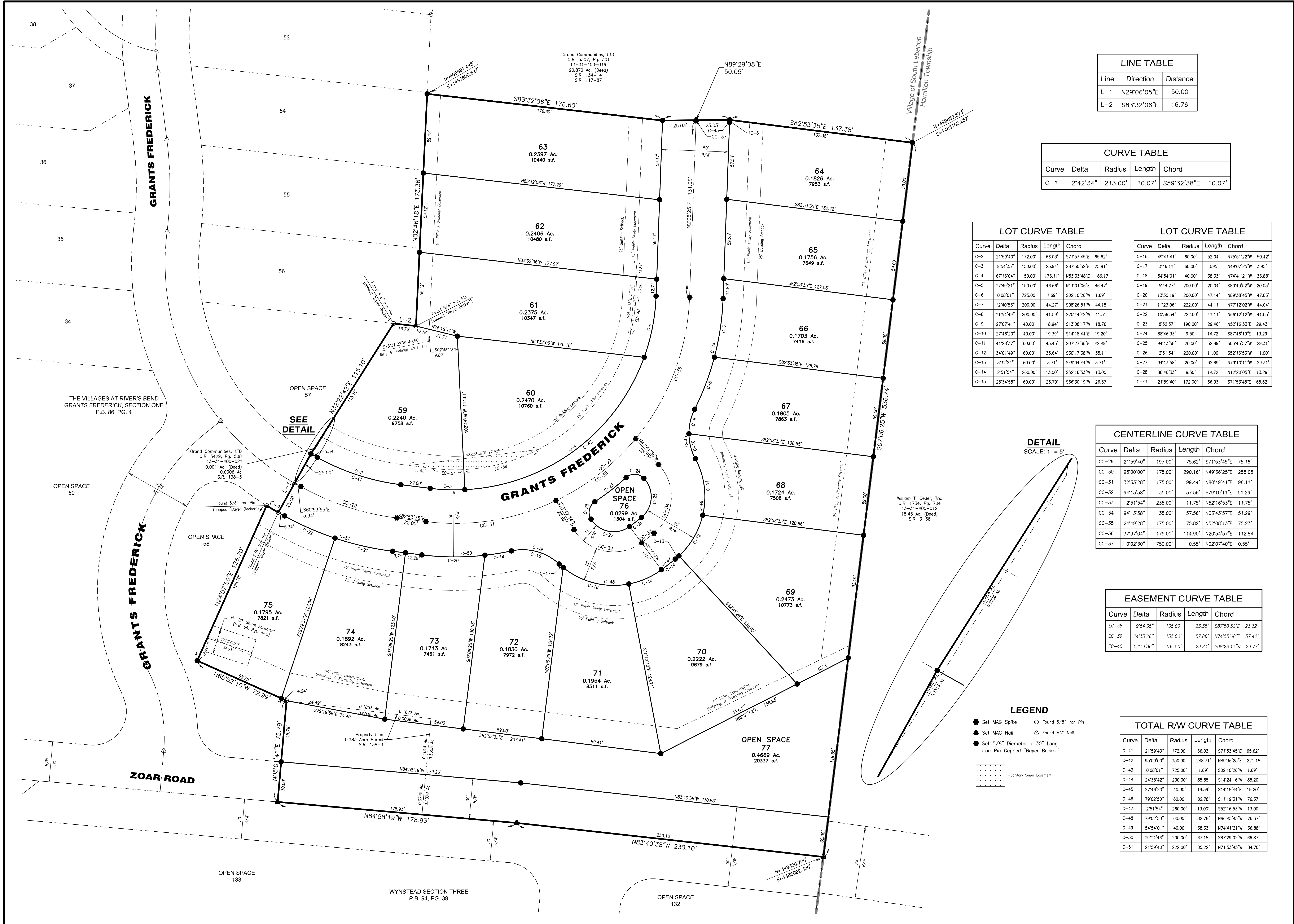
Drawing: 11C009-003 RPA TITLE

Drawn by: PAH

Checked by: BRJ

Issue Date: 08-08-17

Sheet: 1/2



LINE TABLE		
Line	Direction	Distance
L-1	N29°06'05"E	50.00
L-2	S83°32'06"E	16.76

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	2°42'34"	213.00'	10.07'	S59°32'38"E 10.07'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-2	21°59'40"	172.00'	66.03'	S71°53'45"E 65.62'
C-3	9°54'35"	150.00'	25.94'	S87°50'52"E 25.91'
C-4	67°16'04"	150.00'	176.11'	N53°33'48"E 166.17'
C-5	17°49'21"	150.00'	46.66'	N11°01'06"E 46.47'
C-6	0°08'01"	725.00'	1.69'	S02°10'26"W 1.69'
C-7	12°40'53"	200.00'	44.27'	S08°26'51"W 44.18'
C-8	11°54'49"	200.00'	41.59'	S20°44'42"W 41.51'
C-9	27°07'41"	40.00'	18.94'	S13°08'17"W 18.76'
C-10	27°46'20"	40.00'	19.39'	S14°18'44"E 19.20'
C-11	41°28'37"	60.00'	43.43'	S07°27'36"E 42.49'
C-12	34°01'49"	60.00'	35.64'	S30°17'38"W 35.11'
C-13	3°32'24"	60.00'	3.71'	S49°04'44"W 3.71'
C-14	2°51'54"	260.00'	13.00'	S52°16'53"W 13.00'
C-15	2°53'58"	60.00'	26.79'	S66°30'19"W 26.57'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-16	49°41'41"	60.00'	52.04'	N75°51'22"W 50.42'
C-17	3°46'11"	60.00'	3.95'	N49°07'25"W 3.95'
C-18	5°54'01"	40.00'	38.33'	N74°41'21"W 36.88'
C-19	5°44'27"	200.00'	20.04'	S80°43'52"W 20.03'
C-20	13°30'19"	200.00'	47.14'	N89°38'45"W 47.03'
C-21	11°23'06"	222.00'	44.11'	N77°12'02"W 44.04'
C-22	10°36'34"	222.00'	41.11'	N68°12'12"W 41.05'
C-23	8°52'57"	190.00'	29.46'	N52°16'53"E 29.43'
C-24	88°46'33"	9.50'	14.72'	S87°46'19"E 13.29'
C-25	94°13'58"	20.00'	32.89'	S03°43'57"W 29.31'
C-26	2°51'54"	220.00'	11.00'	S52°16'53"W 11.00'
C-27	94°13'58"	20.00'	32.89'	N79°10'11"W 29.31'
C-28	88°46'33"	9.50'	14.72'	N12°20'05"E 13.29'
C-41	21°59'40"	172.00'	66.03'	S71°53'45"E 65.62'

CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CC-29	21°59'40"	197.00'	75.62'	S71°53'45"E 75.16'
CC-30	95°00'00"	175.00'	290.16'	N49°36'25"E 258.05'
CC-31	32°33'28"	175.00'	99.44'	N80°49'41"E 98.11'
CC-32	94°13'58"	35.00'	57.56'	S79°10'11"E 51.29'
CC-33	2°51'54"	235.00'	11.75'	N52°16'53"E 11.75'
CC-34	94°13'58"	35.00'	57.56'	N03°43'57"E 51.29'
CC-35	24°49'28"	175.00'	75.82'	N52°08'13"E 75.23'
CC-36	37°37'04"	175.00'	114.90'	N20°54'57"E 112.84'
CC-37	0°02'30"	750.00'	0.55'	N02°07'40"E 0.55'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-38	9°54'35"	135.00'	23.35'	S87°50'52"E 23.32'
EC-39	24°33'26"	135.00'	57.86'	N74°55'08"E 57.42'
EC-40	12°39'36"	135.00'	29.83'	S08°26'13"W 29.77'

TOTAL R/W CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-41	21°59'40"	172.00'	66.03'	S71°53'45"E 65.62'
C-42	95°00'00"	150.00'	248.71'	N49°36'25"E 221.18'
C-43	0°08'01"	725.00'	1.69'	S02°10'26"W 1.69'
C-44	24°35'42"	200.00'	85.85'	S14°24'16"W 85.20'
C-45	27°46'20"	40.00'	19.39'	S14°18'44"E 19.20'
C-46	79°02'50"	60.00'	82.78'	S11°19'31"W 76.37'
C-47	2°51'54"	260.00'	13.00'	S52°16'53"W 13.00'
C-48	79°02'50"	60.00'	82.78'	N86°45'45"W 76.37'
C-49	54°54'01"	40.00'	38.33'	N74°41'21"W 36.88'
C-50	19°14'46"	200.00'	67.18'	S87°29'02"W 66.87'
C-51	21°59'40"	222.00'	85.22'	N71°53'45"W 84.70'

LEGEND

- Set MAG Spike
- Set MAG Nail
- Set 5/8" Diameter x 30" Long Iron Pin Copped "Bayer Becker"
- Found 5/8" Iron Pin
- Found MAG Nail
- Sanitary Sewer Easement

Basis of Bearing:
Plat Book 86, Page 4

0 30 45

SCALE: 1" = 30'

Revision	Description	BRJ	DDJ	BRJ
1	REVISIONS PER COMMENTS	10-03-17	10-03-17	
2	REVISIONS PER COMMENTS			

THE VILLAGES AT RIVERS BEND
GRANTS FREDERICK
SECTION TWO, BLOCK "A"
MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT

Drawing: 11C009-003 RPA

Drawn by: PAH

Checked by: BRJ

Issue Date: 08-08-17

Sheet: 2/2

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-61**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR GRANTS
FREDERICK SECTION 2, BLOCK "A" SUBDIVISION, WITH GRAND
COMMUNITIES, LTD., AND DECLARING AN EMERGENCY**

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

WHEREAS, Grand Communities, Ltd. is the developer of Grants Frederick Section 2 Block "A" Subdivision in the Village, and has executed the required Development Agreement; and,

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

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Development Agreement relating to Grants Frederick Section 2 Block "A" Subdivision, with Grand Communities Ltd., a copy of which is attached hereto.

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

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

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

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

Adopted this day of December, 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

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the Village of South Lebanon, an Ohio Municipal Corporation, 99 S. High Street, South Lebanon, OH 45065 (the "Village"), and Grand Communities, Ltd., whose mailing address is 3940 Olympic Boulevard, Suite 100, Erlanger, KY 41018, (the "Developer"), and (if applicable) RLI Insurance Company, whose mailing address is 525 W. Buren Street, Suite 350, Chicago, IL 60607 ("the Surety"), is in accordance with the Village's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Village Administrator for the completion of the public and other improvements associated with the residential development known as Grants Frederick Subdivision Section 2 Block "A" ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the Village of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 13-31-400-030, 13-31-400-021 and 13-31-400-024, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

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

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

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

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

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

NOW, THEREFORE IT IS AGREED:

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

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

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

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

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

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

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

9.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the Village ("Issuer") and issued in favor of the Council of the Village of South

Lebanon, Ohio for the **Performance bond** in the sum of \$20,020.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of December 8, 2016, in accordance with the Development Plan and the corresponding schedule of values approved by the Village (attached as "Exhibit D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Village Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the Village and shall contain the following language:

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

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

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

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

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Grants Frederick Section 2, Block A Subdivision.

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

fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Village Administrator within fourteen (14) days of the Default Notice, unless the Village Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the Village Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Village Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the Village's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the Village Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the Village may solely determine, as well as apply the funds to any costs incurred by the Village which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Village Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village for any such deficiency.

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

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the Village Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading, provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the Village.

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

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

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

9.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the Village's Fiscal Officer, and release of liability upon full payment.

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

10. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before December 8, 2017 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time is hereby fixed by the Village as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the Village in its reasonable discretion but only after a written application filed with the Village Planning Commission. Such extension, however, will be conditioned upon the Developer providing the Village with updated costs sheets for improvements not yet constructed, and the Village may request additional bonding in an acceptable form as provided in paragraph 9 above.

11. Indemnification. The Developer agrees to indemnify and hold the Village harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the Village per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the Village. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable
12. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the Village as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
13. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
14. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
15. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

16. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
17. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
18. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, GRAND COMMUNITIES LTD., referred to as the Developer herein, has caused this Agreement to be executed by Todd E. Huss, whose title is President, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

GRAND COMMUNITIES, LTD.
a Kentucky limited partnership
By: Fischer Development Company
a Kentucky corporation
Its: General Partner

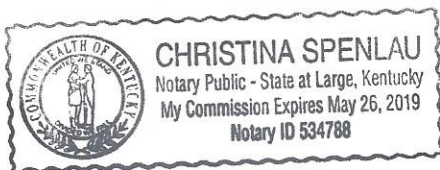
By: 
Todd E. Huss, President

Date: 11/28/2017

STATE OF KENTUCKY, COUNTY OF BOONE, ss.

BE IT REMEMBERED, that on the 28th day of November, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Todd E. Huss, whose title is President, of Grand Communities, Ltd. whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of Grand Communities, Ltd., in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]



NOTARY PUBLIC: Christina Spenlau
MY COMMISSION EXPIRES: 5.26.2019

SURETY (if applicable)

IN EXECUTION WHEREOF, RLI Insurance Company, referred to as the Surety herein, has caused this Agreement to be executed by Dan E. Ries, whose title is Attorney-in-Fact, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY: RLI Insurance Company

SIGNATURE: 

NAME: Dan E. Ries

TITLE: Attorney-in-Fact

DATE: November 28, 2017

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 28th day of November, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Dan E. Ries, whose title is Attorney-in-Fact, of RLI Insurance Company, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of Dan E. Ries, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: 

MY COMMISSION EXPIRES: April 14, 2018

[seal]

[remainder of the page is blank]

Susan A. Yeazell
Notary Public, State of Ohio
My commission expires April 14, 2018

VILLAGE:

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

SIGNATURE: _____

NAME: _____

TITLE: Mayor

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: Fiscal Officer

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

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

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: _____
Village Solicitor

**GRANTS FREDERICK PHASE 2A REMAINING QUANTITIES
VILLAGE OF SOUTH LEBANON**

November 16, 2017

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	35	\$100.00	\$3,500.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	155	\$4.00	\$620.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	72	\$180.00	\$12,960.00
608	4" CONCRETE WALK	S.F.	240	\$6.00	\$1,440.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	60	\$25.00	\$1,500.00
TOTAL					\$20,020.00



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

Nicholas J. Selhorst, P.E.

Date

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-62**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AMENDMENT #1 TO AGREEMENT WITH CHOICE ONE
ENGINEERING FOR THE EAST MASON-MORROW-MILLGROVE ROAD
SANITARY SEWER EXTENSION PROJECT IN THE VILLAGE OF SOUTH
LEBANON, AND DECLARING AN EMERGENCY**

WHEREAS, on January 5th, 2017, the Village Council passed Resolution No. 2017-07 and entered into an agreement with Choice One Engineering ("Engineer") for the design and inspection of the East Mason-Morrow-Millgrove Road Sanitary Sewer Extension Project in the amount of \$14,630.00; and,

WHEREAS, the Project, currently under construction, has required more construction supervision than was originally agreed upon in the original agreement; and,

WHEREAS, the Engineer has submitted a proposal for additional construction supervision which will result in a not to exceed cost of \$17,770.00 which is a net increase of \$3,140.00 from the original contract price; and,

WHEREAS, immediate action is required to approve said amendment to ensure proper construction supervision for the Project and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. Approve Amendment #1 with Choice One Engineering, a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Amendment on behalf of the Village.

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

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

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

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

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

Adopted this day of December, 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: _____



Date

November 30, 2017

Attention

Jerry Haddix
jhaddix@southlebanonohio.org

Address

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

Subject

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

Dear Mr. Haddix:

The Agreement referred to herein was executed on January 5, 2017 between the Village of South Lebanon, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

Village of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation



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

11/30/17
Date

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

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

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

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Services

The Scope of Services will be expanded to include the following:

1. Construction Supervision

- a. Perform periodic construction observation for an addition 2.5 hours per day for 3 additional weeks (38 hours total). To be charged hourly as needed depending on the actual construction timeline.

Compensation & Schedule

Compensation

This amendment of **\$3,140.00** to the original compensation schedule is for the additional services described within. The total Agreement compensation schedule will be amended from \$14,630.00 to \$17,770.00.

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$0.00	\$0.00	\$2,480.00	\$2,480.00
Construction Plans	\$0.00	\$0.00	\$6,840.00	\$6,840.00
Construction Supervision	\$3,140.00	\$0.00	\$5,310.00	\$8,450.00
Total	\$3,140.00	\$0.00	\$14,630.00	\$17,770.00

Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed before Christmas 2017, depending on the contractor's timeline.

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
DECEMBER 7, 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