

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JANUARY 4, 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: Confirmation that new Council Members were sworn in on December 14, 2017

Emergency Resolution 2018-1 authorizing addendum to agreement with McGill Smith Punshon for the Cochran Rd. sanitary sewer extension project

First Reading Resolution 2018-2 authorizing contract with Rozzi's Famous Fireworks for fireworks display on July 4th in 2018 and 2019

Emergency Resolution 2018-3 authorizing addendum to the agreement with Warren County Sheriff's Office for police protection for 2018

Authorization of Invoices

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

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

9. Adjournment



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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: January 3, 2018

Subject: 2018 Sheriff Contract Addendum

Attached is a resolution and contract addendum for the contract with the Warren County Sheriff's Office for 2018. There are also the changes by line item.

The overall budget for 2018 decreased by \$18,252.08 due primarily to a savings in the benefits line item.

Please let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-3**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH
WARREN COUNTY SHERIFF AND THE WARREN COUNTY BOARD OF
COMMISSIONERS FOR POLICE PROTECTION IN THE VILLAGE OF SOUTH
LEBANON FOR THE CALENDAR YEAR 2018, AND DECLARING AN
EMERGENCY**

WHEREAS, providing public safety is one the most critical functions of local municipal government; and,

WHEREAS, the Village, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, 2015 plus the most recent amendment being for the calendar year 2017 per Village Resolution No. 2017-06; and,

WHEREAS, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the Village for the calendar year 2018, thereby amending the Agreement for Police Protection with the only modifications being a change in the cost for the 2018 services, all other terms and conditions shall remain the same; and,

WHEREAS, immediate action is needed for the purpose of providing police protection to the Village for the safety of its citizens, and such action necessary 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 thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Addendum to the Police Protection Agreement for police protection in the Village of South Lebanon for the calendar year 2018, a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2018 without further action of Council.

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.

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.

Adopted this ____ day of January, 2018

Attest: _____

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
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: _____



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 3, 2018
Subject: 2018-2019 4th of July Fireworks

Attached for the 1st reading is the contract with Rozzi's Fireworks for the 4th of July fireworks. The cost is \$8,800 per show for 2018 & 2019. Union Township typically pays for ½ of the costs and we are waiting for confirmation from the Township.

The 4th of July festival has grown over the last few years due in part to the great show put on by the Rozzis every year.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-2**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE A DISPLAY CONTRACT WITH ROZZI'S
FAMOUS FIREWORKS FOR A FIREWORKS DISPLAY IN THE VILLAGE ON JULY
4TH, 2018 AND JULY 4TH, 2019**

WHEREAS, the Council desires to have a fireworks display in the Village for its citizens on the 4th of July, 2018 and July 4th, 2019, and,

WHEREAS, Rozzi's Famous Fireworks desires to provide such a 4th of July fireworks display, and has tendered a Display Contract to the Village for execution, a copy of which is attached hereto; and,

WHEREAS, the Display Contract price is \$8,800.00 per display, subject to certain adjustments should the display be canceled or postponed; and,

WHEREAS, the Union Township Board of Trustees desire to participate in the said fireworks display, including paying one-half the costs under the terms of the Display Contract.

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 Display Contract subject to the Village Solicitor approving as to form.

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.

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

ADDENDUM TO THE CONTRACT

Addendum No.: 1

Date of Addendum: September 23, 2017

Original Contract: Cochran Road Public Sanitary Sewer Extension

Original Contract Date: December 12, 2016

Project Number: 06308.06

The following services requested by the CLIENT are in addition to the services as described in the base agreement for services as described above.

1. Description of Addendum Scope:

1.1. Topographic Survey for Design Phase.

2. Services to be Provided:

2.1. Additional fee required for topographic survey along revised sewer route.

3. Compensation

3.1. Fees for services as described above:

3.1.1. Eight thousand dollars (\$8,000.00).

4. The above described additional services and fees in this addendum are part of the original contract for professional services as described above. All conditions of the original contract shall apply in full to conditions of this addendum unless specifically designated otherwise.

McGill Smith Punshon, Inc.

Village of South Lebanon

CLIENT

By: _____



By: _____

Title: Vice President, Surveying

Title: _____

Date: September 23, 2017

Date: _____

06308063-CLI-ADM-additional surveying services

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
JANUARY 4, 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



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 Office
Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: January 3, 2018

Subject: Workshop Items

Since this is the first meeting as Council members for the 4 new members, we'll take the workshop time to give an overview of the Village operations and a brief overview of current and upcoming projects. If there are any topics you would like us to cover at this meeting or future meeting, please let us know. Also, in the past, new members have benefitted from one-on-one sessions with staff members.

Please do not hesitate to contact us with any questions or comments.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-1**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE ADDENDUM #1 TO AGREEMENT WITH MCGILL
SMITH PUNSHON INC. FOR THE COCHRAN ROAD SANITARY SEWER
EXTENSION PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND
DECLARING AN EMERGENCY**

WHEREAS, on March 2nd, 2017, the Village Council passed Resolution No. 2016-48 and entered into an agreement with McGill Smith Punshon Inc. ("Engineer") for the design and inspection of the Cochran Road Sanitary Sewer Extension Project in the amount of \$26,500.00; and,

WHEREAS, the Project, currently being designed, has required additional surveying due to a revised route for the proposed sanitary sewer; and,

WHEREAS, the Engineer has submitted a proposal for additional surveying and design which will result in a not to exceed cost of \$34,500.00 which is a net increase of \$8,000.00 from the original contract price; and,

WHEREAS, immediate action is required to approve said addendum to ensure timely completion of the Project and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. Approve Addendum #1 with McGill Smith Punshon Inc., a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Addendum on behalf of the Village.

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

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

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

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

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

Adopted this 4th day of January, 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: _____



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 3, 2018

Subject: McGill Smith Punshon Contract Addendum for Cochran Road

Earlier last year, the Village contracted with McGill Smith Punshon to design a sanitary sewer line to serve the new convenience store under construction on State Route 22-3 near Cochran Road. Originally, the proposed path for the line was along Cochran Road. Subsequently, it was determined that it would be a better alternative from a construction & administrative perspective to run the line along the Archdiocese property and tie-in at the Fischer's Wynstead development. As a result, there is additional surveying expenses required for this alternative.

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

**ROZZI dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT**

This Agreement entered into this 16th, day of November 2017 by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Village of South Lebanon, OH** ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 4th, day of July 2018 & the 4th, day of July 2019 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display such event. In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 4th, 2018 & July 4th, 2019 at the location of **Rogers Park, South Lebanon, OH** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2006 edition, ORC §3743.54, FM 1307, and the local regulations required by the AHJ. **Please specify a rain out date:** _____
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$8800.00** for the 2018 display and \$8800.00 for the 2019 display, for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: \$1760.00 due February 10th, 2018, the balance of \$7040.00 to be paid within 10 days after completion of each display. Buyer agrees to pay all onsite fire fees.
6. **July 4th, 2019 deposit of \$1760 due February 10, 2019 and balance of \$7040. Due 10 days after completion of the display.**
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
 - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
 - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
 - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

8. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2006 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
9. This Agreement shall not be construed to create a partnership between the parties hereto.
10. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____ day of _____, 2017

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By _____

Nancy M Rozzi

Its _____

President

BUYER:

(Name of Buyer)

By _____

Its _____