

AGENDA

REGULAR MEETING OF CITY COUNCIL NOVEMBER 3, 2022 at 6:00 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
Linda Burke
Brenda Combs

Maryan Harrison
Bill Madison
Rolin Spicer

3. Pledge of Allegiance

4. Guests: Proclamation and recognition of Vina Chapman's 100th Birthday

5. Floor open to the public

6. New Business: Emergency Resolution 2022-46, authorizing an agreement with Julian & Grube, Inc. for the City's annual audit for fiscal years ending 2021 through 2025

Resolution 2022-47, First Reading, appointing Andrew P. Meier as City Solicitor for Calendar Years 2023 & 2024

A motion is needed to authorize the purchase of a 2023 Ford Explorer for the Sheriff's Department in the amount of \$46,222 through the State of Ohio Cooperative Purchasing Contract

Approval of Invoices

Approval of Meeting Minutes:
Regular Meeting – October 20, 2022

7. Old Business: Resolution 2022-43, Second Reading, approval of an agreement with the Warren County Soil & Water Conservation District for Calendar Year 2023

8. Communications and reports from City Officials and Committees:

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

9. Executive Session:

10. Adjournment:



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

MEMORANDUM

To: Mayor & City Council

From: Tina Williams, Fiscal Officer

CC: Jerry Haddix, City Administrator
Andrew Meier, Solicitor

Date: November 1, 2022

Subject: Annual Audit Engagement Contract for years ending 2021 through 2025

The Ohio Auditor of State (AOS) has determined that an Independent Public Accountant (IPA) firm will be engaged to perform the annual audit of the City of South Lebanon for fiscal years ending 2021 through 2025.

The Ohio Revised Code permits the Auditor of State to solicit proposals from IPA firms to fulfill their audit mandate obligation. Typically, this is done to accommodate their workload with the availability of staff.

The AOS has awarded our audit contract to Julian & Grube, Inc. Julian & Grube is a well-known professional accounting firm that is solely dedicated to and specialized in the area of governmental accounting and auditing. I have previously worked with the firm on the audit of Clermont County.

The audit fees are fixed as follows:

Period January 1, 2021 – December 31, 2021	\$20,800
Period January 1, 2022 – December 31, 2022	\$20,800
Period January 1, 2023 – December 31, 2023	\$22,400
Period January 1, 2024 – December 31, 2024	\$22,400
Period January 1, 2025 – December 31, 2025	\$24,000

In the past, we were required to be audited biennially. Now as a city, our audits will be performed annually. Our audit fees have increased mainly due to the increased complexity of the city's financial statements from cash-basis to preparation in conformity with Generally Accepted Accounting Principles (GAAP).

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-46**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH THE OHIO AUDITOR OF STATE AND
JULIAN & GRUBE, INC. FOR PROFESSIONAL AUDIT SERVICES OF THE CITY
OF SOUTH LEBANON FOR THE YEARS ENDING 2021 THROUGH 2025, AND
DECLARING AN EMERGENCY**

WHEREAS, Pursuant to Ohio Revised Code §117.11 and §117.115, the Ohio Auditor of State has requested proposals to perform audit services of the City of South Lebanon, on behalf of the Auditor of State for years ending 2021 through 2025; and,

WHEREAS, the Auditor of State, in consultation with the City, has determined the proposal submitted by the independent public accounting firm, Julian & Grube, Inc. to be the most advantageous to the Auditor and the City of South Lebanon; and,

WHEREAS, the Auditor of State, has awarded a contract to audit the City of South Lebanon, Warren County, for the annual fiscal periods from January 1, 2021 through December 31, 2025, in accordance with the conditions set forth in the Request for Proposals, dated September 27, 2022, to Julian & Grube, Inc.; and,

WHEREAS, Julian & Grube, Inc. has provided a schedule of professional fees for said services for years ending 2021 through 2025 as presented in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, immediate action is required to allow for audit work to begin immediately on the 2021 Annual Financial Report, 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 authorizes the Mayor and Fiscal Officer to enter into an agreement with the Ohio Auditor of State and Julian & Grube, Inc. for professional audit services for the years ending 2021 through 2025; and

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Resolution 2022- 46 Agreement for Audit Services

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. 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 5. 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 3rd day of November, 2022.

Attest: _____
Petrina Williams, Fiscal Officer James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____



333 County Line Road, West
Westerville, OH 43082
614-846-1899

jginc.biz

October 11, 2022

The Honorable Keith Faber
Auditor of State

Tracey R. Moore, CPA
Assistant Chief Auditor
10653 Techwoods Circle, Suite 102
Cincinnati, OH 45242

and

Tina Williams, Fiscal Officer
City of South Lebanon
10 North High Street
South Lebanon, OH 40565

Dear Mr. Faber, Ms. Moore and Ms. Williams:

We are pleased to submit our Sealed Dollar Cost Bid for the audits of the financial statements of the City of South Lebanon for the periods January 1, 2021 through December 31, 2025. The total fixed fee bid is as follows:

Period January 1, 2021 – December 31, 2021	\$ 20,800
Period January 1, 2022 – December 31, 2022	\$ 20,800
Period January 1, 2023 – December 31, 2023	\$ 22,400
Period January 1, 2024 – December 31, 2024	\$ 22,400
Period January 1, 2025 – December 31, 2025	\$ 24,000

See Exhibit A for the Schedule of Professional Fees. Please note you will not be billed for out of pocket expenses.

Thank you for considering Julian & Grube, Inc. to serve you! I certify that I am entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of South Lebanon.

Nicholas Chisek Digitally signed by Nicholas Chisek
Date: 2022.10.11 14:34:50 -04'00'

Nicholas Chisek, CPA
Partner of Julian & Grube, Inc.

EXHIBIT A

SCHEDULE OF PROFESSIONAL FEES
TO SUPPORT THE TOTAL ALL-INCLUSIVE MAXIMUM FIXED FEE
FOR THE AUDIT OF THE FINANCIAL STATEMENTS OF THE
CITY OF SOUTH LEBANON
FOR THE PERIODS OF
JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Partner	19	\$ 65.00	\$ 1,235
Manager	32	65.00	\$ 2,080
Supervising Senior	48	65.00	3,120
Senior	70	65.00	4,550
Staff	141	65.00	9,165
Other: Paraprofessional	<u>10</u>	<u>65.00</u>	<u>650</u>
Total Fixed Fee for Period January 1, 2021 - December 31, 2021	<u>320</u>	<u>\$ 65.00</u>	<u>\$ 20,800</u>
	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
January 1, 2021 - December 31, 2021	320	\$ 65.00	\$ 20,800
January 1, 2022 - December 31, 2022	320	\$ 65.00	\$ 20,800
January 1, 2023 - December 31, 2023	320	\$ 70.00	\$ 22,400
January 1, 2024 - December 31, 2024	320	\$ 70.00	\$ 22,400
January 1, 2025 - December 31, 2025	320	\$ 75.00	<u>\$ 24,000</u>
Total			<u>\$ 110,400</u>

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 28th day of October, 2022, by and between Julian & Grube, Inc. an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and City of South Lebanon, Warren County (Public Office) WITNESSETH:

Whereas, the Auditor of State on September 27, 2022, issued a Request for Proposals for an engagement related to City of South Lebanon, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 117.115 Revised Code, for fiscal periods January 1, 2021 through December 31, 2025.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name NOT APPLICABLE

Address _____

Number of Hours	Rate Per Hour	Total Subcontract
		\$0.00

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Legislative Authority or Designee for
City of South Lebanon

Date

Nicholas Chisek Digitally signed by Nicholas Chisek
Date: 2022.10.28 14:57:00 -04'00'

Julian & Grube, Inc.

Date

APPROVAL:

Compliance, Auditor of State
Office of **KEITH FABER, Auditor of State of Ohio**
In Accordance with Sections 117.11 & 117.115 Revised Code
(Not valid unless approved by Legal Division)

Date

OHIO AUDITOR OF STATE
KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

Certification of Compliance with Procurement Requirements

This is to certify that, to the best of my knowledge and belief as the appropriate official of the City of South Lebanon, Warren County, we have complied with all applicable federal, state and local procurement requirements in the selection of the firm Julian & Grube, Inc. to perform the audit of the City of South Lebanon which is the subject of the accompanying contract.

City of South Lebanon

Date

Print/Type Name

Title



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: November 1, 2022
Subject: City Solicitor Agreement

For your consideration, attached is a resolution and agreement re-appointing Andrew as the City Solicitor for a two-year period beginning January 1, 2023, with the base salary of \$23,200.

If changes are required as a result of the Charter, that can be addressed when necessary.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-47**

**A RESOLUTION APPOINTING ANDREW P. MEIER AS CITY SOLICITOR FOR
THE CITY OF SOUTH LEBANON, OHIO, AND ESTABLISHING
COMPENSATION**

WHEREAS, pursuant to Ohio Rev. Code § 733.48 (A), the legislative authority of a municipality may provide legal counsel for the municipality, or for any department or official of the municipality, for a period not to exceed two (2) years and shall provide compensation for such legal counsel; and,

WHEREAS, the City Council has determined that Andrew P. Meier is qualified to serve as City Solicitor for the City of South Lebanon; and,

WHEREAS, the City Council and Andrew P. Meier desire to enter into an Agreement Establishing Compensation for Legal Services; and,

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

Section 1. That Andrew P. Meier is hereby appointed City Solicitor of the City of South Lebanon, effective January 1, 2023.

Section 2. That the duration and terms of compensation for the legal services of the City Solicitor shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

Section 3. That the Mayor and Fiscal Officer are hereby authorized and directed to execute the Agreement Establishing Compensation for Legal Services attached hereto as Exhibit "A."

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

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Resolution No. 2022-47

Page 2

Adopted this day of November, 2022.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

EXHIBIT "A"

**AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF
CITY SOLICITOR FOR THE
PERIOD BEGINNING JANUARY 1, 2023, THROUGH DECEMBER 31, 2024**

This Agreement is entered into by and between the legislative authority of the City of South Lebanon, Ohio, 10 North High- Street, South Lebanon, OH 45065 (hereinafter "Council") on behalf of the City of South Lebanon (hereinafter "City"), and Andrew P. Meier, Attorney at Law, 140 North Main Street, Suite B, Springboro, OH 45066 ("City Solicitor").

WITNESSETH:

WHEREAS, Andrew P. Meier is by reason of training and experience capable of acting as the legal advisor, attorney, counsel and prosecutor for the City and for the Council, as well as all offices, departments, divisions, boards, commissions, committees and courts of the City in connection with City affairs; and,

WHEREAS, pursuant to Ohio Revised Code §§ 705.11 and 733.48, the Village desires to appoint and retain Andrew P. Meier as the City Solicitor who shall serve at the pleasure of Council for a period not to exceed two (2) years without entering into a new agreement for legal services and establishing compensation.

NOW, THEREFORE, pursuant to the above recitals, and for other good and valuable consideration as recited hereinafter, the Parties agree as follows:

A. RETAINER PAYMENT

1. Effective January 1, 2023, an annual retainer payment in the amount of Twenty- Three Thousand Two Hundred and 00/100 Dollars (\$23,200.00) shall be made to the City Solicitor, payable on a monthly basis. Such amount shall be considered salary for purposes of calculating contributions to the Ohio Public Employees Retirement System (OPERS). The City agrees to withhold all mandated contributions to OPERS on the City Solicitor's behalf and pay the employer's mandated contributions to OPERS as required by law. The City shall, in reporting and making remittance to OPERS, attest the employee contributions by designating such as "Employee Contributions."

2. The Retainer Payment shall be considered payment for services as described below:
 - a. Attendance at regular, special, emergency and workshop meetings of Council, as well as drafting and/or reviewing Ordinances and Resolutions on behalf of the Council for such meetings; and,
 - b. Attendance at Planning Commission, Zoning Commission, Board of Zoning Appeals and Sub-committee meetings, upon request; and,
 - c. Acting as Prosecutor for Mayor's Court.

B. PAYMENT OF ADDITIONAL LEGAL SERVICES

1. Effective January 1, 2023, an hourly rate of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) will be paid to the City Solicitor on a monthly basis for the performance of Additional Legal Services upon presentation of an itemized billing statement delivered electronically to the Fiscal Officer which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, City Council Members, Fiscal Officer and the City Administrator may understand and evaluate those matters from time to time. Payment of additional legal services shall be authorized as part of legislation authorizing payment of the bills once per month at regularly scheduled Council meetings.
2. Additional Legal Services include:
 - a) research assignments and drafting legal opinions on behalf of the Council requested by the Council, the Mayor or the City Administrator; and,
 - b) drafting contracts and other transactional related matters requested by the Council, the Mayor or the City Administrator; and,
 - c) any court proceedings, including but not limited to: abatements, administrative appeals, appropriations, breach or specific performance of accounts and contracts, declaratory judgments, mandamus, nuisances, injunctions, prohibitions, or other general civil matters; excepting therefore: matters the City's liability insurer has a duty to defend; or, should Council elect to hire other another

counsel to handle any such matter which it retains absolute discretion to do; or, matters that the City Solicitor has a conflict of interest as determined herein; and,

- d) prosecuting cases that are transferred and/or appealed to the Warren County Court, and appeals to the Twelfth District Court of Appeals and the Supreme Court of Ohio, or any federal court.

C. ADDITIONAL PROVISIONS

1. Council shall be responsible for expenses incurred during and in support of any legal services contemplated herein including, but not limited to: court costs, expert witness or consultant fees, appraisers, court reporters and deposition transcripts, recordings, transfer and conveyance costs and fees.
2. The duration of this Agreement is from January 1, 2023 through December 31, 2024. The parties may, however, terminate this Agreement with or without cause with at least thirty (30) days prior written notice. The Parties may enter into a new Agreement upon the expiration of said duration.
3. Council may, at any time, amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Council and the City Solicitor.
4. The City Solicitor shall not represent the City in any matter in which the City Solicitor has a conflict of interest, as determined by the City Solicitor or Council.

CITY OF SOUTH LEBANON:
Pursuant to Resolution No. 2022-__

CITY SOLICITOR:

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

SIGNATURE: _____
NAME: Andrew P. Meier
TITLE: Attorney at Law
DATE: _____

SIGNATURE: _____
NAME: Petrina D. Williams
TITLE: Fiscal Officer
DATE: _____

This instrument was prepared
by and approved as to form:

CITY SOLICITOR
SOUTH LEBANON, OH

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

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Village Administrator

Date: 10-31-2022

Subject: New Police Vehicle

Earlier this year, we submitted a purchase order for new police vehicle for \$37,452.75. This order was canceled by the vendor due to supply issues. We are having to reorder through a different vendor for a 2023 model year vehicle. The new state purchasing cost went up to \$46,222.00. This is still within the \$70,000.00 we budgeted for this year.

I am asking council for a motion to approve this purchase so we can place this order.