

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
AUGUST 6, 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

4. Guests:

5. Floor open to the public

4. New Business:

Emergency Ordinance 2020-19 fixing residential rates for solid waste removal effective September 1, 2020

Emergency Resolution 2020-31 executing a record plat for Grants Frederick Section 2 Phase C Subdivision

Emergency Resolution 2020-32 executing a development agreement for Grants Frederick Subdivision, Section 2, Phase C with Grand Communities LLC

Emergency Ordinance 2020-20 establishing a Special Revenue Fund for the Coronavirus Aid, Relief, and Economic Security (“Cares”) Act funds and authorizing payment of qualified expenditures from said fund.

Authorization of Invoices

Approval of Meeting Minutes:

Regular Meeting – June 4, 2020

Special Meeting – June 11, 2020

Regular Meeting – June 18, 2020

5. Old Business:

Ordinance 2020-17, Second Reading, approving zoning map amendment consisting of 41.031 acres from I-1 [Light Industrial District] to R-3 [Single and Multi-Family Residential]

Ordinance 2020-18, Second Reading, approving the Planned Unit Development (PUD) preliminary development plan on Mason-Morrow-Millgrove Road in accordance with section 15.14.15 of the Village zoning regulations

6. Executive Session

7. Communications and reports from Village Officials and Committees

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

8. Adjournment



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

MEMORANDUM

To: Mayor & Village Council
CC: Nicole Armstrong, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: August 3, 2020
Subject: Garbage Rate Ordinance

The attached ordinance is required to set the trash collection rates for the Village. Rumpke's rate increases on September 1st. The current rate is \$17.75. The new rate of \$18.50 will cover the 3% increase in our Rumpke costs, the Village's cost in the utility department and additional costs we now incur for the cleanup event and the additional cost for the disposal of tires.

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

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2020-19**

**AN ORDINANCE FIXING RESIDENTIAL RATES FOR SOLID WASTE
REMOVAL EFFECTIVE SEPTEMBER 1, 2020, AND DECLARING AN
EMERGENCY**

WHEREAS, the Village Council adopted Ordinance No. 2019-17 fixing the residential rates for solid waste removal in the Village; and

WHEREAS, the Village has entered into a contract with Rumpke of Ohio, Inc. to provide solid waste and recycling services within the Village for a five (5) year period commencing on September 1, 2018; and

WHEREAS, said contract provided for annual increases effective September 1 of each year; and

WHEREAS, it is necessary to adjust the solid waste removal rate for Village residents to cover these increased costs; and

WHEREAS, immediate action is required to amend the current residential rates for solid waste removal in order to preserve the public peace, health, safety and general welfare of the Village; and

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. That Village Ordinance No. 2019-17 is hereby amended in its entirety, thereby repealing and replacing all ordinances or parts thereof inconsistent herewith, as follows:

Effective September 1, 2020 through August 31, 2021, the rates for solid waste removal services for residential customers per month shall be EIGHTEEN DOLLARS AND FIFTY-SEVEN CENTS (\$18.50).

Section 2. Developers of new residential or commercial property who are in the process of developing such properties are exempted from paying for solid waste removal services. Solid waste removal will only be billed once the resident or tenant has moved into the completed structure and their solid waste removal services begin.

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

Section 4. That, in order to ensure that there are sufficient funds available to cover the cost of meeting the Village's contract for solid waste removal services, this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Revised Code 731.30 for the immediate preservation of the public peace, health, safety and general welfare and this Ordinance shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the 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.

Approved this day of August, 2020.

Attest: _____
Nicole Armstrong, Fiscal Officer/Clerk 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: _____



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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: August 4, 2020

Subject: Grants Frederick Section 2-C Final Plat & Development Agreement

Attached are resolutions to approve the final plat for the Grants Frederick Section 2 Phase C Subdivision as well as the development agreement. All of the infrastructure improvements with the exception of the items listed on the cost estimate in the development agreement have already been completed.

This plat will create 19 lots on 5.57 acres on Frederick Court & Fredrick Trail in the Grants Frederick development. This is the last section for the Grants Frederick development.

The Village Planning Commission approved the final plat on July 30th. This requires Village Council approval of the development agreement and final plat prior to recording of the record plat.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-31**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A RECORD PLAT FOR GRANTS FREDERICK SECTION 2
PHASE C SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on July 30, 2020, and conditionally approved the final plat for the Grants Frederick Section 2 Phase C Subdivision; and,

WHEREAS, the developer has met the conditions required by the Planning Commission; and,

WHEREAS, immediate action is required to preserve the Village's authority to review and approve said subdivision record plat, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Grants Frederick Section 2 Phase C Subdivision Record Plat, 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 6th day of August, 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: ____ / ____ /2020

DEED REFERENCE

SITUATED IN VIRGINIA MILITARY SURVEY #1546, VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 5.5674 ACRES AND BEING ALL THAT REMAINS OUT OF AN ORIGINAL 20.870 ACRE PARCEL OF LAND AS CONVEYED TO GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.) AS RECORDED IN OFFICIAL RECORD 5307, PAGE 301, AND ALL THAT REMAINS OUT OF AN ORIGINAL 0.598 ACRE PARCEL OF LAND AS CONVEYED TO GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.) AS RECORDED IN OFFICIAL RECORD 5429, PAGE 508 AND ALL 0.022 ACRES OF LAND AS CONVEYED TO GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.) AS RECORDED IN OFFICIAL RECORD 5432, PAGE 935 AS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GRANTS FREDERICK HOME OWNERS ASSOCIATION, INC. WHICH IS RECORDED IN THE DEED OF RECORDS OF WARREN COUNTY, OHIO, COMMENCING WITH OFFICIAL RECORD 5485, PAGE 800 AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENT(S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

OWNERS CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SIDEWALKS AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO THE VILLAGE OF SOUTH LEBANON, DUKE ENERGY, UNITED TELEPHONE, CHARTER COMMUNICATIONS AND WARREN COUNTY.

OWNER: GRAND COMMUNITIES, LLC
A KENTUCKY LIMITED LIABILITY COMPANY

TODD E. HUSS
PRESIDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF BOONE

THIS IS AN ACKNOWLEDGEMENT CLAUSE; NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2020 BY TODD E. HUSS, PRESIDENT OF GRAND COMMUNITIES, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S). WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE VILLAGE OF SOUTH LEBANON ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5589.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP MAINS.

SETBACKS

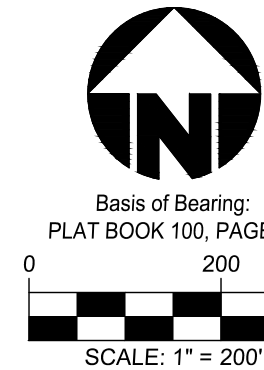
FRONT YARD = 25'
REAR YARD = 25'
SIDE YARD = 5'

ROAD WAY DATA

FREDERICK COURT: 268.74 L.F.
FREDERICK TRAIL: 239.28 L.F.

ACREAGE TABLE

LOTS 4.3058 ACRES
OPEN SPACE 0.3718 ACRES
RIGHT OF WAY 0.8898 ACRES
TOTAL SECTION TWO "C": 5.5674 ACRES



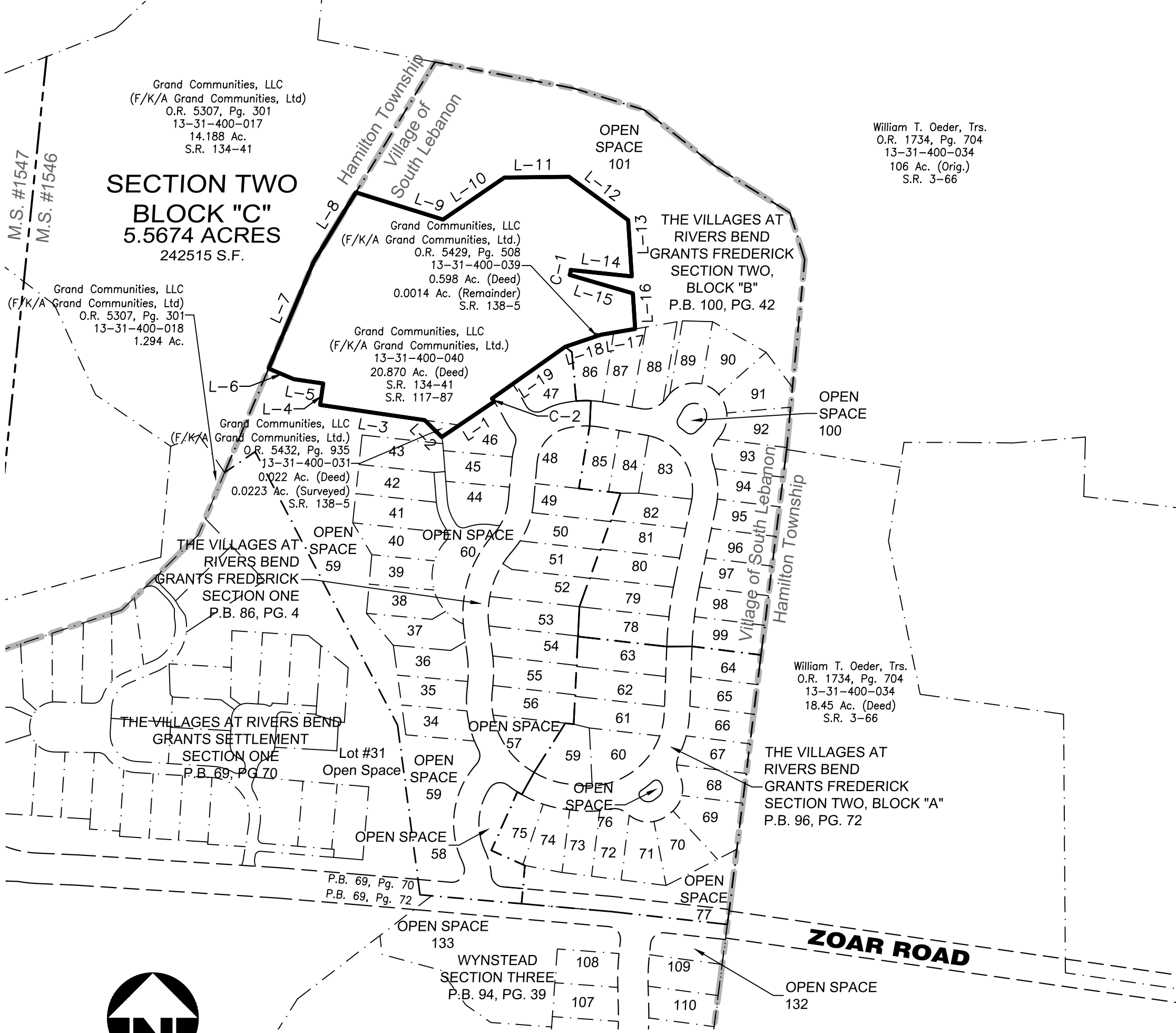
GRANT OF UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNED "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

THE VILLAGES AT RIVERS BEND GRANTS FREDERICK SECTION TWO, BLOCK "C"

MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
JUNE, 2020 ~ 5.5674 ACRES



KEY MAP

SHEET INDEX

- 1. TITLE
- 2. PLAT

OWNER/DEVELOPER

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD, SUITE 400
ERLANGER, KY 41018
859-341-4709

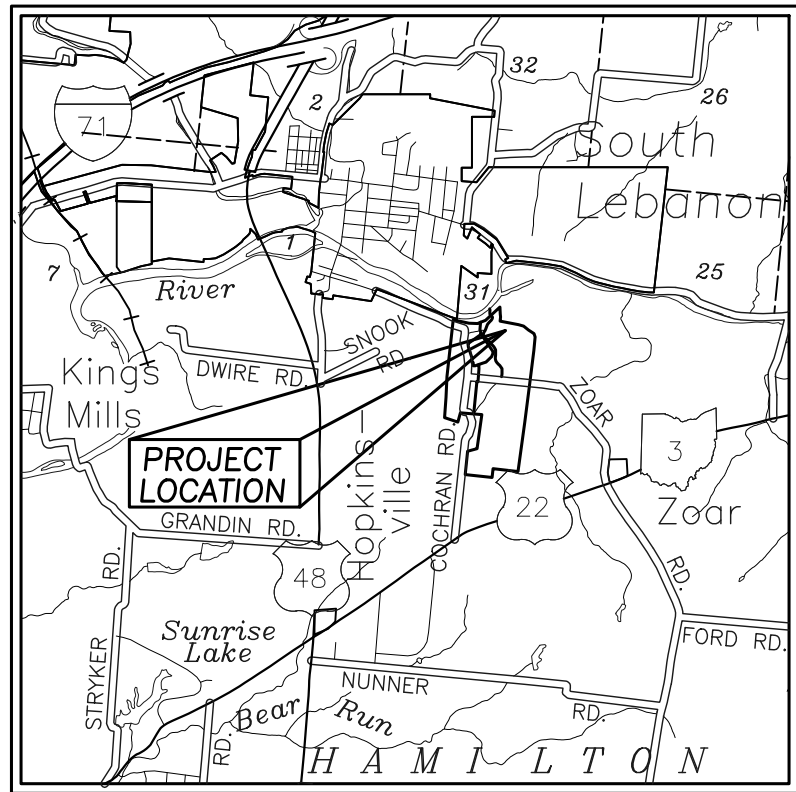
SURVEYOR

BAYER BECKER
6900 TYLERSVILLE ROAD, SUITE A
MASON, OH 45040
513-336-6600

NOTES

- BASIS OF BEARING: THE VILLAGES AT RIVERS BEND, GRANTS FREDERICK, SECTION TWO, BLOCK "B" PLAT BOOK 100, PAGES 42-44.
- PRIOR DEED REFERENCE: OFFICIAL RECORD 5307, PAGE 301
OFFICIAL RECORD 5429, PAGE 508
OFFICIAL RECORD 5432, PAGE 935
- MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION AS SHOWN.
- ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
- LINES OF OCCUPATION, WHEREVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
- ALL DOCUMENTS USED AS SHOWN.
- THE GRANTS FREDERICK HOME OWNERS ASSOCIATION, INC. WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS.

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	10°14'42"	56.00'	10.01'	S11°04'53"W 10.00'
C-2	1°10'32"	355.00'	7.28'	S34°40'25"E 7.28'



VICINITY MAP
N.T.S.



APPROVALS

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS ____ DAY OF _____, 2020.

CHAIRMAN

VILLAGE OF SOUTH LEBANON

I HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 2020, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. ____ ADOPTED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

ATTEST:

JAMES D. SMITH, MAYOR

NICOLE ARMSTRONG,
FISCAL OFFICER

WARREN COUNTY WATER

I HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 2020.

CHRIS BRAUSCH

COUNTY AUDITOR

TRANSFERRED ON THIS ____ DAY OF _____, 2020, AT ____ M.

COUNTY AUDITOR

DEPUTY

PRINTED NAME:

COUNTY RECORDER

FILE NO. _____

RECEIVED ON THIS ____ DAY OF _____, 2020, AT ____ M.

RECORDED ON THIS ____ DAY OF _____, 2020, AT ____ M.

RECORDED IN PLAT BOOK NO. ____ ON PAGE NO. ____.

FEE: _____

COUNTY RECORDER

DEPUTY

PRINTED NAME:

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.

DAVID DOUGLAS SMITH, P.S.
PROFESSIONAL SURVEYOR #7121
IN THE STATE OF OHIO

DATE



THE VILLAGES AT RIVERS BEND
GRANTS FREDERICK
SECTION TWO, BLOCK "C"
MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 11C009-003 RPC TITLE

Drawn by: PAH

Checked By: BRJ

Issue Date: 06-01-2020

Sheet:

1/2

SIDWELLS

OLD #	13-31-400-031	LOT 102
OLD #	13-31-400-039	LOT 103
OLD #	13-31-400-040	LOT 104
NEW	-	LOT 105
NEW	-	LOT 106
NEW	-	LOT 107
NEW	-	LOT 108
NEW	-	LOT 109
NEW	-	LOT 110
NEW	-	LOT 111
NEW	-	LOT 112
NEW	-	LOT 113
NEW	-	LOT 114
NEW	-	LOT 115
NEW	-	LOT 116
NEW	-	LOT 117
NEW	-	LOT 118
NEW	-	LOT 119
NEW	-	LOT 120
NEW	-	LOT 121 O/S
NEW	-	R/W 0.8898 ACRES

NO REMAINDER

O/S = OPEN SPACE

Grand Communities, LLC
(F/K/A Grand Communities, Ltd)
O.R. 5307, Pg. 301
13-31-400-017
14.188 Ac
S.R. 134-41

Plot time: Jun 29, 2020 - 11:32am
Drawing name: J:\2011\11C009-003\DWG\11C009-003 RPC.dwg - Layout Tab: Record Plat

THE VILLAGES AT
RIVERS BEND
GRANTS FREDERICK
SECTION TWO, BLOCK "B"
P.B. 100, PG. 42

OPEN SPACE
101

CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	10°14'42"	56.00'	10.01'	S11°04'53"W 10.00'
C-2	1°10'32"	355.00'	7.28'	S34°40'25"E 7.28'

LOT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-3	12°22'11"	355.00'	76.64'	N40°16'14"W 76.49'
C-4	7°28'00"	355.00'	46.26'	N50°11'20"W 46.23'
C-5	0°57'45"	23.50'	0.39'	N54°24'12"W 0.39'
C-6	51°28'36"	23.50'	21.10'	N80°36'23"W 20.40'
C-7	48°43'22"	56.00'	47.62'	N81°58'00"W 46.20'
C-8	38°07'06"	56.00'	37.26'	N38°32'46"W 36.57'
C-9	39°47'41"	56.00'	38.89'	N00°24'38"E 38.12'
C-10	39°47'41"	56.00'	38.90'	N40°12'19"E 38.12'
C-11	39°47'41"	56.00'	38.89'	N80°00'00"E 38.12'
C-12	47°05'44"	56.00'	46.03'	S56°33'17"E 44.75'
C-13	31°29'27"	56.00'	30.78'	S17°15'42"E 30.39'
C-14	52°24'21"	23.50'	21.49'	S27°43'09"E 20.75'
C-15	90°00'00"	23.50'	36.91'	N81°04'40"E 33.23'
C-16	18°14'25"	275.00'	87.55'	N45°11'53"E 87.18'

LOT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-17	10°31'23"	275.00'	50.51'	N59°34'47"E 50.44'
C-18	3°37'03"	23.50'	1.48'	N63°01'56"E 1.48'
C-19	46°15'21"	23.50'	18.97'	N38°05'44"E 18.46'
C-20	50°03'44"	56.00'	48.93'	N39°59'56"E 47.39'
C-21	41°20'22"	56.00'	40.41'	N85°41'58"E 39.53'
C-22	39°47'41"	56.00'	38.89'	S53°44'00"E 38.12'
C-23	39°47'41"	56.00'	38.89'	S13°56'19"E 38.12'
C-24	43°18'59"	56.00'	42.34'	S37°51'43"W 41.34'
C-25	60°08'16"	56.00'	58.78'	S89°35'20"W 56.12'
C-26	56°00'28"	23.50'	22.97'	N88°20'46"W 22.07'
C-27	27°34'20"	225.00'	108.28'	S49°51'50"W 107.23'
C-28	86°21'45"	23.50'	35.42'	S07°06'12"E 32.16'
C-29	6°38'49"	405.00'	46.98'	S46°57'41"E 46.96'
C-30	8°22'36"	405.00'	59.21'	S39°26'58"E 59.16'

CENTERLINE CURVE TABLE

Curve	Delta	Radius	Length	Chord
CC-31	18°39'39"	380.00'	123.76'	N44°35'30"W 123.22'
CC-32	31°38'11"	250.00'	138.04'	N51°53'46"E 136.29'

TOTAL R/W CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-33	18°39'39"	355.00'	115.62'	N44°35'30"W 115.11'
C-34	52°24'21"	23.50'	21.49'	N80°07'30"W 20.75'
C-35	28°48'43"	56.00'	278.37'	N36°04'40"E 68.33'
C-36	28°45'48"	275.00'	138.06'	N50°27'34"E 136.61'
C-37	49°52'24"	23.50'	20.45'	N39°54'16"E 19.82'
C-38	28°41'24"	56.00'	278.25'	S22°41'14"E 68.42'
C-39	15°01'25"	405.00'	106.19'	S42°46'23"E 105.89'

EASEMENT
LINE TABLE

Line	Direction	Distance
EL-1	N31°21'56"W	59.80'
EL-2	N47°01'03"W	60.52'
EL-3	N48°47'13"E	102.61'

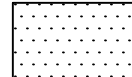
EASEMENT CURVE TABLE

Curve	Delta	Radius	Length	Chord
EC-40	29°14'39"	8.50'	4.34'	S78°16'20"W 4.29'
EC-41	0°25'13"	210.00'	1.54'	S63°26'24"W 1.54'

LEGEND

- △ Found MAG Nail
- Found 5/8" Iron Pin (capped "Bayer Becker")
- ⊙ Found 1" Iron Pin (capped "Bayer Becker")
- ✱ Set MAG Spike
- Set 5/8" Diameter x 30" Long Iron Pin Capped "Bayer Becker"

R/W - Ex Right of Way



M.F.O.E.=MINIMUM FRONT OPENING ELEVATION

Lot Table

Lot #	Acres	S.Ft.
102	0.1704	7422
103	0.2438	10618
104	0.1716	7473
105	0.2673	11643
106	0.2354	10253
107	0.2292	9983
108	0.2388	10404
109	0.1903	8288
110	0.2392	10422
111	0.2322	10113
112	0.2152	9373
113	0.3228	14062
114	0.2750	11977
115	0.2835	12351
116	0.2121	9239
117	0.1903	8290
118	0.2057	8961
119	0.1984	8642
120	0.1846	8042
121*	0.3718	16195

*OPEN SPACE



Basis of Bearing:
PLAT BOOK 100, PAGE 42
0 30 45
SCALE: 1"= 30'

THE VILLAGES AT RIVERS BEND

GRANTS FREDERICK

SECTION TWO, BLOCK "C"

MILITARY SURVEY #1546
VILLAGE OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAT



www.bayerbecker.com
6900 Tyersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 11C009-003 RPC

Drawn by: PAH

Checked by: BRJ

Issue Date: 06-01-2020

Sheet:

2/2

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-32**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR GRANTS
FREDERICK SUBDIVISION, SECTION 2 PHASE C, WITH GRAND
COMMUNITIES, LLC, AND DECLARING AN EMERGENCY**

WHEREAS, Section 15.20.7 of the Village's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the Village to enter into a development agreement with the Village relating to the construction of improvements within the subdivision; and,

WHEREAS, Grand Communities, LLC, is the developer of Grants Frederick Subdivision, Section 2 Phase C in the Village, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the Village and its citizens relating to the construction of said Development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Development Agreement relating to Grants Frederick Subdivision, Section 2 Phase C, with Grand Communities, LLC, 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 6th day of August, 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: ____ / ____ /2020

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the Village of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "Village"), and Grand Communities, LLC, whose mailing address is 3940 Olympic Boulevard, Suite 100, Erlanger, KY 41018, (the "Developer"), and Berkley Insurance Company, whose mailing address is 475 Steamboat Road, Greenwich, CT 06830 ("the Surety"), is in accordance with the Village's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Village Administrator for the completion of the public and other improvements associated with the residential development known as Grants Frederick Section 2 Block C Subdivision ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the Village of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 13-31-400-031, 13-31-400-039 & 13-31-400-040, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, in accordance with Sec. 15.20.7 (2) of the Village's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the Village's Subdivision Regulations, incorporated herein by reference; and

WHEREAS, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the Village right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall remain

private, if any, (intersections with street, sanitary, water and/or storm water systems of the Village); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the Village and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the Village, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the Village's Ordinances, Resolutions and Subdivision Regulations. The Village shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The Village will only consider this phased acceptance if this action would be, in the sole opinion of the Village Council, in the Village's best interest.

4. The Developer, upon completion of construction shall submit to the Village reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the Village's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the Village. Prior to acceptance of the Public Improvements by the Village, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the Village and in such a manner as no to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the Village's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the Village. The costs to the Village shall be based upon the Village Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the Village's staff, otherwise, the cost to the Village shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the Village and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the Village a reasonable amount as determined by the Village Administrator to pay for these additional costs.
- 8.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the Village and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the Village, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the Village, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving

operations associated with the development of the site by Developer. Such geotechnical engineer shall provide a written report and copies of the field notes to the Village upon completion of the same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

8.2 Before starting the construction of any improvements, the Developer shall ascertain from the Village Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Village Administrator or the Village Administrator's designee is less than twenty four (24) hours prior to a desired inspection.

8.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the Village has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

9.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the Village's Solicitor. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

9.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the Village ("Issuer") and issued in favor of the Council of the Village of South Lebanon, Ohio for the **Performance bond** in the sum of \$16,760.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public

Improvements yet to be completed as of July 28, 2020, in accordance with the Development Plan and the corresponding schedule of values approved by the Village (attached as "Exhibit D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Village Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the Village and shall contain the following language:

“It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Village Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

“The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Village Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Village Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in Grants Frederick Section 2, Block C Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Grants Frederick Section 2 Block C Subdivision.

The condition of Default shall occur when the Village Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the Village Council upon demand after the following have occurred: (i) the Village Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Village Administrator; (ii) the Village Administrator shall copy the Fiscal Officer on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Village Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of

the Village Administrator within fourteen (14) days of the Default Notice, unless the Village Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the Village Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Village Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the Village's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the Village Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the Village may solely determine, as well as apply the funds to any costs incurred by the Village which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Village Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the Village's Fiscal Officer within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to Village Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the Village Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion

of any of the following phases: the clearing and initial grading, provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the Village.

Any such reduction shall be based on a schedule of values approved by the Village and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the Village.

9.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the Village's Fiscal Officer. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the Village Fiscal Officer, and the Village Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the Village Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.

9.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the

security of complete compliance of the terms of the Development Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the Village's Fiscal Officer, and release of liability upon full payment.

9.2 Maintenance Bond. Upon completion of the final improvements as determined by the Village Administrator and engineer acting in the service of the Village and pursuant to the Subdivision Regulations, the Developer shall post a Performance Bond pursuant to the Village's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the Village in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.

10. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before July 28, 2020 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time is hereby fixed by the Village as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the Village in its reasonable discretion but only after a written application filed with the Village Planning Commission. Such extension, however, will be conditioned upon the Developer providing the Village with updated costs sheets for improvements not yet constructed, and the Village may request additional bonding in an acceptable form as provided in paragraph 9 above.

11. Indemnification. The Developer agrees to indemnify and hold the Village harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the Village per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property,

the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the Village. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable

12. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the Village as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
13. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
14. Severability. Should any portion of this Contract 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.
15. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
16. Controlling Law; 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.
17. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns

and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

18. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, GRAND COMMUNITIES, LLC referred to as the Developer herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

SURETY (if applicable)

IN EXECUTION WHEREOF, BERKLEY INSURANCE COMPANY, referred to as the Surety herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

[remainder of the page is blank]

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 2020-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Fiscal Officer, of the Village of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a Village Resolution authorizing them to so act.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: _____
Village Solicitor

Exhibit "A" - Legal Description of the Entire Tract(s)

[insert or attach hereto]

Exhibit “B” – Village’s Fee Schedule

Village Administrator	\$95/hour
-----------------------	-----------

Public Works Superintendent	\$55/hour
-----------------------------	-----------

Exhibit “C” – Professional Consultant’s Fee Schedule

[attach hereto]

Exhibit “D” – Cost Estimates Sheets

[attach hereto]

GRANT'S FREDERICK SECTION 2C PERFORMANCE BOND QUANTITIES
VILLAGE OF SOUTH LEBANON

July 28, 2020

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	5% PAVEMENT REPAIR	S.Y.	80	\$130.00	\$10,400.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	190	\$4.00	\$760.00
608	4" CONCRETE WALK	S.F.	200	\$10.00	\$2,000.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	60	\$60.00	\$3,600.00
TOTAL					\$16,760.00



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

Nicholas J. Selhorst, P.E.

Date

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION 2020-20**

**A RESOLUTION ESTABLISHING A SPECIAL REVENUE FUND FOR THE
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT
FUNDS AND AUTHORIZING THE FISCAL OFFICER TO PAY QUALIFIED
EXPENDITURES FROM SAID FUND, AND DECLARING AN EMERGENCY**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the 133rd Ohio General Assembly (hereinafter "General Assembly") established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” to local government “subdivisions”; and

WHEREAS, the General Assembly requires subdivisions receiving funds, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the **Village of South Lebanon** is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

WHEREAS, immediate action is required to create a Coronavirus Relief Fund for the funds, as the Village has incurred expenses for qualified expenditures and must pass the necessary legislation to pay for said expenditures, 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 a Special Revenue Fund, Coronavirus Relief Fund for the proceeds from the CARES Act is hereby created. The Fiscal Officer is hereby authorized to establish such Special Revenue Fund.

Section 2. That the council for the Village of South Lebanon affirms that all funds received from the County Coronavirus Relief Distribution Fund be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in **the Village of South Lebanon’s** most recently approved budget as of March 27, 2020; and

- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 3. That the **Fiscal Officer** take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in **the Village of South Lebanon**'s local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in **the Village of South Lebanon**'s local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under the process established by the General Assembly to the Director of the Ohio Office of Budget and Management as requested.

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

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

Section 6. That this Resolution is 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 August, 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, OHIO
ORDINANCE NO. 2020-17**

**AN ORDINANCE APPROVING ZONING MAP AMENDMENT TO A CERTAIN
PROPERTY IN THE VILLAGE OF SOUTH LEBANON, CONSISTING OF 41.031
ACRES FROM I-1 [LIGHT INDUSTRIAL DISTRICT] TO R-3 [SINGLE AND
MULTI-FAMILY RESIDENTIAL DISTRICT]**

WHEREAS, Redwood USA, LLC has submitted an application for a zoning map amendment for certain properties on Mason-Morrow-Millgrove Road (Parcel# 12-01-151-013) consisting of 41.031 acres from I-1 [Light Industrial District] to R-3 [Single- & Multi-Family Residential District]; and,

WHEREAS, in accordance with Section 15.7.7 of the Village of South Lebanon Zoning Regulations, on June 3, 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 July 16, 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>
Mason-Morrow- Millgrove Road Lebanon, OH 45036	12-01-151-013	41.031 ac.	from I-1 [Light Industrial] to R-3 [Single & Multi Family]

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: _____

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2020-18**

**AN ORDINANCE APPROVING THE PLANNED UNIT DEVELOPMENT (PUD)
PRELIMINARY DEVELOPMENT PLAN ON MASON-MORROW-MILLGROVE
ROAD IN ACCORDANCE SECTION 15.14.15 OF THE VILLAGE ZONING
REGULATIONS**

WHEREAS, in accordance with Section 713.12 of the Ohio Revised Code and Section 15.7.8 and Section 15.14.15 of the Zoning Regulations of the Village of South Lebanon (Zoning Regs), the Council held a public hearing on July 16th, 2020, at 6:30 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 properties:

<u>Owner(s)</u>	<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
Lebanon Mason LLC	Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-01-151-013	41.031 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 for the following identified parcel:

<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-01-151-013	41.031 ac.

Section 2. 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 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: _____

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
AUGUST 6, 2020

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

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