

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**JUNE 1, 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:

4. Floor open to the public:

5. New Business:

Emergency Resolution 2017-28 Patel Sanitary Sewer Agreement

Emergency Resolution 2017-29 Authorizing Solicitor to bid at Sheriff's Sale on property located at 496 Mary Lane

Emergency Resolution 2017-30 Authorizing pre-application OPWC Grant for Mason Morrow Millgrove Road project

Emergency Resolution 2017-31 Authorizing pre-application OPWC Grant for High Street project

Authorization of Invoices

6. Old Business:

Third Reading Ordinance 2017-06 amending and establishing a curfew for minors

Third Reading Ordinance 2017-07 setting rates of compensation for full-time employees

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](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Nicole Armstrong, Fiscal Officer  
Paul Revelson, Village Solicitor

**From:** Jerry Haddix, Village Administrator

**Date:** May 31, 2017

**Subject:** Patel Sanitary Sewer Agreement

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Attached is the final agreement with Kanta Oil, LLC for the sewer extension project to the Patel convenience store on State Route 22-3.

They will pay the \$10,000 sewer tap fee the first year. They will pay \$10,000 per year over the next nine (9) years. There is a mechanism where they would receive credit (not including the original tap fee) for future connections to the new line including any waived sewer tap fees that may be granted.

Let me know if you have any questions.



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

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
WITH KANTA OIL, LLC, ASHOK PATEL, AND VINAY PATEL RELATING TO  
THE INSTALLATION OF SEWER LINES, AND DECLARING AN EMERGENCY**

**WHEREAS**, Village staff have negotiated an Agreement, attached hereto as Exhibit A, which establishes terms for reimbursement of costs by Kanta Oil, LLC, Ashok Patel, and Vinay Patel ("Patel") to the Village for a sewer line extension to property located on State Route 22&3; and,

**WHEREAS**, immediate action is required as Patel has received an extension that will expire on or about June 2, 2017 to close on the 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, at least two-thirds of all members elected thereto concurring:

**Section 1.** The Village Council does hereby authorize the Mayor the attached Agreement, as approved as to form by the Village Solicitor, attached hereto and incorporated by reference.

**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 1st day of June, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk

\_\_\_\_\_  
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**

This AGREEMENT (hereinafter, this “Agreement”) is made as of May \_\_, 2017, by and between the **VILLAGE OF SOUTH LEBANON, OHIO**, an Ohio incorporated municipality (the "Village") and **KANTA OIL, LLC**, an Ohio Limited Liability Company, **ASHOK PATEL**, an individual, and **VINAY PATEL**, an individual (**collectively “Patel”**), **their successors and assigns**. The Village and Patel agree as follows:

### **W I T N E S S E T H:**

**WHEREAS**, the Village and Timothy E. Books and Mary Kay Books (“Books”) entered into an agreement in 2011 (“Pre-Annexation Agreement”), attached hereto as Exhibit A, regarding the annexation of Books’ parcel located at 720 Route 22&3 Maineville, OH 45039 (“the Property”) (23.204 acres) (a legal description of the aforementioned parcel is attached hereto as Exhibit B); and

**WHEREAS**, the Pre-Annexation Agreement provided that the Village would provide public sanitary sewer service to the Property, and that the cost for providing said service “will be determined by agreement of Books and South Lebanon”; and

**WHEREAS**, Books has entered into a contract with Patel to purchase the Property; and



**WHEREAS**, the Village and Patel now desire to enter into this Agreement to determine the parties responsible for the cost of providing public sanitary sewer service to the Property as provided in the Pre-Annexation Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein, the Village and Patel hereby covenant, warrant, and agree, as follows:

### **TERMS**

1. Patel shall pay to the Village the amount of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) to offset the cost of providing public sanitary sewer service to the Property in a capacity sufficient for commercial use.
2. Said \$100,000.00 shall be paid in ten (10) annual installments of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00). Payments shall be made annually to the Village on the 1<sup>st</sup> day of the month beginning in the month after this Agreement is executed and Patel closes on the purchase of the Property.
3. The first installment payment shall be credited towards the Patel's required sewer tap fee as stated in Ordinance No. 2006-09 or any superseding ordinances or resolutions adopted by the Village.
4. Should the installation of public sanitary sewer service be delayed so that sanitary sewer service cannot not be provided to the Property within twelve months from the date of execution of this Agreement, then Patel shall have the option to terminate this Agreement. The Village has, upon execution of this Agreement, approved the legislation to appropriate funds to enter into the necessary contract to install the sewer service to the Property. The



Schedule for completing the sewer project with service to the Property is attached hereto as Exhibit C.

#### **FUTURE THIRD PARTY TAP-INS AND CONNECTION CHARGES**

1. The charges stated herein are established as an equitable means for recovery of a portion of the costs to be incurred by Patel in construction of the sewer line to the Property. The Village agrees that it will pay the "Connection Charge," as defined herein, as reimbursement for the payments made and to be made by Patel, as provided in the terms above, to Patel for parcels that are directly connected to the sewer line installed for the Property, assuming the sewer line extension, as installed, has the capacity for the development on said parcels.
2. The "Connection Charge" means:
  - a. The "Agreed Percentage" of any funds received by the Village from sewer tap fees, as set forth in Village of South Lebanon, Ohio Ordinance No. 2006-09 or any superseding ordinances or resolutions adopted by the Village.
  - b. The "Agreed Percentage" shall be equal to the percentage determined by dividing \$90,000 by the total cost the Village agrees to pay for the sewer project provided for in this Agreement. Such total cost shall include ROW easement acquisitions, engineering and survey fees, and the actual cost for construction and installation of the sanitary sewer. The Village will confirm the cost for the service project to Patel



once the Village enters into the necessary agreements for design, installation and construction of the sanitary sewer line.

3. Any amounts collected by the Village pursuant this section shall be paid to Patel within thirty (30) days. The Village shall provide an accounting of Connection Charges collected by the Village at the reasonable request of Patel from time-to-time. The obligation to collect the Connection Charge delineated in this Agreement shall expire upon receipt by Patel of Connection Charge payments totaling \$90,000. Even if the Connection Charges collected for sewer taps during the applicable periods as stated in this Agreement total less than \$90,000.00 the Village shall have no further payment obligations to Patel with respect to Connection Charges.
4. The Village's responsibility to pay the Connection Charge to Patel as stated herein shall expire ten (10) years from the date of this Agreement.
5. Should Patel sell or convey the Property to an unrelated third party purchaser, the provisions in this section shall terminate and the Village shall not be liable to Patel or any transferee of the Property for any Connection Charges.
6. Should the Village waive any sanitary sewer tap fees for direct connections into the sewer extension, Patel shall be entitled to receive a credit for a percentage of the Connection Charge on the next annual installment as if the Village had not waived any sewer tap fee.

#### **MISCELLANEOUS PROVISIONS**

1. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and except as expressly provided herein



any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement unless such subsequent agreement is in writing and signed by the Parties. All previous contracts, warranties, communications, covenants, commitments, representations or agreements, whether written or oral, between and among the Parties and/or their attorneys, are superseded unless expressly incorporated and made a part of this Agreement. Except as expressly stated herein, the Parties bear no further responsibility whatsoever to each other.

2. Authority to Execute Agreement: Each Party and signatory to this Agreement represents and warrants that the signatory has authority from the Party to execute the Agreement.
3. Subsequent Litigation. If a dispute arises with regard to the interpretation, applicability, construction, meaning, purpose, enforcement, and/or definition of any term or provision in this Agreement, each Party shall bear its own attorney's fees and expenses in any litigation, proceeding, or negotiation related to such dispute. Each Party agrees that any litigation arising out of or related to this Agreement shall be tried to a court without a jury.
4. Significance of Recitals: The recitals at the beginning of this Agreement are intended to be covenants of the Parties, are a material part of this Agreement, and are binding on the Parties.
5. Headings: The headings of the Paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.
6. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of



the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would render the completion of the transactions contemplated hereby to be unreasonable.

7. Waiver. Neither any failure nor any delay by any party in exercising any right under this Agreement or any Ancillary Agreement will operate as a waiver of such right, and any waiver of a right must be in writing. Any waiver of a particular default, specific right or remedy, or any single or partial exercise of any right will preclude any other or further exercise of such right or any other right.
8. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Ohio. The parties stipulate hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement and all other matters arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.



**VILLAGE :**

**IN EXECUTION WHEREOF**, the Council of the Village of South Lebanon, has caused this Agreement to be executed by, James D. Smith, Mayor, on the date stated below, pursuant to Ordinance/Resolution #\_\_\_\_\_, dated \_\_\_\_\_, a copy of which is attached hereto.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: \_\_\_\_\_

Approved as to form:

PAUL R. REVELSON

VILLAGE SOLICITOR

VILLAGE OF SOUTH LEBANON, OHIO

\_\_\_\_\_

By: Paul R. Revelson, Village Solicitor

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



**IN EXECUTION WHEREOF**, Kanta Oil, LLC, an Ohio Limited Liability Company, Ashok Patel, and Vinay Patel, have caused this Agreement to be executed on the date stated below.

**Kanta Oil, LLC, an Ohio Limited  
Liability Company**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

\_\_\_\_\_

Ashok Patel

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

\_\_\_\_\_

Vinay Patel

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



## **EXHIBIT A**

[copy of 2001 Pre-Annexation Agreement]



## **EXHIBIT B**

[legal description for 23.204 acre tract encompassing Property]



## **EXHIBIT C**

[schedule for Sewer Project]



EXHIBIT "A"

**AGREEMENT**

This Agreement made on this 5<sup>th</sup> day of August, 2011, by and between the Village of South Lebanon, an Ohio municipal corporation ("South Lebanon") and Timothy E. Books and Mary Kay Books ("Books") for the purpose of providing South Lebanon services to real estate owned by Books (the "Books Property") which real estate is more particularly described in "Schedule 1" attached hereto.

**WHEREAS**, Books seeks to obtain certain municipal services for the Books Property on a site near South Lebanon's service area which is currently not within the South Lebanon corporate limits; and

**WHEREAS**, South Lebanon requires that new users of South Lebanon municipal services be located within its corporate limits; and

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed by South Lebanon and Books that:

(1) **Commitments by Books**

(A) Books shall petition for annexation of all or part of the Books Property to South Lebanon at such time as South Lebanon may request annexation of all or part of the Books Property. Books shall, within thirty (30) days following receipt of any written request for annexation from South Lebanon, cause a petition to be filed with the Warren County Commissioners requesting annexation to South Lebanon and will support such petition in any and all proceedings before the Warren County Commissioners and such other actions and/or proceedings as may be necessary to accomplish annexation of all or part of the Books Property to South Lebanon.

(B) Books may petition for annexation of all or part of the Books Property to South Lebanon at any time they deem annexation appropriate and South Lebanon will support the petition in any and all proceedings before the Warren County Commissioners and such other actions and/or proceedings as may be necessary to accomplish annexation of all or part of the Books Property to South Lebanon.

(C) Upon annexation and development of the Books Property, Books shall be responsible for any tap-in fees as may then be required.



(2) Commitments by South Lebanon

The Books property (now in Hamilton Township) is designated for rural residential uses on the Warren County Comprehensive Plan. South Lebanon agrees that upon annexation to South Lebanon and upon the request of Books, the recommendation for zoning for the Books property from South Lebanon Staff will be commercial zoning, which zoning is consistent with adjoining U.S. Route 22 & 3 properties at the Cochran Road intersection in the Warren County Comprehensive Plan. The need for and the cost of public sanitary service to the Books Property will be determined by agreement of Books and South Lebanon.

(3) Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

(4) Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

(5) Wording


Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures hereto.


(6) Construction/Entire Agreement


This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement shall constitute the entire agreement of South Lebanon and Books and no oral, verbal or implied agreement or understanding shall cancel, modify or vary the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

VILLAGE OF SOUTH LEBANON,  
OHIO

  
By: Jim Smith, Mayor

  
Timothy E. Books

  
Mary Kay Books



**EXHIBIT**

tabbles

B**EXHIBIT 'A'**

File No.: 50992051LA (1b)  
Property: 720 E US 22 AND 3, Morrow, OH 45152

SITUATE IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING A PART OF MILITARY SURVEY #1546 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE 3C HIGHWAY SAID BEGINNING POINT BEARS SOUTH 70 DEGREES, 55' WEST, 714.2 FEET FROM THE SOUTHEAST CORNER OF GRANTOR ALMA BURKES LAND, SAID SOUTHEAST CORNER BEING IN THE CENTER OF THE 3C HIGHWAY; RUNNING THENCE WITH THE CENTER OF SAID HIGHWAY, SOUTH 70 DEGREES, 55' WEST, 250 FEET TO A POINT BY NEW DIVISION LINES; (1) NORTH 19 DEGREES, 05' WEST (PASSING RODS AT 33 FEET AND 300 FEET), 325 FEET TO AN IRON ROD; (2) NORTH 70 DEGREES 55' EAST, 250 FEET TO AN IRON ROD; (3) SOUTH 19 DEGREES 05' EAST (PASSING AN IRON ROD AT 292 FEET), 325 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.865 ACRES.

A.P.N. 17364010118

**DESCRIPTION NOT  
FOR TRANSFER**

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

BOOKS  
50992051

FIRST AMERICAN-ELS  
MORTGAGE

OH



## **EXHIBIT “C”**

### **ROUTE 22-3 SANITARY SEWER EXTENSION**

#### **PROJECT SCHEDULE**

- |                                      |                    |
|--------------------------------------|--------------------|
| • Topographic Survey/Bae Mapping     | 6/5/17 – 7/3/17    |
| • Project Design                     | 7/4/17 – 8/18/17   |
| • Easement Preparation & Acquisition | 8/19/17 – 10/13/17 |
| • Permitting                         | 8/19/17 – 9/22/17  |
| • Bidding/Contract Award             | 9/25/17 – 10/13/17 |
| • Construction                       | 10/16/17 – 1/5/18  |
| • Final Testing & connections        | 12/15/17 – 1/5/18  |
| • Project closeout                   | 2/28/17            |





Village of South Lebanon  
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513-494-2296  
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## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Nicole Armstrong, Fiscal Officer  
Paul Revelson, Village Solicitor

**From:** Jerry Haddix, Village Administrator

**Date:** May 31, 2017

**Subject:** 496 Mary Lane Sheriff's Sale

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Paul has prepared a resolution for authorizing him to bid on the property at 496 Mary Lane that is scheduled for Sheriff's Sale auction on June 5<sup>th</sup>. In Section 1, he left a blank for the maximum bid. I would recommend setting that at \$12,000 which is the minimum bid.

Let me know if you have any questions.



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

**A RESOLUTION AUTHORIZING THE VILLAGE SOLICITOR TO BID AT  
SHERIFF'S SALE FOR THE PURCHASE OF THE REAL ESTATE LOCATED AT 496  
MARY LANE, SOUTH LEBANON, OH, AND DECLARING AN EMERGENCY**

**WHEREAS**, the real estate located at 496 Mary Lane is currently vacant and within the Village limits; and

**WHEREAS**, there is a pending Warren County Common Pleas Court case involving the real estate, specifically Jim Aumann, Warren County Treasurer v. Greg Dunham, Case No. 16CV88471; and,

**WHEREAS**, the sheriff's sale date for 496 Mary Lane is scheduled for June 5, 2017, with an opening bid of \$12,000 as set by the Court pursuant to Ohio law; and,

**WHEREAS**, the Council believes it is in the interest of public health, safety, and welfare of the citizens of the Village to acquire the property at sheriff sale ; and,

**WHEREAS**, should the Village acquire the property, the Village intends on requesting funds from the Warren County Neighborhood Stabilization Program to demolish the structure; and

**WHEREAS**, immediate action is required as the sheriff's sale is on June 5, 2017, 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.** The Village hereby authorizes the Village Solicitor to attend the sheriff's sale on its behalf and make the minimum \$12,000 bid and up to \_\_\_\_\_ for the purchase of 496 Mary Lane.

**Section 2.** The Village Fiscal Officer shall execute a check payable to the Warren County Sheriff for 10% of the winning bid, if applicable, which represents the deposit required to be at the time of purchase pursuant to Ohio law.



**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 \_\_\_\_ day of June, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk

\_\_\_\_\_  
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





Village of South Lebanon  
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## MEMORANDUM

**To:** Mayor & Village Council  
**CC:** Nicole Armstrong, Fiscal Officer  
**From:** Jerry Haddix, Village Administrator  
**Date:** May 31, 2017  
**Subject:** OPWC Pre-Applications

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Attached are resolutions for the submittal of two (2) Ohio Public Works Commission (OPWC) pre-applications for 2019. These are due on June 9. The applications are for 1) Mason-Morrow-Millgrove-Road (M-M-M); and 2) High Street Phase 2.

### **M-M-M Road**

Last year, we submitted a pre-app for the project. Unfortunately, it appears that we didn't score high enough to receive funding. Here is a breakdown of the proposed budget:

\$474,992	OPWC Request
\$250,000	Pledged Riverside TIF funding
<u>\$85,000</u>	Village funds
<b>\$809,992</b>	<b>TOTAL PROJECT COST</b>

Based on the scoring criteria, we can get additional points in a couple of categories. By adding \$85,000 to the local share we gained an additional 2 points. Also, if we contract with an engineer and promise to have at least 60% of the design complete by next summer, we would get an additional 10 points & almost guarantee funding. The \$85,000 in local funds can also pay for the engineering.



### **HIGH STREET Phase 2**

This project would be a continuation of last year's High Street project. This would be the reconstruction of High St. from Forrest to Broadway including the replacements of water & sewer lines as well. I am also seeking Community Development Block Grant (CDBG) funds from the County for this project. Here is the proposed budget:

\$261,650	OPWC Request
\$80,000	CDBG funds
<u>\$155,000</u>	local (water, sewer, street)
<b>\$496,650</b>	<b>TOTAL PROJECT COSTS</b>

If we commit to the engineering as in the M-M-M project, I think we would score in the low 60's which would be close to the cutoff of funding depending how other applications score.

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 A PRE-APPLICATION TO THE OHIO PUBLIC WORKS  
COMMISSION FOR A GRANT FOR THE MASON-MORROW-MILLGROVE  
ROAD PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the State of Ohio Public Works Commission (OPWC) offers a state capital improvement and/or local transportation improvement program to provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

**WHEREAS**, the Village of South Lebanon is planning to make capital improvements for the Mason-Morrow-Millgrove Road Project; and,

**WHEREAS**, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the OPWC program; and,

**WHEREAS**, immediate action is required for the Village to timely submit a pre-application to OPWC by June 9, 2017, and the construction of the Mason-Morrow-Millgrove Road Project is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council approves, and further authorizes the Mayor and Fiscal Officer to execute the OPWC pre-application for a combination grant/loan for the Mason-Morrow-Millgrove Road Project in the Village of South Lebanon, a copy of which is attached hereto.

**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 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 1<sup>st</sup> day of June, 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: June 1, 2017



VILLAGE OF SOUTH LEBANON  
MASON-MORROW-MILLGROVE ROAD RECONSTRUCTION - PHASE 1  
PRELIMINARY CONSTRUCTION ESTIMATE

May 30, 2017

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST
<b>ROADWAY</b>					
201	CLEARING AND GRUBBING	LUMP	1	\$5,000.00	\$5,000.00
202	REMOVALS	LUMP	1	\$8,000.00	\$8,000.00
203	EXCAVATION, INCLUDING EMBANKMENT CONSTRUCTION	C.Y.	5900	\$15.00	\$88,500.00
204	EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT	C.Y.	700	\$40.00	\$28,000.00
608	4" CONCRETE WALK	S.F.	500	\$10.00	\$5,000.00
608	CURB RAMPS WITH TRUNCATED DOMES	S.F.	200	\$20.00	\$4,000.00
202	CURB REMOVED	FT.	100	\$4.00	\$400.00
609	CURB REPLACED, IN-KIND	FT.	100	\$40.00	\$4,000.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$7,000.00	\$7,000.00
<b>SUBTOTAL</b>					<b>\$149,900.00</b>
<b>EROSION CONTROL</b>					
659	SEEDING AND MULCHING	S.Y.	11500	\$1.50	\$17,250.00
832	STORM WATER POLLUTION PREVENTION PLAN	LUMP	1	\$3,000.00	\$3,000.00
832	EROSION CONTROL	EACH	5000	\$1.00	\$5,000.00
<b>SUBTOTAL</b>					<b>\$25,250.00</b>
<b>DRAINAGE/UTILITIES</b>					
202	PIPE REMOVED	FT.	100	\$20.00	\$2,000.00
811	4" SDR-35 PVC CONDUIT	FT.	100	\$15.00	\$1,500.00
811	6" SDR-35 PVC CONDUIT	FT.	100	\$20.00	\$2,000.00
811	8" SDR-35 PVC CONDUIT	FT.	100	\$25.00	\$2,500.00
811	STORM SEWER RCP CL-IV	FT.	400	\$100.00	\$40,000.00
811	TYPE 2-2B CATCH BASIN	EACH	6	\$2,200.00	\$13,200.00
<b>SUBTOTAL</b>					<b>\$61,200.00</b>
<b>PAVEMENT</b>					
204	SUBGRADE COMPACTION	S.Y.	8850	\$1.00	\$8,850.00
301	ASPHALT CONCRETE BASE, PG 64-22	C.Y.	1310	\$140.00	\$183,400.00
304	AGGREGATE BASE	C.Y.	1450	\$40.00	\$58,000.00
407	TACK COAT, TRACKLESS TACK, SURFACE COURSE	GAL.	664	\$5.00	\$3,320.00
441	ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1, (448)	C.Y.	431	\$200.00	\$86,200.00
441	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448) PG 64-22	C.Y.	308	\$200.00	\$61,600.00
452	7" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	100	\$70.00	\$7,000.00
<b>SUBTOTAL</b>					<b>\$408,370.00</b>
<b>TRAFFIC CONTROL</b>					
630	SIGNAGE	LUMP	1	\$2,000.00	\$2,000.00
630	STRIPING/PAVEMENT MARKINGS	LUMP	1	\$6,000.00	\$6,000.00
<b>SUBTOTAL</b>					<b>\$8,000.00</b>
<b>MAINTENANCE OF TRAFFIC</b>					
614	MAINTAINING TRAFFIC	LUMP	1	\$20,000.00	\$20,000.00
614	DETOUR SIGNING	LUMP	1	\$3,000.00	\$3,000.00
<b>SUBTOTAL</b>					<b>\$23,000.00</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$675,720.00</b>
<b>10% CONTINGENCY</b>					<b>\$67,572.00</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$743,292.00</b>
<b>SURVEYING, ENGINEERING, AND CONSTRUCTION OBSERVATION</b>					<b>\$66,700.00</b>
<b>GRAND TOTAL</b>					<b>\$809,992.00</b>

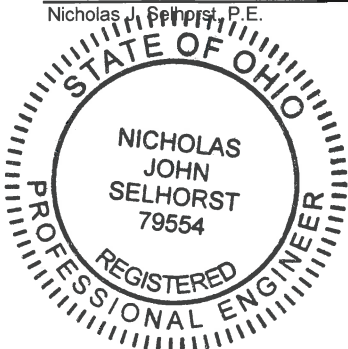


*Nick Selhorst*

5-30-17

Nicholas J. Selhorst, P.E.

Date



We make no warranty, express or implied, that the actual construction cost of the Work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

Component	Useful Life	Estimate Cost	Weighted Useful Life
Reconstruction	30 years	\$417,400.00	\$12,522,000.00
Resurfacing	12 years	\$159,120.00	\$1,909,440.00
Sewer	50 years	\$61,200.00	\$3,060,000.00
Water	50 years	\$0.00	\$0.00
		\$637,720.00	\$17,491,440.00

Average weighted useful life of total project =

27  
YEARS



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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL  
OFFICER TO EXECUTE A PRE-APPLICATION TO THE OHIO PUBLIC WORKS  
COMMISSION FOR A GRANT FOR THE HIGH STREET RECONSTRUCTION  
PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the State of Ohio Public Works Commission (OPWC) offers a state capital improvement and/or local transportation improvement program to provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

**WHEREAS**, the Village of South Lebanon is planning to make capital improvements for the High Street Reconstruction Project; and,

**WHEREAS**, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the OPWC program; and,

**WHEREAS**, immediate action is required for the Village to timely submit a pre-application to OPWC by June 9, 2017, and the construction of the High Street Reconstruction Project is necessary in order to preserve the public peace, health, safety or welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council approves, and further authorizes the Mayor and Fiscal Officer to execute the OPWC pre-application for a combination grant for the High Street Reconstruction Project in the Village of South Lebanon, a copy of which is attached hereto.

**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 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 1<sup>st</sup> day of June, 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: June 1, 2017



VILLAGE OF SOUTH LEBANON  
HIGH STREET RECONSTRUCTION PHASE 2 - (FORREST TO BROADWAY)  
PRELIMINARY CONSTRUCTION ESTIMATE

May 30, 2017

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST
<b>ROADWAY</b>					
201	CLEARING AND GRUBBING	LUMP	1	\$5,000.00	\$5,000.00
202	REMOVALS	LUMP	1	\$10,000.00	\$10,000.00
202	WALK REMOVED	S.F.	1750	\$4.00	\$7,000.00
608	4" CONCRETE WALK	S.F.	2800	\$7.00	\$19,600.00
608	CURB RAMPS WITH TRUNCATED DOMES	S.F.	400	\$18.00	\$7,200.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$5,000.00	\$5,000.00
<b>SUBTOTAL</b>					<b>\$53,800.00</b>
<b>EROSION CONTROL</b>					
659	SEEDING AND MULCHING	S.Y.	600	\$5.00	\$3,000.00
832	STORM WATER POLLUTION PREVENTION PLAN	LUMP	1	\$3,000.00	\$3,000.00
832	EROSION CONTROL	EACH	2000	\$1.00	\$2,000.00
<b>SUBTOTAL</b>					<b>\$8,000.00</b>
<b>DRAINAGE/UTILITIES</b>					
202	PIPE REMOVED	FT.	100	\$20.00	\$2,000.00
202	CURB REMOVED	FT.	750	\$4.00	\$3,000.00
609	TYPE 2 COMBINATION CURB AND GUTTER	FT.	750	\$20.00	\$15,000.00
811	4" SCHEDULE-40 PVC CONDUIT	FT.	800	\$21.00	\$16,800.00
811	6" SCHEDULE-40 PVC CONDUIT	FT.	800	\$25.00	\$20,000.00
811	STORM SEWER RCP CL-IV	FT.	100	\$100.00	\$10,000.00
811	6" STORM SEWER LATERALS	FT.	50	\$60.00	\$3,000.00
811	TYPE 1 CATCH BASIN	EACH	4	\$2,200.00	\$8,800.00
811	TYPE 3 STORM SEWER MANHOLE	EACH	2	\$4,000.00	\$8,000.00
SPEC	UTILITY RELOCATIONS	LUMP	1	\$25,000.00	\$25,000.00
<b>SUBTOTAL</b>					<b>\$111,600.00</b>
<b>PAVEMENT</b>					
203	EXCAVATION, INCLUDING EMBANKMENT CONSTRUCTION	C.Y.	1000	\$18.00	\$18,000.00
204	SUBGRADE COMPACTION	S.Y.	1600	\$1.00	\$1,600.00
204	EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT	C.Y.	140	\$50.00	\$7,000.00
301	ASPHALT CONCRETE BASE, PG 64-22	C.Y.	130	\$185.00	\$24,050.00
304	AGGREGATE BASE	C.Y.	445	\$40.00	\$17,800.00
407	TACK COAT, TRACKLESS TACK, SURFACE COURSE	GAL.	120	\$5.00	\$600.00
441	ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1, (448)	C.Y.	78	\$250.00	\$19,500.00
441	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448) PG 64-22	C.Y.	56	\$250.00	\$14,000.00
452	6" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	20	\$65.00	\$1,300.00
<b>SUBTOTAL</b>					<b>\$103,850.00</b>
<b>WATER WORKS</b>					
202	VALVE BOX REMOVED	EACH	3	\$400.00	\$1,200.00
638	8" DIP CL 52 WATER MAIN	FT.	60	\$150.00	\$9,000.00
638	2" COPPER SERVICE BRANCHES	FT.	30	\$150.00	\$4,500.00
638	8" GATE VALVE	EACH	2	\$2,500.00	\$5,000.00
638	12" GATE VALVE	EACH	2	\$6,000.00	\$12,000.00
638	6" INSERTING VALVE	EACH	2	\$6,000.00	\$12,000.00
638	6" TAPPING SLEEVE AND VALVE	EACH	2	\$5,000.00	\$10,000.00
638	6" FIRE HYDRANT ASSEMBLY	EACH	1	\$5,500.00	\$5,500.00
638	FIRE HYDRANT REMOVED	EACH	1	\$1,000.00	\$1,000.00
<b>SUBTOTAL</b>					<b>\$60,200.00</b>
<b>SANITARY SEWER</b>					
811	6" SANITARY SEWER LATERALS	FT.	50	\$100.00	\$5,000.00
811	SANITARY MANHOLE	EACH	2	\$4,500.00	\$9,000.00
811	SANITARY SEWER	FT.	385	\$130.00	\$50,050.00
<b>SUBTOTAL</b>					<b>\$64,050.00</b>
<b>TRAFFIC CONTROL</b>					
630	SIGNAGE	LUMP	1	\$2,000.00	\$2,000.00
630	STRIPING	LUMP	1	\$2,000.00	\$2,000.00
<b>SUBTOTAL</b>					<b>\$4,000.00</b>
<b>MAINTENANCE OF TRAFFIC</b>					
614	MAINTAINING TRAFFIC	LUMP	1	\$12,000.00	\$12,000.00
614	DETOUR SIGNING	LUMP	1	\$2,000.00	\$2,000.00
<b>SUBTOTAL</b>					<b>\$14,000.00</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$419,500.00</b>
<b>10% CONTINGENCY</b>					<b>\$41,950.00</b>
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$461,450.00</b>
<b>SURVEYING, ENGINEERING, AND CONSTRUCTION OBSERVATION</b>					<b>\$35,200.00</b>
<b>GRAND TOTAL</b>					<b>\$496,650.00</b>

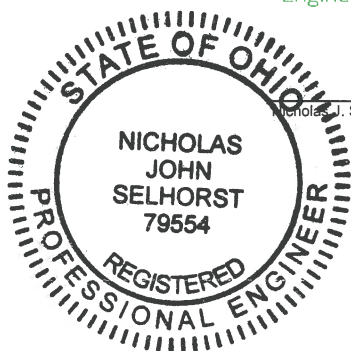
**ChoiceOne**  
Engineering

*Nicholas J. Selhorst*

5-30-17

We make no warranty, express or implied, that the actual construction cost of the Work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

SEAL:



Nicholas J. Selhorst, P.E.

Date

Component	Useful Life	Estimate Cost	Weighted Useful Life
Reconstruction	30 years	\$201,350.00	\$6,040,500.00
Resurfacing	12 years	\$38,100.00	\$457,200.00
Sewer	50 years	\$95,850.00	\$4,792,500.00
Water	50 years	\$60,200.00	\$3,010,000.00
		<b>\$395,500.00</b>	<b>\$14,300,200.00</b>

Average weighted useful life of total project =

36  
YEARS



**VILLAGE OF SOUTH LEBANON, OHIO**  
**ORDINANCE NO. 2017-\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 94-09 AND ESTABLISHING A  
CURFEW FOR MINORS**

**WHEREAS**, The Village of South Lebanon passed Ordinance No. 94-09, which established regulations for the curfew of minors within the municipal limits; and

**WHEREAS**, the Village of South Lebanon now desires to amend Ordinance No. 94-09.

**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.** The Village hereby amends Section I(b) as follows:

(a) "Minor" means any person under the age of eighteen years.

**Section 2.** The Village hereby amends Section V(b) as follows:

(b) Any parent who shall violate any provision of Section III, after having received notice of a prior violation as provided in subsection (a) hereof, shall be fined not more than one hundred dollars (\$100.00), together with costs.

**Section 3.** The Village hereby amends Section V(c) as follows:

(c) Any operator of an establishment and any agents or employees of any operator who shall violate the provisions of Section IV, shall be fined not more than one hundred (\$100.00), together with costs.

**Section 4.** That the Council is acting in its administrative capacity in passing this Resolution.

**Section 5.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**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 \_\_\_\_ day of \_\_\_\_\_, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer/Clerk          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



**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2017-05**

**AN ORDINANCE SETTING RATES OF COMPENSATION OF FULL-TIME  
EMPLOYEES OF THE VILLAGE OF SOUTH LEBANON**

**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,

**WHEREAS**, per the U.S. Department of Labor, the Consumer Price Index (CPI) for Cincinnati area has cumulatively increased 7.1% for calendar years 2012 through 2016; and

**WHEREAS**, Village employees have received a cumulative four percent (4%) increase in their rate of pay since December 15, 2011; and

**WHEREAS**, the Mayor is recommending an increase to the rate of compensation of the Village's full-time employees as established by Ordinance #2013-15, as amended; and,

**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 rate of compensation of the full-time employees of the Village of South Lebanon, beginning with the payroll period beginning the following Monday after the effective date, shall be as follows:.

**HOURLY EMPLOYEES:**

Tony Ledford	Superintendent	\$ 27.03
Chris Batchelder	Laborer II	\$ 22.52
Phil Kaufman	Water Specialist	\$ 22.74
Jim Coomer	Skilled Maintenance	\$ 22.85
Don Justison	Skilled Maintenance	\$ 21.12
Molly Corwin Hine	Tax Commissioner	\$ 19.27
Michele Sizemore	Tax Assistant	\$ 18.80
Amy Butler	Utilities Clerk	\$ 17.00
Brianna Yarbrough	Clerk of Court	\$ 17.51



SALARIED EMPLOYEES:

Jerry Haddix	Village Administrator	\$ 85,000.00
Nicole Armstrong	Fiscal Officer	\$ 58,000.00

**Section 2.** That Section 1 of Ordinance #2013-15 is hereby amended accordingly.

**Section 3.** That the Council is acting in its legislative capacity in approving this Ordinance.

**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 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 \_\_\_\_\_, 2017.

Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer      James D. Smith, Mayor

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



Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

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



**AGENDA**  
**WORKSHOP MEETING OF VILLAGE COUNCIL**  
**JUNE 1, 2017**  
**7:00 P.M.**

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
  - a. Mayor
  - b. Fiscal Officer
  - c. Solicitor
  - d. Administrator
  - e. Sgt.
  - f. Council Members
8. Adjournment