

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-44**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH SITEWORX, LLC RELATIVE TO
ADDITIONAL STREET LIGHTING ON TURTLECREEK ROAD, AND
DECLARING AN EMERGENCY**

WHEREAS, Siteworx, LLC has requested additional street lighting along Turtlecreek Road and has agreed to provide funding for the cost of the installation and material of an additional street light; and

WHEREAS, the operation and maintenance of the street lights in the Village right-of-way are the responsibility of the Village; and,

WHEREAS, Duke Energy Ohio Inc. has provided an agreement for the installation the requested additional street lighting; and,

WHEREAS, immediate action is required in order to not delay the installation of the necessary additional street lighting on Turtlecreek Road, 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 an agreement with Siteworx, LLC for the installation, operation and maintenance of additional street lighting along Turtlecreek Road in the Village of South Lebanon, as attached hereto.

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

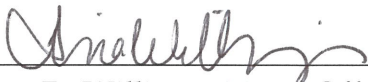
Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.


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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 16th day of September, 2021.

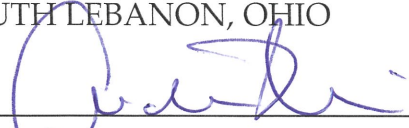
Attest: 
Petrina D. Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended: <u>9/16/2021</u> (if applicable)	Effective Date - <u>9/16/2021</u>
Vote - <u>6</u> Yeas <u> </u> Nays	
First Reading - / /2021	Effective Date - / /2021
Second Reading - / /2021	
Third Reading - / /2021	
Vote - <u> </u> Yeas <u> </u> Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 9/16/2021

AGREEMENT

This agreement is entered into by and between the Village of South Lebanon ("the Village") and Siteworx, LLC ("Siteworx"). The parties agree as follows:

1. Siteworx has requested installation of a new streetlight at the entrance to their facility at 3800 Turtlecreek Road. The Village has determined through communication with Duke Energy Ohio that the lump sum cost of equipment and installation for this streetlight will be \$1,100.84, with such equipment, installation, and services more specifically described in Exhibit A, attached hereto.

2. Siteworx shall pay \$1,100.84 to the Village, in certified funds, within 7 days of executing this agreement.

3. After receiving payment from Siteworx as described in paragraph 2 above, the Village shall take any and all action necessary to initiate installation of the streetlight and shall use the money paid by Siteworx for the lump sum cost associated with the equipment and installation of the streetlight.

4. Any additional costs required for the equipment and/or installation shall be the responsibility of Siteworx. Payment for additional costs shall be paid to the Village with fourteen (14) days of the request for funds by the Village.

5. As with other streetlights on public property in the Village of South Lebanon, the Village shall pay for electrical service associated with the streetlight.

6. This agreement contains the entire agreement between the parties and supersedes all prior written, oral, or other discussions and agreements between the parties.

7. This agreement may be modified only in a writing signed by both parties.

8. This agreement shall be governed by Ohio law.

9. The parties are entering into this agreement freely, voluntarily, and of their own free will, and after being given the opportunity to consult with legal counsel.

9/16/2021

Date

9/14/2021

Date



Village of South Lebanon

By: James D. Smith, Mayor



Siteworx, LLC

By: Matt Smith