

James D. Smith
Mayor

Linda Allen
Vice-Mayor

Linda Burke
Councilmember

Brenda Combs
Councilmember



Maryan Harrison
Councilmember

William Madison
Councilmember

Rolin Spicer
Councilmember

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

DECEMBER 21, 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 Ordinance 2023-36 “temporary” appropriations for current expenses
and other expenditures for the period January 1, 2024 through March 31, 2024

Emergency Resolution 2023-49 creating super blanket purchase orders for fiscal
year 2024

Emergency Resolution 2023-50 authorizing a development agreement with Dress
Company for the Highmeadow Section Two Subdivision

Emergency Resolution 2023-51 authorizing the execution of a record plat and
easement plat for the Highmeadow Section Two Subdivision

Emergency Resolution 2023-52 authorizing an agreement with Flock Group, Inc.

Emergency Resolution 2023-53 setting public hearing for Zoning upon
Annexation re: the Lenig Annexation, 556 Mason-Morrow-Millgrove Rd.

Emergency Resolution 2023-54 setting public hearing for Zoning upon
Annexation re: the HuDawn Annexation, 1770 Mason-Morrow-Millgrove Rd.

Approval of Invoices

Approval of the November Financial Statements

Approval of Meeting Minutes:

Regular Meeting – December 7, 2023

7. Old Business Ordinance 2023-34, Second Reading, approving revisions to the Minimum and Maximum pay rates of the City's Compensation Pay Scale

 Ordinance 2023-35, Second Reading, setting rates of compensation for full-time classified employees
8. 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
9. Executive Session
10. Adjournment



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

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Law Director

From: Tina Williams, Director of Finance

Date: December 15, 2023

Subject: Emergency Ordinance 2023-36 "Temporary" 2024 Appropriations

Temporary appropriations are only a percentage of the annual permanent appropriations and are meant to cover the operating period of January 1 to March 31. Temporary appropriations are limited to ordinary operating expenditures and allow the Director of Finance to continue payment of invoices, payroll, etc. until year-end is reconciled, final cash balances by fund have been determined and permanent appropriations for the budget year have been approved.

The following capital projects are expected to begin during the first quarter of 2024 and therefore have been included in the temporary appropriations. Council has previously approved these projects and has already committed funding.

Project Description	Budget Amount	Grant Funding	City Share
Hobart Street / Roger's Park Sidewalks – CDBG Grant	\$107,763	\$84,788	\$22,975
Forest Avenue Reconstruction – OPWC Grant	\$781,523	\$445,342	\$336,181
Morrow Road Reconstruction - OPWC Grant	\$950,102	\$519,244	\$430,858
Mason-Morrow-Millgrove Phase 2 – OPWC Grant	\$295,914	\$222,314	\$73,600
Pike Street Bridge Replacement – County OPWC Grant	\$25,000	-	\$25,000
Flock Camera Subscription (10 cameras)	\$28,250	-	\$28,250

A complete list of proposed capital projects for 2024 and future years will be presented to the Council in January after meeting with the Finance Committee to discuss available funding.

Attached is a comparison of the 2024 Temporary Appropriations to the 2023 Appropriations. Permanent appropriations for the budget year 2024 must be adopted by April 1st. The complete 2024 Budget will be presented to the Council no later than the March 7, 2024, meeting.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2023-36**

**AN ORDINANCE TO MAKE “TEMPORARY” APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF
SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF JANUARY 1,
2024 THROUGH MARCH 31, 2024**

BE IT ORDAINED by the Council of the City of South Lebanon, Ohio:

Section 1. That to provide for the current expenses and other expenditures of the City of South Lebanon, for the period of January 1, 2024 to March 31, 2024 or until permanent appropriations are adopted, the following sums are hereby set aside and appropriated as follows:

GENERAL FUND - 1000

110	Police Enforcement	
	Personal Services	5,000.00
	Operating Expenses	234,731.98
	Capital Outlay	28,250.00
		<hr/>
		267,981.98
130	Street Lighting	
	Operating Expenses	65,000.00
220	Human Services	
	Operating Expenses	8,000.00
320	Parks and Recreation	
	Operating Expenses	40,000.00
531	Administration-Public Utilities	
	Personal Services	63,700.00
710	Council & Administration	
	Personal Services	145,000.00
	Operating Expenses	38,850.00
		<hr/>
		183,850.00
720	Mayor's Court	
	Personal Services	19,500.00
	Operating Expenses	8,800.00
		<hr/>
		28,300.00

Ordinance 2023-36 Temporary Appropriations

725	Finance	
	Personal Services	35,400.00
	Operating Expenses	36,070.00
		<hr/>
		71,470.00
730	Land and Buildings	
	Operating Expenses	25,000.00
740	Property Tax Collection Fees	
	Operating Expenses	19,000.00
750	Solicitor	
	Personal Services	8,100.00
755	Income Tax	
	Personal Services	30,000.00
	Operating Expenses	47,450.00
		<hr/>
		77,450.00
790	Other General Government	
	Operating Expenses	267,000.00
800	Capital Improvements	
	Capital Outlay	688,855.00
910	Transfer – Out to Debt Service	3,906.25
		<hr/>
	GENERAL FUND TOTAL	1,817,613.23

STREET FUND - 2011

690	Streets & Transportation	
	Personal Services	23,800.00
	Operating Expenses	94,000.00
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		117,800.00
800	Capital Improvements	
	Capital Outlay	98,600.00
850	Debt Service	17,212.10
		<hr/>
	STREET FUND TOTAL	233,612.10

Ordinance 2023-36 Temporary Appropriations

WATER FUND - 5101

531	Water		
		Personal Services	126,580.00
		Operating Expenses	492,700.00
			<hr/> 619,280.00
800	Capital Improvements		
		Capital Outlay	245,947.00
850	Debt Service		7,040.72
			<hr/>
		WATER FUND TOTAL	<hr/>872,267.72<hr/>

SEWER FUND - 5201

541	Sanitary Sewers & Sewage		
		Personal Services	142,000.00
		Operating Expenses	512,500.00
			<hr/> 654,500.00
800	Capital Improvements		
		Capital Outlay	50,000.00
			<hr/>
		SEWER FUND TOTAL	<hr/>704,500.00<hr/>

SANITATION FUND - 5601

561	Refuse Collection & Disposal		
		Personal Services	5,625.00
		Operating Expenses	260,000.00
			<hr/>
		SANITATION FUND TOTAL	<hr/>265,625.00<hr/>

PARK FUND - 2041

320	Parks and Recreation		
		Operating Expenses	10,000.00

PERMISSIVE TAX FUND - 2101

610	Street Construction		
		Operating Expenses	40,000.00

Ordinance 2023-36 Temporary Appropriations

AMERICAN RESCUE ACT FUND - 2152

790	General Government	
	Capital Outlay	8,564.75

MAYOR'S COURT SPECIAL PROJECTS FUND - 2906

720	Mayor's Court	
	Operating Expenses	2,000.00

MUNICIPAL BUILDING NOTES - 3902

850	Debt Service	3,906.25
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MASON MORROW MILLGROVE IMPROVEMENTS- 4904

800	Capital Outlay	222,314.00
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FOREST AVENUE IMPROVEMENTS- 4906

800	Capital Outlay	445,342.00
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DEPOSIT TRUST FUND - 5781

599	Utility Services	
	Operating Expenses	15,000.00

UNCLAIMED MONIES FUND - 9101

	General Government	
	Operating Expenses	1,863.89

TOTAL APPROPRIATED FUNDS 2024	4,642,608.94
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Section 2. That the legal level of budgetary control shall be established at each funds department or program level and within each, the amount appropriated for personal services, operating expenses, capital outlay and debt service.

Section 3. That the Director of Finance be and is hereby authorized to draw warrants on the City Treasury or Depository for payments from any of the foregoing appropriations upon receiving proper approval in accordance with the Charter, the Administrative Code, or other Ordinances of the City of South Lebanon.

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

Ordinance 2023-36 Temporary Appropriations

Section 5. That this measure shall take effect immediately upon passage pursuant to Section 4.06(C) of the Charter of the City of South Lebanon.

Adopted this 21st day of December, 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
SOUTH LEBANON, OHIO

By: _____
Date: _____

	2023 Final Appropriations	2024 Temporary Ord. 2023-36
GENERAL FUND - 1000		
110 Police Enforcement		
Personal Services	5,000.00	5,000.00
Operating Expenses	690,623.00	234,731.98
Capital Outlay	43,000.00	28,250.00
	<u>738,623.00</u>	<u>267,981.98</u>
130 Street Lighting		
Operating Expenses	68,000.00	65,000.00
220 Human Services		
Operating Expenses	8,000.00	8,000.00
320 Parks and Recreation		
Operating Expenses	80,000.00	40,000.00
531 Administration-Public Utilities		
Personal Services	163,000.00	63,700.00
710 Council & Administration		
Personal Services	366,500.00	145,000.00
Operating Expenses	34,500.00	38,850.00
	<u>401,000.00</u>	<u>183,850.00</u>
720 Mayor's Court		
Personal Services	65,000.00	19,500.00
Operating Expenses	8,800.00	8,800.00
	<u>73,800.00</u>	<u>28,300.00</u>
725 Finance		
Personal Services	118,000.00	35,400.00
Operating Expenses	36,070.00	36,070.00
	<u>154,070.00</u>	<u>71,470.00</u>
730 Land and Buildings		
Operating Expenses	50,000.00	25,000.00
740 Property Tax Collection Fees		
Operating Expenses	19,000.00	19,000.00
750 Solicitor		
Personal Services	27,000.00	8,100.00
755 Income Tax		
Personal Services	100,000.00	30,000.00
Operating Expenses	142,250.00	47,450.00
	<u>242,250.00</u>	<u>77,450.00</u>
790 Other General Government		
Operating Expenses	355,800.00	267,000.00
800 Capital Improvements		
Capital Outlay	958,550.00	688,855.00
910 Transfer – Out to Debt Service	7,812.50	3,906.25
GENERAL FUND TOTAL	<u><u>3,346,905.50</u></u>	<u><u>1,817,613.23</u></u>

	2023 Final Appropriations	2024 Temporary Ord. 2023-36
STREET FUND - 2011		
690 Streets & Transportation		
Personal Services	60,900.00	23,800.00
Operating Expenses	129,000.00	94,000.00
	<u>189,900.00</u>	<u>117,800.00</u>
800 Capital Improvements		
Capital Outlay	364,975.00	98,600.00
850 Debt Service	17,212.10	17,212.10
STREET FUND TOTAL	<u>572,087.10</u>	<u>233,612.10</u>
WATER FUND - 5101		
531 Water		
Personal Services	360,600.00	126,580.00
Operating Expenses	556,200.00	492,700.00
	<u>916,800.00</u>	<u>619,280.00</u>
800 Capital Improvements		
Capital Outlay	479,631.00	245,947.00
850 Debt Service	7,040.72	7,040.72
WATER FUND TOTAL	<u>1,403,471.72</u>	<u>872,267.72</u>
SEWER FUND - 5201		
541 Sanitary Sewers & Sewage		
Personal Services	396,500.00	142,000.00
Operating Expenses	887,000.00	512,500.00
	<u>1,283,500.00</u>	<u>654,500.00</u>
800 Capital Improvements		
Capital Outlay	762,500.00	50,000.00
SEWER FUND TOTAL	<u>2,046,000.00</u>	<u>704,500.00</u>
SANITATION FUND - 5601		
561 Refuse Collection & Disposal		
Personal Services	17,000.00	5,625.00
Operating Expenses	480,000.00	260,000.00
SANITATION FUND TOTAL	<u>497,000.00</u>	<u>265,625.00</u>
PARK FUND - 2041		
320 Parks and Recreation		
Operating Expenses	20,000.00	10,000.00

	2023 Final Appropriations	2024 Temporary Ord. 2023-36
PERMISSIVE TAX FUND - 2101		
610 Street Construction		
Operating Expenses	100,000.00	40,000.00
AMERICAN RESCUE ACT FUND - 2152		
790 General Government		
Capital Outlay	103,727.65	8,564.75
MAYOR'S COURT SPECIAL PROJECTS FUND - 2906		
720 Mayor's Court		
Operating Expenses	2,000.00	2,000.00
RIVER'S CROSSING TIF FUND - 2907		
Development Incentives		
Operating Expenses	536,240.00	0.00
Debt Service	708,760.00	0.00
	<u>1,245,000.00</u>	<u>0.00</u>
RIVERSIDE TIF FUND - 2909		
Development Incentives		
Operating Expenses	329,330.00	0.00
Debt Service	7,909,420.00	0.00
	<u>8,238,750.00</u>	<u>0.00</u>
MUNICIPAL BUILDING NOTES - 3902		
850 Debt Service	7,812.50	3,906.25
MUNICIPAL BUILDING RENOVATION- 4902		
800 Capital Outlay	10,080.19	0.00
MASON MORROW MILLGROVE IMPROVEMENTS- 4904		
800 Capital Outlay	0.00	222,314.00
CORWIN-NIXON/RT 48 IMPROVEMENTS- 4905		
800 Capital Outlay	70,107.95	0.00
FOREST AVENUE IMPROVEMENTS- 4906		
800 Capital Outlay	0.00	445,342.00
UTILITY MAINTENANCE AND IMP FUND - 5761		
800 Capital Outlay	125,000.00	0.00
DEPOSIT TRUST FUND - 5781		
599 Utility Services		
Operating Expenses	50,000.00	15,000.00
UNCLAIMED MONIES FUND - 9101		
General Government		
Operating Expenses	1,885.18	1,863.89
TOTAL APPROPRIATED FUNDS	<u><u>17,839,827.79</u></u>	<u><u>4,642,608.94</u></u>



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

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Law Director

From: Tina Williams, Director of Finance

Date: December 19, 2023

Subject: Emergency Resolution 2023-49 Authorization of Super Blanket Purchase Orders

Super blanket purchase orders are used to pay for expenditures that are recurring and reasonably predictable operating expenses, for example monthly utilities, fuel, and trash services.

The Ohio Revised Code § 5705.41(D)(3), allows the Director of Finance to prepare "blanket" or "super blanket" purchase orders for a sum not exceeding an amount that has been established by Council. Resolution 2019-9 established a maximum dollar limit of \$25,000. Any blanket purchase orders that will exceed the \$25,000 limit must be approved by Council.

The attached resolution includes a list of super blanket purchase orders for fiscal year 2024 for reoccurring expenditures that are expected to exceed \$25,000.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-49**

**A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO CREATE SUPER
BLANKET PURCHASE ORDER(S) AS PERMITTED BY OHIO REVISED CODE
§ 5705.41(D)(3), AND DECLARING AN EMERGENCY**

WHEREAS, Ohio Revised Code § 5705.41(D)(3) allows political subdivisions to use super blanket purchase orders for the payment of lawfully appropriated goods and services of the subdivision in place of regular purchase orders; and

WHEREAS, Ohio Revised Code § 5705.41(D)(3) permits super blanket purchase orders provided that the aggregate sum of money included in and called for by the expenditures, orders, and obligations shall not exceed the certified sum; that the super blanket purchase orders are used for the following purposes: accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, or appraiser by or on behalf of the subdivision or contracting authority; fuel oil, gasoline, food items, roadway materials, and utilities; and any purchases exempt from competitive bidding under section 125.04 of the Revised Code and any other specific expenditure that is a recurring and reasonably predictable operating expense; and that the super blanket purchase order shall not extend beyond the end of the fiscal year; and

WHEREAS, the City Council recognizes establishing super blanket purchase orders increases the effectiveness in the processing of expenditures by the Director of Finance; and

WHEREAS, immediate action is required to establish super blanket purchase orders to increase the effectiveness of ongoing utility and other payments by the Director of Finance, and in order to preserve the public peace, health, or safety 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. Council hereby establishes a super blanket purchase order amount as follows for the Fiscal Year 2024:

<u>Vendor</u>	<u>Amount</u>
Rumpke	\$520,000
Greater Cincinnati Water Works	\$350,000
City of Lebanon	\$288,000
Duke Energy	\$148,000
SuperFleet	\$36,000
Warren County Water	\$30,000

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

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

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

Adopted this the 21st day of December, 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 MEIER
LAW DIRECTOR
SOUTH LEBANON, OHIO

By: _____
Date: _____



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: December 18, 2023

Subject: Highmeadow Section Two Final & Easement Plat & Development Agreement

Attached are resolutions to approve the final plat and easement plat for the Highmeadow Section Two Subdivision as well as the development agreement. All of the infrastructure improvements with the exception of the items listed on the cost estimate in the development agreement have already been completed.

This plat will create 32 single family lots on 11.1937 acres connected to Section 1 of the development.

The South Lebanon Planning Commission conditionally approved the final plat on December 12th. The additional easement plat was also approved at that time by the Planning Commission. This requires City Council approval of the development agreement and final plat prior to recording of the record plat.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-50**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR
OF FINANCE TO EXECUTE A DEVELOPMENT AGREEMENT FOR
HIGHMEADOW SECTION TWO SUBDIVISION WITH THE DREES COMPANY,
AND DECLARING AN EMERGENCY**

WHEREAS, Section 15.20.7 of the City's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the City to enter into a development agreement with the City relating to the construction of improvements within the subdivision; and,

WHEREAS, the Drees Company, is the developer of the Highmeadow Section Two Subdivision in the City, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the City and its citizens relating to the construction of said Development, 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 Development Agreement relating to Highmeadow Section Two Subdivision with the Drees Company, 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; and, this Resolution shall be in full force and effective immediately upon its passage.

Resolution No. 2023-50

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

Adopted this 21st day of December, 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 – / /2023
Second Reading – / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

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

By: _____
Date: ____ / ____ /2023

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the City of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "City"), and the Drees Company, whose mailing address is 211 Grandview Drive, Suite 100, Fort Mitchell, KY 41017, (the "Developer"), and Liberty Mutual Insurance Company, whose mailing address is 175 Berkeley Street, Boston, MA 02116 ("the Surety"), is in accordance with the City's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Administrator for the completion of the public and other improvements associated with the residential development known as Highmeadow Section Two ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel # 17-36-200-036 and more particularly described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, in accordance with Sec. 15.20.7 (2) of the City's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the City's Ordinances, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the City's Subdivision Regulations, incorporated herein by reference; and

WHEREAS, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the City right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall remain private, if any, (intersections with street, sanitary, water and/or storm water systems of

the City); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the City and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the City, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the City's Ordinances, Resolutions and Subdivision Regulations. The City shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The City will only consider this phased acceptance if this action would be, in the sole opinion of the City Council, in the City's best interest.

4. The Developer, upon completion of construction shall submit to the City reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the City's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the City. Prior to acceptance of the Public Improvements by the City, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the City and in such a manner as not to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the City's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the City. The costs to the City shall be based upon the City Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the City's staff, otherwise, the cost to the City shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the City and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the City a reasonable amount as determined by the Administrator to pay for these additional costs.
 - 6.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the City and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the City, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the City, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving operations associated with the development of the site by Developer. Such geotechnical engineer shall provide a written report and copies of the field notes to the City upon completion of the

same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

6.2 Before starting the construction of any improvements, the Developer shall ascertain from the Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Administrator or the Administrator's designee be less than twenty-four (24) hours prior to a desired inspection.

6.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the City has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility for a period of two (2) years from the date of formal acceptance of the improvements by the City, to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

7.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the City's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the City's Solicitor. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

7.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the City ("Issuer") and issued in favor of the Council of the City of South Lebanon, Ohio for the **Performance bond** in the sum of \$87,125.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of December 12, 2023, in accordance with the Development Plan and the corresponding schedule of values approved by the City (attached as "Exhibit

D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the City and shall contain the following language:

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the City Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

"The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the City Council may declare the Developer to be in**

default and demand immediate payment of all sums under this Letter of Credit."

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in Highmeadow Section One Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the City Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Highmeadow Section Two Subdivision.

The condition of Default shall occur when the City Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the City Council upon demand after the following have occurred: (i) the Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Administrator; (ii) the Administrator shall copy the Fiscal Officer on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Administrator within fourteen (14) days of the Default Notice, unless the City Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the City Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the City's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the City Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the City may solely determine, as well as apply the funds to any costs incurred by the City which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to

costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the City in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the City for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the City's Director of Finance within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to City Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the City Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading, provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the City.

Any such reduction shall be based on a schedule of values approved by the City and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the City.

- 7.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the City's Fiscal Officer. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the City Fiscal Officer, and the City Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the City Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.
- 7.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the City's Director of Finance, and release of liability upon full payment.
- 7.2 Maintenance Bond. Upon completion of the final improvements as determined by the Administrator and engineer acting in the service of the City and pursuant to the Subdivision Regulations, the Developer shall post a Maintenance Bond pursuant to the City's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the City in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.
8. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before December 22, 2023 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time

is hereby fixed by the City as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the City in its reasonable discretion but only after a written application filed with the City Planning Commission. Such extension, however, will be conditioned upon the Developer providing the City with updated costs sheets for improvements not yet constructed, and the City may request additional bonding in an acceptable form as provided in paragraph 9 above.

9. Indemnification. The Developer agrees to indemnify and hold the City harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the City per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the City. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable
10. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the City as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
11. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
12. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

13. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
14. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
16. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

IN EXECUTION WHEREOF, THE DREES COMPANY referred to as the Developer herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

SURETY (if applicable)

IN EXECUTION WHEREOF, the Liberty Mutual Insurance Company, referred to as the Surety herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

[remainder of the page is blank]

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 2023-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Director of Finance_

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Director of Finance, of the City of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a City Resolution authorizing them to so act.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Law Director

Exhibit "A" - Legal Description of the Entire Tract(s)

[insert or attach hereto]

DEED REFERENCES:

SITUATED IN MILITARY SURVEY #1546, CITY OF SOUTH LEBANON, WARREN COUNTY, OHIO CONTAINING 10.9754 ACRES, BEING PART OF THE 14.59 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2023-014815 OF THE WARREN COUNTY, OHIO RECORDS & CONTAINING 0.2183 ACRES, BEING PART OF THE 0.4589 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2022-009033 OF THE WARREN COUNTY, OHIO RECORDS.

OWNER'S CONSENT AND DEDICATION:

"WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER."

"ANY "PUBLIC UTILITIES EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD."

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:

DUKE ENERGY OHIO
ALTA FIBER
SPECTRUM
CITY OF SOUTH LEBANON ENGINEERS
CITY OF SOUTH LEBANON WATER & SEWER
ADELPHIA/CHELSEA CABLE

WE ALSO HEREBY GRANT TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

SIGNED: THE DREES COMPANY
WITNESS
WITNESS
NAME: JEFF HEBELER
ASSISTANT SECRETARY/CINCINNATI LAND

NOTARY STATEMENT:

STATE OF KY S.S.
BE IT REMEMBERED THAT ON THIS 4th DAY OF December A.D., 2023
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF KY PERSONALLY

APPEARED JEFF HEBELER (ASSISTANT SECRETARY/ CINCINNATI LAND) OF THE DREES COMPANY WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED TO SIGN ON BEHALF OF SAID CORPORATION AND WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED ON BEHALF OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

MORTGAGE ACCEPTANCE STATEMENT

SIGNED: THE DREES COMPANY
WITNESS
BY: N/A
NAME: _____
TITLE: _____

NOTARY STATEMENT:

STATE OF _____: SS
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ OF _____ WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES _____
MORTGAGE RECORDED WITH INSTRUMENT NUMBER _____ IN WARREN COUNTY, OHIO.

HIGHMEADOW SUBDIVISION, SECTION 2

MILITARY SURVEY #1546

CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP

WARREN COUNTY, OHIO

NOVEMBER 2023

GENERAL NOTES:

1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
3. 5/8" DIA. X 30" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS UPON COMPLETION OF CONSTRUCTION. ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. DRAINAGE EASEMENTS SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CENTERED UPON DRAINAGE WAYS, EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
5. STORM SEWERS ARE PUBLIC AND LOCATED WITHIN PUBLIC UTILITIES EASEMENTS UNLESS OTHERWISE NOTED.
6. PUBLIC UTILITIES AS SHOWN ON COMMON PROPERTY LINES ARE CENTERED ON SAID PROPERTY LINE.
7. IRREGULAR EASEMENTS AS SHOWN HEREON ARE DEFINED GEOMETRICALLY. THESE EASEMENTS DO NOT PARALLEL A LOT OR RIGHT OF WAY LINE.

HOME OWNER'S ASSOCIATION NOTE:

THE DECLARATION FOR HIGHMEADOW SUBDIVISION IS RECORDED IN DOCUMENT NUMBER _____ OF THE WARREN COUNTY RECORDER. SAID DECLARATION MAY BE AMENDED IN THE FUTURE, ANY AMENDMENTS ARE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY OR PUBLIC EASEMENTS INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP PUMPS.

PUBLIC SANITARY SEWER EASEMENT:

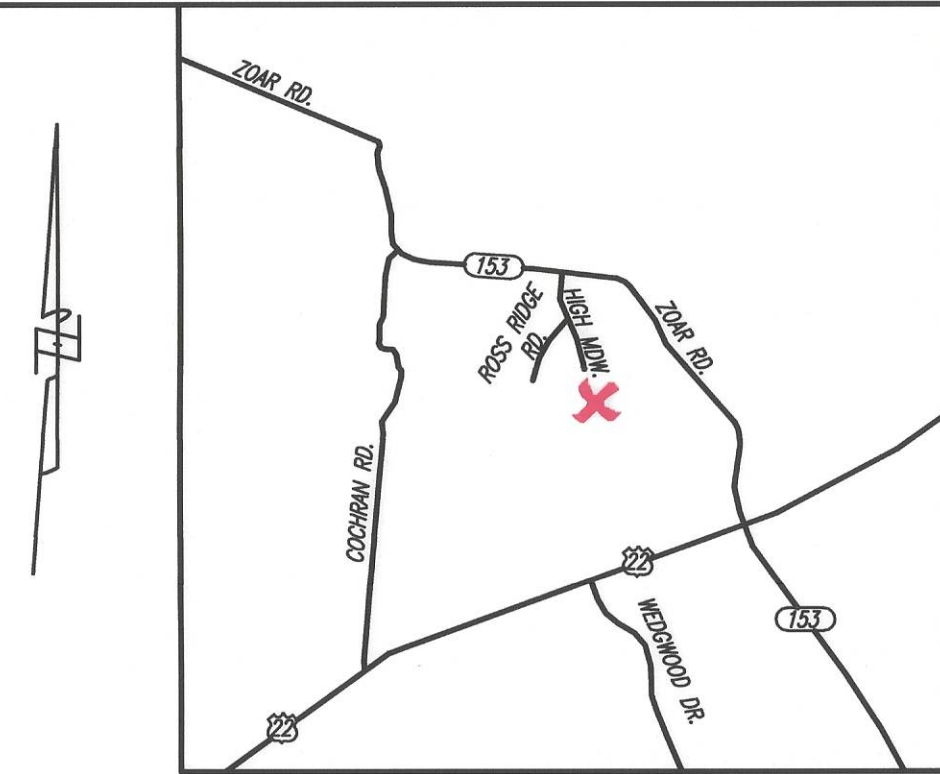
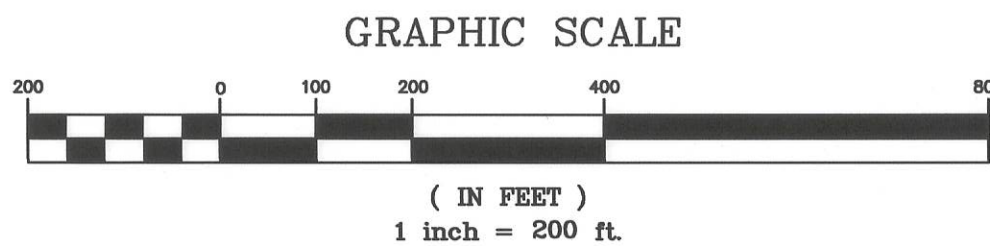
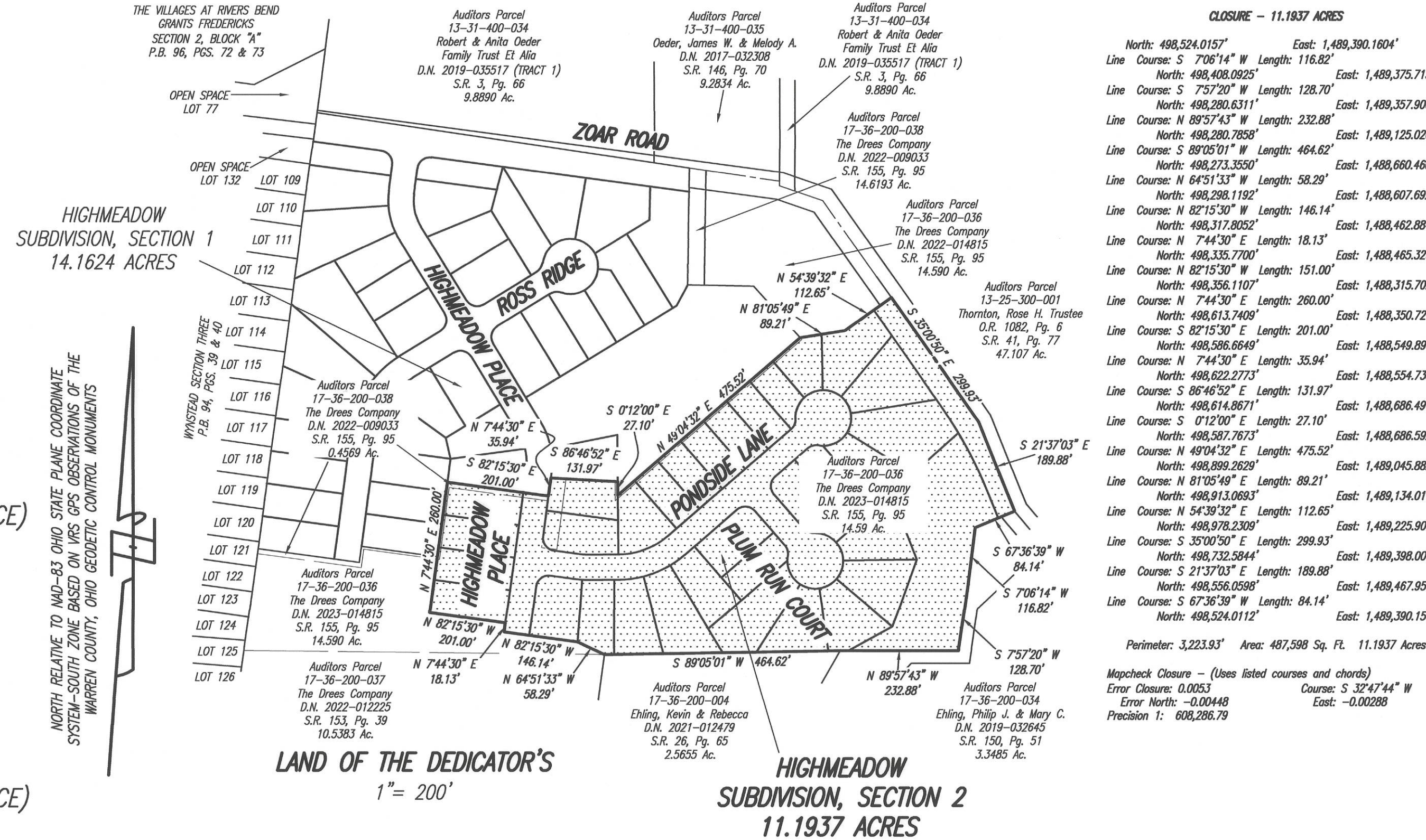
ANY "PUBLIC SANITARY SEWER EASEMENT" AS SHOWN ON THIS PLAT IS FOR THE BENEFIT OF THE CITY OF SOUTH LEBANON. THE EASEMENT GRANTS CITY OF SOUTH LEBANON, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

TOTAL AREA SUMMARY

AREA IN LOTS = 9.1231 ACRES
AREA IN R/W = 2.0706 ACRES
TOTAL AREA = 11.1937 ACRES

PARCEL SUMMARY
D.N. 2023-014815
AUD. PARCEL 17-36-200-036
10.9754 ACRES (PART OF PARCEL)
1.6016 ACRES (R/W HIGHMEADOW PLACE)
0.4554 ACRES (R/W ZOAR ROAD)
1.3003 ACRES (OPEN SPACE "D")
7.6181 ACRES (LOTS)

PARCEL SUMMARY
D.N. 2022-009033
AUD. PARCEL 17-36-200-038
0.2183 ACRES (PART OF PARCEL)
0.0136 ACRES (R/W HIGHMEADOW PLACE)
0.2047 ACRES (LOTS)



VICINITY MAP

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

CHAIRMAN

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE _____ DAY _____, 20____, THIS PLAT WAS APPROVED AND

ACCEPTED BY RESOLUTION NO. _____ ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

JAMES D. SMITH, MAYOR

TINA WILLIAMS, FISCAL OFFICER

COUNTY AUDITOR:

TRANSFERRED ON THIS _____ DAY OF _____, 20____, AT _____ M.

COUNTY AUDITOR

DEPUTY

PRINTED NAME:

COUNTY RECORDER:

FILE NO. _____

RECEIVED ON THIS _____ DAY OF _____, 20____, AT _____ M.

RECORDED ON THIS _____ DAY OF _____, 20____, AT _____ M.

RECORDED IN PLAT BOOK NO. _____, PAGE NO. _____.

FEE: _____

COUNTY RECORDER

DEPUTY

PRINTED NAME:

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN NOVEMBER 2023 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

DOUGLAS D. PIEPMEIER
REGISTERED SURVEYOR #8865

OWNER/DEVELOPER:

THE DREES COMPANY
211 GRANDVIEW DRIVE
FORT MITCHELL, KENTUCKY 41017
(859) 578-6565

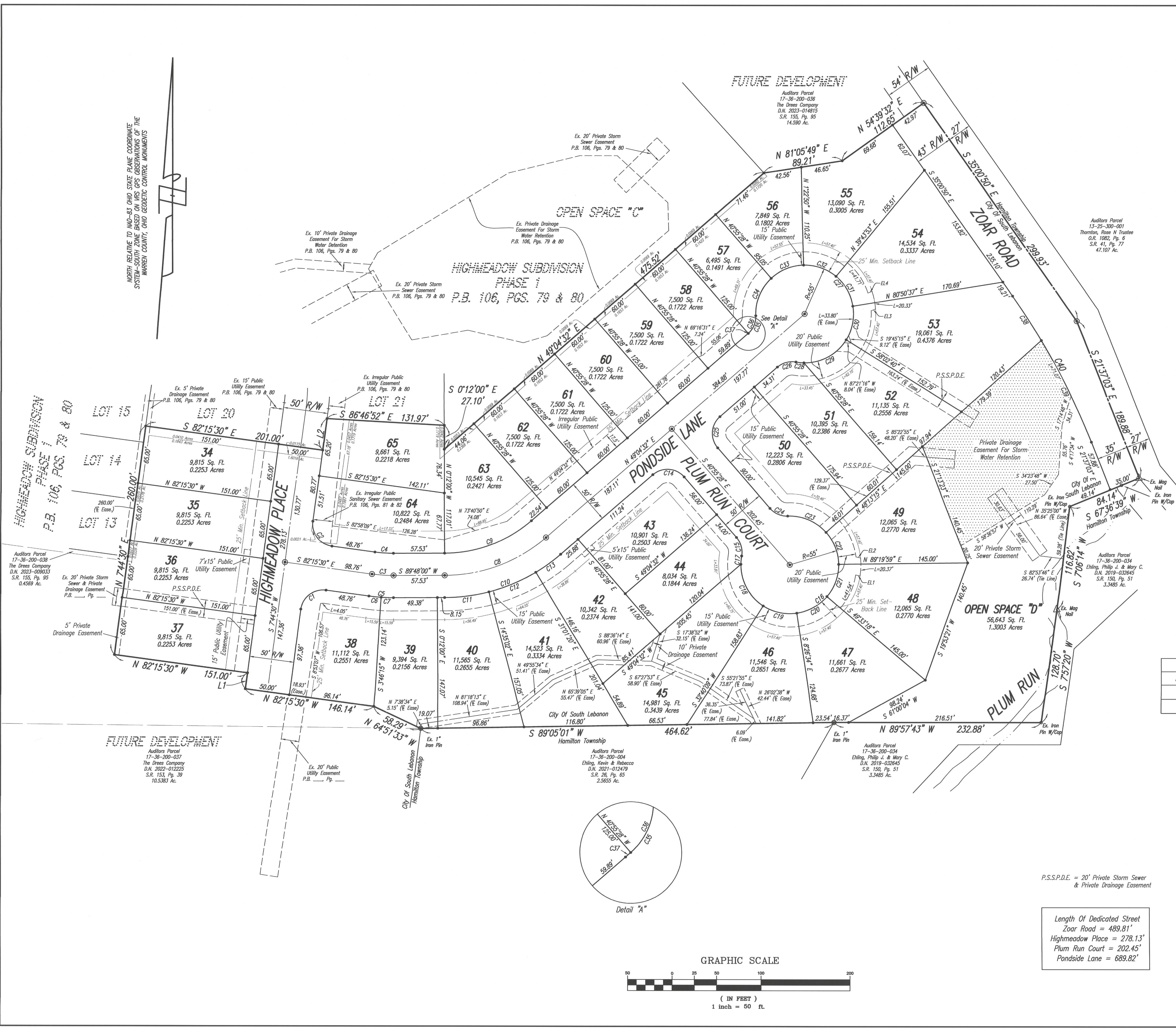


HIGHMEADOW SUBDIVISION
SECTION 2

Date	6-23-23
Drawn By	C.R.
Checked By	D.P.
Scale	N/A

RECORD PLAT
HIGHMEADOW SUBDIVISION, SECTION 2
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
8111 Chalmers Lane, Suite 200
Cincinnati, Ohio 45247
513-386-5757
www.aberacrombie-associates.com



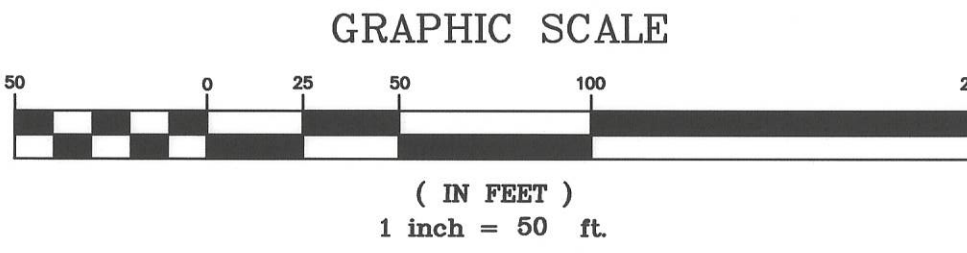
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	25.00'	39.27'	35.36'
C2	90°00'00"	25.00'	39.27'	35.36'
C3	7°56'29"	150.00'	20.79'	24.24'
C4	7°56'29"	150.00'	20.79'	24.24'
C5	7°56'29"	200.00'	27.72'	27.70'
C6	3°58'15"	200.00'	13.86'	13.86'
C7	3°58'15"	200.00'	13.86'	13.86'
C8	40°43'29"	175.00'	124.39'	121.78'
C9	40°43'29"	150.00'	106.62'	104.39'
C10	40°43'29"	200.00'	142.16'	139.18'
C11	14°23'02"	200.00'	50.21'	50.08'
C12	16°26'18"	200.00'	57.38'	57.18'
C13	9°54'09"	200.00'	34.57'	34.52'
C14	90°00'00"	25.00'	39.27'	35.36'
C15	51°19'04"	25.00'	22.39'	21.65'
C16	282°38'08"	55.00'	271.31'	68.75'
C17	9°48'58"	55.00'	9.42'	9.41'
C18	57°54'29"	55.00'	55.59'	53.25'
C19	41°06'44"	55.00'	39.46'	38.62'
C20	41°06'44"	55.00'	39.46'	38.62'
C21	41°06'44"	55.00'	39.46'	38.62'
C22	41°06'44"	55.00'	39.46'	38.62'
C23	50°27'48"	55.00'	48.44'	46.89'
C24	51°19'04"	25.00'	22.39'	21.65'
C25	90°00'00"	25.00'	39.27'	35.36'
C26	51°19'04"	25.00'	22.39'	21.65'
C27	282°38'08"	55.00'	271.31'	68.75'
C28	9°22'15"	55.00'	9.00'	8.99'
C29	59°04'01"	55.00'	56.70'	54.22'
C30	41°06'44"	55.00'	39.46'	38.62'
C31	41°06'44"	55.00'	39.46'	38.62'
C32	41°06'44"	55.00'	39.46'	38.62'
C33	41°58'50"	55.00'	40.30'	39.40'
C34	48°56'32"	54.94'	46.93'	45.51'
C35	51°19'04"	25.00'	22.39'	21.65'
C36	51°03'42"	25.00'	22.28'	21.55'
C37	0°15'22"	25.00'	0.11'	0.11'
C38	4°15'29"	800.00'	59.45'	59.44'
C39	9°08'18"	800.00'	127.59'	127.46'
C40	13°23'47"	800.00'	187.05'	186.62'

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.13'	N 07°44'30" E
L2	35.94'	N 07°44'30" E

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
EL1	5.01'	N 78°14'08" W
EL2	5.28'	S 78°14'08" E
EL3	5.24'	S 68°16'31" E
EL4	5.00'	N 68°16'31" E

Length Of Dedicated Street
Zoar Road = 489.81'
Highmeadow Place = 278.13'
Plum Run Court = 202.45'
Pondsides Lane = 689.82'

- MONUMENT LEGEND
- 5/8" IRON PIN W/CAP (10885) TO BE SET
 - ⊙ SET MAG SPIKE
 - EX. IRON PIN W/CAP
 - ⊙ EX. 1" IRON PIN
 - △ EX. MAG NAIL



STATE OF OHIO
COUNTY OF WARREN
REGISTERED PROFESSIONAL SURVEYOR
DOUGLAS D. PIERMEIER
8865

6-23-23
G.R.
D.P.
1" = 50'

RECORD PLAT
HIGHMEADOW SUBDIVISION, SECTION 2
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
5111 Chantrelle Road, Suite 200
Warren, Ohio 44444
513-385-5757
www.abercombie-associates.com

Job No.
20-0059-2

Exhibit “B” – City’s Fee Schedule

Administrator	\$95/hour
---------------	-----------

Public Works Employees	\$55/hour
------------------------	-----------

Exhibit “C” – Professional Consultant’s Fee Schedule

[attach hereto]

2023 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$160
Professional Surveyor	\$145
Landscape Architect	\$120
Designer	\$105
Field Surveyor	\$115
Administrative	\$75
Resident Project Representative	\$90

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

Exhibit “D” – Cost Estimates Sheets

[attach hereto]

HIGHMEADOW SECTION 2 PERFORMANCE BOND QUANTITIES
CITY OF SOUTH LEBANON

December 12, 2023

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	95	\$190.00	\$18,050.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	375	\$9.00	\$3,375.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	180	\$310.00	\$55,800.00
608	4" CONCRETE WALK	S.F.	200	\$18.00	\$3,600.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	90	\$70.00	\$6,300.00
TOTAL					\$87,125.00



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

Troy Niese, P.E.

Date

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-51**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND
DIRECTOR OF FINANCE TO EXECUTE A RECORD PLAT AND EASEMENT PLAT
FOR HIGHMEADOW SECTION TWO SUBDIVISION, AND DECLARING AN
EMERGENCY**

WHEREAS, the South Lebanon Planning Commission met on December 12, 2023, and conditionally approved the final plat for the Highmeadow Section Two Subdivision; and,

WHEREAS, the developer has met the conditions required by the Planning Commission; and,

WHEREAS, the Warren County Tax Map Department is requiring an easement plat for various sanitary sewer easements outside of the area included in the record plat; and

WHEREAS, the South Lebanon Planning Commission met on December 12, 2023, and approved an easement plat for the Highmeadow Section Two Subdivision; and,

WHEREAS, immediate action is required to preserve the City's authority to review and approve said subdivision record plat, 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 Highmeadow Section Two Subdivision Record Plat and Easement Plat, copies of which are attached hereto.

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

Resolution No. 2023-51

Page 2

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

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

Adopted this 21st day of December, 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 – / /2023
Second Reading – / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

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

By: _____
Date: ____/____/2023

DEED REFERENCES:

SITUATED IN MILITARY SURVEY #1546, CITY OF SOUTH LEBANON, WARREN COUNTY, OHIO CONTAINING 10.9754 ACRES, BEING PART OF THE 14.59 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2023-014815 OF THE WARREN COUNTY, OHIO RECORDS & CONTAINING 0.2183 ACRES, BEING PART OF THE 0.4589 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2022-009033 OF THE WARREN COUNTY, OHIO RECORDS.

OWNER'S CONSENT AND DEDICATION:

"WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER."

"ANY "PUBLIC UTILITIES EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD."

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:

DUKE ENERGY OHIO
ALTA FIBER
SPECTRUM
CITY OF SOUTH LEBANON ENGINEERS
CITY OF SOUTH LEBANON WATER & SEWER
ADELPHIA/CHELSEA CABLE

WE ALSO HEREBY GRANT TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

SIGNED: THE DREES COMPANY
WITNESS
WITNESS
NAME: JEFF HEBELER
ASSISTANT SECRETARY/CINCINNATI LAND

NOTARY STATEMENT:

STATE OF KY S.S.
BE IT REMEMBERED THAT ON THIS 4th DAY OF December A.D., 2023
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF KY PERSONALLY

APPEARED JEFF HEBELER (ASSISTANT SECRETARY/ CINCINNATI LAND) OF THE DREES COMPANY WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED TO SIGN ON BEHALF OF SAID CORPORATION AND WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED ON BEHALF OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

MORTGAGE ACCEPTANCE STATEMENT

SIGNED: THE DREES COMPANY
WITNESS
BY: N/A
NAME: _____
TITLE: _____

NOTARY STATEMENT:

STATE OF _____: SS
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ OF _____ WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES _____

MORTGAGE RECORDED WITH INSTRUMENT NUMBER _____ IN WARREN COUNTY, OHIO.

HIGHMEADOW SUBDIVISION, SECTION 2

MILITARY SURVEY #1546

CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP

WARREN COUNTY, OHIO

NOVEMBER 2023

GENERAL NOTES:

1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
3. 5/8" DIA. X 30" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS UPON COMPLETION OF CONSTRUCTION. ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. DRAINAGE EASEMENTS SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CENTERED UPON DRAINAGE WAYS, EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
5. STORM SEWERS ARE PUBLIC AND LOCATED WITHIN PUBLIC UTILITIES EASEMENTS UNLESS OTHERWISE NOTED.
6. PUBLIC UTILITIES AS SHOWN ON COMMON PROPERTY LINES ARE CENTERED ON SAID PROPERTY LINE.
7. IRREGULAR EASEMENTS AS SHOWN HEREON ARE DEFINED GEOMETRICALLY. THESE EASEMENTS DO NOT PARALLEL A LOT OR RIGHT OF WAY LINE.

HOME OWNER'S ASSOCIATION NOTE:

THE DECLARATION FOR HIGHMEADOW SUBDIVISION IS RECORDED IN DOCUMENT NUMBER _____ OF THE WARREN COUNTY RECORDER. SAID DECLARATION MAY BE AMENDED IN THE FUTURE, ANY AMENDMENTS ARE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY OR PUBLIC EASEMENTS INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP PUMPS.

PUBLIC SANITARY SEWER EASEMENT:

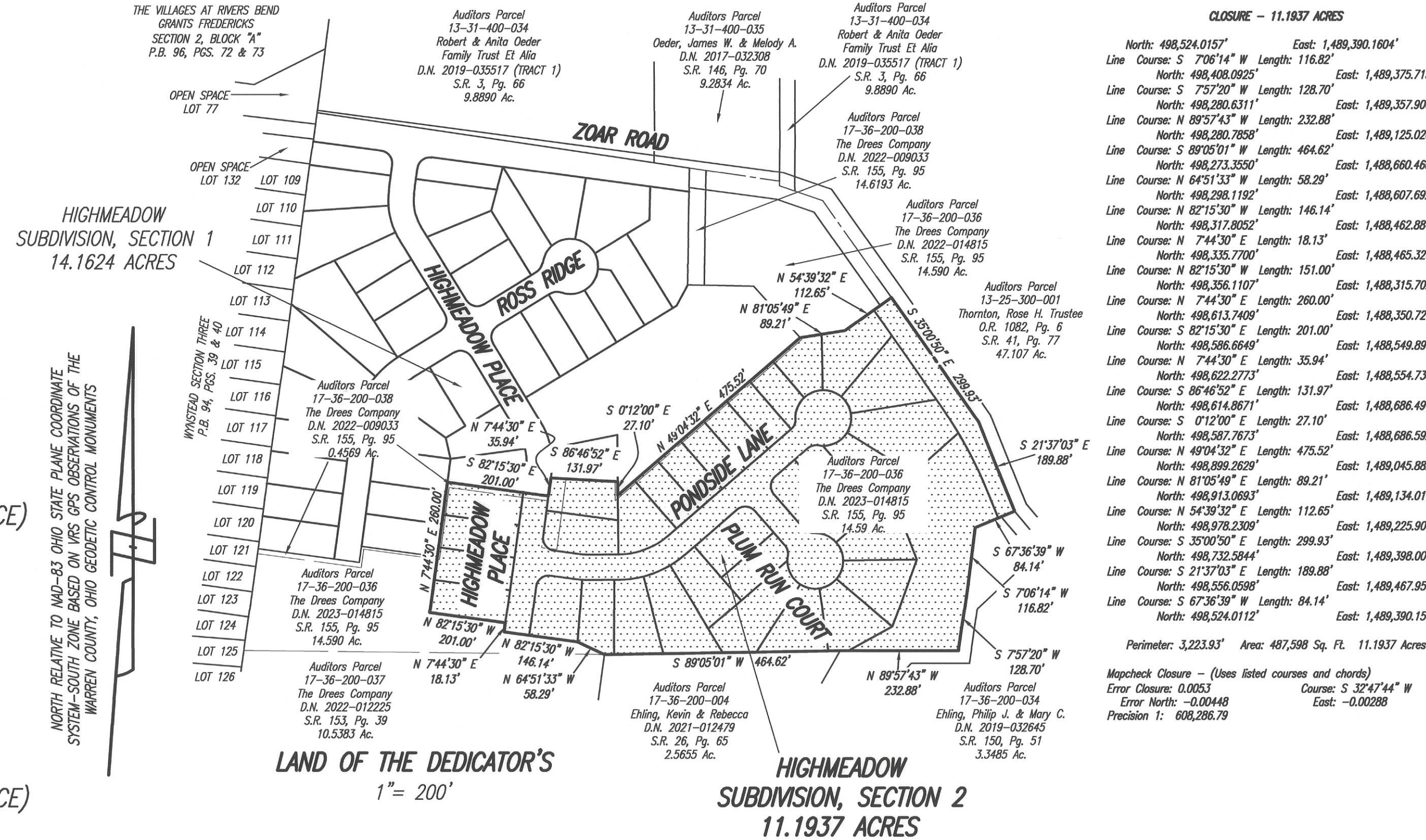
ANY "PUBLIC SANITARY SEWER EASEMENT" AS SHOWN ON THIS PLAT IS FOR THE BENEFIT OF THE CITY OF SOUTH LEBANON. THE EASEMENT GRANTS CITY OF SOUTH LEBANON, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

TOTAL AREA SUMMARY

AREA IN LOTS = 9.1231 ACRES
AREA IN R/W = 2.0706 ACRES
TOTAL AREA = 11.1937 ACRES

PARCEL SUMMARY
D.N. 2023-014815
AUD. PARCEL 17-36-200-036
10.9754 ACRES (PART OF PARCEL)
1.6016 ACRES (R/W HIGHMEADOW PLACE)
0.4554 ACRES (R/W ZOAR ROAD)
1.3003 ACRES (OPEN SPACE "D")
7.6181 ACRES (LOTS)

PARCEL SUMMARY
D.N. 2022-009033
AUD. PARCEL 17-36-200-038
0.2183 ACRES (PART OF PARCEL)
0.0136 ACRES (R/W HIGHMEADOW PLACE)
0.2047 ACRES (LOTS)



CLOSURE - 11.1937 ACRES

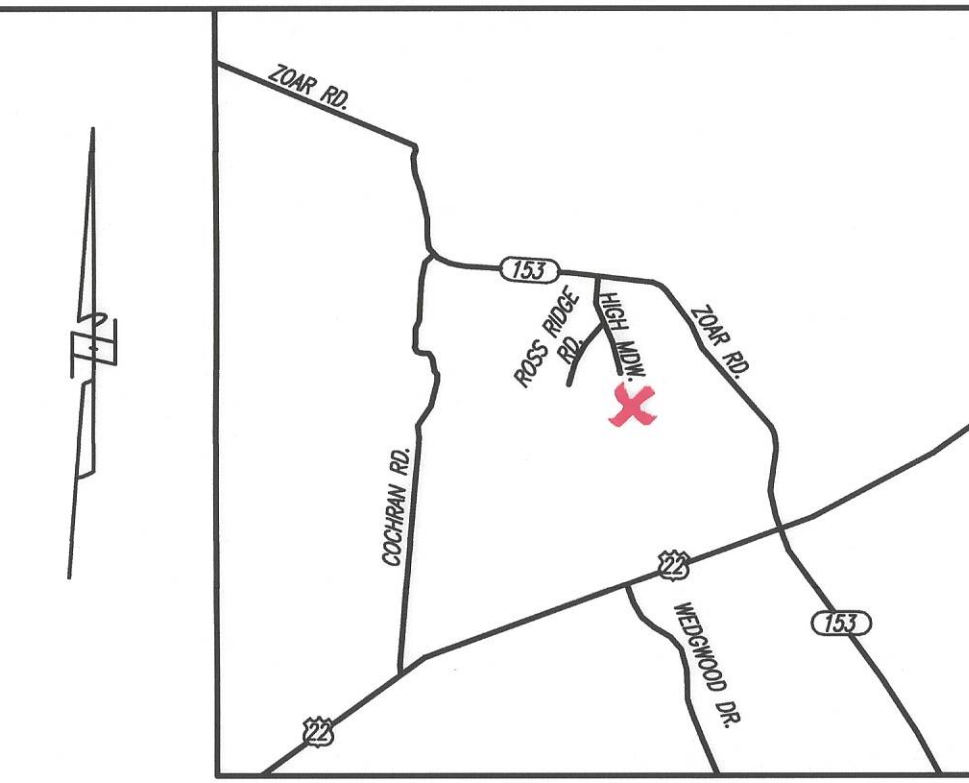
North: 498,524.0157' East: 1,489,390.1604'
Line Course: S 7°06'14\" W Length: 116.82'
North: 498,408.0925' East: 1,489,375.7134'
Line Course: S 7°57'20\" W Length: 128.70'
North: 498,290.6311' East: 1,489,357.9007'
Line Course: N 89°57'43\" W Length: 232.88'
North: 498,290.2859' East: 1,489,125.0207'
Line Course: S 89°05'01\" W Length: 464.62'
North: 498,273.3550' East: 1,488,660.4601'
Line Course: N 64°51'33\" W Length: 58.29'
North: 498,281.1192' East: 1,488,607.6922'
Line Course: N 82°15'30\" W Length: 146.14'
North: 498,317.8052' East: 1,488,462.8942'
Line Course: N 7°44'30\" E Length: 18.13'
North: 498,335.7700' East: 1,488,465.3264'
Line Course: N 82°15'30\" W Length: 151.00'
North: 498,356.1107' East: 1,488,315.7027'
Line Course: N 7°44'30\" E Length: 260.00'
North: 498,613.7409' East: 1,488,350.7264'
Line Course: S 82°15'30\" E Length: 201.00'
North: 498,586.6949' East: 1,488,549.8944'
Line Course: N 7°44'30\" E Length: 35.94'
North: 498,622.2773' East: 1,488,554.7358'
Line Course: S 86°46'52\" E Length: 131.97'
North: 498,614.8671' East: 1,488,686.4976'
Line Course: S 7°12'00\" E Length: 27.10'
North: 498,587.7673' East: 1,488,686.5922'
Line Course: N 49°04'32\" E Length: 475.52'
North: 498,699.2629' East: 1,489,045.8828'
Line Course: N 81°05'49\" E Length: 89.21'
North: 498,613.0883' East: 1,489,134.0179'
Line Course: N 54°39'32\" E Length: 112.65'
North: 498,978.2309' East: 1,489,225.9091'
Line Course: S 35°00'50\" E Length: 299.93'
North: 498,732.5844' East: 1,489,398.0014'
Line Course: S 21°37'03\" E Length: 189.88'
North: 498,556.0598' East: 1,489,467.9548'
Line Course: S 67°36'39\" W Length: 84.14'
North: 498,524.0112' East: 1,489,390.1755'
Perimeter: 3,223.93' Area: 487,589 Sq. Ft. 11.1937 Acres

Map Closure - (Uses listed courses and chords)
Error Closure: 0.0053' Course: S 32°42'44\" W East: -0.00288'
Error North: -0.00448'
Precision 1: 608,286.79

DOUGLAS D. PIEPMEIER
REGISTERED SURVEYOR #8865

MINIMUM SETBACKS:
FRONT YARD SETBACK = 25'
SIDE YARD SETBACK = 6' ONE SIDE, 16' TOTAL
REAR YARD SETBACK = 30'

OWNER/DEVELOPER:
THE DREES COMPANY
211 GRANDVIEW DRIVE
FORT MITCHELL, KENTUCKY 41017
(859) 578-6565



VICINITY MAP

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

CHAIRMAN

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE _____ DAY _____, 20____, THIS PLAT WAS APPROVED AND

ACCEPTED BY RESOLUTION NO. _____ ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

JAMES D. SMITH, MAYOR

TINA WILLIAMS, FISCAL OFFICER

COUNTY AUDITOR:

TRANSFERRED ON THIS _____ DAY OF _____, 20____, AT _____ M.

COUNTY AUDITOR

DEPUTY

PRINTED NAME:

COUNTY RECORDER:

FILE NO. _____

RECEIVED ON THIS _____ DAY OF _____, 20____, AT _____ M.

RECORDED ON THIS _____ DAY OF _____, 20____, AT _____ M.

RECORDED IN PLAT BOOK NO. _____, PAGE NO. _____

FEE: _____

COUNTY RECORDER

DEPUTY

PRINTED NAME:

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN NOVEMBER 2023 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

STATE OF OHIO
DOUGLAS D. PIEPMEIER
REGISTERED SURVEYOR
#8865
PROFESSIONAL SEAL

HIGHMEADOW SUBDIVISION
SECTION 2

6-23-23
G.R.
D.P.
N/A

REVISIONS
10-20-23 Comments
10-30-23

RECORD PLAT
HIGHMEADOW SUBDIVISION, SECTION 2
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

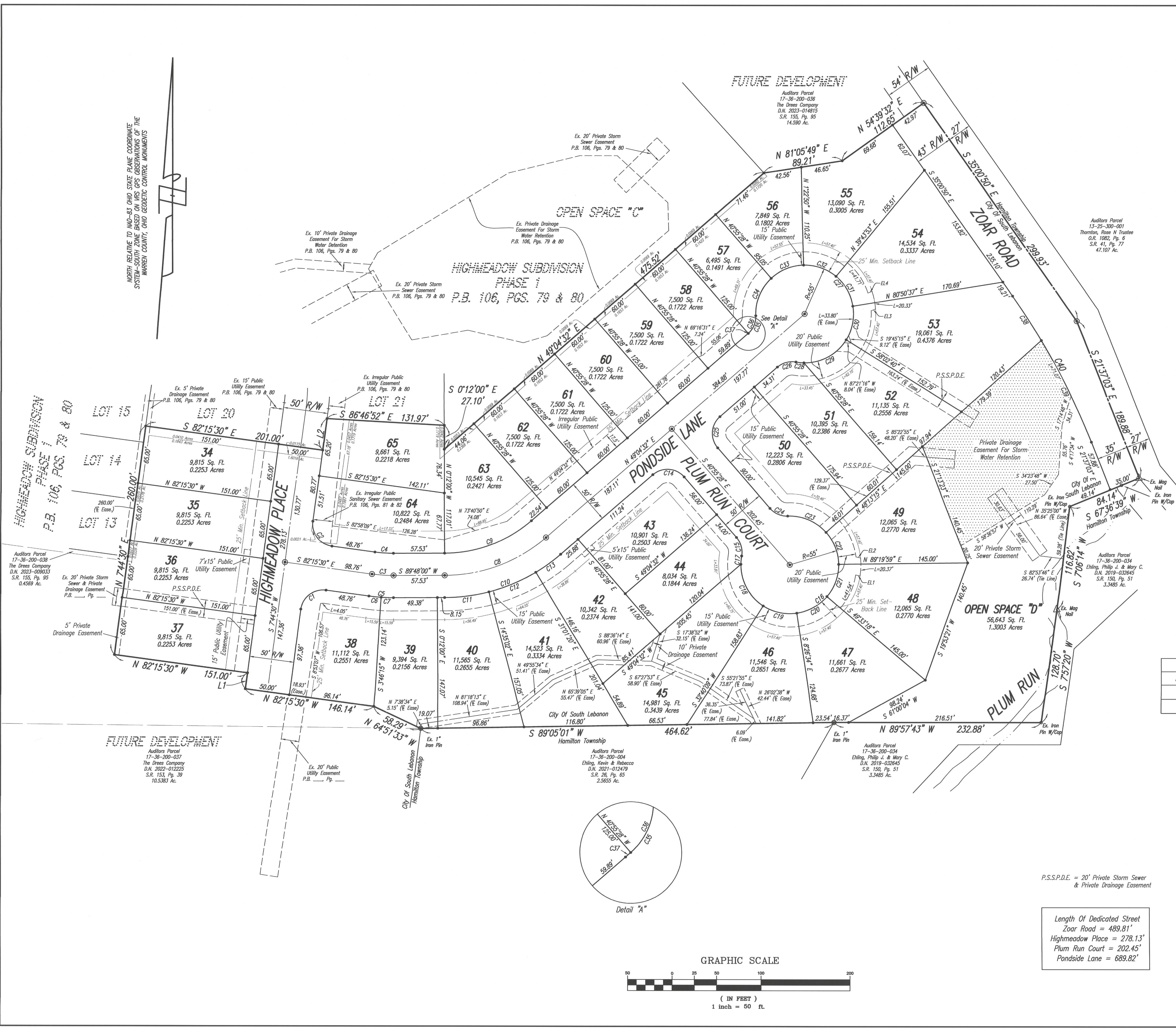
Sheet Title
Project Title

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
8111 Chalmers Lane, Suite 200
Cincinnati, Ohio 45247
513.386.5757
www.aberacrombie-associates.com

Job No.
20-0059-2

1

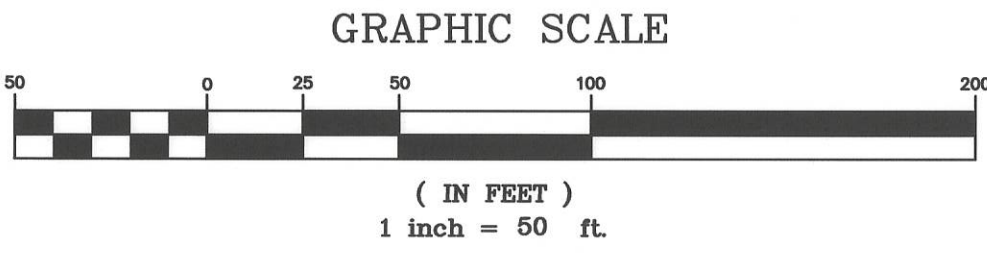
2



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	25.00'	39.27'	35.36'
C2	90°00'00"	25.00'	39.27'	35.36'
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C11	14°23'02"	200.00'	50.21'	50.08'
C12	16°26'18"	200.00'	57.38'	57.18'
C13	9°54'09"	200.00'	34.57'	34.52'
C14	90°00'00"	25.00'	39.27'	35.36'
C15	51°19'04"	25.00'	22.39'	21.65'
C16	282°38'08"	55.00'	271.31'	68.75'
C17	9°48'58"	55.00'	9.42'	9.41'
C18	57°54'29"	55.00'	55.59'	53.25'
C19	41°06'44"	55.00'	39.46'	38.62'
C20	41°06'44"	55.00'	39.46'	38.62'
C21	41°06'44"	55.00'	39.46'	38.62'
C22	41°06'44"	55.00'	39.46'	38.62'
C23	50°27'48"	55.00'	48.44'	46.89'
C24	51°19'04"	25.00'	22.39'	21.65'
C25	90°00'00"	25.00'	39.27'	35.36'
C26	51°19'04"	25.00'	22.39'	21.65'
C27	282°38'08"	55.00'	271.31'	68.75'
C28	9°22'15"	55.00'	9.00'	8.99'
C29	59°04'01"	55.00'	56.70'	54.22'
C30	41°06'44"	55.00'	39.46'	38.62'
C31	41°06'44"	55.00'	39.46'	38.62'
C32	41°06'44"	55.00'	39.46'	38.62'
C33	41°58'50"	55.00'	40.30'	39.40'
C34	48°56'32"	54.94'	46.93'	45.51'
C35	51°19'04"	25.00'	22.39'	21.65'
C36	51°03'42"	25.00'	22.28'	21.55'
C37	0°15'22"	25.00'	0.11'	0.11'
C38	4°15'29"	800.00'	59.45'	59.44'
C39	9°08'18"	800.00'	127.59'	127.46'
C40	13°23'47"	800.00'	187.05'	186.62'

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.13'	N 07°44'30" E
L2	35.94'	N 07°44'30" E

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
EL1	5.01'	N 78°14'08" W
EL2	5.28'	S 78°14'08" E
EL3	5.24'	S 68°16'31" E
EL4	5.00'	N 68°16'31" E



- MONUMENT LEGEND
- 5/8" IRON PIN W/CAP (10885) TO BE SET
 - SET MAG SPIKE
 - EX. IRON PIN W/CAP
 - EX. 1" IRON PIN
 - EX. MAG NAIL

Length Of Dedicated Street
Zoar Road = 489.81'
Highmeadow Place = 278.13'
Plum Run Court = 202.45'
Pondsides Lane = 689.82'

STATE OF OHIO
COUNTY OF WARREN
REGISTERED PROFESSIONAL SURVEYOR
DOUGLAS D. PIERMEIER
8865

6-23-23
G.R.
D.P.
1" = 50'

RECORD PLAT
HIGHMEADOW SUBDIVISION, SECTION 2
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
5111 Chantrelle Road, Suite 200
Warren, Ohio 44457
www.abercombie-associates.com

DATE
10-20-23
10-30-23

REVISIONS

PROJECT TITLE
HIGHMEADOW SUBDIVISION, SECTION 2
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

JOB NO.
20-0059-2

2

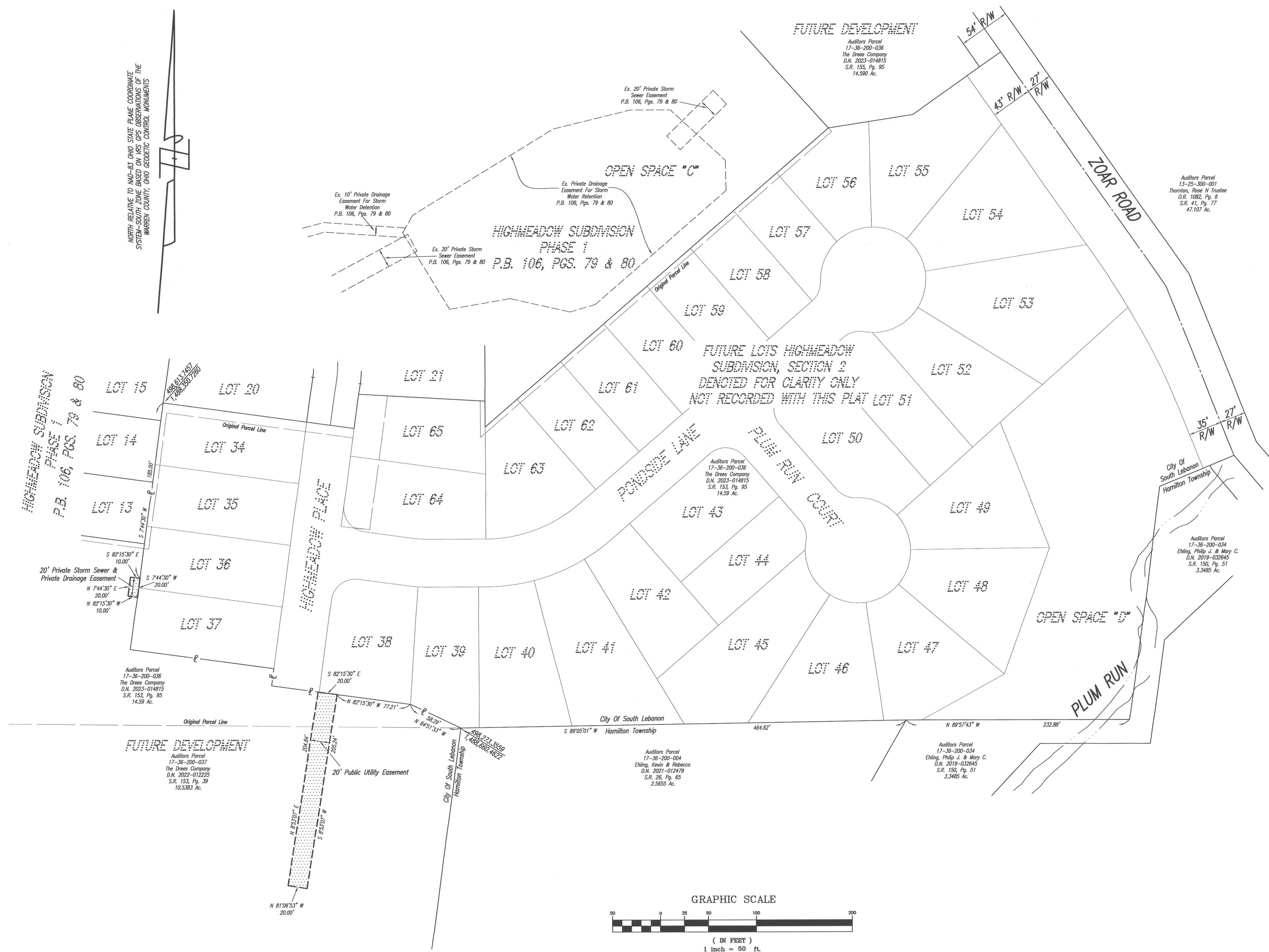
MILITARY SURVEY #1546
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
NOVEMBER 2023

OWNER/DEVELOPER:
THE DREES COMPANY
211 GRANDVIEW DRIVE
FORT MITCHELL, KENTUCKY 41017
(859) 578-6565

[illegible]

Sheet: Title	EASEMENT PLAT
Project: Title	HIGHMEADOW SUBDIVISION, SECTION 2 MILITARY SURVEY #1546 CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP WARREN COUNTY, OHIO

**Abercrombie
& Associates, Inc.**
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200
Cincinnati, Ohio 45247
513-365-5757
www.abercrombie-associates.com



REVIEWS	Date	9-12-23
	Down By	G.R.
	Checked By	D.P.
	Scale	N/A
	DWG: SVPT (R-ESPT-SEC2)	

Sheet Title	EASEMENT PLAT
Project Title	HIGHMEADOW SUBDIVISION, SECTION 2 MILITARY SURVEY #1546 HAMILTON TOWNSHIP, CITY OF SOUTH LEBANON WARREN COUNTY, OHIO

A Abercrombie & Associates, Inc. Civil Engineering + Surveying
 8111 Cheviot Road, Suite 200
 Cincinnati, Ohio 45247
 513-385-2759
www.abercrombie-associates.com



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: December 18, 2023

Subject: Flock Cameras Agreement

As discussed at the last meeting, attached is the new Flock agreement which extends the period to 5 years and adds another 5 cameras. The total cost over the 5-year period will be \$128,250. The 1st year is \$28,250 which includes the installation of the 5 additional cameras with the subsequent annual cost of \$25,000.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-52**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO A MASTER SERVICES AGREEMENT WITH THE FLOCK
GROUP INC. FOR THE INSTALLATION AND FIVE-YEAR SUBSCRIPTION OF
TEN (10) FLOCK CAMERAS, AND DECLARING AN EMERGENCY**

WHEREAS, per Resolution No. 2023-16, the City of South Lebanon Council entered into a two year agreement with Flock Group Inc. for the installation of five Flock cameras throughout the South Lebanon community; and

WHEREAS, the City Council desires to install additional Flock cameras and extend the Agreement for a five-year period;

WHEREAS, the Flock Group will charge an installation fee and annual subscription for the operation of these cameras; and,

WHEREAS, immediate action is required to avoid a price increase beginning on January 1, 2024, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the City of South Lebanon does hereby enter into an agreement with the Flock Group Inc. for the installation and subscription of ten (10) Flock cameras for a total price of \$128,250.00; as per Agreement; and

Section 2. That the City of South Lebanon will enter into a five-year agreement with the Flock Group Inc. for an annual subscription of \$25,000.00 per year; and

Section 3. That the Mayor and Director of Finance of the City of South Lebanon are hereby authorized to sign all documents associated with the Flock Group Inc. agreement; and

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

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

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

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina Williams, 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: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 14 day of December 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the

Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“***Retention Period**User ID***

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “***Support Services***”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “***Term***”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “***Renewal Term***”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“***Cure Period***”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 10 N. High Street, South Lebanon, OH 45065

ATTN: Jerry Haddix, City Administrator

EMAIL: jhaddix@southlebanonohio.org

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**Flock Safety + OH - City of South
Lebanon**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Chris Clayton
christopher.clayton@flocksafety.com
9198103011

flock safety



EXHIBIT A
ORDER FORM

Customer: OH - City of South Lebanon
Legal Entity Name: OH - City of South Lebanon
Accounts Payable Email: twilliams@southlebanonohio.org
Address: 10 North High Street South Lebanon, Ohio
45065

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$25,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	5	\$3,250.00

Subtotal Year 1: \$28,250.00
Annual Recurring Subtotal: \$25,000.00
Discounts: \$25,000.00
Estimated Tax: \$0.00
Contract Total: \$128,250.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$28,250.00
Annual Recurring after Year 1	\$25,000.00
Contract Total	\$128,250.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$25,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - City of South Lebanon

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: December 18, 2023

Subject: Lenig & HuDawn Zoning Upon Annexation Public Hearings

Attached are two (2) resolutions setting public hearings for the “Zoning Upon Annexation” for the recent Lenig & HuDawn annexations. The City zoning code requires the City to determine the permanent zoning for annexed properties based on the zoning prior to the annexation.

The South Lebanon Planning Commission recommended that both properties should be zoned B-2 which is most similar to the prior B-2 zone from the County. The public hearing must be publicized for at least 30 days and has to be held within 40 days after receiving the Planning Commission recommendation.

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



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

**RECOMMENDATION TO CITY COUNCIL
ZONING UPON ANNEXATION OF 1.003 ACRES OF PROPERTY AT 556 MASON-
MORROW-MILLGROVE ROAD
(PARCEL NO. 12-01-126-009)**

FROM: South Lebanon Planning Commission

On March 24, 2023, the annexation known as the “Lenig Annexation” was recorded in the Warren County Recorder’s Office. This annexation included one parcel in Union Township owned by Michael & Kimberly Lenig.

Under Warren County’s zoning, the property was zoned B-2 Community Commercial Business Zone. Per Section 15.7.13(2) of the City’s zoning code, “Any lots, tracts, or areas which are subject to zoning at the time of their annexation shall be classified as being in whichever district established by these Regulations most closely resembles the zoning district that existed in the annexation. Such classification shall be recommended to Council by the Planning Commission and shall be approved by Council, as specified in the amendment process of Article 7.”

On December 12, 2023, the City Planning Commission conducted a required public hearing per Section 15.7.13(3) of the Zoning Code. After receiving public comment and reviewing the proposed permanent zoning for the property, the Planning Commission voted to recommend approval of said permanent zoning based on the following factor(s):

1. The City’s B-2 General Business Zoning District most closely resembles the County’s B-2 Business zone; and

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



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

RECOMMENDATION TO CITY COUNCIL
ZONING UPON ANNEXATION OF 6.603 ACRES OF PROPERTY AT 1770 MASON-
MORROW-MILLGROVE ROAD
(PARCEL NOS. 12-07-100-003-1 & 12-07-100-003-2)

FROM: South Lebanon Planning Commission

On July 13, 2023, the annexation known as the “HuDawn Annexation” was recorded in the Warren County Recorder’s Office. This annexation included two (2) parcels in Union Township owned by 1770 MMM LLC.

Under Warren County’s zoning, the property was zoned B-2 Community Commercial Business Zone. Per Section 15.7.13(2) of the City’s zoning code, “Any lots, tracts, or areas which are subject to zoning at the time of their annexation shall be classified as being in whichever district established by these Regulations most closely resembles the zoning district that existed in the annexation. Such classification shall be recommended to Council by the Planning Commission and shall be approved by Council, as specified in the amendment process of Article 7.”

On December 12, 2023, the City Planning Commission conducted a required public hearing per Section 15.7.13(3) of the Zoning Code. After receiving public comment and reviewing the proposed permanent zoning for the property, the Planning Commission voted to recommend approval of said permanent zoning based on the following factor(s):

1. The City’s B-2 General Business Zoning District most closely resembles the County’s B-2 Business zone; and

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-53**

A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, FEBRUARY 1, 2024, at 6:00 P.M. AT THE SOUTH LEBANON MUNICIPAL BUILDING TO CONSIDER THE RECOMMENDATION OF THE PLANNING COMMISSION IN ACCORDANCE WITH ZONING REGULATIONS SECTION 15.7.7 RELATING TO THE [INITIAL] ZONING UPON ANNEXATION OF 556 MASON-MORROW-MILLGROVE ROAD CONTAINED IN THE LENIG ANNEXATION IN ACCORDANCE WITH SECTION 15.7.13, AND PUBLISHING NOTICE OF THE SAME, AND DECLARING AN EMERGENCY

WHEREAS, the annexation into the City of the property commonly known as 556 Mason-Morrow-Millgrove Road, South Lebanon, Ohio 45065 (Parcel# 12-01-126-009), containing 1.003 acres, was recorded in the Warren County Recorder's Office on March 24, 2023; and

WHEREAS, said property was zoned B-2-Community Commercial Business (Warren County Zoning) prior to annexation; and

WHEREAS, per Sec. 15.7.13(3) of the City Zoning Regulations, the City Planning Commission conducted a public hearing on December 12, 2023, to review the permanent zoning for this property; and

WHEREAS, the Planning Commission recommends the permanent zoning of this property to be B-2 General Business District, as attached; and

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

WHEREAS, immediate action is required to publish notice of a public hearing for a zoning resolution map amendment and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the proposed initial zoning upon annexation of 556 Mason-Morrow-Millgrove Road, South Lebanon, Ohio 45065 shall be set for a public hearing on February 1, 2024, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065.

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

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

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

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

Adopted this 21st day of December, 2023.

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

Resolution No. 2023-53

Page 3

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: _____

**CITY OF SOUTH LEBANON
PUBLIC HEARING LEGAL NOTICE**

Please be advised that a public hearing will be held by the South Lebanon City Council on Thursday, February 1, 2024, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio, 45065, to address the following issue:

Zoning Upon Annexation: 1) From B-2 Community Commercial Business Zone (unincorporated zoning, Warren County) to the B-2 General Business District for the property known as 556 Mason-Morrow-Millgrove Road (1.003 acres, Parcel ID 12-01-126-009).

The public record is available for inspection during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday, at the South Lebanon Municipal Building. Comments may also be submitted in writing to Jerry Haddix, City Administrator, 10 North High St., South Lebanon, OH 45065 or by email at jhaddix@southlebanonohio.org.

* * * * *

Please publish one time in the Journal News-Pulse of Lebanon & Mason on December 31, 2023
Please proof of publication

Jerry Haddix
City Administrator
City of South Lebanon
10 North High Street
South Lebanon, OH 45065

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-54**

A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, FEBRUARY 1, 2024, at 6:15 P.M. AT THE SOUTH LEBANON MUNICIPAL BUILDING TO CONSIDER THE RECOMMENDATION OF THE PLANNING COMMISSION IN ACCORDANCE WITH ZONING REGULATIONS SECTION 15.7.7 RELATING TO THE [INITIAL] ZONING UPON ANNEXATION OF 1770 MASON-MORROW-MILLGROVE ROAD CONTAINED IN THE HUDAWN ANNEXATION IN ACCORDANCE WITH SECTION 15.7.13, AND PUBLISHING NOTICE OF THE SAME, AND DECLARING AN EMERGENCY

WHEREAS, the annexation into the City of the property commonly known as 1770 Mason-Morrow-Millgrove Road, Lebanon, Ohio 45036 (Parcel#'s 12-07-100-003-1 and 12-07-100-003-2), containing 6.603 acres, was recorded in the Warren County Recorder's Office on July 13, 2023; and

WHEREAS, said property was zoned B-2-Community Commercial Business (Warren County Zoning) prior to annexation; and

WHEREAS, per Sec. 15.7.13(3) of the City Zoning Regulations, the City Planning Commission conducted a public hearing on December 12, 2023, to review the permanent zoning for this property; and

WHEREAS, the Planning Commission recommends the permanent zoning of this property to be B-2 General Business District, as attached; and

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

WHEREAS, immediate action is required to publish notice of a public hearing for a zoning resolution map amendment and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the proposed initial zoning upon annexation of 1770 Mason-Morrow-Millgrove Road, Lebanon, Ohio 45036 shall be set for a public hearing on February 1, 2024, at 6:15 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065.

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

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

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

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

Adopted this 21st day of December, 2023.

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

Resolution No. 2023-54

Page 3

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: _____

**CITY OF SOUTH LEBANON
PUBLIC HEARING LEGAL NOTICE**

Please be advised that a public hearing will be held by the South Lebanon City Council on Thursday, February 1, 2024, at 6:15 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio, 45065, to address the following issue:

Zoning Upon Annexation: 1) From B-2 Community Commercial Business Zone (unincorporated zoning, Warren County) to the B-2 General Business District for the property known as 1770 Mason-Morrow-Millgrove Road (6.603 acres, Parcel ID 12-07-100-003-1 & 12-07-100-003-2).

The public record is available for inspection during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday, at the South Lebanon Municipal Building. Comments may also be submitted in writing to Jerry Haddix, City Administrator, 10 North High St., South Lebanon, OH 45065 or by email at jhaddix@southlebanonohio.org.

* * * * *

Please publish one time in the Journal News Pulse of Lebanon & Mason on December 31, 2023
Please proof of publication

Jerry Haddix
City Administrator
City of South Lebanon
10 North High Street
South Lebanon, OH 45065

OLD BUSINESS



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

MEMORANDUM

To: Mayor & City Council

From: Tina Williams, Director of Finance

CC: Jerry Haddix, City Administrator
Andrew Meier, Law Director

Date: December 5, 2023

Subject: Amending the City's Compensation Pay Scale

A cost-of-living adjustment to the minimum and maximum pay rates of the City's Compensation Pay Scale is being requested. The current pay scale was approved by Council Ordinance 2022-32 on December 15, 2022.

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

In the past we have adjusted the pay scale based on the Social Security cost-of-living adjustment. The Social Security cost-of-living adjustment approved for 2024 is (3.2%). However, we are recommending that the City's pay scale be amended by (3.0%).

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

EXHIBIT "A"

PROPOSED PAY SCALE
FOR
CITY OF SOUTH LEBANON
2024

Pay Grade	Pay Scale				Point Factor
	Minimum		Maximum		
	Current	Revised	Current	Revised	
9	\$43.62	\$44.93	\$61.07	\$62.90	950 +
8	\$37.93	\$39.07	\$53.11	\$54.70	850-949
7	\$32.98	\$33.97	\$46.17	\$47.56	750-849
6	\$28.68	\$29.54	\$40.15	\$41.35	650-749
5	\$24.95	\$25.70	\$34.92	\$35.97	550-649
4	\$22.27	\$22.94	\$31.17	\$32.11	450-549
3	\$19.88	\$20.48	\$27.84	\$28.68	350-449
2	\$18.24	\$18.79	\$25.54	\$26.31	250-349
1	\$16.74	\$17.24	\$23.43	\$24.13	0-249

Minimum and Maximum amounts adjusted for a 3.0% cost-of-living adjustment.

CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2023-34

**AN ORDINANCE AMENDING ORDINANCE 2022-31 AND APPROVING
REVISIONS TO THE MINIMUM AND MAXIMUM PAY RATES OF THE CITY'S
COMPENSATION PAY SCALE AS PART OF THE CITY'S PERSONNEL POLICY
MANUAL**

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

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

WHEREAS, it is the recommendation of City staff that the minimum and maximum pay rates by pay grade be increased by three (3) percent to be more reflective of the current labor market conditions; and,

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

WHEREAS, said changes shall become effective January 22, 2024.

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

Section 1. That the Council does hereby amend Ordinance 2022-31 for the proposed changes to the compensation pay scale as presented in Exhibit "A" attached hereto and made a part hereof.

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

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

Approved this ____ day of _____, 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
SOUTH LEBANON, OHIO

By: _____

Date: _____

EXHIBIT "A"

**PAY SCALE
FOR
CITY OF SOUTH LEBANON
2024**

Pay Grade	Pay Scale		Point Factor
	Minimum	Maximum	
9	\$44.93	\$62.90	950 +
8	\$39.07	\$54.70	850-949
7	\$33.97	\$47.56	750-849
6	\$29.54	\$41.35	650-749
5	\$25.70	\$35.97	550-649
4	\$22.94	\$32.11	450-549
3	\$20.48	\$28.68	350-449
2	\$18.79	\$26.31	250-349
1	\$17.24	\$24.13	0-249

Position/Job Title	Pay Grade
Administrator	9
Assistant Administrator	7
Director of Finance	7
Lead Operator	5
Assistant Fiscal Officer	4
Tax Administrator	4
Foreman	4
Water Operator	4
Wastewater Operator	3
Senior Maintenance Worker	3
Court Clerk	3
Tax Clerk	3
Utilities Clerk	3
Maintenance Worker	2
Temporary Laborer	1
Part-time Laborer	1



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

MEMORANDUM

To: Mayor & City Council

From: Tina Williams, Director of Finance

CC: Jerry Haddix, City Administrator
Andrew Meier, Law Director

Date: December 5, 2023

Subject: 2024 Cost-of-Living Pay Increase

Attached is an ordinance to increase the pay of all full-time classified employees by 3% per the recommendation of the Mayor, Administrator, and Director of Finance.

The cost-of-living adjustment for retirees of the Ohio Public Employee Retirement System (OPERS) for 2024 is (2.3%) and for Social Security the cost-of-living adjustment approved for 2024 is (3.2%).

Attached is a spreadsheet that shows the current and proposed revised rates of compensation for each employee. We are requesting the new rates be effective with the pay period beginning January 22, 2024.

The 3% cost-of-living adjustment is not applicable to the salaries of the Administrator and Director of Finance. Per the City Charter, the Council must approve compensation for the Administrator and Director of Finance. Currently, no changes are being proposed.

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-35

**AN ORDINANCE SETTING RATES OF COMPENSATION FOR FULL-TIME
CLASSIFIED EMPLOYEES OF THE CITY OF SOUTH LEBANON**

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

WHEREAS, per Ordinance No. 2023-34, the City Council has adopted an amended pay rate scale as part of the compensation plan; and,

WHEREAS, the Mayor is recommending an increase of three (3) percent to the rate of compensation for full-time classified employees who are currently within the pay range for their respective job classification; and,

WHEREAS, said changes to compensate the City employees per the revised pay rate schedule shall become effective beginning with the pay period commencing on January 22, 2024.

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

Section 1. The rate of compensation of the full-time classified employees of the City of South Lebanon, beginning with the payroll period that begins January 22, 2024, shall increase by three (3) percent for employees who are currently within the pay range for their respective job classification.

Section 2. That Section 1 of Ordinance 2022-32, which previously set the rates of compensation for City employees, is hereby amended accordingly.

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

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

Ordinance 2023-35 Employee Compensation

Approved this ____ day of _____, 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
SOUTH LEBANON, OHIO

By: _____

Date: _____