

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
MARCH 1, 2018 at 6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
James Boerio
Linda Burke

Bryan Corcoran
Bill Madison
Rolin Spicer

3. Guests:

4. Floor open to the public:

5. New Business: Emergency Ordinance 2018-5 amending the Village income tax code to adopt sections 718.80 through 718.95 of the Ohio Revised Code

Emergency Resolution 2018-12 authorizing an agreement for planning and zoning consulting services through December 31, 2018

Authorization of Invoices

Approval of January Financial Statements

6. Old Business: Third Reading Resolution 2018-7 intent to sell property on Govdeals.com

Second Reading Resolution 2018-11 executing a water service agreement with Warren County

7. Executive Session

8. Communications and reports from Village Officials and Committees

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

9. Adjournment



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

February 26, 2018

To: Village Council
From: Paul R. Revelson, Solicitor

Re: House Bill 49

Dear Council,

In November 2017 the Village entered into litigation against the State of Ohio regarding HB 49. HB 49 drastically changed the way municipalities collected municipal income taxes. HB 49 created a centralized collection system where a taxpayer could pay his/her/its municipal income taxes through a state portal rather than through the municipality. Of note, HB 49 potentially created the following disadvantages for the Village:

Audit Function:

- Our tax administrator will no longer have the ability to review returns for accuracy.
- Our tax administrator will have no authority to have a return corrected/reviewed/audited if we have evidence that the taxpayer was working here or made more than was reported.
- Our tax administrator will have no way to verify rental income or addresses on partnerships or corporations filing with the ODT.

Refunds

- Refunds will be approved by the Ohio Department of Taxation without consultation by our tax office.
- Since refunds are taken directly from the monthly revenue and returns are only reported twice a year, we would have no way to post payments to accounts. Therefore all money received from the state would never be posted to accounts.

Penalties and Fees

- The State keeps 1% of the tax collected as a fee for administration.
- The State can take 50% of our monthly distribution if we don't comply timely with an unreasonable deadline.

Of most significant note though is the enactment of these provisions in our local ordinance. In 2015, the state passed HB 5, which required municipalities to amend their tax ordinances to mirror HB 5. If municipalities did not amend their ordinances, they would lose the ability to collect local

income tax. (ORC 718.04) The state is now using this section to force municipalities to enact the centralized business collection model.

As a result of HB 49's enactment, the Village joined litigation with over 100 municipalities to challenge the constitutionality of HB 49 under the Home Rule provision in Ohio's Constitution. Essentially, municipalities' position is that the State could not dictate how municipalities collected local income taxes.

Unfortunately, last week the trial court judge (Franklin County Common Pleas Court) ruled against the municipalities. The Court held that HB 49 did not violate the Home Rule provision because a municipality's rights under the Home Rule Amendment are subject to other constitutional provisions. Specifically, the Ohio Constitution contains two provisions directly related to the State's ability to regulate the collection of taxes (Ohio Const. Art. XVIII § 13 and Ohio Const. Art. XII § 5). In essence, these two constitutional provisions trump the home rule amendment.

Our attorneys are planning to appeal the decision. However, in the meantime, I have proposed the attached ordinance to permit the Village to collect municipal income taxes under HB 49 with a reservation clause that the ordinance will be repealed if an appeals court overturns the trial court's decision. The ordinance was drafted by our attorneys and I have made changes to mirror our current ordinance. HB 49's effective date had been stayed until February 23, 2018 in conjunction with the court's decision.

There are several other changes contained in the ordinance that reflect revisions or errors from the prior revisions to the tax ordinance passed in 2015 as well. Of note for the changes to the Ordinance:

1. 1.03(1)(H) - change to definition of adjusted federal taxable income pursuant to HB 49
2. 1.03(23) - change to definition of net profit pursuant to HB 49
3. 1.062(D)(1)(c) - change pursuant to HB 49
4. 1.063(B)(4)-(5) - change pursuant to HB 49
5. 1.07(C)(1)(d) - change pursuant to HB 49
6. Sections 2.00-2.15 - these are the changes that are the subject of the lawsuit

Paul R. Revelson
Village Solicitor



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
Jerry Haddix, Village Administrator

From: Nicole Armstrong, Fiscal Officer

Date: February 28, 2018

Subject: Ordinance 2018-5

Due to the length of the Tax Ordinance, over 100 pages, you can view the “red-lined” (changes) to the Ordinance at the link below:

<http://southlebanonohio.org/download/Tax-Ordinance-Revised-030118.pdf>

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



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: February 27, 2018

Subject: Planning Consultant Agreement

As promised at the last meeting, attached is an agreement for a planning & zoning consultant to assist in reviewing development plans, subdivisions, rezoning requests and other related issues as warranted. Kim Lapensee is very qualified and has over 20 years of experience in planning and local government, including as Executive Director of the Warren County Regional Planning Commission. She is charging \$50/hour plus reimbursements not to exceed \$10,000 for the calendar year 2018.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH KIMBERLY A. LAPENSEE FOR
PLANNING AND ZONING CONSULTING SERVICES THROUGH DECEMBER 31,
2018, AND DECLARING AN EMERGENCY**

WHEREAS, the Village has experienced an increase in residential and commercial development in calendar year 2017 and this trend is expected to continue through calendar year 2018; and,

WHEREAS, Village staff recommends the use of a planning and zoning consultant to assist in the review process of upcoming developments and other planning and zoning issues that may arise throughout the year; and,

WHEREAS, Village staff has solicited a proposal from Kimberly A. Lapensee for said services; and,

WHEREAS, immediate action is required to ensure that said consulting services are available for upcoming developments 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 Kimberly A. Lapensee for consulting services in the Village of South Lebanon for a not to exceed amount of \$10,000.00, 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 1st day of March, 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)

Effective Date – / /2018

Vote - ____ Yeas

____ Nays

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Third Reading– / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2018

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 Kimberly A. Lapensee, a sole proprietor, whose address is 6525 Kalbfleisch Road, Middletown, Ohio 45042 ("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 planning services (the "Basic Services") relative to municipal planning and zoning consulting services for the Village of South Lebanon, 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. INTENTIONALLY LEFT BLANK
- 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.
- 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. INTENTIONALLY LEFT BLANK
- 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, 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 TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00).** 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 any project consulted by Consultant, 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 related to projects consulted. They are not intended or represented to be suitable for reuse by the Village or others on 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: Kimberly A. Lapensee
Address: 6515 Kalbfleisch Road
Address: Middletown, Ohio 45042

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

[the remainder of this page is blank]

SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, Kimberly A. Lapensee, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____.

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. 2018 - ____.

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: _____

EXHIBIT “1”

SCOPE OF SERVICES

- Review plans for commercial and residential developments submitted to the Village and provide assistance to Village staff as needed;
- Review Village Zoning Map and Text Amendments and make recommendations to the Village Planning Commission and Village Council;
- Review applications for variances and conditional uses submitted to the Village Board of Zoning Appeals; and
- Attend Planning Commission, Board of Zoning Appeals, or Village Council meetings, if necessary.

HOURLY RATE SCHEDULE

Kimberly A. Lapensee \$50 per hour

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.



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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: January 30, 2018

Subject: Govdeals resolution

Attached is a resolution required by the Ohio Revised Code to allow us to dispose of property by internet auction. We have used Govdeals.com in the past. The ORC requires the publication of our intent to dispose of surplus property.

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

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-____

A RESOLUTION EXPRESSING THE COUNCIL'S INTENT TO SELL UNNEEDED, OBSOLETE OR UNFIT PERSONAL PROPERTY BY INTERNET AUCTION AND REQUIRING PUBLICATION OF THE SAME; AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE ON BEHALF OF THE VILLAGE A CONTRACT WITH GOVDEALS, INC. FOR THE CALENDAR YEAR 2018

WHEREAS, the Village is empowered to sell tangible items of personal property belonging to the Village that is no longer needed for any municipal purposes, in accordance with sections 721.01 – 721.26, inclusive, of the Revised Code; and,

WHEREAS, section 721.15 (D) of the Revised Code specifically empowers the Council to sell, regardless of the property's value, personal property, including [but not limited to] motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction upon the adoption, *during each calendar year*, of a resolution expressing the Council's intent to sell such property by internet auction; and,

WHEREAS, the Council desires to enter into a contract for calendar year 2018 with Govdeals, Inc. for conducting the internet auction for the disposition of unneeded, obsolete or unfit personal property that includes the general terms and conditions of sale; and,

WHEREAS, the Council requires the contract specifically provide: (i) that the internet auction shall satisfy the statutory minimum of ten (10) days (including Saturdays, Sundays and legal holidays) for bidding on the property, and (ii) that the Council reserves the right to set a minimum price to be accepted for specific items and any other terms and conditions for a particular sale, such as requirements for pick-up or delivery, method of payment, and sales tax, if it so elects and notifies Govdeals, Inc. of the same which shall be provided on the internet at the time of the auction, and, (iii) that no proceeds from the internet sales shall be paid in cash, rather all proceeds shall be delivered to the Fiscal Officer by cashier or bank certified check, or electronic transfer to the Village's general fund with verification of receipt delivered to the Fiscal Officer; and,

WHEREAS, the Fiscal Officer shall cause notice of the Council's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction, to be published, twice, in a newspaper of general circulation in the Village, including a summary of the information contained within this Resolution, and the second publication shall be published not less than ten (10) or more than twenty (20) days after the initial publication; and,

WHEREAS, upon the effective date of this Resolution, the Fiscal Officer shall cause notice of this Resolution and the website address for Govdeals, Inc. to be posted continually throughout the calendar year in a conspicuous place in the offices of the Village, as well as continuously throughout the calendar year on the Village's website; and,

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

Section 1. That the Council approves the Contract with Govdeals, Inc., a copy of which is attached hereto and made a part hereof.

Section 2. Upon completion of the required publication and approval as to form by the Village Solicitor, and no sooner than the effective date of this Resolution, that the Mayor and Fiscal Officer shall execute the said Contract and the Village Administrator shall process the Contract to Govdeals, Inc. without further delay.

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

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

Section 5. That 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 _____, 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Village of South Lebanon ("Client"), having its principal place of business 99 North High Street – South Lebanon, Ohio 45065.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3** If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0** **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0** **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0** **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0** **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: Village of South Lebanon

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code

Village of South Lebanon

South Lebanon, Ohio

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” **Village of South Lebanon (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Village of South Lebanon**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-____**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE MAYOR
AND FISCAL OFFICER TO EXECUTE A WATER SERVICE AGREEMENT WITH
WARREN COUNTY RELATING TO THE TURTLECREEK ROAD AREA**

WHEREAS, the Village has received a request from Siteworx, LLC for water service to a planned office/warehouse facility for their business on Turtlecreek Road; and

WHEREAS, the Village does not currently provide water service to the area shown on Exhibit A of the Agreement; and,

WHEREAS, it is not feasible to extend water service along Turtlecreek Road due to the existing large water mains owned by Greater Cincinnati Water Works and the Warren County Board of Commissioners; and

WHEREAS, the County is willing to extend water service to the area shown on Exhibit A; and

WHEREAS, the Village Council desires to enter into a Water Service Agreement with Warren County.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Water Service Agreement attached hereto.

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

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

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this day of , 2018.

Attest: _____
Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)

Effective Date – / /2018

Vote - ____ Yeas

____ Nays

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Third Reading– / /2018

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2018

WATER SERVICE AGREEMENT

This WATER SERVICE AGREEMENT (hereinafter, the "Agreement") is entered into on the date stated below by and between the SOUTH LEBANON VILLAGE COUNCIL, acting on behalf of the VILLAGE OF SOUTH LEBANON, an Ohio municipal corporation operating under a statutory scheme of municipal government in accordance with Chapter 731.09, et seq., of the Revised Code, 99 North High Street, South Lebanon, Ohio 45036 (hereinafter "South Lebanon") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio political subdivision operating under a statutory scheme of County government in accordance with Chapter 305, et seq., of the Revised Code, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter, the "County").

WITNESSETH:

WHEREAS, South Lebanon has received a request for water service from Site Worx LLC, an Ohio limited liability company (hereinafter, "Site Worx") to serve its proposed corporate office and warehouse facility site located in the corporate limits of South Lebanon, Warren County, Ohio (the "Site Worx site"); and,

WHEREAS, the water main owned by South Lebanon in closest proximity to the Site Worx site is approximately 1,900 feet from the Site Worx site; and,

WHEREAS, in addition to the Site Worx site, there are additional properties, identified in Table 1 below, within the corporate limits of South Lebanon along Turtlecreek Road without the ability to connect to a South Lebanon owned water main; and

WHEREAS, a suitable water main owned and operated exclusively by the County to provide water service is readily available to the properties identified in Table 1 below that are located along Turtlecreek Road; and,

WHEREAS, the County is willing to extend its water main into the corporate limits of South Lebanon to serve the Site Worx site, as long as South Lebanon releases all of the properties identified in Table 1 below and transfers the exclusive rights to the County to be the sole water service provider for all such properties in perpetuity; and,

WHEREAS, South Lebanon desires to release and transfer to the County the exclusive rights for the County to be the sole water service provider in perpetuity to all of the properties identified in Table 1 below, regardless of whether the acreage of each parcel remains unchanged or are split and/or subdivided and/or consolidated and/or platted and/or replatted in to multiple parcels or lots in the future.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the County and South Lebanon, hereby agree as follows:

1) This Agreement hereby creates and area shall be known for all purposes herein as the County Retail Water Service Area as illustrated in the attached Exhibit "A" incorporated herein and made a part hereof, which consists of the entire acreage of the parcels identified in Table 1:

TABLE 1
County Retail Water Service Area
Village of South Lebanon, Warren County

Parcel ID	Account No.	Owner	Acreage
12-08-478-001	6804986	Site Worx LLC, an Ohio limited liability company	14.468
12-08-478-013	6803262	Oeder & Son's Garage Inc.,	0.277
12-02-351-002	6803459	Oeder Holdings, LLC, an Ohio limited liability company	25.7834
12-01-102-001	6801294	The Village of South Lebanon	5.001
TOTAL			45.5294

(2) South Lebanon hereby releases and transfers all of its exclusive rights and responsibilities to serve as the water service provider in accordance with Ohio Revised Code §6103.03 et seq. to the County, and the County shall be the sole and exclusive Retail Water Service Provider, in perpetuity, in the Retail Water Service Areas illustrated in Exhibit "A" consisting of the entire acreage of the properties identified in Table 1 above (regardless of whether the acreage of each parcel remains unchanged or is split and/or subdivided and/or consolidated and/or platted and/or replatted in to multiple parcels or lots in the future).

(3) The County shall not provide water service to any other properties within South Lebanon's service area, not already subject to a separate written agreement between the parties, without South Lebanon's written approval.

4) Within the area released to the County for retail water service, the County shall own, operate, and maintain the water mains, and be solely responsible therefor. Service to the properties shall be in accordance with County rules, regulations, and standards applicable to such service, including without limitation those providing for the provision of water service outside County boundaries, as such rules, regulations and standards may be modified or amended from time to time. Water service customers within the area released will be required to install and maintain redundant pressure reducing valves within five feet after the County owned meter. All costs and responsibility of pressure reducing valves will be those of the property owner.

5) The Tap-In fees and water user rates charged to customers shall be collected and paid to the County as established by the County, as set forth in the County's applicable fee schedules. These fees and user rate schedules shall be subject to adjustment as determined by the County.

6) South Lebanon agrees to issue required permits and allow the County to work within any right of way of Turtlecreek Road that may be in the corporate limits of South Lebanon, without paying fees or costs, if such work relates to the construction, operation, repair and maintenance of the County's water main and appurtenant apparatus used in the provision of water service in the County Water Service Area. The County shall be responsible for obtaining

required permits from the County Engineer for any area of the right of way of Turtlecreek Road located outside the corporate limits of South Lebanon.

7) Miscellaneous.

- a) Definition. Retail water service shall be defined to mean that all of the owners and occupants in the County Water Service Area illustrated in Exhibit A who shall receive their exclusive water supply from the County, and such owners and occupants shall be the exclusive retail customers of the County whose consumption shall be billed directly by the County, and such owners and occupants shall pay the tap-in fees and their water consumption bills directly to the County, and they shall strictly comply with the Rules and Regulations of the Warren County Water and Sewer Department in effect at the time the parties execute this Agreement, and as may be amended thereafter. See www.co.warren.oh.us/water/rules.pdf.
- b) Consideration. The parties stipulate that there is mutual benefit and consideration provided and received by virtue of the terms and conditions of this Agreement.
- c) Binding Effect. This Agreement shall run with the land and shall be binding and enforceable upon the parties and their successors and permitted assigns.
- d) Assignment. This Agreement shall not be assignable by any of the parties hereto without the written consent of the other party.
- e) Waiver. Neither any failure nor any delay by any party in exercising any right under this Agreement or any amendment thereto will operate as a waiver of such right, and any waiver of a right must be in writing. Any waiver of a particular default, specific right or remedy, or any single or partial exercise of any right will preclude any other or further exercise of such right or any other right.
- f) Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would render the completion of the transactions contemplated hereby to be unreasonable.
- g) Integration of Agreement. This Agreement supersedes all prior agreements, oral and written, between the parties with respect to the subject matter thereunder. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by all of the parties hereto.

- h) Governing Law and Venue. This Agreement shall be construed under the laws of the State of Ohio. By agreement of the parties, the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of or related thereto in any way to this Agreement shall exclusively be in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and the parties hereby waive any right to bring or remove such matters in or to any other state or federal court.

SOUTH LEBANON:

IN EXECUTION WHEREOF, the South Lebanon Village Council, has caused this Agreement to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, in accordance with section 731.14 of the Revised Code, on the date stated below, pursuant to the accompanying Resolution Number _____, dated _____ authorizing this Agreement and the said public officials to execute the Agreement on its behalf.

VILLAGE OF SOUTH LEBANON

SIGNATURE: _____

NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: _____

Approved as to form:

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

Paul R. Revelson

Date: _____

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Board Resolution No. _____, dated _____ authorizing this Agreement and the said public officials to act on its behalf.

**WARREN COUNTY BOARD OF
COMMISSIONERS**

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce McGary, Asst. Prosecutor

Date: _____

EXHIBIT A
COUNTY RETAIL WATER SERVICE AREA
South Lebanon, Warren County





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: February 27, 2018
Subject: Municipal Building Bid Results

On February 21st, we opened the bids for the Municipal Building Renovation Project. The cost estimate for the project was \$985,000. The bid results of the base bid are as follows:

Kramer & Feldman, Inc.	\$790,429
Rezod LLC	\$843,000
Graybach, LLC	\$843,700
Schrudde & Zimmerman	\$849,277
Becker Construction	\$880,765
Leo J. Brielmaier Co.	\$903,000
C&N Contractors	\$964,000

The architect, Childress & Cunningham, is still checking references and evaluating the bids. There are a couple of alternates in the bid that are being reviewed as well. We will be coming back to Council with a recommendation of award, hopefully by the next meeting.

Here is a link to the drawings for the project:

<http://southlebanonohio.org/download/images/1616-Complete-Plans-093017.pdf>

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

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
MARCH 1, 2018
7:00 P.M.

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

Linda Allen	Bryan Corcoran
James Boerio	Bill Madison
Linda Burke	Rolin Spicer
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment