

**AGENDA
REGULAR MEETING OF CITY COUNCIL
JANUARY 19, 2023, 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: Richard Bertagna - Lebanon Area Chamber of Commerce

5. Floor open to the public

6. New Business: Emergency Resolution 2023-03 authorizing a contract with the Warren County Engineer's Office for the purchase of road salt for the 2023-2024 winter season

Emergency Resolution 2023-04 authorizing the submittal of a grant application to the OEPA for the Ohio Environmental Equipment Grant Program

Emergency Resolution 2023-05 approving an agreement with Energy Alliances, Inc. relative to the energy aggregation program

Emergency Resolution 2023-06 setting a Public Hearing on Thursday, February 23, 2023, at 6:00 for zoning map amendment for certain properties located on State Route 48

Ordinance 2023-02, First Reading, approving zoning map amendment for 10.655 acres of property located on State Route 48

Appointment of Vice Mayor

OKI Regional Council Board Appointment

Motion to accept the 4th quarter 2022 GovDeals Report of City Assets sold at auction

Authorization of Invoices

Authorization of Solicitor's Invoice

Approval of Meeting Minutes:

Special Meeting – October 25, 2022

Regular Meeting – January 5, 2023

7. Old Business: Resolution 2022-56, Third Reading, Council endorsement of Warren County Community Services becoming a Community Services Block Grant entity
- Ordinance 2022-35, Third Reading, Establishing a Two-Hour Parking Regulation on Broadway & High Streets
- Resolution 2023-02, Second Reading, approving Council's intent to sell unneeded, obsolete, or unfit property by internet auction and entering into a contract with GovDeals
- Ordinance 2023-01, Second Reading, to confirm the correct spelling of "Forest" Avenue in the City of South Lebanon
8. Communications and reports from City Officials and Committees:
- | | |
|------------------------|--------------------|
| a. Mayor | e. Solicitor |
| b. Fiscal Officer | f. Sergeant |
| c. Administrator | g. Council Members |
| d. Asst. Administrator | |
9. Executive Session
10. Adjournment



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

MEMORANDUM

To: Mayor & City Council

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Village Administrator

Date: January 11, 2023

Subject: Purchase of Road Salt for 2023-2024 Season

Attached is a resolution re: the County Engineer's cooperative salt purchasing program for the 2023-24 winter season. The County bids out the contract and we would order directly with the awarded vendor. This locks everything in early and we don't have to procure salt. The Engineer's Office is wanting this back by February 22nd which is why it is brought as an emergency resolution.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-03**

**A RESOLUTION AUTHORIZING CONTRACT WITH THE WARREN COUNTY
ENGINEER'S OFFICE FOR THE PURCHASE OF ROAD SALT FOR THE 2023-2024
WINTER SEASON, AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon desires an agreement to purchase road salt through the Warren County Engineer's Office Cooperative Purchasing Program; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the competitive bidding process for purchasing road salt; and,

WHEREAS, in order to save money and expedite the bidding process, it benefits the City of South Lebanon to enter into an agreement with the Board of Warren County Commissioners to participate with the Warren County Engineer's Office for road salt for the 2023-2024 winter season; and,

WHEREAS, immediate action is required to meet the deadline of February 22, 2023, to submit this resolution to the Warren County Engineer's Office, 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. That the City of South Lebanon does hereby enter into an agreement with the Board of Warren County Commissioners to participate with the Warren Country Engineer's Office for the bidding and purchase of up to 400 tons of road salt for the 2023-2024 winter season; and

Section 2. That the City of South Lebanon has allocated its own storage space to receive and store salt that is bid and awarded in this contract; and

Section 3. That the City Administrator of the City of South Lebanon is hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the Road Superintendent; and

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 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.

Section 6. 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.

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / / 2023 (if applicable)

Effective Date – / / 2023

Vote - ____ Yeas

____ Nays

First Reading – / / 2023

Effective Date – / / 2023

Second Reading – / / 2023

Third Reading – / / 2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

Memo

January 11, 2023

To: Township Trustees and City and Village Mayors, Managers or Administrators

From: Neil Tunison, County Engineer

Re: Rock Salt Bid and Purchase Program for Warren County for 2023-2024 Winter Season

This office will once again offer an opportunity for your jurisdiction to participate in the County Engineer's salt purchase program this year. The program will be exactly the same as last year.

The program will work like this: We will request a bid price for rock salt dumped at your site and one using a piler to mound it at your site as well. One price for each method will be applied to all taking part. That does not change regardless of what Item No. on the bid sheet that applies to you. You will determine the amount you expect to purchase and that amount will be placed in the first column on the Delivery and Billing Sheet (Exhibit A). The goal is for the bidder to accept that amount more or less. In other words, if you order 1,000 tons and you find you only need 500 tons, you will not be expected to purchase the entire 1,000 tons. Be advised that bidders can make exceptions to the bid that may place conditions on the bid, including minimum and maximum amounts. Those exceptions will weigh heavily on the award outcome.

Once the bid has been awarded and contract executed by the Board of County Commissioners, it will be your responsibility to set up your own purchase order based on the price bid. You will choose whether the salt will be dumped or a piler will be necessary. You will also arrange delivery of your salt to your site. To make this as efficient as possible, please verify your delivery site on Exhibit A and revise the billing information if necessary. A bid guaranty bond that would make each of you as a political subdivision the obligee of the bond is included.

To participate in the program, please have your Board or Council pass a resolution authorizing participation using the sample resolution as a guide. We would prefer the amount of requested salt be included in the resolution. If you do not have room, my office will continue to make salt sales on a pick-up basis at the County Highway Department. If the resolution does not request an amount, you will need to submit an amount in writing so that it can be included in the bid package.

Please return an executed resolution to me by Thursday, February 22, 2023 if you plan to purchase salt directly from the successful bidder. If your Board or Council cannot meet before this date, please let me know so that we can somehow accommodate your request. It was determined by our working group that timing of the bid for early April was the key to getting the best price.

This program only applies to the purchase of rock salt and does not apply to any deicing chemical solutions, such as Beet Heet or brine.

We look forward to hearing from you. If you have any questions, please contact me at (513) 695-3307, Kurt Weber at (513) 695-3306 or Bobbi Apking at (513) 695-3305. Thank you.



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

MEMORANDUM

To: Mayor & City Council

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Village Administrator

Date: January 13, 2023

Subject: Application for Ohio EPA Equipment Grant

The Ohio Environmental Agency has opened an equipment grant application for up to \$10,000.00 that can be used to purchase valve exercising equipment. The OEPA requires us to have a valve exercising program, but we do not have any power equipment to do this. Staff is recommending we apply for a Wheeler Rex Valve Exercising Trailer. The cost of this is approximately \$9,500.00.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-04**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO APPLY FOR AN OHIO ENVIRONMENTAL AGENCY EQUIPMENT
GRANT APPLICATION AND FURTHER AUTHORIZING THE CITY
ADMINISTRATOR TO PROCESS THE APPLICATION WITHOUT DELAY TO THE
OHIO ENVIRONMENTAL PROTECTION AGENCY, AND DECLARING AN
EMERGENCY**

WHEREAS, the deadline for applying for the Ohio Environmental Equipment Grant is January 25, 2023; and,

WHEREAS, the maximum amount for this grant is \$10,000 and there is no matching funding required,

WHEREAS, City Staff has determined that a water valve exercising trailer will help make sure our water department stays in compliance with the Environmental Protection Agency and keep our water valves in working order; and

WHEREAS, the estimated cost of the equipment and training is as follows:

Wheeler Rex Valve Exerciser	\$9,500.00
Training for this equipment	\$500.00

WHEREAS, immediate action is required for the City to timely submit this grant application which is due no later than Wednesday, January 25, 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 apply for the Ohio Environmental Protection Agency Equipment Grant, a copy of which is attached hereto.

Section 2. That the City Administrator shall process the executed Application to the Ohio Environmental Agency 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 19th day of January, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2023

Effective Date – / /2023

Second Reading – / /2023

Third Reading– / /2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2023



FERGUSON WATERWORKS #527
3845 GROVEPORT RD
COLUMBUS, OH 43207-5126

Phone: 614-497-2323
Fax: 614-497-1614

Deliver To:

From: Dakota Zimmerman

Comments:

14:31:58 JAN 09 2023

Page 1 of 1

FEL-FERGUSON WATERWORKS #527

Price Quotation

Phone: 614-497-2323

Fax: 614-497-1614

Bid No: B499659
Bid Date: 01/09/23
Quoted By: DRZ

Cust Phone: 513-494-2296
Terms: NET 10TH PROX

Customer: CITY OF SOUTH LEBANON
10 N HIGH ST
SOUTH LEBANON, OH 45065

Ship To: CITY OF SOUTH LEBANON
10 N HIGH ST
SOUTH LEBANON, OH 45065

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
W098003	VLVMASTER W/ HONDA ENGINE/2	1	9500.000	EA	9500.00

Net Total: \$9500.00
Tax: \$0.00
Freight: \$0.00
Total: \$9500.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=527&on=32417>





Equipment Grant Application and Guidelines

**Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Phone: 614-644-2752**

Website: <http://epa.ohio.gov/ddagw/>

Email: DDAGW.Grants@epa.ohio.gov

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I. Introduction

With the implementation of asset management program requirements for all public water systems, a need has been identified for valve exercising, leak detection and meter accuracy testing equipment. Grants are being offered to reimburse the initial cost of valve exercising, leak detection and meter accuracy testing equipment. The purpose of these grants is to help public water systems increase their technical capacity to provide a continuous source of safe drinking water.

This grant opportunity is made possible by Governor Mike DeWine's H2Ohio initiative. H2Ohio is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater, and water infrastructure, and prevent lead contamination.

II. Grant Application Guidelines

a. DEADLINES AND REVIEW DATES

Applications will be accepted beginning on December 20, 2022, until January 25, 2023.

Grant applications will be reviewed by Ohio EPA and applicants will be notified within 90 days from the close of the application of the award determination. If Ohio EPA has additional funding after the initial application period, a second application period will be announced.

b. ELIGIBILITY

Ohio community public water systems that need equipment for valve exercising, leak detection, or meter accuracy testing are eligible to apply. Equipment obtained under the grant must be used for the purchase of equipment necessary to exercise distribution system valves and perform leak detection in the distribution system.

Where applicable, the public water system must also comply with Ohio ethics laws and conflict of interest laws; the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et. seq.); state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111); and the PWS Authorizing Agent/owner or spouse, as applicable under ORC 3517.13(I) or ORC 3517.13(J), has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.

c. ELIBIBLE EQUIPMENT & SUPPLIES AND TRAINING

Equipment obtained under the grant must be used for to exercise distribution system valves, perform leak detection in the distribution system and for meter accuracy testing. The following are examples of equipment that are eligible under this grant:

- Valve exercising equipment
- Clamp on flowmeters to check accuracy of meters

- Pressure loggers
- Pitot Tube kits to measure hydrant flow and perform hydrant condition assessment
- Amplified Listening Device to detect leaks in the distribution system.
- Metal pipe locator
- Training on the use of the above equipment.

d. GRANT AMOUNTS AND PROJECT DURATION

Grants may be requested for equipment, supplies and training in an amount not to exceed \$10,000. Grants may only be requested for equipment, supplies and training obtained on or after a fully executed grant agreement is in place. Please **round off all requests to the nearest dollar amount**. Equipment supplies and training must be obtained, and reimbursement requested must be submitted within **6 months** of the date on Ohio EPA's grant agreement, unless an extension is granted in writing from Ohio EPA.

e. ASSISTANCE WITH APPLICATIONS

Please direct all inquiries to Sean Stephenson by email at DDAGW.Grants@epa.ohio.gov. Please include "Public Water System Equipment Grant" in the subject line.

f. APPLICATION SUBMITTAL

Application materials may be submitted in hard copy (paper) to the address on the cover of these guidelines or e-mailed to: DDAGW.Grants@epa.ohio.gov. Electronic submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

Applicants submitting their proposals on paper must provide **one** original of the application package, including an original signature from the System Owner or Authorized Agent (preferably in blue ink). The original may be single-sided or double sided. The application should be stapled in the upper left-hand corner. Please do not otherwise bind. Do not include cover letters, blank pages, dividers, or a table of contents. Fax submittals will not be accepted.

By mail:
Ohio EPA
Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
(614) 644-2752

g. GRANT AWARD PROCESS

Equipment supplies and training must be obtained, and reimbursement requested within 6 months of the date on Ohio EPA's grant agreement unless an extension is granted in writing from Ohio EPA.

A grant award letter will be sent to all applicants along with a grant agreement. The grant agreement will need to be signed by the Owner or Authorized Agent and returned. The Director of Ohio EPA will review and sign the agreement. This fully executed agreement will be returned and at this time equipment purchases can be made. The grant award letter and agreement will specify the award amount and provide instructions for obtaining reimbursement and completing the closeout report.

Upon receipt of a grant award letter and agreement the applicant will have six months from that date to purchase the equipment, supplies and training specified in their application including proof of purchase (receipts). An extension may be requested.

Applicants who are not awarded funding will be notified by email.



Public Water System Equipment Grant Application

For Office Use Only:

Application Number: _____ *Date Received:* _____

Section 1. Contact Information for Applicant

Please provide contact information for the Authorizing Agent who is authorized to sign the grant contract on behalf of the public water system.

a. Full name of Public Water System:	
b. PWS Identification Number (PWSID):	
b. Federal Employer Identification Number (EIN):	
c. Street Address:	
d. City:	
e. State:	
f. Zip Code:	
g. County:	
h. Authorizing Agent:	
i. Authorizing Agent Phone Number:	
j. Authorizing Agent Email Address:	

Contact Information for Project Director (person who will oversee the installation of testing equipment and implementation of the project).

a. Project Director (Primary Contact):	
b. Title:	
c. Street Address:	
d. City:	
e. State:	
f. Zip Code:	
g. Phone:	
h. Fax:	
i. Email Address:	
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	
k. Person performing analysis if different from above:	
l. Title:	
m. Phone:	
n. Email Address:	

Contact Information for applicant's Fiscal Agent (person who will process the grant payment from Ohio EPA)

a. Fiscal Agent:	
b. Title:	
c. Street Address:	
d. City:	
e. State:	
f. Zip Code:	
g. Phone:	
h. Fax:	
i. Email Address:	
j. Alternative or Additional Contacts (Name, Title, Phone, Email):	

Section 2. Applicant Certification Statement

Instructions: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row a. Paper copy versions of this application must include one copy with an original signature in Table 2-1, row a. Applications submitted electronically may include an electronic signature, or certification will be required from those applicants when a grant contract is sent out for signature.

Statement of Certification

I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including (*inter alia*):

- ☒ The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
- ☒ The equipment purchased under this Program is owned and operated by the applicant public water system.
- ☒ The applicant will maintain the equipment for a minimum period of four years from the date of purchase. As needed, the applicant will avail itself of the warranty in order to ensure that the equipment funded under this Program remains in good working order for at least four years.
- ☒ The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
- ☒ The applicant will submit a closing activity and fiscal report to Ohio EPA upon completion of the project.
- ☒ The applicant will provide the Ohio EPA access to the equipment purchased with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
- ☒ The applicant has received approval from its governing body, to apply and make use of the funding under this program.
- ☒ The applicant will follow the public water system's procedures and applicable federal guidelines to procure the products and services funded under this project. Applicants are encouraged to conduct competitive procurements.
- ☒ Where applicable under ORC 3517.13(I) or ORC 3517.13(J), the applicant's Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of \$1,000 to the Governor or his campaign committees.
- ☒ Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state

ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

Table 2-1. Applicant Certification Signature

a. Signature of Authorizing Agent:	
b. Date:	
c. Name (<i>typed</i>):	
d. Title or relationship to applicant organization:	
e. Name of Public Water System	

Section 3. Equipment and Training

Please describe the equipment, supplies and training that will be obtained with the requested funding.

Equipment & Training (Manufacturer, Model & Description)	Number	Unit Cost	Cost (number x unit cost)
Equipment and Supplies			
a.			
b.			
c.			
Training			
d.			
e.			
f. Total Cost			

Section 4. Equipment Use Description

Please provide a description of how the equipment planned to be purchased under the grant will be used and maintained.



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: January 13, 2023

Subject: Energy Alliances Agreement

Attached is a resolution and agreement with Energy Alliances, Inc. (EAI) to facilitate and administer the energy aggregation program. After we submit the issue to the Board of Elections, EAI will take care of everything else other than a couple of administrative tasks.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-05**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH THE ENERGY ALLIANCES, INC. RELATIVE ELECTRIC
AND NATURAL GAS AGGREGATION WITHIN THE CITY OF SOUTH
LEBANON, AND DECLARING AN EMERGENCY**

WHEREAS, per Sections 4928.20 and 4928.26 of the Ohio Revised Code, the City Council passed Ordinance No.'s 2022-33 and 2022-34 to place the questions of electric and natural gas aggregation, respectively, to the residents of South Lebanon on the May 2, 2023, Special Election ballot; and,

WHEREAS, Energy Alliances, Inc. (EAI) is a firm that specializes in and has extensive experience in facilitating municipal energy aggregation programs throughout the State of Ohio; and,

WHEREAS, the City desires to utilize the services of EAI throughout the City's energy aggregation program; and,

WHEREAS, immediate action is required to insure that EAI commence work immediately required for the energy aggregation program, 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 a majority of all members elected thereto concurring:

Section 1. Approve and authorize the Mayor to execute an Agreement with Energy Alliances, Inc. relative to electric and natural gas aggregation within the City of South Lebanon, a copy of which is attached hereto.

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

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

Resolution No. 2023-05

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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.

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



**INDEPENDENT AGENT AGREEMENT
FOR NATURAL GAS AND ELECTRIC AGGREGATION SERVICES**

This Agreement, made and entered into this _____ day of _____, 2023, by and between the City of South Lebanon ("Client") whose address is 10 N. High Street, South Lebanon, Ohio 45065, and **ENERGY ALLIANCES, INC.** ("Consultant") whose address is 8469 Blue Ash Road, Suite 1, Cincinnati Ohio 45236.

WITNESSETH:

WHEREAS, Client is the governing body of a city in the State of Ohio; and

WHEREAS, Ohio Revised Code Section 4928.20 authorizes Client to adopt a resolution to aggregate electric services within the city and, for that purpose, to enter into service agreements to facilitate the sale and purchase of electricity.

WHEREAS, Ohio Revised Code Section 4929.26 authorizes Client to adopt a resolution to aggregate natural gas services within the city and, for that purpose, to enter into service agreements to facilitate the sale and purchase of natural gas.

WHEREAS, Client is interested in reducing its overall energy costs and the energy costs of its residents; and

WHEREAS, Consultant offers energy consulting and natural gas and/or electric aggregation services that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Consultant as an exclusive agent and grants exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

A. Consultant shall provide energy consulting and natural gas and/or electric aggregation services ("Services") including but not limited to the following:

- 1) Assist Client in becoming certified by the PUCO as a Governmental Aggregator following voter approval of the aggregation ballot issue(s). Such assistance may include but is not limited to drafting (or working with chosen supplier to draft) the Plan of Operation and Governance ("Plan"), lead all required Public Hearings discussing said Plan, filing (or working with chosen supplier to file) the Plan for certification by the PUCO, responding to all PUCO requests for additional

information until certification as a Governmental Aggregator is granted by the PUCO.

- 2) Administer the supplier selection process; analyze supplier qualifications/proposed program options; provide supplier recommendations; and assist in the supplier contractual process and supplier performance evaluation.
 - 3) Provide energy buying consultation and recommendations.
 - 4) Assist in the design of Opt-Out Notification Form and other program notifications.
 - 5) Assist in the volume data collection process and verification;
 - 6) Assist with the day-to-day administration of the Program ((including but not limited to: problem resolution, press releases, maintaining PUCO compliance (including annual reporting requirements and certification renewal), and supplier liaison)).
 - 7) Report on Program participation and provide energy program performance reports.
- B. Consultant agrees to furnish the services of its organization, to exert its best efforts, and to exercise the highest degree of professional skill and competence in performing all services specified above, or otherwise listed in, this Agreement and as to any additional work required by Client and accepted by the Consultant. Receipt by the Consultant of any approval by the Client shall not release or diminish the obligation of the Consultant to perform all Services in accordance with this standard of care.
- C. Consultant shall update Client on its progress at regular intervals.

2. RELATIONSHIP BETWEEN THE PARTIES

- A. The relationship created herein between Consultant and Client is that of an independent agent. Nothing herein contained shall be construed to create any other relationship or to create a joint venture, partnership, or employee-employer relationship between the parties.
- B. Nothing in this Agreement shall be construed to give Consultant any interest in the tangible or intangible assets of Client or to give either party the authority to bind, represent, or commit the other.
- C. Consultant specifically recognizes and understands that as an independent agent it will be solely responsible for the payment of all appropriate federal, state, and local taxes relative to any compensation from the selected supplier that it receives. Consultant further agrees to indemnify and hold Client harmless from any liability or claims incurred by Client as a result of Consultant's failure to pay such appropriate taxes, failure to pay benefits, workers' compensation, occupational illness or other claims.

3. COMPETITION

Consultant may represent, perform services for, and be employed by any additional clients, political subdivisions, municipalities, persons, or companies as Consultant, in Consultant's sole discretion, sees fit, including others in the same business or in competition with Client. In addition, nothing in this Agreement shall prevent Consultant from competing with the business of Client.

4. ACCEPTANCE/REJECTION OF OFFER

Client retains sole discretion to accept or reject any offer brokered by Consultant for natural

gas and electric supply service to Client, regardless of the amount of savings which may be realized by that offer.

5. FACILITIES AND EQUIPMENT

Consultant is solely responsible for the provision of facilities and equipment necessary to fulfill its responsibilities under this Agreement.

6. COMPENSATION

There shall be no cost to Client for Consultant's services outlined in this Agreement.

7. TERM OF AGREEMENT

If this Agreement is not terminated pursuant to Paragraphs 9, 10, or 11 of this Agreement, this Agreement shall be in effect until the conclusion of any contract brokered by Consultant with a selected electric and/or natural gas supplier to provide energy supply to Client's residents. Unless either party notifies the other party of its intention to terminate this Agreement at least one hundred twenty (120) days prior to its expiration, the Agreement shall renew itself automatically for subsequent one-year terms. However, nothing in this Agreement, including its Term, shall preclude or prohibit Client from requesting proposals from, bidding for, negotiating or contracting with other consultants during the Term of this Agreement to perform the Services currently performed by Consultant after the expiration of the Term of this Agreement. Moreover, in order to ensure a seamless transition and continuation of the program at the expiration of the Term of this Agreement, any consultant chosen by the Client may, during the Term of this Agreement, perform the Services currently performed by Consultant in order to obtain, contract with, and retain suppliers for Client after the expiration of the Term of this Agreement.

8. PRIMARY CONSULTANT AND SUBCONTRACTING

- A. The Consultant agrees that all of its employees, subcontractors, and agents assigned to perform Services under this Agreement shall be competent and have sufficient prior experience to carry out the responsibilities assigned to them effectively and efficiently.
- B. None of the Services covered by this Agreement shall be subcontracted without the prior written consent of Client which consent shall not be unreasonably withheld. Any Services subcontracted hereunder shall explicitly state that it is subject to each provision of this Agreement.

9. TERMINATION

Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that this Agreement may be terminated upon mutual consent. In the event Client terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

10. CLIENT'S TERMINATION FOR CAUSE

- A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Client at any time without notice upon the occurrence of one or more of the following events:
 - 1) In the event Consultant shall be guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services; or

- 2) In the event Consultant shall fail or refuse to faithfully or diligently perform the provisions of this Agreement or the usual or customary duties of its profession; or
- 3) Bankruptcy or insolvency of Consultant; or
- 4) Assignment of this Agreement by Consultant without the prior written consent of the Client.

B. In the event Client terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

11. CONSULTANT'S TERMINATION FOR CAUSE

A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Consultant upon the occurrence of one or more of the following events:

- 1) In the event Client fails to comply with statutory deadlines required for natural gas and electric aggregation, after being notified of such deadlines by Consultant in writing; or
- 2) In the event Client fails to respond in a timely manner to Consultant's written requests for action and/or approval. Both parties acknowledge that Client is the governing body of a political subdivision of the state of Ohio and must therefore act in accordance with the meeting and publication statutes governing such bodies. Accordingly, both parties agree that the determination of timely action by Client shall be made in consideration of those requirements; or

B. In the event Consultant terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and/or electric service.

12. RIGHT TO AUDIT

Client shall have the right to audit the performance of Consultant under this Agreement.

13. COMPLIANCE WITH LAWS

Consultant shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

14. CONFIDENTIALITY

Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Consultant. In the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Consultant so that Consultant may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees to furnish only that portion of the confidential information that is required to be furnished.

15. ASSIGNABILITY

Client and Consultant shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.

16. MERGER OF AGREEMENT

This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto.

17. NOTICES

All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to Consultant:

Energy Alliances, Inc.
8469 Blue Ash Road, Suite 1
Cincinnati OH 45236

As to Client:

City of South Lebanon
10 North High Street
South Lebanon, OH 45065

18. GOVERNING LAW

This Agreement shall be governed by, subject to the jurisdiction of, and construed in accordance with the laws and courts of the State of Ohio.

19. MISCELLANEOUS

- A. A waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. AUTHORITY TO SIGN

The representative of the Consultant whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Consultant to the terms of this Agreement by his signature. The representative of Client whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Client to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement as of the date first written above.

CITY OF SOUTH LEBANON

ENERGY ALLIANCES, INC.

James D. Smith, Mayor

APPROVED AS TO FORM:

Andrew P. Meier
City Solicitor



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: January 13, 2023

Subject: Froehlich Rezoning Public Hearing

On January 10, 2023, the City Planning Commission unanimously recommended the approval of the zoning map amendment for the parcel on State Route 48 and Winding River Boulevard owned by Gayle Froehlich (see attached recommendation). The next step is to schedule a public hearing. Based on the timeframes prescribed in the Zoning code and advertising deadlines, the best date is Thursday, February 23, 2023, at 6:00 p.m.

In addition, an ordinance approving the rezoning is in the packet for the first reading. The third reading would be at the public hearing.

If you have any questions or need additional information, please contact me.



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

RECOMMENDATION TO CITY COUNCIL
ZONING MAP AMENDMENT OF ONE (1) PARCEL TOTALING 10.655 ACRES OF
PROPERTY ON MASON-MORROW-MILLGROVE ROAD (PARCEL NOS. 12-01-451-002)

FROM: City Planning Commission

Gayle Froehlich has submitted an application for a zoning map amendment for its properties on State Route 48 (Parcel# 12-01-451-002) consisting of 10.655 acres in accordance with Section 15.7.3(2) of the City Zoning Code. The Property Owner is requesting the rezoning for the parcel to be from R-1 (Single Family Residential District) to B-2 [General Business District].

On January 10, 2023, the City Planning Commission reviewed said zoning map amendment and unanimously voted to recommend said amendment based on the following factors:

1. Said change is consistent with the existing surrounding land uses; and
2. The requested change is consistent with the adopted City Comprehensive Plan.

Per Sec. 15.7.8 of the City Zoning Code, the next step in the Zoning Map Amendment process is for the City Council shall schedule a public hearing at the next regular meeting following receipt of the Planning Commission report.

Richard Tittermary, a realtor with Sibcy Cline Realtors, represented the Owner at the Planning Commission meeting. At this point, there is no planned use for the property although Mr. Tittermary has plans to market the property to hotel and restaurant developers.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-06**

A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, FEBRUARY 23, 2023, AT 6:00 P.M. AT THE SOUTH LEBANON MUNICIPAL BUILDING TO CONSIDER THE RECOMMENDATION OF THE PLANNING COMMISSION IN ACCORDANCE WITH ZONING REGULATIONS SECTION 15.7.7 FOR A ZONING MAP AMENDMENT FOR A CERTAIN PROPERTY LOCATED ON STATE ROUTE 48 (PARCEL# 12-01-451-002) CONSISTING OF 10.655 ACRES FROM R-1 [SINGLE FAMILY RESIDENTIAL DISTRICT] TO B-2 [GENERAL BUSINESS DISTRICT], AND DECLARING AN EMERGENCY

WHEREAS, the City Planning Commission, in accordance with Section 15.7.7 has certified to the Council a proposed Zoning Map Amendment, a copy of which is attached hereto and made a part hereof, relating to certain properties on State Route 48 (Parcel# 12-01-451-002); and,

WHEREAS, in accordance with Section 713.12 of the Revised Code and Section 15.7.8 of the Zoning Regulation, the Council is required to conduct a public hearing on such matters and cause notice of the same to be published in a newspaper of general circulation in the City, at least thirty (30) days prior to the public hearing, as well as make a copy of the proposed Zoning Resolution Map Amendment and any reports of a City Officer, Board or Commission relating thereto available for public inspection at the City Offices during said thirty (30) day period; and,

WHEREAS, immediate action is required to publish notice of a public hearing for a zoning resolution map amendment 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. That the proposed Zoning Map Amendment for a certain property located on State Route 48 (Parcel# 12-01-451-002) consisting of 10.655 acres from R-1 [Single Family Residential District] to B-2 [General Business District] shall be set for a public hearing on February 23, 2023, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065.

Section 2. That the Fiscal Officer shall cause a notice of said public hearing to be published in a newspaper of general circulation in the City at least thirty (30) days prior to the public hearing, and make available for public inspection a copy of the proposed Zoning Map Amendment and any reports of the Planning Commission or any other City Officer, Board or Commission relating thereto, at the City Offices between the hours of 8:00 a.m. and 4:30 p.m.

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 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 19th day of January, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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Resolution 2023-06

Page 3

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2023

Effective Date – / /2023

Second Reading – / /2023

Third Reading– / /2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER

CITY SOLICITOR

SOUTH LEBANON, OHIO

By: _____

Date: _____

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-02**

**AN ORDINANCE APPROVING ZONING MAP AMENDMENT TO A CERTAIN
PROPERTY IN THE CITY OF SOUTH LEBANON, CONSISTING OF 10.655 ACRES
FROM R-1 [SINGLE FAMILY RESIDENTIAL DISTRICT] TO B-2 [GENERAL
BUSINESS DISTRICT]**

WHEREAS, Gayle Froehlich has submitted an application for a zoning map amendment for certain properties on State Route 48 (Parcel# 12-01-451-002) consisting of 10.655 acres from R-1 [Single Family Residential District] to B-2 [General Business District]; and,

WHEREAS, in accordance with Section 15.7.7 of the City of South Lebanon Zoning Regulations, on January 10, 2023, the City Planning Commission, heard the aforementioned Rezoning Application and issued its recommendation to the City Council that the zoning amendment be granted, as requested; and,

WHEREAS, in accordance with Section 713.12 of the Revised Code and Section 15.7.8 of the Zoning Regulations, the City Council scheduled the Rezoning Application for a public hearing; and,

WHEREAS, the City Council held the public hearing on February 23, 2023 at 6:00 P.M., after publication and other proper notice thereof, to consider the recommendation of the Planning Commission; and,

WHEREAS, upon considering the recommendation of the Planning Commission, a copy of which is incorporated by reference herein, and the testimony given during the public hearing, the Council finds the process has been in accordance with Article 7 [Amendment Procedures], and adopts the recommendation of the Planning Commission; and,

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. That the Council does hereby amend the official Zoning Map of the City of South Lebanon, Ohio, as follows:

Ordinance No. 2023-02

Page 2

<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>	<u>Zoning Classification</u>
State Route 48- South Lebanon, OH 45065	12-01-451-002	10.655 ac.	from R-1 [Single Family Residentiall] to B-2 [General Business District]

Section 2. Upon the expiration of the period of referendum provided by law (the effective date being 30 days after the date of adoption), within fifteen (15) days of the effective date, the Zoning Administrator shall amend the Official Zoning Map to reflect the zoning changes in accordance with Sec. 15.7.14 [Zoning Map Amendments] of the Zoning Regulations.

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

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.

Approved this ____ day of _____, 2023.

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

First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas	
____ Nays	

Ordinance No. 2023-02

Page 3

Prepared by and approved as to form:

ANDREW P. MEIER

CITY SOLICITOR

SOUTH LEBANON, OHIO

By: _____

Date: _____

GovDeals Sold Asset Report 4th Quarter 2022

South Lebanon, OH

Date range: 01 Oct 2022 - 31 Dec 2022

ID	Description	Category	Buyer	Type	Starting Bid	Sold Amount	Bids	Auction End Date
63	LOT of 3 Laptops	Computers: Laptops	Baboucarr senghore	USD	\$30.00	\$176.00	20	25-Oct-22
64	2008 Ford F-150 XL 2WD MUST SEE VIDEO!!!	Trucks, Light Duty under 1 ton	JEROLD MORGAN	USD	\$1,000.00	\$5,531.00	45	8-Nov-22
65	Exmark ZERO TURN MOWER	Mowing Equipment	Steven Hetrick	USD	\$200.00	\$940.00	32	14-Nov-22
66	2012 Ford F-450 SD Dump TRUCK w/ PLOW SEE VIDEO!!!	Trucks, Heavy Duty 1 ton and Over	vernon Hershberger	USD	\$5,000.00	\$20,000.00	62	15-Nov-22
67	LOT of HP Printer and Assorted Cartridges	Computer Printers, Scanners, and Copiers	Greg Garman	USD	\$10.00	\$10.00	1	29-Nov-22
68	LOT of 3 Federal Siren Systems	Fire and Police Equipment	Richard VanHoose	USD	\$100.00	\$200.00	7	14-Nov-22
69	LOT of 3 Computers	Computer Hardware	Thomas Tully	USD	\$20.00	\$27.00	3	30-Nov-22
					\$6,360.00	\$26,884.00		

* Taxes are applied to the sale price and other related fees.

OLD BUSINESS

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-56**

**A RESOLUTION ENDORSING WARREN COUNTY COMMUNITY SERVICES,
INC. (WCCS) TO RECEIVE FEDERAL DESIGNATION AS WARREN COUNTY'S
COMMUNITY ACTION AGENCY**

WHEREAS, Community Action Agencies were established as part of President Johnson's War on Poverty and are locally controlled agencies designed to meet local needs; and,

WHEREAS, each county must be served by a Community Action Agency and the Community Action Commission of Warren County (now WCCS, Inc.) became a delegate agency of SCOPE (now Miami Valley Community Action Partnership) in 1975; and,

WHEREAS, 14,548 Warren County citizens live in poverty, including 5,819 Warren County children; and,

WHEREAS, WCCS, Inc. has provided services to Warren County since 1966 and in that time has assisted thousands of families in poverty, putting them on a path towards self-sufficiency; and,

WHEREAS, WCCS, Inc. provides programming and services in the following areas: early childhood education, affordable, high-quality childcare, aging and elderly housing, nutrition, socialization, and care coordination, energy, rental, and emergency assistance, high school workforce development, transportation, adult literacy, and meaningful volunteerism; and,

WHEREAS, WCCS, Inc. finds solutions and support for nearly 9,000 individuals and families a year; and,

WHEREAS, Federal Community Services Block Grant dollars for Warren County have been passed through Miami Valley Community Action Partnership to WCCS, Inc. for over 47 years, causing WCCS Inc. to lose significant administrative support to fulfil their mission; and,

WHEREAS, WCCS, Inc. has the staff, expertise, and resources needed to serve Warren County and partnering agencies with interruption; and

WHEREAS, the City of South Lebanon community is serviced by Warren County Community Services; and,

WHEREAS, the City of South Lebanon supports WCCS, Inc. in receiving the designation as the Community Action Agency for Warren County; and,

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. Council endorses WCCS Inc. in receiving the federal designation as Warren County's Community Action Agency.

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

Adopted this ____ day of _____, 2023.

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 – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

Resolution 2022-56 WCCS, Inc. Endorsement

Prepared by and approved as to form:

ANDREW MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

**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

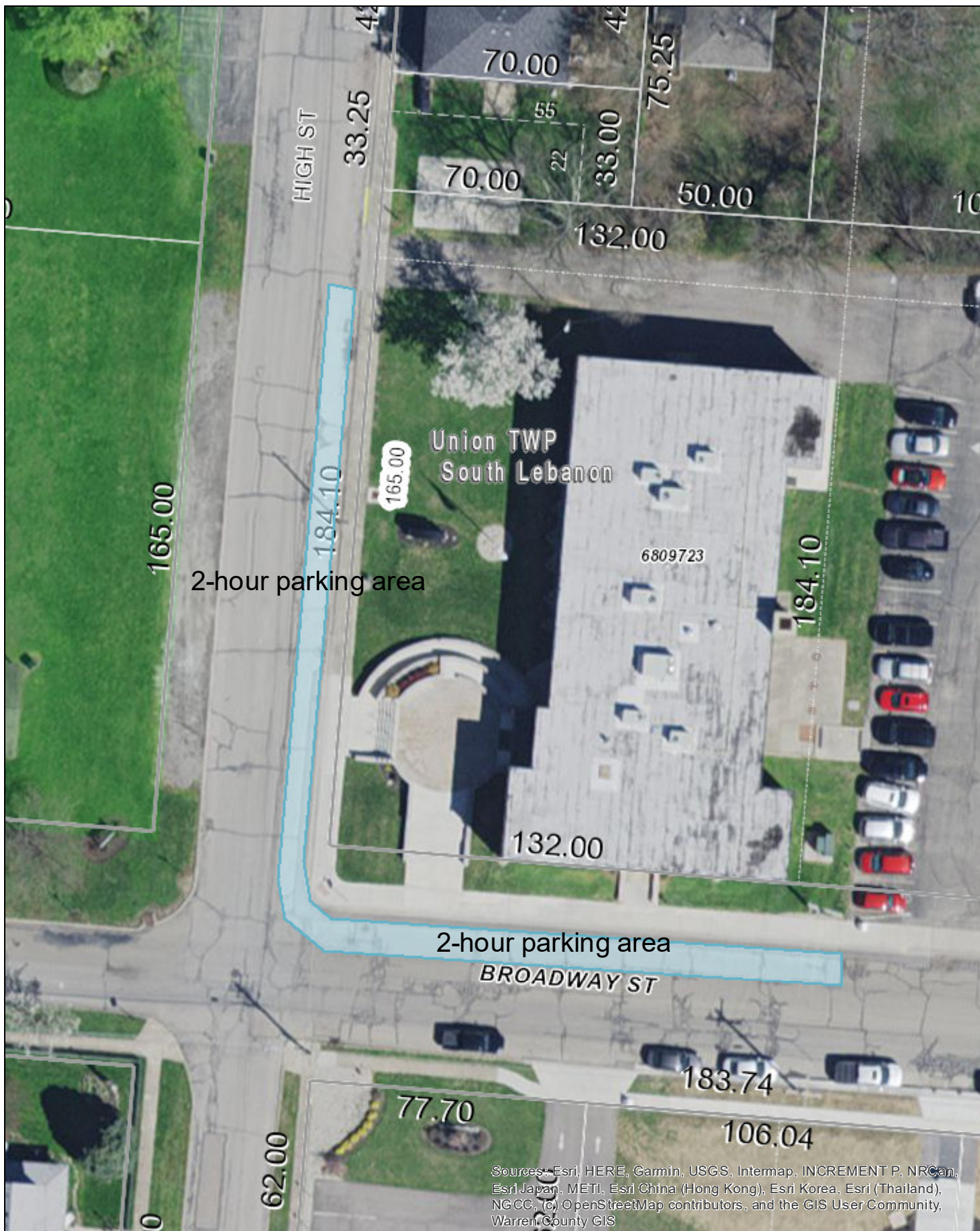
Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2023



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

Date: 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, OHIO
RESOLUTION NO. 2023-02**

**A RESOLUTION EXPRESSING THE COUNCIL'S INTENT TO SELL UNNEEDED,
OBSOLETE OR UNFIT PERSONAL PROPERTY BY INTERNET AUCTION AND
REQUIRING PUBLICATION OF THE SAME; AND AUTHORIZING THE MAYOR
AND FISCAL OFFICER TO EXECUTE ON BEHALF OF THE CITY A CONTRACT
WITH GOVDEALS, INC. FOR THE CALENDAR YEAR 2023**

WHEREAS, the City is empowered to sell tangible items of personal property belonging to the City that is no longer needed for any municipal purposes, in accordance with sections 721.01 – 721.26, inclusive, of the Revised Code; and,

WHEREAS, section 721.15 (D) of the Revised Code specifically empowers the Council to sell, regardless of the property's value, personal property, including [but not limited to] motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction upon the adoption, *during each calendar year*, of a resolution expressing the Council's intent to sell such property by internet auction; and,

WHEREAS, the Council desires to enter into a contract for calendar year 2023 with Govdeals, Inc. for conducting the internet auction for the disposition of unneeded, obsolete or unfit personal property that includes the general terms and conditions of sale; and,

WHEREAS, the Council requires the contract specifically provide: (i) that the internet auction shall satisfy the statutory minimum of ten (10) days (including Saturdays, Sundays and legal holidays) for bidding on the property, and (ii) that the Council reserves the right to set a minimum price to be accepted for specific items and any other terms and conditions for a particular sale, such as requirements for pick-up or delivery, method of payment, and sales tax, if it so elects and notifies Govdeals, Inc. of the same which shall be provided on the internet at the time of the auction, and, (iii) that all internet sales shall be paid by the buyer directly to GovDeals, Inc., and (iv) all proceeds shall be delivered to the Fiscal Officer by electronic transfer from GovDeals and posted to the appropriate fund(s) by the Fiscal Officer; and,

WHEREAS, the Fiscal Officer shall cause notice of the Council's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction, to be published, twice, in a newspaper of general circulation in the City, including a summary of the information contained within this Resolution, and the second publication shall be published not less than ten (10) or more than twenty (20) days after the initial publication; and,

WHEREAS, upon the effective date of this Resolution, the Fiscal Officer shall cause notice of this Resolution and the website address for Govdeals, Inc. to be posted continually throughout the calendar year in a conspicuous place in the offices of the City, as well as continuously throughout the calendar year on the City's website; and,

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

Section 1. That the Council approves the Contract with Govdeals, Inc., a copy of which is attached hereto and made a part hereof.

Section 2. Upon completion of the required publication and approval as to form by the City Solicitor, and no sooner than the effective date of this Resolution, that the Mayor and Fiscal Officer shall execute the said Contract and the City Administrator shall process the Contract to Govdeals, Inc. without further delay.

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

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

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-01

**AN ORDINANCE CONFIRMING THE SPELLING OF FOREST AVENUE IN THE
CITY OF SOUTH LEBANON**

WHEREAS, City staff was recently notified by the Warren County Engineer's Office that there are multiple spellings in County records of Forest Avenue;

WHEREAS, the street in question was platted as "Forest Avenue" on the Snook Brothers' plat in 1897;

WHEREAS, said street was platted as "Forrest Avenue" on the Willoughby's plat in 1916;

WHEREAS, City staff has confirmed with the U.S. Post Office that it is spelled "Forest" in their records;

WHEREAS, City staff recommends confirming "Forest" as the correct spelling of Forest Avenue in the City of South Lebanon.

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. That the Council does hereby confirm that "Forest Avenue" is the correct spelling of said street in the City of South Lebanon.

Section 2. That the Fiscal Officer certify a copy of this Ordinance to the Warren County Engineer.

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

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.

Ordinance 2023-01

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Adopted this ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____