

COUNCIL AGENDA



Village Council Meeting
6:30 P.M. Thursday, July 16, 2015
Village Administration Building
99 High Street
South Lebanon, Ohio 45065

	Agenda Items
1.	Call to Order
2.	Roll Call
3.	Pledge of Allegiance
4.	Guest Speakers A. None
5.	Open Forum
6.	Approval of Meeting Minutes A. June 4, 2015 – Regular Meeting B. June 4, 2015 – Workshop C. June 18, 2015 – Regular Meeting
7.	Emergency Resolutions/Ordinances and Third Reading of Resolutions/Ordinances A. Emergency Resolution- Approving and Authorizing Execution of Loan Agreement and Promissory Note with the Ohio Public Works Commission B. Third Reading-Ordinance Setting the Compensation of Two (2) Council Members and the Mayor for the Four (4) Year Term beginning January 1, 2016 C. Third Reading – Resolution Approving a Wholesale Water Agreement and Sanitary Sewer Service Agreement with Warren County relative to the Cedars Of River’s Bend Apartment Complex and Highland Park Subdivision
8.	Village Administrator Reports (non-legislative) Memo – Projects Update Memo – Engineering Appropriation Adjustment
9.	New Business A. Second Reading – Resolution Authorizing Sale of Village Property on Govdeals items B. Second Reading – Resolution Approving a Maintenance Agreement with Buckeye Power Sales, Inc. for Servicing the Village’s Lift Stations C. Motion to approve invoices to be paid

10.	Old Business A. None
11.	Committee Reports and Communications A. None
12.	Council Member Comments
13.	Village Administrator Comments
14.	Village Solicitor Comments
15.	Warren County Sheriff – Sergeant Boylan’ s Comments
16.	Mayor’s Comments
17.	Executive Session A. None
18.	Adjournment

Members of the public may address Council during the Open Forum segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks Council may comment or ask questions at that time. The Mayor may at his or her discretion restrict duplicate testimony on a particular subject.

The next regular Village Council Meeting will be on Thursday, July16, 2015 at 6:30 PM.

**VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2015-_____**

**AN ORDINANCE SETTING THE COMPENSATION OF ELECTIVE
OFFICE FOR TWO (2) MEMBERS OF COUNCIL AND THE
ELECTIVE OFFICE OF MAYOR OF THE VILLAGE OF SOUTH
LEBANON FOR EACH FOUR (4) YEAR TERM BEGINNING
JANUARY 1, 2016; AND FURTHER MODIFYING THE
DEDUCTION IN COMPENSATION FOR ABSENCES FROM
COUNCIL MEETINGS FOR THE ELECTIVE OFFICE FOR THE
TWO (2) MEMBERS OF COUNCIL
AND THE ELECTIVE OFFICE OF MAYOR**

WHEREAS, in accordance with Ohio Rev. Code § 735.13, the legislative authority of a village shall fix the compensation and bonds of all officers, clerks, and employees of the village except as otherwise provided by law, and in the case of elective officers, fix their compensation for the ensuing term of office at a meeting held not later than five (5) days prior to the last day fixed by law for filing as a candidate for such office; and,

WHEREAS, the current four (4) year term of two (2) members of the elective office of Council and the four (4) year term of the elective office of Mayor of the Village of South Lebanon shall expire at 11:59:59 P.M. on December 31, 2015, accordingly, the elective office for two (2) Council members and Mayor shall be up for election at the November 3, 2015 General Election, for a four (4) year term beginning on January 1, 2016; and,

WHEREAS, pursuant to Ohio Rev. Code § 3513.263, nominating petitions of candidates in nonpartisan races must be filed by 4:00 P.M. (being ninety (90) days before the next General Election), thereby making August 5, 2015, the last day fixed by law for filing [nominating petitions] as a candidate for the two (2) elective offices of Council and the elective office of Mayor in the Village of South Lebanon; and,

WHEREAS, in accordance with the foregoing, the last day fixed by law for this Council to set the compensation for the said two (2) elective offices of Council and the elective office of Mayor, is Friday, July 31, 2015; and,

WHEREAS, the Village Council desires to timely set compensation for the said two (2) elective offices of Council and the elective office of Mayor for the four (4) year term beginning on January 1, 2015; and,

WHEREAS, the Village Council further desires to modify the reduction in pay for the two (2) elective offices of Council and the elective office of Mayor for the term beginning January 1, 2016, as set forth in Ohio Rev. Code § 705.13, by modifying the deduction in compensation to apply only after three (3) absences in a calendar year.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. The compensation of the two (2) elective office of Council and the elective office of Mayor, whose respective term begins on January 1, 2016, shall be determined as follows:

<i>Council Member</i>	
Regular Council Meetings & Workshop Meetings	\$375 per month - Prior service credit shall not be a factor for calculating the said amount of compensation.
Special Meetings & Emergency Meetings	\$25 per meeting - Prior service credit shall not be a factor for calculating the said amount of compensation.
All other boards, commissions and committees, & all other duties of the elective office of Council	No additional compensation

<i>Mayor</i>	
Regular Council Meetings & Workshop Meetings, Special Meetings & Emergency Meetings, & all other boards, commissions and committees, & all other duties of the elective office of Mayor	\$500 per month –No additional compensation. Prior service credit shall not be a factor for calculating the said amount of compensation.

Section 2. The compensation for the two (2) elective office of Council and

the elective office of Mayor of the Village of South Lebanon so fixed hereby shall not be increased or diminished during the term for which each of the two (2) elective office of Council and the elective office of Mayor are elected, or appointed.

Section 3. That all prior Ordinances Setting Compensation of the two (2) elective office of Council and the elective office of Mayor of the Village of South Lebanon shall have no application to their respective term beginning on January 1, 2016, or to any person appointed to fill a vacancy for one of the two (2) elective office of Council and the elective office of Mayor for the term beginning on January 1, 2016.

BE IT FURTHER ORDAINED, by the Council of the Village of South Lebanon, Ohio, at least a two-thirds of all members elected thereto concurring. as to Section 4:

Section 4. That the deduction of compensation of the two (2) elective offices of Council and the elective office of Mayor of the Village of South Lebanon as required in Ohio Rev. Code § 705.13 for each absence from regular meetings of Council, is hereby modified by a two-thirds vote, and the Fiscal Officer shall make such deduction as follows:

After three (3) absences in a calendar year by the two (2) elective offices of Council and the elective office of Mayor of the Village of South Lebanon, there shall be deducted a sum equal to two (2) percent of such annual salary for each absence thereafter from a Council Meeting.

Section 5. That the Council is acting in its legislative capacity in approving this Ordinance.

Section 6. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were conducted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Approved this ____ day of July, 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: n/a (if applicable)	Effective Date – ___/___/2015
Vote - ___ Yeas ___ Nays	
First Reading – ___/___/2015	Effective Date – ___/___/2015
Second Reading – ___/___/2015	
Third Reading – ___/___/2015	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

BRUCE A. McGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE
MAYOR AND FISCAL OFFICER TO EXECUTE A WHOLESALE WATER
AND SANITARY SEWER SERVICE AGREEMENT WITH WARREN
COUNTY RELATING TO THE CEDARS OF RIVER'S BEND APARTMENT
COMPLEX AND HIGHLAND PARK SUBDIVISION**

WHEREAS, the Village of South Lebanon designed and constructed a water booster pump station near the intersection of Lebanon and Zoar Roads to serve the Cedars at River's Bend Apartment Complex, and upon its start-up in 2005 discovered that the water distribution system lacked sufficient capacity to allow successful operation of the station; and

WHEREAS, at the request of the Village, the Warren County Commissioners agreed to provide wholesale water service to the Village for the Cedar's at River's Bend Apartment Complex at the same rate charged other Warren County customers, subject to the wholesale water service being on a permanent basis, and the Village providing public sanitary sewer service to Highland Park Subdivision in Union Township without annexation, and at the same rate as other Village customers, should Highland Park be improved with public sanitary sewers in the future; and,

WHEREAS, Warren County began providing wholesale water service to the Village for the Cedar's at River's Bend Apartment Complex in 2005, and such service continues to date; and

WHEREAS, no public sanitary sewers have been constructed in the Highland Park Subdivision to date; and

WHEREAS, recently Warren County reaffirmed its commitment to provide permanent wholesale water service to the Village for the Cedars at River's Bend Apartment Complex subject to the aforementioned conditions and the agreement being confirmed in writing, thus enabling the Village to forgo costly capital improvements to its distribution system; and,

WHEREAS, the Village Council desires to enter into a Wholesale Water and Sanitary Sewer Service Agreement with Warren County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Wholesale Water and Sanitary Sewer Service Agreement 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 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 day of , 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended: / /2015 (if applicable) /2015	Effective Date – / /
Vote - ____ Yeas ____ Nays	
First Reading – / /2015 /2015	Effective Date – / /
Second Reading – / /2015	

Third Reading- / /2015

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

BRUCE A. MCGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2015

**WARREN COUNTY & VILLAGE OF SOUTH LEBANON
WHOLESALE WATER & SANITARY SEWER SERVICE AGREEMENT**

THIS AGREEMENT is entered by and between the Board of County Commissioners of WARREN COUNTY, Ohio, a county organized and existing under the laws of the State of Ohio (hereinafter referred to as the "COUNTY"), and the VILLAGE OF SOUTH LEBANON, a municipal corporation organized and existing under the laws of the State of Ohio (hereinafter referred to as the "VILLAGE"), and shall be effective immediately upon execution by all the parties.

WITNESSETH:

WHEREAS, the COUNTY's Water and Sewer Department is a regional water supplier capable of supplying water to surrounding communities and jurisdictions; and

WHEREAS, the VILLAGE provides sanitary sewer service to residents inside the VILLAGE corporation limits, and the powers enumerated in ORC §§ 715.40 and 717.01 (J), et seq. enables the VILLAGE to acquire and contract for the acquisition of extra-territorial sewer facilities outside its corporate limits ; and

WHEREAS, in 2004, the VILLAGE approved the construction and development of a nine building, 172 unit multifamily apartment complex on 11.92 acres known as the Cedars of River's Bend (hereinafter referred to as the "CEDARS") located on Lebanon Road with the intention of providing water and sanitary sewer service to the CEDARS; and

WHEREAS, in 2004, the VILLAGE requested the COUNTY provide wholesale water service to the VILLAGE to serve the CEDARS, and the COUNTY by letter dated May 27, 2004, notified the VILLAGE that the COUNTY had no intention of selling water to the VILLAGE for purposes of serving the CEDARS; and,

WHEREAS, in 2005, the VILLAGE designed and constructed a water booster pump station near the intersection of Lebanon and Zoar Roads to serve the CEDARS and upon its start-up discovered that the VILLAGE'S water distribution system lacked sufficient capacity to allow successful operation of the station; and

WHEREAS, in June 2005, the COUNTY completed an engineering study confirming that the COUNTY's distribution system had sufficient size and capacity to provide domestic water service and fire protection to the CEDARS; and

WHEREAS, on August 9, 2005, during a public work session, at the request of the VILLAGE, the COUNTY verbally agreed that the COUNTY will provide wholesale water service to the CEDARS at the same rate the COUNTY charges its other customers, on the conditions that the wholesale water service be on a permanent basis, and that the VILLAGE provide public sanitary sewer service to Highland Park Subdivision located in unincorporated Union Township (hereinafter designated as "Highland Park") without annexation and at the same rate as other VILLAGE residents should Highland Park be improved with public sanitary sewers in the future; and

WHEREAS, the COUNTY began providing wholesale water service to the VILLAGE in 2005 and such service continues to date; and

WHEREAS, to date no public sanitary sewers have been constructed in HIGHLAND PARK; and

WHEREAS, on April 14, 2015, during a public work session with the VILLAGE, the COUNTY reaffirmed its commitment to provide permanent wholesale water service to the CEDARS subject to the same conditions with such agreement being confirmed in writing, thus enabling the VILLAGE to forgo costly capital improvements to its distribution system.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the VILLAGE, hereby agree as follows:

1. **PURPOSE**

a. The purpose of this AGREEMENT is to set forth in writing the terms and conditions under which the COUNTY will provide wholesale water to the VILLAGE for the purposes of providing water service to the CEDARS, and the VILLAGE will provide sanitary sewer service to HIGHLAND PARK.

2. **WATER SERVICE**

- a. Wholesale Water Service The COUNTY will sell water to the VILLAGE at the COUNTY'S retail water rate as established by the Board of County Commissioners, and as periodically modified by the Board.
- b. Service Area The wholesale water service shall be limited to the 11.92 acre development known as the Cedar's of Rivers Bend and identified as Warren County Parcel No. 12-01-453-005-0, having an address of 3885 Cross Key Dr., South Lebanon, Ohio 45065 (off Lebanon Rd.), as shown in **Exhibit A**.
- c. Tap Fees The COUNTY shall waive all tap fees associated with water service to the CEDARS.
- d. Existing Interconnect The existing metered interconnection between the VILLAGE and COUNTY water systems located near 518 S. Main Street, South Lebanon shall remain closed except during emergencies. The water meter to the CEDARS is located on the COUNTY'S side of the interconnection.
- e. Meter Reading and Maintenance The COUNTY and VILLAGE shall both have access and the authority to read the water meter serving the CEDARS. Both entities shall have the authority to repair, replace, monitor, modify, and test the meter. Work performed on the meter shall be coordinated between both parties with the cost of the work shared equally by both parties.
- f. Invoicing The COUNTY shall read the meter serving the CEDARS according to its reading schedule and invoice the VILLAGE for water usage based on the meter readings. The VILLAGE shall invoice the

CEDARS for water service. The VILLAGE shall be responsible for payment of the water bill, including any penalties for late payment, as are all other customers in the COUNTY in accordance with the Rules and Regulations of the COUNTY Water and Sewer Department.

- g. Fees and Charges The COUNTY agrees to furnish water to the VILLAGE during calendar year 2015 at the rate of \$3.69 per 1,000 gallons of water registered on the CEDAR's meter. For the remaining term of the agreement, whenever the COUNTY modifies the fee(s) for water service to customers within the COUNTY, the fee(s) for the VILLAGE shall be modified by the equal or lesser percentage, with said rate not to exceed the Village of South Lebanon's current water user rate.

3. **SEWER SERVICE**

- a. **Service Area** In the event the COUNTY and the residents of **HIGHLAND PARK** desire that **HIGHLAND PARK** should be improved with public sanitary sewers in the future, and the COUNTY consents to and OKI and/or the Ohio EPA amends the **Water Quality Management 208 PLANNING AREA** to allow **HIGHLAND PARK** to be served by the VILLAGE, and public sanitary sewers are constructed per the terms provided in **paragraph 3 (b)**, the VILLAGE shall provide sanitary sewer service to **HIGHLAND PARK** as shown in **Exhibit B**, without requiring the property owners to annex to the VILLAGE, or execution of a pre-annexation agreement.
- b. Sewer Construction The engineering, design, and construction cost for centralized sewers in **HIGHLAND PARK** shall not be the responsibility of the VILLAGE and shall be borne by the COUNTY, property owners, or other entity. The improvements shall be constructed in accordance with the VILLAGE's standards, inspected by the VILLAGE, and upon approval and release of all maintenance bonds shall be owned, operated, and maintained by the VILLAGE.
- c. Retail Sewer Service At such time sewers are constructed within the Highland Park Subdivision, the VILLAGE shall provide retail sewer service to **HIGHLAND PARK** and shall bill residents for sewer service based on water usage, with such charges included in their water bill.
- d. Sewer Connection Fees Sewer Connection Fees shall be paid to the VILLAGE when properties within **HIGHLAND PARK** connect to the VILLAGE sewers. Sewer Connection Fees collected by the Village for **HIGHLAND PARK** shall be the same as fees charged to customers in the VILLAGE.
- e. Sewer User Fees The VILLAGE shall charge customers within **HIGHLAND PARK** for sewer service at the same rate charged customers in the VILLAGE. The VILLAGE shall be responsible for collecting

payment of the charges, including any penalties for late payment as are all customers in the VILLAGE in accordance with the Rules and Regulations of the VILLAGE.

- f. Redevelopment The terms and conditions of this Agreement only apply to the existing HIGHLAND PARK subdivision and shall not apply to properties in HIGHLAND PARK that in the future are redeveloped under new subdivision approval.
- g. Treatment Capacity Upon the extension of sewer service to HIGHLAND PARK, the COUNTY shall assign its 50,000 gallons of reserve capacity in the Lebanon Wastewater Treatment Plant to the VILLAGE. This reserve capacity was retained by the COUNTY under the 2005 Novation agreement entered into by the COUNTY, VILLAGE, and City of Lebanon.

4. **AGREEMENT TERMINATION**

This Agreement may only be terminated with a three (3) year notice and by the consensus of both parties, in writing.

5. **ENTIRE AGREEMENT**

- a. This Agreement sets forth the entire agreement between the COUNTY and the VILLAGE for the COUNTY to deliver water to the VILLAGE for service to the CEDARS and all previous agreements for delivery of water for the CEDARS as provided for herein have expired and are no longer controlling the relationship between the parties.
- b. Changes to this Agreement shall be by negotiation upon request of either the VILLAGE or the COUNTY.

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS of Warren County, Ohio has caused this Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution No. _____, dated _____.

**BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

KEITH ANDERSON
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: KEITH ANDERSON, Asst. Prosecutor
DATE: _____

VILLAGE :

IN EXECUTION WHEREOF, the Village Council of the Village of South Lebanon, has caused this Agreement to be executed by its Mayor and Fiscal Officer, on the date stated below, pursuant to Resolution Number _____, a copy of which is attached hereto.

VILLAGE OF SOUTH LEBANON

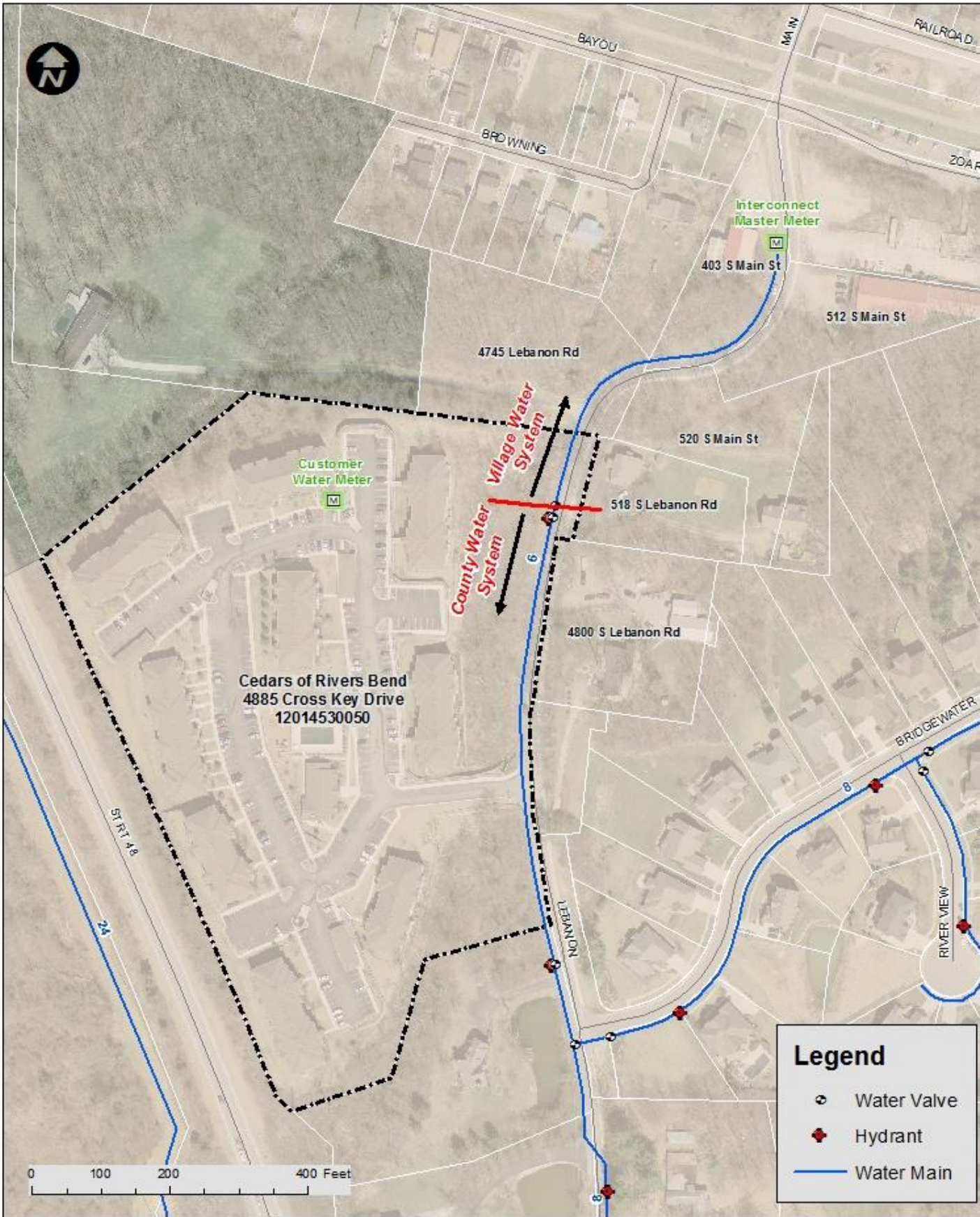
SIGNATURE: _____
PRINTED NAME: Sharon Louallen
TITLE: Fiscal Officer
DATE: _____

SIGNATURE: _____
PRINTED NAME: Lionel Harold Lawhorn
TITLE: Mayor
DATE: _____

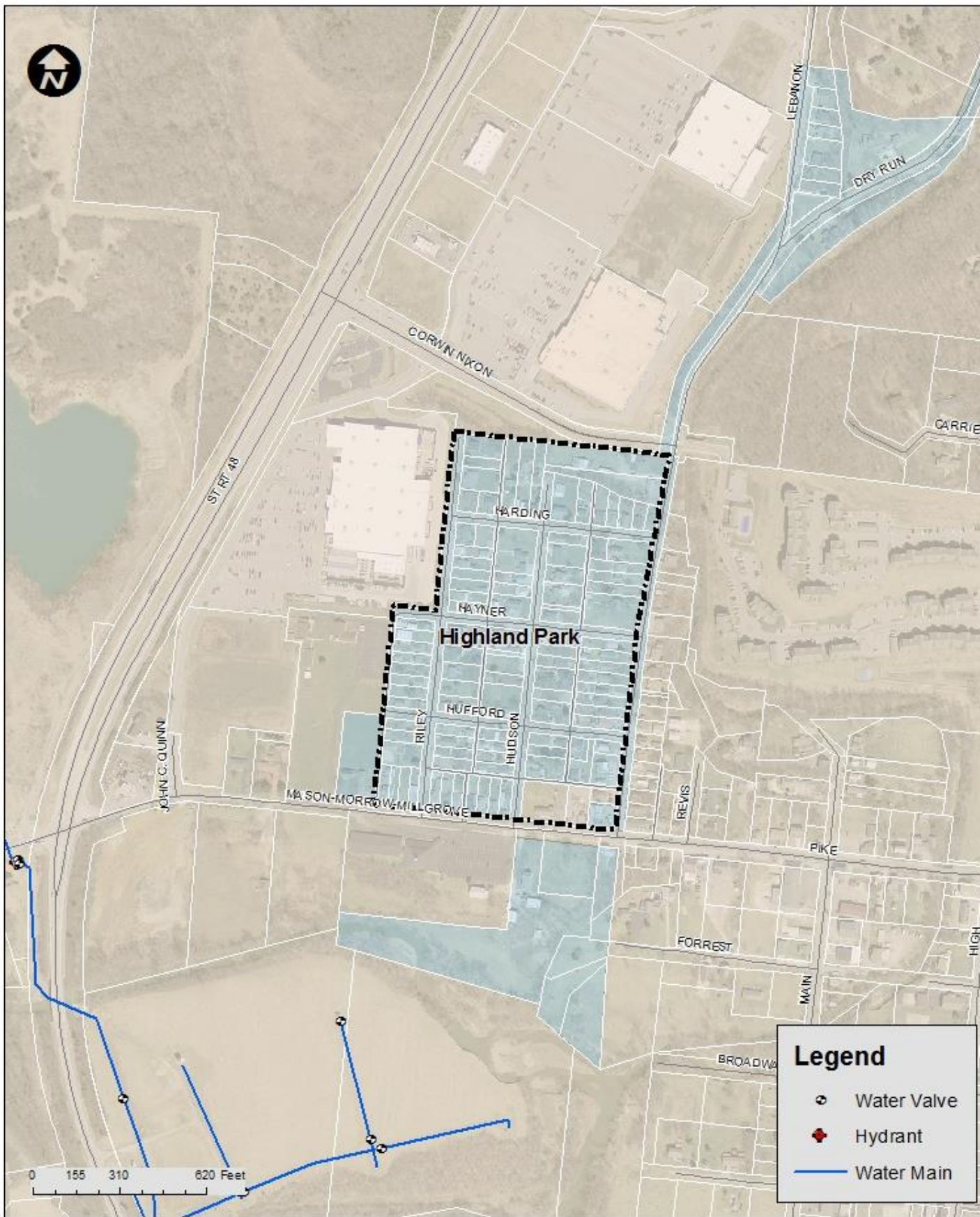
Approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
BRUCE A. McGARY, Solicitor
DATE: _____



**EXHIBIT A
CEDARS OF RIVERS BEND**



**EXHIBIT B
HIGHLAND PARK DEVELOPMENT**

MEMORANDUM

To: Mayor and Village Council
From: Jerry Haddix, Village Administrator
Date: July 14, 2015
Subject: Update

Here are a few updates on some items around the Village:

- Pike Street project is still scheduled to start the end of the month. Given the wet summer, I would guess closer to mid-August..
- Zoar Road re-bid opening is July 28. Hopefully, we get better bids so it can awarded at the first August meeting.
- Woodknoll paving was completed last week,
- Public works employees are continuing to crack seal in between the rain.
- The BZA denied a Conditional Use permit for 350 King Avenue. The land contract holders were proposing to put a landscaping/nursery there.
- Planning Commission is meeting on 7/15 for the Grants Frederick Section 2 final developments plan. If approved, Fischer homes plans on platting the area in 3 sections.

MEMORANDUM

To: Mayor and Village Council
From: Jerry Haddix, Village Administrator
Date: July 14, 2015
Subject: Engineering Appropriation Adjustment

The Fiscal Officer did an appropriation adjustment this week to move \$100,000 from the Capital Outlay line item into Village Engineer Fees line item. This is more than will be needed. This is due to various reasons, such as Village projects, more developments & plan reviews, and revisiting old developments.

Let us know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

A RESOLUTION DECLARING CERTAIN ITEMS OF VILLAGE PROPERTY NOT NEEDED FOR PUBLIC USE, OR OBSOLETE OR UNFIT FOR THE USE FOR WHICH THE ITEMS WERE ACQUIRED, AND FURTHER AUTHORIZING THE VILLAGE ADMINISTRATOR TO SALE SUCH ITEMS USING GOVDEALS.COM

WHEREAS, in accordance with Resolution No. 2015-____ the Village entered into a contract for the calendar year 2015 with Govdeals.com to sell tangible items of personal property belonging to the Village which are not needed for public use, or is obsolete or unfit for the use for which each item was acquired; and,

WHEREAS, upon the recommendation of the Village Administrator, the following tangible items of personal property belonging to the Village should be declared by the Council to not be needed for any public use, obsolete or unfit for the use for which the items were intended:

- 2004 Ford F550 Truck with Snow Plow and Salt Spreader
Serial #1FDAF57P84EC65336
- John Deere 310 Backhoe, Model # 134811,
Serial # 43132
- Gravely 260Z Mower, Model # 992162,
Serial # 00729
- 9 pallets of brick pavers

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, at least a majority of all members elected thereto concurring:

Section 1. That the Council declares the following items of tangible personal property belonging to the Village not needed for any public use, obsolete or unfit for the use for which the items were intended:

- 2004 Ford F550 Truck with Snow Plow and Salt Spreader,
Serial #1FDAF57P84EC65336
- John Deere 310 Backhoe, Model # 134811,
Serial # 43132
- Gravely 260Z Mower, Model # 992162,
Serial # 00729
- 9 pallets of brick pavers

Section 2. That the Council authorizes the Village Administrator to cause the following items to be sold by Govdeals.com as long as the item sells for the minimum bid (or no minimum bid, if no bid is listed below):.

<u>Item</u>	<u>Minimum Bid</u>
2004 Ford F550 Truck with Snow Plow and Salt Spreader	\$2,500.00
John Deere 310 Backhoe, Model # 134811	\$2,500.00
Gravely 260Z Mower, Model # 992162	\$500.00
9 pallets of brick pavers	\$250.00

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.

Adopted this ____ day of _____, 2015.

Attest: _____
 Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

First Reading – / /2015	Effective Date – / /2015
Second Reading – / /2015	
Vote - ____ Yeas	
____ Nays	

Prepared by and approved as to form:

BRUCE A. MCGARY

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2015-____**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT
WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE VILLAGE'S LIFT
STATIONS FOR THE PERIOD OF 8/1/2015 THROUGH 7/31/2016**

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Stations will expire in July 31, 2015, and continued maintenance is necessary.

WHEREAS, the Village desires to renew its agreement with Buckeye Powers Sales, Inc., under the terms and conditions set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Planned Maintenance Agreement with Buckeye Power Sales, Inc., a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Agreement for the period of 8/1/2015 to 7/31/2016.

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.

Adopted this day of , 2015.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas		
____ Nays		
First Reading – / /2015		Effective Date – / /2015
Second Reading – / /2015		
Third Reading – / /2015		
Vote - ____ Yeas		
____ Nays		

Prepared by and approved as to form:

BRUCE A. MCGARY
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____