

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JUNE 15, 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 2017-32 Creating Intermittent Positions in the Maintenance Department

Emergency Resolution 2017-33 Authorizing Agreement with Choice One for OPWC Grant Mason Morrow Millgrove

Emergency Resolution 2017-34 Authorizing Agreement with Choice One for OPWC Grant High Street

Emergency Resolution 2017-35 Awarding Mason Morrow Millgrove Sewer Project to Majors Enterprises

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

Emergency Resolution 2017-37 Designating Fiscal Officer as Public Records Official

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

Authorization of Invoices

Authorization of May Financial Statements

Approval of Meeting Minutes:

Regular Meeting – January 19, 2017

Regular Meeting – January 5, 2017

Workshop Meeting – January 5, 2017

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, OHIO
RESOLUTION NO. 2017-____

A RESOLUTION CREATING INTERMITTENT POSITIONS IN THE MAINTENANCE DEPARTMENT AND ESTABLISHING COMPENSATION, AND DECLARING AN EMERGENCY

WHEREAS, due to an expanding workload within the Village Maintenance Department, the Village requires additional part-time employees in the maintenance department; and,

WHEREAS, it is necessary to create intermittent positions and establish compensation due to complete upcoming projects planned for 2017 and future years; and,

WHEREAS, immediate action is required to ensure the continuity of trained personnel in the Village Maintenance Department in order to preserve the public peace, health, or safety of the Village.

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

Section 1. That two intermittent positions in the Maintenance Department are hereby created.

Section 2. That compensation pay range for said position shall be equal to Pay Grade 1 as set forth in the Village of South Lebanon Compensation Plan, as attached hereto and made a part hereof.

Section 3. The Village Administrator shall advertise for the forthcoming part-time position of Laborer I, review applications, and select qualified applicants subject to the Mayor's approval pursuant to Ohio Revised Code § 735.273.

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

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

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the

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

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of June, 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



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

MEMORANDUM

To: Mayor & Village Council
CC: Nicole Armstrong, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: June 14, 2017
Subject: Mason-Morrow-Millgrove Road & High St. Engineering

At the last Council, the Ohio Public Works Commission (OPWC) pre-applications for the Mason-Morrow-Millgrove Road project and the High Street project were approved. As a next step to improve the competitiveness of the applications, we will get additional points for "Readiness to Proceed" if we have an engineer under contract for the projects before the pre-apps are reviewed.

Therefore, I have attached engineering agreements with Choice One for both projects.

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

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

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

WHEREAS, the Village recently submitted an application for funding through the PY33 Ohio Public Works Commission (OPWC) for the reconstruction of a portion of Mason-Morrow-Millgrove Road; and,

WHEREAS, the OPWC rating criteria allows for additional rating points for having an engineer under contract; and

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

WHEREAS, immediate action is required to show evidence to the OPWC of a contract for engineering services 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, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services in the Village of South Lebanon required for the Mason-Morrow-Millgrove Road Project Phase One for the lump sum fee of \$53,500.00 , as attached hereto.

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

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

Section 4. That 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 15th day of June, 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

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to design and engineering for the Mason-Morrow-Millgrove Road Project Phase One, all in accordance with the scope of work described in Exhibit 1 herein.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

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 Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance

counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. 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 Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant 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. (Intentionally Omitted)
- 3.11. 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 Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

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

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$53,500.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2. For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

5.2 Times of Payments.

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant'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 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

5.4 Definitions

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

6.3 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.

6.4 Successors and Assigns.

- 6.4.1. The Village and Consultant 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.
- 6.4.2. Neither the Village nor Consultant 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 Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

6.5 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.

6.6 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.

6.7 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.

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 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.

6.11 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 S. High Street
South Lebanon, OH 45065

Consultant: Choice One Engineering
Attn. Nicolas J. Selhorst, P.E.
Address: 203 W. Loveland Ave.
Address: Loveland, Ohio 45140

6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant 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. Consultant 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 insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

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

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant 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 Consultant;

The Consultant 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) Consultant 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 Exhibits are 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 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, 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 10 – INDEMNIFICATION

Consultant 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 Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

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SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, 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: _____

Scope of Services

Project Snapshot

Choice One intends to provide construction plans and construction services for the reconstruction of Mason-Morrow-Millgrove Road between the Turtle Creek bridge and approximately 2400' to the west (just before the curb).

Project Details

- The approximate project length is 2400'.
- Plans will be designed to ODOT and Village of South Lebanon Standards.
- A topographic survey will be needed along the project route
- Maintenance of traffic will be covered by general notes. Only local traffic will be maintained. A detour plan will be provided.
- The design speed limit is 40 mph.
- Adjustment in profile grade will be investigated to best fit existing features. The entire roadway is planned to be reconstructed.
- Proposed typical section will be two 12' lanes with 2' shoulders. There will also be two left turn lanes added at the Riverside Subdivision entrance which are required as part of the Traffic Impact Study done for the subdivision.
- No curb and gutter will be installed with this project so the storm drainage will be conveyed via ditches.
- No sanitary sewer or water main work is anticipated with this project.
- Additional permanent right-of-way is not anticipated for this project.
- Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary, with coordination with Choice One.
- Bidding and contract documents will be handled by the Village. Choice One will provide the plans and specifications and answer questions during the bidding process.
- Construction Observation and Administration by Choice One during construction will be done as a separate agreement.
- The estimated construction cost is approximately \$743,000.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research at Warren County Recorder's Office.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from road centerline to 30' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- j. Provide one (1) foot contour intervals.

2. Construction Plans

- a. Title Sheet
- b. Schematic Plan
- c. Typical Sections
- d. General Notes
- e. General Details

- f. Intersection Details
- g. Quantity Summary and Engineer's Estimate
- h. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- i. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
- j. Maintenance of Traffic Notes and Detour Plan
- k. Pavement Marking and Signage Plan
- l. Provide plans to Village for use in bidding documents.
- m. Answer questions during bidding process.
- n. Attend bid opening.
- o. Review and analyze bids prior to award of contract.

Additional Services

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

1. Traffic Impact Studies
2. Traffic Data Collection
3. Construction Layout Staking
4. Construction Bidding Procedures
5. Record Drawings

Client Responsibilities

- Payment of all agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$5,200.00
Construction Plans	\$48,300.00
Total	\$53,500.00

Schedule

After receipt of an executed Agreement, Choice One will have the plans 100% designed and ready to bid by July 1, 2018.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
CONSULTING ENGINEER SERVICES REQUIRED FOR THE HIGH STREET
RECONSTRUCTION PROJECT PHASE TWO, AND DECLARING AN
EMERGENCY**

WHEREAS, the Village recently submitted an application for funding through the PY33 Ohio Public Works Commission (OPWC) for the reconstruction of a portion of High Street; and,

WHEREAS, the OPWC rating criteria allows for additional rating points for having an engineer under contract; and

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

WHEREAS, immediate action is required to show evidence to the OPWC of a contract for engineering services 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, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services in the Village of South Lebanon required for the High Street Reconstruction Project Phase Two for the lump sum fee of \$27,000.00 , as attached hereto.

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

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

Section 4. That 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 15th day of June, 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

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 203 W. Loveland Ave., Loveland, Ohio 45140 ("Consultant").

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to design and engineering for the High Street Reconstruction Project Phase Two, all in accordance with the scope of work described in Exhibit 1 herein.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by the Village and Consultant, Consultant shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services are particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1-A.

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 Consultant by providing all available information pertinent to the Basic Services in the possession of the Village including any previous reports and any other data relative to the Project.
- 3.3. Furnish Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the scope of services.
- 3.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant, obtain advice of an attorney, insurance

counselor and other Consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Basic Services and such approvals and consents from others as may be necessary for completion of the Basic Services.
- 3.7. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the Village and Consultant may require or Consultant may reasonably request with regards to legal issues pertaining to the Basic Services.
- 3.8. 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 Consultant's services.
- 3.9. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of any third party.
- 3.10. Furnish, or direct Consultant 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. (Intentionally Omitted)
- 3.11. 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 Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a written notice to proceed from the Village, Consultant shall proceed with the performance of the services called for in a task order to be issued at a future date.
- 4.3. Consultant's services to be rendered thereunto shall be considered complete upon final payment issued by Village.
- 4.4. If the Village has requested significant modifications or changes in the extent of the Project, the time of performance of Consultant's services and his/her/its various rates of compensation shall be adjusted appropriately, upon approval of the Village and the Consultant of a written Schedule.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

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

The price for the products and/or services provided herein and the method of payment thereto shall be on a time-and-materials basis in accordance with the hourly rate established in Exhibit "1". **THE TOTAL PRICE FOR THE BASIC SERVICES SHALL NOT EXCEED \$27,000.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

- 5.1.2. For Additional Services. The Village shall pay Consultant for Additional Services rendered set forth in Exhibit 1 based on the hourly rates for Professional Consulting Services, as particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

5.2 Times of Payments.

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant'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 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

5.4 Definitions

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

6.3 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.

6.4 Successors and Assigns.

- 6.4.1. The Village and Consultant 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.
- 6.4.2. Neither the Village nor Consultant 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 Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

6.5 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.

6.6 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.

6.7 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.

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 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.

6.11 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 S. High Street
South Lebanon, OH 45065

Consultant: Choice One Engineering
Attn. Nicolas J. Selhorst, P.E.
Address: 203 W. Loveland Ave.
Address: Loveland, Ohio 45140

6.12 Insurance

Consultant shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant 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. Consultant 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 insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

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

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

(f) The Consultant 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 Consultant;

The Consultant 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) Consultant 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 Exhibits are 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 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Consultant, 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 10 – INDEMNIFICATION

Consultant 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 Consultant, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

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SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, 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: _____

Scope of Services

Project Snapshot

Choice One intends to provide construction plans and construction services for the reconstruction of High Street between Broadway Street and Forrest Avenue.

Project Details

- The approximate project length is 400'.
- Plans will be designed to ODOT and Village of South Lebanon Standards.
- A topographic survey will be needed along the project route.
- Maintenance of traffic will be covered by general notes. Only local traffic will be maintained. A detour plan will be provided.
- The design speed limit is 25 mph.
- Adjustment in profile grade will be investigated to best fit existing features.
- Proposed typical section will be 33' back of curb to back of curb.
- Type 2 Curb and Gutter will be utilized as part of the typical section.
- Storm/sanitary sewer, including service laterals, will be replaced along the project route.
- The existing storm sewer "outlet" at the corner of Broadway and High will be not be replaced as part of this project. Currently there is a dry well that overflows and runs west down Broadway Street and the new storm sewer on High Street will tie into this.
- Water services and meters will be replaced along project route. The roadway has a 12" water main that the new services can tie into. Existing 4" main will be abandoned along this block.
- Additional permanent right-of-way is not anticipated for this project.
- Electric, telephone, cable, and gas will be relocated by the appropriate company as part of this project. The base bid will include a duct bank of PVC conduits for the various utility companies so that the utility pole line along this stretch of High Street can be put underground.
- Bidding and contract documents will be handled by the Village. Choice One will provide the plans and specifications and answer questions during the bidding process.
- Construction Observation and Administration by Choice One will be done as a separate agreement.
- The estimated construction cost is approximately \$462,000.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research at Warren County Recorder's Office.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from road centerline to 20' beyond right-of-way or to nearest house front for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- j. Provide one (1) foot contour intervals.

2. Construction Plans

- a. Title Sheet
- b. Schematic Plan
- c. Typical Sections

- d. General Notes
- e. General Details
- f. Intersection Details
- g. Quantity Summary and Engineer's Estimate
- h. Roadway Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- i. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
- j. Maintenance of Traffic Notes and Detour Plan
- k. Pavement Marking and Signage Plan
- l. Provide plans to Village for use in bidding documents.
- m. Coordinate with Duke Energy and other utilities on utility relocations.
- n. Answer questions during bidding process.
- o. Attend bid opening.
- p. Review and analyze bids prior to award of contract.

Additional Services

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

1. Traffic Impact Studies
2. Traffic Data Collection
3. Construction Layout Staking
4. Construction Bidding Procedures
5. Record Drawings

Client Responsibilities

- Payment of all agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$3,900.00
Construction Plans	\$23,100.00
Total	\$27,000.00

Schedule

After receipt of an executed Agreement, Choice One will have the plans 100% designed and ready to bid by July 1, 2018.



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

MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor
Nicole Armstrong, Fiscal Officer

From: Jerry Haddix, Village Administrator

Date: June 13, 2017

Subject: E. Mason-Morrow-Millgrove Sewer Project Award Recommendation

On May 30, 2017, the bids for the E. Mason-Morrow-Millgrove Road Sanitary Sewer Project Re-Bid were opened. The engineer's estimate on the project was \$275,000. The results were as follows:

<u>BIDDER</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
Stauffer Site Services, LLC, Mason, OH	\$270,390.00	\$229,386.00
Majors Enterprises, Inc., Monroe, OH	\$277,197.00	\$271,542.00
Smith Corp., Cincinnati, OH	\$280,318.00	\$266,819.00

After reviewing the bids and an evaluation of references and project experience, the Project Engineer, Choice One Engineering, is recommending awarding the project to Majors Enterprises, Inc. for the base bid amount of \$277,197.00. I concur with their recommendation.

The base bid contains the spec for controlled density fill (CDF) for the areas along the roadway. This is the preferred fill in this area especially given the fact that paving from the upcoming intersection project will be going over this area.

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



Date

June 13, 2017

Attention

Jerry Haddix
Village Administrator

Address

99 N. High Street
South Lebanon, OH 45065

Subject

Mason-Morrow-Millgrove Sanitary Sewer Rebid
Award Recommendation Letter

Dear Mr. Haddix:

Through our evaluation of the references and project experience of the three bidders on the above-mentioned project, Majors Enterprises Inc. of Monroe, Ohio appears to be the lowest, responsible bidder on the base bid.

Please execute a Notice of Award and forward the Contract Documents, along with the executed Notice of Award, to Majors Enterprises Inc.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas J. Selhorst".

Nicholas J. Selhorst, P.E.

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



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

A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO MAJORS ENTERPRISES, INC. FOR THE CONSTRUCTION OF EAST MASON-MOROW-MILLGROVE ROAD SANITARY SEWER PROJECT RE-BID, AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the Village published invitations to bid the East Mason-Morrow-Millgrove Road Sanitary Sewer Project Re-Bid with the bid opening on May 30, 2017; and,

WHEREAS, Stauffer Site Services LLC submitted the apparent low bid with a base bid of \$270,390.00 and an alternate bid of \$229,386.00; and,

WHEREAS, the Village Administrator, along with the Project Engineer, has reviewed all of the bids submitted and recommends that the contract for this Project be awarded to Major Enterprises, Inc. for the base bid amount of \$277,197.00; and,

WHEREAS, due to the necessity to complete construction of the Project in sixty (60) days due to upcoming construction in the immediate vicinity, immediate action is required 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 the issuance of a Notice of Award to Majors Enterprises, Inc. (Contractor) and further authorize the Mayor and Fiscal Officer to execute the Project Contract after approval as to form by the Village Solicitor and execution by the Contractor.

Section 2. Upon full execution of the Project Contract, the Mayor and Fiscal Officer are further authorized to execute and send a Notice to Proceed to the Contractor.

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

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

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

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

Adopted this 15th day of June, 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: 6/15/2017

NOTICE OF AWARD

Date of Issuance: June 16, 2017

Owner: Village of South Lebanon
E. Mason-Morrow-Millgrove Road Sanitary

Project: Sewer Project-Re-Bid

Bidder: Majors Enterprises, Inc.
6393 Hamilton-Lebanon Rd,

Bidder's Address: Monroe, OH 45050

To Bidder:

You are notified that Owner has accepted your Bid dated 5/30/17 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Construction of the E. Mason-Morrow-Millgrove Road Sanitary Sewer Project – Base Bid

(Describe Work or alternates awarded.)

The Contract Price of the awarded Contract is \$277,197.00

Three (3) copies of the proposed Contract Documents (except Plans) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

Three (3) counterparts of the Agreement, fully executed by Bidder must be delivered to Village of South Lebanon.

Deliver with the executed Agreements the Contract Security and insurance documentation as specified in the General Conditions and Supplementary Conditions - Article 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully-executed counterpart of the Agreement.

OWNER: Village of South Lebanon

By:

[Signature]

[Printed name]

James D. Smith

Title:

Mayor

AGREEMENT

This Agreement is by and between the Village of South Lebanon (Owner), 99 North High Street, South Lebanon, OH 45065 and Majors Enterprises, Inc. (Contractor) 6393 Hamilton-Lebanon Road, Monroe, OH 45050..

Owner and Contractor, hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of gravity sanitary sewer along Mason-Morrow-Millgrove Road per bid documents and specifications.

ARTICLE 2 – THE PROJECT

2.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Village of South Lebanon E. Mason-Morrow-Millgrove Road Sanitary Sewer Project-Re-Bid

ARTICLE 3 – ENGINEER

The Project has been designed by Choice One Engineering.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. Bidder agrees that the Work will be complete within sixty (60) days from the date of the “Notice to Proceed”.

Liquidated Damages

- A.** Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)
- 1.** *Substantial Completion:* Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2.** *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after such until the Work is completed and ready for final payment.
 - 3.** Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined for all work at the prices stated in Contractor's Bid provided within this document.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A.** Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A.** Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on

or about the 25th day of each month during construction as provided in paragraph 6.02.A.1 a and b below, provided that such Application for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Unit Price Work based on the number of units completed.

1. For Cost of the Work: Progress payments on account of the Cost of the Work will be made. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages in accordance with the Contract:

- a.** 92% Cost of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b.** 92% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% of the unit price of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A.** Contractor has examined and carefully studied the Contract Documents and data and reference items identified in the Contract Documents.
- B.** Contractor has visited the Site, conducted a thorough, alert visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.** Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D.** Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all plans of physical conditions relating to existing surface or subsurface structures at the Site if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and plans, and (2) reports and plans relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and plans.
- E.** Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and plans identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and (3) Contractor's safety precautions and programs.
- F.** Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G.** Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H.** Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- I.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J.** Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

- 9.01** Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, plans, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A.** The Contract Documents consist of the following:
- 1.** This Agreement (pages A-2 to A-10, inclusive).
 - 2.** Performance Bond (pages A-11 to A-12, inclusive).
 - 3.** General Conditions (pages 1 to 65, inclusive).
 - 4.** Supplementary Conditions (SC-1 to SC-18, inclusive).
 - 5.** Wage Determination and Payroll Submittal (inclusive).
 - 6.** Specifications as listed in the table of contents on page S-1 (inclusive).
 - 7.** Plans (Not attached, but incorporated by reference) consisting of 3 sheets with each sheet bearing the following general title: Village of South Lebanon E. Mason-Morrow-Millgrove Road Sanitary Sewer Project-Re-Bid.
 - 8.** Addenda (numbers _____ to _____, inclusive).
 - 9.** Exhibits to this Agreement (enumerated as follows): **a.** Contractor's Bid (pages B-1 to B-8, inclusive).

- 10.** The following which may be delivered or issued on or after the Effective Date of the Contract.
 - a.** Notice to Proceed (inclusive).
 - b.** Notice of Commencement (inclusive).
 - c.** Certificate of Owner's Attorney (inclusive).
 - d.** Certificate of Owner's Financial Officer (inclusive).
 - 11.** The following which must be completed before payment(s) is issued.
 - a.** Application for Payment.
 - b.** Change Orders.
 - c.** Partial Release of Liens and Claims.
 - 12.** The following which must be completed before final payment is issued.
 - a.** Application for Payment.
 - b.** Change Orders.
 - c.** Final Release of Liens and Claims.
 - d.** Affidavit - Village Income Tax.
 - e.** Affidavit of Compliance, Prevailing Wages.
- B.** The documents listed in paragraph 10.01.A are attached to this agreement (except as expressly noted otherwise above).
- C.** There are no Contract Documents other than those listed above in this Article 10.
- D.** The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

- A.** Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

11.02 Assignment of Contract

- A.** Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

11.03 Successors and Assigns

- A.** Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

- A.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Campaign Contributions

- A.** Contractor hereby certifies that all applicable parties listed in Division (I) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) or O.R.C. Section 3517.13.

11.06 Contractor's Certifications

- A.** Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.06:
 - 1.** “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2.** “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3.** “collusive practice” means a scheme or an arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4.** “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.07 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

The most recent date between the two parties will serve as the effective date.

CONTRACTOR: Majors Enterprises, Inc.

By:

[Signature]

[Printed name]

Title:

Witness:

[Signature]

[Printed name]

Signature Date:

Physical Address for giving notices:

6393 Hamilton-Mason Road

Monroe, OH 45050

Telephone Number: (513) 539-8212

Email Address: majorssupply@hotmail.com

Federal I.D. Number: 31-1587448

(Signature page continued on next page.)

OWNER: Village of South Lebanon

By:
[Signature] _____
[Printed name] James D. Smith

Title: Mayor

Witness:
[Signature] _____
[Printed name] _____

Signature Date: _____

Physical Address for giving notices:
99 High Street

South Lebanon, Ohio 45065

Telephone Number: 513-494-2296

Email Address: jsmith@southlebanonohio.org

Federal I.D. Number: 31-600-8930

NOTICE TO PROCEED

Owner: Village of South Lebanon

Contractor: Majors Enterprises, Inc.

Effective Date of Contract: June 15, 2017

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence on the date issued of this notice to proceed.

On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is sixty (60) days from the date of this Notice.

Before starting any Work at the Site, Contractor must comply with the following:

OWNER: Village of South Lebanon

By:

[Signature]

[Printed name] James D. Smith

Signature Date: _____

Physical Address for giving notices:

99 High Street, South Lebanon, Ohio 45065

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

SECTION 1311.252 OHIO REVISED CODE

State of Ohio, County of Warren, ss:

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

(1) The Project is identified as:

Project Name: E. Mason-Morrow-Millgrove Road Sanitary Sewer Project-Re-Bid

Location: South Lebanon, Ohio

(2) The Public Authority responsible for the Project is:

Public Authority: Village of South Lebanon

Address: 99 High Street, South Lebanon, Ohio 45065

(3) All principal contractors on the Project, the trade and Surety of each are as follows:

Principal Contractors Name: Majors Enterprises, Inc.

Address: 6393 Hamilton-Lebanon Road, Monroe, OH 45050

Trade: General

Surety Name and Address: FCCI Insurance Co., 6300 University Parkway, Sarasota, FL 34240

The Public Authority first executed a contract with a principal contractor for the Project on:

Date: June 15, 2017

The name & address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name: James D. Smith

Address: 99 High Street, South Lebanon, Ohio 45065

Public Authority: Village of South Lebanon

Signature: _____

Title: Mayor

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she verily believes and further that he/she is fully authorized by the Public Authority to give said notice.

Sworn to before me and subscribed in my presence on this _____ day of _____, _____.

Notary Public

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, __Paul R. Revelson_____, the duly authorized and acting legal representative of Village of South Lebanon do hereby certify as follows:

I have examined the attached contract(s), surety bonds, insurance, and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents meets the requirements set forth within and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

WITNESS:

I, Nicole Armstrong, Fiscal Officer, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Village of South Lebanon, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Fiscal Officer

SEAL:



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

MEMORANDUM

To: Mayor & Village Council
CC: Nicole Armstrong, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: June 14, 2017
Subject: Janitorial service

Attached is a resolution and agreement for an agreement with Jani-King of Cincinnati to provide janitorial services for the administration building and W.C. Sheriff's Post. Jani-King's proposal is for \$250 per month (\$3,000/year) and they would provide all of the cleaning equipment and supplies with the exception of paper products.

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

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

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

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

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

WHEREAS, due to the desire to make this agreement effective July 1, 2017, immediate action is required 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 Maintenance Agreement with Jani-King, a copy of which is attached hereto.

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

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

Section 4. That 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 , 2017.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

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



United States

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

Argentina

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto
Windsor

Great Britain

Birmingham
London

France

Korea

Mexico

Monterrey

New Zealand

Singapore

Spain

Turkey

Istanbul

Taiwan

March 21, 2017

Village of South Lebanon

Jerry Haddix

99 High Street

South Lebanon, OH 45065

Dear Jerry Haddix:

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

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

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

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

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

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

Best Regards,

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

Cleaning Schedule

Location(s) Where Services Will Be Performed:

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

Named Areas:

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

I. EACH CLEANING

A. OFFICES/CONFERENCE ROOM

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

Client Initials_____

B. RESTROOMS

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

C. BREAK ROOM

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

Client Initials _____

II. WEEKLY CLEANING

A. ALL NAMED AREAS

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

III. MONTHLY CLEANING

A. ALL NAMED AREAS

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

Client Initials_____



PRICING SCHEDULE

FOR

Village of South Lebanon

99 High Street
South Lebanon, OH 45065

OPTION A

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

TWO HUNDRED AND FIFTY DOLLARS
(\$250.00)

Tax Not Included
PER MONTH

OPTION B

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

THREE HUNDRED DOLLARS
(\$300.00)

Tax Not Included
PER MONTH

******Pricing to be confirmed once project is complete******

Client Signature

Jani-King Signature

Print Name/Title

PJ Hofferberth/Business Development Advisor
Print Name/Title



Additional Services Offered By Jani-King

HIGH SPEED BURNISHING:

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

TOP SCRUB AND RECOAT:

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

STRIPPING AND RECOATING:

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

CARPET EXTRACTION:

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

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

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



JANI-KING OF CINCINNATI MAINTENANCE AGREEMENT



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

Facility Location:

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

1. PERFORMANCE OF SERVICES

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

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
--------	---------	-----------	----------	--------	----------	--------

1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services and maintain the named areas in a neat, clean, and orderly condition as outlined in the Cleaning Schedule.

1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in Named Areas.

1.8. Jani-King agrees to carry at least \$5,000,000 in general liability insurance coverage as well as Workers Compensation coverage as prescribed by law.

2. PAYMENT OF SERVICES

2.1. Client agrees to pay to Jani-King each month the total minimum sum of \$ _____ also stated in the Pricing Schedule, attached hereto, on or before the last day of each month that Services are rendered. If applicable, Client agrees to pay for any charges relating to an Initial Clean and/or any future authorized additional cleaning Client may request. Client agrees to pay all sales or use tax levied by a taxing authority on the value of the Services rendered or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice. Jani-King agrees to provide Client an invoice a minimum of 30 days prior to its due date.

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for holidays.

2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area(s) of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.4. It is expressly agreed that the total minimum sum stated in Section 2.1. may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.

2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.

3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owners will not be within the protection or coverage of Client's Workers Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

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

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

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

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

5. GENERAL PROVISIONS

5.1. Client agrees to provide Jani-King, its designated Quality Control employees, and franchise owner reasonable access to all areas in which cleaning is being contractually performed during regular business hours to perform routine quality control checks and inspections.

5.2. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.3. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent.

5.4. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.5. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of Hamilton County, Ohio.

5.6. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.7. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

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

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



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: Nicole Armstrong, Fiscal Officer

Date: June 14, 2017

Subject: Certified Public Records Training, Tuesday, June 20, 2017

During regularly scheduled financial audits, the Auditor of State requires that elected officials take a Certified Public Records Training course once during each term of elected office. The training session may be attended by an official, or an individual they designate to attend.

In the past, Sharon Louallen was appointed the “designee” for Council. Attached is Resolution 2017-37, to allow me to be your designee if desired.

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

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

**A RESOLUTION DESIGNATING NICOLE ARMSTRONG, FISCAL OFFICER, AS
THE VILLAGE'S PUBLIC RECORDS OFFICIAL, AND DECLARING AN
EMERGENCY**

WHEREAS, in accordance with Ohio Revised Code (ORC) §149.43, all local elected officials are required to complete public records training during each term of office; and,

WHEREAS, per ORC § 109.43(A)(1), a designee may be appointed by the Village Council to fulfill this requirement for all Village elected officials; and,

WHEREAS, the Fiscal Officer has been the Public Records designee in prior years; and,

WHEREAS, immediate action is needed for the purpose of the public records designee attending an upcoming training session, 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 Village Council hereby designates Nicole Armstrong, Fiscal Officer, as the Village of South Lebanon Public Records Official, representing all Village elected officials.

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

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

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

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

Adopted this 15th day of June, 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



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

MEMORANDUM

To: Mayor & Village Council
CC: Paul Revelson, Village Solicitor
From: Jerry Haddix, Village Administrator
Date: June 14, 2017
Subject: Court Costs & Bond Schedule changes

The Magistrate, Solicitor and Court Clerk have been reviewing the current Mayor's Court fees and bond schedule. Based on their review, they have recommended the attached changes. Paul will be able to discuss these changes in further detail at the meeting.

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

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

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

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

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

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

WHEREAS, immediate action is required to institute these costs and fees for upcoming court cases and in order to preserve the public peace, health, or safety of the Village.

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

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

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

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

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

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

Adopted this ____ day of June, 2017.

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

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

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____ / ____ /2017

South Lebanon Mayor's Court

Court Cost and Fees

Cost:

\$71.00

Fees:

Warrant	\$50.00
Warrant Mileage	Varies
Warrant Block	\$10.00
6 Month Diversion	\$100.00 \$200.00
1 Year Diversion	\$200.00
Licenses Cancellation	\$20.00
Registration Block	\$20.00
Driving Privileges	\$15.00
Witness & Subpoena	\$5.00
*(including for Deputies)	
Certified Mail	Cost per Post Office
Failure to Appear Fee	\$15.00
Continuance Fee	1 st one no charge
*(if Magistrate cont.'s no fee. If setting for Pre-Trial or Trial no fee)	2 nd & on \$10.00
Capital Recovery	% Calculated by CRS
Returned Check	\$15.00
Court Appointed Attorney	\$25.00
Payment Plan	\$10.00
*(if Magistrate sets for pay or appear no fee.)	
Payment Plan Modification Fee	\$10.00
Personal/Service Fee (from SO)	Varies
Appeal to Warren Co. Court	\$20.00
Bond Administration Fee	10% of Posted Bond

Updated: _____

SOUTH LEBANON MAYOR'S COURT BOND SCHEDULE EXHIBIT "B"

Effective: January 26, 2017

VIOLATIONS WHERE APPEARANCE MAY NOT BE REQUIRED

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

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

SPEEDING VIOLATIONS

Up to 15 miles over	\$ 175.00	\$176.00
16 to 30 miles over	\$ 195.00	\$196.00
31 to 34 miles over	\$ 235.00	\$236.00
35 and over	Required Appearance	
Second speeding offense within 12 months (up to 34 miles over)	\$ 285.00	\$286.00
Second or more speeding offense within 12 months (35 miles & over)	Required Appearance	
Third or more speeding offense within 12 months	Required Appearance	
School Zone		
First offense within 12 months (up to 15 miles over)	\$ 235.00	\$236.00
Second offense within 12 months or 16 miles and over	Required Appearance	
Construction Zone (with or without workers)---The fine amount will be doubled and then costs added on.		
Failure to Stop for a school bus	Required Appearance	
Reckless Operation (Disregard of Safety—1st)	\$ 285.00	\$286.00
Expired Registration (Reg. Violation / Fail to file for Reg.).....	\$ 185.00	\$186.00
Fictitious Registration	\$ 285.00	\$286.00
No Operators License (includes No M/C Endor, Correc.Lense)	Required appearance	
Expired Operators License		
Expired up to 6 months	\$ 185.00	\$186.00
Expired OVER 6 months	Required Appearance	
Other Minor Misdemeanor <i>MOVING</i> Traffic offense without an accident	\$ 175.00	\$176.00
Other Minor Misdemeanor <i>NON-MOVING</i> Traffic offense without an accident	\$ 160.00	\$161.00
Other Minor Misdemeanor Traffic offense with accident, no injuries	\$ 205.00	\$206.00
Other Minor Misdemeanor Traffic offense with accident, with injuries	\$ 250.00	\$251.00
Minor Misdemeanor Possession offense	\$ 200.00	\$201.00

PARKING VIOLATIONS

Fire Lane Violation ..(Appearance Not Required)	\$ 135.00	\$136.00
Handicap Parking Violation ..(Appearance Not Required)	\$ 310.00	\$311.00
Other M-M Parking Violation ..(Appearance Not Required)	\$ 120.00	\$121.00

SAFETY VIOLATIONS (NON-MOVING VIOLATIONS)

Seat Belt		
Driver	\$ 106.00	\$107.00
Passenger	\$ 96.00	\$97.00
Child Restraint	\$ 180.00	\$181.00
Unsafe Vehicle	\$ 280.00	\$281.00
Open Container in a Motor Vehicle	\$ 225.00	\$226.00
Intoxicated Pedestrian on Highway	\$ 280.00	\$281.00
Consumption in a Motor Vehicle	\$ 320.00	\$321.00

DOG & KENNEL

Fail to Give Transfer of Ownership Certificate	\$ 275.00	\$276.00
Violation of Rabies Quarantine	\$ 275.00	\$276.00
Fail to Obtain License	\$ 195.00	\$196.00
Fail To Confine Dog(s)		
First Offense	\$ 195.00	\$196.00
Second (or more) Offense within one year	Required appearance	
Kinder Capture of Unregistered Dog or Examination of		
Dog Wearing Tag	\$ 195.00	\$196.00
Harboring Dog Wearing Unlawful Tag	\$ 195.00	\$196.00

PUCO

Operating An Out-of-Service Vehicle	Required Appearance
Out-of-Service Driver Operating A Vehicle	\$ 575.00 \$576.00
Possession of Intoxicating Beverage	Required Appearance
ALL OTHER PUCO VIOLATIONS (Example: Permit Viol.)	\$ 285.00 \$286.00
Insecure load, Overlength, Overwidth	\$ 285.00 \$286.00
Equipment Violation (1 st Offense)	\$ 275.00 \$276.00
Overweight ⁵	
0 – 2,000 lbs.	\$ 215.00 \$216.00
2,001 – 2,099 lbs.	\$ 255.00 \$256.00
In excess of 2,099 – 5,000 lbs.	
(Plus \$1.00 per hundred Wt. In excess of 2,000 pounds) (use \$.01) ..	\$ 255.00 \$256.00
5,001 – 5099 lbs.	\$ 365.00 \$366.00
5,100 – 10,000 lbs.	
(Plus \$2.00 per hundred Wt. In excess of 5,000 pounds) (use \$.02) ...	\$ 365.00 \$366.00
10,001 – 10,099 lbs.	\$ 595.00 \$596.00
10,100 – 30,000 lbs.	
(Plus \$3.00 per hundred Wt. In excess of 10,000 pounds) (use \$.03) ...	\$ 595.00 \$596.00

Example Formula for figuring bond amount:

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

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

Or you can use:

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

WILDLIFE LAWS

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses ... (Appearance Not Required*)	\$ 275.00 \$276.00
M-4 Fishing Violations ... (Appearance Not Required*)	\$ 175.00 \$176.00
M-4 Offenses ... (Appearance Not Required*)	\$ 225.00 \$226.00
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$196.00
Hunting Without License ... (Appearance Not Required*)	\$ 275.00 \$276.00

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

WATERCRAFT LAWS

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses	Required Appearance
M-4 Offenses	\$ 225.00 \$226.00
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$196.00

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

PARKS & RECREATION

M-1 Offenses	Required Appearance
M-2 Offenses	Required Appearance
M-3 Offenses	Required Appearance
M-4 Offenses	Required Appearance
M-M Offenses ... (Appearance Not Required*)	\$ 195.00 \$196.00
M-M Parking Violations ... (Appearance Not Required*)	\$ 135.00 \$136.00

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

Speeding offenses within parks use SPEED Bond Schedule, above.

OTHER

Littering	\$ 275.00 \$276.00
-----------------	--------------------------------------

CRIMINAL AND TRAFFIC VIOLATIONS – APPEARANCE REQUIRED

MISDEMEANOR OFFENSES

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

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

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

FELONY OFFENSES

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

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

GENERAL PROVISIONS

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

Bonds may be satisfied by any of the following:

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

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

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

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

APPROVED:

Date: _____

Magistrate, Corwin Keith Nixon JR



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

MEMORANDUM

To: Mayor & Village Council
CC: Nicole Armstrong, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: June 14, 2017
Subject: Stonebrook Way Paving

Due to the deteriorating condition of the entrance to the Stonebrook subdivision, I have solicited proposals from various paving contractors to repair, repave and re-stripe Stonebrook Way from State Route 48 to Station Drive. The proposals came in as follows:

John R. Jurgensen	\$33,947.40
J.K. Meurer Corp.	\$38,204.00
Barrett Paving Materials, Inc.	\$44,692.50

Also, the Village has a balance of \$138,530.13 in CVT funds with the County.

Barrett Paving is currently repaving St. Rt. 48 and 22-3 and they are planning on completing work in this area the first week of July. This work would be completed after the Barrett work.

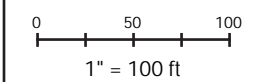
Therefore, I am requesting a motion to request CVT funds from the County and approve awarding the project to John R. Jurgensen Co. in the amount of \$33,947.40.

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

Stonebrook Way Re-paving

Warren County Legend

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



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VILLAGE OF SOUTH LEBANON
STONEBROOK WAY PAVING PROJECT
PROPOSAL SHEET
June 6, 2017

REF. NO.	ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
1	254	BUTT JOINT	EACH	2	350 ⁰⁰	700 ⁰⁰
2	254	PAVEMENT MILLING +/- 1.5"	S.Y.	2,424	260 ⁰⁰	630,240 ⁰⁰
3	441	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448), PG64-22 - 2"	TON	269	77 ⁰⁰	20,713 ⁰⁰
4	253	PAVEMENT REPAIR (10" 301 Asphalt & Subgrade Compaction)(as directed)	SY	50	93 ⁰⁰	4,650 ⁰⁰
5	644	STOP BAR STRIPING	LF	31	22 ⁰⁰	682 ⁰⁰
6	644	DIVIDING LINE	LF	50	12 ⁰⁰	600 ⁰⁰
7	644	TURN ARROWS	EACH	2	150 ⁰⁰	300 ⁰⁰
PROPOSAL TOTAL						\$ 33,947 ⁴⁰

PROPOSER INFORMATION:

Name: John R. Jagersen
Address: 11641 Washington Rd.
City, State, Zip: Cincinnati, OH 45241
Phone: 513-771-0820
Fax: 513-326-6770
Contact: Doug Jagersen
Contact Phone: 513-326-6780
Contact Email: Doug.Jagersen@JRSnet.com
Signed: [Signature]
Date: 6/13/17



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SPECIAL DETAIL AVAIL	0	1	0	0	0	0	0	0	0	0	0	0	1
SPECIAL DETAIL UNAVA	0	1	0	0	0	0	0	0	0	0	0	0	1
VACATION HOUSE CHECK	70	66	41	27	30	0	0	0	0	0	0	0	234
PUBLIC SERVICE	47	69	74	48	42	0	0	0	0	0	0	0	280
EMERGENCY BUTTON ACT	0	0	1	0	0	0	0	0	0	0	0	0	1
911 HANGUP	15	13	23	52	18	0	0	0	0	0	0	0	121
911 SILENT	5	4	11	16	9	0	0	0	0	0	0	0	45
ACCIDENT-INJURY	3	1	1	4	2	0	0	0	0	0	0	0	11
BURGLAR/INTRUSION AL	7	6	16	18	17	0	0	0	0	0	0	0	64
FIRE/MEDICAL ALARM	2	3	2	6	6	0	0	0	0	0	0	0	19
HOLDUP ALARM	0	1	0	0	0	0	0	0	0	0	0	0	1
PANIC/DURESS ALARM	0	0	2	1	0	0	0	0	0	0	0	0	3
ANIMAL COMPLAINT	6	1	4	8	5	0	0	0	0	0	0	0	24
ACCIDENT-PROPERTY	12	9	11	9	17	0	0	0	0	0	0	0	58
ASSAULT	1	1	0	0	1	0	0	0	0	0	0	0	3
ATTEMPT TO LOCATE	6	6	2	7	6	0	0	0	0	0	0	0	27
ABANDONED VEHICLE	0	0	1	0	1	0	0	0	0	0	0	0	2
BUSINESS CHECK	1	0	0	0	0	0	0	0	0	0	0	0	1
BOMB THREAT	0	1	0	0	0	0	0	0	0	0	0	0	1
BURGLARY	0	2	1	0	0	0	0	0	0	0	0	0	3
BURGLARY IN PROGRESS	0	0	0	3	2	0	0	0	0	0	0	0	5
CITIZEN ASSIST	5	4	10	6	4	0	0	0	0	0	0	0	29
CRIMINAL DAMAGING	2	2	0	2	1	0	0	0	0	0	0	0	7



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
CRIMINAL DAMAGING IN	1	1	0	1	1	0	0	0	0	0	0	0	4
CIVIL SERVICE	57	33	20	35	22	0	0	0	0	0	0	0	167
CRIMINAL WARRANT SER	6	6	4	5	5	0	0	0	0	0	0	0	26
DEAD BODY	1	0	0	0	0	0	0	0	0	0	0	0	1
DISORDERLY CONDUCT	1	0	1	1	0	0	0	0	0	0	0	0	3
DOMESTIC COMPLAINT	7	2	3	2	6	0	0	0	0	0	0	0	20
DOMESTIC IN PROGRESS	5	7	2	5	9	0	0	0	0	0	0	0	28
DISABLED VEHICLE	8	6	6	7	10	0	0	0	0	0	0	0	37
EXTRA PATROL	2	0	4	1	3	0	0	0	0	0	0	0	10
ESCORT	6	11	14	7	2	0	0	0	0	0	0	0	40
FRAUD	1	6	1	2	5	0	0	0	0	0	0	0	15
FIGHT	1	0	1	2	1	0	0	0	0	0	0	0	5
FIRE TRAFFIC	5	2	5	5	5	0	0	0	0	0	0	0	22
FOLLOWUP INVESTIGATI	29	16	22	26	28	0	0	0	0	0	0	0	121
HARASSMENT-PHONE	1	2	1	2	2	0	0	0	0	0	0	0	8
HARASSMENT-VERBAL	1	0	0	0	1	0	0	0	0	0	0	0	2
HIGH WATER	0	0	1	0	0	0	0	0	0	0	0	0	1
INTOXICATED DRIVER	2	3	2	1	4	0	0	0	0	0	0	0	12
INTOXICATED SUBJECT	2	0	1	3	1	0	0	0	0	0	0	0	7
JUVENILE COMPLAINT	0	3	1	3	5	0	0	0	0	0	0	0	12
JUVENILE RUNAWAY	0	0	0	3	2	0	0	0	0	0	0	0	5
JUVENILE UNRULY	1	1	1	2	4	0	0	0	0	0	0	0	9
THEFT	16	11	10	3	4	0	0	0	0	0	0	0	44



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
THEFT ACTIVE	3	1	1	0	0	0	0	0	0	0	0	0	5
LOCKOUT RESIDENTIAL/	9	11	15	12	8	0	0	0	0	0	0	0	55
LOST PROPERTY	0	0	0	0	1	0	0	0	0	0	0	0	1
LANDLORD/TENANT DISP	0	0	0	0	2	0	0	0	0	0	0	0	2
MUTUAL AID	1	3	3	2	3	0	0	0	0	0	0	0	12
MOTORCYCLE/ATV COMPL	1	0	1	2	0	0	0	0	0	0	0	0	4
EDP	2	2	3	1	0	0	0	0	0	0	0	0	8
EMS ASSIST	49	36	35	40	42	0	0	0	0	0	0	0	202
MISSING PERSON	0	1	1	0	1	0	0	0	0	0	0	0	3
NARCOTICS COMPLAINT	6	5	3	2	8	0	0	0	0	0	0	0	24
NOISE DISTURBANCE	3	5	3	4	4	0	0	0	0	0	0	0	19
NOTIFICATION	5	1	3	5	8	0	0	0	0	0	0	0	22
NEIGHBOR TROUBLE	2	0	1	1	1	0	0	0	0	0	0	0	5
NEIGHBOR TROUBLE IN	1	2	1	0	0	0	0	0	0	0	0	0	4
NATURE UNKNOWN	1	1	1	0	1	0	0	0	0	0	0	0	4
ROAD CLOSING INFORMA	0	0	3	0	0	0	0	0	0	0	0	0	3
CONTROLLED BURN INFO	0	0	0	0	1	0	0	0	0	0	0	0	1
OVERDOSE	4	2	3	2	1	0	0	0	0	0	0	0	12
OPEN DOOR/WINDOW	2	1	1	0	0	0	0	0	0	0	0	0	4
PARKING COMPLAINT	2	0	2	1	2	0	0	0	0	0	0	0	7
PROWLER	0	1	0	1	1	0	0	0	0	0	0	0	3
PRISONER TRANSPORT	0	1	0	0	0	0	0	0	0	0	0	0	1
REPO	2	3	2	4	2	0	0	0	0	0	0	0	13



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
ROAD HAZARD	1	1	2	1	2	0	0	0	0	0	0	0	7
ROBBERY IN PROGRESS	0	2	0	0	0	0	0	0	0	0	0	0	2
RECOVERED PROPERTY	1	1	4	0	0	0	0	0	0	0	0	0	6
ROAD RAGE	0	0	0	1	0	0	0	0	0	0	0	0	1
SOLICITOR COMPLAINT	1	1	0	0	1	0	0	0	0	0	0	0	3
SHOTS FIRED IN AREA	0	1	0	2	0	0	0	0	0	0	0	0	3
SEXUAL OFFENSE	0	1	2	0	0	0	0	0	0	0	0	0	3
SUSPICIOUS PERSON	7	10	8	14	21	0	0	0	0	0	0	0	60
SCHOOL RESOURCE OFFI	0	0	0	0	1	0	0	0	0	0	0	0	1
SUICIDE/ATT SUICIDE	0	0	1	3	0	0	0	0	0	0	0	0	4
SUSPICIOUS VEHICLE	10	9	5	8	10	0	0	0	0	0	0	0	42
THREATS	1	1	3	1	2	0	0	0	0	0	0	0	8
TRAFFIC OFFENSE	5	1	8	2	7	0	0	0	0	0	0	0	23
TRAFFIC PROBLEM	1	0	1	2	1	0	0	0	0	0	0	0	5
TRESPASSERS	1	5	4	2	5	0	0	0	0	0	0	0	17
TRAFFIC STOP	53	60	66	71	83	0	0	0	0	0	0	0	333
UNKNOWN INVESTIGATIO	2	2	4	5	2	0	0	0	0	0	0	0	15
UTILITY PROBLEM	0	0	0	2	1	0	0	0	0	0	0	0	3
THEFT VEHICLE	0	0	0	1	0	0	0	0	0	0	0	0	1
WELL BEING CHECK	7	4	3	7	10	0	0	0	0	0	0	0	31
Totals:	518	476	493	522	513	0	0	0	0	0	0	0	2,522



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
VACATION HOUSE CHECK	7	4	5	9	41	0	0	0	0	0	0	0	66
PUBLIC SERVICE	20	5	10	22	14	0	0	0	0	0	0	0	71
911 HANGUP	4	3	10	11	12	0	0	0	0	0	0	0	40
911 SILENT	2	3	2	2	4	0	0	0	0	0	0	0	13
ABDUCTION	0	0	0	1	0	0	0	0	0	0	0	0	1
ACCIDENT-INJURY	3	0	3	2	2	0	0	0	0	0	0	0	10
BURGLAR/INTRUSION AL	3	2	3	6	0	0	0	0	0	0	0	0	14
FIRE/MEDICAL ALARM	1	1	0	3	1	0	0	0	0	0	0	0	6
HOLDUP ALARM	0	0	0	0	1	0	0	0	0	0	0	0	1
PANIC/DURESS ALARM	0	0	0	1	0	0	0	0	0	0	0	0	1
ANIMAL COMPLAINT	1	4	3	1	0	0	0	0	0	0	0	0	9
ACCIDENT-PROPERTY	5	4	2	5	6	0	0	0	0	0	0	0	22
ASSAULT	0	0	0	2	0	0	0	0	0	0	0	0	2
ATTEMPT TO LOCATE	1	1	0	1	1	0	0	0	0	0	0	0	4
ABANDONED VEHICLE	0	0	0	1	0	0	0	0	0	0	0	0	1
BURGLARY	1	1	0	0	0	0	0	0	0	0	0	0	2
BURGLARY IN PROGRESS	0	0	0	1	1	0	0	0	0	0	0	0	2
CITIZEN ASSIST	3	0	0	2	1	0	0	0	0	0	0	0	6
CRIMINAL DAMAGING	1	0	1	0	3	0	0	0	0	0	0	0	5
CRIMINAL DAMAGING IN	0	0	0	1	0	0	0	0	0	0	0	0	1
CIVIL SERVICE	5	15	5	7	4	0	0	0	0	0	0	0	36
CRIMINAL WARRANT SER	2	0	1	1	0	0	0	0	0	0	0	0	4
DOMESTIC COMPLAINT	2	0	1	0	1	0	0	0	0	0	0	0	4



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
DOMESTIC IN PROGRESS	0	2	0	2	0	0	0	0	0	0	0	0	4
DUMPING	0	0	0	1	1	0	0	0	0	0	0	0	2
DISABLED VEHICLE	3	1	6	9	5	0	0	0	0	0	0	0	24
EXTRA PATROL	0	1	1	1	0	0	0	0	0	0	0	0	3
ESCORT	0	0	2	4	0	0	0	0	0	0	0	0	6
FRAUD	0	1	0	0	3	0	0	0	0	0	0	0	4
FIGHT	0	0	0	0	1	0	0	0	0	0	0	0	1
FIRE TRAFFIC	0	6	4	4	3	0	0	0	0	0	0	0	17
FIREWORKS COMPLAINT	0	0	0	0	1	0	0	0	0	0	0	0	1
FOLLOWUP INVESTIGATI	0	3	0	3	1	0	0	0	0	0	0	0	7
HITCHHIKER COMPLAINT	0	0	0	1	0	0	0	0	0	0	0	0	1
HARASSMENT-PHONE	0	1	0	0	0	0	0	0	0	0	0	0	1
HIGH WATER	0	0	2	2	0	0	0	0	0	0	0	0	4
INTOXICATED DRIVER	1	0	1	0	0	0	0	0	0	0	0	0	2
INTOXICATED SUBJECT	0	0	0	1	1	0	0	0	0	0	0	0	2
JUVENILE COMPLAINT	0	0	0	0	1	0	0	0	0	0	0	0	1
JUVENILE UNRULY	0	1	0	0	0	0	0	0	0	0	0	0	1
THEFT	1	1	0	5	2	0	0	0	0	0	0	0	9
LIVESTOCK ON ROAD	1	1	0	1	1	0	0	0	0	0	0	0	4
LOCKOUT RESIDENTIAL/	2	6	2	0	6	0	0	0	0	0	0	0	16
LOST PROPERTY	0	1	0	0	0	0	0	0	0	0	0	0	1
LANDLORD/TENANT DISP	1	1	0	1	0	0	0	0	0	0	0	0	3
MUTUAL AID	1	2	2	1	3	0	0	0	0	0	0	0	9



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
EMS ASSIST	21	7	10	7	13	0	0	0	0	0	0	0	58
NARCOTICS COMPLAINT	1	0	1	0	1	0	0	0	0	0	0	0	3
NOISE DISTURBANCE	0	0	0	1	1	0	0	0	0	0	0	0	2
NOTIFICATION	1	1	3	0	0	0	0	0	0	0	0	0	5
NEIGHBOR TROUBLE	0	1	0	0	0	0	0	0	0	0	0	0	1
NATURE UNKNOWN	0	0	0	0	1	0	0	0	0	0	0	0	1
ROAD CLOSING INFORMA	0	2	1	2	0	0	0	0	0	0	0	0	5
CONTROLLED BURN INFO	0	1	0	2	1	0	0	0	0	0	0	0	4
OVERDOSE	0	1	0	1	0	0	0	0	0	0	0	0	2
OPEN DOOR/WINDOW	0	0	0	1	0	0	0	0	0	0	0	0	1
REPO	1	1	1	1	0	0	0	0	0	0	0	0	4
ROAD HAZARD	1	2	4	3	1	0	0	0	0	0	0	0	11
ROAD RAGE	0	0	1	0	0	0	0	0	0	0	0	0	1
SHOTS FIRED IN AREA	0	2	1	0	0	0	0	0	0	0	0	0	3
SEXUAL OFFENSE	0	0	0	1	0	0	0	0	0	0	0	0	1
SUSPICIOUS PERSON	0	3	4	0	4	0	0	0	0	0	0	0	11
SUICIDE/ATT SUICIDE	0	0	0	1	0	0	0	0	0	0	0	0	1
SUSPICIOUS VEHICLE	3	1	2	2	0	0	0	0	0	0	0	0	8
SUBJECT WITH A WEAPO	0	0	0	0	1	0	0	0	0	0	0	0	1
THREATS	0	1	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC OFFENSE	1	2	3	0	3	0	0	0	0	0	0	0	9
TRAFFIC PROBLEM	0	0	1	0	1	0	0	0	0	0	0	0	2
TRESPASSERS	0	0	1	0	1	0	0	0	0	0	0	0	2



SHERIFF LARRY L. SIMS

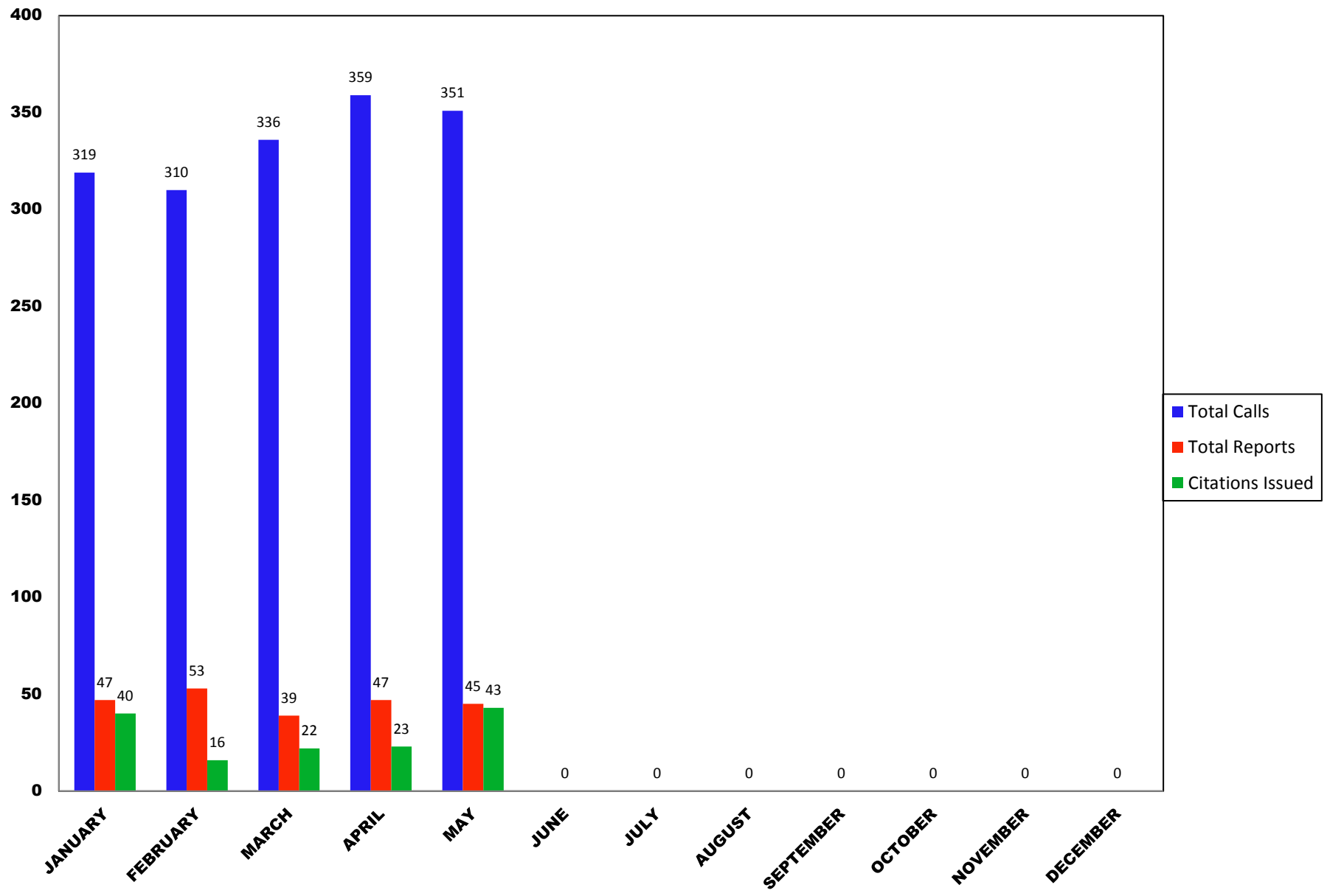


Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 6/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
TRAFFIC STOP	27	32	36	22	35	0	0	0	0	0	0	0	152
UNKNOWN INVESTIGATIO	2	0	0	2	1	0	0	0	0	0	0	0	5
WELL BEING CHECK	0	4	3	1	4	0	0	0	0	0	0	0	12
Totals:	129	132	138	162	189	0	0	0	0	0	0	0	750

South Lebanon Monthly Totals 2017



Union Township Monthly Totals 2017

