

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-40**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AN AGREEMENT FOR WATERLINE IMPROVEMENTS
ON ZOAR ROAD WITH THE DREES COMPANY, AND DECLARING AN
EMERGENCY**

WHEREAS, per Resolutions No. 2021-10, the South Lebanon then-Village Council entered into an agreement with the Warren County Board of Commissioners to purchase water from the Warren County Water and Sewer Department to serve various areas with the City including areas along Zoar Road; and,

WHEREAS, the Drees Company has proposed and has been approved by the City Planning Commission, the Highmeadow subdivision, a 110-unit residential development along Zoar Road that is within the service area shown in the Agreement Warren County; and,

WHEREAS, the installation of a master water meter and additional water main are required to provide water to the Highmeadow development and future developments on Zoar Road, and,

WHEREAS, the Drees Company has agreed to install the master meter and extend the water main to the project in lieu of paying connection fees to the City public water system; and,

WHEREAS, immediate action is required to provide water to the Highmeadow development in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City 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 an Agreement relating to the Highmeadow Subdivision with the Drees Company, a copy of which is attached hereto.

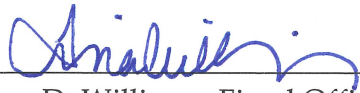
Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

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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 15th day of September, 2022.

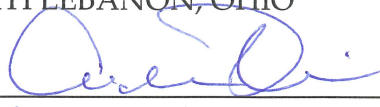
Attest: 
Petrina D. Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended: <u>9/15/2022</u> (if applicable)	Effective Date - <u>9/15/2022</u>
Vote - <u>6</u> Yeas ___ Nays	
First Reading - / /2022	Effective Date - / /2022
Second Reading - / /2022	
Third Reading - / /2022	
Vote - ___ Yeas ___ Nays	


Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 9/15/2022

CERTIFICATE OF POSTING

I, Tina Williams, CPA, Fiscal Officer of the City of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report, at five public places within the City as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of the City of South Lebanon, Ohio

9/19/22
Date 
Tina Williams, CPA
Fiscal Officer
City of South Lebanon, Ohio

AGREEMENT

This 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 City of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "City"), and The Drees Company, a Kentucky corporation whose mailing address is 211 Grandview Drive, Fort Mitchell, KY, 41017 (the "Developer"), is in accordance with the City's Ordinances and Resolutions, and pursuant to the Approved Construction Drawings (the "Plans") that are on file in the office of the Administrator for the completion of the public and other improvements associated with the waterline extension on Zoar Road (the "Project").

WITNESSETH:

WHEREAS, the Developer proposed to develop a 110-unit residential subdivision to be known as Highmeadow which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 17-36-200-035, 17-36-200-036, and 17-36-200-037, and,

WHEREAS, the City desires to install a connection to Warren County Water service on Zoar Road and to extend a City-owned public water main approximately 181 lineal feet from the connection point on Zoar Road to the entrance to the proposed Highmeadow development as per approved plans ("Project"); and,

WHEREAS, the City has contracted for the development of construction plans for the Project and has received a "Permit-to-Install" from the Ohio Environmental Protection Agency (OEPA) for the Project; and

WHEREAS, the Developer has expressed interest in constructing the project in lieu of paying connection fees to the City public water system; and,

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

NOW, THEREFORE IT IS AGREED:

1. The Developer, through a contractor approved by the City (the "Contractor"), agrees to provide all labor and material, with the exceptions listed in paragraph 2, necessary to construct the Project per the construction plans approved by OEPA

on February 11, 2022. This also includes all testing requirements per the plans and City construction specifications.

2. The City shall provide to the Contractor the master meter vault and all appurtenances shown on Exhibit "A".
3. Prior to commencing work on the Project, the Developer shall provide a copy of the Contractor's Certificate of Insurance naming the City of South Lebanon as an additional insured and a copy of the Contractor's valid certificate from the Ohio Bureau of Worker's Compensation.
4. The Developer or Contractor shall provide a performance surety in the amount of 100% of the estimated costs as provided in the attached Exhibit B. The form of said surety shall be approved by the City Solicitor. Upon completion and acceptance of the Project by the City, a one-year maintenance bond or surety equal to 10% of the final construction costs shall be provided to the City. In the event that Developer incurs additional costs, including but not limited to, survey fees and landscape repair, Developer shall provide written notification of the additional cost to construct the Project. Upon notice and acceptance of the additional cost by the City, this Agreement shall be amended to reflect same and the total amount of the project cost shall be credited by the City to the Developer as set forth in paragraph 6 below.
5. The City water connection fee of \$5,600/each, which were in effect at the time of the commencement of the City's approval of the Highmeadow development, shall be used in the calculation of tap-in credits as a result of this Agreement.
6. Upon the receipt of properly documented project costs at listed in Exhibit B, as may be amended, the City shall credit the Developer of the Highmeadow development for water sewer connections fees for the Highmeadow development.
7. Upon completion of the Project and all credit being applied to water connection fees per paragraph 6 above, all future tap-in fees shall be paid for by applicant at the time of issuance of building permit.
8. Completion Dates. All work associated with the installation of the waterline along Zoar Road shall be completed within ninety (90) days of the execution of this Agreement and the recording of the required easements, whichever is later. In the event that Developer does not adhere to the completion dates as set forth above, the City may complete the project and the credit given to the Developer for the

water connection fees shall be reduced by the amount expended by the City in order to complete the project.

9. Indemnification. The Developer agrees to indemnify and hold the City harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or any mechanic's liens that may be filed as a result of this Project. In the event of any mechanic's liens or other liens are filed as a result of this Project, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien.
10. Maintenance of Traffic. The Developer shall be responsible for the maintenance of traffic related to this Project. Any required traffic control plans shall be submitted to and approved by the City of South Lebanon.
11. Agreement Amendments. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties.
12. 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.
13. 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.
14. Controlling Law; Venue. This Agreement is to be governed by the laws of the State of Ohio. The venue for any disputes shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. 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.

16. 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.

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DEVELOPER:

IN EXECUTION WHEREOF, THE DREES COMPANY referred to as the Developer herein, has caused this Agreement to be executed by Jeff Hebler, whose title is Assistant Secretary/Cincinnati Land, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: Jeff Hebler

TITLE: Assistant Secretary/Cincinnati Land

DATE: 8/31/22

STATE OF Ky, COUNTY OF Kenton, ss.

BE IT REMEMBERED, that on the 31 day of August, 2022, 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 Jeff Hebler, whose title is Asst Sec, of Cincinnati Land, 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.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: 12/20/22

Linda Huber
Notary Public, ID NO. 613792
State at Large, Kentucky
My Commission Expires on Dec. 20, 2022

CITY:

IN EXECUTION WHEREOF, the Council of the City 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 2022- 40, dated 9/15/22.

SIGNATURE: James D. Smith

SIGNATURE: Tina Williams

NAME: James D. Smith

NAME: Tina Williams

TITLE: Mayor

TITLE: Fiscal Officer

DATE: 9/15/2022

DATE: 9/15/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 19th day of September, 2022, 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 James D. Smith, Mayor, and Tina Williams, Fiscal Officer, of the City 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 City Resolution authorizing them to so act.



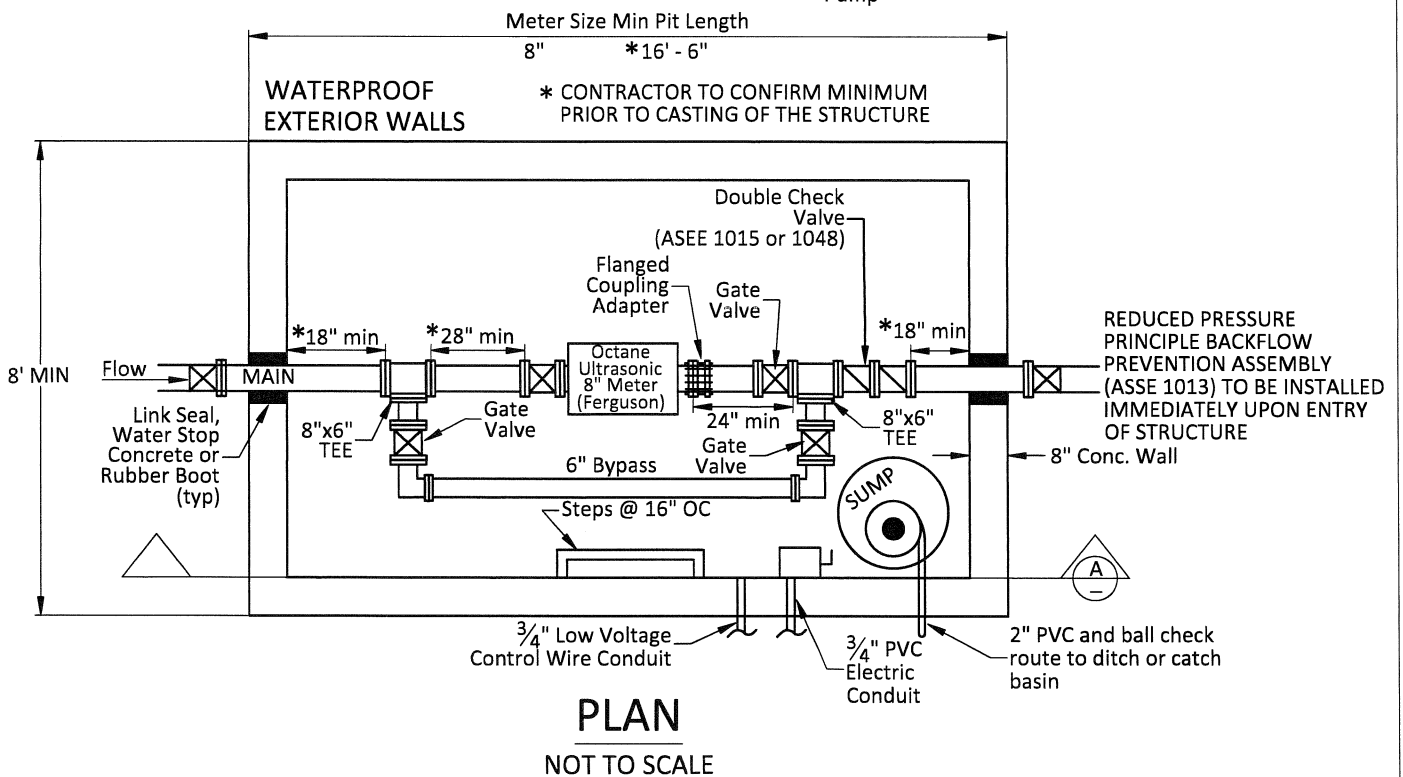
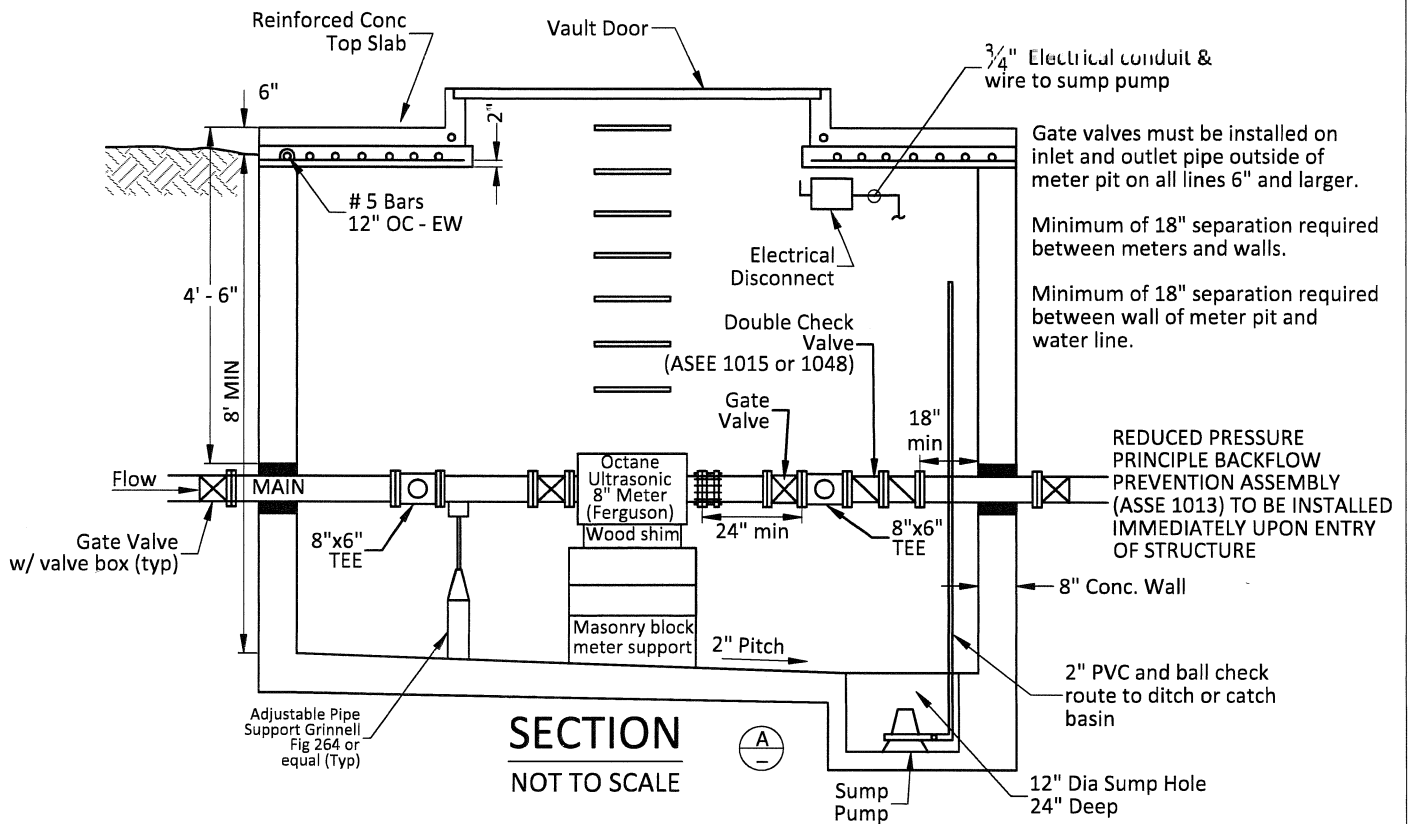
Amy Butler
Notary Public, State of Ohio
My Commission expires
July 18, 2026

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: 7-18-2026

APPROVED AS TO FORM:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]
City Solicitor



LARGE DOMESTIC WATER METER PIT



Exhibit "B"
 3800 Turtlecreek Road
 Lebanon, Ohio
 45036
 O: 513.229.0295
 F: 513.229.7396

To: Drees Homes	Contact: Matt Mains
Address: 211 Grandview Drive Ft. Mitchell, KY 41017	Phone: (859) 578-4200
Project Name: High Meadow Zoar Road Waterline	Bid Number: 2022.1963
Project Location: Zoar Road, South Lebanon, OH	Bid Date:

Item Description	Estimated Quantity	Unit
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Site Preparation

Clearing & Grubbing & Fence Removal	1.00	LS
Locate Existing Utilities	1.00	LS
Duke Pole Hold	1.00	LS
Maintenance Of Traffic - Waterline	1.00	LS
Traffic Control - Waterline	1.00	LS
Finish Grading And Seeding	889.00	SY
Total Price for above Site Preparation Items:		\$15,682.27

Waterline

Connect To Existing - Remove Temp Hydrant	1.00	EACH
8" Waterline (DIP CL-52)	181.00	LF
8" Valve & Box	3.00	EACH
Fire Hydrant Assembly	2.00	EACH
Set Large Domestic Meter Pit	1.00	EACH
Total Price for above Waterline Items:		\$54,873.49

Total Bid Price: \$70,555.76

Notes:

- Proposal based on plans from MSP and received by SiteWORX on 4.13.2022
- In any unforeseen conditions or objects are discovered during construction, it will be the owners responsibility to remove. (Ex. Tanks, wells, bury pits)
- All work to be complete on one mobilization
- All compaction testing or geotechnical engineering services to paid for by owner. Siteworx, LLC will coordinate geotechnical services contractor.
- All layout or services of a Civil Engineer or Professional Surveyor required by the execution of this contract to be paid for by owner
- All terms and conditions of this bid are an integral part of the contract. Any contract entered into between the parties must contain all terms and conditions of this proposal.
- Precast Meterpit and All Material inside of pit to be provided by Others (City of South Lebanon). Please note that upon SiteWORX review of the provided pit material quote, material being provided and pit detail shown on drawings do not match.
- Bid is based on standard labor rates. Previailing Wage (if applicable) is excluded
- Fence replacement and landscape restoration is excluded
- SiteWORX is not responsible for damage to any underground utilities not disclosed or located before construction.
- Inspection and permit fees are excluded.

Payment Terms:

This is a unit price proposal. Invoicing will be based on monthly units complete. Any amounts due after 30 days will be subject to maximum interest allowed by law

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

SiteWORX, LLC

Authorized Signature: _____

Estimator: Mark Brackman

513-444-6834 markb@swxohio.com