

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2017-6**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND  
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH  
WARREN COUNTY SHERIFF AND WARREN COUNTY COMMISSIONERS FOR  
POLICE PROTECTION IN THE VILLAGE OF SOUTH LEBANON FOR THE  
CALENDAR YEAR 2017, AND DECLARING AN EMERGENCY**

**WHEREAS**, providing public safety is one the most critical functions of local municipal government; and,

**WHEREAS**, the Village, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, and most recently a three (3) year term to include 2015, 2016, and 2017, and,

**WHEREAS**, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the Village for the calendar years 2017, thereby amending the Agreement for Police Protection with the only modifications being a three-year term and an increase in the cost for the 2017 services, all other terms and conditions shall remain the same.

**WHEREAS**, immediate action is needed for the purpose of the Village for the safety of its citizens, and such action necessary in order to preserve the public peace, health, or safety 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 the Addendum to the Police Protection Agreement for police protection in the Village of South Lebanon for the calendar year 2017, a copy of which is attached hereto.

**Section 2.** Authorizing the Fiscal Officer to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2017.

**Section 3.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 5.** 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.

**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.

Adopted this 5th day of January, 2017.

Attest: Sharon Louallen James D. Smith  
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor


Rules Suspended: <u>1/5/17</u> (if applicable)	Effective Date –
Vote - <u>6</u> Yeas ___ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading – / /2017	
Vote - ___ Yeas ___ Nays	

**CERTIFIED COPY**  
I, Nicole Armstrong, Fiscal Officer, of the Village of South Lebanon, Ohio do hereby certify this to be the true and accurate copy of a document on file with my office.

1/20/17 Nicole Armstrong  
Date Nicole Armstrong  
Fiscal Officer  
Village of South Lebanon, Ohio

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By:  \_\_\_\_\_  
Date: 7/19/17

**Addendum to Agreement  
For Police Protection**

**WHEREAS**, the parties entered into an agreement for Police Protection (the Agreement) on August 24, 1998; and

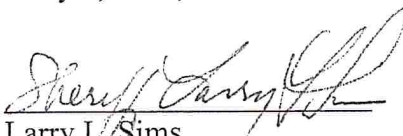
**WHEREAS**, the parties have extended the terms of the Agreement by mutual consent, pursuant to the terms of the Contract; and

**WHEREAS**, the parties recognize that the police protection needs of the Village of South Lebanon have changed since the original draft of this agreement;

**NOW, THEREFORE**, the parties agree to amend the agreement for police protection as follows:

1. The Sheriff will provide five (5) full-time Sheriff's Deputies to provide police protection within the Village and
2. The Warren County Commissioners have agreed to pay for one deputy assigned to the Village of South Lebanon Sheriff's Office Post. The Sheriff's Office personnel assigned to the South Lebanon Post will also Patrol the unincorporated Union Township area. Payment for a Deputy in subsequent years of this Agreement shall be negotiated on a year by basis; however in the event that the Warren County Commissioners discontinue paying for one (1) Deputy assigned to the South Lebanon Post, the South Lebanon Post personnel will no longer patrol the unincorporated Union Township area on behalf of Warren County.
3. The Village, in consideration of the provisions of police protection, shall pay the Sheriff, through the Warren County Auditor, for four (4) of the aforementioned five (5) Deputies.
4. The Village of South Lebanon shall pay for all vehicles, equipment, fuel and the maintenance of the South Lebanon Post facility.

All remaining items of the Agreement for Police Protection will remain in full force and effect until January 1, 2018, unless amended by written agreement of the parties.

By   
Larry L. Sims  
Warren County Sheriff

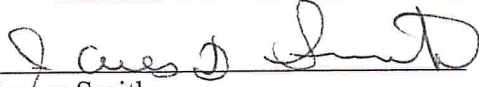
12-9-16  
Date

Page 2

South Lebanon Agreement


By Ordinance Number 2017-6 of the Village of South Lebanon, Ohio

Date 1-5-17



James Smith  
Mayor

Date 1-5-17



Sharon Louallen, Fiscal Officer

Date 1-5-17

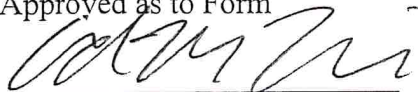
Warren County Commissioners:

\_\_\_\_\_  
Dave Young, President

\_\_\_\_\_  
Tom Grossman, Vice President

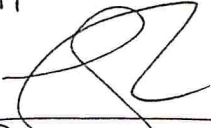
\_\_\_\_\_  
Pat South, Member

Approved as to Form



Adam M. Nice  
A.P.A. #0082728

Appended to Form



Paul R. Renschler  
Village Solicitor

ATTACHMENT A

2017 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Village of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2017 and continuing through 12:00 midnight on December 31, 2017.

**2017 South Lebanon Enforcement Budget**

1	Sergeant Boylan	Sergeant	1/20/1998	F	\$76,846.00
2	Deputy Pangallo	Deputy	1/9/2007	F	\$66,905.92
3	Deputy Ritchie	Deputy	9/29/2003	F	\$66,905.92
4	Deputy Stavermann	Deputy	3/10/1997	F	\$67,903.92
	Comp Time Payout				\$1,000.00
					\$279,561.76

630-2258

Updated: 5/19/2016

Total Payroll (102)				\$279,561.74
Overtime (114)				\$70,000.00
Holiday (115)				\$29,307.60
PERS (811)	18.10%	\$378,869.34		\$68,575.35
Benefits (820)				\$59,067.84
<i>Single / Base</i>	0	\$465.89	\$0.00	
<i>Family / Base</i>	4	\$1,230.58	\$59,067.84	
<i>Couple / Base</i>	0	\$615.29	\$0.00	
<i>Waive</i>	0	\$0.00	\$0.00	
Worker's Comp (830)	2%	\$378,869.34		\$7,577.39
Life Insurance (860)	4	\$10.00		\$480.00
Medicare (871)	1.45%	\$378,869.34		\$5,493.61
Total (South Lebanon Enforcement)				\$520,063.52

PAGE 2

2017 ADDENDUM FOR PAYROLL

EXPENSES:

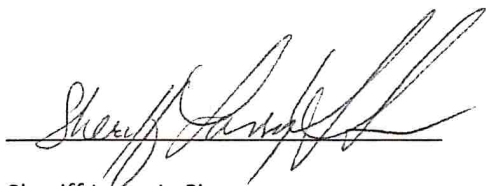
12/07/2016

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

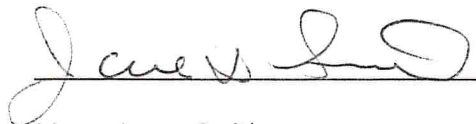
<b>COST GRAND TOTAL</b>	<b>\$</b>	<b>520,063.52</b>
<b>FIRST QUARTER INVOICE</b>	<b>\$</b>	<b>130,015.88</b>
<b>SECOND QUARTER INVOICE</b>	<b>\$</b>	<b>130,015.88</b>
<b>THIRD QUARTER INVOICE</b>	<b>\$</b>	<b>130,015.88</b>
<b>FORTH QUARTER INVOICE</b>	<b>\$</b>	<b>130,015.88</b>

All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this 5<sup>th</sup> day of January, 2017 at South Lebanon, Ohio.



Sheriff Larry L. Sims



Mayor James Smith