



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

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor

**From:** Jerry Haddix, Village Administrator

**Date:** April 16, 2019

**Subject:** Zoning Text Amendment

---

At the last Council meeting, the Council passed a motion to initiate a zoning text amendment re: pool fence height requirement. The Zoning Code actually requires a resolution for this action. The attached resolution would initiate the text amendment process and refer the amendment to the Village Planning Commission. The amendment will ultimately come back to Council after the Planning Commission reviews it.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2019-19**

**A RESOLUTION TO INITIATE A ZONING TEXT AMENDMENT TO SECTION  
15.11.7 [PRIVATE SWIMMING POOLS] OF THE VILLAGE ZONING CODE**

**WHEREAS**, Village Council has indicated its interest in amending the Village Zoning Code regarding reducing the fence height requirement for private swimming pools to four (4) feet; and,

**WHEREAS**, per Section 15.7.3 (1) of the Village Zoning Code, Village Council, by adoption of a resolution, may initiate an amendment to the Zoning Code;

**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 hereby initiates a zoning resolution to amend the text of the Village Zoning Code relating to Private Swimming Pools Fence Height Requirement.

**Section 2.** That the Village Administrator is directed to forward this request to the Village Planning Commission.

**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      , 2019.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer

\_\_\_\_\_  
James D. Smith, Mayor

Rules Suspended:    /    /2019 (if applicable)	Effective Date –    /    /2019
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2019	Effective Date –    /    /2019
Second Reading –    /    /2019	
Third Reading–    /    /2019	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_ / \_\_\_\_ /2019

**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2019-8**

**AN ORDINANCE AMENDING ORDINANCE NO. 2019-6 RELATING TO  
PARKING RESTRICTIONS IN DOGWOOD TRAILS SUBDIVISION, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, on April 17, 2019, the Village Council passed Ordinance 2019-06; and

**WHEREAS**, Section 1 of Ordinance 2019-06 states:

**Section 1.** The Village Council does hereby establish a no parking regulation . . . both sides of all public streets in the Dogwood Trails Subdivision.

**WHEREAS**, at the May 1, 2019 Regular Meeting, Village Council expressed a desire to revoke the no parking regulation in the Dogwood Trails Subdivision to further investigate citizen concerns; and,

**WHEREAS**, immediate action is required to amend Ordinance 2019-06, as the no parking regulations go into effect on May 18, 2019, 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, at least a two-thirds of all members elected thereto concurring:

**Section 1.** That Ordinance 2019-06 is hereby amended as follows:

~~*"WHEREAS, the width of the streets within the Dogwood Trails Subdivision are twenty (20) feet or less;*~~

~~*WHEREAS, on-street parking in the Dogwood Trails Subdivision creates a disruption to public and emergency services along these streets;*~~

*WHEREAS, the Village Council deems it necessary to prohibit the public on-street parking on one side of the street in the Stone Lake Subdivision and both sides of the streets in the Dogwood Trails Subdivision to preserve the public safety, health, and welfare of the citizens of South Lebanon.*

**Section 1.** The Village Council does hereby establish a no parking regulation on one side of all public streets in the Stone Lake Subdivision ~~and both sides of all public streets in the Dogwood Trails Subdivision.~~

**Section 2.** That the Village Council authorizes Village employees to install no parking signage on one side of public streets in the Stone Lake Subdivision ~~and both sides of public streets in the Dogwood Trails Subdivision,~~ and that said regulation shall be enforced pursuant to Ordinance 2019-03 and Ohio Basic Code § 76.04."

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** 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 4.** That this Ordinance is declared to be emergency legislation, necessary for the immediate preservation of the public peace, health, and safety, which shall be effective upon passage

Adopted this      day of May, 2019.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer/Clerk

\_\_\_\_\_

James D. Smith Mayor

Rules Suspended:   /   /2019 (if applicable)  
/2019

Effective Date –   /   /

Vote - \_\_\_\_ Yeas  
      \_\_\_\_ Nays

First Reading – / /2019	Effective Date – /
/2019	
Second Reading – / /2019	
Third Reading– / /2019	
Vote - ____ Yeas	
____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

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



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

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** June 5, 2019  
**Subject:** OPWC Pre-Applications

---

Attached is a resolution for the submittal of an Ohio Public Works Commission (OPWC) pre-applications for 2021. This application is due on June 14. The application is for the 2<sup>nd</sup> phase of the reconstruction of Mason-Morrow-Millgrove (M-M-M) Road. We submitted a pre-app last year for this project but I'm not sure we scored high enough to receive funding. I would like to submit another pre-app this year as well as submitting a final app that is due in July.

Here is a breakdown of the updated proposed budget:

\$226,802	OPWC Request
<u>\$102,000</u>	Village funds
<b>\$328,802</b>	<b>TOTAL PROJECT COST</b>

Based on the scoring criteria, this percentage of local funds gives us a good chance of getting funded based on how we scored in other categories,

In addition, we received an award letter from OPWC for \$474,992 for Phase 1 of M-M-M Road which is from the west side of Turtle Creek to just west of the Riverside entrance.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2019-**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL  
OFFICER TO EXECUTE A PRE-APPLICATION TO THE OHIO PUBLIC WORKS  
COMMISSION FOR A GRANT FOR THE MASON-MORROW-MILLGROVE  
ROAD PROJECT PHASE TWO IN THE VILLAGE OF SOUTH LEBANON, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the State of Ohio Public Works Commission (OPWC) offers a state capital improvement and/or local transportation improvement program to provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

**WHEREAS**, the Village of South Lebanon is planning to make capital improvements for the Mason-Morrow-Millgrove Road Project; and,

**WHEREAS**, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the OPWC program; and,

**WHEREAS**, immediate action is required for the Village to timely submit a pre-application to OPWC by June 14, 2019, and the construction of the Mason-Morrow-Millgrove Road Project Phase Two 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 further authorizes the Mayor and Fiscal Officer to execute the OPWC pre-application for a grant for the Mason-Morrow-Millgrove Road Project Phase Two in the Village of South Lebanon, a copy of which is attached hereto.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** 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 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 6<sup>th</sup> day of June, 2019.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer

\_\_\_\_\_  
James D. Smith, Mayor

Rules Suspended:    /    /2019 (if applicable)	Effective Date –    /    /2019
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2019	Effective Date –    /    /2019
Second Reading –    /    /2019	
Third Reading–    /    /2019	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: June 6, 2019

**MASON MORROW MILLGROVE ROAD IMPROVEMENTS - PHASE 2**  
**VILLAGE OF SOUTH LEBANON, WARREN COUNTY**  
**PRELIMINARY CONSTRUCTION ESTIMATE**

June 5, 2019

ITEM NO.	DESCRIPTION	UNIT OF MEASUR	APPROX. QTY.	UNIT PRICE	TOTAL
201	CLEARING AND GRUBBING	LUMP	1	\$2,000.00	\$2,000.00
202	REMOVALS/SAWCUTTING	LUMP	1	\$10,000.00	\$10,000.00
203	EXCAVATION	C.Y.	110	\$20.00	\$2,200.00
204	SUBGRADE COMPACTION	S.Y.	2644	\$2.00	\$5,288.00
204	EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT	C.Y.	220	\$50.00	\$11,000.00
253	PAVEMENT REPAIR	S.Y.	255	\$150.00	\$38,250.00
254	PAVEMENT PLANING	S.Y.	175	\$8.00	\$1,400.00
301	4" ASPHALT CONCRETE BASE, PG64-22	C.Y.	245	\$150.00	\$36,750.00
304	AGGREGATE BASE	C.Y.	370	\$60.00	\$22,200.00
407	TACK COAT, 0.06 GAL/S.Y.	GAL.	655	\$3.00	\$1,965.00
441	1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	C.Y.	110	\$200.00	\$22,000.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22	C.Y.	305	\$190.00	\$57,950.00
452	7" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	255	\$70.00	\$17,850.00
611	STORM SEWER	FT.	150	\$70.00	\$10,500.00
614	MAINTAINING TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$4,000.00	\$4,000.00
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	8	\$100.00	\$800.00
644	EDGE LINE, 4"	MILE	0.73	\$5,000.00	\$3,650.00
644	CENTERLINE, 4"	MILE	0.38	\$6,000.00	\$2,280.00
659	SEEDING AND MULCHING	S.Y.	2185	\$3.00	\$6,555.00
832	EROSION CONTROL	EACH	5000	\$1.00	\$5,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$271,638.00</b>
<b>10% CONTINGENCY</b>					<b>\$27,164.00</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$298,802.00</b>
<b>SURVEYING/DESIGN/CONSTRUCTION ADMIN.</b>					<b>\$30,000.00</b>
<b>PROJECT TOTAL</b>					<b>\$328,802.00</b>


I HEREBY CERTIFY THAT THE PROJECT ESTIMATED COSTS LISTED ABOVE ARE REALISTIC BASED ON THE LEVEL OF DETAIL CURRENTLY AVAILABLE FOR THIS PROJECT AND ANTICIPATED FOR A 2021 CONSTRUCTION TIME FRAME. I ALSO CERTIFY THAT THIS PROJECT HAS AN EXPECTED USEFUL LIFE OF 23 YEARS BASED UPON NORMAL USAGE, REGULAR MAINTENANCE, AND CONSTRUCTED AS PER CURRENT STANDARDS IN USE BY THE OHIO DEPARTMENT OF TRANSPORTATION.




Component	Useful Life	Estimated Cost	Weighted Useful Life
Resurfacing	15 years	\$65,845.00	\$987,675.00
Reconstruction	25 years	\$175,493.00	\$4,387,325.00
Water	50 years	\$0.00	\$0.00
Sewer	50 years	\$10,500.00	\$525,000.00
		<b>\$251,838.00</b>	<b>\$5,900,000.00</b>

Average weighted useful life of total project =

**23  
YEARS**

  
 Nicholas J. Selhorst, P.E.

  
 Date:





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

## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** June 5, 2019  
**Subject:** Morrow Rd OPWC Pre-Application

---

Attached is a resolution for the submittal of an Ohio Public Works Commission (OPWC) pre-applications for 2021 and engineering agreement with Choice One Engineering. This application is due on June 14. The application is for the 1<sup>st</sup> phase of the reconstruction of Morrow Road from Mary Ellen Street to Mary Lane. This also include a curb & sidewalk replacement, water main replacement, storm sewer as well as pavement replacement.

Here is a breakdown of the proposed budget:

\$594,549	OPWC Request
<u>\$158,045</u>	Village funds
<b>\$752,594</b>	<b>TOTAL PROJECT COST</b>

The local match is based on a 21% match which will get us 2 additional points.

Also attached is a resolution for the engineering of the project by Choice One Engineering. We get 10 points for having an engineer under contract. If it appears we will be funded, we will proceed with the design.

Morrow Road is one of the most heavily traveled roads in the Village due to being on both the east and west truck route. In addition, it is need of replacement.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2019-**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL  
OFFICER TO EXECUTE A PRE-APPLICATION TO THE OHIO PUBLIC WORKS  
COMMISSION FOR A GRANT FOR THE MORROW ROAD RECONSTRUCTION  
PROJECT PHASE ONE IN THE VILLAGE OF SOUTH LEBANON, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the State of Ohio Public Works Commission (OPWC) offers a state capital improvement and/or local transportation improvement program to provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

**WHEREAS**, the Village of South Lebanon is planning to make capital improvements for the Morrow-Road Reconstruction Project; and,

**WHEREAS**, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the OPWC program; and,

**WHEREAS**, immediate action is required for the Village to timely submit a pre-application to OPWC by June 14, 2019, and the construction of the Morrow-Road Reconstruction Project Phase One 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 further authorizes the Mayor and Fiscal Officer to execute the OPWC pre-application for a grant for the Morrow Road Reconstruction Project Phase One in the Village of South Lebanon, a copy of which is attached hereto.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** 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 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 6<sup>th</sup> day of June, 2019.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer      James D. Smith, Mayor

Rules Suspended:    /    /2019 (if applicable)	Effective Date –    /    /2019
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2019	Effective Date –    /    /2019
Second Reading –    /    /2019	
Third Reading–    /    /2019	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: June 6, 2019

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2019-**

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

**WHEREAS**, the Village is submitting an application for funding through the PY35 Ohio Public Works Commission (OPWC) for the reconstruction of a portion of Morrow 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 Morrow Road Reconstruction Project Phase One for the lump sum fee of \$38,200.00, as attached hereto.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 3.** 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 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 6<sup>th</sup> day of June, 2019.

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

Rules Suspended:    /    /2019 (if applicable)	Effective Date –    /    /2019
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2019	Effective Date –    /    /2019
Second Reading –    /    /2019	
Third Reading–    /    /2019	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/2019

## **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, 10 N. 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 Morrow Road Reconstruction 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 \$38,200.00.** 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 3<sup>rd</sup> Thursday of each month.

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

- 5.3.1. If the Village fails to make any payment due 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  
10 N. 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

**[the remainder of this page is blank]**

**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. 2019 - \_\_\_\_.

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 for the reconstruction of Morrow Road between Mary Ellen street and Mary Lane.

## Project Details

- The approximate project length is 700'.
- Plans will be designed to ODOT and Village of South Lebanon Standards.
- A topographic survey will be needed along the project route.
- Type 2 curb and gutter will be installed as part of this project. The back-of-curb to back-of-curb dimension will be 32'.
- Sidewalks will be replaced on both sides of the street. A curb lawn will be added as well.
- Parking will be allowed on one side of the street (south side).
- 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 30 mph.
- Adjustment in profile grade will be investigated to best fit existing features. The entire roadway is planned to be reconstructed.
- Storm sewer will be replaced throughout the project area. Off-site storm sewer design is not included in this scope.
- Water main throughout the project area will be replaced with a new 8" main. Hydrants, valves, and services will be replaced as well.
- No sanitary sewer 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, if requested, as part of a separate contract.
- Choice One will assist the Village with an OPWC application as part of this project.
- The estimated construction cost is approximately \$705,000.

## 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 storm calculations for proposed storm sewer in street.
- m. Provide plans to Village for use in bidding documents.
- 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	\$3,400.00
Construction Plans	\$34,800.00
<b>Total</b>	<b>\$38,200.00</b>

## Schedule

After receipt of an executed Agreement, Choice One will have the plans designed and ready to bid by June 30, 2020.





**MORROW ROAD RECONSTRUCTION  
VILLAGE OF SOUTH LEBANON  
EXHIBIT**

REVISIONS:

FILE NAME  
EXHIBIT  
DRAWN BY  
WJW  
CHECKED BY  
NNS  
PROJECT No.

DATE  
4-19-19  
SHEET NUMBER



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

## MEMORANDUM

**To:** Mayor & Village Council  
**From:** Jerry Haddix, Village Administrator  
**CC:** Nicole Armstrong, Fiscal Officer  
**Date:** June 5, 2019  
**Subject:** Pay Increase Ordinance

---

Attached for an emergency ordinance to increase the pay of all full-time non-probationary employees by 3% per the recommendation of the Mayor. If passed, the new rates would go into effect with the pay period starting June 11<sup>th</sup>.

If you have any questions, feel free to contact me.

**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2019-9**

**AN ORDINANCE SETTING RATES OF COMPENSATION OF FULL-TIME  
NON-PROBATIONARY EMPLOYEES OF THE VILLAGE OF SOUTH  
LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, in accordance with Ohio Rev. Code § 735.13, the legislative authority of a village shall fix the compensation and bonds of all officers, clerks, and employees of the village except as otherwise provided by law; and,

**WHEREAS**, the Mayor is recommending an increase of three (3) percent to the rate of compensation of the Village's full-time non-probationary employees as established by Ordinance #2018-8, as amended; and,

**WHEREAS**, the ordinance is necessary for the immediate preservation of the public peace, health and safety of the Village to ensure proper compensation for Village employees.

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

**Section 1.** The rate of compensation of the full-time non-probationary employees of the Village of South Lebanon, beginning with the payroll period beginning the following Monday after the effective date, shall be as follows:

**HOURLY EMPLOYEES:**

Tony Ledford	Superintendent	\$ 28.67
Chris Batchelder	Laborer II	\$ 23.89
Phil Kaufman	Water Specialist	\$ 24.12
Don Justison	Skilled Maintenance	\$ 22.40
Michele Sizemore	Tax Administrator	\$ 21.63
Amy Butler	Utilities Clerk	\$ 18.04
Brianna Koutny	Clerk of Court	\$ 18.58
Richard Earl	Tax Assistant	\$18.80
Rodney Wheelen	Skilled Maintenance	\$21.22

**SALARIED EMPLOYEES:**

Jerry Haddix	Village Administrator	\$ 90,176.00
Nicole Armstrong	Fiscal Officer	\$ 61,532.00



**Section 2.** That Section 1 of Ordinance #2018-8 is hereby amended accordingly.

**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 passage of this Ordinance were conducted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** That the Ordinance is necessary for the immediate preservation of the public peace, health or safety.

Approved this 6<sup>th</sup> day of June, 2019.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer

\_\_\_\_\_  
James D. Smith, Mayor

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

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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