

**AGENDA**  
**REGULAR MEETING OF VILLAGE COUNCIL**  
**MAY 17, 2018 at 6:30 P.M.**

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen  
James Boerio  
Linda Burke

Bryan Corcoran  
Bill Madison  
Rolin Spicer

3. Guests:

4. Floor open to the public:

5. New Business:

Emergency Ordinance 2018-7 amending appropriation Ordinance 2018-6 to make appropriations for current expenses for the period January 1, 2018 through December 31, 2018

Resolution 2018-25 authorizing purchase of property located on W. Pike Street

Emergency Resolution 2018-26 approving change orders 2, 3, 4 and 5 to contract with Kramer & Feldman, Inc.

Resolution 2018-27 approving to advertise for sale property owned by the Village

Authorization of Invoices

Approval of April Financial Statements

6. Old Business:

Second Reading Resolution 2018-22 zoning map Amendment for properties located at 5025 and 5067 Lebanon Road

Second Reading Resolution 2018-23 authorizing Village Administrator to sale items using 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  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Paul Revelson, Village Solicitor  
Jerry Haddix, Village Administrator

**From:** Nicole Armstrong, Fiscal Officer

**Date:** May 16, 2018

**Subject:** Appropriation Ordinance 2018-7

---

At the last meeting, on Thursday, May 3<sup>rd</sup>, I stated I would be providing to Council an amended appropriation ordinance to increase for the items below. Attached is the ordinance.

- State Route 48/MMM intersection grant revenue for 2018 - \$2,088,485.18
  - Ohio Public Works Commission (State) - \$457,175.66
  - Dept. of Transportation/Federal Highway Administration (Federal) - \$1,631,309.52

The Warren County Engineer's Office administers the grant. The Village does not physically receive the revenue or pay the contractors; however, the State Auditor's Office requires our revenue budget and appropriations reflect these amounts.

- TIF Fund (River's Crossing) - \$87,000.50

The amount we receive this year in Real Estate Tax for the River's Crossing TIF is expected to be \$987,000.50. The original revenue amount reported on the Budget to the County was \$900,000.00, which is an increase of \$87,000.50.

If you have any questions, do not hesitate to contact me.



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:** May 16, 2018

**Subject:** Resolution 2018-25 - Former South Lebanon Auto Parts (SLAP) Garage

---

Attached, for a first reading at the 5/17 meeting, is a resolution and agreement for the purchase of the property at the NE corner of Lebanon Road & Pike Street owned by Susan Ramsey. This includes a garage on the property.

If you have any questions, feel free to contact me.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-25**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL  
OFFICER TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT FOR  
PROPERTY LOCATED ON W. PIKE STREET IN THE VILLAGE OF SOUTH  
LEBANON**

**WHEREAS**, the real estate located on W. Pike Street consisting of Sidwell# 12-01-206-010 is currently a storage facility owned by Susan Ramsey; and,

**WHEREAS**, the current property owner desires to sell the said property to the Village for a total price of \$85,000.00; and,

**WHEREAS**, the Council desires that the Village acquire title to the said property as the said property would be a useful storage facility for Village equipment; and,

**WHEREAS**, the Village Solicitor prepared a Real Estate Purchase Agreement and the Village Administrator tendered the Agreement to the Seller who has approved the same which is attached hereto; 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.** Approve the Real Estate Purchase Agreement and further authorize the Mayor and Fiscal Officer to execute the same, a copy of which is 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 June, 2018.

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

Nicole Armstrong, Fiscal Officer/Clerk

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: \_\_\_\_\_

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is entered into this \_\_\_\_\_, \_\_\_\_\_ by and between Susan Ramsey (hereinafter referred to as "Seller"), whose address is 3817 Washington Way Morrow, OH 45152 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.

The parties hereby agree that Seller shall sell to Buyer or Buyer's Assigns and Buyer or Buyer's Assigns shall buy the following described real property upon the following terms and conditions:

1. Description.

- (a) Legal description of real estate (hereinafter referred to as "Property"): Located in the County of Warren, State of Ohio and being more particularly described in attached Exhibit A.
- (b) Street address of the property: Seller's interest in W. Pike Street South Lebanon, OH 45065 - Parcel No. 12-01-206-010
- (c) Personal property included:

2. Purchase Price. \$85,000.00

Payment:

- (a) Deposit \$0.00
- (b) Balance to close in cash or certified or cashier's check, subject to prorations and adjustments \$85,000.00

3. Financing.

N/A

4. Title.

Seller shall convey a marketable title by General Warranty Deed executed at upon payment of all sums due subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and those which shall be discharged by Seller at or before closing. Marketable title shall be determined in accordance with applicable law. If title is found defective, Buyer shall, within three (3) days thereafter, notify Seller specifying the defects. If said defects render title unmarketable, Seller shall have thirty (30) days from receipt of notice within which

to remove said defects, and if Seller is unsuccessful in removing same within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement; however, Seller agrees that she will, if title is found to be unmarketable, use diligent efforts to correct the defects in title within the time provided therefore, including the bringing of necessary suits.

5. Time for Acceptance and Effective Date.

N/A

6. Appraisal Contingency.

N/A

7. Closing Date.

This transaction shall be closed on or before June 30, 2018, with all sums due being paid to Seller and Deed being executed and delivered to Buyer.

8. Restrictions, Easements, Limitations.

The Buyer shall take title subject to: zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities; covenants, restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes and assessments for year of closing and subsequent year.

9. Occupancy and Leases.

Buyer shall be delivered possession to the Property sixty (60) days after closing to enable Seller to remove items from the premises.

10. Ingress and Egress.

Seller warrants that there is ingress and egress to the property sufficient for the intended use as set out herein, the title to which is in accordance with Paragraph 4 hereof.

11. Time of Essence.

Time is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business

day.

12. Documents for closing.

Seller shall furnish the deed and any corrective instruments that may be required in connection with perfecting title.

13. Expenses.

Conveyance fee, cost of deed preparation and the cost of recording any corrective instruments shall be paid by Seller. All other costs to be paid by buyer.

14. Proration of Taxes

Taxes and assessments shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and homestead or other exemptions, if allowed for said year.

14. Inspections

N/A. Buyer buying property "as-is."

15. Maintenance.

Real property, including lawn, shrubbery and landscaping, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designated agent will be permitted access for inspection prior to closing to confirm compliance with this Paragraph.

16. Default.

If, for any reason other than failure of Seller to render his title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, the Buyer may seek specific performance resulting from Seller's breach.

17. Persons Bound and Notice.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and on gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

18. Other Agreements.

No prior agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modifications or changes in this



Agreement shall be valid or binding upon the parties hereto unless in writing, executed by the parties to be bound thereby.

20. Miscellaneous

N/A

Dated:

SELLER

BUYER

The Village of South Lebanon, an  
Ohio Municipal Corporation

\_\_\_\_\_  
Susan Ramsey

\_\_\_\_\_  
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, OHIO  
RESOLUTION NO. 2018-26**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE CHANGE ORDERS #2, 3, 4 & 5 TO CONTRACT WITH  
KRAMER & FELDMAN, INC. FOR THE VILLAGE OF SOUTH LEBANON  
MUNICIPAL BUILDING RENOVATION PROJECT IN THE VILLAGE OF SOUTH  
LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, on April 5, 2018, the Village Council adopted Resolution No. 2018-17 and entered into a contract with Kramer & Feldman, Inc. ("Contractor") for the construction of the Village of South Lebanon Municipal Renovation Project in the amount of \$790,429.00; and,

**WHEREAS**, on May 3, 2018, the Village Council adopted Resolution No. 2018-24 and approved Change Order No. 1 with the Contractor for the construction of the Village of South Lebanon Municipal Renovation Project in the amount of \$28,036.47; and,

**WHEREAS**, said Contractor has provided quotes to perform additional ceiling demolition not included in the original scope of services, as well as additional asbestos remediation at 10 N. High Street resulting in a net increase of \$26,458.10 to the contract price; and,

**WHEREAS**, immediate action is required to approve said change orders to allow for the Contractor's asbestos abatement subcontractor to complete the additional work while they are working on the original scope of work 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 Change Orders #2, 3, 4 & 5 with Kramer & Feldman, Inc., copies of which are attached hereto, and further authorize the Mayor and Fiscal Officer to execute Change Orders 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 17<sup>th</sup> day of May, 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: \_\_\_\_\_

Kramer and Feldman General Contractor

5/9/2018

Project: South Lebanon Municipal Building

Change Order 3

Scope: Remove front entry storefront containing

asbestos panels

\$ 1,850.00

Delete KFI Demo of storefront

\$ (1,450.00)

Labor	hours	x	\$57.80 /hour	=	\$0.00
KFI Supervision	2 hours	x	\$59.00 /hour	=	\$118.00
Subcontractor				\$	400.00
Equipment				\$	-
Truck					
Material				\$	-
Sub-total					\$518.00
Overhead	10%			\$	51.80
Profit	5%			\$	28.49
Bond				\$	11.97
Total cost				\$	598.29

Extends completion date by: 0 days

Sign off approval: \_\_\_\_\_ Date: \_\_\_\_\_



*Family Owned (Since 1990)  
Ohio – Kentucky - Indiana  
Small Business Enterprise*

April 30, 2018

Mr. Carl Padgett Jr. 821-7444  
KRAMER AND FELDMAN, INC.  
7636 Production Drive  
Cincinnati, Ohio 45237

Dear Carl:

Re: South Lebanon Municipal Building  
10 North High Street  
South Lebanon, Ohio 45065

(Asbestos Removal)

Thank you for allowing Rainbow to submit **change order #3** to remove and dispose the front entry windows & framing that contains asbestos from the 1<sup>st</sup> & 2<sup>nd</sup> floors of the building located at the address referenced above. The following is the scope of work:

### **SCOPE OF WORK**

#### **Front Entry**

1. Remove and dispose metal windows, metal framing, metal door, glass, and transite panels form the entire entry (1<sup>st</sup> & 2<sup>nd</sup> floors) of the building.

**Note:** After the removal, there will be an opening to the building.

The general contractor will board up after removal is complete.

**The cost to do this scope of work is \$1,850.00 and due per payment terms.**

This price includes labor, materials, equipment, and disposal.

This price is based on ***prevailing wage rates***.

**Notes:** Once the job has started, if we encounter an unexpected situation or unanticipated problem requiring additional labor and materials, there will be an additional charge based on the actual labor and material cost required.

**Certifications:** All work will be performed by Certified State of Ohio personnel and be in compliance with Federal, State, and Local regulations, utilizing protected personnel.

**Insurance:** In addition to worker's compensation, our employees are bonded, and all work is covered by a \$5,000,000 asbestos policy.

Kramer and Feldman General Contractor

5/3/2018

Project: South Lebanon Municipal Building

Change Order 2

Scope: Remove acoustical ceiling grid, pads and salvage light  
fixtures per sheet A2.0, revision 3 dated 01/29/18.  
Add one dumpster

Labor	51 hours	x	\$57.80 /hour	=	\$2,947.80
KFI Supervision	1 hours	x	\$59.00 /hour	=	\$59.00
Subcontractor				\$	3,850.00
Equipment				\$	600.00
Truck					
Material					
Sub-total					<u>\$7,456.80</u>
Overhead	10%			\$	745.68
Profit	5%			\$	410.12
Bond				\$	172.25
Total cost					<u><u>\$ 8,784.86</u></u>

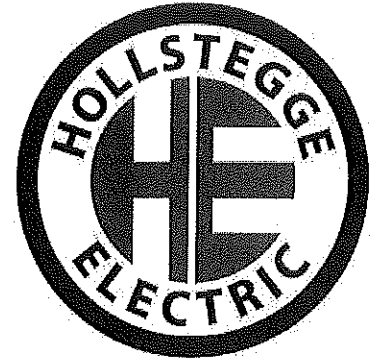
Extends completion date by: 3 days

Sign off approval: \_\_\_\_\_ Date: \_\_\_\_\_

# Hollstegge Electric

P.O Box 27

Miamitown, Ohio 45041



**RE:** Change order request

**Project** - Village of South Lebanon  
Municipal Building Renovation Project  
10 North High St  
South Lebanon, OH 45065

**General contractor** - Kramer & Feldman Inc.  
7636 Production Dr.  
Cincinnati, OH 45237

**Description** - Per RFI #1  
  
Provide labor and materials to remove and store salvaged light fixtures that are to be reinstalled in new acoustic ceiling.

**Total** - Labor and materials.....\$ 3,850.00

If you have any questions please feel free to contact Randy Hartmann @ (513) 353-9303 office  
(513) 623-6411 cell

Regards,

**Randy K. Hartmann**

PM/E Hollstegge Electric

HOLLSTEGGE ELECTRIC  
OFFICE: (513) 648-9300

P.O.BOX 27  
OH LIC. #45361

MIAMITOWN, OH 45041  
KY LIC. #CE3908

.....[www.hollsteggeelectric.com](http://www.hollsteggeelectric.com).....



**KRAMER & FELDMAN INC**

7636 PRODUCTION DRIVE • CINCINNATI, OHIO 45237

PHONE: (513) 821-7444 • FAX: (513) 821-2271

Kramer and Feldman General Contractor

5/10/2018

Project: South Lebanon Municipal Building

Change Order 4

Scope:

Remove glue dots from room where marker boards

have been removed on first floor.

\$ 7,700.00

Based on (7) rooms and approx. 1400 SF

Labor 0 hours x \$54.00 /hour = \$0.00

KFI Supervision 0 hours x \$56.00 /hour = \$0.00

Subcontractor \$ 7,700.00

Equipment \$ -

Truck

Material

Sub-total \$7,700.00

Overhead 7% \$ 539.00

Profit 5% \$ 411.95

Bond \$ 173.02

Total cost \$ 8,823.97

Extends completion date by: 1 days

Sign off approval: \_\_\_\_\_ Date: \_\_\_\_\_





**KRAMER & FELDMAN INC**

7636 PRODUCTION DRIVE • CINCINNATI, OHIO 45237

PHONE: (513) 821-7444 • FAX: (513) 821-2271

Kramer and Feldman General Contractor

5/10/2018

Project: South Lebanon Municipal Building

Change Order 5 Revised

Scope:

Remove glue dots from room where marker boards

have been removed on 2nd floor.

\$ 7,200.00

Based on (6) rooms and approx. 1200

Labor	0 hours	x	\$54.00 /hour	=	\$0.00
KFI Supervision	0 hours	x	\$56.00 /hour	=	\$0.00
Subcontractor				\$	7,200.00
Equipment				\$	-
Truck					
Material					
Sub-total					\$7,200.00
Overhead	7%			\$	504.00
Profit	5%			\$	385.20
Bond				\$	161.78
Total cost				\$	<u>8,250.98</u>

Extends completion date by: 0 days

Sign off approval: \_\_\_\_\_ Date: \_\_\_\_\_



*Family Owned (Since 1990)  
Ohio – Kentucky - Indiana  
Small Business Enterprise*

May 9, 2018

Mr. Carl Padgett Jr. 821-7444  
KRAMER AND FELDMAN, INC.  
7636 Production Drive  
Cincinnati, Ohio 45237

Dear Carl:

Re: South Lebanon Municipal Building  
10 North High Street  
South Lebanon, Ohio 45065

(Asbestos Removal)

Thank you for allowing Rainbow to submit **change order #4** to remove and dispose of asbestos containing glue dots from the 1<sup>st</sup> & 2<sup>nd</sup> floors of the building located at the address referenced above. The following is the scope of work:

### **SCOPE OF WORK**

#### **2<sup>nd</sup> Floor**

1. Remove and dispose (1,200 square feet) of asbestos containing glue dots from the concrete block walls in (6) classrooms.

The cost to do this work is \$7,200.00 and due per payment terms.

#### **1<sup>st</sup> Floor**

2. Remove and dispose (1,400 square feet) of asbestos containing glue dots from the concrete walls in (7) classrooms.

**The cost to do this scope of work is \$7,700.00 and due per payment terms.**

This price includes labor, materials, equipment, and disposal.

This price is based on **prevailing wage rates**.

**Notes:** Once the job has started, if we encounter an unexpected situation or unanticipated problem requiring additional labor and materials, there will be an additional charge based on the actual labor and material cost required.

**Certifications:** All work will be performed by Certified State of Ohio personnel and be in compliance with Federal, State, and Local regulations, utilizing protected personnel.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-23**

**A RESOLUTION DECLARING CERTAIN ITEMS OF VILLAGE PROPERTY NOT NEEDED FOR PUBLIC USE, OR OBSOLETE OR UNFIT FOR THE USE FOR WHICH THE ITEMS WERE ACQUIRED, AND FURTHER AUTHORIZING THE VILLAGE ADMINISTRATOR TO SALE SUCH ITEMS USING [GOVDEALS.COM](http://GOVDEALS.COM)**

**WHEREAS**, in accordance with Resolution No. 2018-7, the Village entered into a contract for the calendar year 2018 with [Govdeals.com](http://Govdeals.com) to sell tangible items of personal property belonging to the Village which are not needed for public use, or is obsolete or unfit for the use for which each item was acquired; and,

**WHEREAS**, upon the recommendation of the Village Administrator, the following tangible items of personal property belonging to the Village should be declared by the Council to not be needed for any public use, obsolete or unfit for the use for which the items were intended:

- 2008 Ford Crown Victoria  
Serial #2FAFP71V08X132249
- 1968 Ford Model 2000 Tractor  
Serial#C226086

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

**Section 1.** That the Council declares the following items of tangible personal property belonging to the Village not needed for any public use, obsolete or unfit for the use for which the items were intended:

- 2008 Ford Crown Victoria  
Serial #2FAFP71V58X152867
- 1968 Ford Model 2000 Tractor  
Serial#C226086

**Section 2.** That the Council authorizes the Village Administrator to cause the following items to be sold by [Govdeals.com](http://Govdeals.com) as long as the item sells for the minimum bid (or no minimum bid, if no bid is listed below):.

<u>Item</u>	<u>Minimum Bid</u>
2008 Ford Crown Victoria	\$1,000.00
1968 Ford Model 2000 Tractor	\$500.00

**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  
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:** May 17, 2018  
**Subject:** Sewer Forgiveness Request – 80 Main Street

---

We were made aware of a situation where one of our utility customers unbeknownst to him had a leak in the service line to his house. His water usage has been anywhere from 9,00 gallons to 15,000 gallons. Apparently, this has been going since November, 2015, & continued to pay the bill.

He is moving to another residence in town and is closing out this account.

Based on his usage, I would recommend forgiving the sewer charge above the normal usage which would be \$183.15.



Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & Village Council

**CC:** Nicole Armstrong, Fiscal Officer

**From:** Jerry Haddix, Village Administrator

**Date:** May 16, 2018

**Subject:** Resolution 2018-26 - Additional demo & asbestos removal at Municipal Building

---

The attached resolution & change orders are for additional demo & asbestos remediation on the school building. The \$15,000 that was approved at the last meeting is included in this change order. The total increase with these change orders is \$26,458.10.

Originally, we were going to do the ceiling demolition in house. After further review, given we are already short-staffed and the work would require an electrician, it was determined that adding to the contract was the most reasonable option.

There will be hopefully just a few more change orders for items or issues that have come up since the bids were opened. We're working diligently to try to minimize the change order.

If you have any questions, feel free to contact me.

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-27**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO ADVERTISE FOR SALE PROPERTY OWNED BY THE  
VILLAGE LOCATED ON TURTLECREEK ROAD**

**WHEREAS**, the Village of South Lebanon acquired title to vacant land located on Turtlecreek Road (Parcel No. 12-01-102-001) from Lebanon Mason, LLC by deed dated January 11, 2018 and recorded January 12, 2018 in Instrument No. 2018-001349; and,

**WHEREAS**, Ohio Revised Code § 721.01 permits municipalities to sell real estate if the real estate is not needed for any municipal purpose; and,

**WHEREAS**, Ohio Revised Code § 721.03 requires municipalities to first advertise real estate for sale for once a week for five consecutive weeks in a newspaper of general circulation within the municipal corporation prior to entering into a contract for sale; and,

**WHEREAS**, the Village now desires to advertise for sale the property located on Turtlecreek Road.

**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 vacant property located at Turtlecreek Road (Parcel No. 12-01-102-001) is not needed for any municipal purpose.

**Section 2.** That the Council desires to and does hereby authorize the Village Administrator to prepare an invitation for sealed bids to sell the property at Turtlecreek Road (Parcel No. 12-01-102-001) the real estate and improvements at as-is and where-is and subject to the invitation reserving to Council the right to reject all bids.

**Section 3.** That the Council does hereby authorize the Administrator to advertise the said invitation in a newspaper of general circulation in the Village using the abbreviated publication process permitted in Section 7.16 of the Revised Code; and,

**Section 4.** That no contract to sell to the highest bidder shall be entered into until such time as Council passes a separate Ordinance to sell the property and accept the highest bid, approved by two-thirds vote of the members of Council; and,

**Section 5.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 6.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**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 adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this      day of June, 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: \_\_\_\_\_

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-22**

**A RESOLUTION TO INITIATE A ZONING MAP AMENDMENT FOR THE  
PROPERTIES LOCATED AT 5025 LEBANON ROAD (PARCEL# 16-06-203-003) AND  
5067 LEBANON ROAD (PARCEL# 16-06-203-002) CONSISTING OF 2.426 ACRES  
FROM B-2 [GENERAL BUSINESS DISTRICT] TO R-1 [SINGLE FAMILY  
RESIDENTIAL DISTRICT]**

**WHEREAS**, the current uses of the properties located at 5025 and 5067 Lebanon Road are currently single family residential and vacant, respectively, with the current Village zoning designation shown as B-2 (General Business District); and,

**WHEREAS**, the zoning and current uses surrounding said properties, including Village and unincorporated areas, are single family residential in nature; and

**WHEREAS**, the Village Comprehensive Plan, adopted on September 3, 2015, shows said properties as a future residential land use, 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.

**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 hereby initiates a zoning map amendment for 5025 Lebanon Road (Parcel# 16-06-203-003) and 5067 Lebanon Road (Parcel# 16-06-203-002) from B-2 [General Business District] to R-1 [Single Family Residential District].

**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 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.

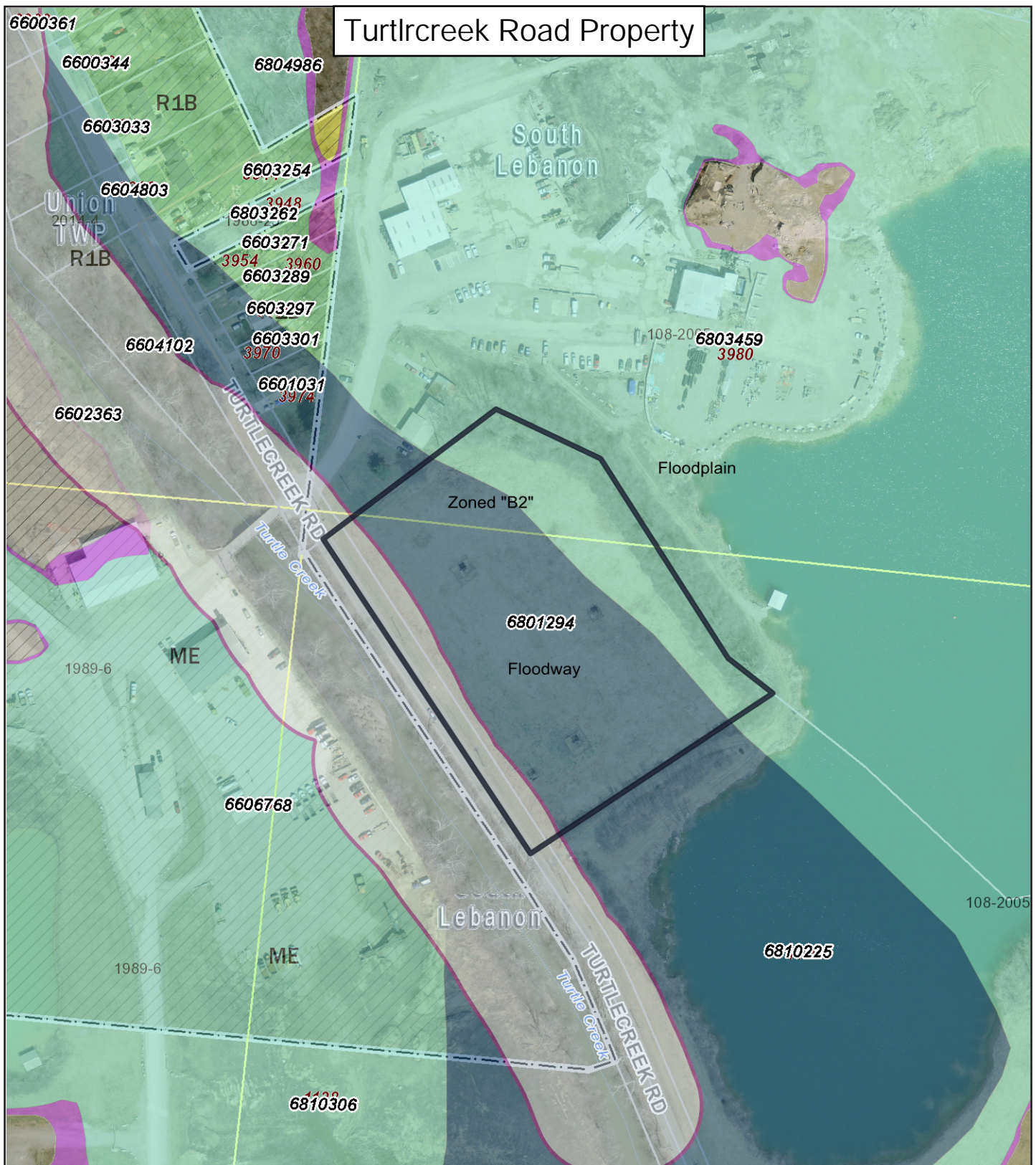
Attest: \_\_\_\_\_  
Nicole Armstrong, Fiscal Officer      James D. Smith, Mayor

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



### 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

