

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**APRIL 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: Linda Oda, Warren County Recorder

4. Floor open to the public:

5. New Business: Emergency Resolution 2017-19 of intent to purchase  
road salt for 2017-2018 winter season

Emergency Resolution 2017-20 authorizing agreement  
with Contract Sweepers for 2017

Authorization of Invoices

Authorization of February Financial Statements

Authorization of Rozzi, Inc. invoice

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

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

9. Adjournment



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** April 4, 2017  
**Subject:** County Road Salt Cooperative Purchasing Program

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Attached is information and a resolution re: the County Engineer's cooperative salt purchasing program for the 2017-18 winter season. The County bids out the contract and we would order directly with the awarded vendor. This locks everything in early and we don't have to procure salt.

If you have any questions, feel free to contact

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

**A RESOLUTION OF INTENT TO PURCHASE ROAD SALT FOR THE 2017-2018  
WINTER SEASON FROM THE WARREN COUNTY ENGINEER'S OFFICE, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Warren County Engineer's Office is offering a cooperative program wherein the County Engineer's Office will bid out volumes of road salt sufficient to supply the local jurisdictions throughout Warren County for the 2017-2018 Winter season, thereby resulting in local jurisdictions being able to purchase road salt directly from the awarded vendor; and,

**WHEREAS**, in order to save money and expedite the competitive bidding process, it benefits the Village of South Lebanon to purchase from the Warren County Engineer's Office some or all of road salt that may be needed for the 2017-2018 winter season; and,

**WHEREAS**, the Warren County Engineer's Office satisfies all applicable State and local requirements through the competitive bidding process for purchasing road salt; and,

**WHEREAS**, to meet the deadline for the program, the Village Administrator timely sent a letter to the Warren County Engineer's Office, as requested by the County Engineer's Office by April 21, 2017, giving notice of the Village's intent to participate in the program; and,

**WHEREAS**, the Village Council desires to affirm the actions of the Village Administrator by giving official notice of the Village's intent to participate in the program by purchasing some or all of the Village's road salt for the 2017-2018 Winter season from the Warren County Engineer's Office; and,

**WHEREAS**, immediate action is required to participate in the Warren County Engineer's Office's cooperative program to purchase road salt for the 2017-2018 Winter season, 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.** On behalf of the Village, the Village Council does hereby ratify the actions of the Village Administrator and further gives notice of the Village's intent to participate in the said program by purchasing some or all of the Village's road salt for the 2017-2018 Winter season from the Warren County Engineer's Office.

**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 6th day of April, 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: 04/06/2017

## Memo

March 16, 2017

To: Township Trustees and City and Village Mayors, Managers or Administrators

From: Neil Tunison, County Engineer

**Re: Announcing New Rock Salt Bid and Purchase Program for Warren County for 2017-2018 Winter Season**

This office will once again offer an opportunity for your jurisdiction to participate in the County Engineer's salt purchase program this year. The program will be exactly the same as last year.

The program will work like this: We will request a bid price for rock salt dumped at your site and one using a piler to mound it at your site as well. One price for each method will be applied to all taking part. That does not change regardless of what Item No. on the bid sheet that applies to you. You will determine the amount you expect to purchase and that amount will be placed in the first column on the Delivery and Billing Sheet (Exhibit A). The goal is for the bidder to accept that amount more or less. In other words, if you order 1,000 tons and you find you only need 500 tons, you will not be expected to purchase the entire 1,000 tons. Be advised that bidders can make exceptions to the bid that may place conditions on the bid, including minimum and maximum amounts. Those exceptions will weigh heavily on the award outcome.

Once the bid has been awarded and contract executed by the Board of County Commissioners, it will be your responsibility to set up your own purchase order based on the price bid. You will choose whether the salt will be dumped or a piler will be necessary. You will also arrange delivery of your salt to your site. To make this as efficient as possible, please verify your delivery site on Exhibit A and revise the billing information if necessary. A bid guaranty bond that would make each of you as a political subdivision the obligee of the bond is included.

To participate in the program, please have your Board or Council pass a resolution authorizing participation using the sample resolution as a guide. We would prefer the amount of requested salt be included in the resolution. If you do not have room, my office will continue to make salt sales on a pick-up basis at the County Highway Department. If the resolution does not request an amount, you will need to submit an amount in writing so that it can be included in the bid package.

Please return an executed resolution to me by Friday, April 21st only if you plan to purchase salt directly from the successful bidder. If your Board or Council cannot meet before this date, please let me know so that we can somehow accommodate your request. It was determined by our working group that timing of the bid for early June was the key to getting the best price, hopefully in the range of approximately \$58 per ton that our office received last year. It may be the key to getting a bid at all.

This program only applies to the purchase of rock salt and does not apply to any deicing chemical solutions, such as Beet Heet or brine.

We look forward to hearing from you. If you have any questions, please contact me at (513) 695-3307. Thank you.

**Authorizing Contract with Warren County Engineer's Office for Purchase of Road Salt**

WHEREAS, \_\_\_\_\_ Township desires an agreement to purchase road salt through the Warren County Engineer's Office; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the bid process for salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits \_\_\_\_\_ Township to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren County Engineer's Office for road salt for the 2017-2018 winter season; now

THEREFORE BE IT RESOLVED, by the Board of Trustees of \_\_\_\_\_ Township to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren County Engineer's Office for the bidding and purchase of road salt for the 2017-2018 winter season; and

FURTHER BE IT RESOLVED, that the \_\_\_\_\_ Township has allocated its own storage space to receive and store salt bid and awarded in this contract; and

FURTHER BE IT RESOLVED, that the Township Administrator and/or the Road Superintendent of \_\_\_\_\_ Township are hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the Road Superintendent.

M\_ . \_\_\_\_\_ moved for adoption of the foregoing resolution, being seconded by M\_ . \_\_\_\_\_.  
Upon call of the roll, the following vote resulted:

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ TOWNSHIP

\_\_\_\_\_  
\_\_\_\_\_ Chief Fiscal Officer



**Authorizing Contract with Warren County Engineer's Office for Purchase of Road Salt**

WHEREAS, the City of \_\_\_\_\_ desires an agreement to purchase road salt through the Warren County Engineer's Office; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the bid process for salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits City of \_\_\_\_\_ to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren County Engineer's Office for road salt for the 2017-2018 winter season; now

THEREFORE BE IT RESOLVED, by the Council of \_\_\_\_\_ the City of \_\_\_\_\_ to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren Country Engineer's Office for the bidding and purchase of road salt for the 2017-2018 winter season; and

FURTHER BE IT RESOLVED, that the City of \_\_\_\_\_ has allocated its own storage space to receive and store salt bid and awarded in this contract; and

FURTHER BE IT RESOLVED, that the City Manager of the City of \_\_\_\_\_ is hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the City Street Superintendent.

M\_ . \_\_\_\_\_ moved for adoption of the foregoing resolution, being seconded by M\_ . \_\_\_\_\_.  
Upon call of the roll, the following vote resulted:

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_.

CITY OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Clerk of Council

**Authorizing Contract with Warren County Engineer's Office for Purchase of Road Salt**

WHEREAS, the Village of \_\_\_\_\_ desires an agreement to purchase road salt through the Warren County Engineer's Office; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the bid process for salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits the Village of \_\_\_\_\_ to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren County Engineer's Office for road salt for the 2017-2018 winter season; now

THEREFORE BE IT RESOLVED, by the Village of \_\_\_\_\_ to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren Country Engineer's Office for the bidding and purchase of road salt for the 2017-2018 winter season; and

FURTHER BE IT RESOLVED, that the Village of \_\_\_\_\_ has allocated its own storage space to receive and store salt bid and awarded in this contract; and

FURTHER BE IT RESOLVED, that the Village Manager/Administrator and/or the Street Superintendent of Village of \_\_\_\_\_ are hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the Road Superintendent.

M\_ . \_\_\_\_\_ moved for adoption of the foregoing resolution, being seconded by M\_ . \_\_\_\_\_.  
Upon call of the roll, the following vote resulted:

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_.

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Clerk of Council

## BID SHEET

The undersigned hereby agrees to furnish at the lowest net price, \_\_\_\_\_ Tons of Bulk Ice Control Rock Salt at the price F.O.B.to the destination listed in Exhibit \_\_\_\_\_ for Items #1, #2, and #3 attached and made part of this bid. All material shall conform to the current Ohio Department of Transportation Construction and Material Specifications Manual for Item 712.03.

Item No.	Item	Description	Quantity	Unit Price Bid per Ton	Total
1	712.03	Sodium Chloride for County use	_____	Piler _____ Dump _____	_____ _____
2	712.03	Sodium Chloride for City, Village use	_____	Piler _____ Dump _____	_____ _____
3	712.03	Sodium Chloride for Township use	_____	Piler _____ Dump _____	_____ _____

**NOTE: THE SALT IS TO BE BILLED AND SHIPPED DIRECTLY TO THE COUNTY, CITY, VILLAGE OR TOWNSHIP AS INDICATED ON THE ATTACHED SCHEDULE FOR BILLING AND DELIVERY. EACH ENTITY WILL CONTACT THE SUCCESSFUL BIDDER DIRECTLY TO MAKE ARRANGEMENTS FOR DELIVERY, PAYMENT, ETC. LIST ONE PRICE FOR PILER AND ONE UNIT PRICE FOR DUMP ON ITEMS 1, 2, AND 3.**

SIGNED

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President

\_\_\_\_\_  
By

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**EXHIBIT A**  
**WARREN COUNTY ENGINEER'S OFFICE SALT BID**  
**SCHEDULE OF BILLING AND DELIVERY**

<b>Tons</b>	<b>County</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	Warren County Engineer's Office	210 West Main St. Lebanon, OH 4036	105 Markey Road Lebanon, OH 45036
<b>Tons</b>	<b>City</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	Franklin	1 Benjamin Franklin Way Franklin, OH 45005	202 Baxter Dr. Franklin, OH 45005
	Lebanon	50 S. Broadway Lebanon, OH 45036	580 W. Main St. Lebanon, OH 45036
	Mason	6000 Mason Montgomery Rd. Mason, OH 45040	4211 South S.R. 741 Mason, OH 45040
	Springboro	320 West Central Ave. Springboro, OH 45065	220 East Mill St. Springboro, OH 45065
<b>Tons</b>	<b>Village</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	Carlisle	760 Central Ave. Carlisle, OH 45005	474 Fairview Dr. Carlisle, OH 45005
	Harveysburg	P.O. Box 189 Harveysburg, OH 45032	
	Maineville	8188 South St. Rt. 48 Maineville, OH 45039	
	Morrow	150 East Pike St. Morrow, OH 45152	153 East Pike St. Morrow, OH 45152

**WARREN COUNTY ENGINEER'S OFFICE SALT BID  
SCHEDULE OF BILLING AND DELIVERY**

**Page 2**

<b>Tons</b>	<b>Village</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	South Lebanon	99 N. High St. South Lebanon, OH 45065	342 Railroad St. South Lebanon, OH 45065
	Waynesville	1400 Lytle Rd. Waynesville, OH 45068	434 S. Main St. Waynesville, OH 45068
<b>Tons</b>	<b>Township</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	Clearcreek	7593 Bunnell Hill Road Springboro, OH 4066	
	Deerfield	4900 Parkway Drive Suite 150 Mason, OH 45040	3378 Townsley Dr. Loveland, OH 45140
	Franklin	P.O. Box 364 Franklin, OH 45005	458 Fairview Dr. Carlisle, OH 45005
	Hamilton	7780 South State Route 48 Hamilton Township, OH 45039	8373 Maineville Rd. Maineville, OH 45039
	Harlan	9120 Morrow-Rossburg Road Pleasant Plain, OH 45162	7394 St. Rt. 123 Pleasant Plain, OH 45162
	Massie	P.O. 91 Harveysburg, OH 45032	10 North Harveysburg Road Harveysburg, OH 45032
	Salem	P.O. Box 171 Morrow, OH 45152	155 Whitacre St. Morrow, OH 45152
	Turtlecreek	670 N. State Route 123 Lebanon, OH 45036	

<b>Tons</b>	<b>Township</b>	<b>Billing Address</b>	<b>Delivery Address</b>
	Union	285 Pike Street South Lebanon, OH 45065	1023 Township Dr. South Lebanon, OH 45065
	Washington	9277 Arrowcreek Drive Oregonia, OH 45054	1240 Ward Koebel Rd. Oregonia, OH 45054
	Wayne	P.O. Box 89 Waynesville, OH 45068	5238 N. Waynesville Rd. Waynesville, OH 45068

## **CONTRACT NO. 2017-1M**

### **SPECIFICATIONS**

1. **QUANTITY** - Is approximate and is on a "more or less" basis. Supplier shall meet all needs through May 31, 2018. Actual orders may be more or less than estimated. Estimates indicated will be used solely for the purposes of making a tabulation of bids. The Contractor shall bid on the contract as a whole. Partial bids will not be separated or accepted.
2. **PRICE** - To be guaranteed through May 31, 2018.
3. **DELIVERY** - Shall be made by the supplier within seventy-two (72) hours of notification.
4. **BLOWER** - Price quotes required for straight dump and for blower/piler (price per ton of materials).
5. **ANTI-CAKING AGENT** - To be contained in salt.
6. **LOAD LIMITS** - Vehicles hauling goods and/or materials for the Butler County Engineer's Office shall conform to the Ohio State Laws governing load weight limits of roads and bridges. The County Engineer will not be responsible for any goods and/or materials delivered by a vehicle not in compliance with such laws. Weight slips from vehicles indicating noncompliance may be turned over to the proper law enforcement agency for appropriate action. Vehicles shall be tarped and/or enclosed to prevent spillage of material.
7. **TESTING** - Material supplied shall be in conformance with the State of Ohio Department of Transportation "Construction and Material Specifications" Manual dated January 1, 2010. A notarized Certificate of Conformance from the Ohio Department of Transportation or a certified independent testing laboratory stating that the material as bid is in conformance with 712.03 shall be submitted along with the bid.

VILLAGE OF SOUTH LEBANON  
MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Jerry Haddix, Village Administrator  
**RE:** Award of 2017 Village Street Sweeping Contract  
**DATE:** April 4, 2017

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This memorandum accompanies a resolution authorizing the Mayor and Fiscal Officer to sign a contract with Contract Sweepers and Equipment to perform the street sweeping in the Village in 2017.

Each year the Village solicits proposals for its street sweeping program. The program typically consists of an initial spring cleanup in May followed by six monthly street sweepings between June and November. The sweeping is limited to streets with curbs or curb and gutter only. The Village's Public Works employees provide assistance at the Village's cost to load and haul away the debris collected by the street sweeper and installing "No Parking" signs.

Village staff received street sweeping proposals for the 2017 season from Contract Sweepers and Equipment and DSS Sweeping Service. These are the two companies that have responded to our request for proposals in the past. The prices submitted by each of these firms were as follows:

	<u>Contract Sweepers</u>	<u>DSS Sweeping</u>
Initial Spring Cleanup	\$1,236	\$1,635
(6) Monthly Sweeps	\$1,133 each	\$1,100 each

Funds were budgeted for 2017 for street sweeping in the Street Fund. Using the bid prices from Contract Street Sweepers, the total cost of the street sweeping in 2017, excluding the cost of work performed by the Village Public Works Department, is \$8,034 as compared to the bid of DSS at \$8,235.

**Recommendation**

Staff recommends adopting the Resolution by emergency authorizing the execution of a contract with Contract Sweepers and Equipment to provide the Village street sweeping services in 2017.



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

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH CONTRACT SWEEPERS AND  
EQUIPMENT TO PROVIDE STREET SWEEPING SERVICES IN 2017, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Village has solicited proposals for street sweeping services throughout the Village in 2017; and,

**WHEREAS**, Contract Sweepers and Equipment was recommended by staff as the contractor with the lowest and best price; and,

**WHEREAS**, funds are available in the Village's 2017 budget for street sweeping services; and,

**WHEREAS**, immediate action is required to assure timely delivery of public works services and projects in the Village, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Contract Street Sweepers and Equipment to provide an initial street sweeping and six (6) additional monthly street sweepings in 2017.

**Section 2.** That the street sweeping shall be limited to streets with curb and curb and gutter only.

**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 \_\_\_\_\_ day of April, 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

# EXHIBIT 1

The Company will provide:

1. Late model two-engine street sweepers in excellent operating condition.
2. Each sweeper will be operated by a competent, trained operator whose sole responsibility is street sweeping.
3. The operators will notify the Village's Public Works Superintendent if excessive amount of leaves is affecting sweeping performance or productivity.
4. Spring clean-up includes removal of salt used by the Village for ice control.
5. Sweeping will be performed on the first Tuesday and Wednesday of each month with the exception of November, unless directed otherwise by the Public Works Superintendent. Final 2015 sweeping will be done in mid to late November.
6. The Company shall notify the Village's Public Works Superintendent a minimum of 24 hours in advance of any change to the normal sweeping schedule.
7. Sweeping will be performed May through November.

The Village shall provide:

1. Use of hydrants and water.
2. Use of a dump truck for the disposal of debris.
3. Leaf removal of approximately 95% of the leaves on streets to be serviced before sweeping commences.
4. Sign posting.

Exclusions:

1. Excessive leaf removal greater than approximately 5% of the leaves on the streets to be serviced.
2. Dump truck for disposal of debris.
3. Sweeping of excess chips from chipping and sealing programs.

## **AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 N. High Street, South Lebanon, OH 45065 (the "Village") and Contract Sweepers & Equipment Co., organized under the laws of the State of Ohio as a Corporation, whose address is 10136 Mosteller Lane, West Chester, Ohio 45069 (the "Company").

The Village desires to engage the Company to render services as described herein.

The Village and the Company, in consideration of their mutual covenants herein agree, in respect of the performance of services by the Company and the payment for those services by the Village, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF COMPANY**

- 1.1 The Company shall perform Basic Services ("the Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **SECTION 2 - ADDITIONAL SERVICES OF COMPANY**

- 2.1 If authorized in writing by the Village and the Company, the Company shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services.

### **SECTION 3 – THE VILLAGE’S RESPONSIBILITIES**

The Village shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist the Company by providing all available information pertinent to the Services in the possession of the Village including any previous reports and any other data relative to the Services.
- 3.3. Furnish Company, as required for performance of the Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for the Company to enter upon public and private property as required for Company to perform the scope of services.
- 3.5. Provide such accounting, insurance counseling and such legal services as may be required for the Services, such legal services as the Village and the Company may require or the Company may reasonably request with regards to legal issues pertaining to the Services.

- 3.6. Designate in writing the person or persons to act as the Village's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment, elements and systems pertinent to Company's services.
- 3.7. Give prompt written notice to the Company whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Services, or any defect in the work of any third party.
- 3.8. Furnish, or direct the Company to provide, upon approval of the Village, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required.
- 3.9. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for the Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services.
- 4.2. Upon receipt of a fully executed Agreement from the Village, Company shall proceed with the performance of the Services called for in Exhibit 1.
- 4.3. The Services shall commence in May and be completed in November. Precise dates for performance of the Services shall be determined by the Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Services, the time of performance of the Services and the rates of compensation shall be adjusted appropriately, upon approval of the Village and the Company of a written Schedule and price.

#### **SECTION 5 - PAYMENTS TO CONTRACTOR**

##### **5.1 Methods of Payment for Services and Expenses of Company**

- 5.1.1. For Services. The Village shall pay the Company for Services rendered under Section 1 as follows:

The Company agrees to provide the Services set forth in Exhibit 1 attached hereto to the Village as follows:

Initial Spring Clean Up	\$1,236.00
Six (6) Monthly Sweeps @ \$1,133/each	<u>\$6,798.00</u>
<b>TOTAL COST OF SERVICES</b>	<b>\$8,034.00</b>

- 5.1.2 For Additional Services. The Village shall pay the Company for Additional Services rendered based on the hourly rates for Services as follows:

Additional sweeping due to excessive leaves	\$125.00 per hour
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## **5.2 Times of Payments.**

5.2.1. The Company shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to the Company's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

## **5.3 Other Provisions Concerning Payments.**

5.3.1. If the Village fails to make any payment due the Company for the Services within forty-five (45) days after receipt of Company's itemized statement therefore, the amounts due the Company shall include a charge at the rate of 1% per month from said 45th day, and in addition, the Company may, after giving seven (7) days written notice to the Village, suspend the Services under this Agreement until the Company has been paid in full all amounts due for the Services.

5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Services, progress payments due the Company for the Services satisfactorily rendered through such phase shall constitute total payment for such Services.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide the Services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **6.2 Controlling Law and 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.

### **6.3 Successors and Assigns.**

6.3.1 The Village and the Company each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.3.2 Neither the Village nor the Company shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Company from employing such independent consultants, associates and subcontractors, as the Company may deem appropriate to assist the Company in the performance of the Services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and the Company.

#### **6.4 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

#### **6.5 Construction**

Should any portion of this Agreement 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.

#### **6.6 Waiver**

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

#### **6.7 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

#### **6.8 Parties**

Whenever the terms "the Village" and "the Company" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the Village and the Company.

#### **6.9 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

## 6.10 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The Village of South Lebanon, Ohio  
Attn. Village Administrator  
99 N. High Street  
South Lebanon, OH 45065

Company: Contract Sweepers & Equipment Co.  
Attn. Craig Miller, Area Manager  
10136 Mosteller Lane  
West Chester, Ohio 45069

## 6.11 Insurance

The Company shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. The Company further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Company shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. The Company shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Company shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for the Company;



(f) The Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) The Company shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None.

**7.2. The following Exhibit is attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.3 herein.

## **SECTION 9 – FORCE MAJEURE EVENT**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, action or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under the Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement.

## **SECTION 10 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and the Company, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 11 – INDEMNIFICATION**

The Company will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by the Company, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of the Company, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement.

**SECTION 11 – EXECUTION**

**COMPANY:**

**IN EXECUTION WHEREOF**, Contract Sweepers & Equipment Co., the Company herein, has caused this Agreement to be executed on the date stated below by Craig Miller, whose title is Area Manager, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2017-\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
VILLAGE OF SOUTH LEBANON, OHIO

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

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



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**From:** Nicole Armstrong, Fiscal Officer  
**Date:** April 5, 2017  
**Subject:** Rozzi Fireworks July 4, 2017

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Attached is Resolution 2016-06 which approved \$6,800.00 for fireworks July 4, 2017. Last year Council approved an upgrade to the fireworks display. The attached invoice shows the amount due for 2017 fireworks display with the upgrade. Before the invoice can be paid, authorization by Council for the \$2,000 upgrade will be needed.

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

JOHN R. MECKSTROTH, JR.  
ATTORNEY AT LAW

PHONE (513) 721-8808  
FACSIMILE (513) 345-8743  
EMAIL JMECKSTROTH@FUSE.NET

114 EAST EIGHTH STREET  
CINCINNATI, OHIO 45202

WESTWOOD - CHEVIOT  
3646 GLENMORE AVENUE  
CINCINNATI, OHIO 45211

March 29, 2017

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

Attention: Jerry L. Haddix  
Administrator

Dear Mr. Haddix:

Please be advised I represent Alexandr Peredrey in the development of the tracts of land consisting of 2.118 acres, 0.529 acres and 0.689 acres (Parcel Nos. 12-01-476-013, 12-01-476-011 and 12-01-476-002) on Lebanon Road. Mr. Peredrey intends to subdivide these tracts into four parcels as shown on the accompanying plat.

In his efforts to develop these parcels, Mr. Peredrey has encountered problems in providing sanitary sewer service. Parcels 1 and 2 can be serviced by an existing sewer of the Village located along Lebanon Road. However, due to the topography in order to connect into the same sewer, Parcels 3 and 4 would have to utilize a pumping station. The cost to do so would be in excess of \$50,000.00.

A cost effective alternative would be to connect into an existing sewer operated by the Warren County Water & Sewer District. This sewer runs along the south property line of Parcel 4 as shown on the accompanying plat. By connecting into this sewer for providing service to Parcels 3 and 4, Mr. Peredrey could economically develop these parcels.

Therefore, we request your permission to seek approval from the Warren County Water & Sewer District for providing sewer service to Parcels 3 and 4.

Thank you for your considerations.

Yours truly,



John R. Meckstroth, Jr.

JRM/tm

cc: Alexandr Preedrey  
Enclosure



Chris

513-695-1646 ✓



Lebanon Road

Bridgewater

River's Edge  
Subdivision  
Plat Book 055, Pages 55 & 56

Drive

Lot 38

Lot 37

Lot 30

Lot 29

Lot 28

Lot 4

Lot 3

Lot 2

Lot 1

100

0 25 50

Graphic Scale

Parcel 1

Parcel 3

Parcel 2

Parcel 4

589°56'57"W, 261.74

1/2" I. Pin  
(Found)

589°59'35"W, 203.23

40' Ingress, Egress  
& Utility Easement

N02°54'32"W  
40.05

N89°56'57"E, 441.62

N25°03'40"E  
65.23

589°52'34"E  
44.11

N25°03'40"E  
109.49

Lot 2

Lot 3

Lot 24

Lot 25

Lot 26

North View Heights  
Subdivision  
Plat Book 004, Page 218

Sunny Lane



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council  
**From:** Jerry Haddix, Village Council  
**Date:** April 5, 2017  
**Subject:** Sanitary Sewer request

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In August, 2016, Alexandr Peredrey purchased, through Sheriff's Sale, the property located at 4932 Lebanon Road. He has been pursuing creating multiple lots from this property since then.

The existing rear lot includes a lake and he wants to create two (2) lots on the east side of the lake with a common drive to Lebanon Road. Our sewer main on Lebanon Road is still accessible but he doesn't want to spend the additional funds for a pump station.

He is requesting that we allow him to seek service from Warren County due to the close proximity of their line to the rear acreage. I would recommend to deny this request.

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



**AGENDA**  
**WORKSHOP MEETING OF VILLAGE COUNCIL**  
**APRIL 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