

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
SEPTEMBER 17, 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 Resolution 2020-34 accepting amounts and rates as determined by the Budget Commission for fiscal year 2021

Emergency Ordinance 2020-22 amending the annual appropriation for expenditures of the Village of South Lebanon for fiscal year 2020

Emergency Resolution 2020-35 agreement with Choice One for engineering services required for the Lebanon Road Community Development Block Grant Project

Emergency Resolution 2020-36 authorizing the acceptance of property on Forest Avenue from the Evans Family Trust, LLC

Authorization of Invoices

Approval of August Financial Statements

6. Old Business:

Ordinance 2020-21, Second Reading, vacating a portion of Cochran Road

7. Executive Session

8. Communications and reports from Village Officials and Committees

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

9. Adjournment



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

MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor
Jerry Haddix, Village Administrator

From: Nicole Armstrong, Fiscal Officer

Date: September 16, 2020

Subject: Ordinance 2020-22 Amending Appropriations

At the August 20th and September 3rd council meeting, Council approved for the Fiscal Officer to submit an Amended Certificate to the Warren County Auditor.

Ordinance 2020-22 appropriates all or a portion of the revenue from the Amended Certificates to allow for expenditures (CARES Act/TIF Revenue).

If you have any questions, do not hesitate to contact me directly at 513-770-4872.



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MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor
Jerry Haddix, Village Administrator

From: Nicole Armstrong, Fiscal Officer

Date: September 16, 2020

Subject: Resolution 2020-34

On July 9, 2020, Council approved Resolution 2020-29 to submit the Fiscal Year 2021 Interim Tax Budget to the County Auditor. A signed Official Certificate from the County Auditor is attached providing the certified amount of estimated Property Tax and Local Government amounts that we are expected to receive next year. I've highlighted on the Official Certificate where the County Auditor inserted this information and included their calculation on how they arrived at these figures. Typically, the Auditor certifies the tax amount at 97% of collections; however, the Auditor is unsure how the Coronavirus will affect delinquencies which resulted in the 95% certification.

Resolution 2020-34 accepts the amounts and rates determined by the County Budget Commission and certifies them to the County Auditor by the deadline of October 1, 2020.

If you have any questions, do not hesitate to contact me at 513-770-4872.



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: September 16, 2020
Subject: Lebanon Road CDBG Project Engineering Agreement

As mentioned previously, Union Township & the Village were awarded \$200,000 from the Warren County Community Development Block Grant (CDBG) program to repave and add sidewalks along Lebanon Road from Pike Street to Corwin Nixon Boulevard. As part of the application, the Village committed \$39,414 in Village funds to the project with \$21,000 budgeted for engineering and construction observation.

Attached is a resolution and agreement with Choice One Engineering for the design & construction observation of the project. We need to start the design as soon as possible to give plenty of time for utility relocation that will be required for this project. This is the justification for the emergency resolution. The plan is for the design and utility relocation to be completed this Fall/Winter and then bid it out in early 2021. Here is a breakdown of the funding:

CDBG funds	\$200,000
Union Township funds	\$20,000
Village funds	<u>\$39,414</u>
TOTAL	\$259,414

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-35**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
CONSULTING ENGINEER SERVICES REQUIRED FOR THE LEBANON ROAD
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT, AND DECLARING
AN EMERGENCY**

WHEREAS, Union Township and the Village have been awarded \$200,000 in Fiscal Year 2020 Community Development Block Grant (CDBG) funds for construction on Lebanon Road from Pike Street to Corwin Nixon Boulevard; and,

WHEREAS, the Village committed \$39,414 to the Project which included \$21,000 for engineering and construction observation; and,

WHEREAS, the Village has solicited a proposal from Choice One Engineering for consulting engineer for said Project; and,

WHEREAS, funds are available in the Village's 2020 General Fund budget for consulting engineer services for the Lebanon Road Project; and,

WHEREAS, immediate action is required to assure design and utility relocation can be completed as soon as possible to expedite the construction of the project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting engineer services in the Village of South Lebanon required for Lebanon Road CDBG Project for the lump sum fee of \$21,000.

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 September, 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

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "Village") and Choice One Engineering, organized under the laws of the State of Ohio as a Corporation, whose address is 8956 Glendale0-Milford Road, Suite 1, Loveland, Ohio 45140 ("Consultant").

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 The Consultant agrees to provide consulting engineering products and/or services (the "Basic Services") relative to design and engineering for the Lebanon Road CDBG Project, 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 \$21,000.00.** The Village shall not be responsible for the cost of any Basic Services that exceeds the aforementioned not-to-exceed price without prior written authorization from the Village.

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

5.2 Times of Payments.

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

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the Village fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of Consultant's itemized statement therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said 45th day, and in addition, Consultant may, after giving seven days, written notice to the Village, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the Village under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Consultant for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of Consultant's Salary Costs pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the Village upon request prior to final payment for Consultant's services.

5.4 Definitions

- 5.4.1. The Payroll Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; Consultant's architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party for no cause upon seven (7) days' written notice by certified mail, return receipt requested.

6.2 Reuse of Documents.

All documents prepared by Consultant pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Village or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Village's risk and without liability or legal exposure to Consultant. Any verification or adaptation requested by the Village to be performed by Consultant will entitle Consultant to further compensation at rates to be agreed upon by the Village and Consultant.

6.3 Controlling Law and Venue

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

6.4 Successors and Assigns.

- 6.4.1. The Village and Consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the Village nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Village and Consultant.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

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

Consultant: Choice One Engineering
Attn. Nicolas J. Selhorst, P.E.
Address: 8956 Glendale-Milford Road, Suite 1
Address: Loveland, Ohio 45140

6.12 Insurance

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

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

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

(c) The insurance coverage must have professional liability (i.e. errors and omissions) limit of \$1,000,000 per occurrence.

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

(e) The insurance coverage shall have Ohio stop gap employer's liability with a \$2,000,000 limit;

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

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

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

7.1.1 None

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibit "1"

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

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

SECTION 10 – INDEMNIFICATION

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

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SECTION 11 – EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, Choice One Engineering, the Consultant herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VILLAGE:

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

Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the installation of sidewalk and the repaving of Lebanon Road between Pike Street and Corwin Nixon Boulevard.

Project Details

- The project is located between Pike Street and Corwin Nixon Boulevard within the Village of South Lebanon. See attached exhibit for project area. Project length is approx. 1,400 feet.
- Roadway will be milled 2" and repaved with 2" of 441 ODOT Superpave surface course.
- Sidewalk will be 5' wide and attached to curb. Curb/sidewalk will only be installed where it currently does not exist.
- No new R/W is anticipated to be needed for this project.
- Storm sewer will be added/modified where curb is installed.
- Guardrail will be replaced just south of Corwin Nixon on the west side of the road. Existing headwall will not be modified.
- Curb ramps will be replaced along the project route.
- Existing trees will be removed along the project route.
- Drive aprons will be replaced along the project route with concrete.
- Plans will be designed to Ohio Department of Transportation (ODOT) and Village of South Lebanon standards and specifications.
- Material and construction standards will be covered by general notes and specifications.
- Road will be closed during construction and open to local traffic only. Maintenance of traffic will be covered by general notes.
- The project is being partially funded by a CDBG grant. Public bidding procedures to be handled by Warren County.
- Part-time construction observation by Choice One is included in this scope.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary.
- Construction is estimated to be approximately \$240,000.
- Construction is planned for Fall 2020.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Typical Sections
 - iii. General Notes and Details
 - iv. Maintenance of Traffic Notes and Detour Plan
 - v. Intersection Details
 - vi. Quantity Summary and Engineer's Estimate
 - vii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - viii. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
- b. No Ohio EPA permitting should be needed as the earth disturbed area will be less than 1 acre.
- c. Send plans to Utility companies for relocations.
- d. Engineer's Estimate
- e. Field walk project area with Village.

3. Construction Observation and Administration

- a. Part time field construction observation including:
 - i. View Contractor's work to ensure it conforms to the construction plans and specifications. Construction Observation will be performed approximately three hours a day for four weeks.
 - ii. Maintain orderly files for correspondence, daily reports, and work change directives.
 - iii. Negotiate all design changes in the field with the Contractor and Village.
 - iv. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
 - v. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Traffic Signal Design
2. Traffic Impact Studies
3. Construction Layout Staking

Client Responsibilities

- Payment of all agency-related fees.
- Provide any available existing plans.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$4,500.00
Construction Plans	\$11,000.00
Total	\$15,500.00
<i>Construction Observation and Administration</i>	<i>Hourly Upon Request (\$5,500 budget)</i>

Schedule

Choice One will have the construction plans completed and ready for the bid advertisement within sixty-five (65) days after receipt of an executed Agreement.

2020 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$140
Professional Surveyor	\$120
Landscape Architect	\$110
Designer	\$95
Field Surveyor	\$95
Administrative	\$65
Resident Project Representative	\$80

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

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

Project is located on Lebanon Road in South Lebanon between Pike St. and Corwin Nixon Blvd. the project is a mill/fill of the pavement and adding curb/sidewalk/storm to the west side of the road.





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: September 15, 2020
Subject: Dean Evans Land Donation Resolution

As discussed at the last meeting, Dean Evans has proposed to donate a portion of the “Stone House” property to the Village roughly one acre. Due to Mr. Evans wanting to reconfigure the lots, we will need to have it surveyed and new legal descriptions prepared. There will be a one-time surveying cost of \$2,950.

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

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-36**

**A RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF
PROPERTY ON FOREST AVE. FROM THE EVANS FAMILY TRUST, LLC, AND
DECLARING AN EMERGENCY**

WHEREAS, the Evans Family Trust approached the Village of South Lebanon staff to donate property located at Forest Avenue South Lebanon, OH 45065, more particularly described in the attached Exhibit A ("Property"); and,

WHEREAS, a survey is required prior to donation to accurately describe the Property; and

WHEREAS, the Evans Family Trust desires to donate the Property at no cost to the Village; and

WHEREAS, approval of the donation requires Council approval.

WHEREAS, immediate action is required to expedite the surveying work and complete the donation this calendar year and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. Authorize the Solicitor to obtain a title examination for the Property. The acceptance of the Property shall be subject to the Solicitor's approval of the title examination.

Section 2. Authorize the Village staff to order a survey of the Property and surrounding properties owned by the Evans Family Trust.

Section 3. The acceptance of the Property shall be subject to the Evans Family Trust committing no waste on the Property, incurring no governmental or zoning violations, and paying all real estate taxes due on the Property.

Section 4. Subject to the conditions stated herein, Council hereby approves the acceptance of a deed from the Evans Family Trust for Property located at Forest Avenue, a copy of which is attached hereto as Exhibit B, incorporated herein by reference, or in a substantially similar form to Exhibit B.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 7. 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 September, 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: _____



Date: 9/15/2020

<p>Cadastral Lines</p> <ul style="list-style-type: none"> Corporate Line County Line Farm Lot Line Auditors Tract Line Civil Township Line Subdivision Unit Line Section Line Parcel Line ROW Unknown Width Line Road ROW School Line Hardware Subdivision Lot Line Township and Range Line Tract Line VMS Line Vacated Road Line <p>Line Type</p> <ul style="list-style-type: none"> Overpass Line 	<p>Exhibit A - Evans Land Donation - 2020</p> <p>The provider makes no warranty or representation with respect to its information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.</p>	<p>1 inch = 100 feet</p>
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