

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
FEBRUARY 16, 2017
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests: Hamilton Township Fire Chief, Brian Reese

4. Floor open to the public:

5. New Business: Emergency Resolution 2017-14 authorizing addendum to contract with Childress & Cunningham, Inc.

Emergency Resolution 2016-48 authorizing agreement with McGill Smith Punshon Inc for Cochran Road sanitary sewer extension project

Authorization of Minutes:
Regular Meeting – Sept. 1, 2016
Regular Meeting – Sept. 15, 2016
Regular Meeting – Nov. 3, 2016

Meeting Authorization of Invoices

Authorization of January Financial Statements

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 13, 2017
Subject: Hamilton Township Fire Chief, Brian Reese

At the 2/16/17 Council meeting, Chief Brian Reese from the Hamilton Township Fire Department will be a guest to discuss the new fire house that Hamilton Township is planning.

Still in the early stages, Hamilton Township is looking at constructing a new central facility next to their administration building that would serve the entire Township and closing the existing two (2) stations.

Chief Reese will be able to explain in greater detail the reasons for the new building.

Let me know if you have any questions.



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 14, 2017
Subject: Addendum to Contract with SLE Architect

In the process of negotiating with the Childress & Cunningham, the Project Architect for the old school, a couple of items were inadvertently overlooked from the scope of services: lighting, additional outlets throughout the 1st floor and fire alarm design. The additional design fee for these items is \$12,475.00.

Let me know if you have any questions.

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE ADDENDUM NO. 1 RELATIVE TO THE CONTRACT
WITH CHILDRESS & CUNNINGHAM, INC. FOR ARCHITECTURAL SERVICES
REQUIRED FOR THE RENOVATION OF THE OLD SOUTH LEBANON
ELEMENTARY SCHOOL, AND DECLARING AN EMERGENCY**

WHEREAS, per Resolution No. 2016-29, this Council entered into contract with Childress & Cunningham, Inc. for architectural services relative to the renovation of the former South Lebanon Elementary School, located at 10 N. High Street, into a Village municipal building; and,

WHEREAS, design services for lighting, power, and fire alarm were inadvertently left out of the original scope of services; and,

WHEREAS, Childress & Cunningham, Inc. has submitted a quote for said services; and

WHEREAS, immediate action is required to ensure the timely design of said services, 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 authorizes the Mayor and Fiscal Officer to execute Addendum No. 1 to the contract with Childress & Cunningham, Inc. for architectural services required for the renovation of the Old South Lebanon Elementary School for the additional fee of \$12,475.00.

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.

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 16th day of February, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading – / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2017

Addendum 1 to original Agreement between Village of South Lebanon (Village) and Childress & Cunningham, Inc. (Consultant) For Professional Consulting Services originally authorized by the Village on August 18, 2016

Basic Services of the Consultant and Village

Basic Services of the Consultant are revised to include the following: Schematic electric lighting, power, and fire alarm drawings for the first floor and related stairwells of sufficient detail for design/build bids by Contractors to be procured. Electric Panel Board design remains a responsibility of others under contract with the Village including any circuitry related to building generator. This Addendum 1 has been executed in Hamilton County, Ohio, and made effective February 6, 2017.

In Regards to Compensation

Consultant Architectural Fees shall be increased by \$12,475.00 plus reimbursable expenses. Project construction cost is anticipated to be \$500,000.00 rather than the prior \$400,000.00. If Project construction cost grows by 15% or greater, Consultant's fixed fees shall be adjusted proportionally to projected Project construction cost with final adjustment up or down made against actual Project construction cost.

Consultant:

IN EXECUTION WHEREOF, Childress & Cunningham, Inc, the Consultant herein, has caused this Addendum 1 to be executed on the date stated below by Larry Cunningham, whose title is Treasurer, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE : _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Village:

IN EXECUTION WHEREOF, Council of the Village of South Lebanon, Ohio, has caused this Addendum 1 to be executed on the date stated below by James D. Smith, Mayor, and Nicole Armstrong, Fiscal Officer, pursuant to a Resolution No. 2017-__

SIGNATURE : _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SIGNATURE : _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

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

BY: _____

DATE: _____



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 14, 2017
Subject: McGill Smith Punshon Contract for Cochran Road

Our Village Solicitor was notified last week by the County Commissioners' legal counsel, Bruce McGary, that "Due to the Village Council's response, the Commissioners decline to enter into a agreement to provide sanitary sewer to the Books property."

We have received a proposal McGill Smith Punshon (MSP) for engineering services to extend sanitary sewer from the entrance to the Wynstead subdivision out to 22-3 to provide sewer to the Books property. The contract is for \$26,500 for all design and surveying work. There is an additional \$800 fee for each easement that is required. At this time, it hasn't been determined how many easements will be required.

The site plan submitted by the developer for the Books property has been conditionally approved by the Village Planning Commission so it is imperative to get this project started as soon as possible.

MSP prepared the design and construction oversight for the Ilene Avenue sewer project and has provided the plan review and inspection services for the Wynstead development.

Let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-48**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR
CONSULTING ENGINEER SERVICES FOR ENGINEERING SERVICES FOR THE
COCHRAN ROAD SANITARY SEWER EXTENSION PROJECT, AND DECLARING
AN EMERGENCY**

WHEREAS, the Village desires to extend Village sanitary sewer service to property at 720 East U.S. Route 22&3 within the Village limits; and,

WHEREAS, McGill Smith Punshon, Inc. has submitted a proposal that includes preliminary design, final design, topographic survey, easement preparation and preparation of documents to be submitted to the Ohio Environmental Protection Agency (OEPA); and,

WHEREAS, immediate action is required to expedite the design of sanitary sewer to said property, 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 authorizes the Mayor and Fiscal Officer to enter into a contract with McGill Smith Punshon Inc. for consulting engineer services for required the Cochran Road Sanitary Sewer Project for a not to exceed amount of \$26,500.00, as 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.

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 February, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading – / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2017



AGREEMENT FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix
Village Administrator
Village of South Lebanon (CLIENT)
99 North High Street
South Lebanon, Ohio 45065

For

Cochran Road
Public Sanitary Sewer Main Extension
Village of South Lebanon, Ohio

MSP Project No. 06308.06

December 12, 2016

1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

1.1. Professional Civil Engineering Design Services:

1.1.1. Preliminary Design:

Utilizing Warren County GIS base mapping MSP will prepare a preliminary plan showing potential sanitary sewer alignments for consideration in an effort to determine the best alignment for final design. MSP will identify issues such as depth and potential conflicts with utilities.

MSP will prepare preliminary construction costs for each alignment for The Village's use in considering the best potential alignment for final design.

1.1.2. Final Design:

MSP will prepare detailed plans including title sheet, plans, profiles, elevations, sections, miscellaneous details, and specifications for work required to construct the proposed public sanitary sewer main extension. Details and recommendations of location for erosion and sedimentation control measures will be included.

Prepare on behalf of the Village of South Lebanon the required Ohio EPA applications for a "Permit to Install" after the design is finalized.

Distribute final design plans to the local utility companies for review, comment, and identify existing utility locations within the proposed construction limits.

A representative from MSP will attend meetings as requested by the Village of South Lebanon with a maximum of three (3) per this proposal. If additional representation at meetings is required, MSP will invoice the additional meetings on a time and material basis per the attached hourly rate schedule.

MSP will coordinate with the geotechnical engineering firm The Village contracts with on the project in an effort to establish and locate areas the geotechnical engineer will need to take soil borings and soil samples within the project limits.

MSP will prepare construction bid quantities for The Village's use in submitting to potential Bidders.

A representative from MSP will make site visits to view and report on the construction progress and procedures as requested by the Village of South Lebanon with a maximum of eight (8) site visits per this proposal. If additional site visits are required, MSP will invoice the additional site visits on a time and material basis per the attached hourly rate schedule.

1.2. Topographic Survey for Design Phase:

Research public records to obtain deeds, surveys, and tax maps for affected parcels from the appropriate Warren County governmental agency.

Prior to starting the field surveying portion of the work MSP will provide the Village with a list of property owner names and mailing addresses for the Village's use in notifying the affected property owners of the proposed project.

Perform the necessary land surveying services and document research required to prepare base map information, which includes existing utilities, driveway locations and type (i.e. concrete, asphalt), roadways, roadway culverts with material, size and invert elevations, structures, finish floor elevations, vegetation, watercourses, and property lines of affected parcels with the respective property owner, parcel identification number, and address street number shown. Land surveying horizontal control to be North American Datum (NAD) 83 and vertical control to be North American Vertical Datum (NAVD) 88. Survey control points and temporary bench marks will be identified and shown on the plans.

Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.

MSP will prepare a topographic base map in accordance with the above stated scope of services.

1.3. Easement Documents:

MSP will prepare required survey easement documents to facilitate easement acquisition and other agreements. MSP will prepare the required easement plats and legal descriptions suitable for recording and processing by the appropriate Village and County agencies.

1.4. Submittals and Approvals:

MSP will provide to the client professionally stamped drawings and specifications. MSP will provide follow-up response to correction letters or comment's as provided to MSP by the Client and the State governing authority (OEPA).

1.5. Client's Responsibilities

The CLIENT is responsible for all permit fees and plan review fees charged by governmental agencies

2. COMPENSATION:

- 2.1. The Basic Fee for the services as described in Section I. shall be as follows:

We anticipate our fees to break down as follows:

Professional Civil Engineering	
Schematic Design	\$ 3,000.00
Final Design	\$15,500.00
Topographic Survey	\$ 8,000.00
Easement Documents	\$ 800.00 per document

Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.

- 2.2. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 2.3. All past due amounts shall bear interest at the rate of one and one-quarter percent (1 ¼%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- 2.4. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.
- 2.5. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule.

3. EXCLUSIONS

- 3.1. Exclusions from the scope of services include, but are not limited to, the following:

- 3.1.2. Individual lot surveys.
- 3.1.3. Construction Surveying Layout and Staking
- 3.1.4. Geotechnical and Environmental Investigations or Coordination
- 3.1.5. Design of Lift Stations.
- 3.1.6. Resident Inspections.
- 3.1.7. Construction Supervision or Administration.
- 3.1.8. As-Built Surveys.
- 3.1.9. Plan review, Application, Inspection, and Permit fees
- 3.1.10. Participation in Mitigation and Litigation
- 3.1.11. Video inspection of existing sanitary sewer and tap locations.

4. GENERAL TERMS

4.1. Client's Responsibility

MSP shall indicate to the CLIENT the project criteria, reports, surveys, site utility drawings and other information required to render the services specified herein. The CLIENT shall provide such information to MSP as is available. The foregoing information, surveys, reports and drawings shall be furnished at the CLIENT's expense, and MSP shall be entitled to rely upon the accuracy and completeness thereof.

Prompt written notice shall be given by the CLIENT to MSP if the CLIENT becomes aware of any fault or defect in the project or non-conformance with the contract documents.

The CLIENT shall designate a representative authorized to act in his behalf with respect to the project. The CLIENT or his representative shall examine the documents submitted by MSP and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of MSP's work. The Client is responsible for all permit fees and plan review fees charged by governmental agencies.

4.2. Standard of Care

In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

4.3. Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

4.4. Indemnifications

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.

4.5. Risk Allocations

In recognition of the relative risks and benefits of the project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.

4.6. Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

4.7. Instruments of Service

All reports, drawings, specifications, field data, calculations, estimates and other documents prepared by MSP for this project shall remain the property of MSP. The CLIENT shall be permitted to retain copies, including reproducible copies of the drawings, specifications and other documents for information and reference in connection with the CLIENT's use and occupancy of the project.

4.8. Ownership of Documents

All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its sub-consultants.

4.9. Defects in Service

CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4.10. Construction Activities

MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

4.11. Dispute Resolution

Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or medication in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

4.12. Relationship of Parties

All services provided by MSP are for the sole use and benefit of CLIENT.
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.

4.13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

4.14. Applicable Law

The law applicable to this Agreement is the state of the Project location

Respectfully submitted,

McGill Smith Punshon, Inc.



Douglas A. Smith, P.E., P.S.
Project Engineer/Manager

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CLIENT
Approved and accepted.

Signature

Title

Date_____

Approved as to form:

Paul R. Revelson
Village Solicitor

Date

HOURLY RATE SCHEDULE

Principal	\$135-\$180.00/hour
Project Manager	\$90-\$165.00/hour
Registered Engineer	\$120-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner	\$90-\$130.00/hour
Professional Surveyor	\$85-\$180.00/hour
Designer/Job Captain	\$75-\$110.00/hour
CADD Operator/Technician	\$55-\$95.00/hour
Surveying (Monday through Friday)	

2 Man Crew.....\$135.00/hour

1 Man Crew.....\$95.00/hour

Technical Support

\$55-\$125.00/hour

Travel 54.0¢ per mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2016



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 14, 2017
Subject: Riverside Easement Plat Revision

The developers for the Riverside development are requesting a revision to the Easement Plat that was approved at the last Council meeting. With input from the County Tax Map Department, Graham Parlin, from HPA Development, is seeking to create an additional landscape easement area along Sutton Drive that will ultimately be a shared expense between the single family development and the future development to the east. Attached is a sketch showing the additional landscape easement area.

Bayer Becker should be submitting a revised page 2 of the plat showing this change prior to the Council meeting.

This is a relatively minor change but we feel it is important that any substantive change needs to be approved by Council.

Let me know if you have any questions.



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: January 31, 2017 (updated 2/14/17)
Subject: Motion to Return Vista Pointe Section 4 Maintenance Bond

On 9/17/15, the Village Council adopted Resolution No. 2015-26 accepting the public improvements of the Vista Pointe Section 4 subdivision. Per the Village Subdivision Regulations, the Developer deposited a 10% cash bond in the amount of \$16,194.60 for the one-year maintenance period.

The one-year period has passed and no repairs were needed as of 9/16/16. A small issue was noted in October, 2016, but we will make that repair this Spring.

I am hereby requesting a motion to return the Vista Pointe Section 4 Maintenance Bond in the amount of **\$16,194.60** to the River's Bend Land Company, Ltd.

Let me know if you have any questions or need additional information.

UPDATE:

It has been determined that the area mentioned at the last Council meeting is private property and is not covered under this maintenance bond.



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MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: February 14, 2017
Subject: True Faith Holiness Church Handicap Parking

Don Gee from the True Faith Holiness Church on Morrow Road has requested two (2) handicapped parking signs in front of the church on the south side of Morrow Road.

It appears, though, that there is not sufficient distance in front of the church between driveways to accommodate two spaces.

Sergeant Boylan has also reviewed the request and has asked that any sign be placed at the correct height and specify the fine amount.

Let me know if you have any questions.