

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
FEBRUARY 15, 2018 at 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: Major Steve Arrasmith – Warren County Drug Task Force
4. Floor open to the public:
5. New Business:

Emergency Resolution 2018-8 approving transfer of funds
Emergency Resolution 2018-9 approving sewer easement
Emergency Resolution 2018-10 initiating a zoning text amendment for rooming home dwellings and group residential facilities
First Reading Resolution 2018-11 executing a water service agreement with Warren County
Authorization of Invoices
Authorization of Solicitor's Invoice
Authorization of Warren County Drug Task Force Invoice
6. Old Business: Second Reading Resolution 2018-7 intent to sell unneeded, obsolete or unfit property on Govdeals.com
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-____

**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officers and departments, and road machinery, equipment, tools or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction upon the adoption, *during each calendar year*, of a resolution expressing the Council's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: _____

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-9**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR TO
EXECUTE AN EASEMENT AGREEMENT FOR A 25 FT. PERPETUAL SANITARY
SEWER EASEMENT ON THE PROPERTY OWNED BY DENNIS M. SCHNURR,
ARCHBISHOP OF CINCINNATI, TRUSTEE NECESSARY FOR CONNECTING
THE VILLAGE'S SANITARY SEWER SYSTEM TO KANTA OIL PROPERTY, AND
DECLARING AN EMERGENCY**

WHEREAS, providing utilities is one the functions of local municipal government;
and,

WHEREAS, in order to provide sanitary sewer service and allow for connections to the Village's sanitary sewer system along State Route 22&3, it is necessary for the sanitary sewer line to be extended from State Route 22&3 to the Wynstead Subdivision across lands owned by Dennis M. Schnurr, Archbishop of Cincinnati, Trustee; and,

WHEREAS, Dennis M. Schnurr, Archbishop of Cincinnati, Trustee desires to grant the Village a 25 ft. perpetual Sanitary Sewer Easement for just consideration, and the Village has determined that the consideration recited in the attached Easement Agreement is just compensation which the said property owner is willing to accept; and,

WHEREAS, immediate action is required for the Village to acquire the said 25 ft. public sanitary sewer easement to maintain the construction schedule for the project on the property currently owned by Kanta Oil, LLC.

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 authorizes the Mayor to execute the Easement Agreement, a copy of which is attached hereto.

Section 2. Approving the consideration, as recited in the Easement Agreement, subject to receipt of the Easement Agreement properly and completely executed.

Section 3. Authorizing the Fiscal Officer to pay the recordation costs to record the Easement Agreement in the Warren County Recorder's Office.

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

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

Section 6. 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.

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

Adopted this 15th day of February, 2018.

Attest: _____

Nicole Armstrong, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
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: 2/15/2018



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

MEMORANDUM

To: Mayor & Village Council

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

From: Jerry Haddix, Village Administrator

Date: February 14, 2018

Subject: Archdiocese Sewer Easement

Attached is the easement agreement for the sanitary sewer extension across the St. Philips Church property. This is necessary to connect the new convenience store on 22 & 3 to the Village's sanitary sewer system. The cost of the easement is \$7,500 plus up to \$2,500 for tree replacement due to construction.

If you have any questions or need additional information, please contact me.

EASEMENT AND AGREEMENT
(Sanitary Sewer Line and Appurtenances)

Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio (successor in office, title and trust to Joseph L. Bernardin, former Archbishop of Cincinnati, and all the former Archbishops of Cincinnati, as such Trustee), as Trustee, with an address of 944 East U.S. 22 & 3, Morrow, Ohio 45152-9690 ("Grantor"), for Seven Thousand Five Hundred Dollars (\$7,500.00) and other good and valuable consideration recited herein paid by the **VILLAGE OF SOUTH LEBANON, an Ohio municipal corporation**, acting by and through its duly elected **Village Council**, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of **99 High Street, South Lebanon, Ohio 45065** ("Grantee"), the receipt and sufficiency of which are hereby stipulated, does hereby grant to Grantee, its successors and assigns forever, a non-exclusive easement in, on, over, under, across and through the real property particularly described in Exhibit "A" and illustrated in Exhibit "B" (the "Easement Area"), both of which are attached hereto and incorporated by reference herein, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating an underground sanitary sewer utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground sanitary sewer line.

The said permanent easement shall be subject to the following:

1. Grantee at its sole cost shall be entitled to survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove, the sanitary sewer utility line, apparatus and appurtenances within the Easement Area, including without limitation the activities customarily associated therewith and the right to remove or abate any obstructions or items that may endanger the safety of or interfere with Grantee's rights herein. The said Improvements shall be constructed or reconstructed in accordance with Project construction plans and specifications, a copy of which will be maintained on file in the Office of the South Lebanon Village Administrator and available to Grantor at all times. Grantee shall, at its expense, promptly return the surface of the Easement Area to its former condition as nearly as is reasonably

practicable subject to the rights in this Easement. Once Grantee commences construction of the Improvements, it shall diligently and expeditiously complete such construction. During construction of the Improvements, Grantee shall keep the worksite in neat, clean and orderly condition, and remove from Grantor's property any equipment or vehicles required for construction purposes when such equipment or vehicles are no longer being used for the same. Grantee shall take reasonable care to minimize the number of trees and shrubbery cut down in connection with construction of the Improvements.

2. After Grantee's approval and acceptance of the said Improvements, Grantee agrees that upon subsequent entry by Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of the Improvements, it will at Grantee's expense promptly restore the surface of Grantor's property within the Easement Area to its former condition as nearly as is reasonably practicable. Grantor understands and agrees that restoration of Grantor's property within the Easement Area shall not include repair or replacement of any structures, improvements, fixtures of other tangible items in the Easement Area.

3. The perpetual easement rights granted herein are "non-exclusive". Grantor retains the right to use Grantor's property for all purposes which do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvements or access thereto. Grantor shall not cause or allow any permanent or temporary building, structure, facility, or other improvement to be constructed in or upon the Easement Area, except utility service lines, paved parking, driveways, landscaping and sidewalks. If Grantor makes permanent or temporary improvements in or upon the Easement Area, other than those stated above, then Grantor shall assume full responsibility for any damage or destruction of such improvements by Grantee, and Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such improvements during the good faith exercise of the rights granted herein.

4. Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Easement and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded, and any subsequent transfers shall be subject to Grantee's rights established

herein. Grantor further covenants and warrants to Grantee that this Easement is not subordinate to any mortgages.

5. Grantee shall reimburse Grantor for expenses (not to exceed Two Thousand Five Hundred Dollars (\$2,500.00)) incurred by Grantor in connection with the planting of trees, shrubbery and other landscaping by Grantor on its property to screen the Easement Area after the Improvements are constructed; such reimbursement to be made within fifteen (15) days after submittal of invoice(s) by Grantor.

6. Any reference in this instrument to Grantee shall also include its agents, contractors, employees, officials and insurers. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The parties further stipulate that the venue for any litigation arising out of this Agreement shall exclusively be the Warren County Court of Common Pleas, and do further knowingly waive any right to initiate or remove any such litigation to any other county, state or federal court.

[signature pages follow]

GRANTOR

Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio, the Grantor herein, has executed this instrument on the date stated below.

**Dennis M. Schnurr, Archbishop of Cincinnati,
Trustee for the Members of the Congregation of St.
Philip the Apostle Roman Catholic Church,
Morrow, Warren County, Ohio**

STATE OF OHIO, COUNTY OF HAMILTON, ss.

BE IT REMEMBERED, that on the ____ day of _____, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared an individual known or proven to me to be Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio, whose name is subscribed hereto, and who acknowledged the signing and execution of said instrument is his free and voluntary act and deed.

[seal]

Notary Public: _____

My Commission Expires: _____

GRANTEE:

IN EXECUTION WHEREOF, the Village of South Lebanon, Ohio, acting through its Village Council, has caused this instrument to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, on the date stated below, pursuant to Resolution Number 18-_____ dated _____.

**VILLAGE OF SOUTH LEBANON,
OHIO**

SIGNATURE: _____

NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be **James D. Smith, Mayor** and **Nicole Armstrong, Fiscal Officer**, of the Village of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 18-_____, dated _____, and while acting in their official capacity, did acknowledge the signing thereof to be their voluntary act and deed.

[SEAL]

Notary Public: _____

My Commission Expires: _____

**THIS PREPARED AND
APPROVED AS TO FORM BY:**

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

SIGNATURE: _____

NAME: Paul R. Revelson

TITLE: Village Solicitor

DATE

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-10**

**A RESOLUTION TO INITIATE A ZONING TEXT AMENDMENT FOR ROOMING
HOME DWELLINGS AND GROUP RESIDENTIAL FACILITIES, AND
DECLARING AN EMERGENCY**

WHEREAS, Village Council has indicated its interest in amending the Village Zoning Code regarding rooming home dwellings and group residential facilities; and,

WHEREAS, per Section 15.7.3 (1) of the Village Zoning Code, Village Council, by adoption of a resolution, may initiate an amendment to the Zoning Code;

WHEREAS, immediate action is required to refer this action to the Village Planning Commission and proceed with the amendment process, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council hereby initiates a zoning resolution to amend the text of the Village Zoning Code relating to Rooming Home Dwellings and Group Residential Facilities.

Section 2. That the Village Administrator is directed to forward this request to the Village Planning Commission.

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 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 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 15th day of February, 2018.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable)
/2018

Effective Date – / /

Vote - ____ Yeas
 ____ Nays

First Reading – / /2018
Second Reading – / /2018
Third Reading – / /2018

Effective Date – / /2018

Vote - ____ Yeas
 ____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2018



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

MEMORANDUM

To: Mayor & Village Council

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

From: Jerry Haddix, Village Administrator

Date: February 14, 2018

Subject: Turtlecreek Road Water Agreement

Last year, Siteworx expressed their plans to construct a new facility on Turtlecreek Road near I-71. One of the requirements for the facility is public water service. Along Turtlecreek Road north of Mason-Morrow-Millgrove Road, Greater Cincinnati Water Works has a large water main that supplies water to the City of Lebanon. Also, Warren County has a large water main that runs from the well fields to serve other areas of the County. Given the crowded right-of-way, the best alternative is to allow Warren County to serve this area. The attached agreement allows Warren County to serve this area as well as the adjoining properties that would be difficult to serve with Village water.

If you have any questions or need additional information, please contact me.

WATER SERVICE AGREEMENT

This WATER SERVICE AGREEMENT (hereinafter, the "Agreement") is entered into on the date stated below by and between the SOUTH LEBANON VILLAGE COUNCIL, acting on behalf of the VILLAGE OF SOUTH LEBANON, an Ohio municipal corporation operating under a statutory scheme of municipal government in accordance with Chapter 731.09, et seq., of the Revised Code, 99 North High Street, South Lebanon, Ohio 45036 (hereinafter "South Lebanon") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio political subdivision operating under a statutory scheme of County government in accordance with Chapter 305, et seq., of the Revised Code, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter, the "County").

WITNESSETH:

WHEREAS, South Lebanon has received a request for water service from Site Worx LLC, an Ohio limited liability company (hereinafter, "Site Worx") to serve its proposed corporate office and warehouse facility site located in the corporate limits of South Lebanon, Warren County, Ohio (the "Site Worx site"); and,

WHEREAS, the water main owned by South Lebanon in closest proximity to the Site Worx site is approximately 1,900 feet from the Site Worx site; and,

WHEREAS, in addition to the Site Worx site, there are additional properties, identified in Table 1 below, within the corporate limits of South Lebanon along Turtlecreek Road without the ability to connect to a South Lebanon owned water main; and

WHEREAS, a suitable water main owned and operated exclusively by the County to provide water service is readily available to the properties identified in Table 1 below that are located along Turtlecreek Road; and,

WHEREAS, the County is willing to extend its water main into the corporate limits of South Lebanon to serve the Site Worx site, as long as South Lebanon releases all of the properties identified in Table 1 below and transfers the exclusive rights to the County to be the sole water service provider for all such properties in perpetuity; and,

WHEREAS, South Lebanon desires to release and transfer to the County the exclusive rights for the County to be the sole water service provider in perpetuity to all of the properties identified in Table 1 below, regardless of whether the acreage of each parcel remains unchanged or are split and/or subdivided and/or consolidated and/or platted and/or replatted in to multiple parcels or lots in the future.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the County and South Lebanon, hereby agree as follows:

1) This Agreement hereby creates and area shall be known for all purposes herein as the County Retail Water Service Area as illustrated in the attached Exhibit "A" incorporated herein and made a part hereof, which consists of the entire acreage of the parcels identified in Table 1:

TABLE 1
County Retail Water Service Area
Village of South Lebanon, Warren County

Parcel ID	Account No.	Owner	Acreage
12-08-478-001	6804986	Site Worx LLC, an Ohio limited liability company	14.468
12-08-478-013	6803262	Oeder & Son's Garage Inc.,	0.277
12-02-351-002	6803459	Oeder Holdings, LLC, an Ohio limited liability company	25.7834
12-01-102-001	6801294	The Village of South Lebanon	5.001
TOTAL			45.5294

(2) South Lebanon hereby releases and transfers all of its exclusive rights and responsibilities to serve as the water service provider in accordance with Ohio Revised Code §6103.03 et seq. to the County, and the County shall be the sole and exclusive Retail Water Service Provider, in perpetuity, in the Retail Water Service Areas illustrated in Exhibit "A" consisting of the entire acreage of the properties identified in Table 1 above (regardless of whether the acreage of each parcel remains unchanged or is split and/or subdivided and/or consolidated and/or platted and/or replatted in to multiple parcels or lots in the future).

(3) The County shall not provide water service to any other properties within South Lebanon's service area, not already subject to a separate written agreement between the parties, without South Lebanon's written approval.

4) Within the area released to the County for retail water service, the County shall own, operate, and maintain the water mains, and be solely responsible therefor. Service to the properties shall be in accordance with County rules, regulations, and standards applicable to such service, including without limitation those providing for the provision of water service outside County boundaries, as such rules, regulations and standards may be modified or amended from time to time. Water service customers within the area released will be required to install and maintain redundant pressure reducing valves within five feet after the County owned meter. All costs and responsibility of pressure reducing valves will be those of the property owner.

5) The Tap-In fees and water user rates charged to customers shall be collected and paid to the County as established by the County, as set forth in the County's applicable fee schedules. These fees and user rate schedules shall be subject to adjustment as determined by the County.

6) South Lebanon agrees to issue required permits and allow the County to work within any right of way of Turtlecreek Road that may be in the corporate limits of South Lebanon, without paying fees or costs, if such work relates to the construction, operation, repair and maintenance of the County's water main and appurtenant apparatus used in the provision of water service in the County Water Service Area. The County shall be responsible for obtaining

required permits from the County Engineer for any area of the right of way of Turtlecreek Road located outside the corporate limits of South Lebanon.

7) Miscellaneous.

- a) Definition. Retail water service shall be defined to mean that all of the owners and occupants in the County Water Service Area illustrated in Exhibit A who shall receive their exclusive water supply from the County, and such owners and occupants shall be the exclusive retail customers of the County whose consumption shall be billed directly by the County, and such owners and occupants shall pay the tap-in fees and their water consumption bills directly to the County, and they shall strictly comply with the Rules and Regulations of the Warren County Water and Sewer Department in effect at the time the parties execute this Agreement, and as may be amended thereafter. See www.co.warren.oh.us/water/rules.pdf.
- b) Consideration. The parties stipulate that there is mutual benefit and consideration provided and received by virtue of the terms and conditions of this Agreement.
- c) Binding Effect. This Agreement shall run with the land and shall be binding and enforceable upon the parties and their successors and permitted assigns.
- d) Assignment. This Agreement shall not be assignable by any of the parties hereto without the written consent of the other party.
- e) Waiver. Neither any failure nor any delay by any party in exercising any right under this Agreement or any amendment thereto 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.
- f) 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.
- g) Integration of Agreement. This Agreement supersedes all prior agreements, oral and written, between the parties with respect to the subject matter thereunder. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by all of the parties hereto.

- h) Governing Law and Venue. This Agreement shall be construed under the laws of the State of Ohio. By agreement of the parties, the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of or related thereto in any way to this Agreement shall exclusively be in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and the parties hereby waive any right to bring or remove such matters in or to any other state or federal court.

SOUTH LEBANON:

IN EXECUTION WHEREOF, the South Lebanon Village Council, has caused this Agreement to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, in accordance with section 731.14 of the Revised Code, on the date stated below, pursuant to the accompanying Resolution Number _____, dated _____ authorizing this Agreement and the said public officials to execute the Agreement on its behalf.

VILLAGE OF SOUTH LEBANON

SIGNATURE: _____

NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: _____

Approved as to form:

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

Paul R. Revelson

Date: _____

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Board Resolution No. _____, dated _____ authorizing this Agreement and the said public officials to act on its behalf.

**WARREN COUNTY BOARD OF
COMMISSIONERS**

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

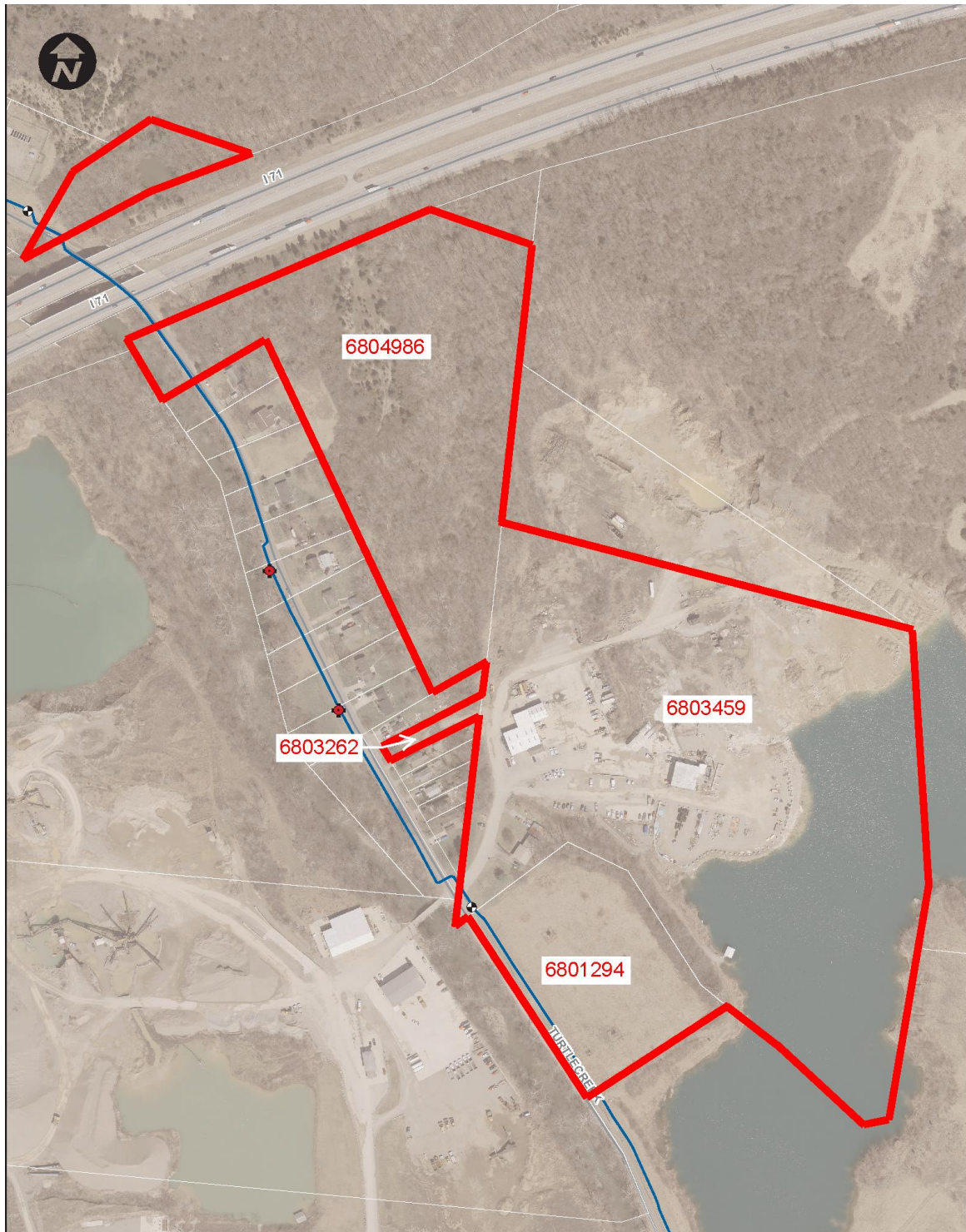
Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce McGary, Asst. Prosecutor

Date: _____

EXHIBIT A
COUNTY RETAIL WATER SERVICE AREA
South Lebanon, Warren County



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

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE MAYOR
AND FISCAL OFFICER TO EXECUTE A WATER SERVICE AGREEMENT WITH
WARREN COUNTY RELATING TO THE TURTLECREEK ROAD AREA**

WHEREAS, the Village has received a request from Siteworx, LLC for water service to a planned office/warehouse facility for their business on Turtlecreek Road; and

WHEREAS, the Village does not currently provide water service to the area shown on Exhibit A of the Agreement; and,

WHEREAS, it is not feasible to extend water service along Turtlecreek Road due to the existing large water mains owned by Greater Cincinnati Water Works and the Warren County Board of Commissioners; and

WHEREAS, the County is willing to extend water service to the area shown on Exhibit A; and

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

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Water Service Agreement attached hereto.

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

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

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

Adopted this day of , 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
Second Reading – / /2018
Third Reading– / /2018

Effective Date – / /2018

Vote - ____ Yeas
 ____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2018



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

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: 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.

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

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.

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

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, OHIO
RESOLUTION NO. 2018-____**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE RENEWAL
OF THE VILLAGE'S PRESENT LOW DEDUCTIBLE [TRADITIONAL] HEALTH
INSURANCE PLAN WHICH IS OFFERED TO FULL-TIME VILLAGE EMPLOYEES
AND DECLARING AN EMERGENCY**

WHEREAS, the Village currently offers health insurance coverage for full-time employees as an employee benefit consisting of a low-deductible [traditional] health insurance plan from Humana with a \$1,000 annual deductible for an individual plan, and \$2,000.00 annual deductible for a family plan, which provides 100% coverage of medical charges after the deductible limits are met, with no co-pays required except as stipulated in the plan; and,

WHEREAS, the Village staff has obtained quotes ~~for~~~~om multiple~~ health, dental, ~~vision~~ and life insurance ~~companies~~; and,

WHEREAS, the most cost effective quote obtained for health insurance is the low deductible [traditional] plan from Humana with a \$1,000.00 annual deductible for an individual plan, and \$2,000.00 annual deductible for a family plan with a 1.88% decrease in total annual premium costs from the current plan; and,

WHEREAS, the most cost effective quote obtained for dental insurance is the present POS plan from Superior Dental; and,

WHEREAS, the most cost effective quote obtained for life insurance is the life insurance plan from Humana; and,

~~———WHEREAS, the most cost effective quote obtained for vision insurance is the present vision insurance plan from VSP; and,~~

WHEREAS, the Village shall continue to pay 89% of the premium cost for each employee covered by the health, dental and life insurance plans; and,

WHEREAS, the Village shall offer employees eleven percent (11%) of any premium cost savings the Village receives as a result of the employee's participation in the Humana Vitality Rewards Program; and

WHEREAS, action is required to assure the Village offer insurance coverage for those full-time employees offered health, dental and life ~~and vision~~ insurance in accordance with the terms of their employment benefits with an effective date of April 1, 2018 and is the most cost effective means for doing so, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council approves and authorizes the health insurance contract with Humana from April 1, 2018 through March 31, 2019.

Section 2. That the Council approves and authorizes the renewal of the 2018 dental insurance contract with Superior Dental Plus 2017 from April 1, 2018 through March 31, 2019.

Section 3. That the Council approves and authorizes the life insurance contract with Humana from April 1, 2018 through March 31, 2019.

~~**Section 4.** That the Council approves and authorizes the renewal of the 2018 vision insurance contract with VSP from April 1, 2018 through March 31, 2019.~~

Section 45. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 56. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 67. 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.

Section 78. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of ~~February~~March, 2018.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2018 (if applicable) Effective Date – __/__/2018

Vote - ____ Yeas
 ____ Nays

First Reading – / /2018
Second Reading – / /2018
Third Reading– / /2018

Effective Date – / /2018

Vote - ____ Yeas
 ____ Nays

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: __/__/2018



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

MEMORANDUM

To: Mayor & Village Council

CC: Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: February 14, 2018

Subject: Zoning Text Amendment

At the last Council meeting, Paul presented a draft zoning text amendment re: group residential facilities. The attached resolution would initiate the text amendment process and refer the amendment to the Village Planning Commission. The amendment will ultimately come back to Council after the Planning Commission reviews it.

If you have any questions or need additional information, please contact Paul or myself.