

# COUNCIL AGENDA



**Village Council Meeting**  
**6:30 P.M. Thursday, August 6, 2015**

**Village Administration Building**  
**99 High Street**  
**South Lebanon, Ohio 45065**

	Agenda Items
1.	<b>Call to Order</b>
2.	<b>Roll Call</b>
3.	<b>Pledge of Allegiance</b>
4.	<b>Guest Speakers</b> A. None
5.	<b>Open Forum</b>
6.	<b>Approval of Meeting Minutes</b> A. None
7.	<b>Emergency Resolutions/Ordinances and Third Reading of Resolutions/Ordinances</b> A. Third Reading – Resolution Authorizing Sale of Village Property on Govdeals items B. Third Reading- Resolution Approving a Maintenance Agreement with Buckeye Power Sales, Inc. for Servicing the Village's Lift Stations C. Emergency – Resolution Approving Contract and Notice of Award Civil Solutions Inc. for the Zoar Road Improvements Project D. Emergency – Resolution Approving Addendum to Agreement with Heritage Land Services Relative to the State Route 48/Mason-Morrow-Millgrove Road Project
8.	<b>Village Administrator Reports (non-legislative)</b> Memo – Planning/Board of Zoning Appeals Secretary
9.	<b>New Business</b> A. First Reading – Approve Comprehensive Plan as Prepared by the Warren County Regional Planning Commission B. Motion to approve invoices to be paid
10.	<b>Old Business</b> A. None
11.	<b>Committee Reports and Communications</b> A. None
12.	<b>Council Member Comments</b>

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, August 20, 2015 at 6:30 PM.*

**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

- 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):.

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

**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.

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

Page -2-

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: \_\_\_\_\_



**Planned Maintenance Agreement Quote**  
Page 1

Bill-to Customer No. C00405838  
Village Of South Lebanon  
PO Box 40  
South Lebanon, OH 45065  
USA

Buckeye Power Sales Co., Inc.  
4992 Rialto Road  
West Chester, OH 45069  
USA  
Phone No. 513.755.2323  
Fax No. 513.755.4515

Contact Jerry Haddix  
Phone No. 513-494-2296  
E-Mail jhaddix@southlebanonohio.org  
Salesperson Marissa Maloney  
Description Planned Maintenance Agreement

Quote No. PMA1004064  
Accept Before  
Renewal Date 08/01/15  
Invoice Period Year  
Annual Amount 2,155.00  
Contract No. PMA0WC3736  
Contract Type Contract Renewal

As requested Fuel Samples have been added to the 20REOZJB and the 50REOZJD units.

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

**Ship-to Address**

Grants Pass L.s.  
5095 Zoar Rd.  
South Lebanon, OH 45065

EQ0205362	Kohler 50REOZJD	KH50REOZ	3032865	770.00
	MAJOR	Major Service with Fuel Sample		
	MINOR	Minor Service with PMA		

**Ship-to Address**

Mckinley Pump  
107 W. Mckinley St.  
South Lebanon, OH 45065

EQ1007869	200REZXB, 200 kW, 60 Hz	KH200REZ	SGM322FN2	780.00
	MAJOR	Major Service with PMA		
	MINOR	Minor Service with PMA		

**Ship-to Address**

Rivers Crossing  
Village of S. Lebanon  
3649 N Lebanon Road  
LEBANON, OH 45036

EQ0203516	Kohler 20REOZJB	KH20REOZ	2154362	605.00
	MAJOR	Major Service with Fuel Sample		
	MINOR	Minor Service with PMA		





Bill-to Customer No. C00405838  
Village Of South Lebanon  
PO Box 40  
South Lebanon, OH 45065  
USA

Contact Jerry Haddix  
Phone No. 513-494-2296  
E-Mail jhaddix@southlebanonohio.org  
Salesperson Marissa Maloney  
Description Planned Maintenance Agreement

## Planned Maintenance Agreement Quote Page 2

Buckeye Power Sales Co., Inc.  
4992 Rialto Road  
West Chester, OH 45069  
USA  
Phone No. 513.755.2323  
Fax No. 513.755.4515

Quote No. PMA1004064  
Accept Before  
Renewal Date 08/01/15  
Invoice Period Year  
Annual Amount 2,155.00  
Contract No. PMA0WC3736  
Contract Type Contract Renewal

Addition to Section 3.06 - The venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement shall be exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and each party hereby waives the right to initiate in or remove any such matters to any state or Federal court.

Total	2,155.00
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Customer Signature Line

PO #

Sign

Print

Date

Lionel H. Lawhorn, Mayor

Please do not pay the total indicated on this quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

Approved as to form:

Bruce A. McGary, Village Solicitor

## PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).

- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.  
1.03 Rates for extended years shall be determined at the beginning of each billing cycle.  
1.04 Replacement parts will be billed at prices prevailing at time of use.  
1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).

- 2.02 ~~XX~~ mm 7/1/15
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party

- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
- Bankruptcy or insolvency of either party
  - Assignment of this Agreement by either party without consent of the other party
  - Sale of the business of either party
  - Acts of God
  - Death or dissolution of either party
  - Impracticability and/or impossibility of performance

- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.

- [illegible]

- 3.05 If any action is brought in respect of the above, the party bringing the action shall be entitled to recover its costs of such action, together with its costs of defending any action brought in respect of the above, in addition to any other costs or damages which may be awarded by the court. This shall apply whether or not the party bringing the action is successful in its claim.

- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article.

- |      |  |
|------|--|
| 4.02 | <p><b>Periodic Service</b> - Services provided in each Servicing Agent's maintenance trip will include the following:</p> <ul style="list-style-type: none"> <li>- Inspect air cleaner</li> <li>- Test antifreeze and adjust</li> <li>- Check coolant level</li> <li>- Inspect belts and hoses as required</li> <li>- Check engine heater operation</li> <li>- Check generator set for fuel, oil, coolant leaks</li> <li>- Check air intakes and outlets</li> <li>- Check transfer tank operation</li> <li>- Drain exhaust line</li> <li>- Inspect silencer</li> <li>- Check battery charger operation and charge rate</li> <li>- Check battery electrolyte levels and specific gravity</li> <li>- Clean battery terminals as necessary</li> <li>- Check generator output voltage and adjust as necessary</li> <li>- Emergency system operation without load transfer</li> <li>- Frequency check/governor adjustment, as required</li> <li>- Check transfer switch and accessory operation</li> <li>- Check engine alternator charge rates</li> <li>- Check engine and generator gauge and indicator operation</li> <li>- Check generator set controller operation including shutdown functions</li> <li>- Perform engine checks per manufacturer's recommendations</li> </ul> |
|------|--|

- |      |  |
|------|--|
| 4.03 | <p><b>Annual Maintenance</b> - Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:</p> <ul style="list-style-type: none"> <li>- Lube, oil and filter(s) change</li> <li>- Fuel filter(s) change</li> <li>- Engine tune-up with parts (to include points, condenser, rotor, cap and spark plugs) for gas or gasoline engines (as required)</li> </ul> |
|------|--|

- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.

- 4.05 **Load Bank Service (only if specified as "Additional Services")** - Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

- 4.07 THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A  
NOTICE OF AWARD TO CIVIL SOLUTIONS ASSOCIATES, INC. FOR THE  
CONSTRUCTION OF ZOAR ROAD IMPROVEMENT PROJECT, AND  
AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A  
CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER  
ISSUANCE OF A NOTICE TO PROCEED,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Council passed Resolution 2014-23 on 10/02/2014 authorizing the submission of an application to the Ohio Public Works Commission (OPWC) for a loan to fund the rehabilitation and restoration of certain deteriorated sections of Zoar Road in the Village of South Lebanon (the "Project"); and,

**WHEREAS**, on July 16, 2015, the Village Council passed Res. No. 2015-18 approving the OPWC Project Loan Agreement in the amount of \$344,242.00 in fund the construction, design and administration of said Project; and,

**WHEREAS**, the Village published invitations to bid the Project, and the Village Engineer has reviewed all bids timely submitted and recommends based on the results of the bid opening on July 28, 2015, that the base bid of \$338,988.85 from Civil Solutions Associates, Inc. was the lowest and best bid; and,

**WHEREAS**, due to the deteriorating condition of the project area and the necessity to complete construction of the Project this calendar year, immediate action is required 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, at least two-thirds of all members elected thereto concurring:

**Section 1.** Approve the issuance of a Notice of Award to Civil Solutions Associates, Inc. (Contractor) and further authorize the Mayor and Fiscal Officer to execute the Project Contract after approval as to form by the Village Solicitor and execution by the Contractor.

**Section 2.** Upon full execution of the Project Contract, the Mayor and Fiscal Officer are further authorized to execute and send a Notice to Proceed to the Contractor.

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

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

**Section 5.** 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 6.** That it is found and determined that all formal actions of the Council concerning and relating to passing 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 6th day of August, 2015.

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

Rules Suspended:    /    /2015    (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: 08/06/2015

## NOTICE OF AWARD

Date of Issuance: \_\_\_\_\_  
Owner: Village of South Lebanon  
Project: Zoar Road Improvements REBID  
Bidder: Civil Solutions Associates, Inc.  
Bidder's Address: 3760 Fulton Grove Road, Cincinnati, Ohio 45245

To Bidder:

You are notified that Owner has accepted your Bid dated 7/24/2015 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

The bank stabilization of Zoar Road utilizing a drilled pier wall, made necessary by a recent landslide. Grinding and overlaying approximately 0.25 miles, full-depth pavement repair, and striping are also included in this project.

(Describe Work or alternates awarded.)

The Contract Price of the awarded Contract is \$338,988.85

Three (3) copies of the proposed Contract Documents (except Plans) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. Three (3) counterparts of the Agreement, fully executed by Bidder must be delivered to Village of South Lebanon.
2. Deliver with the executed Agreements the Contract Security and insurance documentation as specified in the General Conditions and Supplementary Conditions - Article 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully-executed counterpart of the Agreement.

**OWNER:** Village of South Lebanon

By: \_\_\_\_\_  
[Signature]  
[Printed name] Lionel Harold Lawhorn  
Title: Mayor

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

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE AN ADDENDUM TO AGREEMENT WITH HERITAGE  
LAND SERVICES FOR ACQUISITION SERVICES FOR RIGHT-OF-WAY  
ACQUISITION FOR THE STATE ROUTE 48 AND MASON-MORROW-  
MILLGROVE ROADS INTERSECTION IMPROVEMENT PROJECT IN THE  
VILLAGE OF SOUTH LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village passed Resolution No. 2014-24 and entered into an agreement for consulting services with Heritage Land Services for acquisition services for right-of-way acquisition for the State Route 48 and Mason Morrow Millgrove Roads Intersection Improvement Project ("initial Agreement"); and,

**WHEREAS**, the scope of the initial Agreement provided for acquisition services for seven impacted properties in the Village of South Lebanon, however, there are now nine impacted properties in the Village of South Lebanon, plus, there has been a change in the appraisal format subsequent to the initial agreement that effects the acquisition services; and,

**WHEREAS**, in accordance with the attached Addendum, Heritage Land Services is requesting an additional \$7,300.00; and,

**WHEREAS**, the Village desires to utilize the acquisition services of Heritage Land Services for the said additional services; and,

**WHEREAS**, immediate action is required to maintain ODOT's construction schedule for the State Route 48 and Mason-Morrow-Millgrove Road Intersection Improvement Project and to avoid any risk of losing the grant funds, 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, at least two-thirds of all members elected thereto concurring:

**Section 1.** Approve an Addendum with Heritage Land Services a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Addendum on behalf of the Village.

**Section 2.** That the Council is acting in its administrative capacity in passing 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.

**Section 5.** That it is found and determined that all formal actions of the Council concerning and relating to passing 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 6<sup>th</sup> day of August, 2015.

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

Rules Suspended:    /    /201\_\_    (if applicable)                      Effective Date –    /    /201\_\_

Vote - \_\_\_\_ Yeas  
      \_\_\_\_ Nays

First Reading –    /    /201\_\_    Effective Date –    /    /201\_\_

Second Reading –    /    /201\_\_

Third Reading–    /    /201\_\_

Vote - \_\_\_\_ Yeas  
      \_\_\_\_ Nays

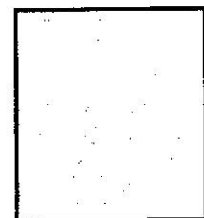


Prepared by and approved as to form:

BRUCE A. McGARY  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_



HERITAGE  
LAND SERVICES

June 29, 2015

Jerry Haddix  
Village Administrator  
Village of South Lebanon  
99 High Street  
South Lebanon, Ohio 45065

RE: WAR 48 8.80  
Request for Contract Modification

Dear Mr. Haddix:

Our firm is currently completing acquisition work related to the above-mentioned project.

As I believe you are aware, the initial proposal for the acquisition work requested was for seven impacted properties; however, there are actually nine parcels to be acquired. In addition, there has been a change in appraisal formats. A cost summary is attached for your reference.

Accordingly, we are requesting your approval to revise our original contract from \$33,000 to \$40,300, a difference of \$7,300, to cover the additional parcels.

If you have any questions or need additional information regarding this request, please feel free to contact me at (614) 918-2997.

Sincerely,

Chris Howard  
President

614 918-2997  
choward@wearehls.com

Enclosure

Village of South Lebanon

WAR 48 8.80

6/25/2015

Mason-Morrow-Millgrove Road

**Contracted  
Amount**

**Revised  
Amount**

<u>Task</u>	<u>Unit Cost</u>	<u>Total Parcels</u>	<u>Total Cost</u>	<u>Total Parcels</u>	<u>Total Cost</u>
Project Management For Titles, Appraisal Review	\$300.00	7	2,100.00	9	2,700.00
R/W Cost Estimate	\$1,500.00	1	1,500.00	1	1,500.00
Title Research Full 42 year Search	\$550.00	7	3,850.00	9	4,950.00
Appraisal Review					
Value Analysis	\$300.00	3	900.00	2	600.00
Value Finding	\$600.00	2	1,200.00	6	3,600.00
Limited Scope Summary	\$2,000.00	2	4,000.00	1	2,000.00
PIN	\$100.00	7	700.00	9	900.00
Project Management For Negotiations, Closings, Relocation	\$300.00	7	2,100.00	9	2,700.00
Acquisition Negotiation - signed/approp.	\$1,600.00	7	11,200.00	9	14,400.00
Closing & Recording					
Formal Closing	\$600.00	7	4,200.00	9	5,400.00
Title Update for Appropriation	\$200.00	1	200.00	1	200.00
Copiesand Recording Fees			1,050.00		1,350.00
			<u>33,000.00</u>		<u>40,300.00</u>
<b>Difference</b>				<b>7,300.00</b>	

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

**A RESOLUTION ADOPTING THE 2015 VILLAGE OF SOUTH LEBANON  
COMPREHENSIVE PLAN**

**WHEREAS**, the Council passed Resolution No. 2014-01 and the Village entered into a contract on 02/20/2014 with the Warren County Regional Planning Commission (RPC) for the RPC to provide consulting services to the Village in preparing for adoption a Comprehensive Plan; and,

**WHEREAS**, RPC has completed all the requirements per the contract and the Comprehensive Plan has been available on the Village's Website for public review and comment; and,

**WHEREAS**, the Village's Planning Commission recommended approval at its July 15, 2015 meeting; and,

**WHEREAS**, the Council now desires to adopt the 2015 Comprehensive Plan.

**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 does hereby adopt the 2015 Comprehensive Plan, a copy of which is attached hereto and made a part hereof.

**Section 2.** The Fiscal Officer shall cause a copy of the Comprehensive Plan to be deposited with the County Recorder.

**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.

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

Effective Date –     /     /2015

Vote - \_\_\_\_\_ Yeas  
 \_\_\_\_\_ Nays

BRUCE A. McGARY  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_\_