

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-05

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH STONELAKE AT RIVERS BEND HOMEOWNERS ASSOCIATION, INC. FOR SNOW REMOVAL SERVICES AND DECLARING AN EMERGENCY

WHEREAS, due to causing a financial hardship on the Homeowners Association, the officers of the Stonelake at Rivers Bend Homeowners Association ("Association") have made a request to the Village to provide snow removal services for the Association; and

WHEREAS, the Village has the capacity to provide said services; and

WHEREAS, immediate action is required to approve said agreement to provide snow removal service for the remainder of the current winter season , 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 an Agreement with Stonelake of Rivers Bend Homeowners Association to provide snow removal services, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 4. 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.

**AGREEMENT
FOR SNOW REMOVAL SERVICES**

This AGREEMENT FOR SNOW REMOVAL SERVICES (the "Agreement") made as of the date stated below, between the Village of South Lebanon, Ohio, 99 S. High Street, South Lebanon, OH 45065 (the "Village") and the Stonelake of Rivers Bend Homeowners Association Inc., an Ohio Corporation ("Stonelake"), whose address is 9916 Windisch Road West Chester, OH 45069;

Stonelake desires to engage Village to assist in snow removal services for the subdivision located in South Lebanon, Ohio, and further described in Plat Book 78, Pages 38 and 39, Warren County, Ohio Recorder's Office (the "Subdivision");

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

SECTION 1 - BASIC SERVICES OF THE VILLAGE

a) The Village shall perform snow removal services for Parkside Drive, Stone Ridge Boulevard, and Lakeview Court contained within the Subdivision. Stonelake acknowledges that the Village first performs snow removal services on Village roadways with heavier traffic and that the streets mentioned herein are not of this nature. Stonelake acknowledges and agrees that the streets mentioned herein shall be treated in the same priority as other streets in similar surrounding subdivisions located in the Village.

SECTION 2 – STONELAKE'S RESPONSIBILITIES

Stonelake shall:

- a) Pay to the Village the sum of \$150.00 per visit for the services provided herein. Stonelake shall make prompt payments in response to the Village's itemized statements by mailing via ordinary U.S. mail such payment no later than ten (10) days from the date of invoice
- b) If Stonelake fails to make any payment due the Village for services and expenses within thirty (30) days after receipt of the Village's itemized statement therefore, the amounts due the Village shall include a charge at the rate of 1% per month from said 30th day, and in addition, the Village may, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses

SECTION 3 - PERIOD OF SERVICE

- a) The village agrees to provide the services stated herein to Stonelake for ninety (90) days after execution of this Agreement. Upon the expiration of this Agreement, this Agreement shall terminate and the Village shall not be bound to provide any services as mentioned herein.

SECTION 4 – GENERAL TERMS

a) Modification or Amendment

- i. 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.

b) Construction

- i. 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.

c) Waiver

- i. 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.

d) Relationship of Parties

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

e) Parties

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

f) Headings

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

g) Notices

- i. All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:
- ii. TO: The Village of South Lebanon, Ohio
Attn. Village Administrator
99 S. High Street
South Lebanon, OH 45065

Stonelake:
Attn.:

h) Liability

- i. The Village and Stonelake agree that the Village shall not be held liable for any damage incurred to Stonelake's property during the performance of the services provided herein. Property shall include, but is not limited to, streets contained in the Subdivision, and any personal property of residents in the Subdivision, including but not limited to vehicles, mailboxes, landscaping or yards, or other personal property.
- ii. Stonelake shall indemnify and hold harmless the Village, and its employees, officers, members of council, agents, successors, assigns, and/or authorized representatives from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any services performed by the Village during the Term occasioned in any way as a result of the negligence by the Village or its or Lessee's employees, officers, members of council, agents, successors, assigns, and/or authorized representatives; including all legal costs and charges, including attorneys' fees, incurred in connection with any such matter and the defense of any action arising out of the same.

SECTION 5 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the Village and Stonelake, 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 6 – EXECUTION

STONELAKE :

IN EXECUTION WHEREOF, the Stonelake of Rivers Bend Homeowners Association Inc., , 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. 2016 - 16.

SIGNATURE: James D. Smith

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: 2-9-16

SIGNATURE: Sharon Louallen

PRINTED NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: 2-9-16

APPROVED AS TO FORM:

PAUL R. REVELSON
VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON, OHIO

By: [Signature]

Date: 2/9/16