

AGENDA

REGULAR MEETING OF CITY COUNCIL SEPTEMBER 1, 2022 at 6:00 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
Linda Burke
Brenda Combs

Maryan Harrison
Bill Madison
Rolin Spicer

3. Pledge of Allegiance

4. Guests: Judge Gary Loxley and Judge Rob Fischer, Warren County Court

5. Floor open to the public

6. New Business: Emergency Resolution 2022-34 appointing representatives to the OneOhio Recovery Foundation Board

Emergency Resolution 2022-35 authorizing a waterline easement agreement with property owners for the placement of a master meter outside of the Zoar Road right-of-way

Emergency Resolution 2022-36 authorizing the city to participate in the Ohio Department of Transportation (ODOT) cooperative purchasing program

Emergency Resolution 2022-37 rescinding Resolution 2022-25 relating to a stormwater easement agreement with property owner

Approval of Invoices

Approval of Meeting Minutes:
Regular Meeting – August 18, 2022

7. Old Business: Ordinance 2022-21, Second Reading, amending Ordinance 2019-13 and Ordinance 2021-20 regarding ORC Section 705.13 number of permitted absences by members of Council from regular council meetings

8. Communications and reports from City Officials and Committees:

- | | |
|------------------------|--------------------|
| a. Mayor | e. Solicitor |
| b. Fiscal Officer | f. Sergeant |
| c. Administrator | g. Council Members |
| d. Asst. Administrator | |

9. Executive Session:

10. Adjournment:



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

MEMORANDUM

To: Mayor & City Council
CC: Tina Williams, Fiscal Officer
From: Jerry Haddix, City Administrator
Date: August 29, 2022
Subject: One Ohio Governance Resolution #2 - Appointments

At the last meeting you approved OneOhio resolution approving the governance structure. There was actually a 2nd resolution re: the appointment of a representative and an alternate from our region.

The representative on the resolution is Greta Hochstetler Mayer. She is the CEO of the Mental Health Recovery Board of Clark, Greene & Madison Counties.

The alternate is Karen Scherra. She is the Executive Director of the Clermont County Mental Health & Recovery Board.

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

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-34

**A RESOLUTION APPOINTING INITIAL REGION 14 REPRESENTATIVE AND
ALTERNATE REPRESENTATIVE TO THE ONE OHIO RECOVERY
FOUNDATION, INC. BOARD, AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon is a Local Government that has adopted and approves The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and

WHEREAS, this jurisdiction is a participant in **Region 14** as established by The Memorandum; and

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded from the Region’s regional Share; and

WHEREAS, the imminent distribution of Opioid Funds through the OneOhio Recovery Foundation, Inc. requires immediate appointment of a regional representative from this Region; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; and

WHEREAS, Greta Hochstetler Mayer has expressed a willingness and ability to serve as the initial **Region 14 Representative** on the OneOhio Recovery Foundation, Inc. Board for an initial term that will begin May 16, 2022 by and upon concurrence of all Local Governments participating in **Region 14**, and end May 15, 2024 upon reappointment, a successor appointment, resignation or removal by the regional board.

WHEREAS, Karen Scherra has expressed a willingness and ability to serve as the initial **Region 14 Alternate Representative** alternate on the OneOhio Recovery Foundation, Inc. Board for an initial term that will begin May 16, 2022 by and upon concurrence of all Local Governments participating in **Region 14**, and end May 15, 2024 upon reappointment, a successor appointment, resignation or removal by the regional board.

WHEREAS, immediate action is needed to ensure the prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in **Region 14, Greta Hochstetler Mayer** shall be appointed as the initial **Region 14 Representative** to the OneOhio Recovery Foundation, Inc. Board;

Section 2. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in **Region 14, Karen Scherra** shall be appointed as the initial **Region 14 Alternate Representative** to the OneOhio Recovery Foundation, Inc. Board;

Section 3. This **Region 14 Representative and Alternate** may exercise all authority of a OneOhio Recovery Foundation, Inc. Board member under Section D.3 through and including D.11 of The OneOhio Memorandum of Understanding during this initial appointment; and shall report any such actions to the regional board in this Region;

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.

Resolution No. 2022-34 OneOhio Governance Appointment
Page 3

Adopted this 1st day of September, 2022.

Attest: _____
Petrina Williams, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2022 (if applicable)	Effective Date – / /2022
Vote - ____ Yeas ____ Nays	
First Reading – / /2022	Effective Date – / /2022
Second Reading – / /2022	
Third Reading– / /2022	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



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

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
Date: August 30, 2022
Subject: Zoar Road Waterline Easement

As part of the Zoar Road water extension project which includes connecting to the County water system, an easement is required at the connection point to install a vault with the master meter. The Oeder Family on Zoar Road has agreed to grant the easement in return for extending the waterline to their driveway and granting a free water tap to a family member. This tap is contingent on the property annexing into the City.

This connection will be supplying water to the Highmeadow subdivision and eventually additional properties on Zoar Road.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-35**

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE AN EASEMENT AGREEMENT FOR A PERPETUAL WATERLINE EASEMENT ON THE PROPERTY OWNED BY THE ROBERT & ANITA OEDER FAMILY TRUST, JOANNE PARKER REVOCABLE LIVING TRUST, AND RONALD LEE OEDER REVOCABLE TRUST AGREEMENT (COLLECTIVELY THE "OWNERS") NECESSARY FOR THE CONSTRUCTION OF A PUBLIC WATER MAIN, AND DECLARING AN EMERGENCY

WHEREAS, providing utilities, including public water service, is one the functions of local municipal government; and,

WHEREAS, per Resolution No. 2021-10, dated March 18, 2021, the then-Village of South Lebanon entered into an agreement with Warren County to purchase water from the Warren County and to construct a connection point on Zoar Road; and,

WHEREAS, said connection point requires the installation of a master meter in accordance with the Warren County Water & Sewer Department's design specifications; and,

WHEREAS, due to its size and space requirements, the required master meter must be placed outside of the Zoar Road right-of-way; and,

WHEREAS, the Owners collectively desire to grant the City a perpetual Waterline Easement for just consideration, and the City 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 City to acquire the said public waterline easement to maintain the construction schedule for the project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City 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.

Resolution No. 2022-35

Page 2

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 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 1st day of September, 2022.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – / /2022		Effective Date – / /2022
Second Reading – / /2022		
Third Reading – / /2022		
Vote - ____ Yeas ____ Nays		

Resolution No. 2022-35

Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: 9/1/2022

EASEMENT AND AGREEMENT

(Water Line and Appurtenances)

Robert & Anita Oeder Family Trust, Anita Oeder Successor Trustee of per Doc# 2022-015538, 401 Neil Armstrong Way, #45 Lebanon, Ohio 45036, (1/3 INT) & Joanne Parker Revocable Living Trust dated December 6, 1997, Joanne Parker, Trustee, 8807 S. State Route 134, Martinsville, Ohio 45146, (1/3 INT) and Ronald Lee Oeder Revocable Trust Agreement dated September 20, 2004, as amended, Ronald Lee Oeder, Trustee, 2581 Stubbs Mill Road, Lebanon, Ohio 45036, (1/3 INT, ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration recited herein paid by the CITY OF SOUTH LEBANON, an Ohio municipal corporation, acting by and through its duly elected City Council, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of 10 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 water utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground water 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 water 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 City 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. The Grantee agrees to extend the Grantee's public water main to the current driveway access (also referred to as the "Farm Lane") for the property at 5274 Zoar Road, Morrow, Ohio. Upon completion of all improvements and annexation to the City of the subject property, the Grantee will permit the Grantor one (1) complimentary connection to the Grantee's water system for the property at 5366 Zoar Road, Morrow, Ohio. The improvements are to be completed by June 1, 2023, unless mutually agreed to by both parties.

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

Robert & Anita Oeder Family Trust, Warren County, Ohio, the Grantor herein, has executed this instrument on the date stated below.

Anita Oeder Trustee
Anita Oeder, Trustee

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 23 day of August, 2022, 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 Anita Oeder, 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.



KIMBERLY SABELHAUS
Notary Public
State of Ohio
My Comm. Expires
October 18, 2025

Notary Public: Kimberly Sabelhaus
My Commission Expires: Oct 18, 2025

Joanne Parker Revocable Living Trust, Warren County, Ohio, the Grantor herein, has executed this instrument on the date stated below.

Joanne Parker Trustee
Joanne Parker, Trustee

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 23 day of August, 2022, 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 Joanne Parker, 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.



KIMBERLY SABELHAUS
Notary Public
State of Ohio
My Comm. Expires
October 18, 2025

Notary Public: Kimberly Sabelhaus
My Commission Expires: Oct 18, 2025

Ronald Lee Oeder Revocable Trust Agreement, Warren County, Ohio, the Grantor herein, has executed this instrument on the date stated below.

Ronald Lee Oeder, Trustee
Ronald Lee Oeder, Trustee

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 23 day of August, 2022, 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 Ronald Oeder, 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]



KIMBERLY SABELHAUS
Notary Public
State of Ohio
My Comm. Expires
October 18, 2025

Notary Public:

My Commission Expires:

Kimberly Sabelhaus
Oct 18, 2025

GRANTEE:

IN EXECUTION WHEREOF, the City of South Lebanon, Ohio, acting through its City Council, has caused this instrument to be executed by James D. Smith, its Mayor, and Petrina D. Williams, its Fiscal Officer, on the date stated below, pursuant to Resolution Number 22-_____ dated _____.

CITY OF SOUTH LEBANON, OHIO

SIGNATURE: _____

NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

NAME: Petrina D. Williams

TITLE: Fiscal Officer

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2022, 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 Petrina D. Williams, Fiscal Officer**, of the City of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 22-_____, 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:**

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

SIGNATURE: _____
NAME: Andrew P. Meier
TITLE: City Solicitor
DATE: _____

Exhibit "A"

DESCRIPTION FOR:

**Zoar Road, 20' Water Main Easement
0.0321 Acres**

LOCATION:

**Oeder Property, Zoar Road
Hamilton Township, Warren County, Ohio**

Situate in Military Survey Number 1546, Virginia Military District, Hamilton Township, Warren County, Ohio, being part of the 9.889 acre lands conveyed to Anita Oeder successor Trustee of the Robert and Anita Oeder Family Trust in Document Number 2022-015538, Joanne Parker Trustee of the Joanne Parker Revocable Living Trust Dated December 6, 1997 in Document Number 2022-008177, and Ronald Lee Oeder, Trustee of the Ronald Lee Oeder Revocable Trust Agreement dated September 20, 2004 as amended, in Document Number 2019-024080 and being more particularly described as follows:

BEGINNING at a point in the east line of The Villages at Rivers Bend Grants Frederick Section 2, Block "A" recorded in Plat Book 96, Pages 72-73, also being the west line of said 9.889 acre lands, said point lying, with said east and west lines South 07°27'20" West, 102.55 feet from the southeast corner of Lot 69 of said Villages at Rivers Bend;

Thence through the lands of the grantor herein South 82°23'32" East, 70.00 feet and South 07°27'20" West, 20.00 feet to a point in the north Right of Way line of Zoar Road (54' Right of Way, Warren County Right of Way Worksheet for Zoar Road #153 and Survey Record 7, Pages 217 and 218);

Thence with said north Right of Way line North 82°23'32" West, 70.00 feet to a point in aforesaid east and west lines;

Thence with said east and west lines North 07°27'20" East, 20.00 feet to the point of BEGINNING.

The above described being a 20 feet wide water main easement for the construction, maintenance, repair, and/or replacement of a water main and it's appurtenances.

Containing 0.0321 acres of land.

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

All records being of the Warren County, Ohio Recorder's Office.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011), 2010.0 Epoch.

The above description is the result of an easement plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated April 14, 2022.

Prepared by: McGill Smith Punshon, Inc.

Date: August 10, 2022

MSP No.: 06308.22

06308223-LEG-00-Oeder(Parker)-0.0321ac

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com





BEARINGS ARE BASED ON THE OHIO STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE,
NAD83 (2011), 2010.0 EPOCH.

LINE TABLE		
Line #	BEARING	LENGTH
L1	S82°23'32"E	70.00'
L2	S07°27'20"W	20.00'
L3	N82°23'32"W	70.00'
L4	N07°27'20"E	20.00'

ANITA OEDER SUCCESSOR TRUSTEE OF ROBERT & ANITA
OEDER FAMILY TRUST, (1/3 INT) D.N. 2022-015538
JOANNE PARKER TRUSTEE OF JOANNE PARKER
REVOCABLE LIVING TRUST DATED DECEMBER 6, 1997,
(1/3 INT) D.N. 2022-008177
RONALD LEE OEDER, TRUSTEE OF RONALD LEE OEDER
REVOCABLE TRUST AGREEMENT DATED
SEPTEMBER 20, 2004 AS AMENDED
(1/3 INT) D.N. 2019-024080
PID 13-31-400-034-1
TRACT 1 9.889 ACRES
REMAINING PER DEED
S.R. 146-70
S.R. 57-88

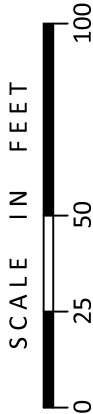
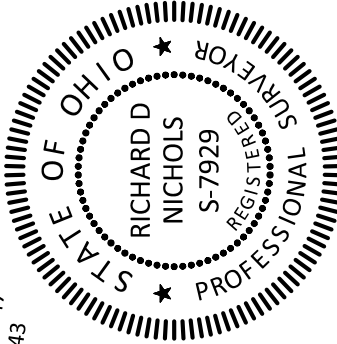
PROPOSED 20' X 70'
WATER MAIN EASEMENT
0.0321 ACRES

EASEMENT PLAT OEDER PROPERTY ZOAR ROAD WATER MAIN

MILITARY SURVEY
NUMBER 1546,
VIRGINIA MILITARY DISTRICT,
HAMILTON TOWNSHIP,
WARREN COUNTY, OHIO

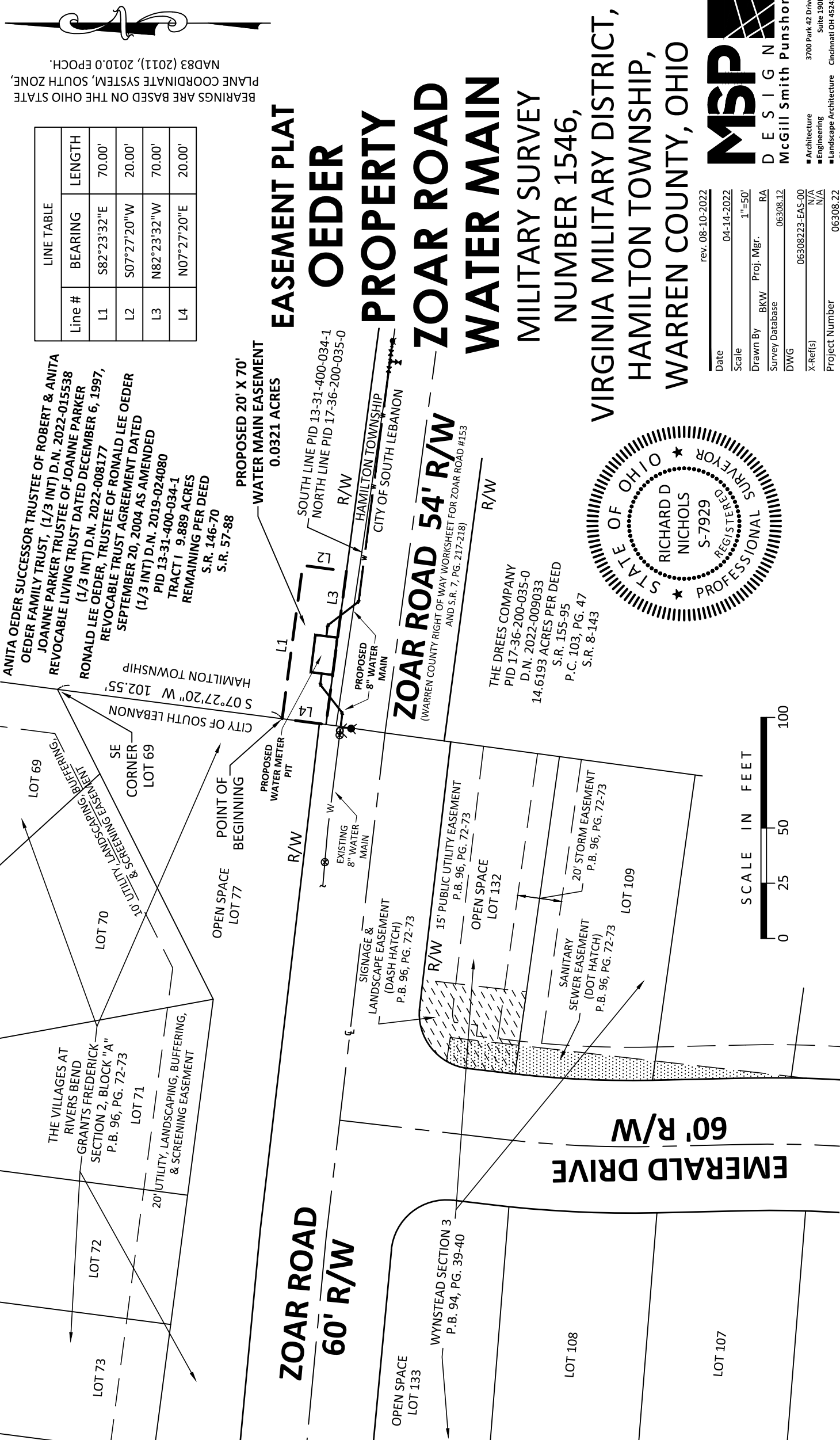
ZOAR ROAD 54' R/W
(WARREN COUNTY RIGHT OF WAY WORKSHEET FOR ZOAR ROAD #153
AND S.R. 7, PG. 217-218)

THE DREES COMPANY
PID 17-36-200-035-0
D.N. 2022-009033
14.6193 ACRES PER DEED
S.R. 155-95
P.C. 103, PG. 47
S.R. 8-143

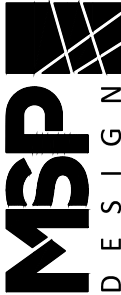


EMERALD DRIVE
60' R/W

ZOAR ROAD
60' R/W



Date	rev. 08-10-2022
Scale	04-14-2022
Drawn By	BKW
Proj. Mgr.	RA
Survey Database	06308.12
DWG	06308223-EAS-00
X-Ref(s)	N/A
Project Number	06308.22
File No.	06308.22
Sheet No.	1/1



- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

3700 Park 42 Drive
Suite 1508
Cincinnati OH 45241
Phone 513.759.0004
www.mspsdesign.com



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

MEMORANDUM

To: Mayor & City Council

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Administrator

Date: 8-29-2022

Subject: ODOT Cooperative Purchasing Program Resolution 2022-36

The Ohio Department of Transportation offers a Cooperative Purchasing Program. This program allows the city to purchase vehicles, material, and equipment through their bidding process. This offers us another purchasing option in addition to Ohio State Procurement Program.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-36**

**A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE OHIO
DEPARTMENT OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING
PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, Section 5513.01(B) providing the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and,

WHEREAS, the City desires the option to purchase items through the ODOT Cooperative Purchasing Program if it is in the best interest of the City; and,

WHEREAS, immediate action is needed to allow for immediate ordering through the ODOT Cooperative Purchasing Program, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the City Administrator hereby requests authority in the name of the City of South Lebanon to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

Section 2. That the City Administrator is hereby authorized to agree in the name of the City of South Lebanon to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That the City Administrator is hereby authorized to agree in the name of the City of South Lebanon to pay vendors, under each such contract of the Ohio Department of Transportation in which the City of South Lebanon.

Section 4. That the City of South Lebanon agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 513.01 (B) of the Ohio Revised Code. The City of South Lebanon agrees to waive any claims actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of South Lebanon may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

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.

Remainder of page left blank intentionally

Resolution No. 2022-36

Page 3

Adopted this 1st day of September, 2022.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – / /2022		Effective Date – / /2022
Second Reading – / /2022		
Third Reading – / /2022		
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



City of South Lebanon
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www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: August 30, 2022

Subject: Pauline Drive Road Waterline Easement

Attached a resolution rescinding the easement agreement with Mackenzie Veith at 590 Pauline Drive that was adopted back in June. This was part of the Pauline Drive Project that was planned to include a catch basin at the bottom of Cemetery Hill and flow through Ms. Veith's property to new storm sewer from Pauline Dr. to Mary Lane and ultimately to Dry Run. After Staff met with her and discussed the Project, we were confident that she was agreeable to the terms in the Easement Agreement. Subsequent to Council approval of the easement agreement, the property owner wanted additional consideration for the easement. Given time is of the essence with this project, we had Choice One Engineering reviewed the project and they have determined that we can correct the issues without having to go through the private property path.

Therefore, Staff is requesting to rescind Resolution No. 2022-25 and the project will take place all within the City right-of-way.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-37**

**A RESOLUTION RESCINDING RESOLUTION NO. 2022-25 RELATING TO THE
EASEMENT AGREEMENT WITH MACKENZIE VEITH FOR A PERPETUAL
STORMWATER EASEMENT, AND DECLARING AN EMERGENCY**

WHEREAS, City Staff has proposed a stormwater project utilizing American Rescue Plan Act (ARPA) funds to address a storm water problem on Pauline Drive and Mary Lane ("Project"); and,

WHEREAS, the Project was planned to begin at a point east of Pauline Drive on property owned by the Union Township Trustees, then through private property to continue on Pauline Drive; and,

WHEREAS, City Staff communicated with the owner of the property at 590 Pauline Drive relating to the terms of an easement agreement; and

WHEREAS, on June 16, 2022, the City Council passed Resolution No. 2022-25, thereby approving the execution of an easement agreement for a perpetual stormwater easement at the property located at 590 Pauline Avenue ("Property") from MacKenzie Veith ("Property Owner"); and

WHEREAS, subsequent to the adoption of Resolution No. 2022-25, the Property Owner has requested additional consideration for said easement; and

WHEREAS, the City's Project Engineer has reviewed the Project and has determined that the objectives of the Project can be achieved with all construction taking place within the City's right-of-way; and

WHEREAS, due to the severity of the storm water issues at the project site, it is necessary to expedite the design process to allow for bidding and construction in this calendar year; and,

WHEREAS, immediate action is required rescind Resolution No. 2022-25, as the easement is no longer needed by the City, and in order to preserve the public peace, health, or safety of the City.

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

Section 1. That Resolution No. 2022-25 is hereby rescinded in its entirety.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. 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.

Section 4. That this Resolution is declared to be emergency legislation, necessary for the immediate preservation of the public peace, health, and safety, which shall be effective upon passage

Adopted this 1st day of September, 2022.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith Mayor

Rules Suspended: / /2022 (if applicable)

Effective Date – / /2022

Vote - ____ Yeas

____ Nays

First Reading – / /2022

Effective Date – / /2022

Second Reading – / /2022

Third Reading– / /2022

Vote - ____ Yeas

____ Nays

Resolution No. 2022-37 Rescinding Resolution No. 2022-25
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Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 9/1/2022



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

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, City Solicitor
Jerry Haddix, City Administrator

From: Tina Williams, Fiscal Officer

Date: August 30, 2022

Subject: New Utility Billing Statement and change in the Utility Bill Due Date

On May 5, 2022, Council approved Resolution 2022-19 and authorized a contract with InvoiceCloud to bring an online utility billing payment service to our customers. At that time, we determined that it would also be best to create a new utility billing statement and forgo the current postcard. Attached is a sample of the new billing statement.

During this project, we also took the opportunity to look at other processes within the Utility Billing office and determine if we could find other efficiencies. We found two areas of concern; customers are not receiving their utility bills timely and are incurring late fees, and multiple processes in the Utility Billing office are happening simultaneously at the end of the month causing a strain on staffing resources. We are proposing the utility bill date be moved from the 15th of the month to the 22nd to address both concerns.

Changing the due date, will give customers 21 days to pay their current bill and will allow monthly billing process to be more evenly dispersed throughout the month. Currently the process for disconnection of service, month-end reconciliation and generating bills all occur during the last three to four days of the month. The current due date is set by Ordinance 2016-04. If Council concurs with changing the due date to the 22nd a revised ordinance will be drafted for approval at the next meeting. Below is a sample of the proposed schedule.

Bill Date (service dates 7/20 – 8/18)	8/31
Bill Due Date	9/22
Delinquent Notices Mailed	9/23
Bill Date (service dates 8/19 – 9/19)	9/30
Month-End Reconciliation	10/3
Disconnection of Service for non-payment (14 days from Delinquent Notice Date per Ordinance 2016-04)	10/10

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CITY OF SOUTH LEBANON
UTILITY BILLING OFFICE HOURS:
8:00 A.M. TO 4:30 P.M. Monday – Friday
Closed on Saturday, Sunday, and Holidays
(513) 494-2296 Option 1

AFTER HOUR EMERGENCIES:

For water and sanitary sewer emergencies during regular business hours, contact the Utility Billing Office at (513) 494-2296.

For after hours emergencies, please dial (513) 695-2525 to contact Warren County Non-Emergency Dispatch.

PAYMENT INFORMATION:

Pay on-line: Payments may be made on-line at www.southlebanonohio.org. You can pay your bill by credit card or electronic check.

Payments may be made by mail:

South Lebanon Utilities
10 North High Street
South Lebanon, OH 45065
(allow 5-7 business days for payment to be received)

Depository Box: For your convenience, a 24 hour depository box is located on the Broadway side of the Municipal Building. The depository accepts payments 24 hours a day.

FEES:

All non-sufficient funds (NSF) returned items will be charged a \$35 fee to the account immediately.

BILL READ TYPES:

A = Actual Read E = Estimated Read

RATE CODES:

I = Inside Corporation Rate

O = Outside Corporation Rate

More information on rates is available on the city website at www.southlebanonohio.org.

DELINQUENT ACCOUNTS:

Delinquent Notices: Delinquent notices will be mailed if the amount due on an account has not been paid in full by the due date. PLEASE DO NOT DISREGARD THIS NOTICE. FAILURE TO PAY PAST DUE BALANCES WITHIN FOURTEEN (14) DAYS OF THE DUE DATE WILL LEAD TO SERVICE DISCONNECTION. If you have paid the account, please call our office to verify the payment has been received.

Disconnection of Services: If service is disconnected for non-payment, the total account balance plus a \$50.00 reconnection fee will be required to reestablish service. Service reconnection hours are Monday – Friday between 8:00 a.m. and 3:30 p.m. excluding Holidays.

To avoid late charges of 10%, payment must be received in the Utility Billing Office by the due date. Failure to receive a bill does not waive the penalty.

CHECK FOR LEAKS:

Leaky toilets and faucets are the biggest cause for high bills. The most common source of leaks is the toilet. Check toilets for leaks by placing a few drops of food coloring in the tank. If after 15 minutes the dye appears in the bowl, the toilet has a leak and should be repaired.

CALL BEFORE YOU DIG

Avoid unnecessary costs from damaged utilities. Call the Ohio Underground Protection Service at 811 prior to any digging. For more information, visit: www.oups.org.

Are you moving? You must notify our office at least 3 working days before you want services to end. We will get a final reading of the meter and generate a final bill for the account. Final bills with a credit balance greater than \$10.00 will be refunded.

WATER QUALITY INFORMATION

The City of South Lebanon's Water Quality Report is available online at www.southlebanonohio.org.

Resources and Referrals for Trouble Paying Your Bill

Warren County Community Services (513) 695-2100

To sign up for autopay, electronic billing, email and/or text notifications, please visit our website at
www.southlebanonohio.org