

James D. Smith
Mayor

Linda Allen
Vice-Mayor

Linda Burke
Councilmember

Brenda Combs
Councilmember



Maryann Harrison
Councilmember

William Madison
Councilmember

Rolin Spicer
Councilmember

**CITY OF SOUTH LEBANON
REGULAR MEETING OF CITY COUNCIL
AGENDA**

OCTOBER 19, 2023, at 6:00 P.M.

1. Mayor Smith calls the meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Guest
5. Floor open to the public
6. New Business
 - Emergency Resolution 2023-41, awarding a contract to KT Holden Construction for the Broadway Stormwater Drainage project
 - Resolution 2023-42, First Reading, approval of an agreement with the Warren County Soil & Water Conservation District for Calendar Year 2024
 - Emergency Resolution 2023-43, approval of a sidewalk replacement agreement with Dennis Hoff LLC for property located at 150 N. Main Street
 - Approval of Invoices
 - Authorization of Law Director's Invoice
 - Approval of the September Financial Statements
 - Approval of Meeting Minutes:
 - Regular Meeting – September 21, 2023
 - Special Meeting – September 26, 2023
7. Old Business
 - Ordinance 2023-30, Second Reading, permitting the posting of political signage on public property
 - Ordinance 2023-31, Second Reading, prohibiting the posting of political signage on public property

8. Discussion on Housing Rehab Loan forgiveness request received from Lana Taulbee-Bailey at 353 Main Street
9. Communications and reports from City Officials and Committees
 - a. Mayor
 - b. Director of Finance
 - c. Administrator
 - d. Asst. Administrator
 - e. Law Director
 - 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: Tina Williams, Director of Finance

From: Jeff Boylan, Assistant City Administrator

Date: October 16, 2023

Subject: Broadway Stormwater Project

Attached is a resolution to award the Broadway Stormwater Project to KT Holden Construction. This project is to install stormwater piping down Broadway Street to Main Street. This will keep the majority of stormwater from flowing into our new playground. This project will also improve the turning radius at the intersection of Main Street and Broadway Street. This project was bid out to have most of the project completed in December. We are asking that this be passed as an emergency so the contractor can begin construction as soon as possible.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-41**

A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO KT HOLDEN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE BROADWAY STORMWATER DRAINAGE PROJECT AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN EMERGENCY

WHEREAS, the City published invitations to bid for the Broadway Stormwater Drainage Project with the bid opening on October 10, 2023; and,

WHEREAS, KT Holden Construction, LLC submitted the apparent low base bid with a bid of \$145,818.00; and,

WHEREAS, the City Administrator has reviewed all of the bids submitted and recommends that the contract for this Project be awarded to KT Holden Construction, LLC in the amount of \$145,818.00; and,

WHEREAS, given that the bids are valid for sixty (60) days from the bid opening date of October 10, 2023, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. Approve the issuance of a Notice of Award to KT Holden Construction, LLC (Contractor) and further authorize the Mayor and Director of Finance to execute the Project Contract after approval as to form by the City Law Director and execution by the Contractor.

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

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

Resolution 2023-41

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

Adopted this 19th day of October, 2023.

Attest: _____

Petrina D. Williams, Director of Finance/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – / /2023

Effective Date – / /2022

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

BID FORM

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

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

ARTICLE 3—BASIS OF BID

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

REF.	ITEM		UNIT OF	APPROX.	UNIT	
NO.	NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
1	202	REMOVED, AS PER PLAN	LUMP	1	5465	5465
2	202	CURB REMOVED	FT.	131	8	1048
3	202	WALK REMOVED	S.F.	226	3	678
4	204	SUBGRADE COMPACTION	S.Y.	210	1.50	315
5	304	AGGREGATE BASE	C.Y.	37	94	3478
6	407	NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	11	17	187
7	411	STABILIZED CRUSHED AGGREGATE	C.Y.	3	95	285
8	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	C.Y.	13	477	6201
9	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	8	490	3920
10	607	FENCE REBUILT, TYPE CL	FT.	5	52	260
11	608	4" CONCRETE WALK	S.F.	226	20	4520
12	608	CURB RAMP	S.F.	120	33	3960
13	609	TYPE 6 BARRIER CURB	FT.	131	65	8515
14	611	4" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	5	125
15	611	6" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	8	200
16	611	8" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	15	375
17	611	12" STORM SEWER, RCP CL-IV, AS PER PLAN	FT.	13	191	2483
18	611	18" STORM SEWER, RCP CL-III, AS PER PLAN	FT.	583	86	50138
19	611	CATCH BASIN, TYPE 1	EACH	4	3300	13200
20	611	CATCH BASIN, TYPE 2-2B	EACH	3	3100	9300
21	611	CATCH BASIN, TYPE 2-2C	EACH	1	3100	3100
22	614	MAINTAINING TRAFFIC	LUMP	1	20020	20020
23	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	3100	3100
24	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	6	20	120
25	638	WATER WORKS, MISC.: WATER SERVICE LINE RELOCATED, AS PER PLAN	FT.	50	40	2000
26	659	SEEDING AND MULCHING, AS PER PLAN	S.Y.	75	37	2775
27	SPEC	REMOVED AND RESET MAILBOX, AS PER PLAN	EACH	1	50	50
		TOTAL				\$ 145,010.00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 Bid Acceptance Period

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

5.02 Instructions to Bidders

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

5.03 Receipt of Addenda

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied, if any, the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

Bidder hereby submits this Bid as set forth above:

Bidder: KT Holden Construction LLC
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Tyler Holden
(typed or printed)

Title: Vice President
(typed or printed)

Date: 10/9/23
(typed or printed)

Attest: Katherine Holden
(individual's signature)

Name: Katherine Holden
(typed or printed)

Title: President
(typed or printed)

Date: 10/9/23
(typed or printed)

Address for giving notices:

2300 Lebanon Rd.
Lebanon, Ohio 45036

Phone: 573-968-3028

Email: t.holden@KtHolden.com

Federal I.D. Number: 46-4055698

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

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

BID GUARANTEE BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned KT Holden Construction, LLC as Principal (Bidder) and Merchants National Bonding, Inc. as Sureties, are hereby held and firmly bound unto City of South Lebanon as Obligee (Owner), in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on October 10, 2023 to undertake the Project known as West Broadway Storm Sewer Project. The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

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

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

SIGNED AND SEALED this 10th day of October, 2023.

PRINCIPAL:

x KT Holden Construction, LLC

By: [Signature]

Title: Vice President

SURETY:

x Merchants National Bonding, Inc.

By: [Signature]
Attorney-in-Fact
Nicole A. Laber

SURETY INFORMATION:

P.O. Box 14498
Street
Des Moines, IA 50306-3498
City State Zip
515-243-8171
Telephone Number

SURETY AGENT'S INFORMATION:

Marsh & McLennan Agency LLC
Agency Name
P.O. Box 37
Street
Dayton, OH 45401
City State Zip
937-228-4135
Telephone Number

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda L Brumbaugh; David E Griffin; Debra D Brummett; Jeff Beiting; Jennifer Eddy; Jennifer L Salm; Katherine J Scarberry; Michelle A Demmitt; Nicholas J Bertke; Nicole A Laber

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of June, 2023.



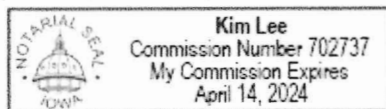
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of June, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of October, 2023.



William Warner Jr.
Secretary

**AFFIDAVIT OF BIDDER REGARDING
DELINQUENT PERSONAL PROPERTY TAXES**

(Section 5719.042 Ohio Revised Code)

STATE OF OHIO
COUNTY OF WARREN

To: City of South Lebanon

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

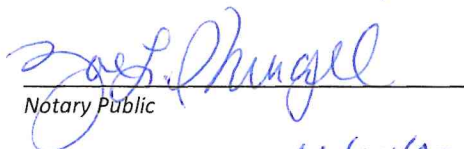
- ☒ We were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.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

Bidder must select one of the above statements.



Bidder (Signature)

Sworn to before me and subscribed in my presence this 10 day of October, 2023


Notary Public

Commission Expires: 06/04/27



Zoe L. Sturgill
Notary Public
State Of Ohio
My Commission Expires 06/04/2027

**Date**

October 10, 2023

Attention

Jerry Haddix

Address

City of South Lebanon
10 N. High Street
South Lebanon, Ohio 45065

Subject

West Broadway Storm Sewer Project
WAR-SLE-2305

Dear Mr. Haddix:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the West Broadway Storm Sewer Project.

Through our evaluation of all bid documents submitted, KT Holden Construction LLC, of Lebanon, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to KT Holden Construction LLC

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Troy Niese".

Troy A. Niese
Project Manager

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Bid Opening Sign-In Sheet

City of South Lebanon
West Broadway Storm Sewer Project
October 10, 2023

Name	Present?	Company	Phone	E-Mail
Troy A. Niese	x	Choice One Engineering	513-239-8554	tan@choiceoneengineering.com
Jerry Haddix	X	City of South Lebanon	513-494-2296	jhaddix@southlebanonohio.org
James Smith		City of South Lebanon	513-494-2296	jsmith@southlebanonohio.org
Joe Smith	x	SitzWORX	513.229.0295	Joee@swxohio.com
Tyler Holden	x	KT Holden	579.66.3020	t.holden@ktholden.com
Jennifer Cox	x	Fillmore Construction	937-780-1301	Jennifer@fillmoreconstructionllc.com
Greg Grotzwiller	X	Adler Construction	513-554-1469	Estimating@AdlerConstruction.com
Chad Baker	x	Ruck + Ballauer	513-738-7000	chadbakerrb@gmail.com
Jeff Boylen	x	City of South Lebanon	513-494-2296	jboylan@southlebanonohio.org



Bid Tabulation

City of South Lebanon
West Broadway Storm Sewer
October 10, 2023

KT Holden Construction LLC
Lebanon, OH

Rack & Ballauer Excavating Co., Inc.
Hamilton, OH

Fillmore Construction LLC
Leesburg, OH

Adleta, Inc.
Cincinnati, OH

SiteWORX, LLC
Lebanon, OH

REF.	ITEM	UNIT OF	APPROX.	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
NO.	NO. DESCRIPTION	MEASURE	QTY.	COST	COST	COST	COST	COST	COST	COST	COST	COST	COST	COST	COST
1	202 REMOVED, AS PER PLAN	LUMP	1	\$3,000.00	\$3,000.00	\$5,465.00	\$5,465.00	\$5,000.00	\$5,000.00	\$50.00	\$50.00	\$3,189.00	\$3,189.00	\$7,500.00	\$7,500.00
2	202 CURB REMOVED	FT.	131	\$20.00	\$2,620.00	\$8.00	\$1,048.00	\$13.75	\$1,801.25	\$10.00	\$1,310.00	\$15.11	\$1,979.41	\$20.00	\$2,620.00
3	202 WALK REMOVED	S.F.	226	\$8.00	\$1,808.00	\$3.00	\$678.00	\$2.75	\$621.50	\$10.00	\$2,260.00	\$8.42	\$1,902.92	\$7.00	\$1,582.00
4	204 SUBGRADE COMPACTION	S.Y.	210	\$5.00	\$1,050.00	\$1.50	\$315.00	\$7.25	\$1,522.50	\$10.00	\$2,100.00	\$15.66	\$3,288.60	\$20.00	\$4,200.00
5	304 AGGREGATE BASE	C.Y.	37	\$150.00	\$5,550.00	\$94.00	\$3,478.00	\$130.00	\$4,810.00	\$100.00	\$3,700.00	\$95.80	\$3,544.60	\$245.00	\$9,065.00
6	407 NON-TRACKING TACK COAT, 0.06 GAL/S.Y.	GAL.	11	\$25.00	\$275.00	\$17.00	\$187.00	\$4.00	\$44.00	\$10.00	\$110.00	\$10.70	\$117.70	\$6.15	\$67.65
7	411 STABILIZED CRUSHED AGGREGATE	C.Y.	3	\$150.00	\$450.00	\$95.00	\$285.00	\$130.00	\$390.00	\$100.00	\$300.00	\$139.00	\$417.00	\$235.00	\$705.00
8	441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	C.Y.	13	\$250.00	\$3,250.00	\$477.00	\$6,201.00	\$450.00	\$5,850.00	\$1,000.00	\$13,000.00	\$333.25	\$4,332.25	\$395.00	\$5,135.00
9	441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	8	\$250.00	\$2,000.00	\$490.00	\$3,920.00	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$373.61	\$2,988.88	\$395.00	\$3,160.00
10	607 FENCE REBUILT, TYPE CL	FT.	5	\$100.00	\$500.00	\$52.00	\$260.00	\$100.00	\$500.00	\$100.00	\$500.00	\$107.00	\$535.00	\$205.00	\$1,025.00
11	608 4" CONCRETE WALK	S.F.	226	\$10.00	\$2,260.00	\$20.00	\$4,520.00	\$10.00	\$2,260.00	\$20.00	\$4,520.00	\$15.22	\$3,439.72	\$20.00	\$4,520.00
12	608 CURB RAMP	S.F.	120	\$15.00	\$1,800.00	\$33.00	\$3,960.00	\$16.75	\$2,010.00	\$50.00	\$6,000.00	\$28.87	\$3,464.40	\$25.00	\$3,000.00
13	609 TYPE 6 BARRIER CURB	FT.	131	\$40.00	\$5,240.00	\$65.00	\$8,515.00	\$56.00	\$7,336.00	\$100.00	\$13,100.00	\$41.93	\$5,492.83	\$55.00	\$7,205.00
14	611 4" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	\$25.00	\$625.00	\$5.00	\$125.00	\$10.00	\$250.00	\$30.00	\$750.00	\$56.38	\$1,409.50	\$62.50	\$1,562.50
15	611 6" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	\$40.00	\$1,000.00	\$8.00	\$200.00	\$12.00	\$300.00	\$40.00	\$1,000.00	\$59.38	\$1,484.50	\$69.50	\$1,737.50
16	611 8" CONDUIT, TYPE B, 707.45, STORM REPAIR, AS PER PLAN	FT.	25	\$50.00	\$1,250.00	\$15.00	\$375.00	\$15.00	\$375.00	\$50.00	\$1,250.00	\$89.09	\$2,227.25	\$77.75	\$1,943.75
17	611 12" STORM SEWER, RCP CL-IV, AS PER PLAN	FT.	13	\$125.00	\$1,625.00	\$191.00	\$2,483.00	\$127.00	\$1,651.00	\$100.00	\$1,300.00	\$143.59	\$1,866.67	\$130.75	\$1,699.75
18	611 18" STORM SEWER, RCP CL-III, AS PER PLAN	FT.	583	\$130.00	\$75,790.00	\$86.00	\$50,138.00	\$123.00	\$71,709.00	\$120.00	\$69,960.00	\$140.64	\$81,993.12	\$152.50	\$88,907.50
19	611 CATCH BASIN, TYPE 1	EACH	4	\$3,250.00	\$13,000.00	\$3,300.00	\$13,200.00	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$3,309.73	\$13,238.92	\$3,715.00	\$14,860.00
20	611 CATCH BASIN, TYPE 2-2B	EACH	3	\$2,000.00	\$6,000.00	\$3,100.00	\$9,300.00	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	\$3,243.97	\$9,731.91	\$4,100.00	\$12,300.00
21	611 CATCH BASIN, TYPE 2-2C	EACH	1	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$3,178.22	\$3,178.22	\$4,100.00	\$4,100.00
22	614 MAINTAINING TRAFFIC	LUMP	1	\$5,000.00	\$5,000.00	\$20,020.00	\$20,020.00	\$13,000.00	\$13,000.00	\$2,500.00	\$2,500.00	\$26,380.20	\$26,380.20	\$8,500.00	\$8,500.00
23	623 CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$1,500.00	\$1,500.00	\$3,100.00	\$3,100.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,605.00	\$1,605.00	\$2,325.00	\$2,325.00
24	630 REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	6	\$100.00	\$600.00	\$20.00	\$120.00	\$250.00	\$1,500.00	\$100.00	\$600.00	\$80.25	\$481.50	\$375.00	\$2,250.00
25	638 WATER WORKS, MISC.: WATER SERVICE LINE RELOCATED, AS PER PLAN	FT.	50	\$50.00	\$2,500.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$100.00	\$5,000.00	\$107.00	\$5,350.00	\$86.25	\$4,312.50
26	659 SEEDING AND MULCHING, AS PER PLAN	S.Y.	75	\$6.00	\$450.00	\$37.00	\$2,775.00	\$4.75	\$356.25	\$10.00	\$750.00	\$29.74	\$2,230.50	\$25.25	\$1,893.75
27	SPEC REMOVED AND RESET MAILBOX, AS PER PLAN	EACH	1	\$500.00	\$500.00	\$50.00	\$50.00	\$275.00	\$275.00	\$200.00	\$200.00	\$342.49	\$342.49	\$500.00	\$500.00
TOTAL					<u>\$141,643.00</u>		<u>\$145,818.00</u>		<u>\$149,461.50</u>		<u>\$155,760.00</u>		<u>\$186,212.09</u>		<u>\$196,676.90</u>

	KT Holden Construction LLC	Rack & Ballauer Excavating Co., Inc.	Fillmore Construction LLC	Adleta, Inc.	SiteWORX, LLC
Unit & Total Bid Correspond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Addenda	N/A	N/A	N/A	N/A	N/A
Signature Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

NOTICE OF AWARD

Owner: City of South Lebanon
Project: West Broadway Storm Sewer Project
Bidder: KT Holden Construction LLC
Bidder's Address: 2300 Lebanon Road, Lebanon, Ohio 45036

TO BIDDER:

You are notified that Owner has accepted your Bid dated 10/9/2023 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Installation of storm sewer along West Broadway St. within the City of South Lebanon between Main St. and High St.

The Contract Price of the awarded Contract is: \$145,818.00

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

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

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

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

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

Owner: City of South Lebanon

Authorized Signature

By: James Smith

Title: Mayor

Date of Issuance: _____

NOTICE OF AWARD

Owner: City of South Lebanon
Project: West Broadway Storm Sewer Project
Bidder: KT Holden Construction, LLC
Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated 10/10/2023 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Installation of storm sewer along West Broadway St. within the City of South Lebanon between Main St. and High St.

The Contract Price of the awarded Contract is: \$ 145,818.00

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

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

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

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

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

Owner: City of South Lebanon

Authorized Signature

By: James Smith

Title: Mayor

Date of Issuance: _____

AGREEMENT

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor must complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Installation of storm sewer along West Broadway St. within the City of South Lebanon between Main St. and High St.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of South Lebanon West Broadway Storm Sewer Project

ARTICLE 3—ENGINEER

- 3.01 The Project has been designed by Choice One.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence

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

- 4.02 Contract Times: Dates

The Work will be substantially complete on or before December 22, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 29, 2023.

- 4.03 Liquidated Damages

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

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

Contractor shall pay Owner \$400.00 for each day that expires after such time until the Work is completed and ready for final payment.

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

6.03 Final Payment

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

6.04 Consent of Surety

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

6.05 Interest

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

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

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

8.02 Contractor's Certifications

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

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

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

PERFORMANCE/PAYMENT BOND

(Section 153.571 Ohio Revised Code)

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

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

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

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

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

PRINCIPAL:

X _____

By: _____

Title: _____

SURETY:

X _____

By: _____

Attorney-in-Fact

SURETY INFORMATION:

Street

City

State

Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City

State

Zip

Telephone Number

NOTICE TO PROCEED

Owner: City of South Lebanon

Contractor: KT Holden Construction, LLC

Project: West Broadway Storm Sewer Project

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

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

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is December 22, 2023, and the date by which readiness for final payment must be achieved is December 29, 2023.

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

Owner: City of South Lebanon

By (*signature*): _____

Name (*printed*): James Smith

Title: Mayor

Date: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

(Section 1311.252 Ohio Revised Code)

State of Ohio, County of Warren, ss:

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

(1) The Project is identified as:

Project Name: West Broadway Storm Sewer Project

Location: South Lebanon, Ohio

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

Public Authority: City of South Lebanon

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

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

Principal Contractors Name: KT Holden Construction, LLC

Address: 2300 Lebanon Road, Lebanon, Ohio 45036

Trade: General

Surety Name and Address: Merchants National Bonding, Inc. P.O. Box 14498. Des Moines, IA 50305-3498

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

Name: James Smith

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

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

Public Authority: City of South Lebanon

Signature: _____

Title: Mayor

Date: _____

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

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

Notary Public

CERTIFICATE OF OWNER'S ATTORNEY

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

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

Signature: _____

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

WITNESS:

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

Director of Finance

Date

SEAL:



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: October 16, 2023

Subject: 2024 Warren Co. Soil & Water Conservation District Agreement

Attached is a resolution and agreement with the Warren County Soil & Water Conservation District (SWCD) for assistance with compliance of stormwater management regulations for calendar year 2024. Attached is the worksheet used to calculate the annual fee for 2024.

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

2024 Phase II MS4 Program Costs

For Co-Permittees to Warren County MS4

City of South Lebanon

MCM	Description	%	@ \$12 per developed lot	Program Cost
				(Lots)
				2030
MCM 1	Public Education & Outreach	25	\$3.00	\$6,090.00
MCM 2	Public Involvement & Participation	5	\$0.60	\$1,218.00
MCM 3	Illicit Discharge Detection and Elimination	20	\$2.40	\$4,872.00
MCM 4	Construction Site Storm Water Runoff Control	30	\$3.60	\$7,308.00
MCM 5	Post Construction	15	\$1.80	\$3,654.00
MCM 6	Good Housekeeping & Pollution Prevention	5	\$0.60	\$1,218.00
	Total	100	\$12.00	\$24,360.00

* Village of South Lebanon paid \$20,336.40 for Phase II MS4 services in 2020.

* Village of South Lebanon paid \$21,096.00 for Phase II MS4 services in 2021.

* Village of South Lebanon paid \$22,368.00 for Phase II MS4 services in 2022.

* Village of South Lebanon paid \$23,352.00 for Phase II MS4 services in 2023.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-42**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND
DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT WITH THE WARREN
COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR CALENDAR
YEAR 2024**

WHEREAS, the Warren County Soil & Water Conservation District (WCSWCD) assists the Warren County Engineer's Office in the administration of the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) small Municipal separate storm sewer system (MS4) permit for unincorporated areas of the County; and,

WHEREAS, the City of South Lebanon has elected to join the Warren County Board of Commissioners as a co-permittee for the MS4 permit; and,

WHEREAS, the WCSWCD has assisted the City in fulfilling their responsibilities as a MS4 co-permittee with Warren County and would like to continue the agreement with the responsibilities of each party listed in the attached agreement.

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

Section 1. Approve and authorize the Mayor and Director of Finance to execute an Agreement for calendar year 2024, a copy of which is attached hereto, with the Warren County Soil and Water Conservation District.

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

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

Resolution No. 2023-42

Page 2

Adopted this ____ day of _____, 2023.

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

**AGREEMENT BETWEEN
THE CITY OF SOUTH LEBANON
AND
WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT**

This working agreement becomes effective on January 1, 2024. The agreement expires on December 31, 2024. The agreement is subject to the limitations of authorities, resources and policies of the Warren County Soil and Water Conservation District (WCSWCD) and the City of South Lebanon.

The City of South Lebanon has elected to join Warren County Commissioners as a co-permittee on the EPA National Pollutant Discharge Elimination System (NPDES) Small MS4 (municipal separate storm sewer system) Permit (permit). The purpose of this agreement is to detail services that WCSWCD will provide to assist the City of South Lebanon in meeting the terms of the permit as a co-permittee. WCSWCD works with Warren County Engineer's Office to provide services as required by the permit to the unincorporated areas of Warren County as well as all co-permittee jurisdictions.

The MS4 is responsible for the permit requirements and contracting with the WCSWCD does not guarantee full compliance with the Ohio Environmental Protection Agency permits.

WCSWCD will provide the following services for the City of South Lebanon:

1. Write and update the Stormwater Management Plan (SWMP) for Warren County and its' co-permittees (Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships and the Villages of Maineville, Morrow, and City of South Lebanon) as required by the permit. The Stormwater Management Plan (SWMP) will be submitted in accordance with 40 CFR Part 122.32 and Ohio Law. The SWMP document outlines the steps Warren County and its' co-permittees need to take to develop, implement and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act in accordance with the Ohio EPA Phase II program. The SWMP addresses the six minimum control measures (MCMs) as required by state regulations.
2. The permit contains six minimum control measures (MCMs) that must be met for permit compliance. The six MCMs and WCSWSD's related services are as follows:
 - MCM 1 – Public Education & Outreach: WCSWCD will provide leadership for MCM 1 by providing educational programming opportunities for K-12 students of Warren County through non-traditional educational programming, multi-media outreach and school programming.
 - MCM 2 – Public Involvement & Participation: WCSWCD will provide leadership for MCM 2 by providing educational programming opportunities to Warren County

residents through volunteer and participation opportunities at workshops, festivals, and special events/meetings.

- MCM 3 – Illicit Discharge Detection and Elimination: oversee the Illicit Discharge Detection and Elimination (IDDE) program in accordance with permit requirements. The WCSWCD will provide leadership for MCM 3 by,
 - a. Leading the IDDE Advisory committee which includes the City of South Lebanon as a collaborator,
 - b. conducting dry-weather screening of 20 percent of total outfalls so that all outfalls are screened within the 5-year permit term,
 - c. reviewing IDDE points of interest that have been identified by the City of South Lebanon,
 - d. testing of potential illicit discharge water samples will be provided by WCSWCD, WCSWCD will provide pre-communication before any testing is conducted,
 - e. responding to and investigating illicit discharge complaints or reports,
 - f. maintaining the system map by adding new infrastructure and track yearly reported outfalls, and
 - g. collaborating with City of South Lebanon, Warren County prosecutor and Warren County Engineer for program enforcement.
- MCM 4 – Construction Site Storm Water Runoff Control: oversee the Construction Site Storm Water Runoff Control program in accordance with the County, State and Federal applicable erosion and sediment control regulations. WCSWCD will provide leadership for MCM 4 by,
 - a. Collaborating with the City of South Lebanon in reviewing and approving of all active construction by utilizing construction drawings, operation and maintenance documents and SWP3 documents (these documents should be shared for review and approval before pre-construction meetings and earth disturbance is permitted) for all projects greater than one acre in size,
 - b. requiring an earth disturbing application for each construction site before earth disturbance can commence,
 - c. inspecting all active sites in accordance with the OEPA inspection frequency policy,
 - d. issuing Notices of Violation to construction site contractors and developers/owners on behalf of the City of South Lebanon as it's designated agent and copying through email all inspectors and engineers,
 - e. responding to all construction stormwater complaints and tracking the number of complaints, and
 - f. assisting the City of South Lebanon with enforcement actions for non-compliance.
- MCM 5 – Post-Construction: oversee yearly inspections of the stormwater control basins for the post-construction storm water management program in accordance with permit requirements. WCSWCD will provide leadership for MCM 5 by,
 - a. Inspecting 20 percent of all County stormwater control basins so that all basins are inspected once per 5-year permit term,

- b. updating the County basin map, in conjunction with the County GIS department, with results of basin inspections,
 - c. notifying property/basin owners that an inspection has been performed and providing electronic versions of inspection data on the WCSWCD website for basin owners to view and download, and
 - d. providing basin owners with technical assistance for maintenance and repair of stormwater control basins.
- MCM 6 – Good Housekeeping & Pollution Prevention: oversee the pollution prevention and good housekeeping practices for municipal operation program to meet the permit’s requirements. WCSWCD will provide leadership for MCM 6 by,
 - a. Providing 1 yearly training for municipal workers,
 - b. providing yearly inspections for municipality owned facilities as outlined in the Stormwater Pollution Prevention Plans (SWPPPs), and
 - c. providing SWPPPs as deemed necessary for municipal facilities.
 - d. Write and update the MS4 annual report for Warren County and its’ co-permittees as required by the permit.
- 3. Write and update the MS4 annual report for Warren County and its’ co-permittees as required by the permit.

The City of South Lebanon will:

1. Compensate the WCSWCD \$24,360.00 for the services provided as outlined in Exhibit “A”.
2. Submit a Notice of Intent (NOI) with the Ohio Environmental Protection Agency requesting coverage under the NPDES Small MS4 Stormwater Permit and request co-permittee status with Warren County Commissioner NPDES Small MS4 Stormwater Permit.
3. Enforce the City of South Lebanon’s stormwater regulations, erosion and sediment control regulations and the illicit discharge regulations.
4. Conduct regular and quarterly inspections of the municipal facilities that have Storm Water Pollution Prevention Plans.
5. Provide statistics (waste oil generated, yard waste collected, street sweeping material collected, total salt applied, pesticide and herbicide applied, and fertilizer applied, etc.) by January 17, 2024, for the annual report.

Termination:

This agreement may be terminated at any time by mutual consent of the parties involved or may be terminated by either party by giving 90 days notice in writing to the other.

WCSWCD:

IN EXECUTION WHEREOF, _____, the _____ of the Warren County Soil & Water Conservation District, has caused this Agreement to be executed on the date stated below.

Witness:

SIGNATURE: _____
PRINTED NAME: _____
DATE: _____

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 Director of Finance Officer, pursuant to Resolution No. 2023-_____, dated _____.

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

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

APPROVED AS TO FORM:

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

By: _____
Andrew P. Meier
Date: _____

2024 Phase II MS4 Program Costs

For Co-Permittees to Warren County MS4

City of South Lebanon

MCM	Description	%	@ \$12 per developed lot	Program Cost
				(Lots)
				2030
MCM 1	Public Education & Outreach	25	\$3.00	\$6,090.00
MCM 2	Public Involvement & Participation	5	\$0.60	\$1,218.00
MCM 3	Illicit Discharge Detection and Elimination	20	\$2.40	\$4,872.00
MCM 4	Construction Site Storm Water Runoff Control	30	\$3.60	\$7,308.00
MCM 5	Post Construction	15	\$1.80	\$3,654.00
MCM 6	Good Housekeeping & Pollution Prevention	5	\$0.60	\$1,218.00
	Total	100	\$12.00	\$24,360.00

* Village of South Lebanon paid \$20,336.40 for Phase II MS4 services in 2020.

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* Village of South Lebanon paid \$22,368.00 for Phase II MS4 services in 2022.

* Village of South Lebanon paid \$23,352.00 for Phase II MS4 services in 2023.



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: October 17, 2023

Subject: Hoff Sidewalk Replacement Agreement

Attached is a resolution and agreement for the replacement of a small section of sidewalk along Main Street in front of 150 N. Main Street which is next door to Chubby's Pizza. Dennis Hoff recently purchased the property and has been making improvements to it. Mr. Hoff would be responsible for material costs & the City would install it. We have other concrete work nearby that we will be working on this Fall.

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

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

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

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

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

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

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

WHEREAS, immediate action is required for the City staff to complete this work in the current construction season, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Sidewalk Replacement Agreement, a copy of which is attached hereto.

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

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Resolution No. 2023-43

Page 2

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

Adopted this day of , 2023.

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

SIDEWALK REPLACEMENT AGREEMENT

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

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

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

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

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

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

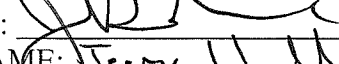
1. The City of South Lebanon staff and Owners shall inspect the existing sidewalk along the Owners property. Based on this inspection, the City will estimate the amount of sidewalk that needs replaced along Owner's property and shall invoice the Owners, based on said estimate, at a rate of \$4.00 per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

4. The Owner grants the City and its employees a temporary license to enter onto and to use the City's equipment upon Owner's property, as required, to complete the sidewalk replacement along Owner's property.
5. Upon completion of sidewalk replacement, the Owner assumes all responsibility for maintenance of the sidewalk and restored areas along Owner's property - no express or implied warranties of any nature for the workmanship of the City are provided herein, and the City is under no further obligation to maintain the sidewalk and restored areas along Owner's property.
6. Any reference herein to the City shall also include its agents, contractors, employees, officials and insurers. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any litigation arising out of this Agreement shall exclusively be the Warren County Court of Common Pleas, and do further knowingly waive any right to initiate or remove any such litigation to any other County, state or federal court.

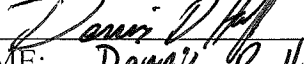
OWNERS:

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

Witness:

SIGNATURE: 
PRINTED NAME: Jerry Hall
DATE: 10/17/23

DENNIS D. HOFF LLC

SIGNATURE: 
PRINTED NAME: Dennis D. Hoff
TITLE: Owner
DATE: 10-17-23

CITY:

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

SIGNATURE: _____

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: _____

SIGNATURE: _____

PRINTED NAME: Tina Williams

TITLE: Director of Finance

DATE: _____

APPROVED AS TO FORM:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Andrew P. Meier

Date: _____

OLD BUSINESS

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-30

**AN ORDINANCE PERMITTING THE POSTING OF POLITICAL
SIGNAGE ON PUBLIC PROPERTY.**

WHEREAS, the City of South Lebanon, Ohio does not currently have a regulation, Ordinance, or other legislation that specifically addresses the posting of political signage on public property; and

WHEREAS, the Council of the City of South Lebanon, Ohio ("City Council") has expressed a desire to provide specific legislation addressing the posting of political signage on public property; and

WHEREAS, City Council believes it is appropriate and reasonable for political signage to be posted on public property; and

WHEREAS, City Council is enacting this Ordinance for the purpose of promoting the freedom of speech of all individuals desiring to post political signage on public property.

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

Section 1. Any candidate for any political office shall be permitted to post political signage on public property; however, any such political signage shall not be posted on public property earlier than the date provided by Ohio law. Further, any such candidate, acting individually or through another individual and/or entity, shall be solely liable for any damage caused to public property by any such posting of political signage in any civil or other action initiated by the City of South Lebanon pursuant to Federal, Ohio, and/or local law.

Section 2. Public employees shall be permitted to temporarily remove political signage posted on public property as may be necessary to conduct City-related activities, including, but not limited to, mowing, street sweeping, construction, and maintenance. If political signage is removed for any such reason, it must be placed in a location that is substantially the same as when it was removed.

Section 3. The City of South Lebanon shall be not be responsible in any way for the activities of any candidate for any political office who chooses to enter public property and post political signage on public property, nor shall the City of South Lebanon be responsible for damage, destruction, permanent removal, or any other similar action related to the political signage.

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

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

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

Adopted on _____, 2023.

Attest: _____
Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – ____ / ____ /2023

Effective Date – / /2023

Second Reading – ____ / ____ /2023

Vote - ____ Yeas

____ Nays

Ordinance No. 2023-30

Page 3

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____/____/2023



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

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
CC: Andrew Meier, Law Director
Date: October 16, 2023
Subject: Revised Signage Ordinance

At the October 5th meeting, Andrew was directed to revise the proposed ordinance prohibiting signs on City property. Attached is the revised ordinance that prohibits all signs on City-owned property including adjoining right-of-way.

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

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-31

AN ORDINANCE PROHIBITING SIGNAGE ON CITY PROPERTY.

WHEREAS, the City of South Lebanon, Ohio (“the City”) does not currently have a regulation, Ordinance, or other legislation that specifically addresses the posting of signage on property owned by the City; and

WHEREAS, the Council of the City (“City Council”) has expressed a desire to provide specific legislation addressing the posting of signage on City property; and

WHEREAS, City Council has thoroughly considered all aspects associated with the posting of signage on City property and believes it is in the City’s best interest for any signage to not be posted on City property; and

WHEREAS, pursuant to Federal and Ohio law, a municipality may enact ordinances prohibiting the posting of signage on City property and permitting recovery of the cost of removal of such signage because it is within a municipality’s police powers to do so and it is within the municipality’s constitutional power to attempt to improve its appearance and esthetics; and

WHEREAS, City Council has determined that this Ordinance is necessary to advance significant and legitimate state interests, including, but not limited to, protecting the health, safety, and well-being of City residents and, further, that alternative channels of communicating messages are available in the City.

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

Section 1. No person shall post any type of signage on City property.

Section 2. For purposes of this Ordinance, “City property” shall mean property owned by the City, including, but not limited to, all property titled to the City or Village of South Lebanon and any and all adjoining right-of-way to said properties. Other than the previous exception, “City property” shall not include right-of-way areas within City limits.

Section 3. Public employees shall be permitted to remove signage posted on City property in violation of this Ordinance; however, a representative of the City shall place any such signage in storage, inform the owner (if determinable) of such removal as soon as possible so the owner may retrieve his or her property, and make the signage available for the person to retrieve. The City shall have the right to recover any costs associated with such removal and storage in any fashion permitted by law.

Section 4. The City shall not be responsible in any way for the activities of any person who chooses to enter City property and post signage on City property, nor shall the City be responsible for damage, destruction, permanent removal, or any other similar action related to the signage.

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

Section 6. It is found and determined that all formal actions of City Council concerning and relating to passing this Ordinance were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

Section 7. This Ordinance shall go into effect and be in force after the earliest period allowed by law.

Remainder of this page left blank intentionally

Ordinance No. 2023-31

Page 3

Adopted on _____, 2023.

Attest: _____

Petrina Williams, Director of Finance/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)

Effective Date – / /2023

Vote - ____ Yeas

____ Nays

First Reading – ____ / ____ /2023

Effective Date – / /2023

Second Reading – ____ / ____ /2023

Vote - ____ Yeas

____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ / ____

COMMUNICATION ITEMS



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

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
CC: Andrew Meier, Law Director
Date: October 16, 2023
Subject: Taulbee Housing Rehab Loan

Back in the mid-80's, the Village received a grant through the Community Development Block Grant (CDBG) program for a housing rehabilitation program which provided 0% deferred loans secured by mortgages to homeowners to make necessary improvements to their homes. One of those loans was to Bernard Taulbee at 353 Main Street in the amount of \$8,000. In 2004, Mr. Taulbee passed away and house was transferred into his daughter, Lana Bailey's name. She is looking to sell the house now.

Per page 3, para 2 of the attached mortgage, the Council may forgive the loan if it determines there is cause or if it would cause a hardship. Ms. Bailey has provided a letter (attached) requesting forgiveness of the loan.

In the event the Council decides to forgive the loan, a resolution would need to be prepared of the next meeting.

If you have any questions or need additional information on this issue, please let me know.

Lana Bailey

353 Main Street

South Lebanon, Ohio 45065

1-513-284-0924

Fri. Oct 13, 2023

Mayor & Village Council
10 N. High Street
South Lebanon, OH 45056

To the honorable Mayor and Village Council of South Lebanon, Ohio,

My name is Lana (Taulbee) Bailey, and I have lived in South Lebanon nearly my entire life. My home is on 353 Main Street and has been in my family for more than 50 years. In 1986, my mother died after an extended battle with cancer. The fatigue from the long fight and the large medical bills incurred by my father made it very difficult for him to maintain his home. As a result, he took out the \$8000 mortgage with the Village of South Lebanon which I have attached to this letter. When my father died, my husband and I took over the household and kept it up until my husband, Leon Bailey, passed away in November of 2021. Since my spouse died, it has become challenging for me to keep my home up, and I have decided to sell it.

Because the house is not in good repair, I need to sell it at a below-market price, and I've found that it will be very difficult for me to locate any affordable place to live even with the proceeds from my home sale.

Page two, paragraph two of the Mortgage states that” The Village may, upon approval of Village Council, for other good reason or cause of unusual or unique circumstance or hardship, cancel this mortgage and note of even date.” I am respectfully requesting that you, the Mayor and Village Council of South Lebanon, set aside this mortgage. It would immensely benefit me in my search for a place to live in the future and allow me to live more securely as I age.

Additionally, the prospective buyer of my home has vowed to begin repairs immediately upon closing. My old home should be getting a new look very

soon, and any acceleration in the closing process will speed up those improvements.

Thank you for your attention to this matter.

Sincerely,

Lana Bailey

28545

MORTGAGE - STATUTORY FORM Deferred Loan Program/Owner-Occupant

12-01-401-002

KNOW ALL MEN BY THESE PRESENTS

That BERNARD TAULBEE Mortgagor-Owner-Occupant(s), of Warren County, State of Ohio, for valuable consideration which consists of the Loan amount in the sum of EIGHT THOUSAND DOLLARS DOLLARS, the receipt of which is hereby acknowledged loan with mortgage covenants, to the VILLAGE OF SOUTH LEBANON, located in Warren County, State of Ohio, the following real property:

SEE ATTACHED SHEET

Mortgagor(s) realizing that the Loan amount secured by this mortgage was made available through a COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT for the rehabilitation of the above described real property, does (do) hereby agree as follows:

- a. The mortgagor(s), owner-occupant, shall keep the improvements now existing or hereafter erected on said property insured against loss by fire, flood, or other hazards included within the term "extended coverage" in a sum not less than the market value of the structure(s) on the property.
- b. In the event of sale or transfer of title of the property, or upon the homeowner not continuing to reside at such property on a permanent basis, the terms and conditions of the note of even date herewith, must be complied with in its entirety.

This mortgage is given, upon the statutory conditions, to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the note of even date.

"Statutory condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the mortgagor, owner-occupant(s) herein performs all of the obligations which are imposed by this mortgage, and performs the other obligations secured hereby set forth in the note of even date, pays all taxes and assessments, maintains insurance against fire, and other hazards, in a sum not less than the market value of the property, amount, and does not commit or suffer waste, then this mortgage shall be void.

The Village may, upon approval of Village Council, defer this Mortgage and note of even date or make it to be subservient to other notes, mortgages, loans, etc. If such action by Council would enable the mortgagor(s) to continue to keep the property in good repair. In such circumstances this mortgage and note of even date would be cancelled and an exact duplicate of both would be prepared, signed, and dated to be subservient to such other notes, mortgages, loans, etc. This will only be done when it is deemed necessary to provide for future repair and maintenance of the above described property.

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Situate in the Village of South Lebanon, in the County of Warren, State of Ohio, and being part of Military Survey No. 1547.

Beginning at a point in the center of the South Lebanon Maineville Road, said beginning point bears S. $16^{\circ} 16' 30''$ W. 182.33 feet to the intersection of the centerline of said road and the center of the south abutment of the bridge over the Little Miami River at South Lebanon at the low water mark; said beginning point also the southeasterly corner of a 3.85 acre tract as per Deed Book at page 214, of the Deed Records, of Warren County, Ohio.

From said point of beginning, running thence with the center of South Lebanon Maineville Road S. $16^{\circ} 16' 30''$ W. 120 feet to a stake; thence N. 75° W. 217.96 feet to a stake; thence N. $14^{\circ} 5'$ E. 112 feet to a stake; thence S. 75° E. 222.25 feet to the place of beginning, containing Six Hundred Thousandths (.606) of an acre or less. Subject to all legal highways.

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Page 2 of 2

The Village may, upon approval of Village Council, defer this mortgage and note of even date or make it subservient to other notes, mortgages, loans, etc. If such action by Council would enable family members residing in such property to continue to reside in the above described real property upon death of the mortgagor(s). In such circumstances this mortgage and note of even date would be cancelled and a similar mortgage and note of even date, applicable to the new owners would be prepared, signed, and dated to be subservient to such other notes, mortgages, loans, etc. This will only be done when it is deemed necessary to provide for the family of the deceased mortgagor.

The Village may, upon approval of Village Council, for other good reason or cause of unusual or unique circumstance or hardship, cancel this mortgage and note of even date.

WITNESS his/her hand on this 31 day of March, 1987.
Signed and acknowledged in the presence of:

WITNESSES (2)

David J. [Signature]
Amy Woodman

MORTGAGOR, OWNER-OCCUPANT

Bernard [Signature]

STATE OF OHIO - COUNTY OF WARREN SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Bernard [Signature] mortgagor, owner-occupant(s) who acknowledged that he/~~she~~ did sign the foregoing instrument and that the same is his/~~her~~ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at San Le [Signature], Ohio, this 31 day of March, A.D., 1987.

HENRY ROSENDALE
Notary Public, State of Ohio
My Commission Expires June 22, 1987

Henry [Signature]
Notary

(seal)

PREPARED BY:

DIANE TITER

Title:

CD BG ADMINISTRATOR

OR 368 PAGE 677

28545

APR 23 11 51 AM '87

RECEIVED AND RECORDED
APR 23 1987 11:57 AM
J.F. VOL. 368 PAGE 675
FEE 14.00
BETTY DECKARD
WARREN COUNTY RECORDER LEBANON, OHIO

14 $\frac{60}{11}$ Richard D. Thompson

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