

**AGENDA
REGULAR MEETING OF CITY COUNCIL
DECEMBER 15, 2022 at 6:00 P.M.**

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
Linda Burke
Brenda Combs

Maryan Harrison
Bill Madison
Rolin Spicer

3. Pledge of Allegiance

4. Guests: Dawna Fogarty, CEO for Warren County Community Services

5. Floor open to the public

6. New Business: Emergency Ordinance 2022-29 amending the City's final appropriations for fiscal year beginning January 1, 2022

Emergency Ordinance 2022-30 "temporary" appropriations for current expenses and other expenditures for the period January 1, 2023 through March 31, 2023

Emergency Ordinance 2022-31 – Approving Revisions to the Minimum and Maximum pay rates of the City's Compensation Pay Scale

Emergency Ordinance 2022-32 setting rates of compensation for full-time employees

Ordinance 2022-33 First Reading Authorizing the question of Electric Aggregation to the electors of the City of South Lebanon

Ordinance 2022-34 First Reading Authorizing the question of Natural Gas Aggregation to the electors of the City of South Lebanon

Ordinance 2022-35 First Reading Establishing a Two-Hour Parking Regulation on Broadway & High Streets

Emergency Resolution 2022-53, issuing a Notice of Award to Siteworx, LLC for the Pauline Drive Stormwater Drainage Project

Emergency Resolution 2022-54 authorizing the Mayor and Fiscal Officer to sign a pre-annexation agreement with Charles Frank & Amy Snyder

Emergency Resolution 2022-55 approving the submission of a CDBG grant application to the County for Hobart Street Sidewalks

A motion is needed to authorize the Fiscal Officer to send an Amended Certificate to the Warren County Auditor for fiscal year 2022

A motion is needed to authorize a Christmas bonus for all full-time employees

Authorization of Invoices

Authorization of Solicitor's Invoice

Approval of the November Financial Statements

Approval of Meeting Minutes:

Regular Meeting – December 1, 2022

7. Old Business: Emergency Ordinance 2022-28, amending the City's Personnel Policy and Procedures Manual to add a Personal Day as an employee benefit

8. Communications and reports from City Officials and Committees:
 - a. Mayor
 - b. Fiscal Officer
 - c. Administrator
 - d. Asst. Administrator
 - e. Solicitor
 - f. Sergeant
 - g. Council Members

9. Executive Session

10. Adjournment



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

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Solicitor

From: Tina Williams, Fiscal Officer

Date: December 15, 2022

Subject: Ordinance 2022-29 Amending Final Appropriations for 2022

Amended appropriations are needed to **reduce** final appropriations in the following funds.

Mason-Morrow-Millgrove Improvement Fund – decrease (\$222,314)

The decrease is due to the project and funding from the Ohio Public Works Commission being delayed until 2023.

Corwin-Nixon Rt. 48 Improvement Fund– decrease (\$77,060.71)

The decrease is due to the project costs with the Ohio Department of Transportation being less than anticipated for 2022. The final project costs should occur in early 2023.

These changes reduce the total Final 2022 appropriations to \$10,189,831.54.

Attached is a reconciliation showing the original permanent appropriations, amendments, and final appropriations for the year.

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATION ORDINANCE 2022-09 FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, AND DECLARING AN EMERGENCY

WHEREAS, the annual appropriations must be amended to decrease appropriations for the Mason-Morrow-Millgrove Capital Improvement Fund due to the project and funding from the Ohio Public Works Commission being delayed until 2023; and

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

Section 1. The following sums are hereby set aside and appropriated as follows:

800 Capital Outlay **From: \$222,314.00 To: \$0.00**

800 Capital Outlay

Section 3. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Ordinance shall be in full force and effective immediately upon its passage.

Ordinance 2022-29 Amended Appropriations

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

Adopted this 15th day of December, 2022.

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

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

	Original Ord. 2022-09	<i>Amendment</i> Ord. 2022-18	<i>Amendment</i> Res. 2022-39	<i>Amendment</i> Ord. 2022-25	<i>Amendment</i> Ord. 2022-27	<i>Amendment</i> Ord. 2022-29	<i>Total Appropriations</i>
GENERAL FUND - 1000							
110 Police Enforcement							
Personal Services	5,000.00						5,000.00
Operating Expenses	652,220.25						652,220.25
Capital Outlay	70,000.00						70,000.00
	<u>727,220.25</u>						<u>727,220.25</u>
130 Street Lighting							
Operating Expenses	58,000.00						58,000.00
220 Human Services							
Operating Expenses	8,000.00						8,000.00
320 Parks and Recreation							
Operating Expenses	80,000.00						80,000.00
531 Administration-Public Utilities							
Personal Services	120,000.00						120,000.00
710 Council & Administration							
Personal Services	354,500.00						354,500.00
Operating Expenses	23,700.00						23,700.00
	<u>378,200.00</u>						<u>378,200.00</u>
720 Mayor's Court							
Personal Services	60,000.00				2,000.00		62,000.00
Operating Expenses	9,000.00						9,000.00
	<u>69,000.00</u>				<u>2,000.00</u>		<u>71,000.00</u>
725 Finance							
Personal Services	110,000.00						110,000.00
Operating Expenses	38,400.00						38,400.00
	<u>148,400.00</u>						<u>148,400.00</u>
730 Land and Buildings							
Operating Expenses	50,000.00						50,000.00
740 Property Tax Collection Fees							
Operating Expenses	13,000.00						13,000.00
750 Solicitor							
Personal Services	25,000.00						25,000.00
755 Income Tax							
Personal Services	95,000.00						95,000.00
Operating Expenses	74,820.00						74,820.00
	<u>169,820.00</u>						<u>169,820.00</u>
790 Other General Government							
Operating Expenses	296,000.00	50,000.00	50,000.00				396,000.00
800 Capital Improvements							
Capital Outlay	775,000.00		(50,000.00)				725,000.00
910 Transfer – Out to Debt Service	7,790.80						7,790.80
GENERAL FUND TOTAL	<u><u>2,925,431.05</u></u>	<u><u>50,000.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>2,000.00</u></u>	<u><u>0.00</u></u>	<u><u>2,977,431.05</u></u>

	Original Ord. 2022-09	<i>Amendment</i> Ord. 2022-18	<i>Amendment</i> Res. 2022-39	<i>Amendment</i> Ord. 2022-25	<i>Amendment</i> Ord. 2022-27	<i>Amendment</i> Ord. 2022-29	<i>Total Appropriations</i>
STREET FUND - 2011							
690 Streets & Transportation							
Personal Services	58,750.00						58,750.00
Operating Expenses	<u>121,700.00</u>						<u>121,700.00</u>
	180,450.00						180,450.00
800 Capital Improvements							
Capital Outlay	280,174.00						280,174.00
850 Debt Service	17,212.10						17,212.10
STREET FUND TOTAL	<u><u>477,836.10</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>477,836.10</u></u>
WATER FUND - 5101							
531 Water							
Personal Services	334,500.00						334,500.00
Operating Expenses	<u>559,100.00</u>						<u>559,100.00</u>
	893,600.00						893,600.00
800 Capital Improvements							
Capital Outlay	474,400.00						474,400.00
850 Debt Service	7,040.72						7,040.72
WATER FUND TOTAL	<u><u>1,375,040.72</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>1,375,040.72</u></u>
SEWER FUND - 5201							
541 Sanitary Sewers & Sewage							
Personal Services	363,700.00						363,700.00
Operating Expenses	<u>860,600.00</u>						<u>860,600.00</u>
	1,224,300.00						1,224,300.00
800 Capital Improvements							
Capital Outlay	498,600.00						498,600.00
SEWER FUND TOTAL	<u><u>1,722,900.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>1,722,900.00</u></u>
SANITATION FUND - 5601							
561 Refuse Collection & Disposal							
Personal Services	24,700.00						24,700.00
Operating Expenses	<u>428,000.00</u>				46,000.00		<u>474,000.00</u>
	452,700.00				46,000.00		498,700.00
SANITATION FUND TOTAL	<u><u>452,700.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>46,000.00</u></u>	<u><u>0.00</u></u>	<u><u>498,700.00</u></u>

	Original Ord. 2022-09	<i>Amendment</i> Ord. 2022-18	<i>Amendment</i> Res. 2022-39	<i>Amendment</i> Ord. 2022-25	<i>Amendment</i> Ord. 2022-27	<i>Amendment</i> Ord. 2022-29	<i>Total Appropriations</i>
PARK FUND - 2041							
320 Parks and Recreation							
Operating Expenses	25,000.00						25,000.00
DUI Fund - 2081							
110 Police Enforcement							
Operating Expenses	1,625.00						1,625.00
INDIGENT ALCOHOL MONITORING FUND - 2082							
110 Police Enforcement							
Operating Expenses	1,752.65						1,752.65
PERMISSIVE TAX FUND - 2101							
610 Street Construction							
Operating Expenses	100,000.00						100,000.00
AMERICAN RESCUE ACT FUND - 2152							
790 General Government							
Capital Outlay	489,953.99						489,953.99
HOMESTEAD PUBLIC IMPROVEMENTS FUND - 2903							
990 Public Improvements							
Operating Expenses	26,421.68						26,421.68
SHEPHERD'S CROSSING FUND - 2905							
990 Public Improvements							
Operating Expenses	4,059.79						4,059.79
MAYOR'S COURT SPECIAL PROJECTS FUND - 2906							
720 Mayor's Court							
Operating Expenses	4,000.00						4,000.00
RIVER'S CROSSING TIF FUND - 2907							
Development Incentives							
Operating Expenses	444,200.00			2,000.00			446,200.00
Debt Service	705,800.00			-			705,800.00
	<u>1,150,000.00</u>			<u>2,000.00</u>			<u>1,152,000.00</u>
RIVERSIDE TIF FUND - 2909							
Development Incentives							
Operating Expenses	229,000.00			41,000.00			270,000.00
Debt Service	610,000.00			(95,000.00)			515,000.00
	<u>839,000.00</u>			<u>(54,000.00)</u>			<u>785,000.00</u>
MUNICIPAL BUILDING NOTES - 3902							
850 Debt Service	7,790.80						7,790.80
MUNICIPAL BUILDING RENOVATION- 4902							
800 Capital Outlay	23,342.23						23,342.23
MASON MORROW MILLGROVE IMPROVEMENTS- 4904							
800 Capital Outlay	222,314.00					(222,314.00)	0.00

	Original Ord. 2022-09	<i>Amendment</i> Ord. 2022-18	<i>Amendment</i> Res. 2022-39	<i>Amendment</i> Ord. 2022-25	<i>Amendment</i> Ord. 2022-27	<i>Amendment</i> Ord. 2022-29	<i>Total Appropriations</i>
CORWIN-NIXON/RT 48 IMPROVEMENTS- 4905							
800 Capital Outlay	419,847.58					(77,060.71)	342,786.87
UTILITY MAINTENANCE AND IMP FUND - 5761							
800 Capital Outlay	122,232.00						122,232.00
DEPOSIT TRUST FUND - 5781							
599 Utility Services							
Operating Expenses	50,000.00						50,000.00
UNCLAIMED MONIES FUND - 9101							
General Government							
Operating Expenses	1,958.66						1,958.66
TOTAL APPROPRIATED FUNDS 2022	10,443,206.25	50,000.00	0.00	(52,000.00)	48,000.00	(299,374.71)	10,189,831.54



City of South Lebanon
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MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Solicitor

From: Tina Williams, Fiscal Officer

Date: December 13, 2022

Subject: Emergency Ordinance 2022-30 “Temporary” 2023 Appropriations

Temporary appropriations are only a percentage of the Annual Appropriations and are meant to cover the period of January 1 to March 31.

Ordinance 2022-30 approves “Temporary” Appropriations for fiscal year 2023. Temporary appropriations are limited to ordinary operating expenditures and allow the Fiscal Officer to continued payment of invoices, payroll, etc. until year-end is reconciled and final cash balances by fund have been determined.

Capital projects included in the temporary appropriations are projects Council has previously approved or committed funding. Those projects are as follows:

Veteran’s Park Playground Equipment	\$245,000
Snow/Dump Truck	\$175,000
Forrest Avenue Reconstruction	\$781,523
Pike Street Bridge Replacement	\$25,000

A list of proposed capital projects for 2023 and future years will be presented to Council in January.

Permanent appropriations must be adopted by April 1st. I plan to present the 2023 Budget to Council for review no later than the March 2, 2023, meeting.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2022-30**

**AN ORDINANCE TO MAKE “TEMPORARY” APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF
SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF JANUARY 1,
2023 THROUGH MARCH 31, 2023, AND DECLARING AN EMERGENCY**

WHEREAS, immediate action is required to make appropriations for current expenses and other expenditures of the City of South Lebanon, State of Ohio, for the period of January 1, 2023 to March 31, 2023 or until permanent appropriations are adopted, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT ORDAINED By the Council of the City of South Lebanon, Ohio at least two-thirds of the current members elected thereto, concurring that, to provide for the current expenses and other expenditures of the said City of South Lebanon during the period of January 1, 2023 through March 31, 2023.

Section 1. The following sums are hereby set aside and appropriated as follows:

GENERAL FUND - 1000

110 Police Enforcement	
Personal Services	5,000.00
Operating Expenses	689,923.00
	<hr/>
	694,923.00
130 Street Lighting	
Operating Expenses	59,000.00
220 Human Services	
Operating Expenses	8,000.00
320 Parks and Recreation	
Operating Expenses	40,000.00
531 Administration-Public Utilities	
Personal Services	62,400.00
710 Council & Administration	
Personal Services	193,350.00
Operating Expenses	30,000.00
	<hr/>
	223,350.00

720	Mayor's Court		
	Personal Services	40,880.00	
	Operating Expenses	8,800.00	
		<u>49,680.00</u>	
725	Finance		
	Personal Services	57,200.00	
	Operating Expenses	36,070.00	
		<u>93,270.00</u>	
730	Land and Buildings		
	Operating Expenses	50,000.00	
740	Property Tax Collection Fees		
	Operating Expenses	19,000.00	
750	Solicitor		
	Personal Services	27,000.00	
755	Income Tax		
	Personal Services	49,400.00	
	Operating Expenses	76,750.00	
		<u>126,150.00</u>	
790	Other General Government		
	Operating Expenses	323,800.00	
800	Capital Improvements		
	Capital Outlay	568,150.00	
910	Transfer – Out to Debt Service	7,812.50	
	GENERAL FUND TOTAL	<u><u>2,352,535.50</u></u>	

STREET FUND - 2011

690	Streets & Transportation		
	Personal Services	25,400.00	
	Operating Expenses	126,000.00	
		<u>151,400.00</u>	
800	Capital Improvements		
	Capital Outlay	25,000.00	
850	Debt Service	17,212.10	
	STREET FUND TOTAL	<u><u>193,612.10</u></u>	

WATER FUND - 5101

531	Water		
		Personal Services	189,300.00
		Operating Expenses	557,700.00
			<hr/> 747,000.00
800	Capital Improvements		
		Capital Outlay	194,605.00
850	Debt Service		7,040.72
		WATER FUND TOTAL	<hr/> <hr/> 948,645.72

SEWER FUND - 5201

541	Sanitary Sewers & Sewage		
		Personal Services	206,200.00
		Operating Expenses	812,000.00
			<hr/> 1,018,200.00
800	Capital Improvements		
		Capital Outlay	143,750.00
		SEWER FUND TOTAL	<hr/> <hr/> 1,161,950.00

SANITATION FUND - 5601

561	Refuse Collection & Disposal		
		Personal Services	7,875.00
		Operating Expenses	480,000.00
			<hr/> 487,875.00
		SANITATION FUND TOTAL	<hr/> <hr/> 487,875.00

**PARK FUND -
2041**

320	Parks and Recreation		
		Operating Expenses	15,000.00

DUI Fund - 2081

110	Police Enforcement		
		Operating Expenses	1,625.00

INDIGENT ALCOHOL MONITORING FUND - 2082

110	Police Enforcement	
	Operating Expenses	1,752.65

PERMISSIVE TAX FUND - 2101

610	Street Construction	
	Operating Expenses	40,000.00

AMERICAN RESCUE ACT FUND - 2152

790	General Government	
	Capital Outlay	103,727.65

HOMESTEAD PUBLIC IMPROVEMENTS FUND - 2903

990	Public Improvements	
	Operating Expenses	26,421.68

SHEPHERD'S CROSSING FUND - 2905

990	Public Improvements	
	Operating Expenses	4,059.79

MAYOR'S COURT SPECIAL PROJECTS FUND - 2906

720	Mayor's Court	
	Operating Expenses	2,000.00

MUNICIPAL BUILDING NOTES - 3902

850	Debt Service	7,812.50
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UTILITY MAINTENANCE AND IMP FUND - 5761

800	Capital Outlay	122,232.00
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DEPOSIT TRUST FUND - 5781

599	Utility Services	
	Operating Expenses	50,000.00

UNCLAIMED MONIES FUND - 9101

	General Government	
	Operating Expenses	1,000.00

TOTAL APPROPRIATED FUNDS 2023	5,520,249.59
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Section 2. That the legal level of budgetary control shall be established at each funds department or program level and within each, the amount appropriated for personal services, operating expenses, capital outlay and debt service.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Ordinance shall be in full force and effective immediately upon its passage.

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

Adopted this 15th day of December, 2022.

Attest: _____
Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____



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

MEMORANDUM

To: Mayor & City Council

From: Tina Williams, Fiscal Officer

CC: Jerry Haddix, City Administrator
Andrew Meier, Solicitor

Date: December 13, 2022

Subject: Amending the City's Compensation Pay Scale

The Fiscal Officer and Administrator are requesting Council approve a cost-of-living adjustment to the minimum and maximum pay rates of the City's Compensation Pay Scale. The current pay scale was approved by Council Ordinance 2021-32 on November 4, 2021.

Maintenance of the compensation plan is important and periodic updates to the pay scale will help ensure that the plan remains internally equitable and externally competitive.

In the past we have adjusted the pay scale based on the Social Security cost-of-living adjustment. The Social Security cost-of-living adjustment approved for 2023 is (8.7%). However, we are recommending that the City's pay scale be amended by (4.0%).

These changes to the City's pay scale will be more reflective of the current labor market conditions and will allow us to remain competitive with respect to compensation when recruiting for open job positions.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2022-31**

**AN ORDINANCE AMENDING ORDINANCE 2021-32 AND APPROVING
REVISIONS TO THE MINIMUM AND MAXIMUM PAY RATES OF THE CITY'S
COMPENSATION PAY SCALE AS PART OF THE CITY'S PERSONNEL POLICY
MANUAL**

WHEREAS, with the assistance of human resources consultant Clemans Nelson & Associates, the Village created and Council approved Ordinance No. 2020-24 on November 5, 2020, placing in effect the City's (formerly Village) Personnel and Policy Procedure Manual for the City's employees; and

WHEREAS, the City's Personnel and Policy and Procedures Manual defines the City's employment positions, compensation pay scale and the job requirements for each position; and,

WHEREAS, it is the recommendation of City staff that the minimum and maximum pay rates by pay grade be increased by four (4) percent to be more reflective of the current labor market conditions; and,

WHEREAS, the adjustment of the City pay scale will allow the City to remain in a competitive posture with comparable jurisdictions with respect to compensation; and,

WHEREAS, said changes shall become effective December 26, 2022.

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

Section 1. That the Council does hereby amend Ordinance 2021-32 for the proposed changes to the compensation pay scale as presented in Exhibit "A" attached hereto and made a part hereof.

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

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 15th day of December, 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
SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2022

EXHIBIT "A"

PROPOSED PAY SCALE
FOR
CITY OF SOUTH LEBANON
2023

Pay Grade	Pay Scale				Point Factor
	Minimum		Maximum		
	Current	Revised	Current	Revised	
9	\$41.95	\$43.62	\$58.72	\$61.07	950 +
8	\$36.47	\$37.93	\$51.06	\$53.11	850-949
7	\$31.71	\$32.98	\$44.39	\$46.17	750-849
6	\$27.58	\$28.68	\$38.61	\$40.15	650-749
5	\$23.99	\$24.95	\$33.58	\$34.92	550-649
4	\$21.41	\$22.27	\$29.97	\$31.17	450-549
3	\$19.12	\$19.88	\$26.77	\$27.84	350-449
2	\$17.54	\$18.24	\$24.56	\$25.54	250-349
1	\$16.09	\$16.74	\$22.53	\$23.43	0-249

Minimum and Maximum amounts adjusted for a 4.0% cost-of-living adjustment.



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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: December 13, 2022

Subject: 2023 Pay Increases

Attached is an emergency ordinance to increase the pay of all full-time employees by 4% per the recommendation of the Mayor and Finance Committee. If passed, the new rates would go into effect with the first pay date of 2023.

The cost-of-living adjustment for retirees of the Ohio Public Employee Retirement System (OPERS) for 2023 is (3.0%) and for Social Security the cost-of-living adjustment approved for 2023 is (8.7%).

Attached is a spreadsheet that shows the current and proposed revised rates of compensation for each employee along with the City's overall payroll costs. These amounts have been included in the temporary budget appropriations for 2023.

We are requesting the ordinance be passed as an emergency measure to begin the new rates starting with the first pay date of January 13, 2023.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-32**

**AN ORDINANCE SETTING RATES OF COMPENSATION FOR EMPLOYEES OF
THE CITY OF SOUTH LEBANON AND DECLARING AN EMERGENCY**

WHEREAS, in accordance with Ohio Rev. Code § 731.13, the legislative authority of a city shall fix the compensation and bonds of all officers, clerks, and employees of the city except as otherwise provided by law; and,

WHEREAS, per Ordinance No. 2022-31, the City Council has adopted a pay scale as part of the compensation plan; and,

WHEREAS, the Mayor is recommending an increase of four (4) percent to the rate of compensation for employees who are currently within the pay range for their respective job classification; and,

WHEREAS, immediate action is required to compensate the City employees per the revised pay rate schedule beginning with the pay period commencing on December 26, 2022, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. The rate of compensation of the full-time employees of the City of South Lebanon, beginning with the payroll period that begins December 26, 2022, shall increase by four (4) percent for employees who are currently within the pay range for their respective job classification.

Section 2. That Section 1 of Ordinance 2021-39, which previously set the rates of compensation for City employees, is hereby amended accordingly.

Section 3. That Section 2 of Ordinance 2021-36, which previously set the rate of compensation for the Fiscal Officer, is hereby amended accordingly.

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 passage of this Ordinance were conducted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. That this Ordinance is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Ordinance shall be in full force and effective immediately upon its passage.

Approved this 15th day of December, 2022.

Attest: _____

Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



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

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
Date: November 29, 2022
Subject: Electric & Natural Gas Aggregation

At the last meeting, Tim Abbott from Energy Alliances, Inc. discussed electric & natural aggregation for municipalities. This is an opportunity to put the question to voters. With us having a special election for the Charter, this could go on the ballot in May with the submittal deadline to the Board of Elections on February 2nd.

Given the February 2nd deadline, you have three (3) options: 1) you can waive the three readings and pass a non-emergency ordinance; 2) you can have the 3 readings and pass as an emergency after the 3rd reading; or 3) you can chose to not act on either ordinance.

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

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-33**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM FOR THE CITY OF
SOUTH LEBANON WITH OPT-OUT PROVISIONS PURSUANT TO SECTION
4928.20 OF THE REVISED CODE AND DIRECTING THE WARREN COUNTY
BOARD OF ELECTIONS TO SUBMIT THE QUESTION OF THE AUTHORITY TO
AGGREGATE TO THE ELECTORS OF THE CITY.**

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, subject to out-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads, all pursuant to Section 4928.20 of the Revised Code; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, the South Lebanon City Council, (the "Council") seeks to establish a governmental aggregation program for the City of South Lebanon with opt-out provisions pursuant to Section 4928.20 of the Revised Code (the "Aggregation Program") for the residents, businesses and other electric customers in the City of South Lebanon (other than mercantile customers, within the meaning of Section 4929.01(L)(1) of the Revised Code, who can only be aggregated with their prior, affirmative consent) and, if deemed advantageous to the City, in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council seeks to put the question of whether to authorize the Aggregation Program to the electors of the City; and

WHEREAS, if approved by a majority of the electors voting upon the question at the special election on May 2, 2023, then this Council will proceed pursuant to Section 4928.20 of the Revised Code to develop a plan with respect to the operation and governance of the Aggregation Program so authorized; and

WHEREAS, this Council would hold at least two public hearings with respect to the plan after due publication of notices as required by Section 4928.20 of the Revised Code;

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

Section 1. This Council finds and determines that it is in the best interest of the City of South Lebanon, its residents, businesses and other electric consumers located within the City to establish the Aggregation Program in the City of South Lebanon if, and only if, the authorization of this Ordinance to establish the Aggregation Program is approved by the electors of the City of South Lebanon pursuant to Section 2 of this Ordinance. If so approved by the electors, then the City of South Lebanon is hereby authorized to aggregate in accordance with Section 4928.20 of the Revised Code, the retail electric loads located within the City of South Lebanon, and for that purpose to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City of South Lebanon may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law if deemed by this Council to be financially advantageous to the electors of the City of South Lebanon. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated, other than those persons deemed to be “mercantile customers” within the meaning of Section 4929.01(L)(1), and will provide for the opt-out rights described in Section 3 of this Ordinance.

Section 2. The Warren County Board of Elections is hereby directed to submit the following question to the electors of the City of South Lebanon at the special election on May 2, 2023.

“Shall the City of South Lebanon City Council have the authority, alone or jointly with the legislative authority of any other township or municipal corporation or county, to aggregate the retail electric loads located in the City, and for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except with respect to mercantile customers and except with respect to any person who

affirmatively elects by a stated procedure to opt out of the aggregation program, as permitted by Section 4928.20 of the Ohio Revised Code?”

The Fiscal Officer, or his designee, shall file a certified copy of this Ordinance and the proposed form of the ballot question with the Warren County Board of Elections not less than ninety (90) days prior to May 2, 2023. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon question at the election held pursuant to this Section 2 and Section 4928.20 of the Revised Code.

Section 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council, alone or jointly with the legislative authority of any municipal corporation, township, or county, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first public hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a termination fee or a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the electric service company providing distribution service for the person’s retail electric load until the person chooses an alternative supplier.

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

Ordinance 2022-33

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

Section 6. This Ordinance shall go into effect and be in force from the after the earliest period allowed by law.

Adopted this ____ day of _____, 2022.

Attest: _____

Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2022 (if applicable)

Effective Date – / /2022

Vote - ____ Yeas

____ Nays

First Reading – ____ / ____ /2022

Effective Date – / /2022

Second Reading – ____ / ____ /2022

Third Reading– ____ / ____ /2022

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2022

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-34**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM FOR THE CITY
OF SOUTH LEBANON WITH OPT-OUT PROVISIONS PURSUANT TO SECTION
4929.26 OF THE REVISED CODE AND DIRECTING THE WARREN COUNTY
BOARD OF ELECTIONS TO SUBMIT THE QUESTION OF THE AUTHORITY TO
AGGREGATE TO THE ELECTORS OF THE CITY.**

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, subject to out-out provisions, competitive natural gas service for the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads, all pursuant to Section 4929.26 of the Revised Code; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, the South Lebanon City Council, (the “Council”) seeks to establish a governmental aggregation program for the City of South Lebanon with opt-out provisions pursuant to Section 4929.26 of the Revised Code (the “Aggregation Program”) for the residents, businesses and other natural gas customers in the City of South Lebanon (other than mercantile customers, within the meaning of Section 4929.01(L)(1) of the Revised Code, who can only be aggregated with their prior, affirmative consent) and, if deemed advantageous to the City, in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council seeks to put the question of whether to authorize the Aggregation Program to the electors of the City; and

WHEREAS, if approved by a majority of the electors voting upon the question at the special election on May 2, 2023, then this Council will proceed pursuant to Section 4929.26 of the Revised Code to develop a plan with respect to the operation and governance of the Aggregation Program so authorized; and

WHEREAS, this Council would hold at least two public hearings with respect to the plan after due publication of notices as required by Section 4929.26 of the Revised Code;

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

Section 1. This Council finds and determines that it is in the best interest of the City of South Lebanon, its residents, businesses and other natural gas consumers located within the City to establish the Aggregation Program in the City of South Lebanon if, and only if, the authorization of this Ordinance to establish the Aggregation Program is approved by the electors of the City of South Lebanon pursuant to Section 2 of this Ordinance. If so approved by the electors, then the City of South Lebanon is hereby authorized to aggregate in accordance with Section 4929.26 of the Revised Code, the retail natural gas loads located within the City of South Lebanon, and for that purpose to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The City of South Lebanon may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law if deemed by this Council to be financially advantageous to the electors of the City of South Lebanon. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated, other than those persons deemed to be “mercantile customers” within the meaning of Section 4929.01(L)(1), and will provide for the opt-out rights described in Section 3 of this Ordinance.

Section 2. The Warren County Board of Elections is hereby directed to submit the following question to the electors of the City of South Lebanon at the special election on May 2, 2023.

“Shall the City of South Lebanon City Council have the authority, alone or jointly with the legislative authority of any other township or municipal corporation or county, to aggregate the retail natural gas loads located in the City, and for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except with respect to mercantile customers and except with respect to any person who

affirmatively elects by a stated procedure to opt out of the aggregation program, as permitted by Section 4929.26 of the Ohio Revised Code?"

The Fiscal Officer, or his designee, shall file a certified copy of this Ordinance and the proposed form of the ballot question with the Warren County Board of Elections not less than ninety (90) days prior to May 2, 2023. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon question at the election held pursuant to this Section 2 and Section 4929.26 of the Revised Code.

Section 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council, alone or jointly with the legislative authority of any municipal corporation, township, or county, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first public hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the natural gas load of any natural gas load center within the City unless it in advance clearly discloses to the person owning, occupying controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a termination fee or a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the natural gas service company providing distribution service for the person's retail natural gas load until the person chooses an alternative supplier.

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

Ordinance 2022-34

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

Section 6. This Ordinance shall go into effect and be in force from the after the earliest period allowed by law.

Adopted this ____ day of _____, 2022.

Attest: _____

Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: ____ / ____ /2022 (if applicable)

Effective Date – ____ / ____ /2022

Vote - ____ Yeas

____ Nays

First Reading – ____ / ____ /2022

Effective Date – ____ / ____ /2022

Second Reading – ____ / ____ /2022

Third Reading– ____ / ____ /2022

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2022

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-35**

**AN ORDINANCE ESTABLISHING A TWO-HOUR PARKING REGULATION
AND AUTHORIZING TWO-HOUR PARKING SIGNAGE ON CERTAIN
PORTIONS OF HIGH AND BROADWAY STREETS**

WHEREAS, Ohio Rev. Code § 4511.07(A)(1) permits local municipalities to create laws “[r]egulating the stopping, standing, or parking of vehicles, trackless trolleys, and streetcars”; and,

WHEREAS, the City previously established parking violations upon the adoption of the Ohio Basic Code in Ordinance No. 2022-08, specifically Ohio Basic Code § 76.04. Said Ordinance enforces parking violations as criminal offenses; and,

WHEREAS, to ensure that parking in the vicinity of the South Lebanon Municipal Building is available for City business, City Staff is recommending that the areas along the Municipal Building frontage on the north side of Broadway and the east side of High Street should be limited to two-hour parking; and

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

Section 1. The City Council does hereby establish a two-hour parking regulation on portions of High and Broadway Streets as delineated on the attached map:

Section 2. That the City Council authorizes City employees to install two-hour parking signage on certain portions of High and Broadway Streets, and that said regulation shall be enforced pursuant to Ordinance 2022-08 and Ohio Basic Code § 76.04.

Section 3. The owner of a vehicle shall be entitled to establish nonliability for prosecution for violation of this Ordinance by proving the vehicle was in the care, custody, or control of a person other than the owner at the time of the violation pursuant to a written rental or lease agreement or affidavit providing that except for such agreement, no other business relationship with respect to the vehicle in question exists between the operator and owner. Proof that the vehicle was in the care, custody, or control of a person other than the owner shall be established by sending a copy of such written rental or lease agreement or affidavit to the

Ordinance 2022-35

Page 2

prosecuting authority within thirty days from the date of receipt by the owner of the notice of violation. The furnishing of a copy of a written rental or lease agreement or affidavit shall be prima-facie evidence that a vehicle was in the care, custody, or control of a person other than the owner.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to passing this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this day of , 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2022 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2022

Effective Date – / /2023

Second Reading – / /2023

Third Reading– / /2023

Vote - ____ Yeas

____ Nays

Ordinance 2022-35

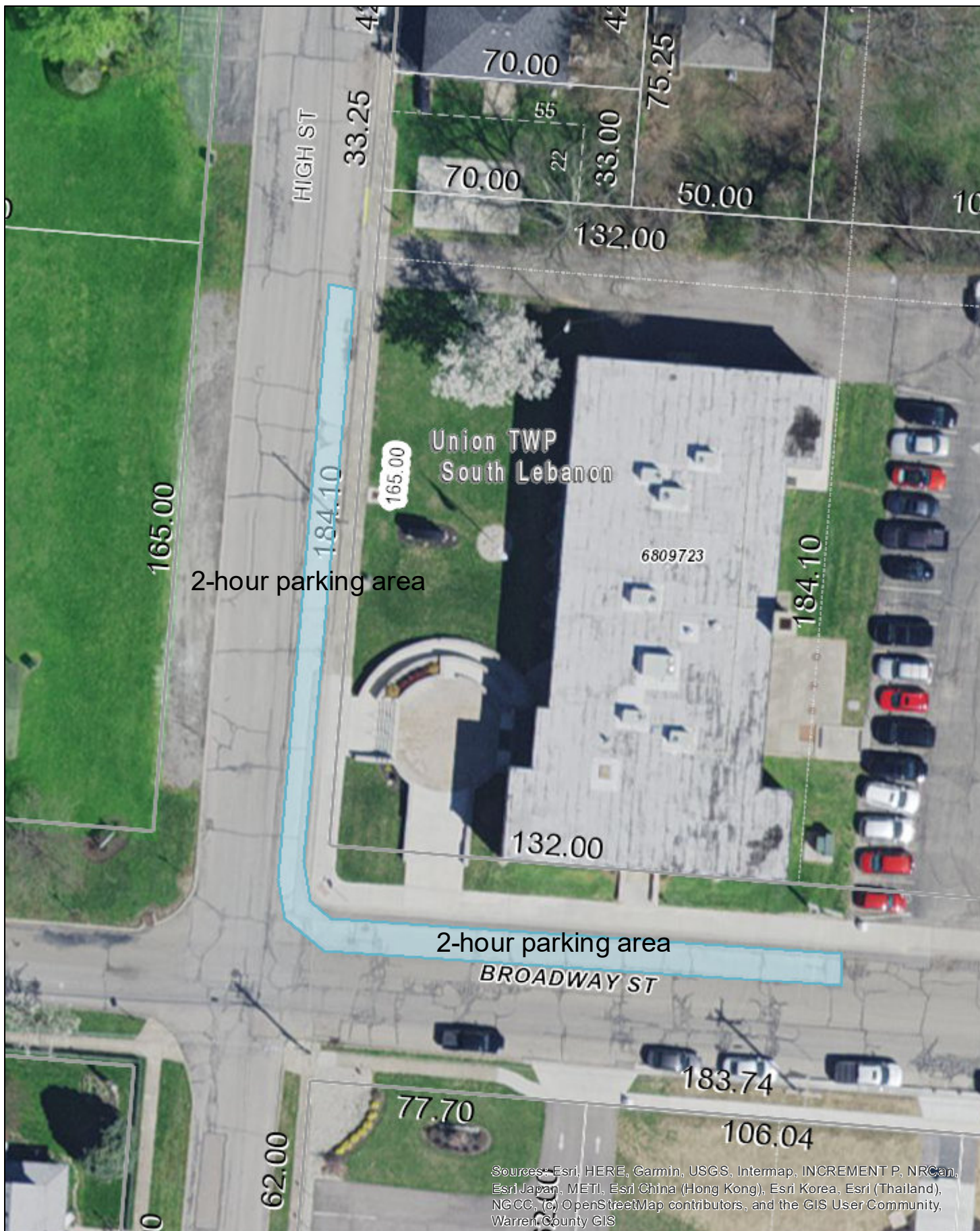
Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2023



Date: 12/13/2022

Cadastral Lines	2-hour Parking area	1 inch = 47 feet
<p>Corporate Line</p> <p>County Line</p> <p>Farm Lot Line</p> <p>Auditors Tract Line</p> <p>Civil Township Line</p> <p>Parcel Line</p> <p>RO W Unknown Width Line</p> <p>Road ROW</p> <p>School Line</p> <p>Subdivision Unit Line</p> <p>Section Line</p> <p>Hardware</p> <p>Subdivision Lot Line</p> <p>Township and Range Line</p> <p>Tract Line</p> <p>VMS Line</p> <p>Vacated Road Line</p>	<p>The provider makes no warranty or representation with respect to its 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>	



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 Administrator

Date: 12-9-2022

Subject: Pauline Drive Stormwater Project

On December 6, 2022, at 10:00 AM, we had the bid opening for the Pauline Drive Stormwater Project. Our engineers, Choice One Engineering, estimated this project at \$418,828.00. We had 12 companies submit bids for the is project. The bids ranged from \$387,202.40 to \$555,570.76. Staff recommend we accept the lowest bid of \$387,202.40 from SiteWORX,LLC.

Let me know if you need any additional information.



Bid Tabulation

City of South Lebanon
Pauline Drive Stormwater Project
December 6, 2022

<div><div><div>ChoiceOne</div><div>Engineering</div></div></div>				<div><div>City of South Lebanon</div><div>Pauline Drive Stormwater Project</div><div>December 4, 2022</div></div>				<div><div>SiteWORK LLC</div><div>Lebanon, OH</div></div>		<div><div>Majors Enterprises Inc.</div><div>Morrow, OH</div></div>		<div><div>Welsh Excavation Co. Inc.</div><div>Cleveland, OH</div></div>		<div><div>Performance Site Development</div><div>Fairborn, OH</div></div>		<div><div>JTM Smith Construction, Inc.</div><div>Fayetteville, OH</div></div>		<div><div>Barrett Paving Materials Inc.</div><div>Franklin, OH</div></div>		<div><div>Moonlite Municipal Contracting</div><div>Hamilton, OH</div></div>		<div><div>SmithCorp Inc.</div><div>Cincinnati, OH</div></div>		<div><div>W.G. Stang LLC</div><div>Hamilton, OH</div></div>		<div><div>Fillmore Construction LLC</div><div>Leesburg, OH</div></div>		<div><div>Stauffer Site Services LLC</div><div>Morrow, OH</div></div>		<div><div>Civil Solutions Associates, Inc.</div><div>Cincinnati, OH</div></div>	
REF.	ITEM	UNIT	APPROX. QTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	201	CLEARING AND GRUBBING, AS PER PLAN	LUMP	1	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$15,995.00	\$15,995.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$15,000.00	\$15,000.00	\$5,505.00	\$5,505.00	\$5,000.00	\$7,550.00	\$5,000.00	\$7,550.00		
2	202	REMOVED, AS PER PLAN	LUMP	1	\$12,000.00	\$12,000.00	\$15,635.00	\$15,635.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$9,950.00	\$9,950.00	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$40,000.00			
3	202	CURB AND GUTTER REMOVED	FT.	58	\$75.00	\$4,350.00	\$33.50	\$1,943.00	\$10.00	\$580.00	\$15.00	\$870.00	\$12.00	\$696.00	\$40.00	\$2,320.00	\$13.50	\$783.00	\$36.25	\$2,102.50	\$10.00	\$580.00	\$10.00	\$580.00	\$20.00	\$1,160.00	\$25.45	\$1,476.10			
4	202	CURB REMOVED	FT.	75	\$50.00	\$3,750.00	\$31.50	\$2,362.50	\$10.00	\$750.00	\$15.00	\$1,125.00	\$12.00	\$900.00	\$40.00	\$3,000.00	\$11.00	\$825.00	\$31.25	\$2,343.75	\$10.00	\$750.00	\$10.00	\$750.00	\$20.00	\$1,500.00	\$30.39	\$2,279.25			
5	202	WALK REMOVED	S.F.	221	\$10.00	\$2,210.00	\$7.85	\$1,734.85	\$6.00	\$1,326.00	\$2.00	\$442.00	\$4.00	\$884.00	\$12.00	\$2,652.00	\$8.00	\$1,768.00	\$4,199.00	\$5.00	\$1,105.00	\$2.00	\$442.00	\$5.00	\$1,105.00	\$5.00	\$1,105.00	\$9.28	\$2,050.88		
6	204	SUBGRADE COMPACTION	S.Y.	732	\$4.00	\$2,928.00	\$19.50	\$14,274.00	\$4.00	\$2,928.00	\$2.00	\$1,464.00	\$2.00	\$1,464.00	\$10.00	\$7,320.00	\$6.75	\$4,941.00	\$5.50	\$4,026.00	\$2.50	\$1,830.00	\$1.00	\$732.00	\$5.00	\$3,660.00	\$3.58	\$2,620.56			
7	301	ASPHALT CONCRETE BASE, PG64-22	C.Y.	158	\$225.00	\$35,550.00	\$305.50	\$48,269.00	\$450.00	\$71,100.00	\$300.00	\$47,400.00	\$565.00	\$89,270.00	\$450.00	\$71,100.00	\$280.00	\$44,240.00	\$343.25	\$54,233.50	\$280.00	\$44,240.00	\$400.00	\$63,200.00	\$240.00	\$37,920.00	\$425.00	\$67,150.00			
8	304	AGGREGATE BASE	C.Y.	4	\$250.00	\$1,000.00	\$212.00	\$848.00	\$75.00	\$300.00	\$80.00	\$320.00	\$110.00	\$440.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$150.00	\$600.00	\$75.00	\$300.00	\$100.00	\$400.00	\$65.00	\$260.00	\$500.00	\$2,000.00			
9	407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	43	\$50.00	\$2,150.00	\$5.35	\$230.05	\$20.00	\$860.00	\$7.50	\$322.50	\$25.00	\$1,075.00	\$16.00	\$688.00	\$4.00	\$172.00	\$53.75	\$2,311.25	\$5.00	\$215.00	\$10.00	\$430.00	\$5.00	\$215.00	\$10.00	\$430.00			
10	441	2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449) PG 64-22	C.Y.	40	\$275.00	\$11,000.00	\$368.50	\$14,740.00	\$500.00	\$20,000.00	\$400.00	\$16,000.00	\$580.00	\$23,200.00	\$500.00	\$20,000.00	\$550.00	\$22,000.00	\$404.00	\$116,160.00	\$380.00	\$11,200.00	\$500.00	\$20,000.00	\$300.00	\$12,000.00	\$475.00	\$19,000.00			
11	608	4" CONCRETE WALK	S.F.	170	\$30.00	\$5,100.00	\$29.00	\$4,930.00	\$20.00	\$3,400.00	\$20.00	\$3,400.00	\$13.00	\$2,210.00	\$16.00	\$2,720.00	\$16.00	\$2,720.00	\$22.00	\$3,740.00	\$11.00	\$1,870.00	\$10.00	\$1,700.00	\$15.00	\$2,550.00	\$12.00	\$2,040.00			
12	608	CURB RAMP	S.F.	51	\$75.00	\$3,825.00	\$29.00	\$1,479.00	\$40.00	\$2,040.00	\$75.00	\$3,825.00	\$26.00	\$1,326.00	\$30.00	\$1,530.00	\$32.00	\$1,632.00	\$37.50	\$1,912.50	\$55.00	\$2,805.00	\$20.00	\$1,020.00	\$25.00	\$1,275.00	\$25.00	\$1,275.00			
13	609	TYPE 6 BARRIER CURB	FT.	75	\$80.00	\$6,750.00	\$70.00	\$5,250.00	\$75.00	\$5,625.00	\$100.00	\$7,500.00	\$59.00	\$4,425.00	\$30.00	\$2,250.00	\$65.00	\$4,875.00	\$53.00	\$3,975.00	\$75.00	\$5,625.00	\$50.00	\$3,750.00	\$100.00	\$7,500.00	\$35.00	\$2,162.50			
14	609	COMBINATION CURB AND GUTTER, TYPE 2	FT.	58	\$80.00	\$5,220.00	\$74.50	\$4,321.00	\$80.00	\$4,640.00	\$100.00	\$5,800.00	\$62.00	\$3,596.00	\$30.00	\$1,740.00	\$70.00	\$4,060.00	\$65.50	\$3,799.00	\$75.00	\$4,350.00	\$60.00	\$3,480.00	\$100.00	\$5,800.00	\$45.00	\$2,610.00			
15	611	4" CONDUIT, TYPE B, 707-45, STORM REPAIR	FT.	20	\$80.00	\$1,600.00	\$62.50	\$1,250.00	\$1.00	\$20.00	\$30.00	\$600.00	\$25.00	\$500.00	\$8.00	\$160.00	\$34.00	\$680.00	\$196.25	\$3,925.00	\$1.00	\$20.00	\$30.00	\$600.00	\$40.00	\$800.00	\$15.00	\$300.00			
16	611	8" CONDUIT, TYPE B, 707-45, STORM REPAIR	FT.	20	\$100.00	\$2,000.00	\$70.00	\$1,400.00	\$1.00	\$20.00	\$30.00	\$600.00	\$25.00	\$500.00	\$8.00	\$160.00	\$42.00	\$840.00	\$208.25	\$4,165.00	\$1.00	\$20.00	\$40.00	\$800.00	\$50.00	\$1,000.00	\$20.00	\$400.00			
17	611	6" STORM SEWER, AS PER PLAN	FT.	25	\$80.00	\$2,250.00	\$56.50	\$1,412.50	\$100.00	\$2,500.00	\$110.00	\$2,750.00	\$48.00	\$1,200.00	\$20.00	\$500.00	\$46.00	\$1,150.00	\$260.00	\$6,500.00	\$155.00	\$3,875.00	\$90.00	\$2,250.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00			
18	611	12" STORM SEWER, AS PER PLAN	FT.	33	\$125.00	\$4,125.00	\$132.00	\$4,356.00	\$115.00	\$13,050.00	\$130.00	\$15,900.00	\$78.00	\$2,374.00	\$80.00	\$2,640.00	\$100.00	\$3,300.00	\$228.50	\$7,474.50	\$185.00	\$6,105.00	\$100.00	\$3,300.00	\$200.00	\$6,600.00	\$75.00	\$2,475.00			
19	611	15" STORM SEWER, AS PER PLAN	FT.	492	\$150.00	\$73,800.00	\$115.00	\$56,580.00	\$125.00	\$61,500.00	\$160.00	\$78,720.00	\$120.00	\$59,040.00	\$140.00	\$68,880.00	\$170.00	\$83,640.00	\$131.75	\$64,821.00	\$205.00	\$100,860.00	\$200.00	\$98,400.00	\$205.00	\$100,860.00	\$265.00	\$130,380.00			
20	611	15" RCP CL IV STORM SEWER AS PER PLAN	FT.	41	\$200.00	\$8,200.00	\$135.50	\$5,555.50	\$160.00	\$6,560.00	\$153.00	\$6,273.00	\$120.00	\$4,920.00	\$200.00	\$8,200.00	\$180.00	\$7,380.00	\$308.50	\$12,648.50	\$225.00	\$9,225.00	\$200.00	\$8,200.00	\$180.00	\$7,380.00	\$100.00	\$4,100.00			
21	611	18" STORM SEWER, AS PER PLAN	FT.	128	\$240.00	\$30,720.00	\$135.00	\$17,280.00	\$135.00	\$17,280.00	\$188.00	\$24,064.00	\$118.00	\$15,104.00	\$80.00	\$10,240.00	\$165.00	\$21,120.00	\$131.75	\$16,864.00	\$225.00	\$28,800.00	\$225.00	\$28,800.00	\$280.00	\$35,840.00	\$275.00	\$35,200.00			
22	611	24" STORM SEWER, AS PER PLAN	FT.	112	\$75.00	\$8,400.00	\$155.50	\$48,516.00	\$160.00	\$48,920.00	\$265.00	\$80,680.00	\$187.00	\$58,344.00	\$130.00	\$40,560.00	\$195.00	\$60,840.00	\$229.50	\$71,604.00	\$265.00	\$80,680.00	\$250.00	\$78,000.00	\$380.00	\$98,600.00	\$285.00	\$88,820.00			
23	611	30" STORM SEWER, AS PER PLAN	FT.	36	\$300.00	\$10,800.00	\$178.50	\$6,426.00	\$170.00	\$6,120.00	\$431.00	\$15,516.00	\$145.00	\$5,220.00	\$190.00	\$6,840.00	\$265.00	\$9,540.00	\$343.75	\$12,375.00	\$315.00	\$11,340.00	\$325.00	\$11,700.00	\$500.00	\$18,000.00	\$300.00	\$10,800.00			
25	611	TYPE 3 STORM MANHOLE, AS PER PLAN	EACH	6	\$6,000.00	\$36,000.00	\$5,131.00	\$30,786.00	\$7,500.00	\$45,000.00	\$5,000.00	\$30,000.00	\$4,250.00	\$25,500.00	\$6,200.00	\$37,200.00	\$6,500.00	\$39,000.00	\$10,112.50	\$60,675.00	\$8,500.00	\$51,000.00	\$5,000.00	\$30,000.00	\$5,000.00	\$30,000.00	\$5,500.00	\$33,000.00			
26	611	TYPE 1 CATCH BASIN, AS PER PLAN	EACH	2	\$3,000.00	\$6,000.00	\$3,290.00	\$6,580.00	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$2,450.00	\$4,900.00	\$5,400.00	\$10,800.00	\$4,000.00	\$8,000.00	\$5,369.50	\$10,739.00	\$6,000.00	\$12,000.00	\$2,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00			
27	611	2-2C CATCH BASIN, AS PER PLAN	EACH	1	\$3,000.00	\$3,000.00	\$2,792.00	\$2,792.00	\$2,500.00	\$2,500.00	\$3,720.00	\$3,720.00	\$1,950.00	\$1,950.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$5,135.25	\$5,135.25	\$4,750.00	\$4,750.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$5,000.00			
28	611	SANITARY SEWER LATERAL REPAIR, AS PER PLAN	FT.	200	\$50.00	\$10,000.00	\$159.00	\$31,800.00	\$135.00	\$27,000.00	\$80.00	\$16,000.00	\$95.00	\$19,000.00	\$100.00	\$20,000.00	\$45.00	\$9,000.00	\$41.50	\$8,300.00	\$75.00	\$15,000.00	\$40.00	\$8,000.00	\$100.00	\$20,000.00	\$50.00	\$10,000.00			
29	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$10,000.00	\$10,000.00	\$23,470.00	\$23,470.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$12,495.00	\$12,495.00	\$37,250.00	\$37,250.00	\$35,000.00	\$35,000.00	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$8,000.00	\$13,800.00			
30	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$5,000.00	\$5,000.00	\$2,031.00	\$2,031.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$3,950.00	\$3,950.00	\$8,200.00	\$8,200.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,500.00	\$8,625.00			
31	636	WATER WORKS, MISC., 6" WATER MAIN RELOCATED, AS PER PLAN	FT.	30	\$300.00	\$9,000.00	\$487.00	\$14,610.00	\$250.00	\$7,500.00	\$300.00	\$9,000.00	\$242.00	\$7,260.00	\$140.00	\$4,200.00	\$325.00	\$9,750.00	\$394.75	\$11,842.50	\$350.00	\$10,500.00	\$400.00	\$12,000.00	\$300.00	\$9,000.00	\$100.00	\$3,000.00			
32	638	WATER WORKS, MISC., WATER SERVICE LINE RELOCATED, AS PER PLAN	FT.	200	\$75.00	\$15,000.00	\$68.00	\$13,600.00	\$100.00	\$20,000.00	\$50.00	\$10,000.00	\$85.00	\$17,000.00	\$30.00	\$6,000.00	\$80.00	\$16,000.00	\$55.75	\$11,150.00	\$60.00	\$12,000.00	\$30.00	\$6,000.00	\$100.00	\$20,000.00	\$20.00	\$4,000.00			
33	639	SEEDING AND MULCHING, AS PER PLAN	S.Y.	400	\$15.00	\$6,000.00	\$4.05	\$1,620.00	\$1.00	\$400.00	\$12.00	\$4,800.00	\$14.85	\$5,940.00	\$8.00	\$3,200.00	\$7.50	\$3,000.00	\$10.75	\$4,300.00	\$2.50	\$1,000.00	\$10.00	\$4,000.00	\$5.00	\$2,000.00	\$5.00	\$2,000.00			
TOTAL					\$418,828.00		\$387,202.40		\$397,684.00		\$400,591.50		\$401,128.00		\$408,910.00		\$425,091.00		\$429,786.25		\$440,165.00		\$444,834.00		\$457,690.00		\$477,376.00		\$555,570.76		

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-53**

A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO SITEWORX, LLC FOR THE CONSTRUCTION OF THE PAULINE DRIVE STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the City published invitations to bid for the Memorial Park Stormwater Drainage Project with the bid opening on December 6, 2022; and,

WHEREAS, Siteworx, LLC submitted the apparent low base bid with a bid of \$387,202.40; and,

WHEREAS, the City Administrator has reviewed all of the bids submitted and recommends that the contract for this Project be awarded to Siteworx, LLC in the amount of \$387,202.40; and,

WHEREAS, given that the bids are valid for sixty (60) days from the bid opening date of December 6, 2022, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. Approve the issuance of a Notice of Award to Siteworx, LLC (Contractor) and further authorize the Mayor and Fiscal Officer to execute the Project Contract after approval as to form by the City Solicitor and execution by the Contractor.

Section 2. Upon full execution of the Project Contract, the Mayor and Fiscal Officer are further authorized to execute and send a Notice to Proceed to the Contractor.

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

Resolution 2022-53

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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 passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 15th day of December, 2022.

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

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

Prepared by and approved as to form:
ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: //2022

NOTICE OF AWARD

Owner: City of South Lebanon
Project: Pauline Drive Stormwater Project
Bidder: SiteWORX LLC
Bidder's Address: 3800 Turtlecreek Road, Lebanon, OH 45036

TO BIDDER:

You are notified that Owner has accepted your Bid dated 12-6-2022 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

The storm sewer improvements from the existing detention basin on Mary Lane between 541 and 553 to the connection point under Pauline Drive in front of the residences at 584 and 590 Pauline Drive.

The Contract Price of the awarded Contract is: \$ 387,202.40

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: City of South Lebanon

Authorized Signature

By: James Smith

Title: Mayor

Date of Issuance: _____

AGREEMENT

This Agreement is by and between City of South Lebanon ("Owner") and ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor must complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The storm sewer improvements from the existing detention basin on Mary Lane between 541 and 553 to the connection point under Pauline Drive in front of the residences at 584 and 590 Pauline Drive.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of South Lebanon Pauline Drive Stormwater Project

ARTICLE 3—ENGINEER

- 3.01 The Project has been designed by Choice One.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

The Work will be substantially complete on or before July 21, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 28, 2023.

- 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$400.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$400.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract: for all Work, at the prices stated in Contractor's Unit Price Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor must submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner will make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Unit Price Work based on the number of units completed.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 92 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of the

unit price of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner will pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate allowed by law at the place of the Project.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Performance/Payment Bonds.
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Federal Requirements
 - 6. Specifications as listed in the table of contents on page S-1
 - 7. Drawings (not attached but incorporated by reference) consisting of 10 sheets with each sheet bearing the following general title: Pauline Drive Stormwater Project.
 - 8. Addenda (numbers 1 to 1).
 - 9. Exhibits to this Agreement:
 - a. Contractor's Bid.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Notice of Commencement.
 - c. Certificate of Owner's Attorney.
 - d. Certificate of Owner's Financial Officer.
 - 11. The following which must be completed before payment(s) is issued and are not attached hereto:
 - a. Application for Payment.

- b. Change Orders.
 - c. Partial Release of Liens and Claims.
- 12. The following which must be completed before final payment is issued and are not attached hereto:
 - a. Application for Payment.
 - b. Change Orders.
 - c. Final Release of Liens and Claims.
 - d. Affidavit – Municipal Income Tax.
 - e. Affidavit of Compliance, Prevailing Wages.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied, if any, the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect

to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

The most recent date between the two parties below will be the Effective Date of the Contract.

Owner: <u>City of South Lebanon</u> <i>(typed or printed name of organization)</i>	Contractor: <u>SiteWORX, LLC</u> <i>(typed or printed name of organization)</i>
By: _____ <i>(individual's signature)</i>	By: _____ <i>(individual's signature)</i>
Date: _____ <i>(date signed)</i>	Date: _____ <i>(date signed)</i>
Name: <u>James Smith</u> <i>(typed or printed)</i>	Name: _____ <i>(typed or printed)</i>
Title: <u>Mayor</u> <i>(typed or printed)</i>	Title: _____ <i>(typed or printed)</i>
Attest: _____ <i>(individual's signature)</i>	Attest: _____ <i>(individual's signature)</i>
Title: _____ <i>(typed or printed)</i>	Title: _____ <i>(typed or printed)</i>
Address for giving notices: <u>10 N. High Street</u> <u>South Lebanon, Ohio 45065</u>	Address for giving notices: <u>3800 Turtlecreek Rd</u> <u>Lebanon, Ohio 45036</u>
Phone: <u>513-494-2296</u>	Phone: <u>513-229-0295</u>
Email: <u>jsmith@southlebanonohio.org</u> <u>jhaddix@southlebanonohio.org</u>	Email: <u>Joes@swxohio.com</u>
	Federal I.D. No.: <u>27-2850156</u>

PERFORMANCE/PAYMENT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal (Contractor) and _____ as sureties, are hereby held and firmly bound unto City of South Lebanon as obligee (Owner) in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 20____, enter into a contract with the Owner, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

NOTICE TO PROCEED

Owner: City of South Lebanon

Contractor: SiteWORX, LLC

Project: Pauline Drive Stormwater Project

Owner hereby notifies Contractor that the Contract Times will commence to run on the Effective Date of the above Contract pursuant to Paragraph 4.01 of the Supplementary Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is July 21, 2023, and the date by which readiness for final payment must be achieved is July 28, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of South Lebanon

By (*signature*): _____

Name (*printed*): James Smith

Title: Mayor

Date: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

(Section 1311.252 Ohio Revised Code)

State of Ohio, County of Warren, ss:

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

(1) The Project is identified as:

Project Name: Pauline Drive Stormwater Project

Location: South Lebanon, Ohio

(2) The Public Authority responsible for the Project is:

Public Authority: City of South Lebanon

Address: 10 N. High Street, South Lebanon, Ohio 45065

(3) All principal contractors on the Project, the trade and Surety of each are as follows:

Principal Contractors Name: SiteWORX, LLC

Address: 3800 Turtlecreek Road, Lebanon, Ohio 45036

Trade: General

Surety Name and Address: Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800, Plymouth, MN 55441

(4) The name & address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name: James Smith

Address: 10 N. High Street, South Lebanon, Ohio 45065

(5) The Public Authority first executed a contract with a principal contractor for the Project on the signature date below.

Public Authority: City of South Lebanon

Signature: _____

Title: Mayor

Date: _____

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she verily believes and further that he/she is fully authorized by the Public Authority to give said notice.

Sworn to before me and subscribed in my presence on this _____ day of _____, _____.

Notary Public

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Andrew P. Meier, the duly authorized and acting legal representative of City of South Lebanon do hereby certify as follows:

I have examined the attached contract(s), surety bonds, insurance, and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents meets the requirements set forth within and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

WITNESS:

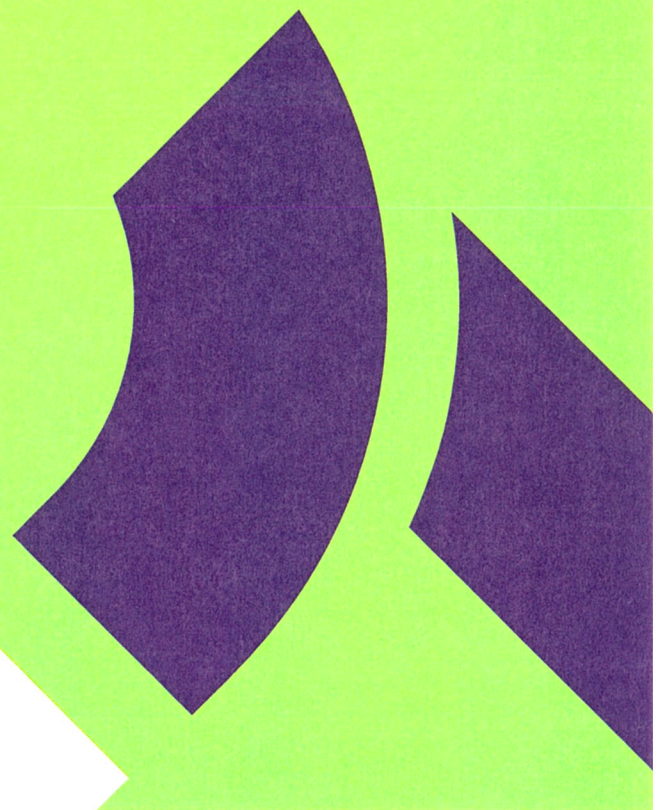
I, Petrina D. Williama, Fiscal Officer, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of City of South Lebanon, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Fiscal Officer

Date

SEAL:

Bid Forms



BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of South Lebanon, Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security
 - B. Affidavit of Bidder Regarding Delinquent Personal Property Tax

ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the following indicated unit prices.
 - B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
201	CLEARING AND GRUBBING, AS PER PLAN	LUMP	1	1.00	1.00
202	REMOVED, AS PER PLAN	LUMP	1	15,635.00	15,635.00
202	CURB AND GUTTER REMOVED	FT.	58	33.50	1,943.00
202	CURB REMOVED	FT.	75	31.50	2,362.50
202	WALK REMOVED	S.F.	221	7.85	1,734.85
204	SUBGRADE COMPACTION	S.Y.	732	19.50	14,274.00
301	ASPHALT CONCRETE BASE, PG64-22	C.Y.	158	305.50	48,269.00
304	AGGREGATE BASE	C.Y.	4	212.00	848.00
407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	43	5.35	230.05
441	2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449) PG 64-22	C.Y.	40	368.50	14,740.00
608	4" CONCRETE WALK	S.F.	170	29.00	4,930.00
608	CURB RAMP	S.F.	51	29.00	1,479.00
609	TYPE 6 BARRIER CURB	FT.	75	70.00	5,250.00
609	COMBINATION CURB AND GUTTER, TYPE 2	FT.	58	74.50	4,321.00
611	4" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	20	56.00	1,120.00
611	6" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	20	62.50	1,250.00
611	8" CONDUIT, TYPE B, 707.45, STORM REPAIR	FT.	20	70.00	1,400.00
611	6" STORM SEWER, AS PER PLAN	FT.	25	56.50	1,412.50
611	12" STORM SEWER, AS PER PLAN	FT.	33	132.00	4,356.00
611	15" STORM SEWER, AS PER PLAN	FT.	492	115.00	56,580.00
611	15" RCP CL IV STORM SEWER AS PER PLAN	FT.	41	135.50	5,555.50
611	18" STORM SEWER, AS PER PLAN	FT.	128	135.00	17,280.00
611	24" STORM SEWER, AS PER PLAN	FT.	312	155.50	48,516.00
611	30" STORM SEWER, AS PER PLAN	FT.	36	178.50	6,426.00
611	TYPE 3 STORM MANHOLE, AS PER PLAN	EACH	6	5,131.00	30,786.00
611	TYPE 1 CATCH BASIN, AS PER PLAN	EACH	2	3,290.00	6,580.00
611	2-2C CATCH BASIN, AS PER PLAN	EACH	1	2,792.00	2,792.00
611	SANITARY SEWER LATERAL REPAIR, AS PER PLAN	FT.	200	159.00	31,800.00
614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	23,470.00	23,470.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	2,031.00	2,031.00
638	WATER WORKS, MISC.: 6" WATER MAIN RELOCATED, AS PER PLAN	FT.	30	487.00	14,610.00
638	WATER WORKS, MISC.: WATER SERVICE LINE RELOCATED, AS PER PLAN	FT.	200	68.00	13,600.00
659	SEEDING AND MULCHING, AS PER PLAN	S.Y.	400	4.05	1,620.00
TOTAL					387,202.40

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	December 1 2022

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied, if any, the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder hereby submits this Bid as set forth above:

Bidder: SITEWORX, LLC
(typed or printed name of organization)

By: Joe P. Smith
(individual's signature)

Name: Joe P. Smith
(typed or printed)

Title: Vice President of Estimating
(typed or printed)

Date: 12/6/22
(typed or printed)

Attest: [Signature]
(individual's signature)

Name: MATHEW SMITH
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 12/6/22
(typed or printed)

Address for giving notices:

3800 Turtle Creek Rd
LEBANON, OH 45036

Phone: (513) 229-0295

Email: JOES@SWXOHIO.COM

Federal I.D. Number: 27-2850156

Do you employ 5 or more employees? YES ☒ NO ☐

If Bidder is a corporation, a partnership, or a joint venture, evidence of authority to sign may be required, if requested.

BID GUARANTEE BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned SiteWORX, LLC, 3800 Turtlecreek Road, Lebanon, OH 45036 as Principal (Bidder) and Atlantic Specialty Insurance Company as Sureties, are hereby held and firmly bound unto City of South Lebanon as Obligee (Owner), in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on December 6, 2022 to undertake the Project known as Pauline Drive Stormwater Project. The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a Bid for the above referenced project.

Now, therefore, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by Obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this 6th day of December, 2022.

PRINCIPAL:

☒ SiteWORX, LLC

By: 

Title: Vice President

SURETY:

☒ Atlantic Specialty Insurance Company

By: 

Attorney-in-Fact Nancy Nemec

SURETY INFORMATION:

605 Highway 169 North, Suite 800

Street

Plymouth

MN

55441

City

State

Zip

952-852-2431

Telephone Number

SURETY AGENT'S INFORMATION:

AssuredPartners

Agency Name

5905 E. Galbraith Road, Suite 5000

Street

Cincinnati

OH

45236

City

State

Zip

513-475-3376

Telephone Number



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Stella Adams, G. Dale Derr, Tammy Masterson, Mark Nelson, Nancy Nemec, Randal T. Noah, Liz Ohl, Katie Rose, Tiffiany Gobich, Evan R. Derr, Audria Coleman, Kelsey Becker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

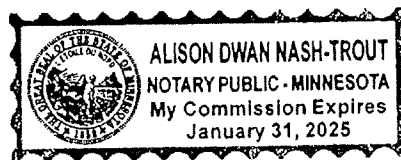
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of December, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary




Atlantic Specialty Insurance Company
Period Ended 12/31/2021

Dollars displayed in thousands


Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,827,267	Loss Reserves	\$ 1,012,842
Preferred Stocks	-	Loss Adjustment Expense Reserves	307,403
Common Stocks	907,728	Total Loss & LAE Reserves	<u>1,320,246</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	655,993
Contract Loans	-	Total Reinsurance Liabilities	24,180
Derivatives	-	Commissions, Other Expenses, and Taxes due	63,766
Cash, Cash Equivalents & Short Term Investments	174,241	Derivatives	-
Other Investments	20,131	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	<u>2,929,367</u>	All Other Liabilities	<u>442,340</u>
		Total Liabilities	<u>2,506,525</u>
Premiums and Considerations Due	288,964	Capital and Surplus	
Reinsurance Recoverable	24,105	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	56,353	Preferred Capital Stock	-
All Other Admitted Assets	59,690	Surplus Notes	-
Total Admitted Assets	<u>3,358,479</u>	Unassigned Surplus	165,606
		Other Including Gross Contributed	677,347
		Capital & Surplus	<u>851,954</u>
		Total Liabilities and C&S	<u>3,358,479</u>

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 14th day of March, 2022.


Notary Public



My Commission Expires January 31, 2025

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/24/2022

Effective 04/02/2022

Expires 04/01/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

ATLANTIC SPECIALTY INSURANCE COMPANY

of New York is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,358,478,513, liabilities in the amount of \$2,506,524,634, and surplus of at least \$851,953,879.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



**AFFIDAVIT OF BIDDER REGARDING
DELINQUENT PERSONAL PROPERTY TAXES**
(Section 5719.042 Ohio Revised Code)

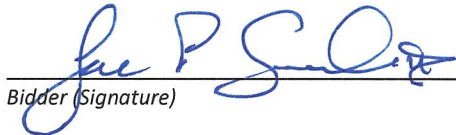
STATE OF OHIO
COUNTY OF WARREN

To: City of South Lebanon

The undersigned, being first duly sworn, hereby states that:

- ☒ We were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.
- ☐ We were charged with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory. The amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon is \$_____.

Bidder must select one of the above statements.


Bidder (Signature)

Sworn to before me and subscribed in my presence this 6th day of December, 2022


Notary Public

Commission Expires: JANUARY 24, 2027



AMY SHERER
Notary Public, State of Ohio
My Commission Expires
January 24, 2027



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: December 13, 2022
Subject: Frank/Snyder Pre-Annexation Agreement

Attached is a resolution and pre-annexation agreement with Charles Frank & Amy Snyder for their 4.37 acre property located at 627 Mason-Morrow-Millgrove Road located along the Little Miami River on the east side of the River Bluffs Mobile Home Park. They would like access to City water and we are able to extend water to that property.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-54**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO SIGN
A PRE-ANNEXATION AGREEMENT WITH CHARLES D. FRANK AND AMY L.
SNYDER, AND DECLARING AN EMERGENCY**

WHEREAS, Charles D. Frank and Amy L. Snyder are the current owner of a certain property located at 627 Mason-Morrow-Millgrove Road containing 4.37 acres in Union Township, Warren County, Ohio, (Sidwell# 13-31-200-004); and

WHEREAS, Charles D. Frank and Amy L. Snyder are requesting to annex to the City of South Lebanon; and

WHEREAS, immediate action is required to expedite filing of annexation documents with the Warren County Board of Commissioners, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. The City Council does hereby authorize the Mayor and Fiscal Officer to execute the attached Agreement, as approved as to form by the City Solicitor, attached hereto and incorporated by reference.

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

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing 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. 2022-54

Page 2

Adopted this ____ day of _____, 2022.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2022

AGREEMENT

This Agreement is made and entered into on this 12th day of December, 2022, by and between the City of South Lebanon, Ohio, an Ohio municipal corporation ("South Lebanon" or "City") and Charles D. Frank and Amy L. Snyder, husband and wife ("the Owners"), for the purpose of providing certain municipal services to real estate owned by Owners and located at 627 Mason-Morrow-Millgrove Road, Morrow, Ohio 45152 (the "Frank Property"), upon its annexation to South Lebanon, which real estate is more particularly described and shown in "Exhibit A" attached hereto.

WHEREAS, the Frank Property is approximately 4.37 acres and is now located in unincorporated Union Township, Warren County, Ohio, being Warren County Auditor's Parcel No. 13-31-200-004; and

WHEREAS, the Owners seek to annex to South Lebanon and obtain water service from South Lebanon for the entire Property that is located in close proximity to, but is not currently within, the South Lebanon corporate limits or South Lebanon's water service area; and

WHEREAS, South Lebanon requires that new users of South Lebanon municipal sanitary sewer and water services be located within the corporate limits of South Lebanon.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is agreed by South Lebanon and the Owners as follows:

(1) **Annexation**

(A) The Owners shall petition for annexation of all of the Frank Property to South Lebanon individually, at their sole cost and expense, or together with other properties at a proportionately shared cost and expense, at such time as South Lebanon may request annexation of all of the Frank Property. The Owner shall, within thirty (30) days following receipt of any written request for annexation from South Lebanon, cause a petition to be filed with the Warren County Board of Commissioners requesting annexation of their property, together with any other properties desiring to annex to South Lebanon, and will support such petition in any and all proceedings before the Warren County Board of Commissioners as may be necessary to accomplish annexation of all of the Frank Property to South Lebanon.

(B) The Owners may petition, at their sole cost and expense, for annexation of all of the Frank Property to South Lebanon at any time they deem annexation appropriate, and South Lebanon will support the petition in any and all proceedings before the Warren County Board of Commissioners and such other actions and/or proceedings as may be necessary to accomplish annexation of all of the Frank Property to South Lebanon.

(C) South Lebanon may, in its sole discretion and at its own cost, continue to support and/or prosecute the annexation and any other proceedings relating to the annexation beyond the proceedings before the Warren County Board of Commissioners, including any referendum or

court proceedings, including mandamus, injunction, and appeal, until the matter is finally determined beyond any right of referendum or appeal. The Owners agrees that they shall continue to sign, support, and prosecute the annexation through the final conclusion of all proceedings, including any referendum or court proceedings for so long as South Lebanon elects to support the annexation at its cost, fees, and expenses. The Owners may also independently support and defend the annexation at their cost irrespective of whether South Lebanon elects to proceed at its cost, and South Lebanon agrees to continue to support the annexation at Owners' cost.

(D) Owners agree to support the Petition and not remove their name from the Petition so long as their signatures remain effective within the statutory period provided by law before the petition is filed and agree to continue to support the annexation to the City throughout the annexation process after the petition is filed, including any appeal, mandamus or other court action. Owners further agree to sign and support a new annexation petition, should the initial petition fail or should a new petition become necessary to accomplish the annexation, even if the annexation territory is reconfigured, as long as this Agreement is in effect and South Lebanon pays all expenses connected therewith. Should South Lebanon elect, at any time, to stop paying the costs, fees and expenses associated with any challenges to the annexation, Owners may continue to pursue the annexation, at Owners' expense, and South Lebanon agrees that it will support the annexation for so long as Owners pay all costs, fees and expenses associated with the annexation.

(2) **Commitments by South Lebanon**

(A) **Service Resolution.** The City agrees that it shall timely enact and file with the Warren County Board of County Commissioners the appropriate ordinance or resolution required by law indicating what services the City will provide to the annexation territory. Services shall be provided to the Property upon the same terms and conditions as are afforded to other properties within the City except as otherwise provided in this Agreement.

(B) **Acceptance of Annexation.** The City agrees that it is in the interest of the City to have the Property annexed into the City. Upon the approval of the annexation by the Warren County Board of County Commissioners and/or a court of law, and the City municipal clerk's receipt of the record of the annexation proceedings from the clerk of the Warren County Board of County Commissioners, the City shall timely consider and accept the annexation and process it according to law.

(C) **Zoning.** The Frank Property (now in Union Township) is currently zoned R-1A Single Family Residential (3-acre density) Zone. South Lebanon agrees that, upon annexation to South Lebanon and upon request of the Owners, staff shall recommend to the Planning Commission the South Lebanon zoning district that is most closely related to the existing Union Township R-1A Single-Family (3-acre density) zoning of the Frank Property. This Agreement is currently subject to Section 15.7.13(2) of the South Lebanon Zoning Code now in effect, which provides that upon annexation, newly annexed property (the Frank Property) shall be classified as being in whichever district established by these Regulations most closely resembles the zoning district that existed in the annexation as recommend by the Planning Commission and approved by Council. The parties agree that this Agreement shall remain subject to Section 15.7.13 currently in effect for the rezoning of the Frank Property upon annexation to South Lebanon, unless otherwise mutually agreed to by the parties in writing.

(D) Utilities. Upon the execution of this Agreement by all parties, South Lebanon will make public water service available to the Frank Property within a reasonable time. Upon payment of the current water connection fee and all other required fees provided by City ordinances, the Owner may connect to the City's public water system and shall be charged the "Outside Corporation" rate. Upon the completion of and acceptance of the annexation of the Frank Property by City Council beyond any right of referendum or appeal, South Lebanon will then charge the "Inside Corporation" rate to the Frank Property for water service and municipal trash and recycling collection shall commence on the property..

(3) **Binding Effect**

This Agreement shall be a covenant running with the land and shall inure to the benefit of and be binding upon the Frank Property and the respective successors and assigns of the parties hereto. This Agreement comprises the complete agreement between the parties. There is no guarantee that the property will be annexed. If a dispute arises, the appropriate courts of Warren County, Ohio shall have jurisdiction to resolve any disputes unless the parties mutually agree in writing to mediate or arbitrate the disputed matter.

(4) **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

(5) **Wording**

Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures hereto.

(6) **Construction/Entire Agreement**

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement shall constitute the entire agreement of South Lebanon and the Owner, and no oral, verbal, or implied agreement or understanding shall cancel, modify, or vary the terms of this Agreement. This Agreement may be amended or modified only by a writing executed by the Parties and their duly authorized officers or representatives where applicable.

(7) **Severability.**

If, for any reason, one or more articles, sections, sentences, clauses or parts of this Agreement are held invalid, void or unenforceable by any court of law or duly authorized public body to any extent, such provision shall be enforced to the greatest extent permitted by law. Such determination shall not affect, impair, invalidate or prejudice in any way the validity of the remaining portions of this Agreement in any other instance, which shall be enforced to the greatest extent permitted by law.

(8) **Applicable Law.**

This Agreement shall be governed by, construed, and interpreted in accordance with the ordinances of the City of South Lebanon and the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person and the Property by any state court with original jurisdiction and venue in Warren County Ohio having jurisdiction over the subject matter.

(9) **Headings and Captions.**

Headings and captions in this Pre-Annexation Agreement are for the convenience of reference only and shall not limit or affect the meaning hereof.

(10) **Waiver.**

No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.

(11) **Authority and Effective Date**

The parties represent that each of the undersigned has the authority and capacity to sign on behalf of each of them in the capacity shown below and executed this Agreement in such authorized capacity on date written below. This Agreement is effective on the date last executed.

EXHIBIT A

Situated in the Township of Union, Warren County, State of Ohio and more particularly described as follows:

Situated in the County of Warren in the State of Ohio and in the Township of Union: Being a part of Section 31, Township 5, Range 3, and being bounded and described as follows: Beginning at a stake at low water mark of the Little Miami River at the southeast corner of Tract No. 9 of a division of the lands of the King Powder Company, made December, 1919; thence with the east line of said tract north 4 degrees 27 minutes east 9.17 chains to a stake; thence north 31 degrees 06 minutes east passing the north side of a 4 foot sycamore at 176 feet, 3.69 chains to the center of the Mason and Morrow Pike; thence with the centerline of said Pike, south 33 degrees 40 minutes east 7.70 chains to a stake at low water mark of the Little Miami River; thence with the meanders of the River as follows; South 64 degrees 11 minutes West, 2.88 chains, south 38 degrees 44 minutes west, 2.25 chains and south 12 degrees 29 minutes west 3.47 chains; thence north 77 degrees 17 minutes west, 2.27 chains to the place of beginning, containing 4.37 acres, more or less.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

WITNESS:

CITY OF SOUTH LEBANON, OHIO

Name _____

WITNESS:

CHARLES D. FRANK & AMY L. SNYDER

Matthew Wagner
Name Matthew Wagner

Charles D. Frank
Charles D. Frank

Amy L. Snyder
Amy L. Snyder

STATE OF OHIO

SS:

COUNTY OF WARREN

This instrument was acknowledged before me by CHARLES D. FRANK / AMY L. SNYDER the
of the City of South Lebanon, on this 12th day of
DECEMBER, 2022.

Notary Public

STATE OF OHIO

SS:

COUNTY OF HAMILTON

This instrument was acknowledged before me by
CHARLES D. FRANK & AMY L. SNYDER, the
of Charles D. Frank and Amy L. Snyder, on this 12th day of DECEMBER, 2022.



TEENA SCHWEIER
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Teena Schweiher
Notary Public



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: December 13, 2022

Subject: CDBG Grant for Hobart Street Sidewalks

Attached is a resolution along with cost estimate and map for an application to the County for Community Development Block Grant (CDBG) grant program. In reviewing potential projects, constructing sidewalks along Hobart has been brought up many times due to the high volume of pedestrian traffic throughout the year and would greatly increase the safety of those pedestrians.

The grant request would be for \$170, 248 with a local share of \$25,000 for a total estimated project cost of \$195,248.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-55**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A FISCAL YEAR 2023 (FY2023) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION AND FURTHER AUTHORIZING THE CITY ADMINISTRATOR TO PROCESS THE APPLICATION WITHOUT DELAY TO THE WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION, AND DECLARING AN EMERGENCY

WHEREAS, the deadline for FY2023 CDBG applications to be delivered to the Warren County Office of Grants Administration is January 13, 2023; and,

WHEREAS, City Staff has determined that improved pedestrian access along Hobart Street and in and around Rogers Park will improve the safety and accessibility to of City residents; and

WHEREAS, the estimated cost of each Project is as follows:

Project	City Engineer's Cost Estimate
Hobart St. Sidewalk Improvements	\$195,248.00

WHEREAS, if CDBG funding is awarded, the City will commit \$25,000 to the engineering and construction costs of this Project; and

WHEREAS, immediate action is required for the City to timely submit a FY2023 CDBG application which is due no later than Friday, January 13, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute a FY2023 CDBG application for said Project, a copy of which is attached hereto.

Resolution 2022-55 FY2023 CDBG Application

Page 2

Section 2. That the City Administrator shall process the executed Application to the Warren County Office of Grants Administration without further delay.

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 15th day of December, 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

Resolution 2022-55 FY2023 CDBG Application
Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: __/__/2022

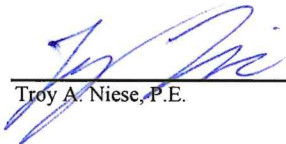
**HOBART AVENUE SIDEWALK
CITY OF SOUTH LEBANON, WARREN COUNTY
PRELIMINARY CONSTRUCTION ESTIMATE**

December 8, 2022

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST
202	MISCELLANEOUS REMOVALS	LUMP	1	\$5,000.00	\$5,000.00
203	EXCAVATION, INCLUDING EMBANKMENT CONSTRUCTION	C.Y.	450	\$25.00	\$11,250.00
304	AGGREGATE BASE (UNDER SIDEWALK AND DRIVES)	C.Y.	77	\$100.00	\$7,700.00
607	EXISTING FENCE REMOVE AND RESET	FT.	1050	\$25.00	\$26,250.00
608	CURB RAMPS	S.F.	225	\$25.00	\$5,625.00
608	4" CONCRETE WALK	S.F.	6200	\$12.00	\$74,400.00
614	MAINTAINING TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$4,000.00	\$4,000.00
659	SEEDING AND MULCHING	S.Y.	2750	\$4.00	\$11,000.00
832	EROSION CONTROL	EACH	1	\$5,000.00	\$5,000.00
CONSTRUCTION SUBTOTAL					\$160,225.00
10% CONTINGENCY					\$16,023.00
SURVEYING/ENGINEERING/CONSTRUCTION OBSERVATION AND ADMINISTRATION					\$19,000.00
PROJECT GRAND TOTAL					\$195,248.00



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost. This estimate was calculated assuming prevailing wage rates.


Troy A. Niese, P.E.


Date





Date: 12/13/2022

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

1 inch = 188 feet

FY23CDBG Project Area

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



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

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Solicitor
Jerry Haddix, City Administrator

From: Tina Williams, Fiscal Officer

Date: December 13, 2022

Subject: Final Amended Certificate

The attached amended certificate is required to be submitted to the County Auditor to authorize changes to the City's 2022 estimated revenues. These changes coincide with the final 2022 appropriation amendments presented in Ordinance 2022-29.

Mason-Morrow-Millgrove Phase II Improvement Fund

The revenue estimate is being decreased (\$222,314) from \$222,314 to \$0 for 2022 due to the delay in starting the project and receiving grant funding from the Ohio Public Works Commission. The project will be reappropriated for the 2023 budget.

Corwin-Nixon Rt 48 Improvements

The revenue estimate is being decreased (\$77,060.71) from \$419,847.58 to \$342,786.87 due to the project costs with the Ohio Department of Transportation being less than anticipated for 2022.

River's Crossing TIF Fund

The revenue estimate is being increased by \$2,000 from \$1,150,000 to \$1,152,000 to match actual revenue received and the amount appropriated for expenditures.

CITY OF SOUTH LEBANON, WARREN COUNTY
AMENDED CERTIFICATE OF ESTIMATED RESOURCES
FISCAL YEAR BEGINNING JANUARY 1, 2022

FUND	Unencumbered Fund Balance 1/1/2022	Property Tax	Other Sources	Total
GENERAL	3,156,542.44	188,000.00	2,171,000.00	
(Local Government)			24,418.60	5,539,961.04
SPECIAL REVENUE				
Street	781,491.93		432,365.00	1,213,856.93
Shepherd's Crossing Improvements	4,059.79		0.00	4,059.79
Permissive Motor Vehicle Tax	154,259.12		32,000.00	186,259.12
Homestead Public Improvements	26,421.68		0.00	26,421.68
Park	37,933.58		15,000.00	52,933.58
DUI	1,625.00		0.00	1,625.00
Mayor's Court Special Projects	3,530.93		2,000.00	5,530.93
Other TIF Fund - Rivers Crossing	4,206.72		1,152,000.00	1,156,206.72
Indigent Alcohol Monitoring	1,752.65		0.00	1,752.65
American Rescue Act	244,488.97		245,465.02	489,953.99
TIF Riverside	266,583.08		600,000.00	866,583.08
OneOhio Opioid Settlement	0.00		1,000.00	1,000.00
ENTERPRISE				
Water	2,665,084.39		925,000.00	3,590,084.39
Sewer	4,886,672.34		1,240,000.00	6,126,672.34
Sanitation	267,414.16		460,000.00	727,414.16
Deposit Trust	127,018.18		19,000.00	146,018.18
Utility Maintenance Reserve	123,201.87		100.00	123,301.87
CAPITAL PROJECTS				
Municipal Building Renovations	23,342.23		0.00	23,342.23
Mason Morrow Millgrove Imp	0.00		0.00	0.00
Corwin-Nixon Rt 48 Improvements	0.00		342,786.87	342,786.87
DEBT SERVICE				
Municipal Building BANs	0.00		7,790.80	7,790.80
CUSTODIAL FUND				
Unclaimed Funds	1,958.66		1,000.00	2,958.66
TOTALS	12,777,587.72	188,000.00	7,670,926.29	20,636,514.01



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

December 15, 2022

Matt Nolan
Warren County Auditor
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Nolan,

I am requesting an amended certificate be issued for the City of South Lebanon's Revenue Budget year beginning **January 1, 2022**.

The changes in the following funds are necessary.

River's Crossing TIF Fund – increase \$2,000

Increase in Revenue from Other Sources from \$1,150,000 to \$1,152,000.

The increase is due to actual revenue received from payments in lieu of taxes being more than anticipated.

Mason-Morrow-Millgrove Improvement Fund – decrease (\$244,314)

Decrease in Revenue from Other Sources from \$222,314 to \$0.

The decrease is due a delay in starting the project and not receiving grant funding from the Ohio Public Works Commission.

Corwin-Nixon Rt 48 Improvement Fund – decrease (\$77,060.71)

Decrease in Revenue from Other Sources from \$419,847.48 to \$342,786.87.

The decrease is due the project costs and on-behalf payments from the Ohio Department of Transportation being less than anticipated for 2022.

Thank you for your assistance.

Sincerely,

Tina Williams, CPA
Fiscal Officer
City of South Lebanon



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

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Solicitor
Jerry Haddix, Administrator

From: Tina Williams, Fiscal Officer

Date: December 13, 2022

Subject: Employee Christmas bonus

At the December 1st Council meeting, Council member, Linda Allen, inquired about issuing a Christmas bonus to the employees. Below are the bonuses that have been issued in the past.

<u>Year</u>	<u>Bonus</u>
2017	\$0
2018	\$150
2019	\$150
2020	\$200
2021	\$0

I have reviewed the year-end payroll budget and would recommend the amount be \$250 or less. If Council would like to issue a bonus this year, we would need a motion to do so along with the amount.