

AGENDA - REVISED

REGULAR MEETING OF CITY COUNCIL SEPTEMBER 15, 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:

5. Floor open to the public

6. New Business: Emergency Resolution 2022-38 accepting amounts and rates as determined by the Warren County Budget Commission for fiscal year 2023

Emergency Resolution 2022-39 transferring \$50,000 from General Fund's Capital Outlay to General Government for additional charter commission fees

Emergency Resolution 2022-40 approving agreement with the Drees Company for waterline improvements on Zoar Road

Emergency Ordinance 2022-22 amending the City's Water Shut-off Policy

Emergency Ordinance 2022-23 creating three (3) temporary laborer positions for Public Works and establishing a compensation pay range of pay grade 1

Ordinance 2022-24, First Reading, creating the honorary position of City Historian and appointing William Spicer

Motion authorizing the expenditure of \$32,379.50 with Creech's Landscaping for the Memorial Park drainage project

Approval of Invoices

Approval of Solicitor's Invoice

Approval of August 2022 Financial Statements

Approval of Meeting Minutes:

Regular Meeting – September 1, 2022

7. Old Business: Ordinance 2022-21, Third 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
 - b. Fiscal Officer
 - c. Administrator
 - d. Asst. Administrator
 - e. Solicitor
 - f. Sergeant
 - g. Council Members
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: Andrew Meier, City Solicitor
Jerry Haddix, City Administrator

From: Tina Williams, Fiscal Officer

Date: September 13, 2022

Subject: Accepting FY23 Tax Rates

On July 7, 2021, Council approved Resolution 2022-28 to submit the Fiscal Year 2023 Tax Budget to the County Auditor.

The FY 2023 Tax Budget has been approved and we have received the Official Certificate of Estimated Resources from the County Auditor. The Official Certificate certifies the amount of estimated Property Taxes and Local Government Funds the City is expected to receive next year. I've highlighted those amounts on the Official Certificate (see attached).

We had a 6% increase in estimated property tax revenue from \$188,000 (2022) to \$200,000 (2023). The increase was due to an increase in new construction and the City's overall assessed property values. The assessed property value is estimated to be \$162,777,020 for tax year 2022, collection year 2023. The prior year assessed value was \$152,875,207.

The County Auditor is estimating the city will receive \$30,148 in Local Government funding. This amount increased 24% and is based on the City's 2020 census data. The amount received for the prior year was \$24,418.

Resolution 2022-38 accepts the amounts and rates as determined by the County Budget Commission and certifies them to the County Auditor by the deadline of October 1, 2022.

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the **VILLAGE OF SOUTH LEBANON**, for the fiscal year beginning January 1st, 2023.

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Budget
Commission

WARREN COUNTY		ESTIMATED PROPERTY TAX INCOME FOR SOUTH LEBANON CORPORATION					FISCAL YR 2023
2022 TENTATIVE TAX YEAR VALUES			EFF RATE		ESTIMATED TAXES LEVIED	CERTIFICATION @ 97%	
AGRICULTURAL							
27,830.00	31 HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 36.18	\$ 35.09	
156,480.00	34 HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 203.42	\$ 197.32	
235,420.00	68 UNION-KINGS	GENERAL	0.00120	dist 68	\$ 282.50	\$ 274.03	
0.00	69 UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
419,730.00							
RESIDENTIAL							
74,150,420.00	31 HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 96,395.55	\$ 93,503.68	
38,444,380.00	34 HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 49,977.69	\$ 48,478.36	
38,950,700.00	68 UNION-KINGS	GENERAL	0.00120	dist 68	\$ 46,740.84	\$ 45,338.61	
420,130.00	69 UNION-LEB	GENERAL	0.00120	dist 69	\$ 504.16	\$ 489.03	
151,965,630.00							
COMMERCIAL/INDUSTRIAL							
2,822,750.00	HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 3,669.58	\$ 3,559.49	
214,060.00	HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ 278.28	\$ 269.93	
4,845,400.00	UNION-KINGS	GENERAL	0.00120	dist 68	\$ 5,814.48	\$ 5,640.05	
0.00	UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
7,882,210.00							
PUBLIC UTILITY PERSONAL							
134,530.00	HAM TWP-KINGS	GENERAL	0.00130	dist 25, 31	\$ 174.89	\$ 169.64	
0.00	HAM TWP-LMLSD	GENERAL	0.00130	dist 34, 47	\$ -	\$ -	
2,374,920.00	UNION-KINGS	GENERAL	0.00120	dist 68	\$ 2,849.90	\$ 2,764.41	
0.00	UNION-LEB	GENERAL	0.00120	dist 69	\$ -	\$ -	
2,509,450.00							
		GENERAL			\$ 100,276.19	\$ 97,267.90	
		GENERAL			\$ 50,459.40	\$ 48,945.61	
		GENERAL			\$ 55,687.73	\$ 54,017.10	
		GENERAL			\$ 504.16	\$ 489.03	
GRAND TOTALS		TOTALS			\$ 206,927.47	\$ 200,719.64	
162,777,020.00							

RESOLUTION 2022-38

EMERGENCY RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR,
AND DECLARING AN EMERGENCY

*The Governing Board of the City of South Lebanon, Warren County, Ohio, met in regular session on the
15th day of September 2022, at the office of South Lebanon Council Chambers with the following
members present:*

Ms. Linda Allen

Ms. Linda Burke

Ms. Brenda Combs

Ms. Maryan Harrison

Mr. Bill Madison

Mr. Rolin Spicer

Mr. / Ms. _____ moved the adoption of the following Resolution:

*RESOLVED, by the Governing Board of the City of South Lebanon, Warren County, Ohio, in
accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal
year commencing January 1st, 2023; and*

*WHEREAS, the Budget Commission of Warren County, Ohio, has certified its action thereon to
this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied
by this Board, and what part thereof is without, and what part within, the ten mill limitation;*

*WHEREAS, immediate action is required to submit said acceptance to the Warren County
Auditor by the October 1st, 2022 deadline and such action is necessary in order to preserve the public
peace, health, safety or welfare of the City,*

*THEREFORE BE IT RESOLVED, By the Governing Board of South Lebanon, Warren County,
Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the
same are hereby accepted' and be it further*

RESOLVED, 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.

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived from Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column I	Column II	III	IV
General	200,000.00		1.20	
TOTAL	\$ 200,000.00	\$ -	1.20	0.00

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)

and be it further

RESOLVED, that the Clerk/Fiscal Officer of this Board be and he/she is hereby directed to
certify a copy of this Resolution to the County Auditor of said County.

Mr. /Ms. _____ seconded the Resolution and the roll being called
upon its adoption the vote resulted as follows:

Ms. Allen, _____

Ms. Burke, _____

Ms. Combs, _____

Ms. Harrison, _____

Mr. Madison, _____

Mr. Spicer, _____

Adopted the 11th day of September, 2022
Prepared by and approved as to form:

Solicitor, Andrew Meier

Mayor

Fiscal Officer of the Governing Board of
City of South Lebanon, Warren County, Ohio



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: Jerry Haddix, City Administrator
Andrew Meier, Solicitor
From: Tina Williams, Fiscal Officer
Date: September 15, 2022

Subject: Resolution 2022-39 General Fund Transfer – Charter Commission

Additional appropriations are needed for the expenses associated with funding the Charter Commission. The original budget was estimated at \$50,000. On June 16, 2022, Council approved Ordinance 2022-18, supplemental appropriations of \$50,000, to fund the Charter Commission. As of August 31st, the Commission has incurred expenses of nearly \$40,000. We are estimating that an additional \$50,000 will be needed through the end of the year.

I'm requesting Council approve to transfer appropriations from Capital Outlay for the additional amount needed. The 2022 Capital Outlay budget included \$350,000 for the renovation of the Municipal Building 2nd Floor. It has been determined that those improvements will not occur during 2022. Therefore, I'm recommending a transfer from Capital Outlay to Operating Expenses to fund additional estimated expenses for the Charter Commission. The transfer will result in a \$0 net effect to the total appropriations.

Fund:	General	
From:	Capital Improvements – Capital Outlay Expenses (Account: 1000-800-530)	(\$50,000.00)
To:	Other General Government - Operating Expenses (Account: 1000-7910-349-1014)	\$50,000.00

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION 2022-39**

**A RESOLUTION APPROVING AND AUTHORIZING THE FISCAL OFFICER
TO TRANSFER FUNDS FOR FISCAL YEAR 2022, AND DECLARING AN
EMERGENCY**

WHEREAS, the Fiscal Officer has advised Council that funds need to be transferred from and to accounts at the legal level of budgetary control as set by Council Ordinance 2022-09 for fiscal year 2022; and,

WHEREAS, the transfer is needed for the purpose of additional expenses associated with funding the Charter Commission, which was established as a result of the May 2022 election, is a separate public body, but that does not have its own source of funding and, as a result, requires funding from the City of South Lebanon; and

WHEREAS, immediate action is required to have adequate appropriations for current expenses and other expenditures of the City of South Lebanon, State of Ohio, for the period of January 1, 2022 through December 31, 2022, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. The Council approves and authorizes the Fiscal Officer to transfer the following funds from and to the following accounts:

General Fund -1000

From: Capital Improvements – Capital Outlay (Account: 1000-800-530)	(\$ 50,000.00)
To: Other General Government – Operating Expenses (Account: 1000-790-349-1014)	\$ 50,000.00

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

Section 3. 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 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.

Resolution 2022-39 Transfer of Funds

Adopted this 15th day of September, 2022.

Attest: _____

Petrina 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	

Prepared by and approved as to form:

ANDREW P. 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: September 12, 2022
Subject: Drees Agreement re: Zoar Road Water Project

Attached is a resolution and agreement with Drees for the installation of the water connection with Warren County Water on Zoar Road and the extension of a water main to the Highmeadow development. Drees would contract the work to Siteworx who is already doing their site and utility work. In return, we would give them credit for water tap fees at the new development. This would be roughly 13 water tap fees.

This also opens up the way for additional water service on Zoar Road.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-40**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE AN AGREEMENT FOR WATERLINE IMPROVEMENTS
ON ZOAR ROAD WITH THE DREES COMPANY, AND DECLARING AN
EMERGENCY**

WHEREAS, per Resolutions No. 2021-10, the South Lebanon then-Village Council entered into an agreement with the Warren County Board of Commissioners to purchase water from the Warren County Water and Sewer Department to serve various areas with the City including areas along Zoar Road; and,

WHEREAS, the Drees Company has proposed and has been approved by the City Planning Commission, the Highmeadow subdivision, a 110-unit residential development along Zoar Road that is within the service area shown in the Agreement Warren County; and,

WHEREAS, the installation of a master water meter and additional water main are required to provide water to the Highmeadow development and future developments on Zoar Road, and,

WHEREAS, the Drees Company has agreed to install the master meter and extend the water main to the project in lieu of paying connection fees to the City public water system; and,

WHEREAS, immediate action is required to provide water to the Highmeadow development in a timely manner, 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 and Fiscal Officer to execute an Agreement relating to Redwood South Lebanon Subdivision with the Drees Company, a copy of which is attached hereto.

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

Resolution No. 2022- 40

Page 2

Section 3. 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 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 15th 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	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2022

AGREEMENT

This AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the City of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "City"), and The Drees Company, a Kentucky corporation whose mailing address is 211 Grandview Drive, Fort Mitchell, KY, 41017 (the "Developer"), is in accordance with the City's Ordinances and Resolutions, and pursuant to the Approved Construction Drawings (the "Plans") that are on file in the office of the Administrator for the completion of the public and other improvements associated with the waterline extension on Zoar Road (the "Project").

WITNESSETH:

WHEREAS, the Developer proposed to develop a 110-unit residential subdivision to be known as Highmeadow which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 17-36-200-035, 17-36-200-036, and 17-36-200-037, and,

WHEREAS, the City desires to install a connection to Warren County Water service on Zoar Road and to extend a City-owned public water main approximately 181 lineal feet from the connection point on Zoar Road to the entrance to the proposed Highmeadow development as per approved plans ("Project"); and,

WHEREAS, the City has contracted for the development of construction plans for the Project and has received a "Permit-to-Install" from the Ohio Environmental Protection Agency (OEPA) for the Project; and

WHEREAS, the Developer has expressed interest in constructing the project in lieu of paying connection fees to the City public water system; and,

WHEREAS, the City and the Developer now desire to enter into this Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer, through a contractor approved by the City (the "Contractor"), agrees to provide all labor and material, with the exceptions listed in paragraph 2, necessary to construct the Project per the construction plans approved by OEPA

on February 11, 2022. This also includes all testing requirements per the plans and City construction specifications.

2. The City shall provide to the Contractor the master meter vault and all appurtenances shown on Exhibit "A".
3. Prior to commencing work on the Project, the Developer shall provide a copy of the Contractor's Certificate of Insurance naming the City of South Lebanon as an additional insured and a copy of the Contractor's valid certificate from the Ohio Bureau of Worker's Compensation.
4. The Developer or Contractor shall provide a performance surety in the amount of 100% of the estimated costs as provided in the attached Exhibit B. The form of said surety shall be approved by the City Solicitor. Upon completion and acceptance of the Project by the City, a one-year maintenance bond or surety equal to 10% of the final construction costs shall be provided to the City. In the event that Developer incurs additional costs, including but not limited to, survey fees and landscape repair, Developer shall provide written notification of the additional cost to construct the Project. Upon notice and acceptance of the additional cost by the City, this Agreement shall be amended to reflect same and the total amount of the project cost shall be credited by the City to the Developer as set forth in paragraph 6 below.
5. The City water connection fee of \$5,600/each, which were in effect at the time of the commencement of the City's approval of the Highmeadow development, shall be used in the calculation of tap-in credits as a result of this Agreement.
6. Upon the receipt of properly documented project costs at listed in Exhibit B, as may be amended, the City shall credit the Developer of the Highmeadow development for water sewer connections fees for the Highmeadow development.
7. Upon completion of the Project and all credit being applied to water connection fees per paragraph 6 above, all future tap-in fees shall be paid for by applicant at the time of issuance of building permit.
8. Completion Dates. All work associated with the installation of the waterline along Zoar Road shall be completed within ninety (90) days of the execution of this Agreement and the recording of the required easements, whichever is later. In the event that Developer does not adhere to the completion dates as set forth above, the City may complete the project and the credit given to the Developer for the

water connection fees shall be reduced by the amount expended by the City in order to complete the project.

9. Indemnification. The Developer agrees to indemnify and hold the City harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or any mechanic's liens that may be filed as a result of this Project. In the event of any mechanic's liens or other liens are filed as a result of this Project, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien.
10. Maintenance of Traffic. The Developer shall be responsible for the maintenance of traffic related to this Project. Any required traffic control plans shall be submitted to and approved by the City of South Lebanon.
11. Agreement Amendments. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties.
12. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
13. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
14. Controlling Law; Venue. This Agreement is to be governed by the laws of the State of Ohio. The venue for any disputes shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

16. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, THE DREES COMPANY referred to as the Developer herein, has caused this Agreement to be executed by Jeff Hebeler, whose title is Assistant Secretary/Cincinnati Land, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: Jeff Hebeler

TITLE: Assistant Secretary/Cincinnati Land

DATE: 8/31/22

STATE OF Ky, COUNTY OF Kenton, ss.

BE IT REMEMBERED, that on the 31 day of August, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Jeff Hebeler, whose title is Asst Sec, of Cincinnati Land, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: 12/20/22

Linda Huber
Notary Public, ID NO. 613792
State at Large, Kentucky
My Commission Expires on Dec. 20, 2022

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 2022-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Fiscal Officer, of the City of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a City Resolution authorizing them to so act.

[seal]

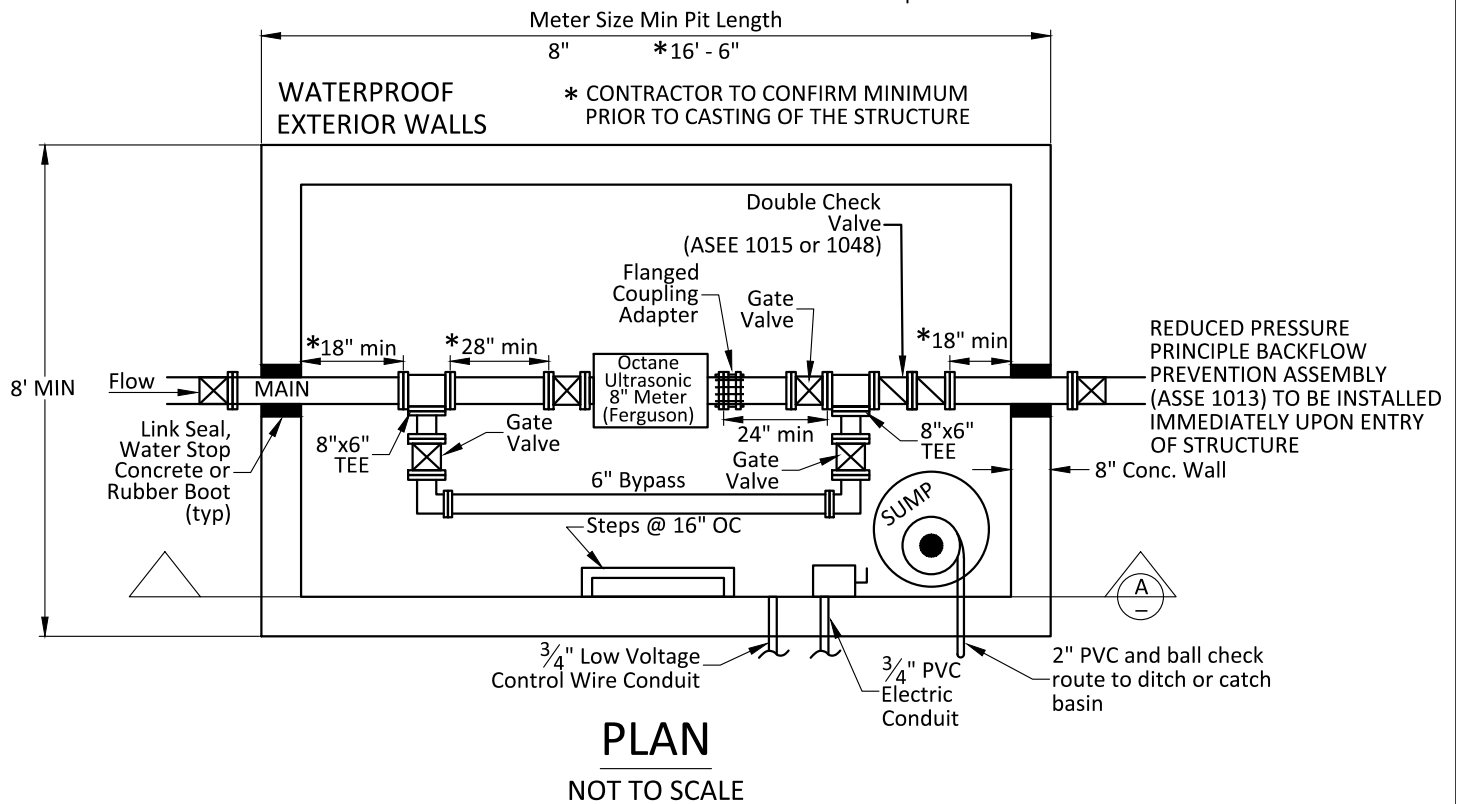
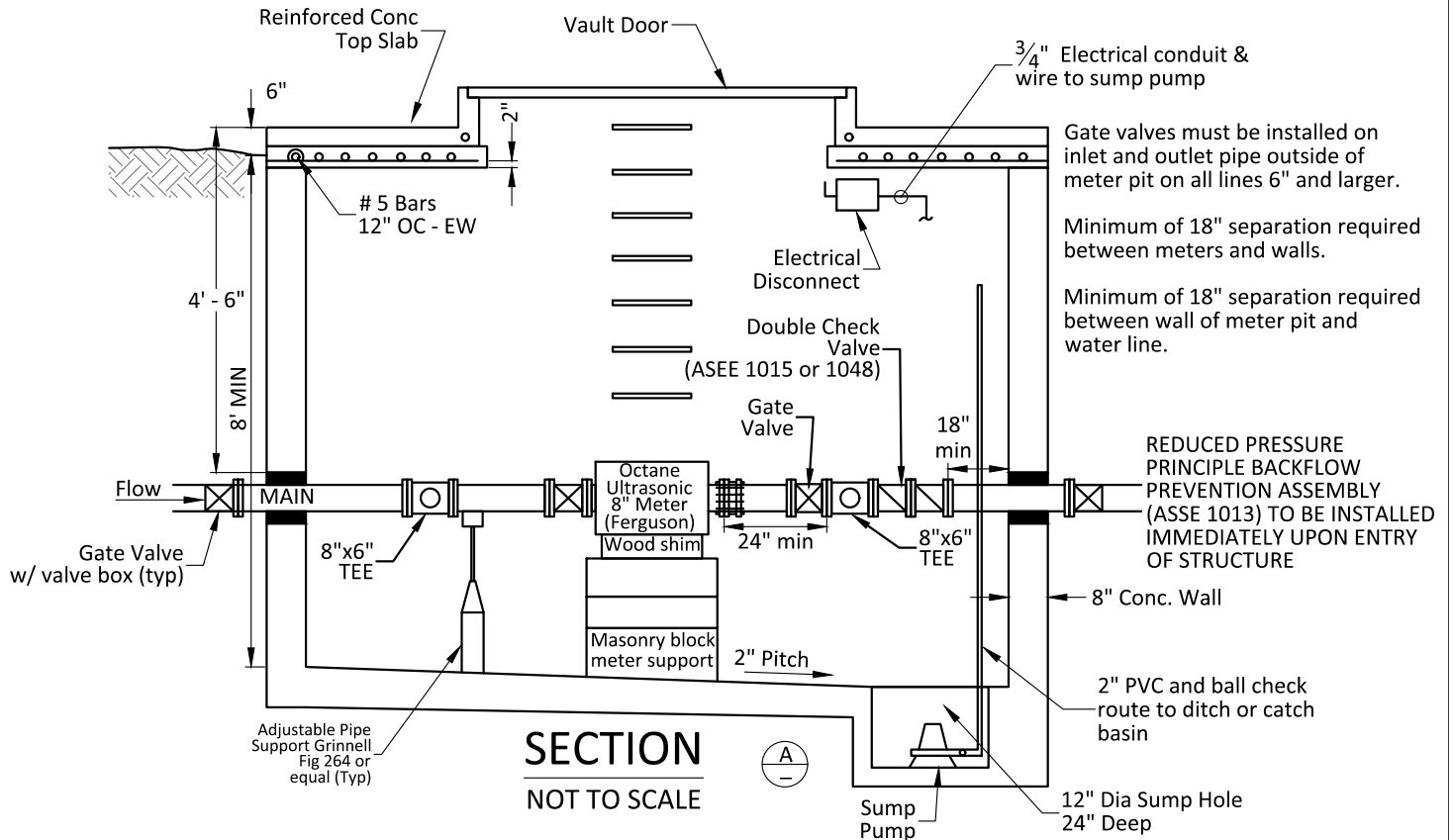
NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

**ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO**

By: _____
City Solicitor



LARGE DOMESTIC WATER METER PIT



Exhibit "B"
 3800 Turtlecreek Road
 Lebanon, Ohio
 45036
 O: 513.229.0295
 F: 513.229.7396

To:	Drees Homes	Contact:	Matt Mains
Address:	211 Grandview Drive Ft. Mitchell, KY 41017	Phone:	(859) 578-4200
Project Name:	High Meadow Zoar Road Waterline	Fax:	
Project Location:	Zoar Road, South Lebanon, OH	Bid Number:	2022.1963
		Bid Date:	

Item Description	Estimated Quantity	Unit
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Site Preparation

Clearing & Grubbing & Fence Removal	1.00	LS
Locate Existing Utilities	1.00	LS
Duke Pole Hold	1.00	LS
Maintenance Of Traffic - Waterline	1.00	LS
Traffic Control - Waterline	1.00	LS
Finish Grading And Seeding	889.00	SY

Total Price for above Site Preparation Items: **\$15,682.27**

Waterline

Connect To Existing - Remove Temp Hydrant	1.00	EACH
8" Waterline (DIP CL-52)	181.00	LF
8" Valve & Box	3.00	EACH
Fire Hydrant Assembly	2.00	EACH
Set Large Domestic Meter Pit	1.00	EACH

Total Price for above Waterline Items: **\$54,873.49**

Total Bid Price: **\$70,555.76**

Notes:

- Proposal based on plans from MSP and received by SiteWORX on 4.13.2022
- In any unforeseen conditions or objects are discovered during construction, it will be the owners responsibility to remove. (Ex. Tanks, wells, bury pits)
- All work to be complete on one mobilization
- All compaction testing or geotechnical engineering services to paid for by owner. Siteworx, LLC will coordinate geotechnical services contractor.
- All layout or services of a Civil Engineer or Professional Surveyor required by the execution of this contract to be paid for by owner
- All terms and conditions of this bid are an integral part of the contract. Any contract entered into between the parties must contain all terms and conditions of this proposal.
- Precast Meterpit and All Material inside of pit to be provided by Others (City of South Lebanon). Please note that upon SiteWORX review of the provided pit material quote, material being provided and pit detail shown on drawings do not match.
- Bid is based on standard labor rates. Prevailing Wage (if applicable) is excluded
- Fence replacement and landscape restoration is excluded
- SiteWORX is not responsible for damage to any underground utilities not disclosed or located before construction.
- Inspection and permit fees are excluded.

Payment Terms:

This is a unit price proposal. Invoicing will be based on monthly units complete. Any amounts due after 30 days will be subject to maximum interest allowed by law

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

SiteWORX, LLC

Authorized Signature: _____

Estimator: Mark Brackman
513-444-6834 markb@swxohio.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
From: Jerry Haddix, City Administrator
Date: September 13, 2022
Subject: Revised Water Shut-Off Policy

Attached is an ordinance to revise the City's water shut-off policy. The changes include 1) changing "Village" to "City"; 2) changing the due date from the 15th to the 22nd; and 3) clarifying a couple of items that we needed to address such as shared meters & security deposits for past due amounts..

If you have any questions or need additional information, please let us know.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-22**

**AN ORDINANCE AMENDING ORDINANCE NO. 2016-04 RELATING TO THE
CITY OF SOUTH LEBANON'S WATER SHUT OFF POLICY, AND DECLARING
AN EMERGENCY**

WHEREAS, the Council adopted Ordinance No. 2016-04 on February 18, 2016 that amended the then-Village's water shut-off policy; and,

WHEREAS, due to the upcoming implementation of a new utility billing system, it was recently determined that changes are required to be made to the City's "Water Shut-Off Policy" including changing the due date for the City's utility bills; and,

WHEREAS, immediate action is required to improve the City's Utilities Department efficiency and effectiveness, 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 City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council does hereby amend Resolution No. 2016-04; accordingly, the Council does hereby adopt the attached Water Shut Office Policy and Procedures and incorporate the same by reference herein.

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

Section 3. That this Ordinance 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 Ordinance shall be in full force and effective immediately upon its passage.

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

Ordinance No. 2022-22

Page 2

Adopted this 15th 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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

CITY OF SOUTH LEBANON

WATER SHUT OFF POLICY

The billing for water services furnished by the City shall be governed by the requirements hereinafter provided in this water billing policy. It is stipulated as a condition of the granting of water service by the City that all persons now using such water service, or who may hereafter make application for water service, shall be considered as having agreed to be bound by all the rules and regulations as are herein or as may hereafter be prescribed.

I. RULES AND REGULATIONS.

The City Administrator and the Utilities Clerk are authorized to adopt and enforce, subject to the approval of the City Administrator, such rules and regulations as they deem necessary in the execution of their responsibilities and duties prescribed in this policy.

II. BILLING

Charges for services furnished for the City and its inhabitants and other users by the waterworks system shall be rendered monthly by the Utilities Clerk. In the event that utility bills are mailed by the City after the first of the month in which they are due, the City Administrator shall have the authority to establish a later due date for that billing cycle so as not to penalize the ratepayer.

III. DELINQUENT ACCOUNTS.

The bill for any service rendered for water, sanitation, and sewer service shall be paid by the 22nd of each month following the billing thereof, and if not paid within that time, a penalty of ten percent (10%) shall be added thereto. If the 22nd of the month falls on a weekend or a holiday, the bill shall be paid by the first business day following the 22nd. If the delinquent bill is not paid within fourteen (14) days of the date it was due, together with the penalty thereon, the Utilities Clerk shall cause the service to be discontinued; and it shall be resumed only on payment by the customer of the full amount of the account, plus an additional fifty dollars (\$50.00) reconnection fee. In any event, no applicant with a delinquent utility account with the City of South Lebanon shall be approved for water service until any and all delinquent amounts to the City of South Lebanon Utility Department are paid in full.

IV. SHARED METERS

The utility account for any building or structure with more than one unit on a single water meter shall be required to be in the name of the property owner and the property owner shall be responsible for all charges to the account. In the event of service disconnection as provided for in Section III, the property owner shall be responsible for all required charges prior to reconnection of water service.

CITYVILLAGE OF SOUTH LEBANON

WATER SHUT OFF POLICY

The billing for water services furnished by the CityVillage shall be governed by the requirements hereinafter provided in this water billing policy. It is stipulated as a condition of the granting of water service by the CityVillage that all persons now using such water service, or who may hereafter make application for water service, shall be considered as having agreed to be bound by all the rules and regulations as are herein or as may hereafter be prescribed.

I. RULES AND REGULATIONS.

The CityVillage Administrator and the Utilities Clerk are authorized to adopt and enforce, subject to the approval of the CityVillage Administrator, such rules and regulations as they deem necessary in the execution of their responsibilities and duties prescribed in this policy.

II. BILLING

Charges for services furnished for the CityVillage and its inhabitants and other users by the waterworks system shall be rendered monthly by the Utilities Clerk. In the event that utility bills are mailed by the CityVillage after the first of the month in which they are due, the CityVillage Administrator shall have the authority to establish a later due date for that billing cycle so as not to penalize the ratepayer.

III. DELINQUENT ACCOUNTS.

The bill for any service rendered for water, sanitation, and sewer service shall be paid by the ~~22nd+5th~~ of each month following the billing thereof, and if not paid within that time, a penalty of ten percent (10%) shall be added thereto. If the ~~22nd+5th~~ of the month falls on a weekend or a holiday, the bill shall be paid by the first business day following the ~~22nd+5th~~. If the delinquent bill is not paid within fourteen (14) days of the date it was due, together with the penalty thereon, the Utilities Clerk shall cause the service to be discontinued; and it shall be resumed only on payment by the customer of the full amount of the account, plus an additional fifty dollars (\$50.00) reconnectionturn-on fee. ~~The utility service deposit may be applied to any past due amount. Prior to resuming service, any amount deducted from the security deposit for past due amounts must be replenished by the customer.~~ In any event, no applicant with a delinquent utility account with the CityVillage of South Lebanon shall be approved for water service until any and all delinquent amounts to the CityVillage of South Lebanon Utility Department are paid in full.

IV. SHARED METERS

The utility account for any building or structure with more than one unit on a single water meter shall be required to be in the name of the property owner and the property owner shall be responsible for all charges to the account. In the event of service disconnection as provided for in Section III, the property owner shall be responsible for all required charges prior to reconnection of water service.



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: September 13, 2022
Subject: Temp Laborer Position

Attached is an ordinance creating three (3) temporary laborer positions. The Personnel Committee met & recommended the approval of these positions. They are needed do to the current workload this Fall as well as being short-staffed with Tony being out for an extended period of time.

A temporary worker can work up to 120 days to remain classified as “temporary”.

If you have any questions or need additional information, please let us know.

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-23

AN ORDINANCE CREATING TEMPORARY POSITIONS IN THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING COMPENSATION, AND DECLARING AN EMERGENCY

WHEREAS, due to an expanding workload within the City Public Works Department, the City requires additional temporary employees in the Department; and,

WHEREAS, it is necessary to create temporary positions and establish compensation due to complete upcoming projects planned for 2022 and future years; and,

WHEREAS, immediate action is required to ensure the continuity of trained personnel in the City Public Works Department in order to preserve the public peace, health, or safety of the City.

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

Section 1. That three (3) temporary Laborer positions in the Public Works Department are hereby created.

Section 2. That compensation pay range for said position shall be equal to Pay Grade 1 as set forth in the City of South Lebanon Compensation Plan.

Section 3. The City Administrator shall advertise for the forthcoming temporary position of Laborer, review applications, and select qualified applicants subject to the Mayor's approval.

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That this Ordinance 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 Ordinance shall be in full force and effective immediately upon its passage.

Ordinance No. 2022- 23

Page 2

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 ____ 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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2022

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 1 of 4

Dept./Division:	Public Works – all Departments	Employee Name:	
Position Title:	Laborer	Employment Status:	Full-time, Temporary
Reports To:	Foreman or other Designee	FLSA Status:	Non-exempt

MINIMUM QUALIFICATIONS FOR EMPLOYMENT: An example of acceptable qualifications:

Completion of secondary education or equivalent (high school diploma or GED) and one (1) year recent documented work experience and/or training in: general building, labor and vehicle and equipment maintenance operation and repair; or, in street maintenance and construction and traffic painting and signing work; or any equivalent combination of education, experience, and training which provides the required knowledge, skills and abilities. Minimum qualifications are dependent upon the City's Public Works department to which assigned.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess a valid State of Ohio driver's license and must remain insurable under the City's vehicle insurance plan.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive.

Cell phones and/or two-way radios; computer, copier, fax, telephone, scanner, and other standard modern/business office equipment; motor vehicles, shredder trucks; dump trucks, skid loader, front end loader, walking floor trailers, lifting arms, backhoe, generators, air compressors, shoring equipment, concrete mixer, snow plow, fork lift, and other light and heavy motorized vehicles and equipment; power drills, grinders and sanders, jack hammer; weed eater, mower, pumps, paint sprayer, chain saw, circular saw, shovels, rakes, pliers, wrenches, hammers, screwdrivers, chisels and other miscellaneous power and hand tools. Equipment operated is dependent upon the City's service department to which assigned.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot

Date Adopted:

Developed by:

Date Revised:

Clemans, Nelson & Associates, Inc. {8/25/2022 PDSLBVI 00284480.DOCX }

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 2 of 4

Employee Name:

Position Title:

Laborer

protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to exerts 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently; occasionally lifts objects 50 pounds or less; occasionally carries objects 50 pounds or less; occasionally pushes objects 50 pounds or less; occasionally pulls objects 50 pounds or less.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered medium work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:

JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- (1) Maintains appearance of City by collecting yard waste, chipping, mowing, and trimming weeds of City property, etc.
- (2) Assists in maintaining equipment and other recreational facilities; performs commercial building and/or office maintenance functions, i.e., routine plumbing repairs, routine carpentry work, etc.
- (3) Cleans City vehicles, including but not limited to, trucks; cleans City buildings utilizing proper safety methods.
- (4) Assists in maintaining equipment and other recreational facilities; performs commercial building and/or office maintenance functions, i.e., routine plumbing repairs, routine carpentry work, etc.
- (5) May perform maintenance duties in other departments as assigned or when required.
- (6) Attends meetings and serves on committees, as directed; attends training and seminars, as directed.
- (7) Maintains required licenses and/or certificates.
- (8) Demonstrates regular and predictable attendance; may be required to work extra hours, evening hours, weekends and/or holidays as necessary;

Date Adopted:

Developed by:

Date Revised:

Clemans, Nelson & Associates, Inc. {8/25/2022 PDSLBVI 00284480.DOCX }

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 3 of 4

Employee Name:

Position Title:

Laborer

(9) Meets all job safety requirements and all OSHA safety standards that pertain to essential functions.

OTHER DUTIES AND RESPONSIBILITIES:

Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (* indicates developed after employment)

Knowledge of: City goals and objectives;* City policies and procedures;* safety practices and procedures; two-way radio operations; road construction, maintenance, and repair; water distribution systems, construction, and repair; sewer construction, maintenance, and repair; utility construction, maintenance, and repair; general construction, maintenance, and repair; vehicle maintenance and repair; heavy and medium duty equipment maintenance and repair; grounds maintenance and repair; traffic control device preparation, maintenance, and repair; snow and ice removal; proper lifting techniques; custodial methods and techniques; English Grammar and spelling.

Skill in: computer operation; data entry; use of modern office equipment; computer programs (e.g., Microsoft Office); motor vehicle operation; mechanics; use of bench and/or hand tools; use of mechanics' tools and equipment.

Ability to: carry out instructions in written, oral, or picture form; recognize unusual or threatening conditions and take appropriate action; read, copy, and record figures accurately; perform basic addition and subtraction; complete routine forms; prepare accurate documentation; respond to routine inquiries from public and/or officials; communicate effectively; recognize safety warnings; maintain records according to established procedures; cooperate with co-workers on group tasks; develop and maintain effective working relationships; travel to and gain access to worksite; perform medium manual labor.

POSITIONS DIRECTLY SUPERVISED:

None.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed my position description, and that I understand the contents of the position description. I agree to abide by the requirements set forth. I understand that it is my responsibility to inform my supervisor at any time that I am unable to perform these activities.

(Approval of Appointing Authority or Designee)

(Date)

Date Adopted:

Developed by:

Date Revised:

Clemans, Nelson & Associates, Inc. {8/25/2022

PDSL BVI

00284480.DOCX

}

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 4 of 4

Employee Name:

Position Title:

Laborer

(Employee Signature)

(Date)

Date Adopted:

Date Revised:

Developed by:

Clemans, Nelson & Associates, Inc. {8/25/2022

PDSLBVI

00284480.DOCX

}

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-24**

**AN ORDINANCE CREATING THE HONORARY POSITION OF CITY
HISTORIAN AND APPOINTING WILLARD SPICER AS THE CITY'S FIRST
OFFICIAL HISTORIAN, ESTABLISHING**

WHEREAS, originally named "Deerfield", South Lebanon was settled in 1795 and has a rich and vibrant history; and,

WHEREAS, the Village and now City Council has made it a priority to preserve and celebrate the history of our Community through public awareness and outreach activities; and,

WHEREAS, a City Historian's role shall be to promote, collect and disseminate information to the public with respect to the City's history; and,

WHEREAS, Willard Spicer, a 3rd generation, lifelong resident of South Lebanon has distinguished himself a member and officer of the South Lebanon Historical Society as well as his extensive knowledge of the history of South Lebanon and surrounding areas; and,

WHEREAS, the Mayor is recommending that Mr. Spicer be appointed the City Historian; and,

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

Section 1. That the Council hereby creates the honorary position of City Historian of the City of South Lebanon.

Section 2. That the appointed person shall be a full-time resident of the City of South Lebanon and must demonstrate a knowledge of the history of the City of South Lebanon.

Section 3. That the appointment and any vacancy of the position shall be made by the Mayor with a majority approval by the City Council.

Section 4. That the term of the appointment of the City Historian shall be four (4) years. The incumbent may be reappointed by the Mayor with the majority approval of the City Council.

Section 5. That the City Council hereby approves the appointment of Willard Spicer as City Historian of the City of South Lebanon.

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 Ordinance 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 , 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	

Ordinance No. 2022-24

Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/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
From: Jerry Haddix, City Administrator
Date: September 13, 2022
Subject: Memorial Park Landscaping

As you may have noticed, the work on the Memorial Park drainage project is progressing quickly. After the excavation portion is completed, the landscaping portion is next. I have received a quote from Creech's Landscaping in the amount of \$32,379.50 to do the landscaping work including the rock & soil work that was originally in the excavation contract.

Due to the sequence of construction, it makes more sense for the landscaper to do this work. Therefore, there will be some items that the O'Heill Site Solutions, the excavation contractor will non-perform.

There was \$90,000 budgeted for this project. With this additional amount, the total will be near \$102,000. I would recommend moving \$12,000 from the upstairs renovation to this project.

If you have any questions or need additional information, please let us know.



www.creechsgarden.com

EMAIL: CONTACTUS@CREECHSGARDEN.COM

818 S. US RTE 42
Lebanon, Ohio 45036

(513)932-8155

FAX: 513-932-8130

VISIT OUR STONE CENTER!

LANDSCAPE MISCELLANEOUS PROJECT QUOTE



City of South Lebanon
10 North High St
South Lebanon, OH 45065

Please Visit Our Web Site:

www.creechsgarden.com

Phone: (513) 932-8155

Email: contactus@creechsgarden.com

If you have any questions about your estimate, please call Steve Creech at (513) 633-4168. Thank you!

Phone: 513-494-2296

E-mail: jhaddix@southlebanonohi...

Description	Size	Qty	Unit Price	Amount
Norway Spruce	9'	3	767.50	2,302.50
London Plane Tree	2.5" Caliper	1	595.50	595.50
Swamp White Oak	2.5" Caliper	2	630.50	1,261.00
Aronia Brilliant Red	#5	10	60.00	600.00
Variegated Sedge	#1	22	24.75	544.50
Karley Rose Fountain Grass	#2	20	46.50	930.00
Swamp Milk Weed	#1	28	21.00	588.00
Aster - Sub Jindai	#2	37	31.50	1,165.50
Magnus Purple Coneflower	#1	28	27.00	756.00
Hibiscus Hardy Rose summerific evening Rose	#3	15	58.50	877.50
cardinal Flower	#1	21	23.00	483.00
Itea Henry Garnet	#3	10	64.50	645.00
Alleghany Viburnum	4-5'	12	100.50	1,206.00
Mulch		25	70.00	1,750.00
River Rock		15	195.00	2,925.00
Soil Mix Depth 1.5'-(Creech's super soil Topsoil / Compost Mix)		150	75.00	11,250.00
Machine Use Site work for Soil Install into Beds			4,500.00	4,500.00

Project Terms: 50% Down is required before being put on a scheduled date, and then Balance is Upon Completion. You agree to let your project be photographed upon completion and to be used for social media - web site & other forms of advertising .

Accepted By: _____

Date: _____

By signing you agree to the project estimate. Quote valid for 30 Days- Quote Pricing subject to change at any time. * Calling in your approval by phone has the same effect as signing this agreement, granting Creech's permission to proceed with the project install.

Disclaimer: Please note we are not responsible for cracks in concrete drive, walkway or other used by our machinery in the course of completing a project when given permission to use. Any gutter systems that run underground, or wire or irrigation pipes , or heads or cable -invisible dog fence not disclosed & marked prior to install, will remain the sole responsibility of the homeowner to repair and fix. We shall not be held responsible for any damage that may or may not incur. One year - one time replacement on trees, shrubs, roses. Perennials, grasses and annual not covered under warranty and will not be replaced.

Subtotal \$32,379.50

Sales Tax (7.0%) ~~XXXXXX~~

Total ~~XXXXXX~~

