

Linda S. Burke
Mayor

Linda Allen
Councilmember

Sharon Carmack
Councilmember

Brenda Combs
Councilmember



Lisa Fedor
Councilmember

Maryan Harrison
Councilmember

Rolin Spicer
Vice-Mayor

**CITY OF SOUTH LEBANON
REGULAR MEETING OF CITY COUNCIL
AGENDA**

JULY 2, 2024, at 6:00 P.M.

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. **Public Hearing: Public Hearing Fiscal Year 2025 Tax Budget**
5. Guests
6. Floor open to the public
7. New Business: Emergency Resolution 2024-25 approving and authorizing the Director of Finance to submit the [interim] tax budget for Fiscal Year 2025 to the Warren County Auditor.

 Emergency Resolution 2024-26 authorizing contract amendment #2 with Choice One Engineering for the Forest Avenue Reconstruction Project Phase 1 in the amount of \$6,700.

 Emergency Resolution 2024-27 authorizing a real estate purchase agreement for properties located on Hobart Street (Parcels 1201279012, 1201279013 and 1201401011(2)) in the amount of \$14,000.

 Emergency Resolution 2024-28 authorizing an agreement with Redwood South Lebanon Mason-Morrow-Millgrove Road Ohio P1 LLC for waterline improvements on Mason-Morrow-Millgrove Road.

 Approval of Invoices
8. Old Business: Resolution 2024-24, Second Reading, imposing a temporary moratorium on the acceptance, consideration, and/or granting of any zoning occupancy, or permits or applications relating to cultivators, processors, or retail dispensaries of adult use cannabis within the City of South Lebanon

9. Communications and reports from City Officials and Committees

- a. Mayor
- b. Director of Finance
- c. Administrator
- d. Law Director
- e. Sergeant
- f. Council Members

10. Executive Session:

11. 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: Jerry Haddix, City Administrator

From: Tina Williams, Director of Finance

Date: July 2, 2024

Subject: FY2025 Tax Budget

Attached is an emergency resolution to approve the Director of Finance to submit the Interim Tax Budget for FY2025 to the Warren County Auditor. The Interim Tax Budget is required to be adopted by July 15th and submitted to the County Auditor before July 20th each year. Failure to approve and submit a tax budget timely may jeopardize the City's share of Local Government Funds.

The purpose of the tax budget is to assess the overall financial health of the City and determine if the rate that is levied for property taxes along with other sources of revenue are sufficient to meet our financial needs. The tax budget includes detailed information on revenues and expenditures for the General Fund and summary information on all other funds that do not receive property taxes.

The City's General Fund collects 1.3 mills in property taxes. It is estimated that \$220,000 will be collected in property taxes for FY2025. The main source of revenue in our General Fund is from the City's Municipal Income Tax. With a tax rate of 1%, we have estimated \$2,575,000 million in collections for FY2025. This amount is conservative and based on previous year's collections. We are expecting an overall increase in General Fund expenditures due to capital improvements to the Community Center. The City was awarded a federal grant in the amount of \$812,797 to help fund the improvements. The fund balance at the end of 2025 for the General Fund is estimated at \$3.2 million.

Revenue and expenses for all other funds is expected to be comparable to the 2024 budget.

The tax budget begins the budget process by certifying estimated revenues to the County Auditor. Once the tax budget is approved by the County Auditor and estimated resources set for FY2025, annual appropriations can be planned and passed by Council.

WARREN
COUNTY

BUDGET -
OF-

CITY OF SOUTH LEBANON

FOR FISCAL YEAR
BEGINNING JANUARY 1, 2025

Filed _____, _____

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

TAX LEVIES AND RATES FOR . IN CITY OF SOUTH LEBANON SPECIAL.
TAX VALUATION \$

	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
LEVIES OUTSIDE OF 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
TOTAL LEVY FOR ALL PURPOSES	

Office of the Board of Trustees of City Of South Lebanon, Warren County, OH

To the County Auditor:

The Board of Trustees of said Special District hereby submits its Annual Budget for the year commencing January 1st, 2025 for consideration of the County Budget Commission pursuant of Section 5705.30 of the Revised Code.

Tina Williams
Fiscal Officer

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

Fund Description	Levy Description	Amount Approved by Budget Commission	Amount to be Derived from Levies	County Auditor's Estimate of Tax Rate to be Levied	
		Inside 10 Mill Limitation	Outside 10 Mill Limitation	Inside 10 Mill Limit	Outside 10 Mill Limit
		Column I	Column II	Column III	Column IV
TOTAL					

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

FUND CLASSIFICATION: GENERAL

DESCRIPTION	2022 Actual	2023 Actual	Current Year Estimated for 2024	Budget Year Estimated for 2025
FUND BALANCE 1/1	\$3,200,758.99	\$4,169,216.95	\$5,244,483.47	\$3,677,146.17
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$185,119.04	\$194,535.15	\$214,000.00	\$220,000.00
Municipal Income Tax	\$2,458,037.88	\$2,687,151.84	\$2,500,000.00	\$2,575,000.00
State Shared Taxes				
Local Government - County	\$29,969.26	\$30,517.94	\$28,683.11	\$30,000.00
Intergovernmental				
Local Government - State	\$32,086.83	\$33,360.79	\$30,000.00	\$30,000.00
Property - Homestead and Rollback	\$25,662.33	\$27,522.35	\$25,000.00	\$25,000.00
Other State Shared Taxes and Permits	\$4,031.09	\$1,898.70	\$0.00	\$2,000.00
Grants - State and Federal	\$1,000.00	\$127,800.00	\$0.00	\$812,797.00
Fines, Licenses and Permits				
Court Costs	\$27,600.17	\$28,431.27	\$30,000.00	\$30,000.00
Zoning	\$17,693.09	\$63,734.09	\$100,000.00	\$50,000.00
Cable Franchise Fees	\$74,311.79	\$71,532.60	\$74,000.00	\$74,000.00
Earnings on Investments	\$1,013.68	\$306,627.33	\$250,000.00	\$250,000.00
Miscellaneous	\$26,810.30	\$30,414.85	\$32,500.00	\$30,000.00
Total Revenue	\$2,883,335.46	\$3,603,526.91	\$3,284,183.11	\$4,128,797.00
Expenditures				
Security of Persons & Property				
Police Enforcement	\$641,807.82	\$724,150.37	\$1,019,482.91	\$1,050,000.00
Street Lighting	\$45,682.98	\$67,291.93	\$55,000.00	\$60,000.00
Health & Human Services	\$5,694.92	\$7,485.33	\$13,000.00	\$13,000.00
Leisure - Parks & Recreation	\$17,516.18	\$26,925.29	\$70,000.00	\$70,000.00
Community Planning and Zoning	\$0.00	\$0.00	\$0.00	\$60,000.00
Public Utilities - Admin. Staff Salaries	\$100,458.81	\$161,647.32	\$235,700.00	\$260,000.00
General Government				
Council & Mayor - Salaries	\$46,275.00	\$46,550.00	\$62,000.00	\$62,000.00
Administration - Salaries	\$73,204.48	\$75,349.03	\$130,000.00	\$146,000.00
Employee Benefits	\$159,896.25	\$185,110.95	\$308,100.00	\$399,392.00
Council & Mayor - Other Expenses	\$7,268.00	\$21,808.93	\$25,850.00	\$26,700.00
Administration - Other Expenses	\$6,116.50	\$8,756.31	\$13,000.00	\$13,000.00
Mayor's Court - Salaries	\$60,486.82	\$59,623.15	\$65,000.00	\$66,880.00
Mayor's Court - Other Expenses	\$5,466.65	\$5,856.86	\$8,800.00	\$8,800.00
Finance - Salaries	\$104,425.82	\$109,989.51	\$125,000.00	\$138,000.00
Finance - Other Expenses	\$36,431.73	\$26,301.30	\$36,070.00	\$36,070.00
Solicitor - Salary	\$23,199.96	\$26,683.33	\$27,000.00	\$30,000.00
Income Tax - Salaries	\$81,103.17	\$93,459.23	\$100,000.00	\$120,000.00
Income Tax - Other Expenses	\$13,425.91	\$15,369.72	\$17,450.00	\$17,700.00
Income Tax Refunds	\$23,738.00	\$113,323.13	\$60,000.00	\$60,000.00
Land and Buildings	\$31,017.85	\$47,822.70	\$93,000.00	\$93,000.00
Property Tax Collection Fees	\$7,634.97	\$5,840.11	\$14,000.00	\$14,000.00
Other General Government	\$305,728.45	\$258,555.37	\$328,200.00	\$328,200.00
Capital Outlay	\$113,054.04	\$434,063.07	\$1,412,055.00	\$1,562,797.00
Total Expenditures	\$1,909,634.31	\$2,521,962.94	\$4,218,707.91	\$4,575,539.00

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

FUND CLASSIFICATION: GENERAL

Other Financing Sources & Uses				
Other Uses of Funds				
Transfers - Out to Debt Services	\$7,790.80	\$7,812.50	\$632,812.50	\$0.00
Total Other Financing Sources & Uses	\$7,790.80	\$7,812.50	\$632,812.50	\$0.00
Fund Balance 12/31	\$4,169,216.95	\$5,244,483.47	\$3,677,146.17	\$3,230,404.17
Less: Encumbrances 12/31	\$105,128.57	\$84,751.72	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$4,064,088.38	\$5,159,731.75	\$3,677,146.17	\$3,230,404.17

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

FUND CLASSIFICATION: SPECIAL REVENUE

FUND	Estimated Unencumbered Fund Balance 1/1/2025	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2025
				Personal Services	Other	Total	
Street	914,422.52	375,000.00	1,289,422.52	40,000.00	351,100.00	391,100.00	898,322.52
Shepherd's Crossing Improvements	4,059.79	0.00	4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	101,380.77	45,000.00	146,380.77		100,000.00	100,000.00	46,380.77
Homestead Public Improvements	26,421.68	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	24,617.92	15,000.00	39,617.92		15,000.00	15,000.00	24,617.92
DUI	1,625.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	2,073.93	2,000.00	4,073.93		2,000.00	2,000.00	2,073.93
TIF Fund / Rivers Crossing	1,000.00	1,300,000.00	1,301,000.00		1,300,000.00	1,300,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65	0.00	1,752.65		1,752.65	1,752.65	0.00
TIF Fund / Riverside	1,000.00	950,000.00	951,000.00		950,000.00	950,000.00	1,000.00
OneOhio Opioid Settlement	2,076.74	500.00	2,576.74		0.00	0.00	2,576.74
TOTAL SPECIAL REVENUE FUNDS	1,080,431.00	2,687,500.00	3,767,931.00	40,000.00	2,751,959.12	2,791,959.12	975,971.88

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

FUND CLASSIFICATION: CAPITAL PROJECTS

FUND	Estimated Unencumbered Fund Balance 1/1/2025	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2025
				Personal Services	Other	Total	
Morrow Road Reconstuction	0.00	519,244.00	519,244.00		519,244.00	519,244.00	0.00
TOTAL CAPITAL PROJECT FUNDS	0.00	519,244.00	519,244.00	0.00	519,244.00	519,244.00	0.00

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024**

FUND CLASSIFICATION: ENTERPRISE

FUND	Estimated Unencumbered Fund Balance 1/1/2025	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2025
				Personal Services	Other	Total	
Water	2,604,604.92	1,115,000.00	3,719,604.92	380,000.00	724,200.00	1,104,200.00	2,615,404.92
Sewer	5,171,700.27	1,513,000.00	6,684,700.27	350,000.00	1,151,000.00	1,501,000.00	5,183,700.27
Sanitation	337,890.18	537,000.00	874,890.18	17,000.00	520,000.00	537,000.00	337,890.18
Deposit Trust	103,878.84	19,000.00	122,878.84		50,000.00	50,000.00	72,878.84
Utility Maintenance Reserve	132,024.81	5,000.00	137,024.81		125,000.00	125,000.00	12,024.81
TOTAL ENTERPRISE FUNDS	8,350,099.02	3,189,000.00	11,539,099.02	747,000.00	2,570,200.00	3,317,200.00	8,221,899.02

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

FUND CLASSIFICATION: CUSTODIAL

FUND	Estimated Unencumbered Fund Balance 1/1/2025	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2025
				Personal Services	Other	Total	
Unclaimed Funds	1,863.89	1,000.00	2,863.89		1,000.00	1,000.00	1,863.89
TOTAL CUSTODIAL FUNDS	1,863.89	1,000.00	2,863.89	0.00	1,000.00	1,000.00	1,863.89

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2025**

TOTAL OF ALL FUNDS

FUND	Estimated Unencumbered Fund Balance 1/1/2025	Estimated Receipts				Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2025
		Property Tax	County Local Govt Funds	Other	Total		Personal Services	Other	Total	
GENERAL	3,677,146.17	220,000.00	30,000.00	3,878,797.00	4,128,797.00	7,805,943.17	1,282,272.00	3,293,267.00	4,575,539.00	3,230,404.17
SPECIAL REVENUE	1,080,431.00			2,687,500.00	2,687,500.00	3,767,931.00	40,000.00	2,751,959.12	2,791,959.12	975,971.88
DEBT SERVICE	0.00			0.00	0.00	0.00		0.00	0.00	0.00
CAPITAL PROJECTS	0.00			519,244.00	519,244.00	519,244.00		519,244.00	519,244.00	0.00
ENTERPRISE	8,350,099.02			3,189,000.00	3,189,000.00	11,539,099.02	747,000.00	2,570,200.00	3,317,200.00	8,221,899.02
CUSTODIAL	1,863.89			1,000.00	1,000.00	2,863.89		1,000.00	1,000.00	1,863.89
	13,109,540.08	220,000.00	30,000.00	10,275,541.00	10,525,541.00	23,635,081.08	2,069,272.00	9,135,670.12	11,204,942.12	12,430,138.96



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: June 28, 2024

Subject: Forest Avenue OPWC Engineering Amendment #2

Back in 2020, as part of the Ohio Public Works Commission (OPWC) application for the Forest Avenue project, the then-Village entered into an agreement with Choice One Engineering for the design of the project. This project, which is the reconstruction of Forest Ave. from Section St. to High St., was finally approved for funding and Choice One has completed the plans. I have asked Choice One to give us a quote for the bidding phase, given that I will be out of the office & we are short-staffed as well. They have proposed a \$3,500 increase to the contract for the bidding tasks as listed in the attached addendum.

This needs to be passed an emergency in order to proceed with the bidding ASAP to try to get the Project completed this construction season.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-26**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE AMENDMENT #2 TO AGREEMENT WITH CHOICE ONE
ENGINEERING FOR THE FOREST AVENUE RECONSTRUCTION PROJECT
PHASE ONE, AND DECLARING AN EMERGENCY**

WHEREAS, on June 18th, 2020, as part of a funding application to the Ohio Public Works Commission (OPWC), the then-Village Council passed Resolution No. 2020-23 and entered into an agreement with Choice One Engineering (“Engineer”) for the design of the Forest Avenue Reconstruction Project Phase One in the amount of \$38,000.00; and,

WHEREAS, on June 1st, 2023, per Resolution No. 2023-24, the City Council approved Amendment #1 to the Agreement with the Engineer with an increase of \$6,700 resulting in a not to exceed amount of \$44,700; and,

WHEREAS, City staff has requested a quote from the Engineer to provide bidding services for the Project; and,

WHEREAS, the Engineer has submitted a proposal for the bidding services which will result in a not to exceed cost of \$48,200.00 which is a net increase of \$3,500.00 from the current contract price; and,

WHEREAS, immediate action is required to approve said amendment to allow the Project to be bid out as soon as possible to insure the Project can be completed this construction season 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, at least two-thirds of all members elected thereto concurring:

Section 1. Approve Amendment #2 with Choice One Engineering, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute an Amendment on behalf of the City.

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.

Resolution No. 2024-26
Page 2

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

Adopted this ____ day of _____, 2024.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	____ Yea ____ Nay
Effective Date:	_____

Prepared by and approved as to form:

Andrew P. Meier
Law Director
City of South Lebanon, Ohio



Date

June 27, 2024

Attention

Jerry Haddix
Administrator
jhaddix@southlebanonohio.org

Address

City of South Lebanon
10 N. High Street
South Lebanon, OH 45065

Subject

Amendment #2 to Agreement for Professional Services
Forest Avenue Reconstruction – Phase 1
WAR-SLE-2004

Dear Mr. Haddix:

The Agreement referred to herein was executed on 6/19/2020 between the City of South Lebanon, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

City of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation



Troy A. Niese, P.E., Project Manager

6/27/24
Date

Approved as to form:
ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: _____
Date: _____

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone



Scope of Services

Project Details

1. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

Compensation & Schedule

Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey	\$0.00	\$1,000.00	\$4,200.00	\$5,200.00
Construction Plans	\$0.00	\$5,700.00	\$33,800.00	\$39,500.00
Construction Bidding Procedures	\$3,500.00	\$0.00	\$0.00	\$3,500.00
Total	\$3,500.00	\$6,700.00	\$38,000.00	\$48,200.00
<i>Construction Administration Services</i>			<i>Hourly upon request</i>	

Schedule

Choice One will provide the bidding services within 60 days.



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: June 28, 2024
Subject: Hobart St. property

Recently, I was contacted by the realtor for the Trustee of the Clayton Montgomery estate re: the property on Hobart St. There are two (2) vacant lots on Hobart St. that adjoin the parking lot between High St. & King Ave (see attached map). The combined valuation for both lots by the County Auditor is \$13,640. we made an offer, subject to Council approval, of \$14,000 which she accepted. In my opinion, this is a nice addition to the City's open space inventory at a reasonable price, especially being connected to our existing parking lot on Hobart St.

This needs to be passed an emergency in order to sign the agreement and secure the purchase of this property.

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



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Warren County GIS

Date: 6/28/2024

Cadastral Lines	Corporate Line	Parcel Line	Hardware
- all other values -	County Line	ROW Unknown Width Line	Subdivision Ltd Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Aud lots Trad Line	Orepass Line	School Line	Trad Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 94 feet

Hobart St Vacant Lots

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-27**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
REAL ESTATE PURCHASE AGREEMENT FOR PROPERTIES LOCATED ON
HOBART STREET IN THE CITY OF SOUTH LEBANON, AND DECLARING AN
EMERGENCY**

WHEREAS, the 0.15 acres of vacant real estate located along Hobart Street South Lebanon, OH 45065 (Parcel Nos. 1201279012 & 1201279013), South Lebanon, OH 45065 (Parcel No. 1201401011(2)) is currently owned by Regina Chambers, Trustee; and,

WHEREAS, the current property owner desires to sell the two (2) parcels to the City for a total price of \$14,000.00; and,

WHEREAS, the Council desires that the City acquire title to the said property as the said property would be a useful for park and open space purposes; and,

WHEREAS, the Law Director prepared a Real Estate Purchase Agreement and the City staff tendered the Agreement to the Seller who has approved the same which is attached hereto; and,

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

Section 1. Approve the Real Estate Purchase Agreement and further authorize the Mayor to execute the same; 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.

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 No. 2024-27
Page 2

Adopted this ____ day of _____, 2024.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	____ Yeas ____ Nays
Effective Date:	_____

Prepared by and approved as to form:

Andrew P. Meier
Law Director
City of South Lebanon, Ohio

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is entered into this June 20, 2024, _____ by and between Regina Chambers, Trustee (hereinafter referred to as "Seller"), whose address is 127 King Ave. So Lebanon OH 45065, and the City of South Lebanon, an Ohio Municipal Corporation (hereinafter referred to as "Buyer"), whose address is 10 N. High Street South Lebanon, OH 45065.

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

1. Description.

Legal description of real estate (hereinafter referred to as "Property"): Located in the County of Warren, State of Ohio and being more particularly described in attached Exhibit A.

Street address of the property:

- i. Vacant lot on Hobart Street, South Lebanon, OH 45065
 - 1. Parcel No. 1201279013
- ii. Vacant lot on Hobart Street, South Lebanon, OH 45065
 - 1. Parcel No. 1201279012

2. Purchase Price. \$14,000.00

Payment:

- (a) Deposit \$0.00
- (b) Balance to close in cash or certified or cashier's check, subject to prorations and adjustments \$14,000.00

3. Financing.

N/A

4. Title.

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

thereafter, notify Seller specifying the defects. If said defects render title unmarketable, Seller shall have thirty (30) days from receipt of notice within which to remove said defects, and if Seller is unsuccessful in removing same within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement; however, Seller agrees that she will, if title is found to be unmarketable, use diligent efforts to correct the defects in title within the time provided therefore, including the bringing of necessary suits.

5. Time for Acceptance and Effective Date.

N/A

6. Appraisal Contingency.

N/A

7. Closing Date.

This transaction shall be closed on or before Spetemeber 30, 2024, with all sums due being paid to Seller and Deed being executed and delivered to Buyer.

8. Restrictions, Easements, Limitations.

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

9. Occupancy and Leases.

N/A

10. Ingress and Egress.

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

11. Time of Essence.

Time is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a

Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

12. Documents for closing.

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

13. Expenses.

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

14. Proration of Taxes

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

14. Inspections

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

15. Maintenance.

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

16. Default.

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

17. Persons Bound and Notice.

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

18. Other Agreements.

No prior agreements or representations shall be binding upon any of the parties

hereto unless incorporated in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties hereto unless in writing, executed by the parties to be bound thereby.

Dated:

SELLER

BUYER

The City of South Lebanon, an
Ohio Municipal Corporation

Regina Chambers, Trustee
Regina Chambers, Trustee

By: Linda S. Burke, Mayor

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF 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: June 28, 2024
Subject: Agreement w/ Redwood Homes

Attached is a resolution & agreement with the Redwood Homes for the waterline extension along Mason-Morrow-Millgrove Road to City property next to the Lebanon Bike Trail. This is the final piece to provide water service to the River Creek Lofts development & HuDawn. The lengthy negotiations re: the waterline easement delayed this portion of the project. Redwood has a good contractor that I have experience with ready to go on the project. In addition, the waterline project should be able to get completed prior to the Mason-Morrow-Millgrove Road project gets started if they start soon. That is the reason for the emergency language.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-28**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE AN AGREEMENT FOR WATERLINES IMPROVEMENTS
ON MASON-MORROW-MILLGROVE ROAD WITH REDWOOD SOUTH LEBANON
MASON-MORROW-MILLGROVE ROAD OH P1 LLC, AND DECLARING AN
EMERGENCY**

WHEREAS, on August 12, 2022, the record plat for the Redwood South Lebanon development consisting of 110 residential units was recorded in the Warren County Recorder's Office; and,

WHEREAS, per Resolution No. 2021-34, the South Lebanon City Council entered into a pre-annexation agreement with 1770 MMM, LLC relative to the annexation of the property known as 1770 Mason-Morrow-Millgrove Road which included the provision of water service to the property; and,

WHEREAS, per Resolution No. 2023-47, the South Lebanon City Council approved a Tax-Increment Financing (TIF) Development Agreement with River Creek Lofts, LLC, for financing and construction of public improvements related to the River Creek Lofts multi-family development which included provisions for public water services; and,

WHEREAS, per Resolution No. 2024-13, the City obtained a waterline easement from Oeder & Sons Garage, Inc. for the installation of a waterline along Mason-Morrow-Millgrove Road; and,

WHEREAS, Redwood has agreed to extend the water main along Mason-Morrow-Millgrove Road as shown in the approved plans in lieu of paying connections fees to the City public water and wastewater systems; and,

WHEREAS, immediate action is required to provide water to the River Creek Lofts development and HuDawn property 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, at least two-thirds of all members elected thereto concurring:

Section 1. Approve and authorized the Mayor and Director of Finance to execute an Agreement for waterline improvements on Mason-Morrow-Millgrove Road with .Redwood South Lebanon Mason-Morrow-Millgrove Road OH P1 LLC, 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. 2024-28
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 ____ day of _____, 2024.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	____ Yea ____ Nay
Effective Date:	_____

Prepared by and approved as to form:

Andrew P. Meier
Law Director
City of South Lebanon, Ohio

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 Redwood South Lebanon Mason Morrow Millgrove Road OH P1 LLC, an Ohio limited liability company whose mailing address is 7007 E. Pleasant Valley Road, Independence, OH 44131 (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 Mason-Morrow-Millgrove Road (the "Project").

WITNESSETH:

WHEREAS, the Developer proposed to develop a 110-unit residential subdivision (together with a leasing office) to be known as Redwood South Lebanon ("Development") which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel # 12-01-151-019, and,

WHEREAS, the City desires an extension of the waterline along Mason-Morrow-Millgrove Road consisting of approximately 2,900 lineal feet from the connection point at Sutton Drive west to the west property line of the City property at Parcel No. 12-07-100-028 as per approved plans ("Project"); and,

WHEREAS, the City contracted for the development the Plans 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 and sanitary systems; 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 Plans approved by OEPA on August 26,

2021 and attached hereto as Exhibit A. This also includes all testing requirements per the Plans and City construction specifications. City hereby approves of Digg-It as the Contractor.

2. Prior to commencing work on the Project, (i) 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, and (ii) the City shall obtain and assign to Developer and Contractor any necessary easements from third parties to allow Developer or the Contractor to perform the work contemplated by this Agreement.
3. 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 by Developer or Contractor. 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.
4. The City water connection fee of \$2,400 per tap and sanitary sewer connection fee of \$2,400 per tap, which were in effect at the time of the commencement of the City's approval of the Redwood South Lebanon development, shall be used in the calculation of tap-in credits as a result of this Agreement. The City acknowledges that Developer will require a total of 223 taps for its Development, consisting of 111 water taps, 111 sewer taps, and 1 irrigation tap, all of which will be calculated at \$2,400 per tap for purposes of calculating the tap-in credits. In the event the calculation of the tap-in credits is not sufficient for 223 taps, Developer shall pay for the remaining taps at the rate of \$2,400 each.
5. 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 Redwood South Lebanon development for water and sanitary sewer connections fees for the Redwood South Lebanon development. In the event the documented project costs exceed the total tap-in credits, the excess documented project costs shall be paid to Developer within thirty (30) days after completion and acceptance of the Project by City.

6. Upon completion of the Project and all credit being applied to water and sanitary sewer 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 at the rate set forth in Section 5 above
7. Completion Dates. Subject to force majeure, all work associated with the installation of the waterline along Mason-Morrow-Millgrove 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. As used herein, force majeure means any unforeseeable circumstance which is beyond the control of a Party, or any unavoidable event, even if foreseeable, as a result of which such Party is unable to perform its obligations, in whole or in part, under this Agreement. Such circumstances include, but are not limited to, any strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood, accident, war, riot, insurgence or any other similar event.
9. Mechanics Liens. In the event of any mechanic's liens or other liens are filed as a result of this Developer's construction of the 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. Any associated costs shall be included in the final calculation of Project costs.
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, REDWOOD SOUTH LEBANON MASON MOROW MILLGROVE ROAD OH P1 LLC referred to as the Developer herein, has caused this Agreement to be executed by Steve Kimmelman whose title is Authorized Manager on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: [Signature]

NAME: Steve Kimmelman

TITLE: Authorized Manager

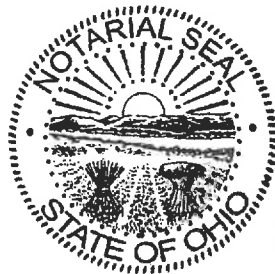
DATE: June 27, 2024

STATE OF Ohio, COUNTY OF Cuyahoga, ss.

BE IT REMEMBERED, that on the 27th day of June, 2024, 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 Steve Kimmelman, whose title is Auth. Manager of Redwood South Lebanon Mason Morow Millgrove Road OH P1 LLC 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 Redwood South Lebanon Mason Morow Millgrove Road OH P1 LLC, in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: N/A

[seal]



LAUREN MAY
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

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 Director of Finance, on the date stated below, pursuant to Resolution Number 2024-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: Linda S. Burke

NAME: Petrina D. Williams

TITLE: Mayor

TITLE: Director of Finance

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2024, 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 Linda S. Burke, Mayor, and Petrina D. Williams, Director of Finance, 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.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

APPROVED AS TO FORM:

**ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO**

By: _____
Andrew P. Meier, Law Director

Date: _____

Exhibit A

Approved Construction Plans

RECEIVED
August 25, 2021
OHIO EPA - DDAGW
WATER SUPPLY
APPROVED
BY THE OHIO DEPARTMENT OF
NATURAL RESOURCES
WATER DIVISION

THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

MASON-MORROW-MILLGROVE ROAD
PUBLIC WATERMAIN EXTENSION

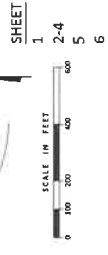
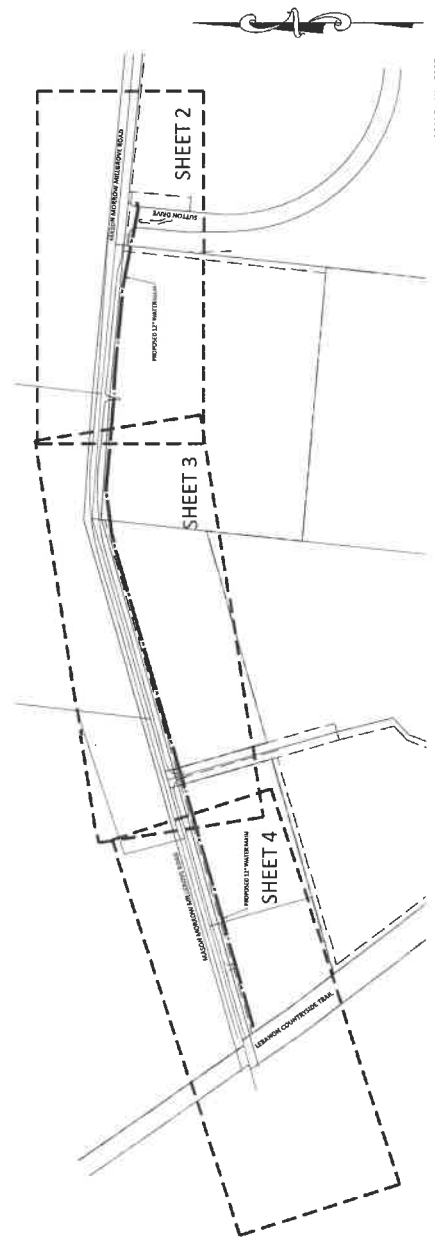
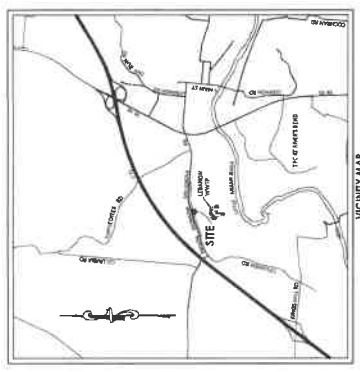


MSP
DESIGN
McGill Smith Purinton
1300 Parkside Drive
Lebanon, OH 45031
614.885.1100
www.mspdesign.com

Project Manager	BA
Drawn By	BL
Issue/Revision	No. 01B
FOR AGENCY REVIEW	06/25/21



MASON-MORROW-MILLGROVE ROAD
PUBLIC WATER MAIN EXTENSION
THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



SHEET INDEX

DESCRIPTION	SHEET
COVER SHEET	1
WATER MAIN PLAN & PROFILE	2-4
NOTES	5
WATER SYSTEM NOTES & DETAILS	6

- NOTES:**
- REFER TO WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER AND SEWER STANDARD NUMBERS WG-1A AND WG-1B FOR THE WATER NOTES.
 - ALL WATER MAINS SHALL BE CONSTRUCTED UNDER THE INSPECTION OF THE VILLAGE OF SOUTH LEBANON.
 - ALL TRENCHES UNDER THE PAVEMENT, CURB AND GUTTERS SHALL BE BACKFILLED WITH EITHER COMPACTED NATIVE MATERIAL, COMPACTED GRANULAR MATERIAL, OR CONTROLLED DENSITY FILL. IF SETTLEMENT OCCURS, THE TRENCH SHALL BE EXCAVATED BACK TO THE CONDUIT'S BEDDING AND CONTROLLED DENSITY FILL USED TO BACKFILL THE TRENCH. THE CONTROLLED DENSITY FILL SHALL BE APPLIED FROM BACK OF CURB TO BACK OF CURB.
 - LOCATION OF UTILITY SERVICES ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF HIS OPERATIONS. SAFE.
 - SILT FROM CONSTRUCTION OPERATIONS SHALL NOT BE PERMITTED TO ENTER STORM SEWER SYSTEMS. WHEN CONSTRUCTION OCCURS NEAR STORM SEWER INLETS, EROSION CONTROL MEASURES SUCH AS INLET FILTERS SHALL BE USED TO PREVENT SILT FROM ENTERING THE STORM SEWERS.

PROJECT DESCRIPTION:
THIS PROJECT INCLUDES THE DESIGN OF A PUBLIC WATER MAINS LOCATED PRIMARILY ALONG MASON MORROW MILLGROVE ROAD. THE DESIGN INCLUDES APPROXIMATELY 3,000 LINEAR FEET OF PUBLIC WATER MAIN.

2013 SPECIFICATIONS:
THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS PROJECT.

NOTE:
UNDERGROUND UTILITIES ARE PLOTTED FROM A COMBINATION OF RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES. ALL UTILITIES MAY NOT BE SHOWN. EXACT LOCATIONS CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY PROTECTION SERVICE AT 1-800-362-2764 BEFORE ANY EXCAVATION OR CONSTRUCTION ACTIVITY.

Ohio Utilities Protection Service
1-800-362-2764
OHIO UTILITY PROTECTION SERVICE
PROTECTING THE PUBLIC SAFETY

COVER SHEET	06308.19
Project Number	AS NOTED
Drawing Scale	1/6
Sheet Number	06308

Sheet Title



McGinn Smith Penston
 11300 Parkside Drive
 Columbus, Ohio 43240
 (614) 438-3300
 www.mspdesign.com

Project Manager BA
 Bill
 614-438-3300
 X4450

Drawn By BA
 Bill
 614-438-3300
 X4450

Issue/Revision	No.	Date
FOR AGENCY REVIEW	06/15/23	



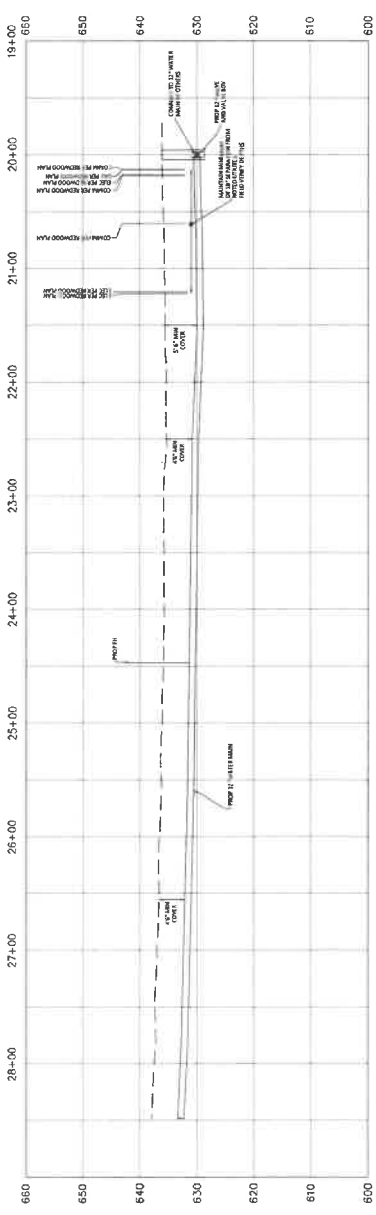
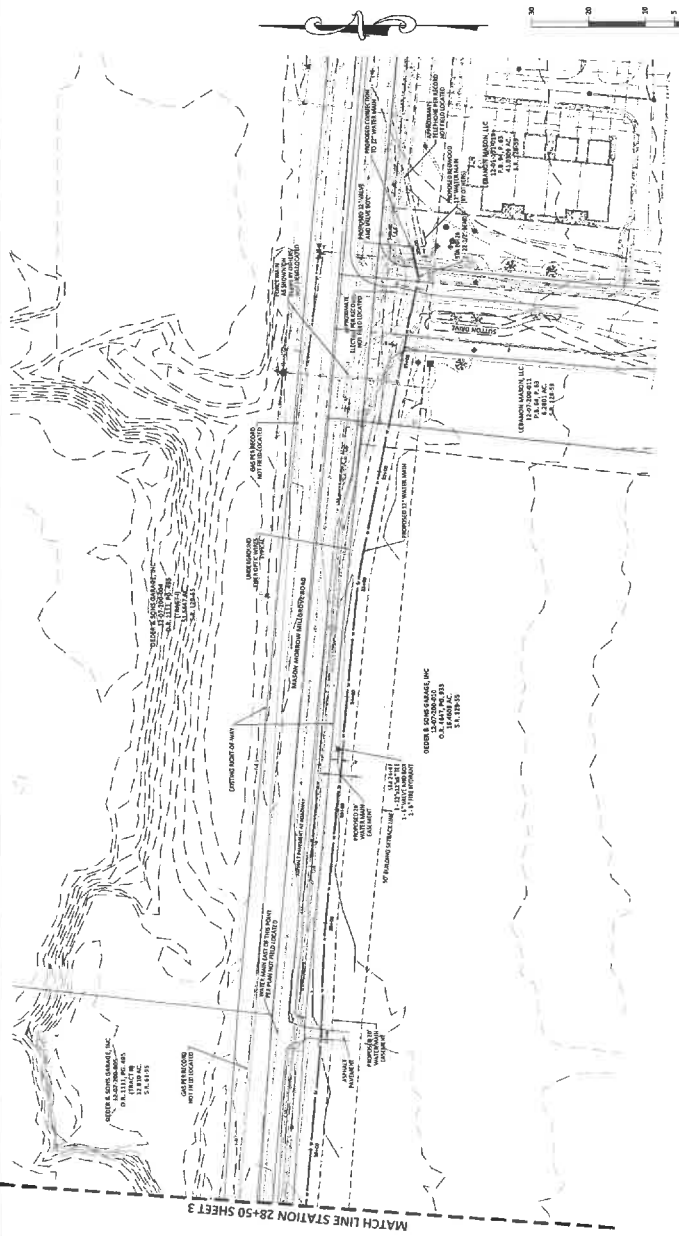
MASON-MORROW-MILLGROVE ROAD PUBLIC WATER MAIN EXTENSION THE VILLAGE OF SOUTH LEBANON WARREN COUNTY, OHIO

Sheet Title

**WATER MAIN
 PLAN & PROFILE**
 Project Number 06308.19
 Drawing Scale A5 NOTED
 Sheet Number 2/6
 File Number 06308

LEGEND

- EXISTING FEATURES**
- Existing Building
 - Existing Water Main
 - Existing Sewer Main
 - Existing Storm Sewer
 - Existing Easement
 - Existing Right-of-Way
 - Existing Utility Pole
 - Existing Manhole
 - Existing Valve
 - Existing Hydrant
 - Existing Fire Hydrant
 - Existing Water Meter
 - Existing Fire Alarm
 - Existing Fire Alarm Bell
 - Existing Fire Alarm Box
 - Existing Fire Alarm Panel
 - Existing Fire Alarm Control
 - Existing Fire Alarm Receiver
 - Existing Fire Alarm Transmitter
 - Existing Fire Alarm Annunciator
 - Existing Fire Alarm Call Station
 - Existing Fire Alarm Control Panel
 - Existing Fire Alarm Control Unit
 - Existing Fire Alarm Control System
 - Existing Fire Alarm Control Panel
 - Existing Fire Alarm Control Unit
 - Existing Fire Alarm Control System
 - Existing Fire Alarm Control Panel
 - Existing Fire Alarm Control Unit
 - Existing Fire Alarm Control System



MASON-MORROW-MILLGROVE ROAD WATER MAIN EXPANSION

1"=50' HOR. / 1"=10' VERT.



Exhibit B

Project Costs

Upsize waterline across frontage (LF)	\$	35.00	695	\$	24,325.00
Matrix 5 Materials Cost:				\$	188,808.00
Site Worx Material Relocation:				\$	5,208.00
Digg-It Installation Cost:				\$	206,708.29
Survey Staking & As-Builts				\$	15,000.00
Materials Interest Carry Cost:	Interest Rate	7.8132%	Months	24	\$ 29,503.78
Total				\$	469,553.07
Project Management Fee:		7.5%		\$	35,216.48
TOTAL				\$	504,769.55

OLD BUSINESS

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-24**

**A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON THE
ACCEPTANCE, CONSIDERATION, AND/OR GRANTING OF ANY ZONING,
OCCUPANY, OR OTHER PERMITS OR APPLICATIONS RELATING TO
CULTIVATORS, PROCESSORS, OR RETAIL DISPENSARIES OF ADULT USE
CANNABIS WITHIN THE CITY OF SOUTH LEBANON**

WHEREAS, pursuant to the constitution of the State of Ohio in the charter of the City of South Lebanon, the City has the power to enact laws that are for the health, safety, and welfare of the citizens of South Lebanon, including zoning laws and business regulations; and

WHEREAS, on November 7, 2023, the State of Ohio passed Issue 2, which is an act to control and regulate adult used cannabis (the “Act”) which among other things, legalize the use of cannabis for adults; and

WHEREAS, the Act became effective on December 7, 2023 (the “Act”); and

WHEREAS, the Act establishes the division of cannabis control within the Ohio Department of Commerce to license, regulate, and establish rules for adult used cannabis operators and laboratories, including rules relating to application and license permits for applicants for cannabis operators (the rules of the division of cannabis control are herein after referred collectively as “the regulations”); and

WHEREAS, the Act provides that within nine (9) months of the Act’s effective date, the Division of Cannabis Control is to establish the regulations; and

WHEREAS, the Act also provides that municipalities may adopt an ordinance by majority vote to limit or prohibit the number of adults use operators within the municipal corporation, with certain limitations to be set forth by the Division of Cannabis Control; and

WHEREAS, the extent of provisions of the regulations are currently unknown and will likely not be known by the Act’s effective date or until the Division of Cannabis Control finalizes the regulations; and

WHEREAS, upon review of the Act, it is not clear if a person or entity can establish a use within the City on or after the Act’s effective date relating to the cultivation, processing, or retail dispensary of adult use cannabis within the City after the effective date of the Act but prior to the passage of the regulation; and

WHEREAS, the City has no existing provisions in its ordinances or zoning regulations relating to the legal use of adult-use cannabis not related to medical marijuana dispensary;

Resolution No. 2024-24

Page 2

WHEREAS, prior to considering regulations on adult-use cannabis dispensaries, City Council desires to have a better knowledge of the applicable federal law, newly implemented state law, and future regulations and other issues generally associated with recreational use of cannabis and may impact the health, safety, welfare of the citizens of the City of South Lebanon; and

WHEREAS, A moratorium on certain matters related to adult-use cannabis dispensaries will allow the Planning Commission and City Council to know the regulations the Division of Cannabis Control will establish, to more fully consider the issues prior to enacting any legislation; and

WHEREAS, given the time needed to fully review the current laws, trends, background, and issues associated with adult-use cannabis dispensaries, to propose, draft, and present regulations, City Council believes that ~~180~~ **365** days is a reasonable time to obtain the information it needs.

NOW, THEREFORE BE IT RESOLVED by a majority of the Council of the City of South Lebanon, Ohio, as follows:

Section 1. A temporary moratorium on the consideration and/or granting of any applications for local licensing approval, and any zoning, occupancy, or other permits related to cultivators, processors, or retail dispensaries of adult-use cannabis within the City of South Lebanon.

Section 2. The duration of the moratorium shall commence with the passage of this resolution and shall end, unless shortened or extended by City Council ~~180~~ **365** days after the passage of this resolution.

Section 3. The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

Section 4. All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

Section 5. This resolution shall be effective upon passage.

Resolution No. 2024-24
Page 3

Adopted this ____ day of _____, 2024.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	____ Yeas ____ Nays
Effective Date:	_____

Prepared by and approved as to form:

Andrew P. Meier
Law Director
South Lebanon, Ohio

By: _____
Date: _____