Linda S. Burke Mayor

Sharon Carmack Councilmember

Councilmember

Linda Allen

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

- d. Law Director
- b. Director of Finance
- e. Sergeant
- c. Administrator
- 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	<u>, </u>	
	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	
Municinality	
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

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

FUND CLASSIFICATION: GENERAL

			Current Year	Budget Year
	2022	2023	Estimated for	Estimated for
DESCRIPTION	Actual	Actual	2024	2025
		7100001		_0_0
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		\$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	
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	
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
Fun and itures				
Expenditures				
Security of Persons & Property	¢644.007.03	6724 450 27	¢4 040 402 04	¢4 050 000 00
Police Enforcement	\$641,807.82	\$724,150.37	\$1,019,482.91	
Street Lighting	\$45,682.98	\$67,291.93	\$55,000.00	\$60,000.00
Health & Human Services	\$5,694.92	\$7,485.33 \$26,925.29	\$13,000.00 \$70,000.00	
Leisure - Parks & Recreation Community Planning and Zoning	\$17,516.18			\$70,000.00 \$60,000.00
Public Utilities - Admin. Staff Salaries	\$0.00 \$100,458.81	\$0.00 \$161,647.32	\$0.00 \$235,700.00	\$260,000.00
General Government	\$100,436.61	\$101,047.32	\$255,700.00	\$200,000.00
Council & Mayor - Salaries	\$46,275.00	\$46,550.00	\$62,000.00	\$62,000.00
Administration - Salaries	\$46,275.00		\$130,000.00	\$146,000.00
Employee Benefits	\$159,896.25	\$75,349.03 \$185,110.95	\$308,100.00	\$399,392.00
Council & Mayor - Other Expenses	\$7,268.00	\$183,110.93	\$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	
Mayor's Court - Other Expenses	\$5,466.65	\$5,856.86	\$8,800.00	
Finance - Salaries	\$104,425.82	\$109,989.51	\$125,000.00	
	\$36,431.73	\$26,301.30	\$36,070.00	
Finance - Other Expenses	\$23,199.96			
Solicitor - Salary Income Tax - Salaries		\$26,683.33	\$27,000.00 \$100,000.00	
	\$81,103.17 \$13,425.91	\$93,459.23 \$15,369.72		\$120,000.00
Income Tax - Other Expenses			\$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	
Property Tax Collection Fees	\$7,634.97	\$5,840.11	\$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	
Total Expenditures	\$1,909,634.31	\$2,521,962.94	\$4,218,707.91	\$4,575,539.00

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

FUND CLASSIFICATION: SPECIAL REVENUE

	Estimated	Budget Year	Total Available	Budget Year Expendit	ures and Encu	mbrances	Estimated
FUND	Unencumbered	Estimated	For	Personal Services	Other	Total	Unencumbered
FOND	Fund Balance	Receipt	Expenditures				Fund Balance
	1/1/2025						12/31/2025
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

FUND CLASSIFICATION: CAPITAL PROJECTS

	Estimated	Budget Year	Total Available	Budget Year Expen	ditures and Enc	umbrances	Estimated
FLIND	Unencumbered	Estimated	For	Personal Services	Other	Total	Unencumbered
FUND	Fund Balance	Receipt	Expenditures				Fund Balance
	1/1/2025						12/31/2025
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

FUND CLASSIFICATION: ENTERPRISE

	Estimated	Budget Year	Total Available	Budget Year Expen	Budget Year Expenditures and Encumbrances		Estimated
FLIND	Unencumbered	Estimated	For	Personal Services	Other	Total	Unencumbered
FUND	Fund Balance	Receipt	Expenditures				Fund Balance
	1/1/2025						12/31/2025
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

FUND CLASSIFICATION: CUSTODIAL

	Estimated	Budget Year	Total Available	Budget Year Expen	ditures and End	cumbrances	Estimated
FUND	Unencumbered	Estimated	For	Personal Services	Other	Total	Unencumbered
FUND	Fund Balance	Receipt	Expenditures				Fund Balance
	1/1/2025						12/31/2025
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

TOTAL OF ALL FUNDS

	Estimated		Estimated Receipts				Budget Year Expenditures and Encumbrances			Estimated
FUND	Unencumbered	Property	County	Other	Total	For	Personal	Other	Total	Unencumbered
FUND	Fund Balance	Tax	Local Govt			Expenditures	Services			Fund Balance
	1/1/2025		Funds							12/31/2025
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 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:

- <u>Section 1</u>. 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.
- <u>Section 2.</u> That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
- <u>Section 3</u>. 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

<u>Section 4</u>. 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 Fi	nance/Clerk
Rules Suspended:	(if applicable)
First Reading:	
Second Reading:	
Vote: Yeas Nays	
Effective Date:	
Prepared by and approved as to for	m:
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	Choice One Engineering Corporation
Authorized Signature	Troy A. Niese, P.E., Project Manager
Date	<u>6/27/24</u> Date
Approved as to form: ANDREW P. MEIER LAW DIRECTOR CITY OF SOUTH LEBANON, OHIO	
By:	

W. Central Ohio/E. Indiana 440 E. Hoewisher Rd.

440 E. Hoewisher Rd. Sidney, OH 45365 937.497.0200 Phone

Date:

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
Construction Administration Services			Hourly	upon request

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.



1 inch = 94 feet Hobart St Vacant Lots Cadastral Lines - Corporate Line Parcel Line Hardware ROW Unknown Width Line - - Subdivision Lot Line The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. - Farm Lot Line Township and Range Line This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be Auditors Tract Line — Overpass Line School Line = "Tract Line liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. Civil Township Line Subdivision Limit Line Section Line - VMS Line The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, - Vacated Road Line 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.
- <u>Section 2.</u> That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
- <u>Section 3.</u> 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.
- <u>Section 4</u>. 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 Finan	nce/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 <u>June 20,2024</u>, _____ by and between Regina Chambers, Trustee (hereinafter referred to as "Seller"), whose address is <u>127 King Ave. so Lebanon OH 45065</u>, 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:
 - <u>Section 1</u>. 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.
 - <u>Section 2.</u> That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Resolution No. 2024-28 Page 2

<u>Section 3</u>. 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.

<u>Section 4</u>. 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 I	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

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 \$2,400per 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 an 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. <u>Mechanics Liens</u>. 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. <u>Maintenance of Traffic.</u> 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. <u>Agreement Amendments</u>. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties.
- 12. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Controlling Law; Venue</u>. 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. <u>Binding Effect</u>. 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. <u>Entire Agreement</u>. 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 Vimmelman whose title is Authorited Manager, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELO	PE	R
---------------	----	---

SIGNATURE:

NAME: Steve Limmelman

TITLE: Authorized Manager

DATE: June 27, 2024

STATE OF Ohio, COUNTY OF Cuy anogo, ss.

[seal]

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

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

CITY:

caused this Agreement to be executed b	Council of the City of South Lebanon, Ohio, has by its Mayor, and its Director of Finance, on the on Number 2024, dated
SIGNATURE:	SIGNATURE:
NAME: Linda S. Burke	NAME: <u>Petrina D. Williams</u>
TITLE: Mayor	TITLE: Director of Finance
DATE:	DATE:
STATE OF OHIO, COUNTY OF WARI	REN, ss.
me, the subscriber, a Notary Public, is appeared the persons known or proven D. Williams, Director of Finance, of the O	day of, 2024, before in and for said County and State, personally to me to be Linda S. Burke, Mayor, and Petrina City of South Lebanon, Ohio, and acknowledged ment is their free and voluntary act and deed, in orizing them to so act.
	NOTARY PUBLIC:
[seal]	MY COMMISSION EXPIRES:
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
MAPPEROVED
ANTEROPORT
ANTEROPORT
ANTEROPORT
ANTEROPORT
ANTEROPORT

THE VILLAGE OF SOUTH LEBANON **WARREN COUNTY, OHIO**

MASON-MORROW-MILLGROVE ROAD

PUBLIC WATERMAIN EXTENSION

D E S I G N

AGENCY REVIEW

THE VILLAGE OF SOUTH LEBANON PUBLIC WATER MAIN EXTENSION MASON-MORROW-MILLGROVE ROAD

МАЯВЕИ СОПИТУ, ОНЮ

WATER SYSTEM NOTES & DETAILS

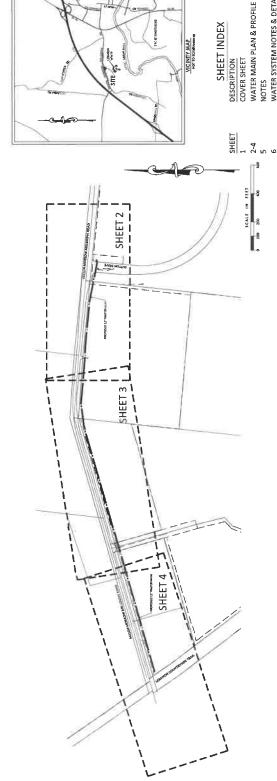












- REFER TO WARREN COUNTY STANDARD DETAILS DEPARTMENT OF WATER AND SEWER STANDARD NUMBERS WG-1A AND WG-1B FOR THE WATER NOTES.
- ALL WATER MAINS SHALL BE CONSTRUCTED UNDER THE INSPECTION OF THE VILLAGE OF SOUTH LEBANON.
- ALL TRENCHES UNDER THE PAVEMENT, CURB AND GUTTERS SHALL BE BEACKHLEG WHITE HERR GOMPACTED BATKIVE MATERIAL, COMPACTED GRANULAR MATERIAL, COMPACTED GRANULAR MATERIAL, CONTROLLED DENSITY ELL. IF SETTLEMENT OCCURS, THE TRENCH SHALL BE EXCANATED BACK TO THE CONDUITS BEEDING AND CONTROLLED DENSITY FILL USED TO BACKFILL THE TRENCH HE CONTROLLED DENSITY FILL SHALL BE EXPUED FROM BACK OF CURB TO THE CONTROLLE BACK OF CURB.
- LOCATION OF UTILITY SERVICES ARE APPROXIMATE AND SHALL BE VERFIED 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 OCCUUSS REAR STORM SEWEN WHEN CONSTROLD MEASURES SUCH AS INLET FILTERS SHALL BE USED TO PREVENT SILT FROM INTERING HE STORM SEWEES.

PROJECT DESCRIPTION:
THIS PROJECT INCLUDES THE BESIGN OF A PUBLIC WATER MAINS LOCATED PRINARLY ALONG MASON MORROW MULICROVE ROAD. THE DESIGN INCLUDES APPOXIMATELY 3,000 LINEAR FEET OF PUBLIC WATER MAIN.

2013 SPECIFICATIONS: TRESTANDENDE DEPARTMENT OF TREASPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS USED IN THE PROPOSAL SHALL GOVERN THIS PROJECT.

NOTE:

NOTE:

NOTE:

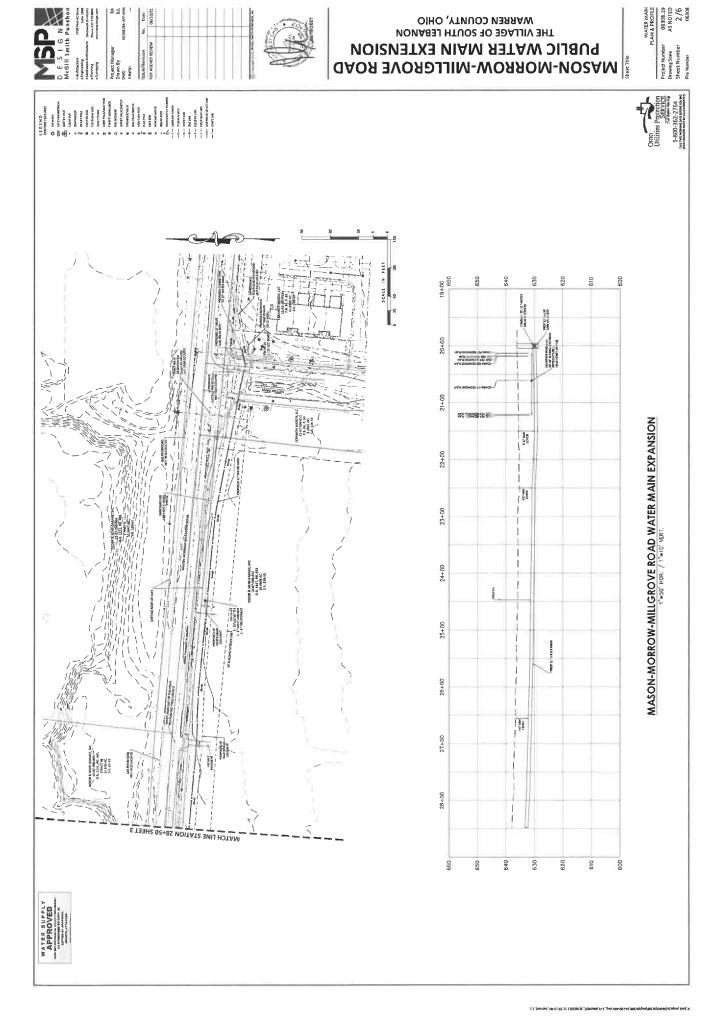
URBORANTION UTILITIES ARE PLOTTED FROM A COMBINATION OF RECORD
INFORMATION AND SURFACE INDICATIONS OF UNDERGREDUND STRUCTURES. ALL
UTILITIES MAY NOT BE SHOWN. EXACT LOCATIONS CANNOT BE VEHIFIED. PLEASE
NOTITY THE OHIO UTILITY MOTIECTION SERVICE AT 1-800-362-2764 BEFORE ANY
EXCAVATION OR COMSTRUCTION ACTIVITY.



COVER SHEET

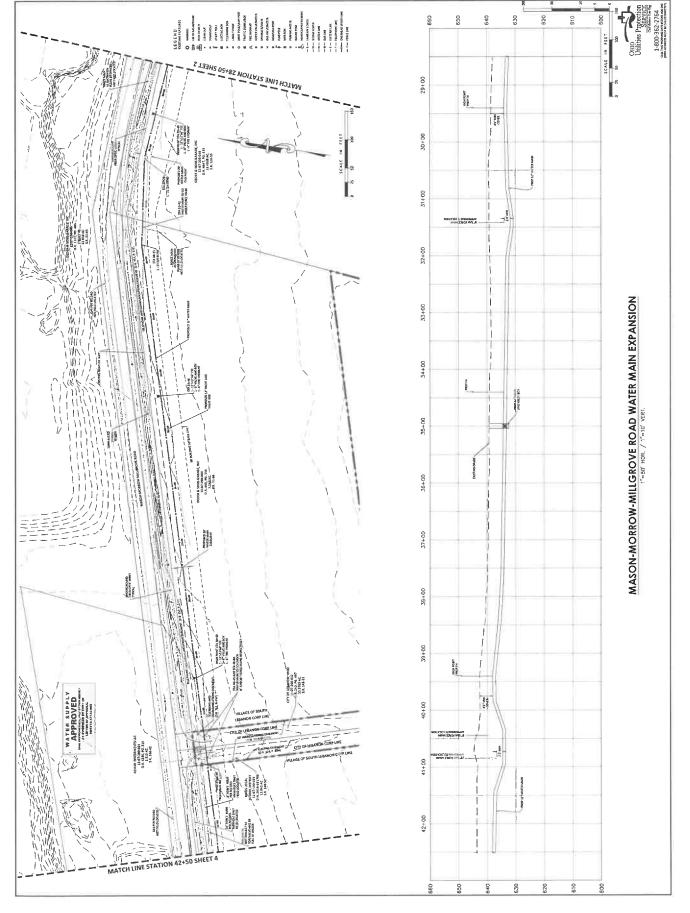


Project Number Drawing Scale Sheet Number File Number

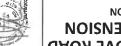


MASON-MORROW-MILLGROVE ROAD PUBLIC WATER MAIN EXTENSION

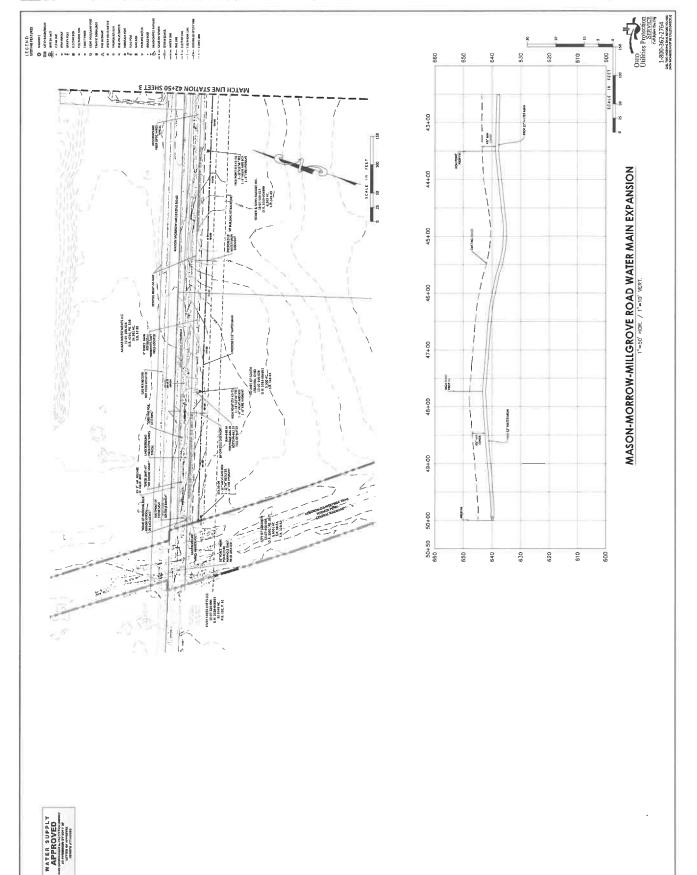




PUBLIC WATER MAIN EXTENSION MASON-MORROW-MILLGROVE ROAD







WHEREVER THE WORD "STATE" DCCURS, IT IS TO MEAN THE OHIO DEPARTMENT OF TRANSPORTATION (1900T).

PRE-CONSTRUCTION MEETING
FOLDSWITTELT RAND MEETING.
FOLDSWITTELT RAND MEETING. THE CONTRACTOR AND
HES SUFRENITE MEETING. THE UNITED THE SUFRENIT SHALL MEET WHITH THE OWNER FOR A PRE-CONSTRUCTION MEETING. THE JURISONS
IS TO REMOVE ANY PEST STRUCKS AND RESURVINGS COVERNOT THE WORK. ANY SCHEDULES, REQUESTS,
DOCUMENTS SHALL SEE DONE AT THIS TIME UNITES, STORMESS, SET AS CALLED FOR IN THE CONTRACT
DOCUMENTS SHALL SE DONE AT THIS TIME UNITES, STORMESS OFFERWINES CHERKNISE DRECTED.

PERMITS, FEES AND NOTICES THE CONTRACTOR STALL OBTAIN AT HIS EXPENSE ANY AND ALL PERMITS AND INSPECTIONS REQUIRED FOR THE CONSTRUCTION OF THE WATER MAIN BY LOCAL LAWS, ORDINANCES, RULES AND REQUIRED FOR

MATERIAL AND WORKMANSHIP
URISS OFFIENDES PERIODS ZIL MATERIALS SHALL BE NEW AND BOTH WORKMANSHIP AND MATERIALS
URISS OFFIENDES PERIODS ZIL MATERIALS SHALL BE UNDOS CONTENENTED. THE
COMMANDES PERIODS ZIL MATERIALS FOR THE PERIODS ZIL MATERIALS
COMMANDES ZIL ZIL MATERIALS FOR REQUESTION SHALL SHALL SHAPE WORK AND SHAPE WORK AND SHALL SHAPE WORK AND SHAPE WORK AND SHALL SHAPE WORK AND SH

DESTINE GEACHTIES.

THE RESPONSIBILITY OF THE CONFINATION TO PERFORM HIS WORK IN SUCH A MANABER AS NOT TO DAMAGE DOTS OFFICEN BESTINGS THE PROPERTY OF TO THE CONFINATION OF THE SAFETY OF THE DAMAGE DOTS OFFICEN FOR THE SPENSE AND TO THE SAFETYCK OF THE FACILITY DAMAGE. EXAMANTION OF THE STR.
THE CONTROL SHALL CARECTULY EXAMINE THE STR. OF THE PROPOSED WORK. THE PLANS AND
THE CONTROLS. HIS EXBANISTON OF A BUS SHALL BE CONDIDERED BUDGHET THAT THE CONTROL THE
MADE SLOWER EXAMINATION AND SCAFFEIRS AT 5TH CENOMENES TO BE RECOUNTERED IN
BEFORMING THE WORK IN ACCORDING KEW WITH THE PAURA AND SEFERIFICATIONS.

PROTECTING ENGINE UNDERGROUND UTILITIES AND ARRIVES, OR OTHERWISE ON THE WINNER THE STATE STATEMENT STATEM

SHOULD AN UNLOCATED OR AN EXTREME VARIANCE IN LOCATION OF A UTILITY BE ENCOUNTERED DURING EXCAVATION, CONSULT THE DWNER IMMEDIATELY FOR DIRECTION.

DO NOT INTERRUPT EXSTING UTILITIES SERVING FACULITIES OCCUPED AND USED BY OTHERS, EXCEPT WHICH SERVING AND THE OWNER HER TERROP WHICH ENPRODENCE UTILITY SERVICES AND THE OWNER HER EXPRISE AND THE OWNER HER OWNER HER OWNER OFF OWNER ONE OFF OWNER OWNER OFF OWNER ONE OFF OWNER OWNER OFF OWNER ONE OFF OWNER OWNER OWNER OWNER ONE OFF OWNER OWNER OWNER OWNER OWNER OWNER OWNER OFF OWNER OWNE

UTUTIES WATEGATION ON SHOW TO COMMERCING CONSTRUCTION OPERATIONS IN AN AREA WHICH MAN INVOINCE UNDERGOUND UTUTY ACCUTIES. THE CONTRACTOR SHALL NOTIFY THE RESIDENCE UTUTY MAN INVOINCE UNDERGOUND UTUTY ACCUTIES. THE CONTRACTOR SHALL NOTIFY THE UNDERGOUND UTUTY FACILITY SHOWN ON THE PLAN.

THE OWNER OF THE UNDERGROUND FACILITY SHALL, WITHHALE A CHOIS EXECUTIONS THE UNDERGROUND UTILITY SHALD SHALL SHALL

ALL DESTINGS EVERS TO REALAND AND INSECTED INTILLUE VET LABOUS AND ENTEROPE DATE ISSUAL BE MAINTAINED AND LETT IN A CONDITION REALD ASSOCIATION AND ACCOUNT OF THE OPERATION SAVIL BE CONSECTED. ANY CANAGE IN THE CONTRIDUCE REQUIRE FROM THE CONTRIANCE OF THE OPPORTUNITIES AND THE SAVIL BE CONDITION SAVIL BE CONTRIBUTIONS SAVIL BE CONDITIONED AS THE DAWNER.

ALL NEW CONDUITS, INLETS, CATCH BASTINS, AND MANHOLES CONSTRUCTED AS A PART OF THE PROJECT ACLLE IF REC OF ALL EFRE OF ALL FOR ECH WILL BE ACCEPTED BY THE OWNER.
ACCEPTED BY THE GOWER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 603 CONDUIT ITEMS.

WASTATE COUDINGS.

WESS FORMSTONED IS GREEN BY THE COME DIRING STORMY, PRESENC, OR INCLUDING WHITHER THE STORMS OF THE COME. WHENEVER WORK PROCEEDS DURING
SUCH WASTERNEY, THE COWNEY COST SALL PROVINGE PROPULTES, INCLUDING HEAT (IF REQUIRED), FOR THE PROTECTION OF ALL MATERIAS, AND SHISHED WORK.

TIEM 614 - MAINTAINING TRAFFIC A MINIMUM OF ONE LANE DE TRAFFIC SHALL BE MAINTAINED DURING CONSTRUCTION ACTIVITY.

SIGNARIA CONSTITUTION CONTROL OF STEEKENING STEEKENING STORNING TO PRESE STEEKENING STEE

AASMENTS, TREES, SHRUBS, FENCES, POLICE, OR OTHER ROPOERTY AND SUBFLICE STRUCTURES, WHICH HAVE SEED SANDED, BENCHED CONTROLLED SHEET CELEBERATELY ON THROUGH FALLURE TO CLARK OUT THE REQUIREMENTS OF THE CONTRACT DO CLARK TO CLARK OUT THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, STATE LAWS, MINIOR CHALL CONTRACT DOCUMENTS, STATE LAWS, MINIOR CHALL CONTRACT OF CHALL CONTRACT OF THE C

ALL TEMPOBARY SIGNS, SPRINKLER SYSTEMS, LANDSCAPING, CREAMMENTAL FENCING, ETC., LOCATED WITHIN THE PROJECT LANTS MUST BE REPLACED LIPON COMPLETION OF THE CONSTRUCTION.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH CONSTRUCTION AND MATERIAL SET FINE CONTROL AND STATE OF THE CONTROL SHALL SET THE GOLD AMANUAL OF UNITSON IN TRAFFIC THE CONTROL REDUCES. PARMENT FOR ALL LAGOR ELQUIMENT AND MATERIALS SHALL BE NELLOSON THE LUNGUES. PARMENT FOR THE MASS ELQUIMENT AND MATERIALS SHALL BE NELLOSON THE LUNGUES WAS UNCONTRACT PRICE FOR THEM SIS, AMANTANINNG THAT THAT CONTROL THEM SIS, AMANTANINNG

THE CONTRICTOR SHALL FLURNISH AND APPLY WATER AND CALCIUM CHORIDE FOR DUST CONTRICT. AS DIRECTED BY THE COUNTRICT BY THE COUNTRICT HAVE BEEN INCLUDED FOR USE AS DIRECTED BY THE COUNTRICT COUNTRICT BY THE COUNTRICT COUNTRICT BY THE COUNTRICT COUNTRICT COUNTRICT BY THE COUNTRICT COUNTRICT BY THE COUNTRICT COUNTRICT BY THE BY THE COUNTRICT BY THE COUNTRICT BY THE

ESTIMATED COLMATINES OF ORGANIZATION WHICH THIS PROPOSAL IS BASED ARE APPROMANTE ONLY THE'S SHALL THE STANKED COLMATINES CONTRACT, AND AT THE STANKED COLMATINES CONTRACT, AND AT THE STANKED OF OFFICE MAN AT THE OFFICE OFFICE AND AT THE OFFICE CONNECTIONS TO ENSTRING PIPE.
WHERE THE PAGES PROWING THE PROPOSED CONDUIT TO BE CONNECTED TO OR TO CROSS
WHERE THE PROST PROWING STRUE, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTION TO LOCATE THE
ENSTRING PIPE BOTH AS TO LIME AND GRADE BEFORE HE STARTS TO CONSTRUCT THE PROPOSED CONDUIT.

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT OR EXISTING APPURTENANCE TO BE CONNECTION DETERMINED THE PLAN CONDUIT SLOPE.

CONNECTION DETERMS FROM THE PLAN ELEVATION, OR RESULTS A CHANGEN THE PLAN CONDUIT SLOPE. THE POWER SHALL BE NOTHED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE BY THE PERSING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERSOUND UTLITY FOR CONSTRUCTED SASOWN ON THE PLAY, THE OWNER SHALL BE NOTHED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE PREFICTED BY THE INTERSERING WITH AR BESTING RACULT.

SERIONG AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EROCKED SOL BETWEEN THE BIGHT OF-WAY SERION SALLOND WITHOUT HE CHANT HOUTON HAMTS AND WITHOUT HE CHANT HOUTON HAMTS AND WITHOUT HE CHANT HOUTON HAM AREAS OUTSIDE THE BIGHT CHANN I VIES COVERED BY WORK AGREENING TO SLOPE EASEWHITT CALCULATIONS FOR SEEDING AND MULCHING AND MASTED WHITE SHALLS. ANAMER WAS TRADUCED.

REMOVALE TRADUCED TO THE ADAMS OF PAVIABRY PROP TO PARCHEST TO BE MADE USING A DAMSON COST OF THE ADAMSON COST OF THE ADAMSO

WATER
VILLAGE OF SOUTH LEBANON
99 N. HIGHSTREET
SOUTH LEBANON, OH 45065
[513] 494-2296

TELEPHONE
CINCINNATI BELL
CON EAST FOURTH STREET
ROOM 103
CINCINNATI, OH 45202
(513) 566-7043

WARREN COUNTY
WATER AND SEWER DEPARTMENT
406 JUSTICE DRIVE
LEBANON, OHIO 45036
[513] 695-1377

TREPODARY SOLI RESIGNA MAS SIGNIBATED COUNTS. THE TREAT CONTROL ITEMS WITHIN THE CONSTRUCTION WITHIN THE CONSTRUCTION WITHIN SHALL BE ELED ADJUSTED FOR PERCHANGATION MAN TESS. HUMBEN MAY BE ELED ADJUSTED FOR PERCHANGATION HAND FAND WATERS. THE DURANTON OF THIS STORM WATER FOLLUTION REPRESENTION FAND SHALL CONTINUE THEOLOGO. THE PROJECT ON UNITI. SUCH TIME THAT THE UPSIGNED MESS ARE STRAINED.

INSTALLATION OF SEDIMENT BASINS/DAMS, PERIMETER PLIZER FABRIC FEINZE, AND DITCH CHECKS SHALL BER PERGORNED BY HE CONTRACTOR, ALL RESCONABLE ATTEMPTS SHOULD BE NAME TO MINIMALE. HE TOTAL AREA OF DISTURBED LAND: ares to remain dommant for more than 14 days should be immediately stabilized with temporany seconds and mulching. Broson comprol matting on other appropriate endson control massires.

ANY SILT FENCING, STRAW BALES, ETC. FOR EROSION CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AFTER THE OWNER DEEMS SUFFICIENT GROWTH PREVENTS EROSION.

ARLECTATION OF DITLIFES TO BE IN CONTINCE WHICH ARE SHOWN OR LOCATED DURING THE COURSE OF CONSTRUCTION THAT ARE FOUND TO BE IN CONTINCE WITH THE SEASON OF THE CONTINCE OF ADJUSTED BY THE CONTRACTOR AS DIRECTED BY THE RESPECTIVE UTILITY COMPANY.

МАВВЕИ СОПИТУ, ОНЮ THE VILLAGE OF SOUTH LEBANON

PUBLIC WATER MAIN EXTENSION

MASON-MORROW-MILLGROVE ROAD

UNDERGROATIONS OF THE UNDERGROUND UTLITIES SHOWN ON THE PLAN ARE AS OBTAINED FROM THE OWNERS OF THE UNITIES AS REQUIRED BY SECTION 133.64 OF THE OHIO REVISED CODE.

OHIO
Utilities Protection
SERVICE
CALAGOT TO BE
1-800-362-2764
CALTANOMER SERVICE
CALAGOT TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALAGOT
TO BE
CALA

06308.19 AS NOTED 5 /6 06308

Project Number Drawing Scale Sheet Number File Number



a Architecture 1700 but 42 Drive Effekverfrig Selex 1805 selex 180

Issue/Revision A FOR AGENCY REVEW



D E S I G N





ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

EXISTING STREETS, DRIVEWAYS,

RESTORATION THE CONTRACTOR SHALL PROVIDE FOR PROTECTION OF THE FOLLOWING:

THE CONTRACTOR SHALL PROVING, ERECT AND MAINTAIN SIGNS, SIGN SUPPORTS, AND BARBICLOES AS DETAILED IN THE OND MAINTAIN DE VUNDROM TRABEIC CONTROL DEVICES, ALL DADWARET TRAFFIC STRAKE, MICLURING CONSTRUCTION WORK TONE, APPROACH AND BARRINGLESS REQUIRED TOR THE PROJECT SALLA BE HANISHED, RECITED, MAINTAINED AND SUBSTQUENTLY BENOVED BY THE CONTRACTOR.

COOPEDIALOWINT-UITTO COMPANIES NANC PRESCRIPTORY CONVENIES NAN' BE WORKING IN WHILE THE WORK OF THIS CONTRIBATOR SERVICE BAND CREATED AND ANALYSTIC BAND CREATED AND ANALYSTIC BAND CREATED AND ANALYSTIC BAND CONVENIES OF THE THE WORK IS CONVENIES TO MANY THE OWNERS THAT CONVENIES ON SETS IN A MANY THE OWNERS SHALL IS SCIENCE AND OWNERS SHALL IS SCIENCE AND CONVENIES AND OWNERS SHALL IS SCIENCE AND CONVENIES AND CONVENIE

ULIUTO COORDINATION:
THE FOLLOWING EA LISTS OF THE KNOWN EXISTING UTILITIES IN THE PROJECT AREA ALONG WITH THE
RESPONSE OWNERS. THE LISTS INCLUDED FOR INFORMATIONAL PURPOSES OUR! . THE CONTINACIONS IS
RESPONSELE THE CONFINENCIAL ULITH OWNERS IN THE PROJECT AREA PRIOR TO START OF
CONTINUCTION WHERE LISTS ON THIS PAGE OR MOLY.

S COMPANY MEGAL SASTIN PUNSHON, by

ELECTRICY
DUKE ENERGY
AZ45 EAST KEMPER ROAD
CINCONANI, OH 45249
(513) 287-1101
MR. JOHN PROFFITT

GAS DUIKE ENERGY 7745 EAST KEMPER ROAD CINCINATI, OH 45249 (513) 287-110.1 MR. JOHN PROFFITT

SANITARY SEWER
VILAGE OF SOUTH LEBANON
99 N. HIGHS TREET
SOUTH LEBANON, OH 45065
(513) 494-2296

CABLE SPECTRUM 10920 KENWOOD ROAD CINCINNATI, OH 45242 (513) 386-5499

ITEM 204 - SUBGRADE REPAIR FINISTIATE ESCUL SAFECOUNTEED IN THE ROCHISCE BOAD BED AREA THEY SHALL BE REMOVED B PERDLECE WITH STITMBLE MATTERAL ITHE LOCATIONS AND DIMENSIONS WILL BE DETERMINED BY THE GEOTECHNICLE ENGINEER UNDER CONTRACT WITH THE DOWNER.

THE CONTINGENCY QUANTITIES HAVE BEEN INCLUDED TO BE USED AS DIRECTED BY THE OWNER.

GREATER CINCINNATI WATER WORKS 4747 SPRING GROVE AVE CINCINNATI, OH 45232 [513] S91-7700

STORM SEWER
VILLAGE OF SOUTH LEBANON
SP N. HIGH STREET
SOUTH LEBANON, OH 45GE5
[513] 494-2296

THE CONTRACTOR SHALL PERFORM THE NECESSARY PRECLUTIONS TO AVOID EXCESSOR SOIL EROSION AND THE RONOFE OF SERDIARY INTEGRAL AND CHARGAMON THE PROBLEM THE SHALL INCLUDE, BUT IS NOT LIMITED TO, ERECITON OF SILT FROKE 15th ALONO THE PREMISERS. THIS CHARGE THIS AND THE PROSPRED THE CONTRACTORY MAINTS AND PLACEMENT OF STRAW BALE BARRIESS (SBI) AND/OR ETER ALONG THE REASHERS (FBI) AS OFFICE CHARGAMON TO SHALL BE PLACED AT A MAXIMUM SPACING OF 50 FEET ALONG ALL PROPOSED DITCHES.

RADING DO BARANGE GENERAL STARTED ON THE REGISECT AND AGAIN BEPOBE FINAL ACCEPTANCE BY THE OWNER BEFORE ANY WORK OF STARTED ON THE WOLKET AND AGAIN BEPOBE FINAL ACCEPTANCE BY THE OWNER AND THE CONTRACTOR, AND AGAIN THE STARL AND AND THE WORK. THE CONDITION OF THE WHICH ARE TO BEAUM IN SERVICE AND WHICH AND THE AFFECTED BY THE WORK. THE CONDITION OF THE EXCENSE OF THE MASSECTION SAULE BE REPT IN WAITING BY THE OWNER.

THE UNDERGROUND UTILITES SHOWN DN THE PLAN HAVE BEEN LOCATED BY DILGERY FELD CHECKS AND SEARCHES OF NAMARRIE RECORDS. IT IS BELIEVED THAT THEY ARE ESSIMILALY CORRECT. THE VILLAGE OF SOUTH LEBARDIN, WARREN COUNTY, ONIO AND MCGILL SMITH PUISHON, INC. DOES NOT GUARRATTEE THER ACCURACY OR COMMELTENESS.



THE DAY OF THE PART OF THE PAR





























The state of the s

MOD JATA ONY JATAN AMENDA SONO MONEY

SET TO BUILT LINE ON HYBICAL

ST STANT

USF DAY.
CLIMANT MATCHER.
(IP PRECAST BY DOC.
AT END TO PR. ANGLED (179)

USE UAP, CEMENT MASSARY OR PRECAST RECES. AT BACK OF DRIO (TM)

VINC CAN, CEMENT MASSING ON PREFAST RECOVE AT BACK OF RECOVER

A STATE OF THE STA

ALL FRE INDIRANTS AND INCREMENTATION AND INCREMENTATION OF THE TOTAL AND INCREMENTATION OF THE

3 666666

CONTROL OF THE STATE OF THE STA

WG-1B WG-1 CONTROL CONTROL & STATE A STATE WAS STATED TO STATE OF STATE OF

MG-1A WG-1A

WATER 2016

Michigan and productions and and appropriate the second se

ALL BY DEAVY PROSSING LABOR STORM DRIVING SHALL BE BACK-FOLED WITH CHARLER BATERIAL, O.O.O.T. VEV. JIG.CO. BETWEEN MANNS AND OPANS.

CONTRACTOR THAT AND ASSISTED TO ANY OR SAMILARY AND MARKS CARRIAGES OF THE COMPANY.

AMERICA SOCIAL TELEVISION CONTROL OF AMERICA CONTRO

SIMO PPET RIVER AND PPUT CATRONET SECURIOR RETORICATION PAGE AT 1200 PL.
BINGER SETTER MANS SHALL BE PRESENT SEED FOR 3 REMARK AT 1200 PL.
BINGER SETTER MANS SHALL BE PRESENT SEED FOR 3 REMARK AT 1200 PL.
BINGER SETTER MANS SHALL BE PRESENTED BY SETTER S

DAY LOCATION OF MODER SPRINGS LATERALS MAKE BY STAUMED AN THE THING OF THE CASE IS PLACED TO PRINCIPARE IT MISCLATE THE LOCATION OF THE MISCLATE THE LOCATION

THE LOCATON OF ALL INITER SERVICE LATERALS. BRANK. TOTAL ETC. MAST. SERVICES AND SERVICES AND SERVICES AND SERVICES AND SERVICES AND SERVICES WEST CARRIED BUT A STATE IS AND SERVICES AND SELVICES WEST AND SERVICES.

A MANAGO OF TOMES FIRET (3) IS REDUNED BETWEEN CUSTOMATION STOPT NO TAP WALL BE MADE WITHIN THIS (31) OF A BELL

HOUSENEY STALL BE INSTILLED TRIBOLFIEF FORE (S) OF 4 MMC.

HO GATE VALVE, METER PIT, MICH OF THE CHRONAMEN SITE STALL, BE LUCALLE UNDER OF A DON THESE FEET (17) OF SOMEWING, ROADMANN OF

MREP AND SEMEN LINES SHALL HAVE A AMMULA OF RELEGIO (10). HISTOWIAL SEVERATION AND/ OF THE FEET (2") WITHERLY, SEPARATION

A CONTROLT EAG NOT BE PROMED AT THAI CHARL AROUN ALL
PROME WITH HOULEN DE SANS MOTT BE GOVERN MOMES. HEY, SOUTHE
ATTHICK AND WE MOTTS (P) THAIL MEET CONTROL (BENES AT ALL ADDRESS OF THE MOMES.) ALL MATER VALNES MYST CHAMMETT" — ALL WALNE BON (1915 MICE BE CARLANGUATE "MESO" IN 1-12" LETTERS AND SE MATEUM AT-LUNCAPE FORM, — ALL MADE TATEMESTING TO LIANE SET SCHEINS

21. DEDUCT NUMBER SHALL HOT BE ALLOWED.
22. AG PRINCE TON COMMECTION SEAL DE ALLOWED BY THE ALLOWED.
23. SALLY TIEGN TON COMMECTION SEAL SEC. THIS TO BE ARTHUR ALLOWED.
24. ALLOWED. THIS SEAL SELL WITH SELL WITH THE ALLOWED. AND ALL MATHEMASS 1797 SHALL BE DEMASSING WATE AN ONE UNITED THATS OF

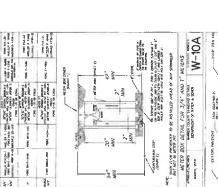
WOME LINES IT AAM LARROW WILL DE LINEST THEY K COOKER, POLY TOO DEL COOKER PENENT TO MINE IT IN COMPANY (CONTROL TO ALLIN MINE MISS DE TANDE DEMENTE MINE IT AND MINE IT WOUND THE MISS PIT MINE THE STRUCTURE MINE REVIEW (I. ST. LEAD IS PROVINCED INCIDED FOR THE

ALL MATER STRIKT LATERALS SHALL WHE A MERGAN CTHER OF 45° ALL MATER HANG SEALL BE DICKER ON'S CANTINESS BY THE MAN, SPIC. C-151 CARTS SEA FOR LATERAL WHEN THE WAS THE SEAL SHALL BE DICKER ON'S CANTINESS BY THE MAN, SPIC.

I 11/2" AND 3" KENNE LAKES FROM THE COMP STOP TO THE WEIGH PIT LAKE THE THICK CONCERNS OF THE STOP THE WEIGHT.

PAR HIDRANS WINT IS INDICATE AT THE EXTRANCE TO ALL SUBDINSIAS AND

IN AN ADMINISTRATION DESCRIPED ASSEMBLY SHALL BE DESTRUCTO ON ALL WE STRACT STRACKS OF THE PROSPECT OF ORDER SHALL STATEVAR INCLINE LINES O FAMEL OF 1555, LOCATO BANCOART Y UNY LANGELE BROADER, VOLO TORICH AUGUS AS SEL ING.
LANGELE BROADER, STATEVE WOOD PRESSOR PARK WE ANCOTO PRESSOR PARK WE WANTED PARK WE WE WANTED PARK WE W MONZE TO BRONZE SEAT MARLER A-42) SAPOR CENT REMEDY BIA DANING BRIT ELOW AFTALLION きまなない!



(DAMPLE)

6-M

W-8

HYDRANT SETTING WHOSE COURT STANDARD BLIES OCCUPANTION OF MATER & SOUR

MANAGE ON HELL

W-3

THRUST BLOCK DETAILS sweet court stands of sweet

W-2

RELIGIONAL STRANGE TO CONTRACT AND A STRANGE

PRINT WAS APPROXITIN HIST OF ACCURANCES
AT UNIVERSELY CALLEGATION PROPERTY SHALL
AND RECORD LINES TO RECLEAR AND SHALL
FOR LARRY FOR PET THE CENTURY OF A THE SHALL
CASE—ST-CASE THE CENTURY OF A THE CASE—ST-CASE THE CASE—THE C

ATE.

B. Amer. Let a 19 at 10 (Toward) in 1420 on 1500, first in Colombic Prediction

The American Control of March 25 of 1504 and 16

First in Control of March 25 of 1504 and 16

First in Control of March 25 of 1504 and 16

First in Control of March 25 of 1504 and 16

First in Control of March 250

First in

SECTIONAL VIEW

22.5" BEND

 σ

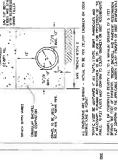
And the season of the part of a transplace by the presence of the season of the season

PARTIES OF JOHN CHARGE BOOK AND TO THE SECOND CHARGE CHARGES AND CONTROL OF SECOND C

GONG, PROCK AT BLOK & BOTH SUCS 30 HOLD MINDSHIT EXILO & VERTICAL

1. ALI MARSI MIST BE RESURT SEATO 2. ANNING DIALE IT FOR COMPUTER A MEMORY DIARMINING MIST TORION DIAME COMPUTER COMPUTER TO A MEMORY OF THE 3. RANNING SHALL MIST BE RESULD BY ANNING THE AND THE





WATER SYSTEM NOTES & DETAILS

Project Number Drawing Scale Sheet Number

OHO
Utilities Protection
SERVICE
GABBOR No. PA
1-800-362-2764
Lost non account service service

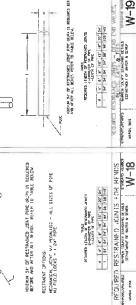
W-20

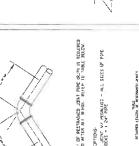
PARAMENT COT AND SELECT AND SERVED AND SERVE

AUSTO-STATISTICS OF STATISTICS AUSTO-STATISTICS AU

W-19















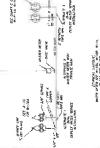




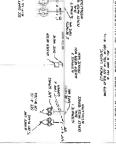




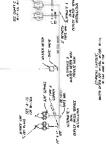


















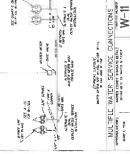




Exhibit B

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
	Interest Rate	Months		
Materials Interest Carry Cost:		7.8132%	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;

- 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:
- <u>Section 1</u>. 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.
- <u>Section 2</u>. 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.
- <u>Section 3.</u> The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.
- <u>Section 4.</u> 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	
Attest: Petrina D. Willia	ums, Director of F	inance/Clerk	Linda S. Burke, Mayor
Rules Suspended:		(if applicable)	
First Reading:			
Second Reading:			
Vote: Yeas Nays			
Effective Date:			
Prepared by and approve	ed as to form:		
Andrew P. Meier Law Director			
South Lebanon, Ohio			
By:			