

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-28**

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT FOR WATERLINES IMPROVEMENTS ON MASON-MORROW-MILLGROVE ROAD WITH REDWOOD SOUTH LEBANON MASON-MORROW-MILLGROVE ROAD OH P1 LLC, AND DECLARING AN EMERGENCY

WHEREAS, on August 12, 2022, the record plat for the Redwood South Lebanon development consisting of 110 residential units was recorded in the Warren County Recorder's Office; and,

WHEREAS, per Resolution No. 2021-34, the South Lebanon City Council entered into a pre-annexation agreement with 1770 MMM, LLC relative to the annexation of the property known as 1770 Mason-Morrow-Millgrove Road which included the provision of water service to the property; and,

WHEREAS, per Resolution No. 2023-47, the South Lebanon City Council approved a Tax-Increment Financing (TIF) Development Agreement with River Creek Lofts, LLC, for financing and construction of public improvements related to the River Creek Lofts multi-family development which included provisions for public water services; and,

WHEREAS, per Resolution No. 2024-13, the City obtained a waterline easement from Oeder & Sons Garage, Inc. for the installation of a waterline along Mason-Morrow-Millgrove Road; and,

WHEREAS, Redwood has agreed to extend the water main along Mason-Morrow-Millgrove Road as shown in the approved plans in lieu of paying connections fees to the City public water and wastewater systems; and,

WHEREAS, immediate action is required to provide water to the River Creek Lofts development and HuDawn property 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, at least two-thirds of all members elected thereto concurring:

Section 1. Approve and authorized the Mayor and Director of Finance to execute an Agreement for waterline improvements on Mason-Morrow-Millgrove Road with Redwood South Lebanon Mason-Morrow-Millgrove Road OH P1 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.

Resolution No. 2024-28

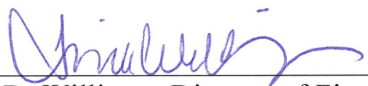
Page 2

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 2ND day of July, 2024.

Linda S. Burke
Linda S. Burke, Mayor

Attest: 
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	<u>7/2/24</u>	(if applicable)
First Reading:	<u>-</u>	
Second Reading:	<u>-</u>	
Vote:	<u>6</u> Yeas	
	<u> </u> Nays	
Effective Date:	<u>7/2/24</u>	

Prepared by and approved as to form:

 7/2/2024

Andrew P. Meier
Law Director
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 Redwood South Lebanon Mason Morrow Millgrove Road OH P1 LLC, an Ohio limited liability company whose mailing address is 7007 E. Pleasant Valley Road, Independence, OH 44131 (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 Mason-Morrow-Millgrove Road (the "Project").

WITNESSETH:

WHEREAS, the Developer proposed to develop a 110-unit residential subdivision (together with a leasing office) to be known as Redwood South Lebanon ("Developoment") which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel # 12-01-151-019, and,

WHEREAS, the City desires an extension of the waterline along Mason-Morrow-Millgrove Road consisting of approximately 2,900 lineal feet from the connection point at Sutton Drive west to the west property line of the City property at Parcel No. 12-07-100-028 as per approved plans ("Project"); and,

WHEREAS, the City contracted for the development the Plans 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 and sanitary systems; 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 Plans approved by OEPA on August 26,

2021 and attached hereto as Exhibit A. This also includes all testing requirements per the Plans and City construction specifications. City hereby approves of Digg-It as the Contractor.

2. Prior to commencing work on the Project, (i) 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, and (ii) the City shall obtain and assign to Developer and Contractor any necessary easements from third parties to allow Developer or the Contractor to perform the work contemplated by this Agreement.
3. 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 by Developer or Contractor. 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.
4. The City water connection fee of \$2,400 per tap and sanitary sewer connection fee of \$2,400 per tap, which were in effect at the time of the commencement of the City's approval of the Redwood South Lebanon development, shall be used in the calculation of tap-in credits as a result of this Agreement. The City acknowledges that Developer will require a total of 223 taps for its Development, consisting of 111 water taps, 111 sewer taps, and 1 irrigation tap, all of which will be calculated at \$2,400 per tap for purposes of calculating the tap-in credits. In the event the calculation of the tap-in credits is not sufficient for 223 taps, Developer shall pay for the remaining taps at the rate of \$2,400 each.
5. 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 Redwood South Lebanon development for water and sanitary sewer connections fees for the Redwood South Lebanon development. In the event the documented project costs exceed the total tap-in credits, the excess documented project costs shall be paid to Developer within thirty (30) days after completion an acceptance of the Project by City.

6. Upon completion of the Project and all credit being applied to water and sanitary sewer 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 at the rate set forth in Section 5 above
7. Completion Dates. Subject to force majeure, all work associated with the installation of the waterline along Mason-Morrow-Millgrove 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. As used herein, force majeure means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include, but are not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood, accident, war, riot, insurgence or any other similar event.
9. Mechanics Liens. In the event of any mechanic's liens or other liens are filed as a result of this Developer's construction of the 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. Any associated costs shall be included in the final calculation of Project costs.
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, REDWOOD SOUTH LEBANON MASON MOROW MILLGROVE ROAD OH P1 LLC referred to as the Developer herein, has caused this Agreement to be executed by Steve Kimmelman whose title is Authorized Manager on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: SK

NAME: Steve Kimmelman

TITLE: Authorized Manager

DATE: June 27, 2024

STATE OF Ohio, COUNTY OF Cuyahoga, ss.

BE IT REMEMBERED, that on the 27th day of June, 2024, 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 Steve Kimmelman, whose title is Auth. Manager of Redwood South Lebanon Mason Morow Millgrove Road OH P1 LLC 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 Redwood South Lebanon Mason Morow Millgrove Road OH P1 LLC in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: Lauren May
MY COMMISSION EXPIRES: N/A

[seal]



LAUREN MAY
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

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 Director of Finance, on the date stated below, pursuant to Resolution Number 2024- 28, dated 7/2/24.

SIGNATURE: Linda S. Burke

NAME: Linda S. Burke

TITLE: Mayor

DATE: 7/2/24

SIGNATURE: Petrina D. Williams

NAME: Petrina D. Williams

TITLE: Director of Finance

DATE: 7/2/24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 2nd day of July, 2024, 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 Linda S. Burke, Mayor, and Petrina D. Williams, Director of Finance, 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: 07-18-2026

APPROVED AS TO FORM:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: [Signature]
Andrew P. Meier, Law Director

Date: 7/2/2024

Exhibit A

Approved Construction Plans

RECEIVED
August 25, 2021
OHIO EPA - DDASM
WATER SUPPLY
APPROVED
FOR CONSTRUCTION OF A
PUBLIC WATER MAIN
EXTENSION

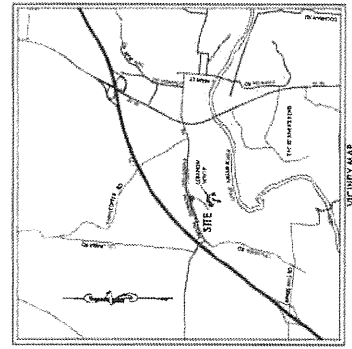
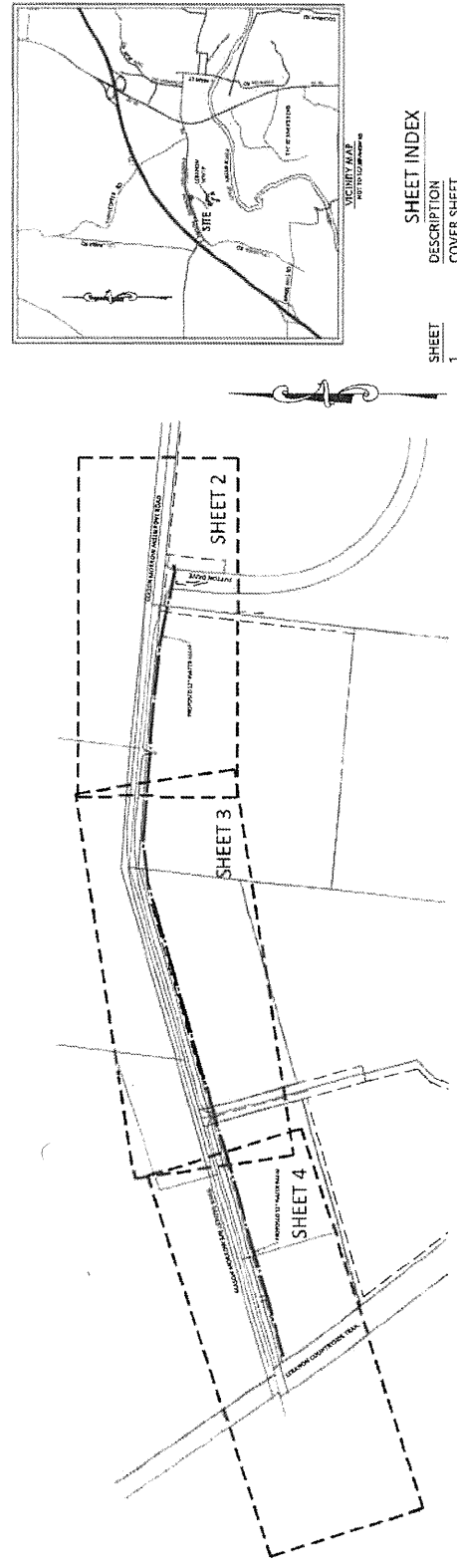
THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



MASON-MORROW-MILLGROVE ROAD PUBLIC WATERMAIN EXTENSION

MSP
DESIGN
McGill Smith Punston
1100 Rockledge
Cincinnati, OH 45219
Phone: 513.733.8100
www.mspinc.com

Project Manager: []
City: []
Date: []
Scale: []
Sheet Number: [] of []



SHEET INDEX

DESCRIPTION	SHEET
COVER SHEET	1
WATER MAIN PLAN & PROFILE	2-4
NOTES	5
WATER SYSTEM NOTES & DETAILS	6

NOTES:

- REFER TO WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER AND SEWER STANDARD NUMBERS WG-1A AND WG-1B FOR THE WATER NOTES.
- ALL WATER MAINS SHALL BE CONSTRUCTED UNDER THE INSPECTION OF THE VILLAGE OF SOUTH LEBANON.
- ALL TRENCHES UNDER THE PAVEMENT, CURB AND GUTTERS SHALL BE BACKFILLED WITH EITHER COMPACTED NATIVE MATERIAL, COMPACTED GRANULAR MATERIAL, OR CONTROLLED DENSITY FILL. IF SETTLEMENT OCCURS, THE TRENCH SHALL BE EXCAVATED BACK TO THE CONDUIT'S BEDDING AND CONTROLLED DENSITY FILL USED TO BACKFILL THE TRENCH, AND CONTROLLED DENSITY FILL SHALL BE APPLIED FROM BACK OF CURB TO BACK OF CURB.
- LOCATION OF UTILITY SERVICES ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF HIS OPERATIONS. SIFT FROM CONSTRUCTION OPERATIONS SHALL NOT BE PERMITTED TO ENTER STORM SEWER SYSTEMS WHEN CONSTRUCTION OCCURS NEAR STORM SEWER SYSTEMS. SIFT SHALL BE REMOVED FROM THE SITE. SIFT SHALL BE USED TO PREVENT SIFT FROM ENTERING THE STORM SERVICES.

PROJECT DESCRIPTION:
THIS PROJECT INCLUDES THE DESIGN OF A PUBLIC WATER MAINS LOCATED PARALLEL TO AND ON ANDREW MILLGROVE ROAD. THE DESIGN INCLUDES APPROXIMATELY 3,000 LINEAR FEET OF PUBLIC WATER MAIN.

2013 SPECIFICATIONS:
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS PROJECT.

NOTE:
UNDERGROUND UTILITIES ARE PLOTTED FROM A COMBINATION OF RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES. ALL UTILITIES MAY NOT BE SHOWN. EXACT LOCATIONS CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY PROTECTION SERVICE AT 1-800-382-2764 BEFORE ANY EXCAVATION OR CONSTRUCTION ACTIVITY.

**MASON-MORROW-MILLGROVE ROAD
PUBLIC WATER MAIN EXTENSION**
THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

Sheet Title: _____
Sheet Number: _____
Project Number: 09048-19
Drawing Scale: AS NOTED
Sheet Number: 1/6
File Number: 06108



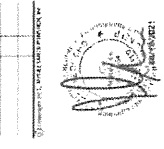


McGill Smith Punshon
 DESIGN
 11000 W. 12th Ave.
 Suite 1000
 Golden, CO 80401
 Phone: 303.440.8000
 Fax: 303.440.8001
 www.mspdesign.com

Project: Mason-Morrow Millgrove Road
 Design By: EA
 Drawn By: EA
 Date: 08/18/2019
 DWS: (S) 12/18/2019
 P: (S) 12/18/2019

REVISION	NO.	DATE	BY

PROJECT NO. 19-0001
 SHEET NO. 2/6



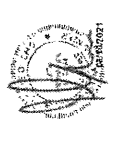
MASON-MORROW-MILLGROVE ROAD PUBLIC WATER MAIN EXTENSION THE VILLAGE OF SOUTH LEBANON WARREN COUNTY, OHIO

Sheet Title
 WATER MAIN
 PLAN & PROFILE
 Project Number: 08/2019
 Drawing Scale: AS NOTED
 Sheet Number: 2/6
 File Number: 66308



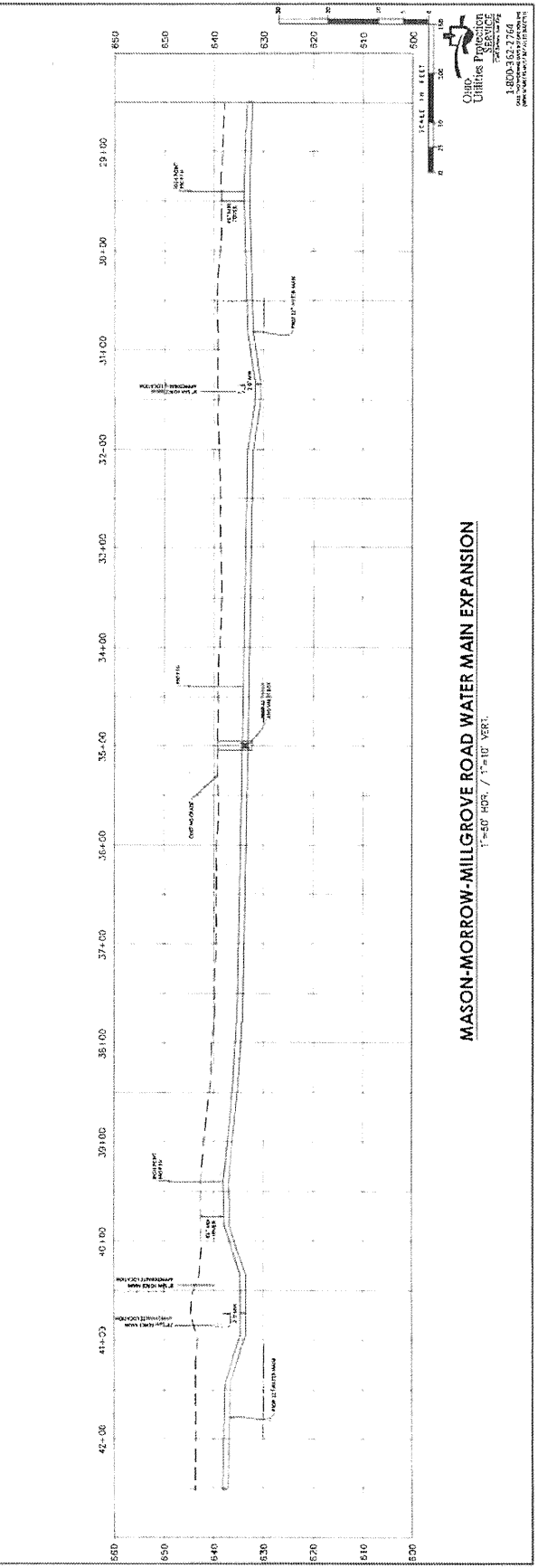
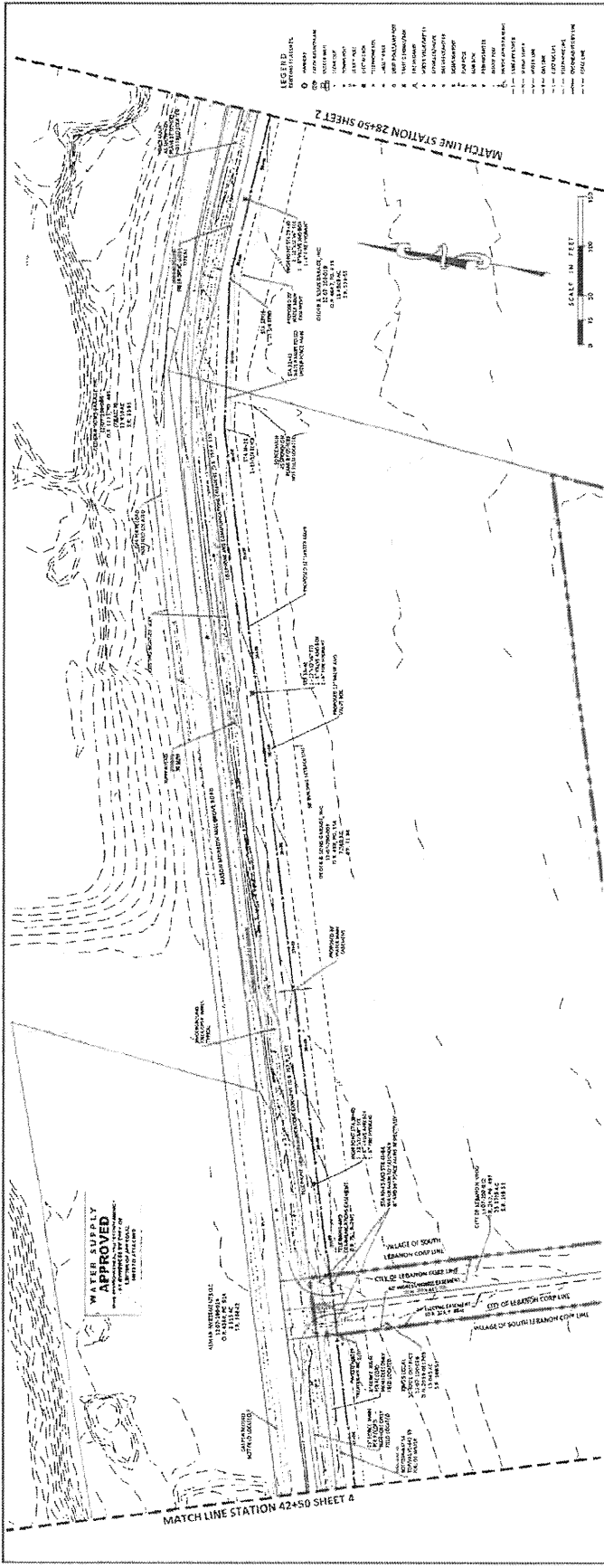
City of South Lebanon
 Utilities Department
 225 Broadview
 Lebanon, OH 45031
 513.333.7755
 www.southlebanon.com

PROJECT NUMBER	DATE
05304.19	08/12/12



**MASON-MORROW-MILLGROVE ROAD
 PUBLIC WATER MAIN EXTENSION
 THE VILLAGE OF SOUTH LEBANON
 WARREN COUNTY, OHIO**

DATE PLOTTED: 08/12/12
 DRAWN BY: JAS/NOTED
 SHEET NUMBER: 3/6
 JOB NUMBER: 05304.19



MASON-MORROW-MILLGROVE ROAD WATER MAIN EXPANSION
 1"=40' HOR. / 1"=10' VERT.

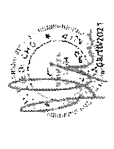
Ohio Utilities Protection Service
 1-800-332-7664
 www.ohioutilities.com

THIS DRAWING IS THE PROPERTY OF MSP DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON.



McGill Smith Punshon
 4200 W. 12th Street, Suite 100
 Lincoln, Nebraska 68502
 Phone: 402.476.1000
 Fax: 402.476.1001
 www.mspdesign.com

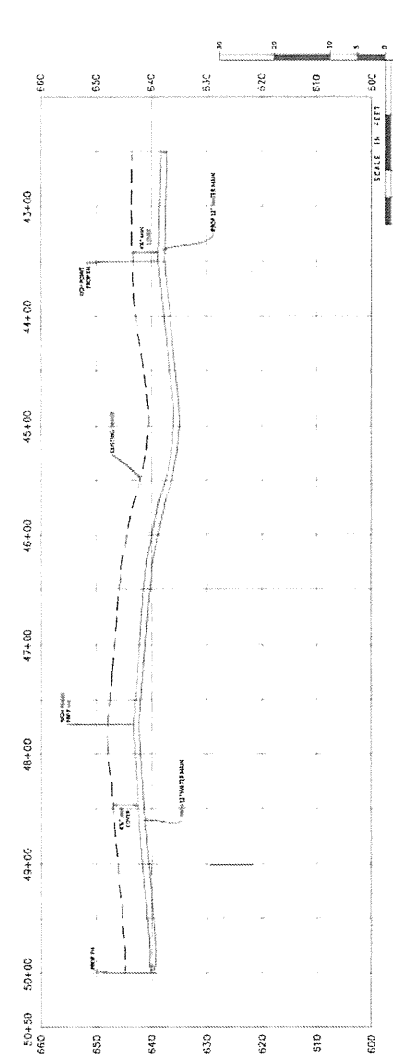
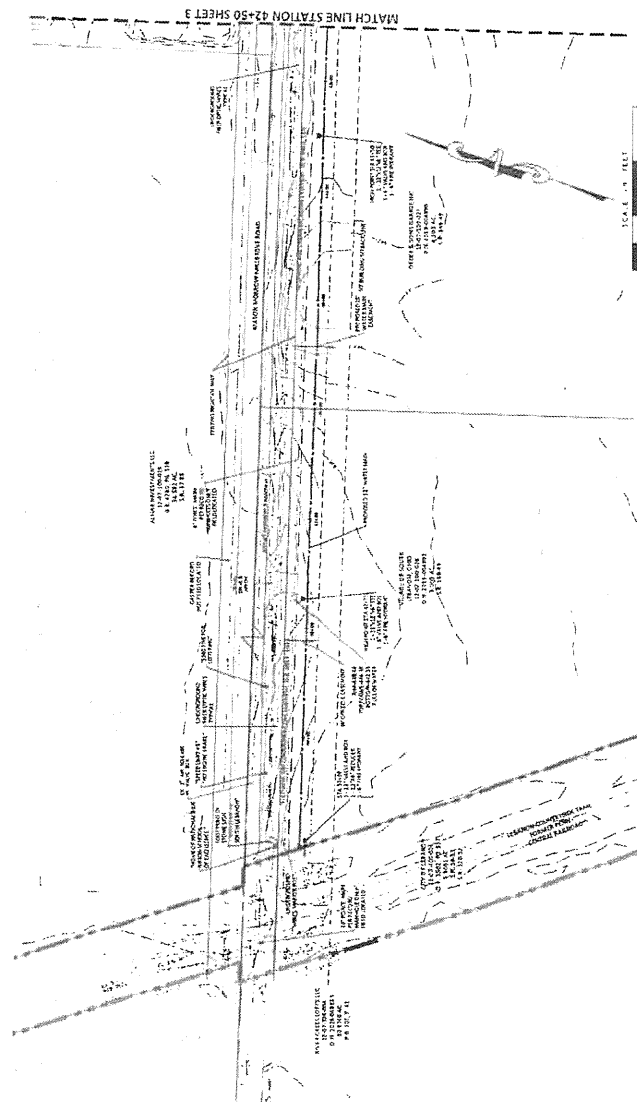
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CHECKER	DR. JAMES B. PUNSHON
DATE CHECKED	08/20/19
REVISIONS	NO. DATE
1. 08/20/19	
2. 08/20/19	
3. 08/20/19	
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29. 08/20/19	
30. 08/20/19	



WARREN COUNTY, OHIO
 THE VILLAGE OF SOUTH LEBANON
**MASON-MORROW-MILLGROVE ROAD
 PUBLIC WATER MAIN EXTENSION**

WATER MAIN
 PLAN & PROFILE
 Project Number: 03308.19
 Drawing Scale: AS NOTED
 Sheet Number: 4/6
 File Number: 06373

- LEGEND
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 - 2. 1" = 10' VERT. SCALE
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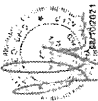


MASON-MORROW-MILLGROVE ROAD WATER MAIN EXPANSION
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Ohio Utility Protection
 SERVICE
 1-800-360-7764
 www.ohioutilityprotection.com

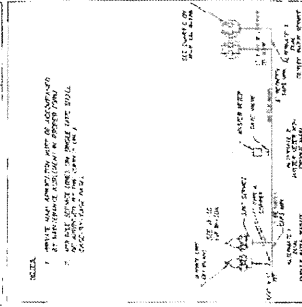
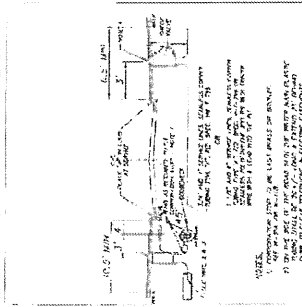
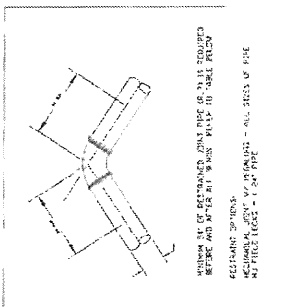
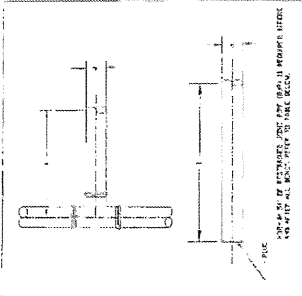
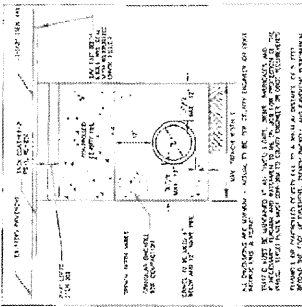
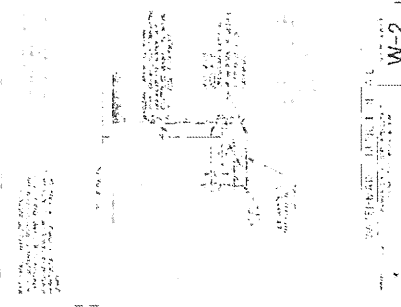
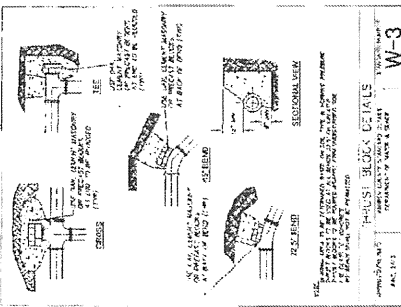
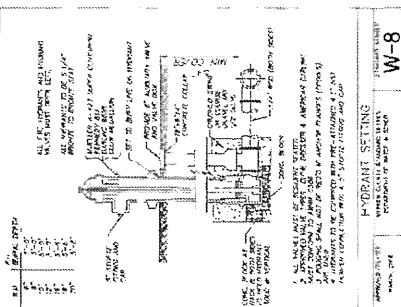
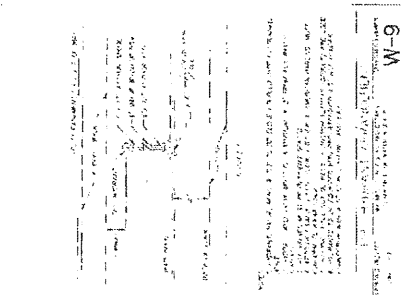
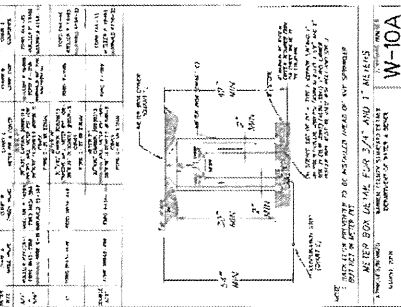
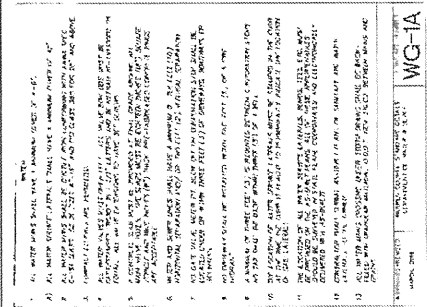
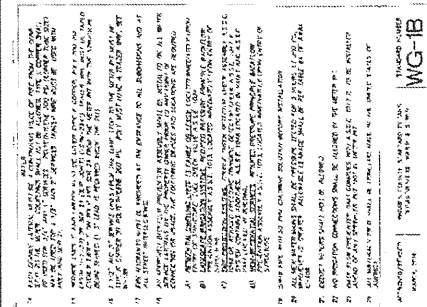
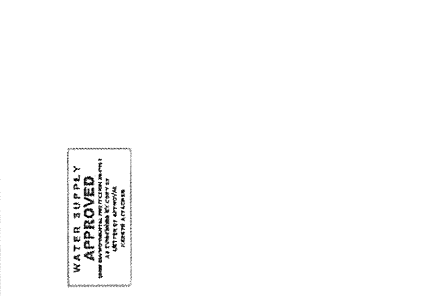
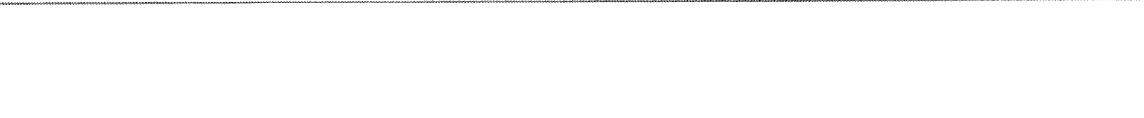
WATER SUPPLY
APPROVED
 BY THE BOARD OF HEALTH
 OF THE VILLAGE OF SOUTH LEBANON
 DATE: 08/20/19

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/28/15
2	FOR CONSTRUCTION	08/28/15



MASON-MORROW-MILGROVE ROAD
PUBLIC WATER MAIN EXTENSION
THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

WATER SYSTEM
 NOTES & DETAILS
 Project Number: 15-001
 Drawing Scale: AS NOTED
 Sheet Number: 6/15
 File Number: 08168



WATER SUPPLY APPROVED
 FOR CONSTRUCTION OF
 WATER MAINS AND
 VALVES

WATER SUPPLY APPROVED
 FOR CONSTRUCTION OF
 WATER MAINS AND
 VALVES

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W-10A
 WATER MAIN VALVE ASSEMBLY
 (SEE NOTE 1)

W-9
 HYDRANT SETTING
 (SEE NOTE 2)

W-8
 HYDRANT SETTING
 (SEE NOTE 2)

W-3
 TYPICAL BLOCK DETAILS
 (SEE NOTE 3)

W-2
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-10A
 WATER MAIN VALVE ASSEMBLY
 (SEE NOTE 1)

W-9
 HYDRANT SETTING
 (SEE NOTE 2)

W-8
 HYDRANT SETTING
 (SEE NOTE 2)

W-3
 TYPICAL BLOCK DETAILS
 (SEE NOTE 3)

W-2
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-20
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-19
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-18
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-12
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

W-11
 TYPICAL WATER SERVICE CONNECTIONS
 (SEE NOTE 4)

Exhibit B

Project Costs

Upsize waterline across frontage (LF)	\$	35.00	695	\$	24,325.00
Matrix 5 Materials Cost:				\$	188,808.00
Site Worx Material Relocation:				\$	5,208.00
Digg-It Installation Cost:				\$	206,708.29
Survey Staking & As-Builts				\$	15,000.00
		Interest Rate		Months	
Materials Interest Carry Cost:		7.8132%	24	\$	29,503.78
Total				\$	469,553.07
Project Management Fee:		7.5%		\$	35,216.48
TOTAL				\$	504,769.55