

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**FEBRUARY 1, 2018**  
**6:30 P.M.**

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

Linda Allen	Bryan Corcoran
James Boerio	Bill Madison
Linda Burke	Rolin Spicer
3. Guests:            Sheriff Larry Sims, Warren County Sheriff
4. Floor open to the public:
5. New Business:  

Emergency Ordinance accepting annexation  
of 222.745+/- acres in Hamilton Township

Emergency Ordinance adopting 2018 Ohio  
Basic Code

Emergency Resolution approving Amendment  
#1 to purchase agreement with Charity Bishop

First Reading -Resolution of intent to sell  
items on Govdeals.com

Authorization of Invoices
6. Old Business:    Third Reading – Resolution 2018-2 authorizing contract with  
                             Rozzi's Famous Fireworks for fireworks display on July 4<sup>th</sup>  
                             in 2018 and 2019
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, OHIO  
RESOLUTION NO. 2018-2**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND  
FISCAL OFFICER TO EXECUTE A DISPLAY CONTRACT WITH ROZZI'S  
FAMOUS FIREWORKS FOR A FIREWORKS DISPLAY IN THE VILLAGE ON JULY  
4<sup>TH</sup>, 2018 AND JULY 4<sup>TH</sup>, 2019**

**WHEREAS**, the Council desires to have a fireworks display in the Village for its citizens on the 4<sup>th</sup> of July, 2018 and July 4<sup>th</sup>, 2019, and,

**WHEREAS**, Rozzi's Famous Fireworks desires to provide such a 4<sup>th</sup> of July fireworks display, and has tendered a Display Contract to the Village for execution, a copy of which is attached hereto; and,

**WHEREAS**, the Display Contract price is \$8,800.00 per display, subject to certain adjustments should the display be canceled or postponed; and,

**WHEREAS**, the Union Township Board of Trustees desire to participate in the said fireworks display, including paying one-half the costs under the terms of the Display Contract.

**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 Display Contract subject to the Village Solicitor approving as to form.

**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

\_\_\_\_\_  
James D. Smith, Mayor

Rules Suspended:   /   /2018 (if applicable)

Effective Date –   /   /2018

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

First Reading –   /   /2018

Effective Date –   /   /2018

Second Reading –   /   /2018

Third Reading–   /   /2018

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

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date:   /   /2018

**ROZZI dba ROZZIS' FAMOUS FIREWORKS  
DISPLAY CONTRACT**

This Agreement entered into this 16<sup>th</sup>, day of November 2017 by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Village of South Lebanon, OH** ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 4<sup>th</sup>, day of July 2018 & the 4<sup>th</sup>, day of July 2019 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display such event. In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 4<sup>th</sup>, 2018 & July 4<sup>th</sup>, 2019 at the location of **Rogers Park, South Lebanon, OH** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2006 edition, ORC §3743.54, FM 1307, and the local regulations required by the AHJ. **Please specify a rain out date:** \_\_\_\_\_
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$8800.00** for the 2018 display and \$8800.00 for the 2019 display, for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: \$1760.00 due February 10<sup>th</sup>, 2018, the balance of \$7040.00 to be paid within 10 days after completion of each display. Buyer agrees to pay all onsite fire fees.
6. **July 4<sup>th</sup>, 2019 deposit of \$1760 due February 10, 2019 and balance of \$7040. Due 10 days after completion of the display.**
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
  - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
  - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
  - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.



8. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2006 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
9. This Agreement shall not be construed to create a partnership between the parties hereto.
10. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017

SELLERS:

ROZZIS' FAMOUS FIREWORKS

By \_\_\_\_\_

Nancy M Rozzi

Its \_\_\_\_\_

President

BUYER:

\_\_\_\_\_  
(Name of Buyer)

By \_\_\_\_\_

Its \_\_\_\_\_



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

**From:** Jerry Haddix, Village Administrator

**Date:** January 30, 2018

**Subject:** River Corridor Annexation Ordinance

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Attached is an ordinance the River Corridor Annexation of 222.745 acres in Hamilton Township. The County Commissioners approved the annexation on November 28, 2017, and the Commissioners Clerk delivered the record of the proceedings to the Village Fiscal Officer on November 30, 2017. Per ORC 709.04, after sixty (60) days from the date of the delivery, the Village Council can officially accept the annexation. It is presented as an emergency ordinance primarily to allow for Village planning & zoning to begin on the annexed properties immediately.

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

**VILLAGE OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2018-\_\_**

**AN ORDINANCE ACCEPTING THE ANNEXATION OF 222.745± ACRES  
IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO TO THE  
VILLAGE OF SOUTH LEBANON, OHIO  
AND DECLARING AN EMERGENCY**

**WHEREAS**, a petition for annexation of approximately 222.745± acres in Hamilton Township, Warren County to the Village of South Lebanon described in attached Exhibit A and shown on the map or plat attached as Exhibit B was filed with the Warren County Board of County Commissioners on November 1, 2017. The petition followed the expedited type 2 annexation process provided for in Ohio Revised Code Section 709.023; and

**WHEREAS**, the petition was signed by all of the owners of real estate in the unincorporated territory of the township proposed for annexation; and

**WHEREAS**, by resolution adopted on November 28, 2017, the Board of County Commissioners of Warren County, Ohio approved the annexation of that 222.745± acres in Hamilton Township to the Village of South Lebanon, Ohio; and

**WHEREAS**, the clerk of the Warren County Board of County Commissioners had a certified copy of the record of the annexation proceedings, including all resolutions of the Board held in connection with the 222.745± acre annexation, delivered to the Village Fiscal Officer on November 30, 2017; and

**WHEREAS**, more than sixty (60) days from the date of delivery of the record of the annexation proceedings to the Village has elapsed in accordance with provisions of Section 709.04 of the Ohio Revised Code and the Village Fiscal Officer has now laid the resolution of the Warren County Board of County Commissioners granting the annexation and the annexation papers before Council at this next regular scheduled meeting to accept or reject the petition for annexation; and

**WHEREAS**, it is the desire of the owners, and in the interest of the Village, that all municipal ordinances and powers be immediately effective in the annexed territory, that Village services be immediately available to the territory and that the territory immediately be within the Village so that the Village can begin providing services and for the preservation of the public peace, health, safety and welfare of the annexation territory, the Village and its residents.

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

**Section 1.** The annexation of 222.745± acres described in Exhibit “A” and shown on the map or plat labeled Exhibit “B” previously approved by the Warren County Board of County Commissioners by Resolution No. 17-1894 on November 28, 2017 be and is hereby accepted by the Village.

**Section 2.** The Village Fiscal Officer is hereby directed to make three copies containing the petition, the map or plat accompanying the petition, a transcript of the proceedings of the Board of County Commissioners, and resolutions and ordinances in relation to the annexation, including this Ordinance. The Fiscal Officer shall then deliver one certified copy to the Warren County Recorder for recording it in the recorder’s official records. The other two copies shall be certified by the Fiscal Officer and forwarded to the Ohio Secretary of State and the Warren County Auditor. The Fiscal Officer shall pay any associated fees and costs and to take any other action required by statute.

**Section 3.** The Village Fiscal Officer is further directed to notify the Warren County Board of Elections of the changes in the boundaries of the Village in writing which shall include a certified copy of this ordinance with its attached exhibits including the annexation plat and legal description within thirty (30) days of the adoption of this ordinance.

**Section 4.** This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the Village and its residents for the reason the annexation territory has an immediate need for Village services, the owners of the annexation territory desire to have the property immediately subject to the Village’s authority and for Village services immediately available to the property. In addition, it is in the interest of the Village and its residents and inhabitants to have its municipal ordinances, powers and services immediately applied throughout the municipality without delay, including in newly annexed territories.

Adopted this \_\_\_\_\_ day of February, 2018.

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

\_\_\_\_\_  
James D. Smith, Mayor

Rules Suspended:    /    /2018 (if applicable)	Effective Date –    /    /2018
Vote - _____ Yeas _____ Nays	
First Reading –    /    /2018	Effective Date –    /    /2018
Second Reading –    /    /2018	
Third Reading–    /    /2018	
Vote - _____ Yeas _____ Nays	

Approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

Date: \_\_\_\_/\_\_\_\_/2018

**DESCRIPTION FOR:** Village of South Lebanon Annexation

**LOCATION:** River Corridor Area  
222.745 Acres

Situate in Military Survey Numbers 1547 & 1548, Hamilton Township, Warren County, Ohio and being more particularly described as follows:

Beginning at a point in the existing corporation line of the Village of South Lebanon located at the intersection of the north line of said Military Survey Number 1547 with the south right-of-way line of State Route 48 (currently 80 feet in width);

Thence along the south right-of-way line of said State Route 48 and in part, with said corporation line, South  $24^{\circ}06'56''$  East, 634.85 feet to the south line of lands conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913 (all records of the Warren County, Ohio Recorder's Office);

Thence along lines of said State of Ohio Department of Natural Resources, the following thirteen (13) courses and distances:

- 1.) Along an arc deflecting to the left, having a central angle of  $02^{\circ}55'30''$ , a radius of 1242.84 feet and a length of 63.45 feet. The chord of said arc bears South  $84^{\circ}50'13''$  West, 63.44 feet;
- 2.) Along an arc deflecting to the left, having a central angle of  $21^{\circ}14'06''$ , a radius of 1234.57 feet and a length of 457.55 feet. The chord of said arc bears South  $73^{\circ}00'39''$  West, 454.94 feet;
- 3.) South  $62^{\circ}23'36''$  West, 261.38 feet;
- 4.) South  $62^{\circ}10'19''$  West, 197.39 feet;
- 5.) Along an arc deflecting to the right, having a central angle of  $34^{\circ}05'00''$ , a radius of 2257.74 feet and a length of 1343.05 feet. The chord of said arc bears South  $79^{\circ}12'49''$  West, 1323.34 feet;
- 6.) North  $83^{\circ}44'41''$  West, 313.69 feet;
- 7.) Along an arc deflecting to the left, having a central angle of  $116^{\circ}54'39''$ , a radius of 992.31 feet and a length of 2024.79 feet. The chord of said arc bears South  $37^{\circ}47'59''$  West, 1691.36 feet;
- 8.) South  $20^{\circ}39'21''$  East, 335.00 feet;
- 9.) South  $79^{\circ}00'01''$  East, 24.70 feet;
- 10.) South  $20^{\circ}39'21''$  East, 260.00 feet;
- 11.) Along an arc deflecting to the right, having a central angle of  $24^{\circ}24'00''$ , a radius of 2002.56 feet and a length of 852.81 feet. The chord of said arc bears South  $08^{\circ}27'21''$  East, 846.38 feet;
- 12.) South  $03^{\circ}44'39''$  West, 530.01 feet;

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- 13.) Along an arc deflecting to the right, having a central angle of  $41^{\circ}19'03''$ , a radius of 1474.26 feet and a length of 1063.13 feet. The chord of said arc bears South  $24^{\circ}24'11''$  West, 1040.24 feet;

Thence continuing in part, with a line of said State of Ohio Department of Natural Resources, and in part with a northeast line of lands conveyed to State of Ohio Department of Natural Resources by deed recorded in Official Record 269, Page 464, South  $56^{\circ}11'17''$  East, 672.09 feet;

Thence continuing along lines of said State of Ohio Department of Natural Resources, South  $64^{\circ}22'37''$  East, 94.31 feet and South  $48^{\circ}57'38''$  West, 1127.20 feet to a north corner of lands conveyed to State of Ohio Department of Natural Resources by deed recorded in Official Record 248, Page 740;

Thence with lines of said State of Ohio Department of Natural Resources, the following eleven (11) courses and distances:

- 1.) South  $87^{\circ}48'22''$  East, 558.40 feet;
- 2.) South  $07^{\circ}40'43''$  West, 929.34 feet;
- 3.) North  $65^{\circ}57'41''$  East, 515.43 feet;
- 4.) North  $36^{\circ}02'33''$  East, 206.87 feet;
- 5.) North  $68^{\circ}32'33''$  East, 208.29 feet;
- 6.) North  $86^{\circ}37'38''$  East, 180.50 feet;
- 7.) South  $78^{\circ}35'42''$  East, 82.49 feet;
- 8.) South  $03^{\circ}24'48''$  West, 140.61 feet;
- 9.) North  $75^{\circ}08'13''$  West, 195.31 feet;
- 10.) South  $73^{\circ}15'42''$  West, 69.57 feet;
- 11.) South  $23^{\circ}47'37''$  West, 275.21 feet to the north corner of lands conveyed to Deborah L. Hamer, formerly known as Deborah L. Hillard, by deed recorded in Official Record 710, Page 635;

Thence with an east line of said Deborah L. Hamer, South  $07^{\circ}28'05''$  East, 229.53 feet;

Thence continuing with an east line of said Deborah L. Hamer and the extension thereof through lands conveyed to Terry L. Irwin, Trustee and Lea F. Irwin, Trustee by deed recorded in Document Number 2016-020785, South  $35^{\circ}05'03''$  West, 586.60 feet to the south line of a ten foot right-of-way and highway easement in Official Record 4398, Page 148;

Thence along the south line of said right-of-way and highway easement, the following three (3) courses and distances:

- 1.) South  $85^{\circ}47'42''$  East, 44.00 feet;
- 2.) South  $86^{\circ}02'20''$  East, 115.20 feet;
- 3.) South  $85^{\circ}57'40''$  East, 726.60 feet to a point in the east line of said Terry L. Irwin, Trustee and Lea F. Irwin, Trustee;

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Thence along lines of said Terry L. Irwin, Trustee and Lea F. Irwin Trustee, the following five (5) courses and distances:

- 1.) South 03°27'14" West, 1973.00 feet;
- 2.) North 86°32'46" West, 1666.50 feet;
- 3.) North 03°34'42" East, 836.80 feet;
- 4.) South 86°24'24" East, 451.69 feet;
- 5.) North 03°34'01" East, 1158.11 feet to the aforesaid south line of a ten foot right-of-way and highway easement;

Thence along the south line of said right-of-way and highway easement, South 86°38'43" East, 147.85 feet and South 85°47'42" East, 93.41 feet to a point in the extension of the west line of aforesaid Deborah L. Hamer;

Thence along said extension and west line of said Deborah L. Hamer, North 03°33'52" East, 491.30 feet to a southeasterly line of aforesaid State of Ohio Department of Natural Resources by deed recorded in Official Record 248, Page 740;

Thence along lines of said State of Ohio Department of Natural Resources, the following three (3) courses and distances:

- 1.) South 55°09'12" West, 315.23 feet;
- 2.) North 80°25'38" West, 170.28 feet;
- 3.) South 85°57'49" West, 263.39 feet to the northeasterly right-of-way line of Grandin Road (60' R/W);

Thence along the northeasterly right-of-way line of said Grandin Road, the following five (5) courses and distances:

- 1.) North 43°50'10" West, 33.03 feet;
- 2.) North 49°02'28" West, 287.85 feet;
- 3.) North 39°20'57" West, 328.64 feet;
- 4.) North 55°28'47" West, 284.08 feet;
- 5.) North 34°53'42" West, 390.20 feet;

Thence crossing said Grandin Road, on the extension of the southeasterly line of lands conveyed to Peter's Cartridge Factory, LLC by deed recorded in Document Number 2015-038091, and with said southeasterly line, South 45°35'22" West, 317.55 feet;

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Thence with lines of said Peter's Cartridge Factory, LLC, the following nine (9) courses and distances:

- 1.) North 76°28'42" West, 616.52 feet;
- 2.) North 00°57'08" East, 125.14 feet;
- 3.) North 79°57'42" West, 91.82 feet;
- 4.) North 84°03'12" West, 84.34 feet;
- 5.) North 64°21'57" West, 86.47 feet;
- 6.) North 16°34'42" West, 100.00 feet;
- 7.) South 79°55'48" West, 211.60 feet;
- 8.) North 87°54'12" West, 110.49 feet;
- 9.) North 07°01'02" West, 53.00 feet to a south line of aforesaid State of Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913;

Thence along south lines of said State of Ohio Department of Natural Resources, the following three (3) courses and distances:

- 1.) Along an arc deflecting to the right, having a central angle of 0°08'56", a radius of 1375.54 feet and a length of 3.57 feet. The chord of said arc bears South 83°47'04" West, 3.57 feet;
- 2.) South 83°51'32" West, 651.17 feet;
- 3.) Along an arc deflecting to the left, having a central angle of 23°20'04", a radius of 1156.24 feet and a length of 470.89 feet. The chord of said arc bears South 72°11'30" West, 467.65 feet to the northeast line of lands conveyed to Warren County, Ohio by deed recorded in Official Record 801, Page 956;

Thence along lines of said Warren County, Ohio, the following nine (9) courses and distances:

- 1.) South 59°06'08" East, 381.41 feet;
- 2.) South 32°31'50" West, 941.10 feet;
- 3.) North 57°28'10" West, 141.80 feet;
- 4.) South 32°31'50" West, 324.00 feet;
- 5.) South 57°28'10" East, 141.80 feet;
- 6.) South 32°31'50" West, 81.30 feet;
- 7.) South 57°28'10" East, 12.00 feet;
- 8.) South 32°30'22" West, 307.11 feet;
- 9.) North 58°16'32" West, 450.41 feet to a southeasterly line of aforesaid State of Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913;

Thence along lines of said State of Ohio Department of Natural Resources, the following twenty-five (25) courses and distances:

- 1.) Along an arc deflecting to the left, having a central angle of 9°14'41", a radius of 4224.28 feet and a length of 681.59 feet. The chord of said arc bears South 20°07'10" West, 680.84 feet;

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- 2.) Along an arc deflecting to the left, having a central angle of  $12^{\circ}21'00''$ , a radius of 2791.93 feet and a length of 601.80 feet. The chord of said arc bears South  $09^{\circ}19'20''$  West, 600.63 feet;
- 3.) South  $03^{\circ}08'50''$  West, 502.18 feet;
- 4.) Along an arc deflecting to the left, having a central angle of  $4^{\circ}29'00''$ , a radius of 3746.83 feet and a length of 293.19 feet. The chord of said arc bears South  $00^{\circ}54'20''$  West, 293.11 feet;
- 5.) South  $01^{\circ}20'10''$  East, 666.33 feet;
- 6.) Along an arc deflecting to the left, having a central angle of  $6^{\circ}13'00''$ , a radius of 3746.83 feet and a length of 406.54 feet. The chord of said arc bears South  $04^{\circ}26'40''$  East, 406.34 feet;
- 7.) South  $07^{\circ}33'10''$  East, 54.68 feet;
- 8.) South  $82^{\circ}26'50''$  West, 10.00 feet;
- 9.) South  $07^{\circ}32'51''$  East, 409.63 feet;
- 10.) Along an arc deflecting to the left, having a central angle of  $2^{\circ}33'38''$ , a radius of 8531.45 feet and a length of 381.27 feet. The chord of said arc bears South  $08^{\circ}50'00''$  East, 381.24 feet;
- 11.) North  $79^{\circ}53'11''$  East, 30.00 feet;
- 12.) Along an arc deflecting to the left, having a central angle of  $2^{\circ}00'52''$ , a radius of 8501.45 feet and a length of 298.90 feet. The chord of said arc bears South  $11^{\circ}07'15''$  East, 298.88 feet;
- 13.) South  $82^{\circ}19'52''$  West, 5.98 feet;
- 14.) Along an arc deflecting to the left, having a central angle of  $1^{\circ}38'44''$ , a radius of 8507.42 feet and a length of 244.34 feet. The chord of said arc bears South  $12^{\circ}56'52''$  East, 244.33 feet;
- 15.) South  $63^{\circ}14'21''$  West, 49.26 feet;
- 16.) Along an arc deflecting to the right, having a central angle of  $5^{\circ}46'35''$ , a radius of 3858.83 feet and a length of 389.04 feet. The chord of said arc bears South  $10^{\circ}53'53''$  East, 388.87 feet;
- 17.) South  $08^{\circ}00'36''$  East, 932.11 feet;
- 18.) Along an arc deflecting to the right, having a central angle of  $5^{\circ}24'30''$ , a radius of 5768.65 feet and a length of 544.52 feet. The chord of said arc bears South  $05^{\circ}18'21''$  East, 544.32 feet;
- 19.) South  $02^{\circ}36'06''$  East, 940.79 feet;
- 20.) North  $81^{\circ}29'24''$  East, 41.22 feet;
- 21.) South  $02^{\circ}36'06''$  East, 898.95 feet;
- 22.) Along an arc deflecting to the left, having a central angle of  $6^{\circ}52'46''$ , a radius of 3656.79 feet and a length of 439.06 feet. The chord of said arc bears South  $06^{\circ}02'28''$  East, 438.80 feet;
- 23.) Along an arc deflecting to the left, having a central angle of  $0^{\circ}21'28''$ , a radius of 3577.87 feet and a length of 22.34 feet. The chord of said arc bears South  $09^{\circ}48'24''$  East, 22.34 feet;
- 24.) South  $57^{\circ}08'56''$  West, 3.80 feet;
- 25.) South  $12^{\circ}13'08''$  East, 93.40 feet to the north right-of-way line of Old U.S. Route 22-County Highway 10 (66' R/W);

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Thence along the north right-of-way line of said Old U.S. Route 22, South  $71^{\circ}39'59''$  West, 108.09 feet to the west line of aforesaid State of Ohio Department of Natural Resources;

Thence along lines of said State of Ohio Department of Natural Resources, the following forty-one (41) courses and distances:

- 1.) North  $10^{\circ}05'16''$  West, 103.93 feet;
- 2.) Along an arc deflecting to the right, having a central angle of  $2^{\circ}01'50''$ , a radius of 3684.87 feet and a length of 130.60 feet. The chord of said arc bears North  $09^{\circ}04'21''$  West, 130.59 feet;
- 3.) Along an arc deflecting to the right, having a central angle of  $1^{\circ}59'51''$ , a radius of 5736.79 feet and a length of 200.00 feet. The chord of said arc bears North  $05^{\circ}30'40''$  West, 199.99 feet;
- 4.) South  $85^{\circ}29'11''$  West, 70.00 feet;
- 5.) North  $04^{\circ}53'08''$  East, 99.69 feet;
- 6.) North  $01^{\circ}23'08''$  East, 350.00 feet;
- 7.) North  $01^{\circ}01'52''$  West, 338.00 feet;
- 8.) North  $01^{\circ}36'52''$  West, 254.00 feet;
- 9.) North  $81^{\circ}29'24''$  East, 13.07 feet;
- 10.) North  $02^{\circ}36'06''$  West, 947.62 feet;
- 11.) Along an arc deflecting to the left, having a central angle of  $5^{\circ}24'30''$ , a radius of 5702.65 feet and a length of 538.29 feet. The chord of said arc bears North  $05^{\circ}18'21''$  West, 538.09 feet;
- 12.) North  $08^{\circ}00'36''$  West, 932.11 feet;
- 13.) Along an arc deflecting to the left, having a central angle of  $5^{\circ}49'00''$ , a radius of 3792.83 feet and a length of 385.05 feet. The chord of said arc bears North  $10^{\circ}55'06''$  West, 384.88 feet;
- 14.) Along an arc deflecting to the right, having a central angle of  $1^{\circ}45'38''$ , a radius of 8621.42 feet and a length of 264.92 feet. The chord of said arc bears North  $12^{\circ}56'46''$  West, 264.91 feet;
- 15.) South  $82^{\circ}19'52''$  West, 21.46 feet;
- 16.) Along an arc deflecting to the right, having a central angle of  $3^{\circ}28'07''$ , a radius of 8641.45 feet and a length of 523.13 feet. The chord of said arc bears North  $10^{\circ}19'16''$  West, 523.05 feet;
- 17.) North  $07^{\circ}33'10''$  West, 620.26 feet;
- 18.) Along an arc deflecting to the right, having a central angle of  $6^{\circ}13'00''$ , a radius of 3866.83 feet and a length of 419.56 feet. The chord of said arc bears North  $04^{\circ}26'40''$  West, 419.35 feet;
- 19.) North  $01^{\circ}20'10''$  West, 666.33 feet;
- 20.) Along an arc deflecting to the right, having a central angle of  $4^{\circ}29'00''$ , a radius of 3866.83 feet and a length of 302.58 feet. The chord of said arc bears North  $00^{\circ}54'20''$  East, 302.50 feet;
- 21.) North  $03^{\circ}08'50''$  East, 502.18 feet;

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- 22.) Along an arc deflecting to the right, having a central angle of  $12^{\circ}21'00''$ , a radius of 2911.93 feet and a length of 627.66 feet. The chord of said arc bears North  $09^{\circ}19'20''$  East, 626.45 feet;
- 23.) Along an arc deflecting to the right, having a central angle of  $9^{\circ}26'18''$ , a radius of 4344.28 feet and a length of 715.64 feet. The chord of said arc bears North  $20^{\circ}12'59''$  East, 714.83 feet;
- 24.) South  $58^{\circ}16'32''$  East, 20.16 feet;
- 25.) Along an arc deflecting to the right, having a central angle of  $0^{\circ}57'17''$ , a radius of 4326.28 feet and a length of 72.09 feet. The chord of said arc bears North  $24^{\circ}24'08''$  East, 72.09 feet;
- 26.) North  $24^{\circ}53'08''$  East, 342.00 feet;
- 27.) Along an arc deflecting to the right, having a central angle of  $14^{\circ}31'35''$ , a radius of 3071.30 feet and a length of 778.67 feet. The chord of said arc bears North  $32^{\circ}09'08''$  East, 776.59 feet;
- 28.) Along an arc deflecting to the right, having a central angle of  $7^{\circ}52'07''$ , a radius of 2000.00 feet and a length of 274.67 feet. The chord of said arc bears North  $43^{\circ}15'08''$  East, 274.45 feet;
- 29.) Along an arc deflecting to the right, having a central angle of  $8^{\circ}02'19''$ , a radius of 1235.24 feet and a length of 173.30 feet. The chord of said arc bears North  $52^{\circ}24'08''$  East, 173.16 feet;
- 30.) North  $58^{\circ}16'32''$  West, 23.14 feet;
- 31.) Along an arc deflecting to the right, having a central angle of  $27^{\circ}53'00''$ , a radius of 1256.24 feet and a length of 611.36 feet. The chord of said arc bears North  $69^{\circ}55'02''$  East, 605.34 feet;
- 32.) North  $83^{\circ}51'32''$  East, 651.17 feet;
- 33.) Along an arc deflecting to the left, having a central angle of  $6^{\circ}31'08''$ , a radius of 1275.54 feet and a length of 145.12 feet. The chord of said arc bears North  $80^{\circ}35'58''$  East, 145.05 feet;
- 34.) North  $77^{\circ}20'24''$  East, 98.57 feet;
- 35.) North  $75^{\circ}42'18''$  East, 98.32 feet;
- 36.) North  $75^{\circ}25'07''$  East, 197.53 feet;
- 37.) North  $72^{\circ}52'36''$  East, 105.84 feet;
- 38.) North  $74^{\circ}20'30''$  East, 243.31 feet;
- 39.) North  $74^{\circ}14'18''$  East, 12.56 feet to the southwest corner of Grandin Road as conveyed to Warren County Commissioners in Official Record 369, Page 757;

Thence along an extension of the west line of said Warren County Commissioners, South  $09^{\circ}33'42''$  East, 3.85 feet to a south right-of-way line of Grandin Road (60' R/W);

Thence along said south right-of-way line and extension thereof, North  $76^{\circ}00'18''$  East, 346.62 feet to an east line of said Grandin Road;

Thence along said east right-of-way line, North  $19^{\circ}08'42''$  West, 25.25 feet to the aforesaid existing corporation line of the Village of South Lebanon;

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Thence with said corporation line, continuing along lines of said State of Ohio Department of Natural Resources, the following fourteen (14) courses and distances:

- 1.) Along an arc deflecting to the left, having a central angle of  $4^{\circ}18'16''$ , a radius of 1418.31 feet and a length of 106.55 feet. The chord of said arc bears North  $64^{\circ}26'02''$  East, 106.53 feet;
- 2.) South  $27^{\circ}29'52''$  East, 23.00 feet;
- 3.) Along an arc deflecting to the left, having a central angle of  $8^{\circ}20'19''$ , a radius of 1441.31 feet and a length of 209.77 feet. The chord of said arc bears North  $58^{\circ}18'22''$  East, 209.58 feet;
- 4.) North  $54^{\circ}08'07''$  East, 989.37 feet;
- 5.) Along an arc deflecting to the left, having a central angle of  $50^{\circ}22'00''$ , a radius of 1387.26 feet and a length of 1219.49 feet. The chord of said arc bears North  $28^{\circ}57'07''$  East, 1180.60 feet;
- 6.) North  $03^{\circ}46'07''$  East, 530.01 feet;
- 7.) Along an arc deflecting to the left, having a central angle of  $9^{\circ}52'13''$ , a radius of 1915.56 feet and a length of 329.99 feet. The chord of said arc bears North  $01^{\circ}09'59''$  West, 329.58 feet;
- 8.) South  $83^{\circ}54'07''$  West, 6.00 feet;
- 9.) Along an arc deflecting to the left, having a central angle of  $14^{\circ}31'47''$ , a radius of 1909.56 feet and a length of 484.25 feet. The chord of said arc bears North  $13^{\circ}21'59''$  West, 482.95 feet;
- 10.) North  $20^{\circ}37'53''$  West, 694.31 feet;
- 11.) North  $73^{\circ}45'45''$  East, 14.80 feet;
- 12.) Along an arc deflecting to the right, having a central angle of  $30^{\circ}25'00''$ , a radius of 1065.31 feet and a length of 565.54 feet. The chord of said arc bears North  $01^{\circ}01'45''$  West, 558.92 feet;
- 13.) South  $75^{\circ}49'15''$  East, 6.00 feet;
- 14.) Along an arc deflecting to the right, having a central angle of  $63^{\circ}13'00''$ , a radius of 1059.31 feet and a length of 1168.78 feet. The chord of said arc bears North  $45^{\circ}47'15''$  East, 1110.39 feet to the southwest corner of lands conveyed to State of Ohio Department of Natural Resources by deed recorded in Official Record 52, Page 842;

Thence in part with the west line of said State of Ohio Department of Natural Resources, North  $12^{\circ}36'15''$  West, 211.72 feet to the north line of aforesaid Military Survey Number 1547;

Thence along the north line of said Military Survey Number 1547, the following nine (9) courses and distances:

- 1.) North  $89^{\circ}03'21''$  East, 41.90 feet;
- 2.) Along an arc deflecting to the right, having a central angle of  $6^{\circ}06'04''$ , a radius of 2500.00 feet and a length of 266.21 feet. The chord of said arc bears South  $87^{\circ}53'37''$  East, 266.09 feet;
- 3.) South  $84^{\circ}50'35''$  East, 466.25 feet;

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- 4.) Along an arc deflecting to the left, having a central angle of  $28^{\circ}30'21''$ , a radius of 1200.00 feet and a length of 597.02 feet. The chord of said arc bears North  $80^{\circ}54'15''$  East, 590.88 feet;
- 5.) North  $66^{\circ}39'05''$  East, 537.02 feet;
- 6.) North  $64^{\circ}08'16''$  East, 169.07 feet;
- 7.) Along an arc deflecting to the left, having a central angle of  $20^{\circ}09'40''$ , a radius of 500.00 feet and a length of 175.94 feet. The chord of said arc bears North  $54^{\circ}03'26''$  East, 175.03 feet;
- 8.) North  $43^{\circ}58'36''$  East, 380.33 feet;
- 9.) Along an arc deflecting to the right, having a central angle of  $15^{\circ}40'11''$ , a radius of 1100.00 feet and a length of 300.84 feet. The chord of said arc bears North  $51^{\circ}48'42''$  East, 299.90 feet to the point of beginning.

Containing 222.745 acres, more or less, of land of which 99.139 acres lie within Military Survey No. 1547 and 123.606 acres lie within Military Survey No. 1548.

Subject to all legal highways, easements and restrictions of record.

The above description is the result of an Annexation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated 23 AUG 2017 and revised thru 17 OCT 2017, the survey of which is recorded in

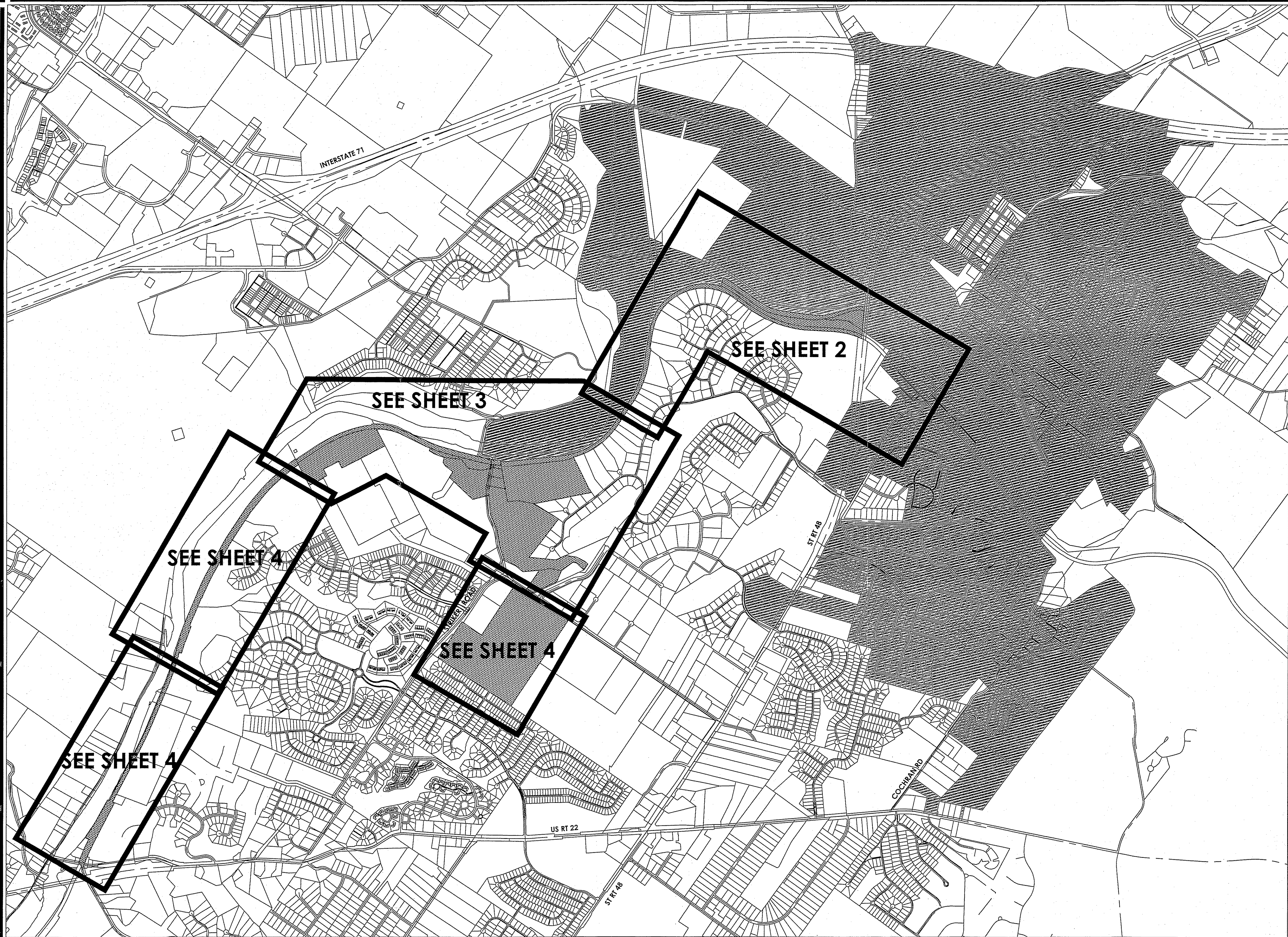
Volume \_\_\_\_\_, Page \_\_\_\_\_, Warren County Engineer's Record of Land Division.

Prepared by: McGill Smith Punshon, Inc.  
Date: 31 OCT 2017  
MSP No.: 06308.00

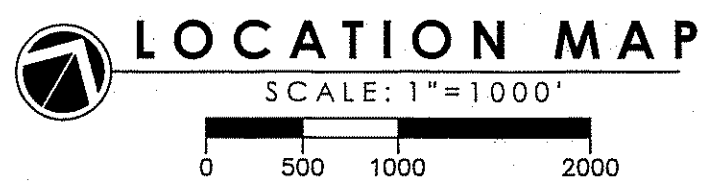
06308003-LEG-222.745ac.docx







- EX. SOUTH LEBANON CORP.
- AREA TO BE ANNEXED TO SOUTH LEBANON



**TOTAL AREA IN ANNEXATION 222.745 ± ACRES**  
HAMILTON TOWNSHIP — M.S.# 1547 99.139 ± ACRES  
HAMILTON TOWNSHIP — M.S.# 1548 123.606 ± ACRES

BEARINGS ARE BASED ON R/W PLANS FOR STATE ROUTE 48 (WAR 48-7-42), PREPARED BY THE OHIO DEPT. OF HIGHWAYS IN 1963, OF WHICH THE CENTERLINE SURVEY IS RECORDED IN P.B. 5, PG. 56.  
ANNEX INCLUDES A TOTAL OF 809 LF GRANDIN ROAD (R/W VARIES).  
ANNEX BEING 16% CONTIGUOUS TO THE EXISTING VILLAGE OF SOUTH LEBANON CORPORATION LINE.

THIS PLAT WAS PREPARED FROM EXISTING DEEDS, PLATS AND SURVEYS OF RECORD NOTED HEREON, AND IS NOT THE RESULT OF A FIELD SURVEY.

*Richard D. Nichols* 06/17  
RICHARD D. NICHOLS  
OHIO PROFESSIONAL SURVEYOR No. 7929



Revision	By	Date
PER NEW S.R. 146-60	CB	13 SEP 17
REMOVE 16-11-100-003	CB	19 SEP 17
PER TAX MAP REVIEW	CB	17 OCT 17
PER TAX MAP 2nd REVIEW	CB	31 OCT 17



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Drawn By CMB Date 23 AUG 2017 Project No. 06308.00 Sheet No. 1/4  
Project Mgr. RDN Scale 1" = 1000' Points D.B. 06308  
CAD 06308003-BDY-07 X-Ref. N/A File No. 06308

COUNTY COMMISSIONERS:

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COMMISSIONERS \_\_\_\_\_

VILLAGE APPROVAL:

VILLAGE OF SOUTH LEBANON CLERK

DATE \_\_\_\_\_

COUNTY RECORDER:

FILE NO. \_\_\_\_\_

RECEIVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ A.M./P.M.

RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ A.M./P.M.

RECORDED IN PLAT BOOK NO. \_\_\_\_\_ PAGE \_\_\_\_\_

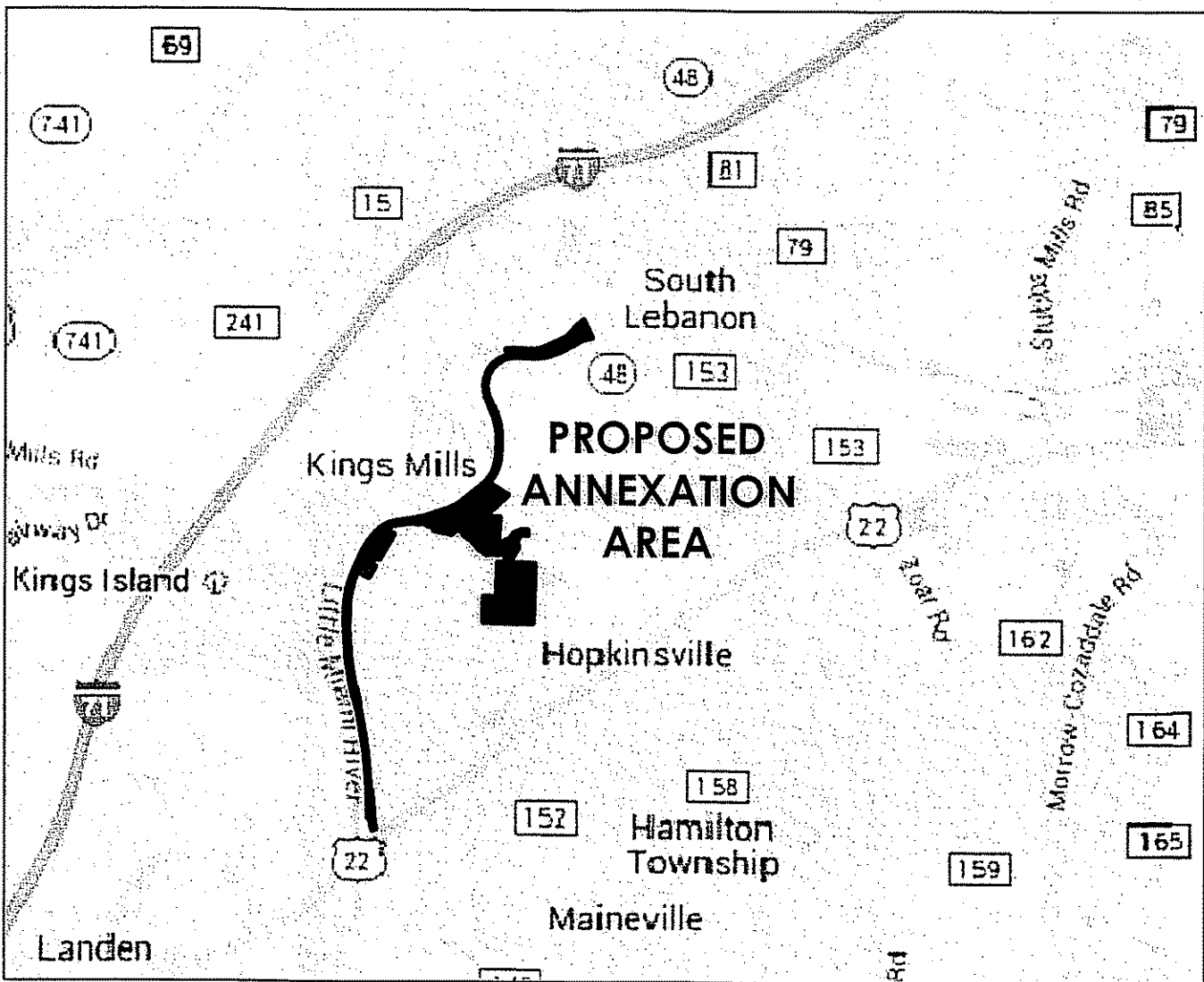
FEE: \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY \_\_\_\_\_ WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY \_\_\_\_\_ WARREN COUNTY AUDITOR



**VICINITY MAP**  
NOT TO SCALE

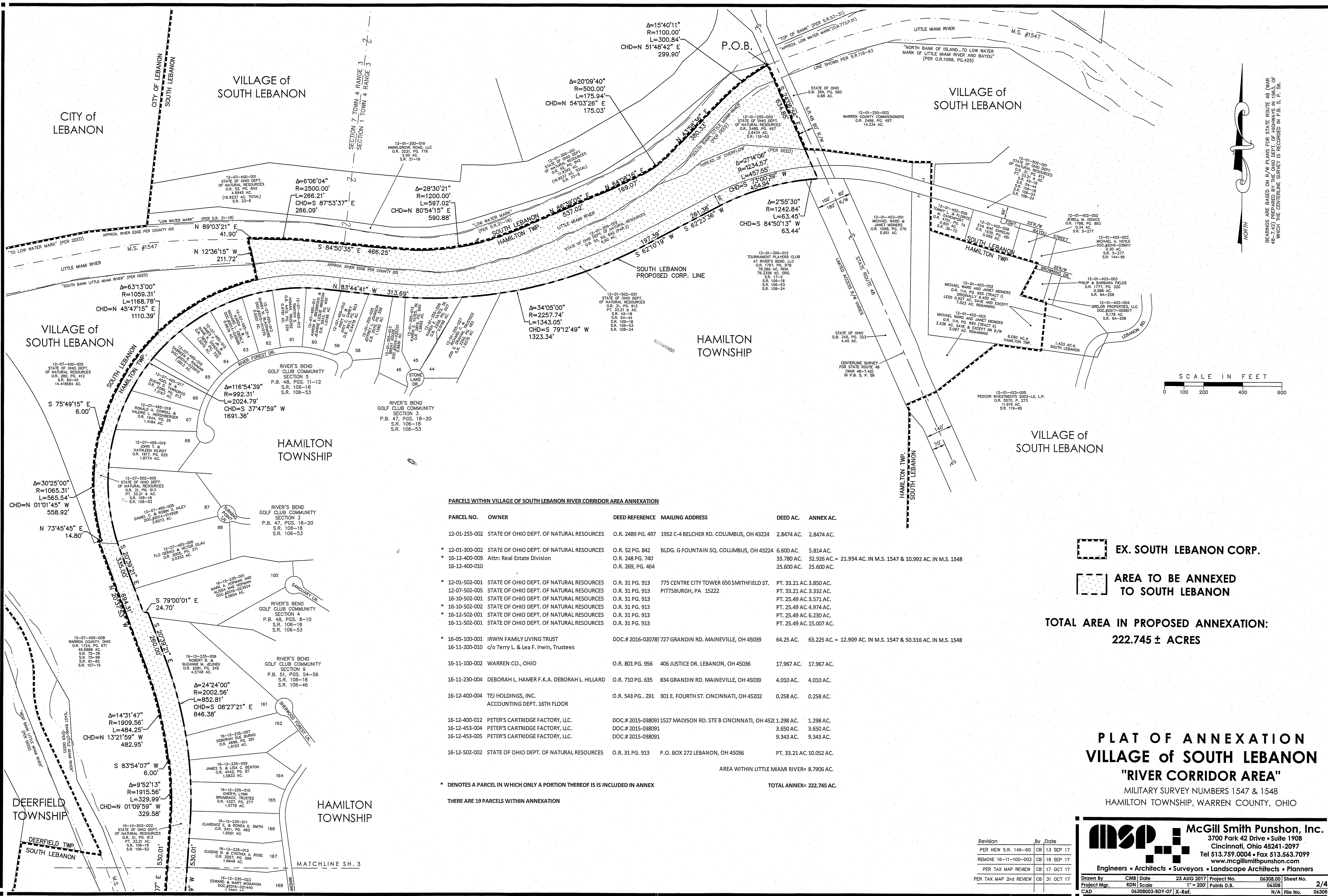
**PLAT OF ANNEXATION  
VILLAGE of SOUTH LEBANON  
"RIVER CORRIDOR AREA"**

MILITARY SURVEY NUMBERS 1547 & 1548  
HAMILTON TOWNSHIP, WARREN COUNTY, OHIO


**COPY**


RECEIVED  
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WARREN COUNTY COMMISSIONERS  
FINA TWH






PARCELS WITHIN VILLAGE OF SOUTH LEBANON RIVER CORRIDOR AREA ANNEXATION					
PARCEL NO.	OWNER	DEED REFERENCE	MAILING ADDRESS	DEED AC.	ANNEX AC.
12-01-255-002	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 2489 PG. 497	1952 C-4 BELCHER RD. COLUMBUS, OH 43224	2.8474 AC.	2.8474 AC.
12-01-300-002	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 52 PG. 842	BLDG. G FOUNTAIN SQ. COLUMBUS, OH 43224	6.600 AC.	5.814 AC.
16-12-400-009	Attn: Real Estate Division	O.R. 248 PG. 740		33.780 AC.	32.926 AC. = 21.934 AC. IN M.S. 1547 & 10.992 AC. IN M.S. 1548
16-12-400-010		O.R. 269, PG. 464		25.600 AC.	25.600 AC.
12-01-502-001	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913	775 CENTRE CITY TOWER 650 SMITHFIELD ST.	PT. 33.21 AC.	3.850 AC.
12-07-502-005	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913	PITTSBURGH, PA 15222	PT. 33.21 AC.	3.332 AC.
16-10-502-001	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913		PT. 25.49 AC.	3.571 AC.
16-10-502-002	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913		PT. 25.49 AC.	4.974 AC.
16-12-502-001	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913		PT. 25.49 AC.	6.230 AC.
16-11-502-001	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913		PT. 25.49 AC.	15.007 AC.
16-05-100-001	IRWIN FAMILY LIVING TRUST	DOC.# 2016-020785	727 GRANDIN RD. MAINEVILLE, OH 45039	64.25 AC.	63.225 AC. = 12.909 AC. IN M.S. 1547 & 50.316 AC. IN M.S. 1548
16-11-200-010	c/o Terry L. & Lea F. Irwin, Trustees				
16-11-100-002	WARREN CO., OHIO	O.R. 801 PG. 956	406 JUSTICE DR. LEBANON, OH 45036	17.967 AC.	17.967 AC.
16-11-230-004	DEBORAH L. HAMER F.K.A. DEBORAH L. HILLARD	O.R. 710 PG. 635	834 GRANDIN RD. MAINEVILLE, OH 45039	4.010 AC.	4.010 AC.
16-12-400-004	TEJ HOLDINGS, INC. ACCOUNTING DEPT. 16TH FLOOR	O.R. 543 PG.. 291	301 E. FOURTH ST. CINCINNATI, OH 45202	0.258 AC.	0.258 AC.
16-12-400-012	PETER'S CARTRIDGE FACTORY, LLC.	DOC.# 2015-038091	1527 MADISON RD. STE B CINCINNATI, OH 45202	1.298 AC.	1.298 AC.
16-12-453-004	PETER'S CARTRIDGE FACTORY, LLC.	DOC.# 2015-038091		3.650 AC.	3.650 AC.
16-12-453-005	PETER'S CARTRIDGE FACTORY, LLC.	DOC.# 2015-038091		9.343 AC.	9.343 AC.
16-12-502-002	STATE OF OHIO DEPT. OF NATURAL RESOURCES	O.R. 31 PG. 913	P.O. BOX 272 LEBANON, OH 45036	PT. 33.21 AC.	10.052 AC.
AREA WITHIN LITTLE MIAMI RIVER=				8.7906 AC.	
DENOTES A PARCEL IN WHICH ONLY A PORTION THEREOF IS INCLUDED IN ANNEX				TOTAL ANNEX= 222.745 AC.	
THERE ARE 19 PARCELS WITHIN ANNEXATION					

 EX. SOUTH LEBANON CORP.

 AREA TO BE ANNEXED TO SOUTH LEBANON

TOTAL AREA IN PROPOSED ANNEXATION:  
222.745 ± ACRES

**PLAT OF ANNEXATION**  
**VILLAGE of SOUTH LEBANON**  
**"RIVER CORRIDOR AREA"**  
MILITARY SURVEY NUMBERS 1547 & 1548  
HAMILTON TOWNSHIP, WARREN COUNTY, OHIO



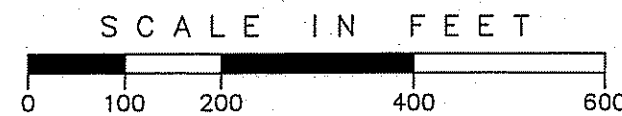
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Drawn By	CMB	Date	23 AUG 2017	Project No.	06308.00	Sheet No.	2/4
Project Mgr.	RDN	Scale	1" = 200'	Points D.B.	06308		
CAD			06308003-BDY-07	X-Ref.	N/A	File No.	06308

Revision	By	Date
PER NEW S.R. 146-60	CB	13 SEP 17
REMOVE 16-11-100-003	CB	19 SEP 17
PER TAX MAP REVIEW	CB	17 OCT 17
PER TAX MAP 2nd REVIEW	CB	31 OCT 17



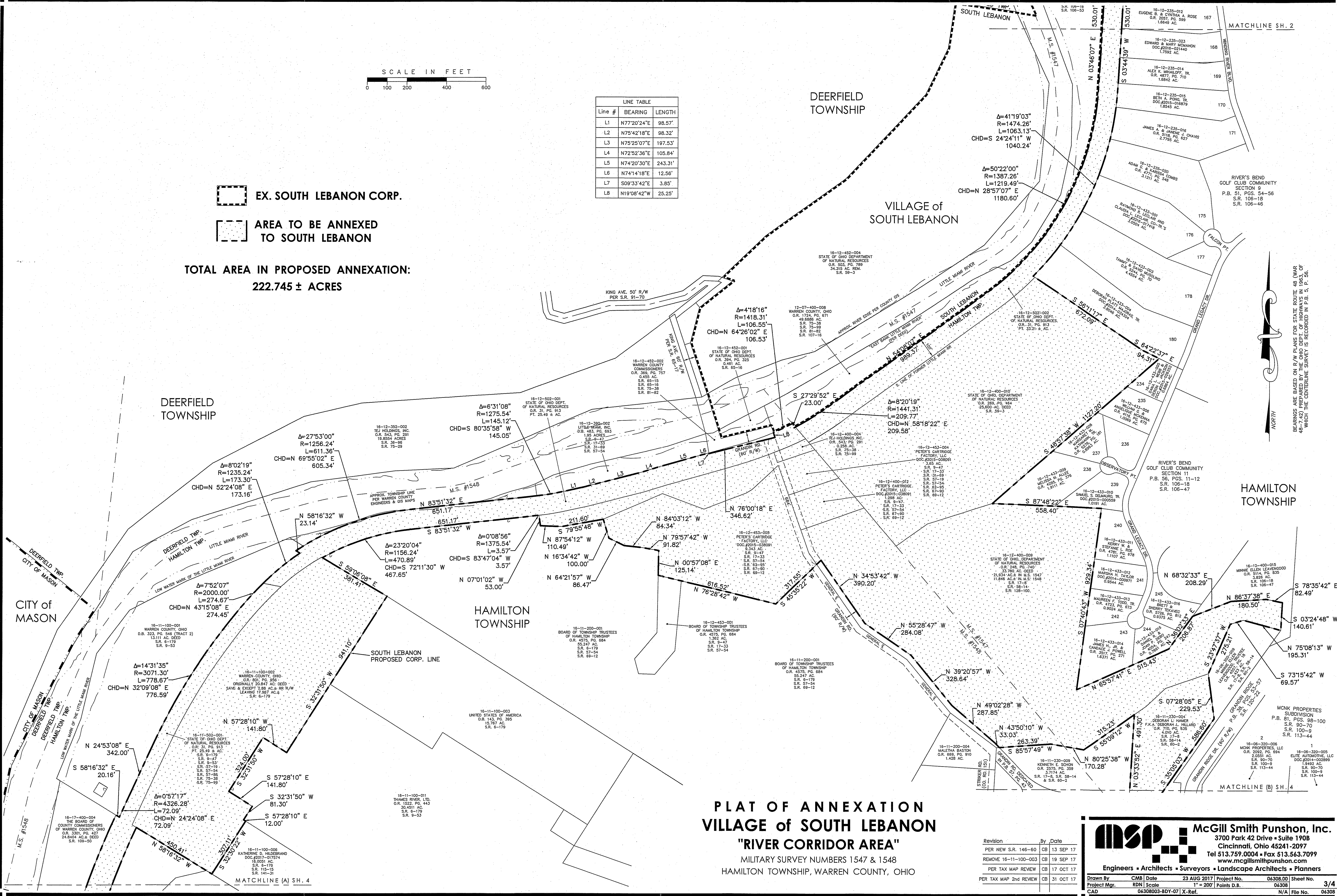


LINE TABLE		
Line #	BEARING	LENGTH
L1	N77°20'24"E	98.57'
L2	N75°42'18"E	98.32'
L3	N75°25'07"E	197.53'
L4	N72°52'36"E	105.84'
L5	N74°20'30"E	243.31'
L6	N74°14'18"E	12.56'
L7	S09°33'42"E	3.85'
L8	N19°08'42"W	25.25'

EX. SOUTH LEBANON CORP.

AREA TO BE ANNEXED TO SOUTH LEBANON

TOTAL AREA IN PROPOSED ANNEXATION:  
222.745 ± ACRES



**PLAT OF ANNEXATION  
VILLAGE of SOUTH LEBANON  
"RIVER CORRIDOR AREA"**  
MILITARY SURVEY NUMBERS 1547 & 1548  
HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

Revision	By	Date
PER NEW S.R. 146-60	CB	13 SEP 17
REMOVE 16-11-100-003	CB	19 SEP 17
PER TAX MAP REVIEW	CB	17 OCT 17
PER TAX MAP 2nd REVIEW	CB	31 OCT 17

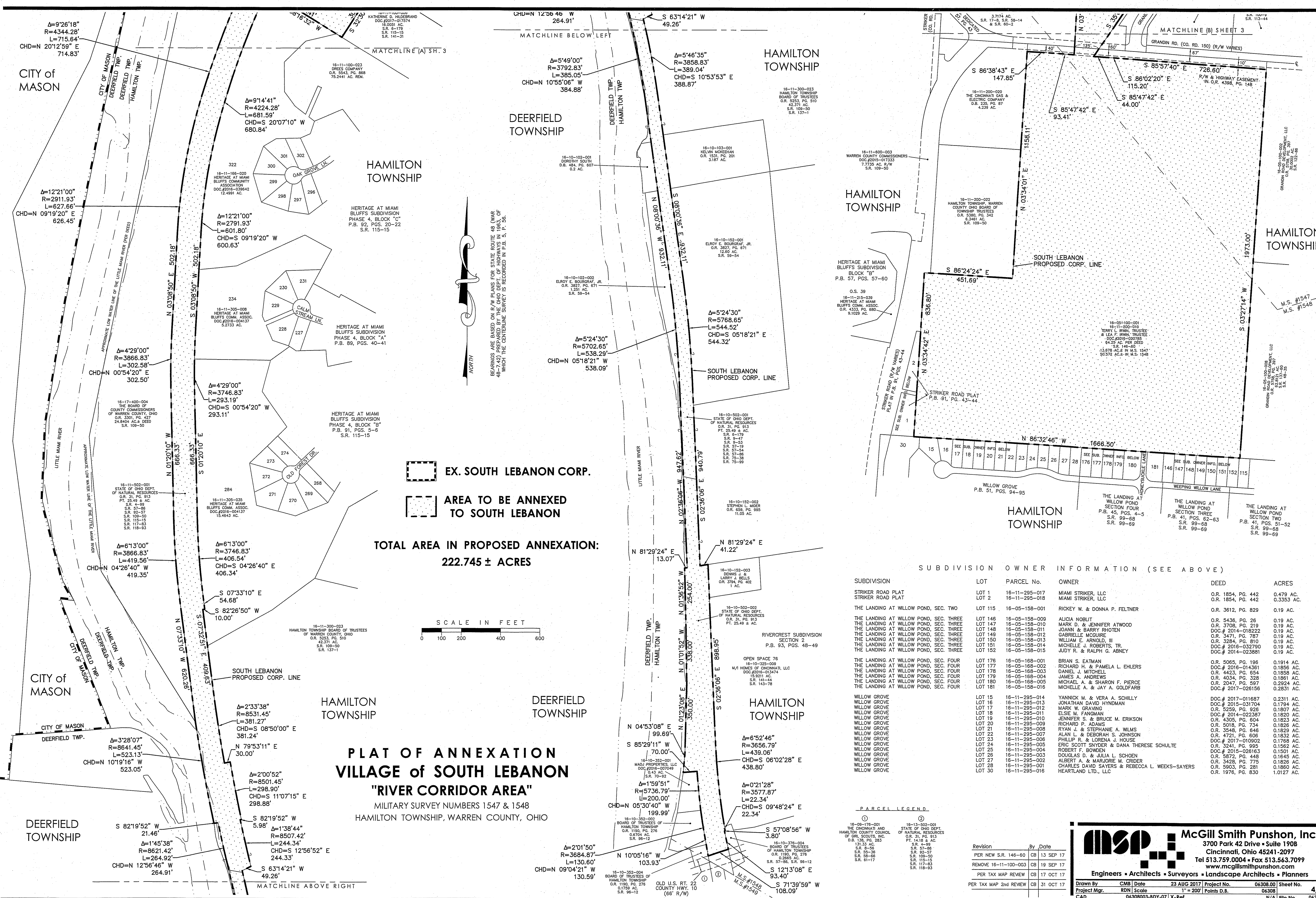
**mcp** **McGill Smith Punshon, Inc.**  
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Drawn By: CMB Date: 23 AUG 2017 Project No.: 06308.00 Sheet No.: 3/4  
Project Mgr.: RDN Scale: 1" = 200' Points D.B.: 06308  
CAD: 06308003-BDY-07 X-Ref. N/A File No.: 06308

BEARINGS ARE BASED ON R/W PLANS FOR STATE ROUTE 48 (WAR 48-7.42) PREPARED BY THE OHIO DEPT. OF HIGHWAYS IN 1963, OF WHICH THE CENTERLINE SURVEY IS RECORDED IN P.B. 5, P. 95.





Revised project/66308003-BDY-07/Map Sheet 4 of 4, 10/31/2017 1:43:23 PM, CHG, 111

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Drawn By: CMB Date: 23 AUG 2017 Project No.: 06308.00 Sheet No.: 4/4  
Project Mgr.: RDH Scale: 1" = 200' Points D.B. 06308 CAD  
06308003-BDY-07/X-Ref. N/A File No. 06308

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE AMENDMENT #1 TO PURCHASE AGREEMENT WITH  
CHARITY BISHOP FOR THE PURCHASE OF PROPERTY ON E. BROADWAY  
STREET IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, on January 18<sup>th</sup>, 2018, the Village Council passed Resolution No. 2018-4 and entered into an agreement with Charity Bishop ("Seller") for the purchase of property on East Broadway Street for the purchase price of \$34,490.00; and,

**WHEREAS**, the Seller has requested that an additional eleven (11) feet from the Sidwell# 12-01-277-015-3 parcel be added to the sideyard of Sidwell# 12-01-277-015-2 parcel to accommodate a future accessory structure to the Seller's house located on 97 E. Broadway; and,

**WHEREAS**, immediate action is required to approve said amendment to ensure that the property can be transferred within the timeframe listed in the agreement 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 Amendment #1 with Charity Bishop, a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Amendment 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    day of February, 2018.

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

Rules Suspended:    /    /2018    (if applicable)	Effective Date –    /    /2018
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2018	Effective Date –    /    /2018
Second Reading –    /    /2018	
Third Reading–    /    /2018	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

## AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AMENDMENT is entered into this \_\_\_\_\_, \_\_\_\_\_ by and between Charity Bishop (hereinafter referred to as "Seller"), whose address is \_\_\_\_\_, and the Village of South Lebanon, an Ohio Municipal Corporation (hereinafter referred to as "Buyer"), whose address is 99 N. High Street South Lebanon, OH 45065.

WHEREAS, the Buyer and Seller have entered into a purchase agreement for a property on Broadway Street in the Village of South Lebanon as described in Exhibit A;

WHEREAS, the Buyer and Seller agreed to remove sixteen (16) feet from Parcel# 1201277015-3 (Tax account# 6801021) and add this property to Parcel# 1201277015-2 (Tax account# 6801048);

WHEREAS, the Seller has requested to increase this distance from sixteen (16) feet to 27 feet in order to accommodate an accessory structure;

The Parties hereby agree to the following amendment to said purchase agreement:

### 20. Miscellaneous

The parties acknowledge that approximately ~~sixteen (16)~~ TWENTY SEVEN (27) feet of a structure on Parcel #1201277015 (Tax account #6801048) encumbers Parcel #1201277015 (Tax account# 6801021) for the required Village building setback requirement. The parties agree to conduct appropriate surveying, at the Buyer's expense, to determine the encumbrance and the parties agree that Seller shall retain this portion of the real estate.

All other terms of said agreement shall remain in effect

SELLER

BUYER

The Village of South Lebanon, an  
Ohio Municipal Corporation

\_\_\_\_\_  
Charity Bishop

\_\_\_\_\_  
By: James D. Smith, Mayor

Prepared by and approved as to form:  
PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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



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

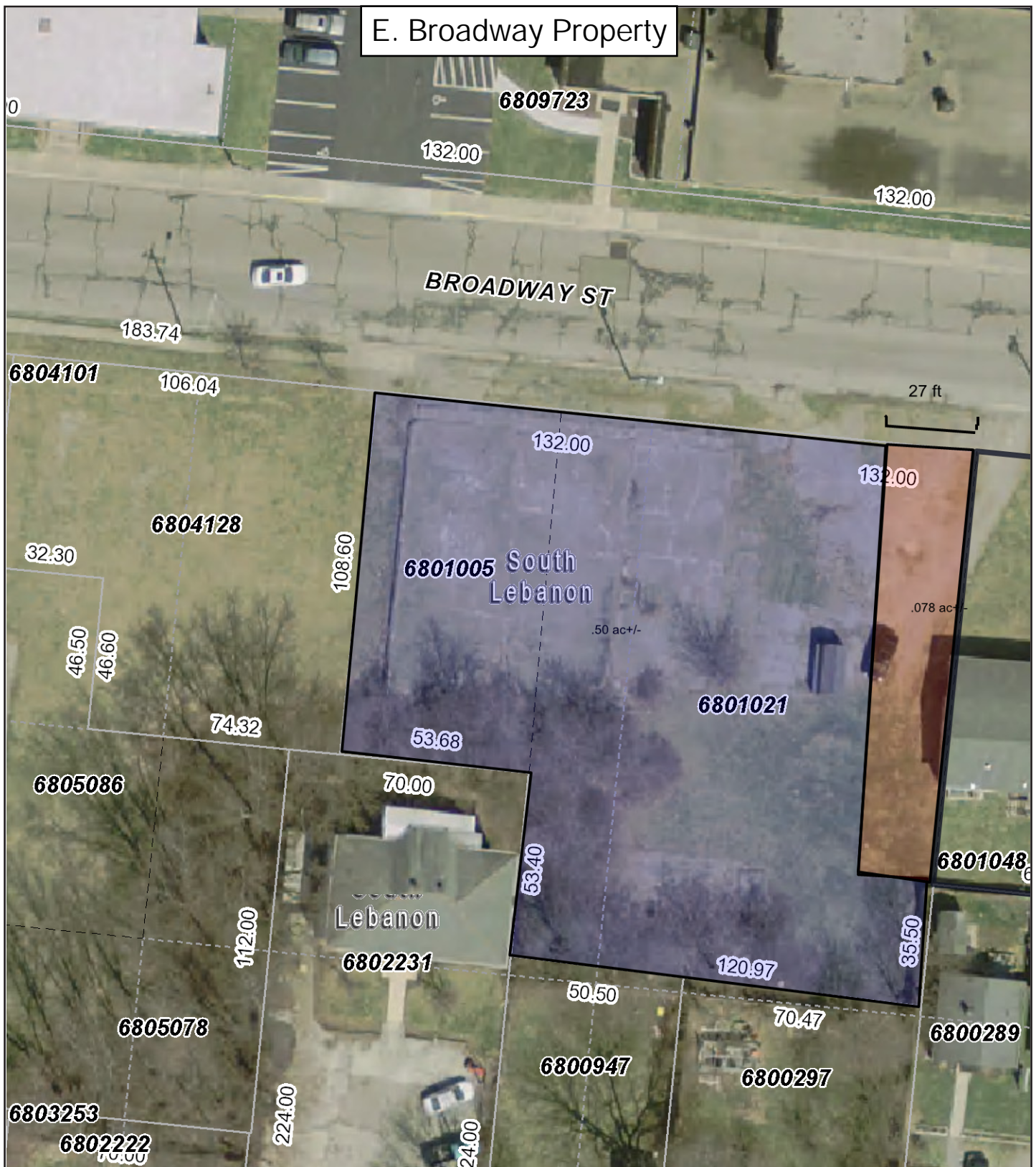
**To:** Mayor & Village Council  
**From:** Jerry Haddix, Village Administrator  
**Date:** January 30, 2018  
**Subject:** Broadway Property Amendment

---

Subsequent to the Council approving the purchase agreement at the last Council meeting, the Seller, in examining the lot, has requested an additional 11 feet be added to the 16 feet setback that was included in the original agreement to be used for a driveway and future garage (see attached map).

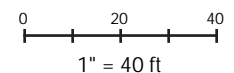
Let me know if you have any questions or need additional information.





### Warren County Legend

Interstate	County Boundary	Overpass Line	School Line	Township & Range
US Route	Auditors Tract Line	Parcel Line	Section Line	Tract Line
State Route	Civil Township Line	ROW Unknown Width	Subdivision Limit	VMS Line
Local Road	Corporate Line	Road ROW	Subdivision Lot Line	Vacated Road Line





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

**From:** Jerry Haddix, Village Administrator

**Date:** January 30, 2018

**Subject:** Govdeals resolution

---

Attached is a resolution required by the Ohio Revised Code to allow us to dispose of property by internet auction. We have used Govdeals.com in the past. The ORC requires the publication of our intent to dispose of surplus property.

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



**VILLAGE OF SOUTH LEBANON, OHIO**  
**RESOLUTION NO. 2018-\_\_\_\_**

**A RESOLUTION EXPRESSING THE COUNCIL'S INTENT TO SELL UNNEEDED,  
OBSOLETE OR UNFIT PERSONAL PROPERTY BY INTERNET AUCTION AND  
REQUIRING PUBLICATION OF THE SAME; AND AUTHORIZING THE MAYOR  
AND FISCAL OFFICER TO EXECUTE ON BEHALF OF THE VILLAGE A  
CONTRACT WITH GOVDEALS, INC. FOR THE CALENDAR YEAR 2018**

**WHEREAS**, the Village is empowered to sell tangible items of personal property belonging to the Village that is no longer needed for any municipal purposes, in accordance with sections 721.01 – 721.26, inclusive, of the Revised Code; and,

**WHEREAS**, section 721.15 (D) of the Revised Code specifically empowers the Council to sell, regardless of the property's value, personal property, including [but not limited to] motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction upon the adoption, *during each calendar year*, of a resolution expressing the Council's intent to sell such property by internet auction; and,

**WHEREAS**, the Council desires to enter into a contract for calendar year 2018 with Govdeals, Inc. for conducting the internet auction for the disposition of unneeded, obsolete or unfit personal property that includes the general terms and conditions of sale; and,

**WHEREAS**, the Council requires the contract specifically provide: (i) that the internet auction shall satisfy the statutory minimum of ten (10) days (including Saturdays, Sundays and legal holidays) for bidding on the property, and (ii) that the Council reserves the right to set a minimum price to be accepted for specific items and any other terms and conditions for a particular sale, such as requirements for pick-up or delivery, method of payment, and sales tax, if it so elects and notifies Govdeals, Inc. of the same which shall be provided on the internet at the time of the auction, and, (iii) that no proceeds from the internet sales shall be paid in cash, rather all proceeds shall be delivered to the Fiscal Officer by cashier or bank certified check, or electronic transfer to the Village's general fund with verification of receipt delivered to the Fiscal Officer; and,

**WHEREAS**, the Fiscal Officer shall cause notice of the Council's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction, to be published, twice, in a newspaper of general circulation in the Village, including a summary of the information contained within this Resolution, and the second publication shall be published not less than ten (10) or more than twenty (20) days after the initial publication; and,

**WHEREAS**, upon the effective date of this Resolution, the Fiscal Officer shall cause notice of this Resolution and the website address for Govdeals, Inc. to be posted continually throughout the calendar year in a conspicuous place in the offices of the Village, as well as continuously throughout the calendar year on the Village's website; and,

**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 approves the Contract with Govdeals, Inc., a copy of which is attached hereto and made a part hereof.

**Section 2.** Upon completion of the required publication and approval as to form by the Village Solicitor, and no sooner than the effective date of this Resolution, that the Mayor and Fiscal Officer shall execute the said Contract and the Village Administrator shall process the Contract to Govdeals, Inc. without further delay.

**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 \_\_\_\_\_, 2018.

Attest: \_\_\_\_\_

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

First Reading – / /2018

Effective Date – / /2018

Second Reading – / /2018

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

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

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

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Village of South Lebanon ("Client"), having its principal place of business 99 North High Street – South Lebanon, Ohio 45065.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
  - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
    - Accept descriptive information concerning an asset including unlimited photos
    - Allow different auction phases based upon dates and times
    - Allow Client to set minimum starting prices, bid increments and reserves
  - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
    - Familiarization with the nature and operation of CAS
    - Guidance in the posting of assets and provide ongoing support
    - Procedures for taking and posting pictures of assets
    - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
  - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
  - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
    - Work with Client to identify items that may benefit from marketing attention.
    - Provide documented proof of all marketing efforts made on behalf of Client.
    - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
  - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3** If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0** **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0** **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0** **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0** **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

**This online auction memo of understanding is agreed to by:**

**GovDeals, Inc**

**Client: Village of South Lebanon**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Roger Gravley

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

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

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

**Memo of Understanding Contact:**

Attention: Sales Support  
100 Capitol Commerce Blvd, Ste 110  
Montgomery, AL 36117  
Telephone Number: 866.377.1494  
Fax Number: 334.387.0519  
Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

**Flexible Pricing Options (FPO)**

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

- ☐ Option A1 (7.5% Seller- 0% Buyer)  
☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- ☐ Option B1 (7.5% Seller- 5% Buyer)  
☐ Option B2 (5% Seller- 7.5% Buyer)  
☐ Option B3 (2.5% Seller- 10% Buyer)  
☐ Option B4 (0% Seller- 12.5% Buyer)

### Flexible Pricing Options (FPO)

**The Client has the option to choose from the following alternative plans:**

#### **A - Client Collects Proceeds**

**Option A1:** The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**Option A2:** The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.**

**Option B1:** The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.\*

**Option B2:** The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

**Option B3:** The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

**Option B4:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

\*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

#### **Tiered Fee Reduction Schedule**

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on [www.govdeals.com](http://www.govdeals.com).

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

## **EXHIBIT B - Online Auction Memo of Understanding**

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### **Financial Settlement Services (FSS)**

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

## Financial Settlement Services (FSS) Election and Information

### Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: \_\_\_\_\_  
(Person to receive checks and invoices) Name and Title

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### (Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

### OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: \_\_\_\_\_  
Client's Legal Name

Mail check to: \_\_\_\_\_  
Street Address / P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code



## **Village of South Lebanon**

**South Lebanon, Ohio**

### **Online Sales - Terms and Conditions**

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale “AS IS, WHERE IS.” **Village of South Lebanon (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty. Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid. Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**\*The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

**\*Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Village of South Lebanon**. Payments shall be made at the location listed in the Buyer's Certificate.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



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  
**From:** Jerry Haddix, Village Administrator  
**Date:** January 30, 2018  
**Subject:** Ohio Basic Code Ordinance

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Attached is an ordinance adopting the Ohio Basic Code as the code of ordinances for the Village, as well as a summary of the contents. Paul can provide additional information if you have any questions on this.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING, ADOPTING AND ENACTING AMERICAN LEGAL PUBLISHING'S OHIO BASIC CODE, 2018 EDITION, AS THE CODE OF ORDINANCES FOR THE MUNICIPALITY OF South Lebanon, OHIO, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the present general and permanent ordinances of the municipality are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs.

**WHEREAS**, American Legal Publishing Corporation publishes a Code of Ordinances suitable for adoption by municipalities in Ohio.

**WHEREAS**, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

**NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE MUNICIPALITY OF South Lebanon, OHIO:**

- Section 1.** American Legal Publishing's Ohio Basic Code, 2018 Edition, as reviewed and approved by the Legislative Authority, is hereby adopted and enacted. Any prior version of the Ohio Basic Code which may have been previously adopted by the municipality is hereby repealed as obsolete and is hereby replaced in its entirety by this Ohio Basic Code, 2018 Edition.
- Section 2.** One copy of American Legal Publishing's Ohio Basic Code, 2018 Edition, certified as correct by the Mayor and Clerk of the Legislative Authority, as required by Ohio Revised Code § 731.23, shall be kept in its initial form on file in the office of the Clerk of the municipality and retained as a permanent ordinance record of the municipality. The Clerk of the municipality is authorized and directed to publish a summary of all new matters contained in the Code of Ordinances as required by Ohio Revised Code § 731.23. Such summary is attached hereto and marked as "Exhibit A".
- Section 3.** All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the Ohio Basic Code, 2018 Edition, as adopted in Section 1 hereof, are hereby repealed as of the effective date of this ordinance, except as follows:
- (A) The enactment of the Ohio Basic Code, 2018 Edition, shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.

(B) The repeal provided above shall not affect:

- (1) The grant or creation of a franchise, license, right, easement or privilege;
- (2) The purchase, sale, lease or transfer of property;
- (3) The appropriation or expenditure of money or promise or guarantee of payment;
- (4) The assumption of any contract or obligation;
- (5) The issuance and delivery of any bonds, obligations or other instruments of indebtedness;
- (6) The levy or imposition of taxes, assessments or charges;
- (7) The establishment, naming, vacating or grade level of any street or public way;
- (8) The dedication of property or plat approval;
- (9) The annexation or detachment of territory;
- (10) Any legislation enacted subsequent to the adoption of this ordinance.
- (11) Any legislation specifically superseding the provision of the Ohio Basic Code.

**Section 4.** Whenever reference is made in any documents, publications, or signs of the municipality, including but not limited to traffic tickets and traffic-control signs, to a section as it existed in a former edition of the Ohio Basic Code, the reference shall extend and apply to the section referred to as subsequently amended, revised, recodified, or renumbered.

**Section 5.** This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

Date

Passed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mayor James D. Smith

\_\_\_\_\_  
Clerk of the Legislative Authority  
Nicole Armstrong, Fiscal Officer

## Exhibit A

### OHIO BASIC CODE, 2018 EDITION — SUMMARY OF CONTENTS

Notice is hereby given that on the 1st day of February, 2018, there was enacted by the Legislative Authority of the Municipality of South Lebanon, Ohio, an ordinance entitled "An Ordinance Approving, Adopting and Enacting American Legal Publishing's Ohio Basic Code, 2018 Edition, as the Code of Ordinances for the Municipality of South Lebanon, Ohio."

A summary of the subjects, including all new matters contained in the Code of Ordinances, as adopted, are as follows. The majority of Basic Code provisions are based directly on state law.

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This summary of contents has been verified and authorized for publication by the Legislative Authority of the Municipality of South Lebanon, Ohio.

Signed:

Mayor James D. Smith

Clerk of the Legislative Authority  
Nicole Armstrong, Fiscal Officer