



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

TO: Mayor & Village Council

FROM: Jerry Haddix, Village Administrator

DATE: April 15, 2020

RE: Meeting by Conference Call Info

As a result of the “Stay at Home” order issued by the Director of the Ohio Department of Health in response to the Corona virus, we will be having our regular Council meeting on April 16, 2020, by conference call. Here are the details of the meeting:

- The dial-in phone number is 605-313-6293, Access code is 339358, then hit “#”. This is the same number that the general public will be given to listen in. Please try to call in about 6:25 p.m. or thereabouts;
- *NEW -The meeting can also be accessed on line by going to this address: <https://join.freeconferencecall.com/jhaddix7> . This address was posted on the website. Visual displays will be available and can be viewed while calling in by phone. Let me know if you have any questions re: this method.;*
- Please provide the phone number you will be calling in on so that you can be identified on the conference call dashboard. All non-participants will be muted during the meeting to reduce background noise;
- The order of the meeting, as usual, will follow the agenda. To assist in the preparation of meeting minutes, please state your name prior to speaking or voting. Also, you may also want to mute your phone when you are not speaking; and
- As all of our other meeting, this meeting will be recorded.

If you have any questions or need additional information, please contact me by email or my cell phone at (513) 494-4147.

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**APRIL 16, 2020 at 6:30 P.M.**

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen  
Linda Burke  
Bryan Corcoran

Maryan Harrison  
Bill Madison  
Rolin Spicer

3. Pledge of Allegiance

5. Floor open to the public:

6. New Business:                      Emergency Resolution 2020-16 authorizing agreement with  
Sweeping Corp Of America to provide street sweeping services for  
2020

Emergency Resolution 2020-17 authorizing agreement with  
McGill Smith Punshon Inc. engineering services for the Cochran  
Road water improvements project

Motion needed to allow Fiscal Officer to send an amended  
certificate to the Warren County Auditor

Authorization of Invoices

Approval of the March Financial Statements

7. Old Business:                      Ordinance 2020-7, Third Reading, approving zoning map  
amendment to certain property in the Village of South Lebanon,  
consisting of 4.2255 acres from R-1 [Single Family Residential  
District] to B-2 [General Business District]

Ordinance 2020-8, Third Reading, approving the Planned Unit  
Development (PUD) preliminary development plan at 5315  
Cochran Road in accordance with section 15.14.15 of the Village  
Zoning Regulations

8. Executive Session

9. Communications and reports from Village Officials and Committees

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

10. Adjournment

VILLAGE OF SOUTH LEBANON  
MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Jerry Haddix, Village Administrator  
**RE:** Street Sweeping Contract  
**DATE:** April 13, 2020

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This memorandum accompanies a resolution authorizing the Mayor and Fiscal Officer to sign a contract with Sweeping Corp of America (SCA)(formerly known as Contract Sweepers and Equipment) to perform the street sweeping in the Village in 2020.

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

Village staff solicited street sweeping proposals for the 2020 season from Contract Sweepers and Equipment and DSS Sweeping Service. Below is a comparison of the proposals submitted:

	<u>SCA(Contract Sweepers)</u>	<u>DSS</u>
Initial Spring Cleanup	\$1,250	\$1,550
(6) Monthly Sweeps	<u>\$1,250 each</u>	<u>\$1,400</u>
Total	\$8,750	\$9,950

Funds were budgeted for 2020 for street sweeping in the Street Fund. Using the bid prices from SCA), the total cost of the street sweeping in 2020, excluding the cost of work performed by the Village Public Works Department, is \$8,750.

**Recommendation**

Staff recommends adopting the Resolution, by emergency, authorizing the execution of a contract with SCA to provide the Village street sweeping services in 2020 to allow for the street sweeping to commence in May.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2020-16**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH SWEEPING CORP OF AMERICA TO  
PROVIDE STREET SWEEPING SERVICES IN 2020, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the Village has solicited proposals for street sweeping services throughout the Village in 2020; and,

**WHEREAS**, Sweeping Corp of America (SCA) was recommended by staff as the contractor with the lowest and best price; and,

**WHEREAS**, funds are available in the Village's 2020 budget for street sweeping services; and,

**WHEREAS**, immediate action is required to assure street sweeping can begin in May, 2020, 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 Sweeping Corp of America provide an initial street sweeping and six (6) additional monthly street sweepings in 2020.

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

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

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

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

Adopted this \_\_\_\_\_ day of April, 2020.

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

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

Rules Suspended: / /2020 (if applicable)	Effective Date – / /2020
Vote - ____ Yeas ____ Nays	
First Reading – / /2020	Effective Date – / /2020
Second Reading – / /2020	
Third Reading – / /2020	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_/\_\_\_\_/2020

## **AGREEMENT FOR SERVICES**

This AGREEMENT FOR 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 Sweeping Corp of America, organized under the laws of the State of Ohio as a Corporation, whose address is 10136 Mosteller Lane, West Chester, Ohio 45069 (the "Company").

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

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

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

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

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

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

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

The Village shall:

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

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

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

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

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

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

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

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

Initial Spring Clean Up	\$1,250.00
Six (6) Monthly Sweeps @ \$1,250/each	<u>\$7,500.00</u>
TOTAL COST OF SERVICES	\$8,750.00

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

Additional sweeping due to excessive leaves                      \$135.00 per hour

## **5.2 Times of Payments.**

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

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

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

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

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

### **6.2 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

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

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

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



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

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

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

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

#### **6.5 Construction**

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

#### **6.6 Waiver**

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

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

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

#### **6.8 Parties**

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

#### **6.9 Headings**

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

## 6.10 Notices

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

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

Company: Sweeping Corp of America  
Attn. Craig Miller, Area Manager  
10136 Mosteller Lane  
West Chester, Ohio 45069

## 6.11 Insurance

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

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

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

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

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

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

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

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

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

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

7.1.1 None.

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

Exhibit 1

## **SECTION 8 – DISPUTE RESOLUTION**

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

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

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

## **SECTION 10 – ENTIRE AGREEMENT**

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

## **SECTION 11 – INDEMNIFICATION**

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

**SECTION 11 – EXECUTION**

**COMPANY:**

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

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

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

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

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

**VILLAGE:**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2020-\_\_\_\_.

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

The Company will provide:

1. Late model two-engine street sweepers in excellent operating condition.
2. Each sweeper will be operated by a competent, trained operator whose sole responsibility is street sweeping.
3. The operators will notify the Village's Public Works Superintendent if excessive amount of leaves is affecting sweeping performance or productivity.
4. Spring clean-up includes removal of salt used by the Village for ice control.
5. Sweeping will be performed on the first Tuesday and Wednesday of each month with the exception of November, unless directed otherwise by the Public Works Superintendent. Final 2020 sweeping will be done in mid to late November.
6. Sweeping will be performed May through November.

The Village shall provide:

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

Exclusions:

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



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  
**From:** Jerry Haddix, Village Administrator  
**Date:** April 15, 2020  
**Subject:** McGill Smith Punshon Contract for Cochran Road Water line

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We have been in communication with Greater Cincinnati Water Works (GCWW) re: connecting to their water main along State Route 22-3. The addendum to our agreement should be coming through for approval soon. Given the current COVID-19 situation, everything is taking a little longer.

In anticipation of this agreement addendum with GCWW and the planned development of the Ritchey Farm, we need to proceed ASAP with the design of the new waterline along Cochran Road. MSP is very familiar with the project especially given all of their research and data collection that has gone into the sewer upgrade project.

I am recommending that this be approved as an emergency to expedite the field work and design to ensure that the project can be completed in sufficient time to serve the proposed Auburn Grove development in a timely manner.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2020-17**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR  
CONSULTING ENGINEER SERVICES FOR THE COCHRAN ROAD WATER  
IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY**

**WHEREAS**, due to the planned residential development and in anticipation of future development in the Cochran and Zoar Road areas, the Village has studied the feasibility of extending water service to the Cochran Road and Zoar Road areas; and,

**WHEREAS**, it was determined that potable water can be accessed by the Village from the Greater Cincinnati Water Works (GCWW) water main located along State Route 22-3 with a proposed connection point at Cochran Road; and,

**WHEREAS**, the Village solicited a proposal from the consulting engineering firm of McGill Smith Punshon, Inc. for the design of said waterline extension.

**WHEREAS**, immediate action is required to expedite the design of the waterline to assure that the provision of water service will coincide with planned developments in the area that are dependent on Village water service 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 McGill Smith Punshon Inc. for consulting engineer services for improvements to the Village sanitary sewer system for a not to exceed amount of \$47,500.00, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Rules Suspended: / /2020 (if applicable)	Effective Date – / /2020
Vote - ____ Yeas ____ Nays	
First Reading – / /2020	Effective Date – / /2020
Second Reading – / /2020	
Third Reading– / /2020	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_/\_\_\_\_/2020

## **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 McGill Smith Punshon, Inc., organized under the laws of the State of Ohio as a Corporation, whose address is 3700 Park 42 Drive, Suite 190B, Cincinnati, Ohio 45241 ("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 of a waterline extension along Cochran Road, 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 \$47,500.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

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

### **5.2 Times of Payments.**

- 5.2.1. Consultant shall submit itemized statements for Basic and Additional Services rendered. The Village shall make prompt payments in response to Consultant's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the Village Council's regularly scheduled Council Meeting on the 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: McGill Smith Punshon, Inc.  
Attn. Richard Nichols, P.S.  
Address: 3700 Park 42 Drive, Suite 190B  
Address: Cincinnati, Ohio 45241

## 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. Consultant carries an additional \$1,000,000 coverage through an umbrella policy;

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

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**SECTION 11 – EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, McGill Smith Punshon, Inc., 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. 2020 - \_\_\_\_.

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: \_\_\_\_\_

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**To**

Mr. Jerry Haddix  
Village Administrator  
Village of South Lebanon (CLIENT)  
99 North High Street  
South Lebanon, Ohio 45065

**For**

Village of South Lebanon  
Public Water Project  
Cochran Road  
Village of South Lebanon and Hamilton Township, Ohio

**MSP Project No. 06308.17**

April 14, 2020

### **1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):**

**Professional Services associated with the design of new public water.**

#### **Surveying Services:**

- 1.1 Boundary and Topographic Survey for Design Phase:
  - 1.1.1 Record Research – Research the public records to obtain the deeds for the subject property, as well as the adjoining parcels. MSP will obtain available survey records, road records and other pertinent information as available. MSP's record research may not disclose easements, covenants and restrictions of record. MSP recommends that the client retain the services of a title abstractor, title insurance company or real estate attorney to search the chain of title for purposes of identifying easements and other encumbrances.
  - 1.1.2 Field Reconnaissance – Field locate the existing monumentation (i.e. pins, stones, nails, etc.) and occupation lines (i.e. fence lines, hedge rows, tree line, etc.)

- 1.1.3 Resolution – Resolve the location of the boundary, in areas as required for the project, by analysis of the field measured distances and angles versus the record (deed) dimensions and angles.
- 1.1.4 Obtain aerial topography sufficient to map project area at 1" = 30' at a contour interval of 1 foot.
- 1.1.5 Obtain field elevations throughout the designated area sufficient to confirm and enhance aerial topography. Obtain location of buildings, structures, major trees and fences.
- 1.1.6 Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.
- 1.1.7 Obtain the location of existing visible utilities including fire hydrants, manholes, poles, valves, meters and others.
- 1.1.8 Prepare a topographic survey plat depicting the results of the field survey. Format will be AutoCad Version 2018 as either .DWG or .DXF file.
- 1.1.9 Utilities will be shown on the plat by combining the field locations with record information as obtained from the utility companies and/or others.

**Design Services 3,700 linear feet of water main including valve vault:**

- 1.2 Engineering Scope of Services:
  - 1.2.1 Provide concept drawings to the Greater Cincinnati Water Works and to the Ohio Department of Transportation regarding the connection at Zoar Road and US 22/3.
  - 1.2.2 Distribute preliminary designs to utility companies and local authorities for comment on existing and proposed utility locations.
  - 1.2.3 Prepare detailed plans including title sheet, plans, profiles, sections, and miscellaneous details for work required for the proposed improvements. Bid ready plans will include a professional engineer stamp and corresponding signature.
  - 1.2.4 Contract Documents (plans, general notes, supplemental specifications to the Warren County standard specifications), to be in a form that may be approved by South Lebanon, the Ohio Environmental Protection Agency, Ohio Department of Transportation and other affected utilities, entities, and governmental agencies.
  - 1.2.5 Prepare applications required for construction of the project, including but not limited to: Ohio EPA NPDES Notice of Intent, Ohio EPA Permit to Install, County, ODOT Right of Way Permit, Road Cut, and other permits required by local, city, State, or Federal authorities after design is finalized.

- 1.2.6 Distribute final designs to utility companies and local authorities for comment on existing and proposed utility locations.
- 1.2.7 Preparation of Engineer's estimate of quantities and cost.
- 1.2.8 Assistance with the preparation of instructions to bidders, bid forms, and assistance in the preparation of contract documents for construction.
- 1.2.9 Assistance in obtaining and analyzing bids and the award of contract.
- 1.2.10 Attendance at pre-construction conference.

## **2. COMPENSATION:**

- 2.1. The Basic Fee for the services as described in Section I. shall be as follows:
  - 2.1.1. Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement. We request a budget of Forty-seven thousand five hundred dollars (\$47,500.00) for the above-described services which includes reimbursable expenses as described below.
- 2.2. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 2.3. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.
- 2.4. MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule.

## **3. EXCLUSIONS**

- 3.1. Exclusions from the scope of services include, but not limited to, the following:
  - 3.1.1. Camera Inspection of infrastructure.
  - 3.1.2. Design of watermain booster pumps.
  - 3.1.3. Construction observation, inspection, administration or management services.
  - 3.1.4. Easement acquisition.
  - 3.1.5. Easement Plat and Descriptions.

- 3.1.6. Construction Layout and Record Drawings
- 3.1.7. Any services related to stream or wetland, impacts, permitting or mitigation.
- 3.1.8. Any permitting requiring involvement of the US Army Corps of Engineers.
- 3.1.9. Geotechnical sampling and testing.
- 3.1.10. Environmental Services including but not limited to wetland / stream reconnaissance and evaluation to determine if wetlands are present as well as other waters of the U.S. (streams).
- 3.1.11. Plan review, application, inspection, and permit fees.
- 3.1.12. NPDES inspections.
- 3.1.13. Flood studies, CLOMR applications, LOMR applications or any other issues requiring FEMA approval or involvement.

#### **4. GENERAL TERMS AND CONDITIONS:**

- 4.1. **Fee:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will be invoiced at of 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.
- 4.2. **Billings/Payments:** Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.
- 4.3. **Standard of Care:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

- 4.4. **Consequential Damages:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
- 4.5. **Indemnifications:** CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.
- 4.6. **Risk Allocation:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.
- 4.7. **Termination of Services:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 4.8. **Ownership of Documents:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.
- 4.9. **Defects in Service:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar

notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

- 4.10. **Construction Activities:** MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.
- 4.11. **Dispute Resolution:** Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or medication in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.
- 4.12. **Relationship of Parties:** All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.
- 4.13. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- 4.14. **Applicable Law:** The law applicable to this Agreement is the state of the Project location.

Thank you for your consideration of MSP for this project. Please let us know if you would like to meet and discuss this proposal in greater detail.

Respectfully submitted,  
McGill Smith Punshon, Inc.



Richard D. Nichols, P.S.  
Vice President, Surveying  
06308173-CLI-SCP-Cochran Road water improvements

**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2020-7**

**AN ORDINANCE APPROVING ZONING MAP AMENDMENT TO A CERTAIN  
PROPERTY IN THE VILLAGE OF SOUTH LEBANON, CONSISTING OF 4.2255  
ACRES FROM R-1 [SINGLE FAMILY RESIDENTIAL DISTRICT] TO B-2  
[GENERAL BUSINESS DISTRICT]**

**WHEREAS**, Thomas A. Megie has submitted an application for a zoning map amendment for a certain property at 5484 State Route 48 (Parcel# 16-06-276-006) consisting of a 4.2255 acre parcel from R-1 [Single Family Residential District] to B-2 [General Business District]; and,

**WHEREAS**, in accordance with Section 15.7.7 of the Village of South Lebanon Zoning Regulations, on January 30, 2020, the Village Planning Commission, heard the aforementioned Rezoning Application and issued its recommendation to the Village Council that the zoning amendment be granted, as requested; and,

**WHEREAS**, in accordance with Section 713.12 of the Revised Code and Section 15.7.8 of the Zoning Regulations, the Village Council scheduled the Rezoning Application for a public hearing; and,

**WHEREAS**, the Village Council held the public hearing on March 12, 2020 at 6:30 P.M., after publication and other proper notice thereof, to consider the recommendation of the Planning Commission; and,

**WHEREAS**, upon considering the recommendation of the Planning Commission, a copy of which is incorporated by reference herein, and the testimony given during the public hearing, the Council finds the process has been in accordance with Article 7 [Amendment Procedures], and adopts the recommendation of the Planning Commission; and,

**NOW, THEREFORE, BE IT ORDAINED** 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 does hereby amend the official Zoning Map of the Village of South Lebanon, Ohio, as follows:



<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>	<u>Zoning Classification</u>
5484 State Route 48- Maineville, OH 45039	16-06-276-006	4.2255 ac.	from R-1[Single Family Residential to B-2 [General Business]

**Section 2.** Upon the expiration of the period of referendum provided by law (the effective date being 30 days after the date of adoption), within fifteen (15) days of the effective date, the Zoning Administrator shall amend the Official Zoning Map to reflect the zoning changes in accordance with Sec. 15.7.14 [Zoning Map Amendments] of the Zoning Regulations.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

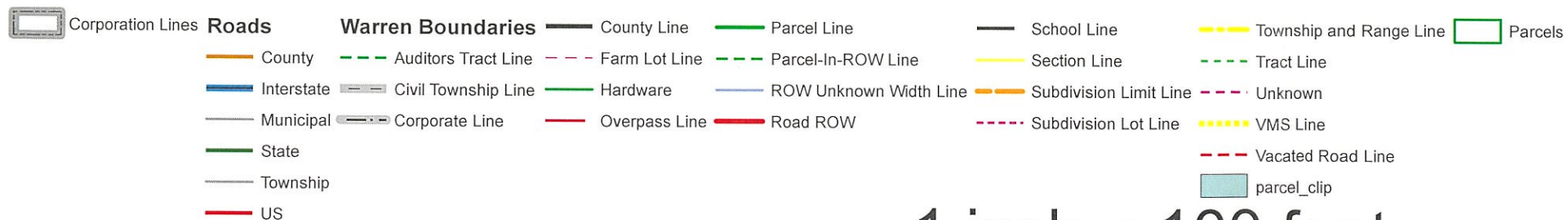
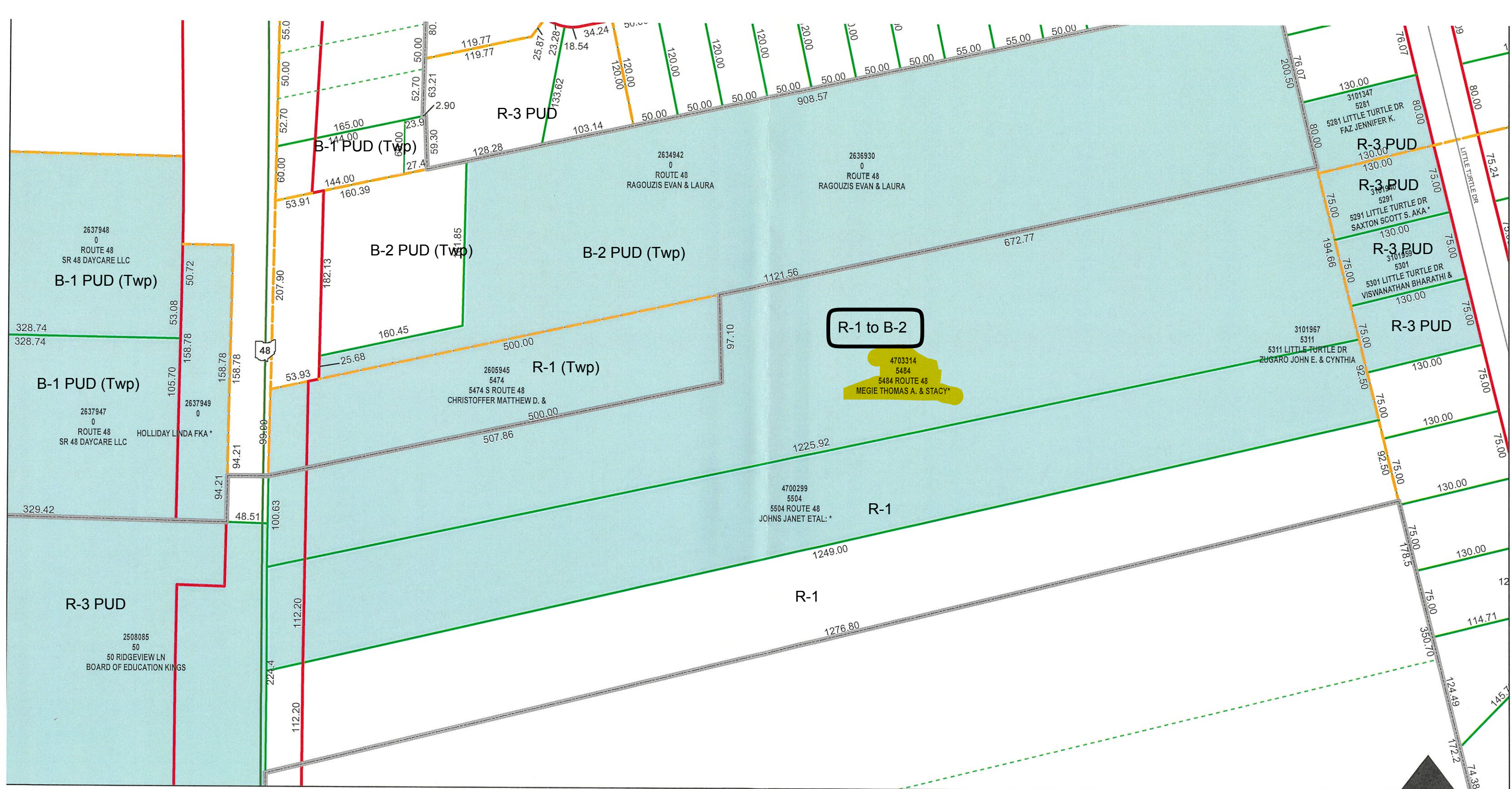
Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk                      James D. Smith, Mayor

First Reading –    /    /2020	Effective Date –    /    /2020
Second Reading –    /    /2020	
Third Reading–    /    /2020	
Vote - ____ Yeas	
____ Nays	

Prepared by and approved as to form:  
PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

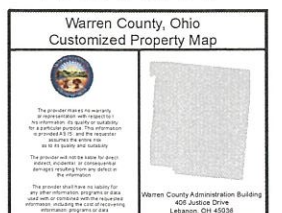
By: \_\_\_\_\_  
Date: \_\_\_\_\_





1 inch = 100 feet

NORTH



Project# 12268  
Project# 12268



**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2020-8**

**AN ORDINANCE APPROVING THE PLANNED UNIT DEVELOPMENT (PUD)  
PRELIMINARY DEVELOPMENT PLAN AT 5315 COCHRAN ROAD IN ACCORDANCE  
SECTION 15.14.15 OF THE VILLAGE ZONING REGULATIONS**

**WHEREAS**, in accordance with Section 15.14.15 of the Zoning Regulations of the Village of South Lebanon (Zoning Regs), the Council held a public hearing on March 12, 2020, at 6:40 p.m., after publication and other proper notice thereof, to consider the recommendation of the Planning Commission to approve the PUD Preliminary Development Plan of the following identified property:

<u>Owner(s)</u>	<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
Sharon Ricketts	5315 Cochran Road Morrow, OH 45152	17-36-100-025	19.369 ac.

**WHEREAS**, upon considering the recommendation of the Planning Commission, a copy of which is incorporated by reference herein, and any input received prior to and during the public hearing from the property owners, other proponents, and any opponents, the Council finds the process has been in accordance with and satisfies the criteria of Article 14 [Planned Unit Development] of the Zoning Regs.

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

**Section 1.** That the Council does hereby approve the PUD Preliminary Development Plan as attached as Exhibit "A" for the following identified parcel:

<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
5315 Cochran Road Morrow, OH 45152	17-36-100-025	19.369 ac

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

Adopted this     day of     , 2020.

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

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

Rules Suspended:   /   /2020   (if applicable)

Effective Date –   /   /2020

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

First Reading –   /   /2020

Effective Date –   /   /2020

Second Reading –   /   /2020

Third Reading–   /   /2020

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)**

**RECOMMENDATION TO VILLAGE COUNCIL**  
**PLANNED UNIT DEVELOPMENT (PUD) PRELIMINARY DEVELOPMENT PLAN OF**  
**19.369 ACRES**  
**AUBURN GROVE (RITCHEY FARM), 5315 COCHRAN ROAD**

**FROM: Village Planning Commission**

In 2002, the Ritchey Farm, owned by Wilbur & Virginia Ritchey, consisting of 205.071 acres was annexed to the Village of South Lebanon. Upon annexation, the property was zoned by the Village as R-3 Planned Unit Development (PUD). This was the closest zone to the Township zoning of R-4 PUD. Since then, a large portion of the property has been platted and developed as residential neighborhoods as a part of the Villages at Rivers Bend.

Abercrombie & Associates, Inc. on behalf of M/I Homes of Cincinnati LLC, with the concurrence of the Owner, Sharon Ricketts, has submitted a Planned Unit Development (PUD) Preliminary Development Plan (PDP) to the Village to develop 42 single family lots on a total of 19.369 acres. As part of the PUD process, the Village Planning Commission is required to conduct a public hearing on the matter giving the public the opportunity to review the plan and provide comments. On January 30, 2020, the Village Planning Commission conducted said public hearing and after the public hearing was closed, the preliminary plan was reviewed. The Planning Commission voted to approve the preliminary development plan with the following conditions and modifications:

1. Allow 5' sideyard setbacks with a minimum of 10' total;
2. Reduce peripheral PUD setbacks from 40' to 30' with approved landscape buffering;
3. Add additional landscape berming, additional trees, and removal of existing guardrail as part of the landscape buffering;
4. Revisit concerns of adjoining properties re: stormwater runoff and sizing of storm piping;
5. Compliance with Village Subdivision Regulations
6. Developer to provide documentation of the projected price points of the homes.

The overall density of this development is 2.17 lots/acre. The maximum allowable density with a straight R-3 zoning would be 7.24 lots/acre.

Per Sec. 15.14.15 of the Village Zoning Code, the next step in the PUD process is for the Village Council shall schedule a public hearing at the next regular meeting following receipt of the Planning Commission report.



THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY  
AND SUBJECT TO CHANGE.



# AUBURN GROVE

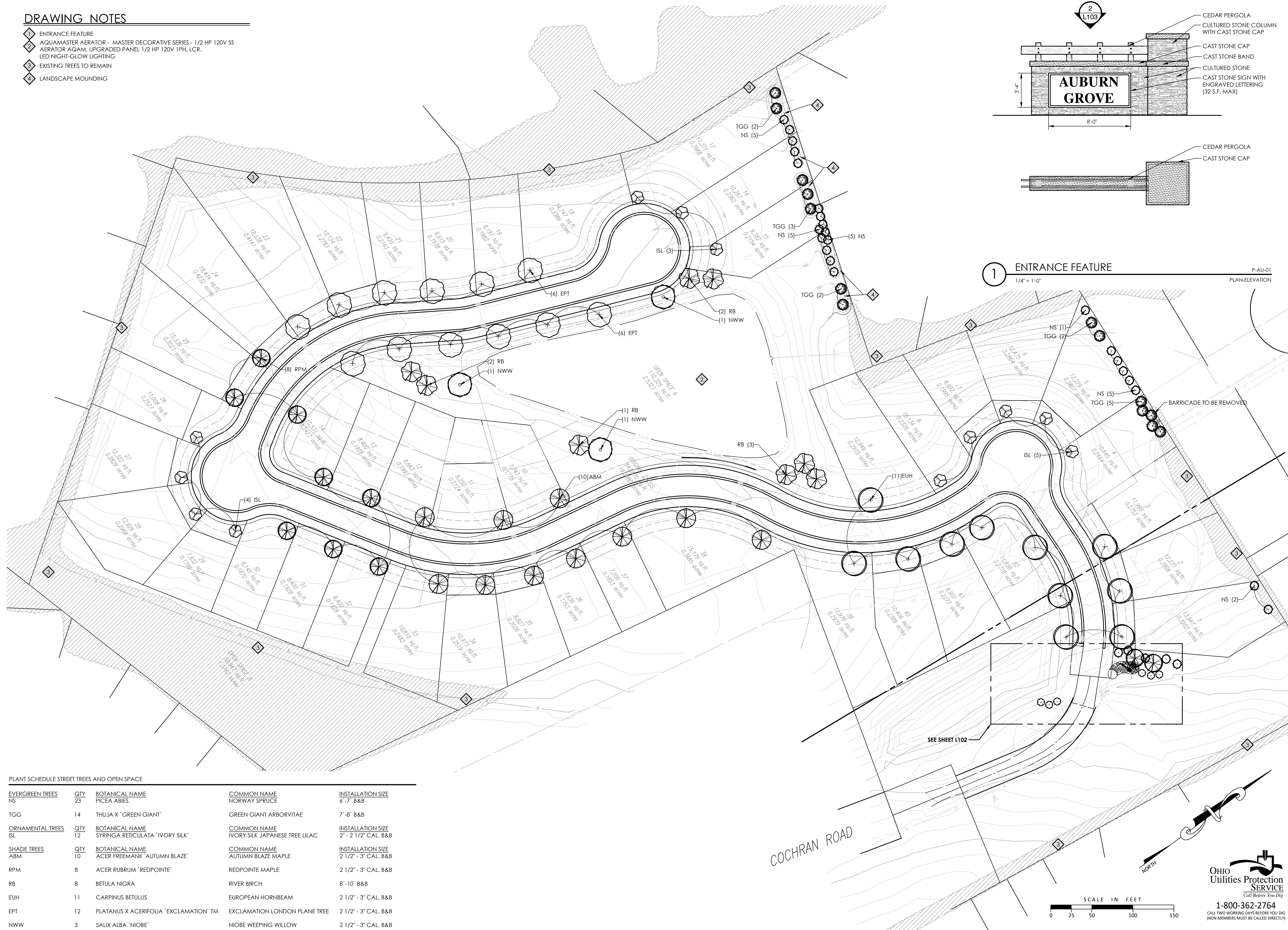
SITE PLAN RENDERING

PROJECT NUMBER: 19574.00 | DATE: 03.02.20





1	ENTRANCE FEATURE
2	AQUAMASTER AERATOR - MASTER DECORATIVE SERIES - 1/2 HP 120V SS AERATOR A.Q.M., UPGRADED PANEL 1/2 HP 120V 1PH. LCR. LED NIGHT-GLOW LIGHTING
3	EXISTING TREES TO REMAIN
4	LANDSCAPE MOUNDING



PLANT SCHEDULE STREET TREES AND OPEN SPACE				
<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>INSTALLATION SIZE</u>
NS	23	PICEA ABIES	NORWAY SPRUCE	6'-7" B&B
TGG	14	THUJA X 'GREEN GIANT'	GREEN GIANT ARBORVITAE	7'-8" B&B
<u>ORNAMENTAL TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>INSTALLATION SIZE</u>
ISL	12	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2" - 2 1/2" CAL. B&B
<u>SHADE TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>INSTALLATION SIZE</u>
ABM	10	ACER FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	2 1/2" - 3" CAL. B&B
RPM	8	ACER RUBRUM 'REDPOINTE'	REDPOINTE MAPLE	2 1/2" - 3" CAL. B&B
RB	8	BETULA NIGRA	RIVER BIRCH	8'-10" B&B
EUH	11	CARPINUS BETULUS	EUROPEAN HORNBEAM	2 1/2" - 3" CAL. B&B
EPT	12	PLATANUS X ACERIFOLIA 'EXCLAMATION' TM	EXCLAMATION LONDON PLANE TREE	2 1/2" - 3" CAL. B&B
NWW	3	SALIX ALBA 'NIOBE'	NIOBE WEEPING WILLOW	2 1/2" - 3" CAL. B&B

**MSP**  
DESIGN  
McGill Smith Punshon

■ Architecture  
■ Engineering  
■ Landscape Architecture  
■ Planning  
■ Surveying

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**AUBURN GROVE  
VILLAGE OF SOUTH LEBANON  
WARREN COUNTY, OH**

Sheet Title  
**STREET TREE PLAN**

Project Number	19574.00
Drawing Scale	1" = 50'
Sheet Number	<b>L101</b>
File Number	19574



