

AGENDA - REVISED
REGULAR MEETING OF CITY COUNCIL
JULY 6, 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. Public Hearing: Public Hearing Fiscal Year 2024 Tax Budget

5. Guests:

6. Floor open to the public:

7. New Business:

Emergency Resolution 2023-25 approving and authorizing the Director of Finance to submit the [interim] tax budget for Fiscal Year 2024 to the County Auditor

Emergency Resolution 2023-26 approving a three-year agreement with Rumpke for solid waste and recycling services with an option to extend an additional two years

Emergency Resolution 2023-27 approving a waterline easement agreement with the City of Lebanon to extend water service along Mason-Morrow-Millgrove Road

Emergency Ordinance 2023-21 rescinding Ordinances 2023-17 and 2023-18 with respect to the electric and natural gas aggregation programs

Emergency Ordinance 2023-22 approving a plan of operation and governance for Electric Aggregation in the City of South Lebanon

Emergency Ordinance 2023-23 approving a plan of operation and governance for Natural Gas Aggregation in the City of South Lebanon

Emergency Ordinance 2023-24 approving the position of Senior Maintenance Worker and establishing pay grade and fund allocation

Emergency Ordinance 2023-25 amending the City's Personnel Policy Manual for changes to the on-call duties of city personnel

Approval of Invoices

Approval of Meeting Minutes:
Regular Meeting – June 15, 2023

8. Old Business:
9. Communications and reports from City Officials and Committees:
 - a. Mayor
 - b. Director of Finance
 - c. Administrator
 - d. Asst. Administrator
 - e. Solicitor
 - f. Sergeant
 - g. Council Members
10. Executive Session:
11. Adjournment:



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

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator

From: Tina Williams, Director of Finance

Date: July 3, 2023

Subject: FY2024 Tax Budget

Attached is an emergency resolution approving and authorizing the Director of Finance to submit the Interim Tax Budget for FY2024 to the Warren County Auditor. The Interim Tax Budget is required to be adopted by July 14th and submitted to the County Auditor before July 20th each year. Failure to approve and submit a tax budget timely may jeopardize the City's share of Local Government Funds.

The purpose of the tax budget is to assess the overall financial health of the City and determine if the rate that is levied for property taxes along with other sources of revenue are sufficient to meet financial needs. The tax budget includes detailed information on revenues and expenditures for the General Fund and summary information on all other funds that do not receive property taxes.

The City's General Fund collects 1.3 mills in property taxes. It is estimated that \$200,000 will be collected in property taxes for FY2024. The main source of revenue in our General Fund is from the City's Municipal Income Tax. With a tax rate of 1%, we have estimated \$2.5 million in collections for FY2024. This amount is conservative and based on our actual 2022 collections. We are expecting an overall increase in General Fund expenditures due to the repayment of the municipal building renovations note, \$632,813. The fund balance at the end of 2024 for the General Fund is estimated at \$2.5 million.

The tax budget begins the budget process by certifying estimated revenues to the County Auditor. Once the tax budget is approved by the County Auditor and estimated resources set for FY2024, annual appropriations can be planned and passed by Council.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-25**

**A RESOLUTION APPROVING OF AND AUTHORIZING THE DIRECTOR OF
FINANCE TO SUBMIT THE [INTERIM] TAX BUDGET FOR FISCAL YEAR 2024 TO
THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY**

WHEREAS, the City is required to timely submit an [interim] tax budget for each fiscal year to the County Auditor; and,

WHEREAS, the Director of Finance has prepared the FY2024 [interim] tax budget for the City, and provided a copy to the Council; and,

WHEREAS, immediate action is required for the City's FY 2024 [interim] Tax Budget to be timely submitted to the County Auditor in order for the City to fund its FY2024 operations, 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 does hereby approve of the [interim] Tax Budget prepared by the Director of Finance for FY2024.

Section 2. That the Council does authorize the Director of Finance to submit the [interim] Tax Budget for FY2024 to the County Auditor.

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.

Resolution 2023-25 – FY2024 Tax Budget

Adopted this 6th day of July, 2023.

Attest: _____
Petrina D. Williams, Director of Finance

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

WARREN
COUNTY

B U D G E T -
OF-

CITY OF SOUTH LEBANON

FOR FISCAL YEAR
BEGINNING JANUARY 1, 2024

Filed _____,

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

TAX LEVIES AND RATES FOR _____. IN CITY OF SOUTH LEBANON SPECIAL.

TAX VALUATION \$ _____

	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
LEVIES OUTSIDE OF 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
TOTAL LEVY FOR ALL PURPOSES	

The Board of Trustees of said Special District hereby submits its Annual Budget for the year commencing January 1st, 2024 for consideration of the County Budget Commission pursuant of Section 5705.30 of the Revised Code.

Tina Williams
Fiscal Officer

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

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

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2024

FUND CLASSIFICATION: GENERAL

DESCRIPTION	2021 Actual	2022 Actual	Current Year Estimated for 2023	Budget Year Estimated for 2024
FUND BALANCE 1/1	\$2,968,523.01	\$3,200,758.99	\$4,064,088.38	\$3,498,330.81
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$154,108.09	\$185,119.04	\$200,000.00	\$200,000.00
Municipal Income Tax	\$2,144,641.35	\$2,458,037.88	\$2,250,000.00	\$2,500,000.00
State Shared Taxes				
Local Government - County	\$26,701.01	\$29,969.26	\$30,147.93	\$30,000.00
Local Government - State	\$22,329.23	\$32,086.83	\$0.00	\$30,000.00
Property - Homestead and Rollback	\$21,723.11	\$25,662.33	\$0.00	\$25,000.00
Other State Shared Taxes and Permits	\$5,497.76	\$4,031.09	\$0.00	\$0.00
Intergovernmental	\$0.00	\$1,000.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$187,599.96	\$119,605.05	\$164,000.00	\$164,000.00
Court Costs	\$26,822.57	\$27,600.17	\$40,000.00	\$40,000.00
Zoning	\$86,925.76	\$17,693.09	\$50,000.00	\$50,000.00
Cable Franchise Fees	\$73,851.63	\$74,311.79	\$74,000.00	\$74,000.00
Earnings on Investments	\$917.66	\$1,013.68	\$50,000.00	\$50,000.00
Miscellaneous	\$73,586.25	\$26,810.30	\$50,000.00	\$30,000.00
Total Revenue	\$2,637,104.42	\$2,883,335.46	\$2,744,147.93	\$3,029,000.00
Expenditures				
Security of Persons & Property				
Police Enforcement	\$660,169.64	\$641,807.82	\$738,623.00	\$940,000.00
Street Lighting	\$50,552.38	\$45,682.98	\$59,000.00	\$60,000.00
Human Services	\$7,101.84	\$5,694.92	\$8,000.00	\$8,000.00
Leisure - Parks & Recreation	\$22,311.36	\$17,516.18	\$80,000.00	\$80,000.00
Public Utilities - Admin. Salaries	\$112,409.32	\$100,458.81	\$125,000.00	\$130,000.00
General Government				
Council & Mayor - Salaries	\$36,000.00	\$46,275.00	\$49,000.00	\$56,950.00
Administration - Salaries	\$63,493.58	\$73,204.48	\$120,000.00	\$124,800.00
Employee Benefits	\$168,137.86	\$159,896.25	\$232,500.00	\$232,500.00
Council & Mayor - Other Expenses	\$6,921.52	\$7,268.00	\$20,500.00	\$20,500.00
Administration - Other Expenses	\$8,741.07	\$6,116.50	\$14,000.00	\$14,000.00
Mayor's Court - Salaries	\$54,684.44	\$60,486.82	\$65,000.00	\$66,880.00
Mayor's Court - Other Expenses	\$5,218.36	\$5,466.65	\$8,800.00	\$8,800.00
Finance - Salaries	\$78,822.50	\$104,425.82	\$118,000.00	\$146,720.00
Finance - Other Expenses	\$9,721.15	\$36,431.73	\$36,070.00	\$36,070.00
Solicitor - Salary	\$23,199.96	\$23,199.96	\$27,000.00	\$30,000.00
Income Tax - Salaries	\$87,043.52	\$81,103.17	\$100,000.00	\$128,000.00
Income Tax - Other Expenses	\$9,537.34	\$13,425.91	\$17,250.00	\$17,250.00
Income Tax Refunds	\$34,575.51	\$23,738.00	\$100,000.00	\$75,000.00
Land and Buildings	\$26,525.52	\$31,017.85	\$50,000.00	\$50,000.00
Property Tax Collection Fees	\$5,443.41	\$7,634.97	\$19,000.00	\$13,000.00
Other General Government	\$174,631.51	\$305,728.45	\$355,800.00	\$330,800.00
Capital Outlay	\$27,651.71	\$113,054.04	\$958,550.00	\$750,000.00
Total Expenditures	\$1,672,893.50	\$1,909,634.31	\$3,302,093.00	\$3,319,270.00

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2024

FUND CLASSIFICATION: GENERAL

Other Financing Sources & Uses				
Other Uses of Funds				
Transfers - Out to Debt Services	\$731,975.00	\$7,790.80	\$7,812.50	\$632,812.50
Total Other Financing Sources & Uses	\$731,975.00	\$7,790.80	\$7,812.50	\$632,812.50
Fund Balance 12/31	\$3,200,758.99	\$4,169,216.95	\$3,498,330.81	\$2,575,248.31
Less: Encumbrances 12/31	\$0.00	\$105,128.57	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$3,200,758.99	\$4,064,088.38	\$3,498,330.81	\$2,575,248.31

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2024

FUND CLASSIFICATION: SPECIAL REVENUE

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
				Personal Services	Other	Total	
Street	853,649.95	325,000.00	1,178,649.95	40,000.00	410,000.00	450,000.00	728,649.95
Shepherd's Crossing Improvements	4,059.79	0.00	4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	105,722.16	40,000.00	145,722.16		100,000.00	100,000.00	45,722.16
Homestead Public Improvements	26,421.68	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	29,930.63	15,000.00	44,930.63		15,000.00	15,000.00	29,930.63
DUI	1,625.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	1,240.93	2,000.00	3,240.93		2,000.00	2,000.00	1,240.93
TIF - Rivers Crossing	1,000.00	1,160,000.00	1,161,000.00		1,160,000.00	1,160,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65	0.00	1,752.65		1,752.65	1,752.65	0.00
American Rescue Act	112,292.40	0.00	112,292.40		112,292.40	112,292.40	0.00
TIF - Riverside	1,000.00	810,050.00	811,050.00		810,050.00	810,050.00	1,000.00
OneOhio Opioid Settlement	1,006.82	500.00	1,506.82		0.00	0.00	1,506.82
TOTAL SPECIAL REVENUE FUNDS	1,139,702.01	2,352,550.00	3,492,252.01	40,000.00	2,643,201.52	2,683,201.52	809,050.49

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024

FUND CLASSIFICATION: DEBT SERVICE

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
				Personal Services	Other	Total	
Municipal Building BANS	0.00	632,812.50	632,812.50		632,812.50	632,812.50	0.00
TOTAL DEBT SERVICE FUNDS	0.00	632,812.50	632,812.50	0.00	632,812.50	632,812.50	0.00

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024

FUND CLASSIFICATION: CAPITAL PROJECTS

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
				Personal Services	Other	Total	
Mason Morrow Millgrove Imp	0.00	222,314.00	222,314.00		222,314.00	222,314.00	0.00
Forest Avenue Improvements	0.00	445,342.00	445,342.00		445,342.00	445,342.00	0.00
TOTAL CAPITAL PROJECT FUNDS	0.00	667,656.00	667,656.00	0.00	667,656.00	667,656.00	0.00

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024

FUND CLASSIFICATION: ENTERPRISE

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
				Personal Services	Other	Total	
Water	2,205,691.22	925,000.00	3,130,691.22	360,600.00	663,240.72	1,023,840.72	2,106,850.50
Sewer	4,331,163.32	1,340,000.00	5,671,163.32	396,500.00	1,187,000.00	1,583,500.00	4,087,663.32
Sanitation	284,037.29	495,000.00	779,037.29	17,000.00	480,000.00	497,000.00	282,037.29
Deposit Trust	97,633.20	19,000.00	116,633.20		50,000.00	50,000.00	66,633.20
Utility Maintenance Reserve	127,869.65	3,000.00	130,869.65		125,000.00	125,000.00	5,869.65
TOTAL ENTERPRISE FUNDS	7,046,394.68	2,782,000.00	9,828,394.68	774,100.00	2,505,240.72	3,279,340.72	6,549,053.96

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024

FUND CLASSIFICATION: CUSTODIAL

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
				Personal Services	Other	Total	
Unclaimed Funds	1,885.18	1,000.00	2,885.18		1,000.00	1,000.00	1,885.18
TOTAL CUSTODIAL FUNDS	1,885.18	1,000.00	2,885.18	0.00	1,000.00	1,000.00	1,885.18

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2024**

TOTAL OF ALL FUNDS

FUND	Estimated Unencumbered Fund Balance 1/1/2024	Estimated Receipts				Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2024
		Property Tax	County Local Govt Funds	Other	Total		Personal Services	Other	Total	
GENERAL	3,498,330.81	200,000.00	30,000.00	2,799,000.00	3,029,000.00	6,527,330.81	915,850.00	3,036,232.50	3,952,082.50	2,575,248.31
SPECIAL REVENUE	1,139,702.01			2,352,550.00	2,352,550.00	3,492,252.01	40,000.00	2,643,201.52	2,683,201.52	809,050.49
DEBT SERVICE	0.00			632,812.50	632,812.50	632,812.50		632,812.50	632,812.50	0.00
CAPITAL PROJECTS	0.00			667,656.00	667,656.00	667,656.00		667,656.00	667,656.00	0.00
ENTERPRISE	7,046,394.68			2,782,000.00	2,782,000.00	9,828,394.68	774,100.00	2,505,240.72	3,279,340.72	6,549,053.96
CUSTODIAL	1,885.18			1,000.00	1,000.00	2,885.18		1,000.00	1,000.00	1,885.18
	11,686,312.68	200,000.00	30,000.00	9,235,018.50	9,465,018.50	21,151,331.18	1,729,950.00	9,486,143.24	11,216,093.24	9,935,237.94



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, Director of Finance
From: Jerry Haddix, City Administrator
Date: July 5, 2023
Subject: Rumpke Contract 2023-2027

On June 20th, the bids were opened for trash and recycling collection services beginning September 1st, 2023, through August 31st, 2028. The contract is for three years with two (2) additional one-year options. Rumpke was the sole bidder.

As shown on the attached spreadsheet, there is a nearly nine percent (9%) increase over the current rate for the first year with 5% increases for the following four years. Given the recent increases in prices throughout the economy, the bid from Rumpke seems reasonable and I recommend awarding the contract to them. Given the fact that the contract goes into effect on September 1st, I recommend that it should be adopted as an emergency.

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

	TRASH COLLECTION		% increase from previous year
current	2022	\$ 12.71	
	2023	\$ 13.75	8.2%
	2024	\$ 14.44	5.0%
	2025	\$ 15.16	5.0%
	2026	\$ 15.92	5.0%
	2027	\$ 16.71	5.0%

	CURBSIDE RECYCLING		
current	2022	\$ 4.29	
	2023	\$ 4.75	10.7%
	2024	\$ 4.99	5.1%
	2025	\$ 5.24	5.0%
	2026	\$ 5.50	5.0%
	2027	\$ 5.77	4.9%

	COMBINED TRASH & RECYCLING		
current	2022	\$ 17.00	
	2023	\$ 18.50	8.8%
	2024	\$ 19.43	5.0%
	2025	\$ 20.40	5.0%
	2026	\$ 21.42	5.0%
	2027	\$ 22.48	4.9%

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-26**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND
DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT FOR SERVICES WITH
RUMPKE OF OHIO, INC. FOR SOLID WASTE COLLECTION AND DISPOSAL
INCLUDING CURBSIDE RECYCLING FOR RESIDENCES IN THE CITY FOR A
PERIOD OF FIVE YEARS WITH A RESERVATION OF RIGHTS TO REBID A NEW
CONTRACT OR EXTEND THE CONTRACT A MAXIMUM OF TWO - ONE YEAR
INTERVALS, AND DECLARING AN EMERGENCY**

WHEREAS, the City's current contract with Rumpke of Ohio, Inc., for the residential collection and disposal of solid waste including curbside recycling expires on August 31, 2023; and,

WHEREAS, on May 28, 2023, the City published advertisements in the Journal News-Pulse of Lebanon and Mason for competitive bids for the residential collection and disposal of solid water including curbside recycling; and,

WHEREAS, as advertised, the bid opening was held June 26, 2023, and Rumpke of Ohio, Inc. was the sole bidder; and,

WHEREAS, the City's Staff has reviewed the bid submitted by Rumpke of Ohio, Inc. and find the bid to be responsive to the bid specifications and invitation; and,

WHEREAS, immediate action is required to assure sanitary collection and disposal of solid waste services are provided in the City, 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 the Agreement for Services for Solid Waste Collection and Disposal with Curbside Recycling in the City of South Lebanon by Rumpke of Ohio, Inc., 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.

Resolution 2023-26

Page 2

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 of July, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2023

Effective Date – / /2023

Second Reading – / /2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /20238

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and Rumpke of Ohio, Inc., organized under the laws of the State of Ohio as a Corporation, whose address is 10795 Hughes Road, Cincinnati, Ohio 45251 ("Contractor").

The City desires to engage Contractor to render services as described further in this Agreement.

The City and the Contractor in consideration of their mutual covenants herein agree, in respect of the performance of professional services by Contractor and the payment for those services by the City, to the following terms, conditions and obligations.

SECTION 1 - BASIC SERVICES OF CONTRACTOR

1.1 The Notice to Bidders and all specifications and attachments thereto are incorporated by reference herein ("Contract Documents") and become part of this Agreement as if fully rewritten herein.

1.2 Contractor shall perform Basic Services ("the Basic Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit A. In the event any terms and provisions of Exhibit "A" shall be in conflict with this Service Agreement or the Contract Documents incorporated herein, this Service Agreement and the Contract Documents shall be controlling.

SECTION 2 - ADDITIONAL SERVICES OF CONTRACTOR

2.1 If authorized in writing by the City and Contractor, Contractor shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services shall be agreed upon in writing by the City and Contractor.

SECTION 3 - THE CITY'S RESPONSIBILITIES

The City shall:

- 3.1. Provide all criteria and full information for the Basic Services.
- 3.2. Furnish Contractor, as required for performance of Contractor's Basic Services data prepared by or services of others, as applicable.
- 3.3. Arrange for access to and make all provisions for Contractor to enter upon public property as required for Contractor to perform the scope of services.
- 3.4. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the City and Contractor may require or Contractor may reasonably request with regard to legal issues pertaining to the Basic Services.
- 3.5. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the

City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

- 3.6. Give prompt written notice to Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect in the work of any third party.
- 3.7. Furnish, or direct Contractor to provide, upon approval of the City, necessary Additional Services as stipulated in writing.
- 3.8. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of payment for Contractor's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a fully executed Agreement from the City, Contractor shall proceed with the performance of the services called for in Exhibit A.
- 4.3. If the City has requested significant modifications or changes in the extent of the Basic Services, the time of performance of Contractor's services and its various rates of payment shall be adjusted appropriately, upon approval of the City and the Contractor of a written scope.

SECTION 5 - PAYMENTS TO CONTRACTOR

5.1 Methods of Payment for Services of Contractor.

- 5.1.1. **For Basic Services. The City shall pay Contractor for Basic Services rendered under Section 1 as follows:**

The Contractor agrees to provide the Basic Services set forth Exhibit 1 attached hereto to the City for the Basic Services as follows.

All the following rates are prices for an unlimited number of 96-gallon trash containers per residential unit per month.

2023	\$13.75 per month
2024	\$14.44 per month
2025	\$15.16 per month
2026	\$15.92 per month
2027	\$16.71 per month

All the following rates are prices for an unlimited number of 18-gallon or 65-gallon recycling carts with lid and wheels per residential unit per month.

2023	\$4.75 per month
2024	\$4.99 per month
2025	\$5.24 per month
2026	\$5.50 per month
2027	\$5.77 per month

- 5.1.2 **For Additional Services. The City shall pay Contractor for Additional Services rendered set forth in writing by the City and Contractor.**

5.2 Times of Payments.

- 5.2.1. Contractor shall submit itemized statements for Basic and Additional Services rendered. The City shall make prompt payments in response to Contractor's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the City Council's regularly scheduled Council Meeting on the 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

- 5.3.1. If the City fails to make any payment due Contractor for services and expenses within forty-five (45) days after receipt of Contractor's itemized statement therefore, the amounts due Contractor shall include a charge at the rate of 1% per month from said 45th day, and in addition, Contractor may, after giving seven days written notice to the City, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Contractor for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.4 Definitions

Not Applicable

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents prepared by Contractor pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Basic Services. Any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at the City's risk and without liability or legal exposure to Contractor. Any verification or adaptation requested by the City to be performed by Contractor will entitle Contractor to further compensation at rates to be agreed upon by the City and Contractor.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

- 6.4.1. The City and Contractor each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the City nor Contractor shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent associates and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and Contractor.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

6.7 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

6.9 Parties

Whenever the terms "the City" and "Contractor" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or

authorized representatives of the City and the Contractor.

6.10 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The City of South Lebanon, Ohio
Attn.: City Administrator
10 N. High Street
South Lebanon, OH 45065

Contractor: Rumpke of Ohio, Inc.
Attn.: Dean Ferrier, Municipal/Public Sector Account Manager
Address: 3800 Struble Road
Address: Cincinnati, Ohio 45251

6.12 Insurance

Contractor shall carry comprehensive general liability insurance, with no interruption of coverage during the entire term of this Agreement. Contractor further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Contractor shall provide the City with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the City. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the City in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$5,000,000 per occurrence;

(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Contractor shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with

any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for Contractor;

(f) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Contractor shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions, if any:

None

7.2 The following Exhibits are attached to and made a part of this Agreement:

Exhibits 1 and 2.

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the City and Contractor, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 10 – INDEMNIFICATION

Contractor will indemnify and save the City harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the City's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Contractor, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Contractor, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

SECTION 11 – EXECUTION

CONTRACTOR :

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc., the Contractor herein, has caused this Agreement to be executed on the date stated below by _____, whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CITY:

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

SIGNATURE: _____

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

PRINTED NAME: Petrina D. Williams

TITLE: Director of Finance

DATE: _____

APPROVED AS TO FORM:

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

By: _____

Date: _____

EXHIBIT A

CITY OF SOUTH LEBANON, OHIO **SOLID WASTE COLLECTION AND DISPOSAL SERVICES** **INCLUDING CURBSIDE RECYCLING**

GENERAL SPECIFICATIONS AND INFORMATION

SECTION 1.

It is the intent of this Agreement that prices for the collection and disposal or processing of solid waste for residential users with hand-service units within the corporate limits of the City of South Lebanon, being more specifically defined within this Agreement. Waste pickup for apartments and business properties with dumpster containers are managed under separate contracts and are not included in this Agreement. Waste pickup for City-owned properties shall be done at no cost to the City, including the City Administration Building, the Public Works building, the Sheriff's office, and the Union Township Fire Department.

SECTION 2.

Contractor shall have the franchise, license and privilege to provide waste collection, removal and disposal or processing services within the corporate limits of the City.

SECTION 3.

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the City of South Lebanon. The charge for disposal shall be included in the rate set forth in the Agreement for each Unit serviced by the contractor.

SECTION 4.

It is the City's desire to maintain the same pickup schedule and routes as currently being used. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents or businesses affected after first receiving the written approval of the City of South Lebanon. Hereafter, the City shall refer to the City Administrator or his designee.

SECTION 5.

The Price for each residential unit serviced by the Contractor shall include all costs associated with the collection and disposal or processing of solid waste and recyclables. There shall be no additional fees or surcharges added to the cost of service unless prior approval is granted by the City.

SECTION 6.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collection and removal of waste material shall be kept neat, clean and sanitary and shall be licensed by the Warren County Combined Health Department.

SECTION 7.

Contractor agrees to handle all containers without abuse and to return all emptied containers to the location where the owner set them. Containers destroyed or removed by the Contractor will be replaced by the Contractor at the Contractor's expense.

SECTION 8.

Contractor's employees should at no time exhibit improper or abusive language or unacceptable or improper conduct to the public, or use or be under the influence of drugs/alcohol while on duty or such offender will be removed from the City's route by the contractor or upon request by the City.

SECTION 9.

The City is not to be responsible for any problems arising at the disposal site as a result of solid waste collected in the City or any other place. The disposal site used by the Contractor shall be and shall continue to be a State and Federal Environmental Protection Agency approved facility for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 11.

The Contractor shall provide the City with a copy of an approved Environmental Protection Agency permit for the disposal site which shall be used for the term of the contract and shall remain in full compliance with all Federal and Ohio Environmental Protection Agency regulations, as well as any local regulations.

SECTION 12.

The City is not to be responsible for any problems arising at the material recovery facility as a result of recyclables collected in the City or any other place. Where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 13.

The City is not to be responsible for any problems arising at the yard waste composting facility as a result of yard waste collected in the City or any other place. The composting site used by the contractor shall be and shall continue to be a State Environmental Protection Agency approved facility for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 14.

The City shall be given the name and phone number of the single appropriate person within the Contractor's employment with whom complaints can be aired and remedied. The City shall also be given the name and phone number of the foreman or other assigned representative of the Contractor responsible for all collections (residential, recycling or yard waste) within the City each day.

SECTION 15.

Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

SECTION 16.

Upon completion of the day's routes, the foreman or other assigned representative of the Contractor for that particular day will check with an assigned City representative and will address complaints of the day's route. Routes will not be considered complete until checked with the City and all complaints addressed.

SECTION 17.

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on that regularly scheduled day or at the beginning of the next day's route, if Contractor was notified after that day's route was completed. Routes will not be considered complete until checked with the City and all complaints addressed.

SECTION 18.

If it is felt by the City that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the Agreement.

SECTION 19.

Should the City feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the Contractor will be required to reimburse the City for such funds necessary to complete the work as guaranteed by the Agreement. Such reimbursement shall be determined by the City based on personnel and equipment costs necessary to rectify the problem and those costs shall be deducted from payment to the Contractor.

SECTION 20.

Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and in the City of South Lebanon.

SECTION 21.

Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the City (earnings tax, etc.).

SECTION 22.

Contractor shall indemnify, defend and save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

SECTION 23.

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to Contractor's waste removal personnel or equipment while performing services for the City. (See Section 24).

SECTION 24.

Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 22. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following expressed obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purposes of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Employer's Liability	\$1,000,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Liability	
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$250,000 with the result that the Contractor is its own insurer to that extent. The Contractor's parent corporation may provide the coverages.

The Contractor shall issue a certificate of insurance naming the City as an Additional Insured with the following language: The City of South Lebanon, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof are named as Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

SECTION 25.

No assignment of the contract or any right accruing under this Agreement shall be made in whole or in part by the contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Agreement.

SECTION 26.

Either the City or the Contractor may terminate with cause the contract within 90 days by registered or certified mail notification to the other party. If it is determined by the City that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem(s). Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the Agreement.

The City reserves the right to terminate this Agreement immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.

In case of default by the Contractor, the City may procure the articles of services from other sources without further advertising and may hold the Contractor responsible for any excess costs occasioned thereby.

SECTION 27.

The City will impose monetary penalties on the Contractor for failing to perform responsibilities as outlined in the bid specifications. The sum of the monetary penalty shall be deducted from the Contractor's payment for services as defined in this Agreement.

First Offense: \$100.00 fine per incident

Second Offense: \$1,000.00 fine per incident

Third Offense: \$10,000.00 fine per incident and possible termination of contract.

Fourth Offense: Termination of Agreement

SECTION 28.

Contractor will be required to keep records and submit reports to comply with the Warren County Solid Waste Management District's Annual District Reporting Requirements. These reports will serve as a means to apprise City staff and the Warren County Solid Waste Management District of the status of solid waste disposal and recycling activities and expenditures. Reporting requirements include:

A. Quarterly Project Status Report

The Contractor shall provide quarterly project status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. At a minimum, the reports shall include:

1. Weight of recyclable material collected and recycled.
2. Weight of Solid Waste collected and disposed.
3. Weight or cubic yards of Yard Waste collected and composted.
4. Number or percentage of residents participating in the curbside recycling.
5. Quarters to be reported shall include:

1st Quarter = January, February, March

2nd Quarter = April, May, June

3rd Quarter = July, August, September

4th Quarter = October, November, December

B. Annual Reports

Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 45 days of the end of the calendar year. At a minimum, the report shall include the information included in the quarterly project status reports.

SECTION 29.

Residential collection as of May, 2023 has been estimated to consist of 2,142 residential units receiving curbside service. Based on a City of South Lebanon's audit these numbers could fluctuate. Official count will be at the City of South Lebanon's direction.

SECTION 30.

The contract to be awarded shall cover:

A. The Agreement shall be effective for a period of three (3) years, with the City reserving the right to re-bid a new contract. The City shall also have the right to extend the contract at one-year intervals for up to the maximum of two (2) additional years;

B. This Agreement shall be effective upon the execution of the Agreement and performance of such Agreement shall begin on or about September 1, 2023;

C. The Agreement shall also include the maximum increase the Contractor may request for the contract or one year option periods;

D. A price is a per residential and like unit charge, which includes trash collection, curbside recycling and yard waste collection, with the Contractor for all or each segment to add all new or additional units at same price per unit;

E. There shall be no limit to the number of standard-sized (96-gallon) containers and/or bags generated by a household on a weekly basis, except that containers and/or bags shall not weigh more than fifty (50) pounds.

F. Yard waste will be collected at the same time as regular trash. All properly prepared solid waste and yard waste shall be collected on a weekly basis.

G. Each user shall be provided with two (2) 96-gallon wastewheeler receptacles for solid waste collection at no charge.

H. The price shall include a weekly curbside recycling collection on the same day as regular trash service.

I. The Contractor shall include providing dumpsters for two (2) cleanup days per year at no charge.

J. Prices shall include all applicable existing and anticipated Federal, State, District, and other related fees and all costs to provide waste collection, curbside recycling and yard waste collection.

SECTION 31.

The Contractor has satisfied itself by its own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The execution of the Agreement shall be considered evidence that the Contractor has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained therein.

SECTION 32.

The City reserves the right to require the Contractor to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling and yard waste composting), previous to the bidding of the contract. The City also reserves the right to require Contractor to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the City of South Lebanon and to begin promptly when so ordered after contract is awarded.

SECTION 33.

Contractor shall comply with all applicable requirements of the Warren County Solid Waste District Solid Waste Management Plan and any amendments if and when they are adopted. For any questions regarding this document, please contact Susanne Mason, Warren County Solid Waste Manager, and 513-695-1210.

SECTION 34.

Payment shall be made monthly; such payments to be made upon the certificate of the City Fiscal Officer, or other authorized agent of the City.

SECTION 35.

The Contractor will designate what educational opportunities will be available to the City of South Lebanon, Local School District and to City's residents and community groups.

The Contractor will develop comprehensive educational literature explaining how the curbside recycling program and yard waste programs will work, scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This literature will be mailed by the Contractor to all City single family dwellings and equivalent business property owners two (2) weeks before the program is implemented and annually thereafter. Additional literature is to be provided to the City for their distribution. In lieu of the brochure and at the City's discretion the Contractor will be responsible for the cost to develop an insert to be mailed, on an annual basis to all residents as part of their monthly utility bill. All material must be reviewed and approved by the City prior to distribution.

SECTION 36.

Contractor shall collect and pay all fees assessed by the City, Solid Waste Management District, State, Combined Health District, or other authorized waste authority. Fees shall be collected and paid regardless of where the waste is processed or disposed. The District's fee should be included in the unit prices.

SECTION 37.

Collections shall be made at least once a week, no earlier than 6:00 a.m. and no later than 6:00 p.m., Monday through Friday. An exception to the established collection times is permitted during inclement weather conditions (snow and ice only). The following shall be holidays for purposes of this Contract: New Year's Day and Christmas Day. Collections for such Holidays will be delayed one day with all generated solid waste for those weeks being removed no later than Saturday.

SECTION 38.

Special carryout services for the handicapped or elderly shall be acknowledged and acted upon by the contractor as directed by the City Administrator or his representative.

RESIDENTIAL WASTE SPECIFICATIONS

SECTION 1.

The term "waste material" shall include all municipal solid waste originating from the use of property situated only within the corporate limits of the City of South Lebanon, Ohio, and more specifically being identified in the following categories:

A. All solid waste material that size will allow to be placed in a standard rear load, front load, or side load hopper.

B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, and mattresses; (CFCs shall be removed from all appropriate appliances prior to disposal by the resident).

C. Garbage as defined as organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption.

D. Cold ashes placed in a separate bag or container. Hot ashes will not be accepted.

SECTION 2.

Collection of waste material shall be provided once each week on announced days, for which containers are placed at the curb, edge of street or right-of-way, or at rear of property where applicable.

SECTION 3.

All containers must be either metal or plastic, with handles and lids, or sealed plastic bags of substantial construction.

SECTION 4.

All brush in small piles or tied in bundles not more than 4 feet in length. Grass clippings, leaves, and other yard trimmings placed in suitable disposable type containers will be accepted. Certain yard waste generated from the City of South Lebanon is currently subject to Ohio Department of Agriculture quarantine. Additional information about yard waste management is listed in this bid document.

SECTION 5.

Contractor shall collect an unlimited number of garbage or waste containers consisting of standard garbage or waste receptacles and/or plastic bags but not exceeding fifty (50) pounds in weight per container

SECTION 6.

All wooden and paper boxes broken down and/or tied in small bundles will be accepted.

SECTION 7.

Whole Waste Tires and Lead Acid Batteries are not to be accepted per Ohio Environmental Protection Agency regulations.

SECTION 8.

Contractor must remove all materials and contents set out by residents, avoid spilling waste material, and clean up the collection area if the waste is spilled.

RESIDENTIAL CURBSIDE RECYCLING SPECIFICATIONS

SECTION 1.

Contractor shall collect and remove all co-mingled recyclable materials once each week on the regularly scheduled trash collection day from all residences and like businesses plus business with dumpsters.

SECTION 2.

Provide and distribute each residential unit with recycling container or containers. Each

unit shall be provided with one (1) 18-gallon recycling bin to hold commingled recyclables or one (1) 65-gallon wastewheeler for recyclables at no additional charge. Businesses that are similar to residential units will be set up with the appropriate number or type of container. Color of the recycling container will be at the discretion of the contractor.

SECTION 3.

Contractor shall provide bins to new customers within one week from the day of notification.

SECTION 4.

If residents need additional bins, either to use with the original bin or used as a replacement for the original bin, the resident may purchase these additional bins at a price stipulated in this Agreement. For additional materials, resident may also place recyclables in plastic bags or grocery sacks and place them beside or on top of the recycling bin.

SECTION 5.

Recyclable materials to be collected will include, but not be limited to, newspapers, aluminum and bi-metal beverage cans, tin food cans, and all plastic #1 and #2 bottles. Bidder will list other items that they will collect and recycle like corrugated cardboard, junk mail, paper type products, cereal boxes, glass bottles and jars, etc.

SECTION 6.

Transport the collected recyclable materials to a central processing site and ensure the materials are processed, sent to their respective markets and recycled. At no time shall recovered materials be disposed of in a landfill or incinerator.

SECTION 7.

Assist the City in a public awareness campaign to promote the City's recycling program. This should include "How-to" literature to describe the program and explain how recyclable materials should be prepared. All material must be reviewed and approved by the City prior to distribution.

SECTION 8.

Provide City offices with a supply of recycling bins or containers for customer pick-up from City offices.

YARD WASTE MANAGEMENT and COMPOSTING PROGRAM

SECTION 1.

Yard Waste is defined as grass cuttings, leaves, hedge cuttings, tree trimmings, tree limbs, the debris resulting from the removal of entire trees, or other types of yard trash.



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, Director of Finance
From: Jerry Haddix, City Administrator
Date: July 5, 2023
Subject: City of Lebanon M-M-M Waterline Easement

We are working to continue to work to extend a water main down Mason-Morrow-Millgrove Road west to the Lebanon Bike Trail and provide water to the River Creek Lofts. As part of the project, we need an easement from the City of Lebanon to cross their driveway to the sewer plant. The City has signed the attached easement.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-27**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR
OF FINANCE TO EXECUTE AN EASEMENT AGREEMENT FOR A PERPETUAL
WATERLINE EASEMENT ON THE PROPERTY OWNED BY THE CITY OF
LEBANON NECESSARY FOR THE CONSTRUCTION OF A WATER LINE, AND
DECLARING AN EMERGENCY**

WHEREAS, providing utilities, including the provision of safe, drinking water, is one of the functions of local municipal government; and,

WHEREAS, in order to extend public water service along Mason-Morrow-Millgrove Road west of Sutton Drive to serve additional areas of the City, certain easements are necessary to allow for the construction of a water main along this area; and,

WHEREAS, the City of Lebanon, being a property owner along the proposed water main location, has agreed to grant the City a perpetual Water Line Easement as per the terms in the attached Easement Agreement; and,

WHEREAS, immediate action is required for the City to acquire the said public water line easement to maintain the construction schedule for the project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Easement Agreement with the City of Lebanon, a copy of which is attached hereto.

Section 2. Authorizing the Director of Finance to pay the recordation costs to record the Easement Agreement in the Warren County Recorder's Office.

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

Resolution No. 2023-27

Page 2

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.

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

Adopted this 6th day of July, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

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

Prepared by and approved as to form:

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

By: _____

Date: 7/6/2023

EASEMENT AND AGREEMENT

(Water Line and Appurtenances)

CITY OF LEBANON, an Ohio municipal corporation with an address of 50 South Broadway, Lebanon, Ohio 45036 ("Grantor"), for One Dollar and other good and valuable consideration recited herein paid by the **CITY OF SOUTH LEBANON, an Ohio municipal corporation**, acting by and through its duly elected **City Council**, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of **10 High Street, South Lebanon, Ohio 45065** ("Grantee"), the receipt and sufficiency of which are hereby stipulated, does hereby grant to Grantee, its successors and assigns forever, an easement in, on, over, under, across and through the real property particularly described in Exhibit "A" and illustrated in Exhibit "B" (the "Easement Area"), both of which are attached hereto and incorporated by reference herein, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating an underground water utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground water line.

The said permanent easement shall be subject to the following:

1. Grantee at its sole cost shall be entitled to survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove, the water utility line, apparatus and appurtenances within the Easement Area, including without limitation the activities customarily associated therewith and the right to remove or abate any obstructions or items that may endanger the safety of or interfere with Grantee's rights herein. The said Improvements shall be constructed or reconstructed in accordance with Project construction plans and specifications, a copy of which will be maintained on file in the Office of the South Lebanon City Administrator and available to Grantor at all times. Grantee shall, at its expense, promptly return the surface of the Easement Area to its former condition as nearly as is reasonably practicable subject to the rights in this Easement. Once Grantee commences construction of the Improvements, it shall diligently and expeditiously complete such construction. During construction of the Improvements, Grantee shall keep the worksite in neat, clean and orderly condition, and remove from Grantor's property any equipment or vehicles required for construction purposes when such equipment or vehicles are no longer being used for the same.

2. After Grantee's approval and acceptance of the said Improvements, Grantee agrees that upon subsequent entry by Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of the Improvements, it will at Grantee's expense promptly restore the surface of Grantor's

property within the Easement Area to its former condition as nearly as is reasonably practicable. Grantor understands and agrees that restoration of Grantor's property within the Easement Area shall not include repair or replacement of any structures, improvements, fixtures, or other tangible items in the Easement Area.

3. The perpetual easement rights granted herein are "non-exclusive". Grantor retains the right to use Grantor's property for all purposes which do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvements or access thereto. Grantor shall not cause or allow any permanent or temporary building, structure, facility, or other improvement to be constructed in or upon the Easement Area, except utility service lines, paved parking, driveways, landscaping and sidewalks. If Grantor makes permanent or temporary improvements in or upon the Easement Area, other than those stated above, then Grantor shall assume full responsibility for any damage or destruction of such improvements by Grantee, and Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such improvements during the good faith exercise of the rights granted herein. Any permanent or temporary improvements are subject to Grantee's approval.

4. Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good, right, and full power to grant this Easement and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded, and any subsequent transfers shall be subject to Grantee's rights established herein. Grantor further covenants and warrants to Grantee that this Easement is not subordinate to any mortgages.

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

[signature pages follow]

GRANTOR

City of Lebanon municipal corporation
~~Kings Local School District~~, an Ohio ~~public school district~~, the Grantor herein,
has caused its name to be affixed hereto by Scott Brunka whose title is
City Manager, on the date stated below, pursuant to the authority granted to
him to act on the City's behalf by resolution or consent action.

CITY OF LEBANON, OHIO

SIGNATURE: _____

NAME: Scott Brunka

TITLE: City Manager

DATE: 6/21/23

STATE OF OHIO, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on the 21st day of June, 2023, before me,
the subscriber, a Notary Public, in and for said County and State, personally appeared
an individual known or proven to me to be Scott Brunka whose title is
City Manager of Lebanon, whose name is subscribed hereto,
and who acknowledged the signing and execution of said instrument is his free and
voluntary act and deed.

[seal]



KELLI L. KLINE
Notary Public, State of Ohio
My Commission Expires:
August 17, 2025

Notary Public: Kelli L. Kline
My Commission Expires: Aug 17, 2025

GRANTEE:

IN EXECUTION WHEREOF, the City of South Lebanon, Ohio, acting through its City Council, has caused this instrument to be executed by James D. Smith, its Mayor, and Petrina D. Williams, its Fiscal Officer, on the date stated below, pursuant to Resolution Number 23-_____ dated _____.

CITY OF SOUTH LEBANON, OHIO

SIGNATURE:_____

SIGNATURE: _____

NAME: James D. Smith

NAME: Petrina D. Williams

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be **James D. Smith, Mayor** and **Petrina D. Williams, Fiscal Officer**, of the City of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 23-_____, dated _____, and while acting in their official capacity, did acknowledge the signing thereof to be their voluntary act and deed.

[SEAL]

Notary Public: _____
My Commission Expires: _____

**THIS PREPARED AND
APPROVED AS TO FORM BY:**

CITY SOLICITOR
SOUTH LEBANON, OHIO

SIGNATURE: _____

NAME: Andrew P. Meier

TITLE: City Solicitor

DATE: _____

DESCRIPTION FOR: 20' WATER MAIN EASEMENT

**LOCATION: Mason-Morrow-Millgrove Road
600 Square Feet**

Situate in Section 7, Town 4, Range 3, Symmes Purchase, City of Lebanon, Union Township, Warren County, Ohio and being part of a 25.3705 acre tract of land as conveyed to the City of Lebanon, Ohio by deed recorded in Official Record 240, Page 497 (all records of the Warren County, Ohio Recorder's Office) and also being a water main easement, 20.00 feet in width, more particularly described as follows:

Beginning at a point in the west line of grantor herein, and east line of a 13.045 acre tract of land as conveyed to the Kings Local School District by deed recorded in Document Number 2019-011703, lying North 74°05'04" East, 955.00 feet and South 15°54'56" East, 40.00 feet from the intersection of the centerline of Mason-Morrow-Millgrove Road (County Road No. 38) with the northeast right-of-way line of the Lebanon Countryside Trail (former Penn-Central Railroad);

Thence from said point of beginning, with a line parallel to and 40.00 feet south of said centerline, as measured perpendicular thereto, North 74°05'04" East, 30.00 feet to grantors east line and west line of a 7.240 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Official Record 490, Page 154;

Thence, along grantors east line and west line of said Oeder & Sons Garage, Inc., South 15°54'56" East, 20.00 feet;

Thence, with a line parallel to and 60.00 feet south of said centerline, as measured perpendicular thereto, South 74°05'04" West, 30.00 feet to grantors west line and east line of aforesaid Kings Local School District;

Thence, along grantors west line and east line of said Kings Local School District, North 15°54'56" West, 20.00 feet to the point of beginning.

Containing 600 square feet.

The above-described easement being for the purpose of construction, operation, maintenance, repair and/or replacement of the water main and its appurtenances contained therein.

Subject to all legal highways, easements and restrictions of record.

Bearings based on the US State Plane NAD 83 (Ohio South Zone 3402).

Being the result of an Easement Plat dated the 19th of August, 2021, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

Date: 19 AUG 2021

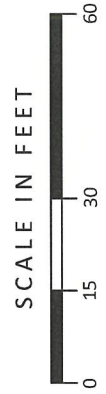
MSP No.: 06308.19

06308193-LEG-EAS-600sf-east



McGill Smith Punshon
 ■ Architecture ■ Engineering ■ Landscape Architecture ■ Planning ■ Surveying
 3700 Park 42 Drive Suite 1208 Cincinnati OH 45241 Phone 513.755.0004 www.mspdesign.com

Date	19 AUG 2021
Scale	1" = 30'
Drawn By	CMB Proj. Mgr.
Survey Database	RDN
DWG	0630819
X-Ref(s)	06308193-EAS-WM
Project Number	06308.19
File No.	06308.19
Sheet No.	1 / 1



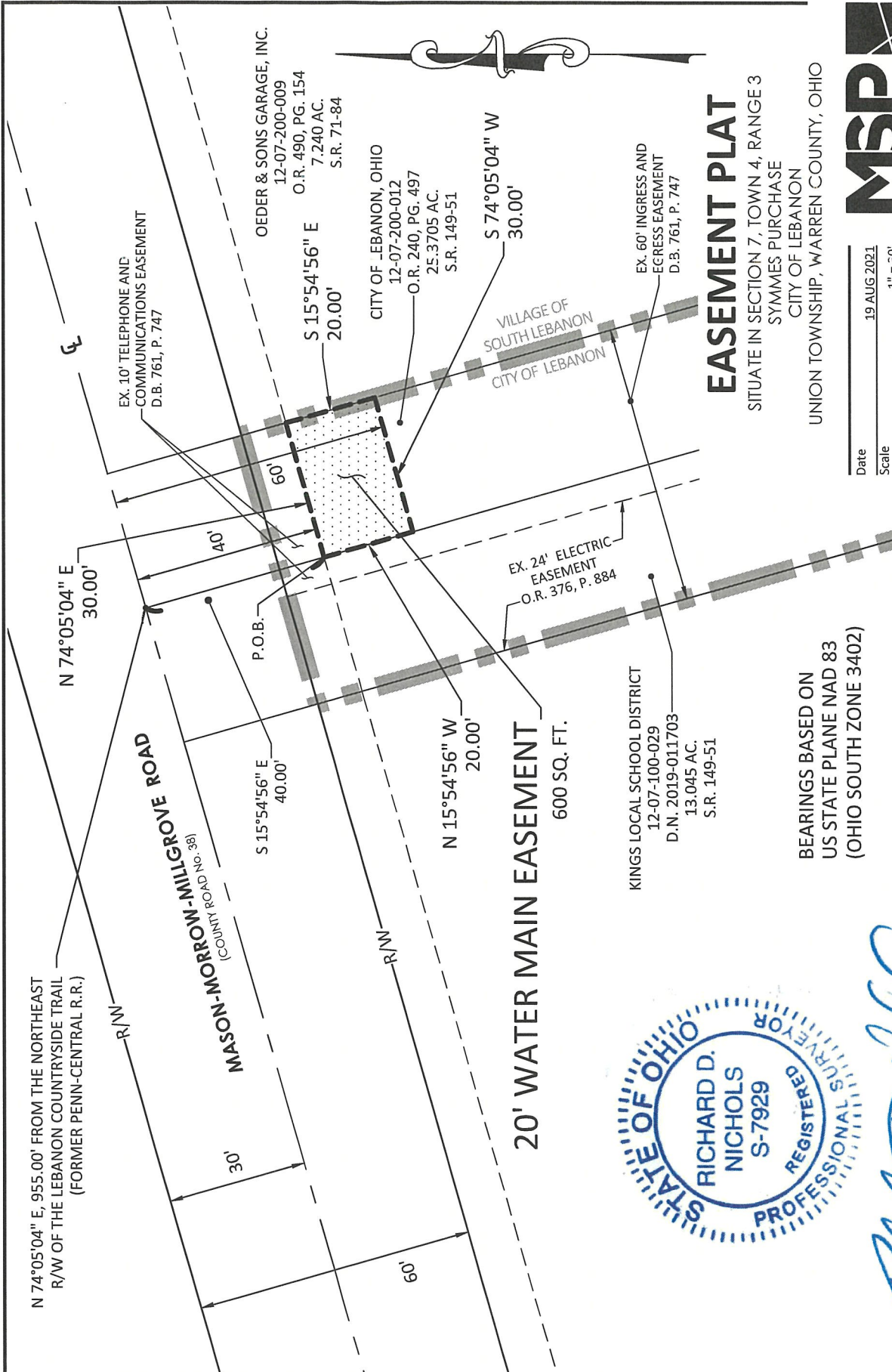
BEARINGS BASED ON
 US STATE PLANE NAD 83
 (OHIO SOUTH ZONE 3402)



Richard D. Nichols
 08/19/2021

EASEMENT PLAT

SITUATE IN SECTION 7, TOWN 4, RANGE 3
 SYMMES PURCHASE
 CITY OF LEBANON
 UNION TOWNSHIP, WARREN COUNTY, OHIO



**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-21**

**AN ORDINANCE RESCINDING ORDINANCES 2023-17 AND 2023-18 WITH
RESPECT TO THE ELECTRIC AND NATURAL GAS GOVERNMENTAL
AGGREGATION PROGRAMS IN THE CITY OF SOUTH LEBANON, AND
DECLARING AN EMERGENCY**

WHEREAS, at their meeting on June 15, 2023, the South Lebanon City Council (hereinafter "Council") passed Ordinances 2023-17 and 2023-18 adopting the Plans of Operation and Governance for the Electric and Natural Gas Aggregation Programs, and

WHEREAS, due to a staff oversight, these ordinances should not have been passed until after the required public hearings were conducted on June 21, 2023; and

WHEREAS, to immediately correct the error of passing these ordinances prematurely, 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 ORDAINED 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 hereby rescinds Ordinances 2023-17 and 2023-18 with respect to the electric and natural gas governmental aggregation program in the City of South Lebanon.

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

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.

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 No. 2023-21

Page 2

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-22**

**AN ORDINANCE ADOPTING AND APPROVING A PLAN OF OPERATION AND
GOVERNANCE FOR ELECTRIC GOVERNMENTAL AGGREGATION IN THE
CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon, Ohio City Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses, and other electric customers in the City of South Lebanon, Ohio (hereinafter "City", as permitted by law; and

WHEREAS, the Council has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of Electric Governmental Aggregations; and

WHEREAS, the Council now intends to file for certification as a Governmental Aggregator which requires that the Council first adopt its Plan of Operation and Governance; and

WHEREAS, the Council has determined this Ordinance is in the best interest of the City's residents and promotes the general welfare of said citizenry;

WHEREAS, to immediately forward the Plan to the Public Utilities Commission of Ohio and proceed with the energy aggregation program, 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 ORDAINED 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 adopts and approves a Plan of Operation and Governance with respect to the electric governmental aggregation as attached hereto as Exhibit A.

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

Ordinance No. 2023-22

Page 2

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.

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 ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-23**

**AN ORDINANCE ADOPTING AND APPROVING A PLAN OF OPERATION AND
GOVERNANCE FOR NATURAL GAS GOVERNMENTAL AGGREGATION IN
THE CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon, Ohio City Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program") for the residents, businesses, and other natural gas customers in the City of South Lebanon, Ohio (hereinafter "City", as permitted by law; and

WHEREAS, the Council has developed a Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of Natural Gas Governmental Aggregations; and

WHEREAS, the Council now intends to file for certification as a Governmental Aggregator which requires that the Council first adopt its Plan of Operation and Governance; and

WHEREAS, the Council has determined this Ordinance is in the best interest of the City's residents and promotes the general welfare of said citizenry;

WHEREAS, to immediately forward the Plan to the Public Utilities Commission of Ohio and proceed with the energy aggregation program, 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 ORDAINED 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 adopts and approves a Plan of Operation and Governance with respect to the natural gas governmental aggregation as attached hereto as Exhibit A.

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

Ordinance No. 2023-23

Page 2

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.

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 ____ day of _____, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
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

CC: Tina Williams, Director of Finance
Andrew Meier, Law Director

From: Jerry Haddix, City Administrator

Date: July 5, 2023

Subject: Personnel Ordinances

On June 21st, the Personnel Committee met and two of the items discussed were changes to the “on-call” policy for the Public Works department and the addition of a Senior Maintenance Worker position in the Public Works department.

The On-Call changes include 1) adding \$200/week for being on-call; 2) extending the response time for call-outs (with exceptions); and clarifying that the on-call person won’t get called out if they call in sick for that day.

Also, the Personnel Committee recommended adding a position for a more skilled maintenance worker. This position will be in Pay Grade 3 and require a higher skill level in operating equipment and construction required in the Public Works department.

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

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-24**

**AN ORDINANCE CREATING THE POSITION OF SENIOR MAINTENANCE
WORKER IN THE PUBLIC WORKS DEPARTMENT, ESTABLISHING
COMPENSATION, AND DESIGNATING COMPENSATION OF CERTAIN CITY
EMPLOYEES TO SPECIFIC CITY FUND(S) FOR THE NEWLY CREATED
POSITION OF SENIOR MAINTENANCE WORKER, AND DECLARING AN
EMERGENCY**

WHEREAS, the City staff has reviewed the current positions within the Public Works Department and is recommending the creation of a new position within the department; and,

WHEREAS, the City Personnel Committee met on June 21, 2023, and recommended creating the Senior Maintenance Worker position as attached; and,

WHEREAS, allocation of pay shall be established for all City positions and reflective of an employees' job description and duties and responsibilities; and

WHEREAS, immediate action is required to fill this position immediately, 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 position of Senior Maintenance Worker in the Public Works Department is hereby created.

Section 2. That the compensation pay range for said position shall be equal to Pay Grade 3 as set forth in the City of South Lebanon Compensation Plan.

Section 3. That the following position of the City of South Lebanon, Ohio shall be paid from the respective City fund(s) as indicated herein:

Public Works Department

Senior Maintenance Worker

General – 60%

Water – 15%

Sewer – 25%

Ordinance No. 2023-24

Page 2

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.

Section 4. 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 July, 2023.

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

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

Prepared by and approved as to form:

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

By: _____

Date: ____ / ____ /2023

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 1 of 3

Position Title: Senior Maintenance Worker **Name:**

Employment Status: Full-time

Dept./Div.: Public Works

FLSA Status: Non-Exempt

Reports To: Administrator

Pay Status:

Classification: Classified

QUALIFICATIONS: Any combination of training and work experience which indicates the possession of the knowledge, skills and abilities listed below. An example of acceptable qualifications:

Completion of secondary education or equivalent, plus minimum three (3) years of previous experience in concrete, asphalt, water, and sewer line repair and installation, and building, grounds, or street maintenance, or equivalent training, and/or experience.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Valid Ohio driver's license.

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101.

1. Performs a variety of unskilled, semi-skilled, and skilled tasks in order to assist with the maintenance of streets and other city facilities or property (e.g. erects street signs, paints traffic lines, installs guardrails, patches roadways, seals cracks in roadways, cleans and repairs storm sewers, cleans ditches, plows snow, etc).
2. Identifies, plans and directs infrastructure and other construction projects in the City as directed by City Administration.
3. May be responsible for supervising City Public Works staff during City-performed construction projects. Also responsible for training City staff in various construction skills as assigned.
4. Performs a variety of skilled trades, such as installs and repairs water and sewer lines in accordance with approved standards, installs and repairs complex concrete and asphalt jobs, assists with plumbing, electrical, and other skilled remodeling and construction tasks.
5. Performs general landscaping duties (e.g., grass cutting, weed eating, tree trimming and cutting, etc.); maintains parks, ball fields, and school buildings; performs painting, drywall, and remodeling tasks.
6. Operates light and heavy motorized equipment in order to assist with the maintenance of streets and other City facilities (tractor, dump truck, mower, sewer jet, etc.); maintains vehicles and equipment.
7. Lifts and carries objects weighing up to one hundred (100) pounds.

Developed by:

Date Adopted:

Clemans, Nelson & Associates, Inc.

Date Revised:

Loveland, Ohio 45140

{11/15/2010 PDSLBVI 00084305.DOC}

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 2 of 3

8. Demonstrates regular and predictable attendance.
9. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
10. Maintains valid Ohio driver's license

OTHER DUTIES AND RESPONSIBILITIES:

1. Performs any other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (* indicates developed after employment)

Knowledge of: City policies and procedures; department policies and procedures*; safety practices and procedures; project planning and implementation, general construction, maintenance, and repair; electrical installation, maintenance, and repair; road construction, maintenance, and repair; utility construction, maintenance, and repair; building construction, maintenance, and repair; mechanical maintenance; grounds maintenance and repair; heating, ventilation, and air conditioning installation, maintenance, and repair; basic water and sewer monitoring and maintenance; tool and vehicle use and maintenance; basic plumbing; basic building inspection; painting techniques.

Skill in: heavy equipment operation; use of bench and/or hand tools; carpentry; masonry; plumbing; pipe fitting; welding; motor vehicle operation.

Ability to: carry out instructions in written, oral, or picture form; deal with problems involving several variables within familiar context; recognize unusual or threatening conditions and take appropriate action; develop and maintain effective working relationships; perform heavy manual labor for extended periods of time in often adverse conditions; travel to and gain access to work site.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive.

Backhoe, bobcat, plow truck, dump truck, tractors, mowers, jackhammer, saws, and other related hand and power tools.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

The employee must negotiate, use, or work with or in the vicinity of:

1. Portable metal ladders.
2. Fixed ladders.
3. Noisy operations or activities.

Developed by:

Date Adopted:

Clemans, Nelson & Associates, Inc.

Date Revised:

Loveland, Ohio 45140

{11/15/2010 PDSLBVI 00084305.DOC}

CITY OF SOUTH LEBANON

An Equal Opportunity Employer

POSITION DESCRIPTION

Page 3 of 3

4. Compressed gasses (including acetylene).
5. Flammable and combustible liquids.
6. Personal protective equipment.
7. Confined spaces.
8. Portable fire extinguisher.
9. The handling of materials and supplies.
10. Hand operated power truck.
11. Portable jacks.
12. Air contaminants.
13. Hazardous chemicals.
14. Trenching and shoring activities.
15. Construction type equipment.
16. Construction activity.

GENERAL DUTY: SAFE AND HEALTHFUL WORKPLACE:

The employee:

1. May be exposed to potentially dangerous situations.
2. Is frequently exposed to hot, cold, wet, humid, and windy weather conditions.
3. Is occasionally exposed to hazardous driving conditions.
4. Is occasionally exposed to shaking objects or surfaces.
5. Is exposed to dust and dirt.
6. May occasionally encounter hostility from the general public.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My signature below signifies that I have reviewed and understand the contents of my position description.

(Approval of Appointing Authority)

(Date)

(Employee Signature)

(Date)

Developed by:

Date Adopted:

Clemans, Nelson & Associates, Inc.

Date Revised:

Loveland, Ohio 45140

{11/15/2010 PDSLBVI 00084305.DOC}

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-25**

**AN ORDINANCE AMENDING SECTION 5.06 [ON-CALL DUTIES] OF THE
CITY'S PERSONNEL POLICY MANUAL, AND DECLARING AN EMERGENCY**

WHEREAS, per Ordinance No. 2020-24, the then-Village Council amended, in its entirety, South Lebanon's Personnel Policy Manual (PPM); and,

WHEREAS, the City Personnel Committee met on June 21, 2023, and, upon input from City Staff, is recommending changes to the "On-Call" section of the City's PPM, as attached; and,

WHEREAS, immediate action is required to make changes effective immediately for the City's Public Works employees, 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 Section 5.06 of the City's Personnel Policy Manual is hereby amended as attached "Exhibit 1.

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

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.

Section 4. 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.

Ordinance No. 2023-25

Page 2

Adopted this day of July, 2023.

Attest: _____

Petrina D. Williams, Director of Finance

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2023

Effective Date – / /2023

Second Reading – / /2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2023

ON-CALL DUTIES**SECTION 5.05**

From time to time, certain employees may be placed in on-call status. An employee placed in on-call status is responsible for being accessible at all times by a CITY ~~Village~~-provided "On-Call" Cell Phone. The employee must RESPOND ~~answer or return the call~~ to the Warren County Communications Center within THIRTY (30) ~~five (5)~~ minutes of the initial call and be able to be onsite within NINETY (90) ~~thirty (30)~~ minutes. DEPENDING ON THE NATURE OF THE CALL OUT, THE CITY ADMINISTRATOR OR DESIGNEE RESERVES THE RIGHT TO CALL IN ADDITIONAL PUBLIC WORKS PERSONNEL DURING THE RESPONSE WINDOW IF NECESSARY. It shall be the employee's responsibility to assure the cell phone is adequately charged and within reception range. No employee placed in an on-call status, may trade or assign his or her on-call duty with a fellow employee without prior written authorization of the Department Head. An employee placed in on-call status shall comply with all provisions of Chapter 7 [Conduct] of the CITY's ~~Village's~~ Personnel Policies and Procedures during the time waiting to respond to a call from duty, including without limitation the prohibitions for use of alcoholic beverages and drugs.

EMPLOYEES IN "ON-CALL" STATUS WILL BE PAID \$200 FOR THE WEEK THEY ARE ON-CALL. If the employees placed on-call are free to pursue their own activities, and the only stipulation is that they be available for on-call duties, they will not be compensated for time spent waiting to respond to a call to duty. However, if an employee in on-call status is directed to perform job duties, he/she will be compensated from the time he/she leaves his/her home, or other location (up to fifteen [15] minutes), to the time he/she returns to his/her home, or previous location. ANY PERSON IN "ON-CALL" STATUS WHO CALLS IN SICK WILL NOT BE ELIGIBLE TO BE CALLED OUT DURING THE CALENDAR DAY ENDS AT MIDNIGHT.

The provisions of this policy do not apply to any salaried CITY ~~Village~~ employees who have been designated as overtime exempt in accordance with the federal Fair Labor Standards Act.

Utilities department employees who test water and visit lift stations on the weekends will be provided with three (3) hours pay at the applicable regular or overtime rate, or compensatory time per test for that workweek. Employees must check/clock in and out at the garage or CITY ~~Village~~ municipal building for every weekend water test and all on-call duties. Employees who are scheduled to test water and fail to check in for the weekend test will not be paid the three (3) hours.