

NO COUNCIL ACTION TAKEN AFTER FIRST READING

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-43

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A SIDEWALK REPLACEMENT AGREEMENT WITH DENNIS D. HOFF LLC FOR THE PROPERTY AT 150 N. MAIN STREET, AND DECLARING AN EMERGENCY

WHEREAS, on June 29, 2023, Dennis D. Hoff LLC (the "Owner") purchased the property known as 150 N. Main Street; and,

WHEREAS, upon inspection, 32 square feet of concrete sidewalk in front of this property along Main Street is in need of replacement; and,

WHEREAS, the City is planning to replace additional curb and sidewalk in the general vicinity of this property during this calendar year; and,

WHEREAS, the City desires to improve pedestrian access for City residents along Main Street; and,

WHEREAS, immediate action is required for the City staff to complete this work in the current 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, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Sidewalk Replacement Agreement, 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.

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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 passed 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 _____, 2023.

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

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – 10/19/2023 Second Reading – / /2023		Effective Date – / /2023
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

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

By: _____

Date: _____

SIDEWALK REPLACEMENT AGREEMENT

This Agreement is made and entered into between Dennis D. Hoff LLC, 120 N. Main Street, South Lebanon OH 45065, hereinafter referred to as “Owner”, and the City of South Lebanon, Ohio, hereinafter referred to as the “City”.

WHEREAS, it is the responsibility of property owners in the City of South Lebanon to maintain the sidewalks along their property, and the City is empowered in accordance with 729.01, et seq., Ohio Revised Code, to require the construction and repair of sidewalks by the owners of lots and land abutting thereon, and to assess the costs thereof thereon for failure to do so; and

WHEREAS, it is a goal of the City to improve pedestrian access for all residents of the City by replacing damaged sidewalks in the City; and

WHEREAS, the City is willing to provide the labor and equipment of the City to replace damaged sidewalks subject to the Owner furnishing the costs of the materials for the sidewalk replacement along the Owners property and granting access thereto by the City; and

WHEREAS, the Owner is willing to furnish the cost of materials for sidewalk replacement along Owner’s property at 150 N. Main Street, South Lebanon, Ohio 45065.

THEREFORE, be it agreed by and between the Owners and the City that:

1. The City of South Lebanon staff and Owners shall inspect the existing sidewalk along the Owners property. Based on this inspection, the City will estimate the amount of sidewalk that needs replaced along Owner’s property and shall invoice the Owners, based on said estimate, at a rate of \$4.00 per square foot for 4’ sidewalk and \$5.50 for 6” sidewalk along driveway approaches. These rates shall be the estimated cost of concrete and all other materials required for sidewalk replacement, including restoration, at the time of said estimate.
2. Upon completion of the agreed upon work, the City shall invoice the Owner for the final cost of the work based on the actual quantities of sidewalk per Section 1 of this Agreement. Said amount is due within thirty (30) days of invoice. In the event said invoice within the thirty (30) day period, the Director of Finance is authorized, independently or through the County Auditor’s Office, to place a lien or assessment for said amounts, together with the reasonable cost of the perfection of said lien, upon the property.
3. The Owner represents and warrants to the City that they are all of the lawful owners of property along the sidewalk and are lawfully seized of the same in fee simple and have good right and full power to enter into this Agreement, and that they will not transfer ownership without disclosing the obligations and responsibilities herein prior to completion of the sidewalk improvements provided for herein.

4. The Owner grants the City and its employees a temporary license to enter onto and to use the City's equipment upon Owner's property, as required, to complete the sidewalk replacement along Owner's property.

5. Upon completion of sidewalk replacement, the Owner assumes all responsibility for maintenance of the sidewalk and restored areas along Owner's property - no express or implied warranties of any nature for the workmanship of the City are provided herein, and the City is under no further obligation to maintain the sidewalk and restored areas along Owner's property.

6. Any reference herein to the City shall also include its agents, contractors, employees, officials and insurers. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any litigation arising out of this Agreement shall exclusively be the Warren County Court of Common Pleas, and do further knowingly waive any right to initiate or remove any such litigation to any other County, state or federal court.

OWNERS:

IN EXECUTION WHEREOF, Dennis D. Hoff LLC, the Owner has caused this Agreement to be executed on the date stated below.

Witness:

DENNIS D. HOFF LLC

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

TITLE: _____

DATE: _____

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Director of Finance Officer, pursuant to Resolution No. 2023-_____, dated _____.

SIGNATURE: _____
PRINTED NAME: James D. Smith
TITLE: Mayor
DATE: _____

SIGNATURE: _____
PRINTED NAME: Tina Williams
TITLE: Director of Finance
DATE: _____

APPROVED AS TO FORM:

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

By: _____
Andrew P. Meier
Date: _____



Date: 10/4/2023

<p>Cadastral Lines</p> <ul style="list-style-type: none"> Corporate Line County Line Farm Lot Line Audible Tract Line Civil Township Line <p>Line Type</p> <ul style="list-style-type: none"> Other Value Overpass Line Subdivision Limit Line <p>Parcel Line</p> <ul style="list-style-type: none"> Parcel Line ROW Unknown Width Line Road ROW School Line Section Line <p>Hardware</p> <ul style="list-style-type: none"> Subdivision Lot Line Township and Range Line Tract Line VMS Line Vacated Road Line 	<h3>150 N. Main Street</h3> <p>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.</p>	<p>1 inch = 47 feet</p>
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