

Linda S. Burke  
Mayor

Linda Allen  
Councilmember

Sharon Carmack  
Councilmember

Brenda Combs  
Councilmember



Lisa Fedor  
Councilmember

Maryan Harrison  
Councilmember

Rolin Spicer  
Vice-Mayor

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

**MARCH 7, 2024, at 6:00 P.M.**

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guest                      Major Arrasmith, Warren County Drug Task Force
5. Floor open to the public
6. New Business:      Ordinance 2024-07, First Reading, adopting permanent appropriations for current expenses and other expenditures for the period January 1, 2024 through December 31, 2024  
  
                                 Resolution 2024-07, First Reading, approving Council's intent to sell unneeded, obsolete, or unfit property by internet auction and entering into a contract with GovDeals  
  
                                 Resolution 2024-08, First Reading, authorizing an agreement with Sweeping Corp. of America to provide street sweeping services in 2024  
  
                                 Emergency Resolution 2024-09, authorizing amendment #2 to the agreement with Choice One Engineering for the Mason-Morrow-Millgrove Phase 2 road project  
  
                                 Approval of Invoices  
  
                                 Approval of Meeting Minutes:  
                                 Regular Meeting – February 15, 2024
7. Old Business:      Ordinance 2024-05, Second Reading, approving zoning upon completion of annexation at 556 Mason-Morrow-Millgrove Road contained in the Lenig Annexation in accordance with the City zoning regulations  
  
                                 Ordinance 2024-06, Second Reading, approving zoning upon completion of annexation at 1770 Mason-Morrow-Millgrove Road contained in the Hudawn Annexation in accordance with the City zoning regulations

8. Communications and reports from City Officials and Committees

- |                        |                    |
|------------------------|--------------------|
| a. Mayor               | d. Law Director    |
| b. Director of Finance | e. Sergeant        |
| c. Administrator       | f. Council Members |

9. Council Workshop:

Presentation of the 2024 Operating and Capital Budget by the Director of Finance

10. Executive Session

11. Adjournment



City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & City Council

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

**From:** Tina Williams, Director of Finance

**Date:** March 5, 2024

**Subject:** Ordinance 2024-07 “Permanent” 2024 Appropriations

---

Attached is Ordinance 2024-07 approving “Permanent” Appropriations for fiscal year 2024. It will replace the “Temporary” appropriations previously adopted by Ordinance 2023-36 on December 11, 2023.

A draft of the 2024 Budget was presented to the Finance Committee on February 16, 2024. The committee focused on projected revenues and expenses for the next five years, personnel costs and funding for the city’s capital items. The 2024 Budget includes over \$5 million in capital projects. Total appropriations for 2024 are \$14,849,386. A complete summary of the 2024 budget activity is included in the 2024 Operating and Capital Budget binder.

There will be a presentation of the 2024 Operating and Capital Budget to the Council during a workshop meeting held at the end of the regular meeting.

The budget is scheduled to be adopted at the March 21, 2024, meeting. Permanent appropriations are required to be adopted by April 1<sup>st</sup>.

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE 2024-07**

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

**WHEREAS**, City Council adopted Ordinance 2023-36 on December 21, 2023, making “Temporary” appropriations for current expenses and other expenditures for the period of January 1, 2024 through March 31, 2024, or until permanent appropriations are adopted; and,

**WHEREAS**, the Director of Finance has recommended permanent appropriations that City Council now desires to adopt.

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 December 31, 2024, the following sums are hereby set aside and appropriated as follows:

**GENERAL FUND - 1000**

**110 Police Enforcement**

Personal Services	6,000.00
Operating Expenses	805,232.91
Capital Outlay	208,250.00
	<hr/>
	1,019,482.91

**130 Street Lighting**

Operating Expenses	55,000.00
--------------------	-----------

**210 Health Services**

Operating Expenses	5,000.00
--------------------	----------

**220 Human Services**

Operating Expenses	8,000.00
--------------------	----------

**320 Parks and Recreation**

Operating Expenses	70,000.00
--------------------	-----------

**531 Administration-Public Utilities**

Personal Services	235,700.00
-------------------	------------

**710 Council & Administration**

Personal Services	500,100.00
Operating Expenses	38,850.00
	<hr/>
	538,950.00

Ordinance 2024-07 Permanent Appropriations

720	<b>Mayor's Court</b>		
		<b>Personal Services</b>	<b>65,000.00</b>
		<b>Operating Expenses</b>	<b>8,800.00</b>
			<hr/>
			<b>73,800.00</b>
725	<b>Finance</b>		
		<b>Personal Services</b>	<b>125,000.00</b>
		<b>Operating Expenses</b>	<b>36,070.00</b>
			<hr/>
			<b>161,070.00</b>
730	<b>Land and Buildings</b>		
		<b>Operating Expenses</b>	<b>93,000.00</b>
740	<b>Property Tax Collection Fees</b>		
		<b>Operating Expenses</b>	<b>14,000.00</b>
750	<b>Solicitor</b>		
		<b>Personal Services</b>	<b>27,000.00</b>
755	<b>Income Tax</b>		
		<b>Personal Services</b>	<b>100,000.00</b>
		<b>Operating Expenses</b>	<b>77,450.00</b>
			<hr/>
			<b>177,450.00</b>
790	<b>Other General Government</b>		
		<b>Operating Expenses</b>	<b>328,200.00</b>
800	<b>Capital Improvements</b>		
		<b>Capital Outlay</b>	<b>1,412,055.00</b>
910	<b>Transfer – Out to Debt Service Fund 3902</b>		<b>632,812.50</b>
	<b>Municipal Building Notes</b>		
		<b>GENERAL FUND TOTAL</b>	<hr/>
			<b>4,851,520.41</b>
			<hr/>

**STREET FUND - 2011**

690	<b>Streets &amp; Transportation</b>		
		<b>Personal Services</b>	<b>60,900.00</b>
		<b>Operating Expenses</b>	<b>130,200.00</b>
			<hr/>
			<b>191,100.00</b>
800	<b>Capital Improvements</b>		
		<b>Capital Outlay</b>	<b>544,850.00</b>
850	<b>Debt Service</b>		<b>17,212.10</b>
		<b>STREET FUND TOTAL</b>	<hr/>
			<b>753,162.10</b>
			<hr/>

Ordinance 2024-07 Permanent Appropriations

**WATER FUND - 5101**

531	Water		
		Personal Services	380,300.00
		Operating Expenses	834,200.00
			<hr/> 1,214,500.00
800	Capital Improvements		
		Capital Outlay	595,947.00
850	Debt Service		7,040.72
			<hr/>
		WATER FUND TOTAL	<hr/> <u>1,817,487.72</u>

**SEWER FUND - 5201**

541	Sanitary Sewers & Sewage		
		Personal Services	382,000.00
		Operating Expenses	901,000.00
			<hr/> 1,283,000.00
800	Capital Improvements		
		Capital Outlay	1,150,000.00
850	Debt Service		0.00
			<hr/>
		SEWER FUND TOTAL	<hr/> <u>2,433,000.00</u>

**SANITATION FUND - 5601**

561	Refuse Collection & Disposal		
		Personal Services	17,000.00
		Operating Expenses	520,000.00
			<hr/>
		SANITATION FUND TOTAL	<hr/> <u>537,000.00</u>

**PARK FUND - 2041**

320	Parks and Recreation		
		Operating Expenses	10,000.00
800	Capital Improvements		
		Capital Outlay	25,000.00
			<hr/>
		PARK FUND TOTAL	<hr/> <u>35,000.00</u>

Ordinance 2024-07 Permanent Appropriations

**PERMISSIVE TAX FUND - 2101**

610	Street Construction	
	Operating Expenses	40,000.00

800	Capital Improvements	
	Capital Outlay	125,000.00

<b>PERMISSIVE TAX FUND TOTAL</b>	<b>165,000.00</b>
----------------------------------	-------------------

**AMERICAN RESCUE ACT FUND - 2152**

800	Capital Outlay	8,564.75
-----	----------------	----------

**MAYOR'S COURT SPECIAL PROJECTS FUND - 2906**

720	Mayor's Court	
	Operating Expenses	2,000.00

**RIVER'S CROSSING TIF FUND - 2907**

740	Development Incentives	
	Operating Expenses	594,145.00

850	Debt Service	705,880.00
-----	--------------	------------

<b>RIVER'S CROSSING TIF FUND TOTAL</b>	<b>1,300,025.00</b>
--	---------------------

**RIVERSIDE TIF FUND - 2909**

740	Development Incentives	
	Operating Expenses	348,339.50

850	Debt Service	601,710.50
-----	--------------	------------

<b>RIVERSIDE TIF FUND TOTAL</b>	<b>950,050.00</b>
---------------------------------	-------------------

**MUNICIPAL BUILDING NOTES - 3902**

850	Debt Service	632,812.50
-----	--------------	------------

**MASON MORROW MILLGROVE IMPROVEMENTS- 4904**

800	Capital Outlay	222,314.00
-----	----------------	------------

**FOREST AVENUE IMPROVEMENTS- 4906**

800	Capital Outlay	445,342.00
-----	----------------	------------

**MORROW ROAD RECONSTRUCTION - 4907**

800 Capital Outlay	519,244.00
--------------------	------------

**UTILITY MAINTENANCE AND IMP FUND - 5761**

800 Capital Outlay	125,000.00
--------------------	------------

**DEPOSIT TRUST FUND - 5781**

599 Utility Services	
Operating Expenses	50,000.00

**UNCLAIMED MONIES FUND - 9101**

General Government	
Operating Expenses	1,863.89

<b>TOTAL APPROPRIATED FUNDS 2024</b>	<b>14,849,386.37</b>
--------------------------------------	----------------------

**Section 2.** That the legal level of budgetary control shall be established at each fund's department or program level and, within each, the amount appropriated for personal services, operating expenses, capital outlay and debt service.

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

**Section 4.** That 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 Ohio Revised Code, the Administrative Code, or other Ordinances of the City of South Lebanon.

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

**Section 6.** 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 \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

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



Ordinance 2024-07 Permanent Appropriations

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_\_ Yeas  
          \_\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
South Lebanon, Ohio

By: \_\_\_\_\_  
Date: \_\_\_\_\_



**City of South Lebanon**  
**10 N. High Street, South Lebanon, Ohio 45065**  
**513-494-2296      fax: 513-494-1656**  
**[www.southlebanonohio.org](http://www.southlebanonohio.org)**

## **MEMORANDUM**

**To:** Mayor & City Council

**CC:** Tina Williams, Director of Finance

**From:** Jeff Boylan, Assistant City Administrator

**Date:** February 23, 2024

**Subject:** GovDeals

---

Attached is a resolution required by our city charter to allow us to dispose of property by internet auction and enter into an agreement with GovDeals.com. We have used GovDeals.com in the past with good results. This resolution has been updated for the current year of 2024.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-07**

**A RESOLUTION EXPRESSING THE COUNCIL’S INTENT TO SELL UNNEEDED,  
OBSOLETE OR UNFIT PERSONAL PROPERTY BY INTERNET AUCTION AND  
REQUIRING PUBLICATION OF THE SAME; AND AUTHORIZING THE MAYOR  
AND DIRECTOR OF FINANCE TO EXECUTE ON BEHALF OF THE CITY A  
CONTRACT WITH GOVDEALS, INC. FOR THE CALENDAR YEAR 2024**

**WHEREAS**, Section 6.10(A) of the City Charter states that “When determined by Council that personal property of the Municipality is no longer needed for municipal purposes, such personal property may be sold and disposed of in a manner determined by Council to be in the best interest and financial advantage of the Municipality.”; and,

**WHEREAS**, the Council desires to enter into a contract for calendar year 2024 with GovDeals, Inc. for conducting the internet auction for the disposition of unneeded, obsolete or unfit personal property that includes the general terms and conditions of sale; and,

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

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

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

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

**Section 2.** Upon the effective date of this Resolution, that the Mayor and Director of Finance shall execute the said Contract and the City Administrator shall process the Contract to GovDeals, Inc. without further delay.

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

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

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote - \_\_\_\_ Yeas  
\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_

Date: \_\_\_\_\_

# Liquidity Services Operations LLC dba GovDeals

## Online Auction Memo of Understanding

---

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 6931 Arlington Road – Suite 460 – Bethesda, Maryland 20814 and the City of South Lebanon (“Client”), having its principal place of business at 10 N High St - South Lebanon, Ohio, 45065.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
  - 2.1** Access to a GovDeals online “Seller Asset Management” (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
    - Accept descriptive information concerning an asset including unlimited photos
    - Allow different auction phases based upon dates and times
    - Allow Client to set minimum starting prices, bid increments and reserves
  - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
    - Familiarization with the nature and operation of SAM
    - Guidance in the posting of assets and provide ongoing support
    - Procedures for taking and posting pictures of assets
    - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
  - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
  - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
    - Work with Client to identify items that may benefit from marketing attention.
    - Provide documented proof of all marketing efforts made on behalf of Client.
    - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.
- 4.0 Payment:**
  - 4.1** GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**
  - 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

- 5.0 Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 Terms and Conditions:** Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

**This online auction memo of understanding is agreed to by:**

**GovDeals**

Signature: \_\_\_\_\_

Print Name: Scott Starcher

Title: Vice President of Operations

Date: \_\_\_\_\_

**Client: City of South Lebanon**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Memo of Understanding Contact:**

Attention: Sales Support  
6931 Arlington Road – Suite 460  
Bethesda, Maryland 20814  
Telephone Number: 866.377.1494  
Fax Number: 334.226.4415  
Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

## **EXHIBIT A - Online Auction Memo of Understanding**

---

### **Financial Settlement Services (FSS)**

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

**Financial Settlement Services (FSS) Remittance Information**

**Please complete information below:**

**This section must be completed when submitting the signed MOU back to GovDeals**, as this is where GovDeals Payments to the Client will be made.

Accounting Contact: \_\_\_\_\_  
(Person to receive invoices)                      Name and Title

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	



**City of South Lebanon**  
South Lebanon, Ohio

**Online Sales - Terms and Conditions**

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale “AS IS, WHERE IS.” **City of South Lebanon (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** **Seller** warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

**Personal and Property Risk.** Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and **GovDeals** from liability therefore.

**Consideration of Bid.** **Seller** reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

**Buyer's Certificate.** If applicable, successful bidders will receive a Buyer's Certificate by email from **GovDeals** as their notice of award.

**Buyer's Premium & Additional Fees.** If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

**Approval.** Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



**City of South Lebanon**  
**10 N. High Street, South Lebanon, Ohio 45065**  
**513-494-2296      fax: 513-494-1656**  
**[www.southlebanonohio.org](http://www.southlebanonohio.org)**

## **MEMORANDUM**

**To:** Mayor & City Council

**CC:** Tina Williams, Director of Finance

**From:** Jeff Boylan, Assistant Administrator

**Date:** 2-28-2024

**Subject:** Street Sweeping Contract

---

This memorandum accompanies a resolution authorizing the Mayor and Director of Finance to sign a contract with Sweeping Corp of America (SCA) to perform street sweeping in the City in 2024.

Each year the city solicits proposals for its street sweeping program. The program typically consists of an initial spring cleanup in May followed by six monthly street sweepings between June and November. The sweeping is limited to streets with curbs or curb and gutter only. The City's Public Works employees provide assistance at the City's cost to load and haul away the debris collected by the street sweeper and installing temporary "No Parking" signs.

City staff solicited street sweeping proposals for the 2024 season from Sweeping Corp of America, (SCA), DSS Sweeping Service, and Oberson's

Staff recommend accepting SCA's bid.

The bid sheet is attached.

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-08**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO  
ENTER INTO AN AGREEMENT WITH SWEEPING CORP OF AMERICA TO  
PROVIDE STREET SWEEPING SERVICES IN 2024**

**WHEREAS**, the City has solicited proposals for street sweeping services throughout the City in 2024; and,

**WHEREAS**, Sweeping Corp of America (SCA) was recommended by staff as the lowest contractor who submitted a bid for this year's street sweeping; and,

**WHEREAS**, funds are available in the City's 2024 budget for street sweeping services; and,

**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 authorizes the Mayor and Director of Finance to enter into a contract with Sweeping Corp of America to provide an initial street sweeping and six (6) additional monthly street sweepings in 2024.

**Section 2.** That the street sweeping shall be limited to streets with curb and curb and gutter only.

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

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

Resolution 2024-08 – Street Sweeping Services

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

Attest: \_\_\_\_\_  
Pertrina D. Williams, Director of Finance/Clerk

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote - \_\_\_\_ Yeas

\_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_

Date: \_\_\_\_\_

# City of South Lebanon

10 N High Street  
South Lebanon, Ohio 45065  
513-494-2296

## Bid Tabulations for the City Street Sweeping for 2024

Bidders	One Spring Sweep	Six Street Sweepings	Total
DSS Sweeping Service	\$1,950.00	\$11,700.00	\$13,650.00
Oberson's	\$1,700.00	\$10,200.00	\$11,900.00
SCA	\$1,496.82	\$8,339.22	\$9,836.04

## **AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and SCA of OH, LLC, organized under the laws of the State of Ohio as a Corporation, whose address is 4141 Rockside Rd., Ste.100, Seven Hills, OH 44131 (the "Company").

The City desires to engage the Company to render services as described herein.

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

### **SECTION 1 - BASIC SERVICES OF COMPANY**

- 1.1 The Company shall perform Basic Services ("the Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **SECTION 2 - ADDITIONAL SERVICES OF COMPANY**

- 2.1 If authorized in writing by the City and the Company, the Company shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services.

### **SECTION 3 – THE CITY’S RESPONSIBILITIES**

The City shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist the Company by providing all available information pertinent to the Services in the possession of the City including any previous reports and any other data relative to the Services.
- 3.3. Furnish Company, as required for performance of the Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for the Company to enter upon public and private property as required for Company to perform the scope of services.
- 3.5. Provide such accounting, insurance counseling and such legal services as may be required for the Services, such legal services as the City and the Company may require or the Company may reasonably request with regard to legal issues pertaining to the Services.

- 3.6. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Company's services.
- 3.7. Give prompt written notice to the Company whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Services, or any defect in the work of any third party.
- 3.8. Furnish, or direct the Company to provide, upon approval of the City, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required.
- 3.9. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for the Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services.
- 4.2. Upon receipt of a fully executed Agreement from the City, Company shall proceed with the performance of the Services called for in Exhibit 1.
- 4.3. The Services shall commence in May and be completed in November. Precise dates for performance of the Services shall be determined by the City.
- 4.4. If the City has requested significant modifications or changes in the extent of the Services, the time of performance of the Services and the rates of compensation shall be adjusted appropriately, upon approval of the City and the Company of a written Schedule and price.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services and Expenses of Company**

- 5.1.1. For Services. The City shall pay the Company for Services rendered under Section 1 as follows:

The Company agrees to provide the Services set forth in Exhibit 1 attached hereto to the City as follows:

Initial Spring Clean Up	\$ 1,496.82
Six (6) Monthly Sweeps @ /each	\$ 1,389.87
TOTAL COST OF SERVICES	\$ 9,836.01

- 5.1.2 For Additional Services. The City shall pay the Company for Additional Services rendered based on the hourly rates for Services as follows:



Additional sweeping due to excessive leaves

\$180.00 per hour

**5.2 Times of Payments.**

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

**5.3 Other Provisions Concerning Payments.**

5.3.1. If the City fails to make any payment due the Company for the Services within forty-five (45) days after receipt of Company's itemized statement therefore, the amounts due the Company shall include a charge at the rate of 1% per month from said 45th day, and in addition, the Company may, after giving seven (7) days written notice to the City, suspend the Services under this Agreement until the Company has been paid in full all amounts due for the Services.

5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Services, progress payments due the Company for the Services satisfactorily rendered through such phase shall constitute total payment for such Services.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1 Termination.**

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

**6.2 Controlling Law and Venue**

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

**6.3 Successors and Assigns.**

6.3.1 The City and the Company each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.3.2 Neither the City nor the Company shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Company from employing such independent consultants, associates and subcontractors, as the Company may deem appropriate to assist the Company in the performance of the Services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and the Company.

#### **6.4 Modification or Amendment**

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

#### **6.5 Construction**

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

#### **6.6 Waiver**

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

#### **6.7 Relationship of Parties**

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

#### **6.8 Parties**

Whenever the terms "the City" and "the Company" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the City and the Company.

#### **6.9 Headings**

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

#### **6.10 Notices**

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

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

Company:

## 6.11 Insurance

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

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

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

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

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

(e) The Company shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for the Company;

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

(g) The Company shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and

shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

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

7.1.1 None.

**7.2. The following Exhibit is attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.3 herein.

## **SECTION 9 – FORCE MAJEURE EVENT**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, action or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under the Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement.

## **SECTION 10 – ENTIRE AGREEMENT**

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

## **SECTION 11 – INDEMNIFICATION**

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

## SECTION 11 – EXECUTION

**COMPANY:**

**IN EXECUTION WHEREOF,** SCA of OH, LLC,  
the Company herein, has caused this Agreement to be executed on the date stated below by Chris Chiodo, whose title is Regional Vice President, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: Chris Christ

PRINTED NAME: Chris Chiodo

TITLE: Regional Vice President

DATE: 2-26-24

CITY:

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

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Tina Williams

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREW MEIER  
CITY SOLICITOR  
CITY OF SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 630-468-5600 <b>FAX (A/C, No):</b>	
<b>INSURED</b> SCA of OH, LLC 4141 Rockside Rd Suite 100 Seven Hills OH 44131-2537	<b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company	19682
	<b>INSURER B:</b> Axis Surplus Insurance Company	26620
	<b>INSURER C:</b> Safety National Casualty Corporation	15105
	<b>INSURER D:</b> Navigators Specialty Insurance Company	36056
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 462097330**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL6676535	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA6676536	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000882635	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4068227	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C D	Leased & Rented Equipment Stop Gap Liability - OH Pollution Liability			83MS AG3307 GL6676535 CH23ECP201ECGIC	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	Limit: \$100,000 Limit: \$1,000,000 Each Incident Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*Ohio Workers Compensation coverage is provided through the Ohio State Fund\*\*\*

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**City of South Lebanon  
10 N. High Street  
South Lebanon OH 45065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**SCA of OH, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**4141 Rockside Road, Ste 100**

6 City, state, and ZIP code

**Seven Hills, OH 44131**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

8 2 - 1 0 4 4 3 9 6

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Katy Beyerle*

Date ►

*01/03/2024*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

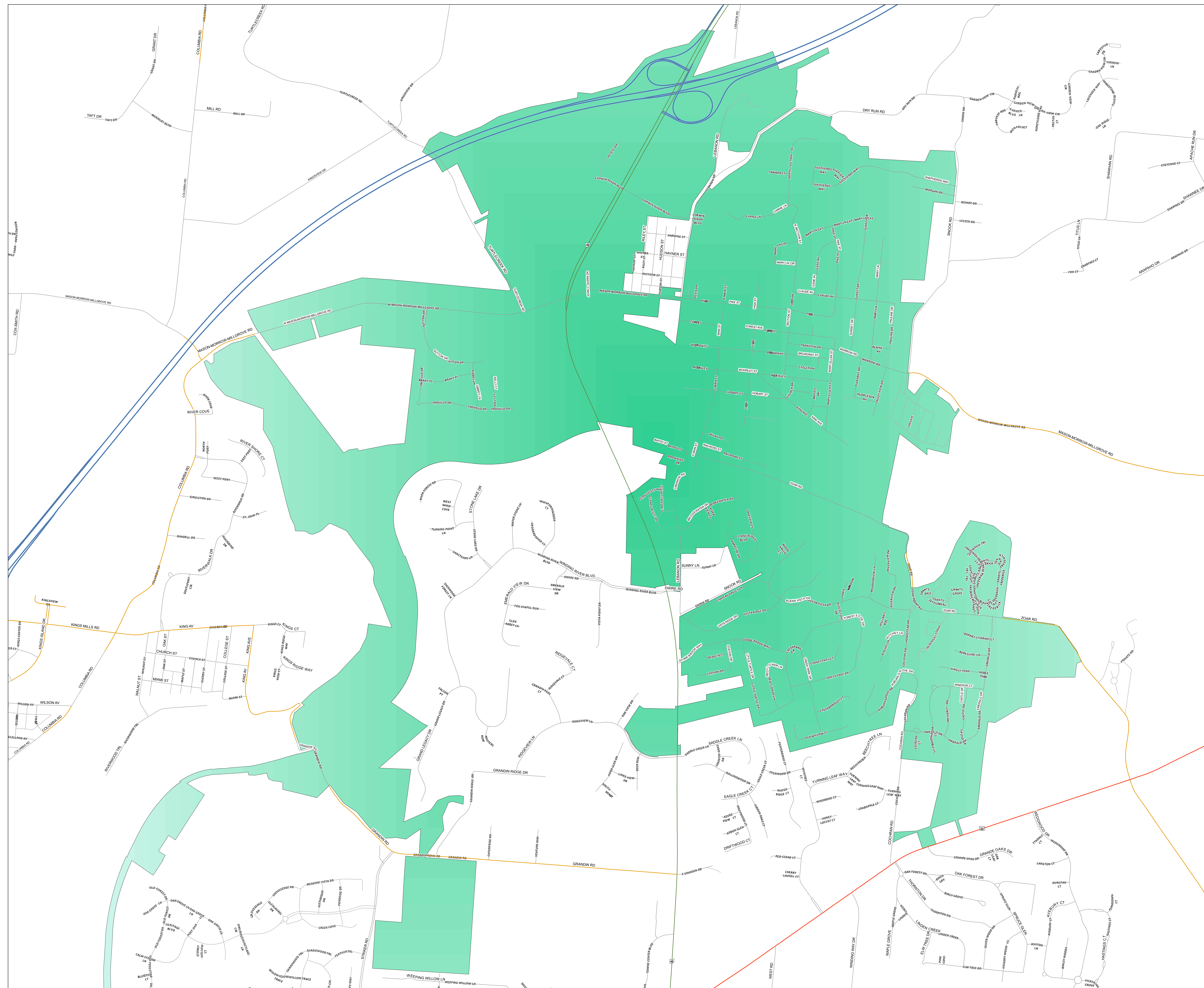
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# SOUTH LEBANON



## Roads

## ROUTECLASS

- County
- Interstate
- Municipal
- State
- Township
- US
- South Lebanon

# Warren County, Ohio

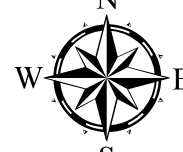
## Customized Property Map

---

The provider makes no warranty or representation with respect to its information, its quality or suitability for a particular purpose. This information is provided "AS IS" and the requester assumes the entire risk as to its quality and suitability.

The provider will not be liable for direct, indirect, incidental or consequential damages resulting from any defect in the information.

The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.



Warren County Administration Building  
 1000 North High Street  
 Lebanon, OH 45036

Date: 1/13/2022  
1 inch = 500 feet



# City of South Lebanon

## Street List

### North of the River

Broadway St	Mary Ellen to Main Street	1978
Corwin Nixon Blvd	Eastbound both sides of SR 48	1590
Corwin Nixon Blvd	Westbound both sides of SR 48	1590
Forest Ave		2507
High St	Pike Street to McKinley Street	1157
Huddleson Ave		392
Ilene Ave		905
King Ave	McKinley to Mary Ellen St	1519
Lebanon Rd	Pike St to Corwin Nixon Blvd	1409
Main St	Pike St to Railroad St	2554
Mary Ellen St		1631
Mary Lane		2141
McKinley St	Mary Ellen to Main St	1971
Morrow Rd		1315
Pauline Dr		1101
Pike St	Lebanon Rd to Mary Lane Ext	4234
Pleasant Dr		676
Section St	McKinley to Carrie Ln	3147
Shephards Way		3525
Sunset Dr		2354
Valley View Dr		858
Mary Lane Ext		1430
Mary Lane Cir		1070
Claude St	Section to Mary Lane	1417
Mason Morrow	John C Quinn to Turtlecreek Rd	1212
Sutton Dr	Mason Morrow to Kibbey Ln	1550
Kibbey Ln		758
Trovillo Dr		2215
Kelly Ct		636
<b>Total</b>		<b>48842</b>

### South of the River

Lebanon Rd	Railroad to Bridgewater	1657
Bridgewater Dr		1275
Riverview Ct		337
Vista Ridge		2890
Chateau Valley		1577
Buena Vista		3778
Riverview Ct		350
Wood Haven Ct		100
Fawn Meadow Ln		361

Meadowview Ln		802
Homestead Dr		693
Ritchie Ln		770
Riverstone Dr		301
Riverview Dr		430
Forest Edge Dr		3303
Stoney Path Ct		812
Stone Brook Way		2531
Commons Ct		169
Station Dr		778
Bedles Ct		488
Little Turtle Dr		3113
Red Flower Ln		1000
Creekborough Ct		665
Creek Park Dr		1510
Old Willow Ct		1224
Emerald Dr		3371
Sterling Ct		341
Windsor Ct		1575
Wetherly Dr		842
Castle Dr		911
Noble Ct		380
Dorney Ct.		495
Berkshire Ct		608
Kingly Terrace		814
Fredericks Ct		386
Frederick Trail		246
Grants Fredericks		2290
Auburn Grove		2272
<b>Total</b>		<b>45445</b>
<b>Total Center Line Ft.</b>		<b>94287</b>
<b>Curb Ft.</b>		<b>188574</b>
<b>Total Curb Miles</b>		<b>35.715</b>



**City of South Lebanon**  
**10 N. High Street, South Lebanon, Ohio 45065**  
**513-494-2296      fax: 513-494-1656**  
**[www.southlebanonohio.org](http://www.southlebanonohio.org)**

## **MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** March 5, 2024

**Subject:** Choice One Engineering-M-M-M Road Phase 2 Engineering Amendment #2

---

Back in 2018, we entered into an agreement with Choice One Engineering for the design of the Mason-Morrow-Millgrove Road Phase 2 OPWC Project. This project has been pushed back for multiple reasons, including the King Avenue Bridge project, as well as the River Creek Lofts project. In that time since the original project planning, the costs have increased dramatically, and the scope of the project has changed justifying an increase in the total cost of the design and time spent on the project. Choice One has submitted a request for an increase to the contract of \$9,500. To expedite this project to ensure it is completed this year, this amendment needs to be approved as an emergency.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-08**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF  
FINANCE TO EXECUTE AMENDMENT #2 TO AGREEMENT WITH CHOICE ONE  
ENGINEERING FOR THE MASON-MORROW-MILLGROVE ROAD PROJECT  
PHASE TWO, AND DECLARING AN EMERGENCY**

**WHEREAS**, on June 21<sup>st</sup>, 2018, the then-Village Council passed Resolution No. 2018-32 and entered into an agreement with Choice One Engineering (“Engineer”) for the design of the Mason-Morrow-Millgrove Road Project Phase Two in the amount of \$26,400.00; and,

**WHEREAS**, on March 3<sup>rd</sup>, 2022, the City Council passed Resolution No. 2022-07, approving Amendment #1 to said agreement to increase the not to exceed amount to \$39,000.00

**WHEREAS**, due to delays in the project and changes in the scope of the project, additional design and engineering services are required to complete the design of the Project; and,

**WHEREAS**, the Choice One Engineering has submitted a proposal for additional surveying, design and bidding which will result in a not to exceed cost of \$48,500.00 which is a net increase of \$9,500.00 from the contract price per Amendment #1; and,

**WHEREAS**, immediate action is required to approve said amendment to ensure the design for the Project is expedited to allow for construction this year and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** Approve Amendment #2 with Choice One Engineering, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute an Amendment on behalf of the City.

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

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

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

**Resolution 2024-08**  
**Page 2**

Adopted this 7<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

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

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote - \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Date**

January 12, 2024

**Attention**

Jerry Haddix  
jhaddix@southlebanonohio.org

**Address**

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

**Subject**

Amendment #2 to Agreement for Professional Services  
Mason-Morrow-Millgrove Widening – Phase 2  
WAR-SLE-1805

## Dear Mr. Haddix:

The Agreement referred to herein was executed on 6/21/18 and amended the first time on 3/3/22 between the City of South Lebanon, hereinafter referred to as Client and Choice One Engineering Corporation, hereinafter referred to as Choice One.

This Agreement is hereby modified by mutual consent and agreement as followed. Please execute the Agreement Amendment and return it to Choice One.

If you have any questions, please feel free to give us a call.

**City of South Lebanon**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Choice One Engineering Corporation**

  
\_\_\_\_\_  
Nicholas J. Selhorst, P.E., Project Manager

1/12/24  
\_\_\_\_\_  
Date

Approved as to form:  
ANDREW P. MEIER  
LAW DIRECTOR  
CITY OF SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

**www.CHOICEONEENGINEERING.com**



# Scope of Services

## Project Snapshot

The Scope of Services will be expanded to include the following:

## Project Details

- Project scope will change again compared to the 3/3/22 amendment and will be closer to the original contract dated 6/21/18.
- Project limits will now change to begin on the east end where Phase 1 of the MMM Road Reconstruction ended, and the project limits will end at the beginning of the turn lane tapers needed for the River Creek Lofts project. Project length now approximately 1800'.
- Roadway will be milled/filled and widened to create two 11' lanes and two 4' shoulders.
- Maintenance of traffic will be changed to show part-width construction and flagging procedures. No road closure will be done.
- No water main or sanitary sewer work is included in this scope.
- No construction administration or observation are included in this agreement amendment. If the City desires those services, Choice One will send another agreement amendment.

# Compensation & Schedule

## Compensation

Task	Additional Fee	Additional Fees From Previous Amendments	Original Fee	Total
Topographic Survey		\$1,400.00	\$3,900.00	\$5,300.00
Construction Plans	\$9,500.00	\$8,000.00	\$22,500.00	\$40,000.00
Construction Bidding Procedures		\$3,200.00	\$0.00	\$3,200.00
<b>Total</b>	<b><u>\$9,500.00</u></b>	<b>\$12,600.00</b>	<b>\$26,400.00</b>	<b>\$48,500.00</b>

## Schedule

The above service will commence after receipt of the executed Agreement Amendment and be completed within ninety (90) days.

# OLD BUSINESS





City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** February 13, 2024

**Subject:** Lenig & HuDawn Zoning Upon Annexation Ordinance

---

Attached for the first readings are the “Zoning Upon Annexation” ordinances 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 hearings were held on February 1, with no comments from the public on either case.

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

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2024-05**

**AN ORDINANCE APPROVING ZONING UPON COMPLETION OF ANNEXATION  
AT 556 MASON-MORROW-MILLGROVE ROAD CONTAINED IN THE LENIG  
ANNEXATION IN ACCORDANCE WITH SECTION 15.7.13 OF THE CITY ZONING  
REGULATIONS**

**WHEREAS**, in accordance with Section 713.12 of the Ohio Revised Code and Section 15.7.8 of the Zoning Regulations of the City of South Lebanon (Zoning Regs), the Council held a public hearing on February 1, 2024, at 6:00 p.m., after publication and other proper notice thereof, to consider the recommendation of the Planning Commission to amend the zoning map of the following identified property that was annexed into the City, effective March 24, 2023; and:

<u>Owner(s)</u>	<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
Michael & Kimberly Lenig	556 Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-01-126-009	1.003 ac.

**WHEREAS**, upon considering the recommendation of the Planning Commission, a copy of which is incorporated by reference herein, and any input received prior to and during the public hearing from the property owners, other proponents, and any opponents, the Council finds the process has been in accordance with Article 7 [Amendment Procedures], and specifically satisfies the criteria of Sec. 15.7.13 [Zoning Upon Annexation] of the Zoning Regs and shall be approved without further modification.

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

**Section 1.** That the Council does hereby amend the Zoning Map of the City of South Lebanon, Ohio for the following identified parcel:

<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>	<u>Permanent Zoning Classification</u>
556 Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-01-126-009	1.003 ac.	B-2 (General Business District)

**Section 2.** Upon the expiration of all readings and the period of referendum provided by law (the effective date), within fifteen (15) days of the effective date, the Zoning Administrator shall amend the Official Zoning Map to reflect the zoning changes in accordance with Sec. 15.7.14 [Zoning Map Amendments] of the Zoning Regs.

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

**Ordinance No. 2024-05 Approve Zoning Upon Annexation at 556 Mason-Millgrove-Morrow Road**  
**Page 2**

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

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

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2024-06**

**AN ORDINANCE APPROVING ZONING UPON COMPLETION OF ANNEXATION  
AT 1770 MASON-MORROW-MILLGROVE ROAD CONTAINED IN THE HUDAWN  
ANNEXATION IN ACCORDANCE WITH SECTION 15.7.13 OF THE CITY ZONING  
REGULATIONS**

**WHEREAS**, in accordance with Section 713.12 of the Ohio Revised Code and Section 15.7.8 of the Zoning Regulations of the City of South Lebanon (Zoning Regs), the Council held a public hearing on February 1, 2024, at 6:15 p.m., after publication and other proper notice thereof, to consider the recommendation of the Planning Commission to amend the zoning map of the following identified property that was annexed into the City, effective July 13, 2023; and:

<u>Owner(s)</u>	<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>
1770 MMM LLC	1770 Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-07-100-003-1 12-07-100-003-2	6.603 ac.

**WHEREAS**, upon considering the recommendation of the Planning Commission, a copy of which is incorporated by reference herein, and any input received prior to and during the public hearing from the property owners, other proponents, and any opponents, the Council finds the process has been in accordance with Article 7 [Amendment Procedures], and specifically satisfies the criteria of Sec. 15.7.13 [Zoning Upon Annexation] of the Zoning Regs and shall be approved without further modification.

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

**Section 1.** That the Council does hereby amend the Zoning Map of the City of South Lebanon, Ohio for the following identified parcel:

<u>Property Address</u>	<u>Parcel No.</u>	<u>Acreage</u>	<u>Permanent Zoning Classification</u>
1770 Mason-Morrow- Millgrove Road South Lebanon, OH 45065	12-07-100-003-1 12-07-100-003-2	1.003 ac.	B-2 (General Business District)

**Section 2.** Upon the expiration of all readings and the period of referendum provided by law (the effective date), within fifteen (15) days of the effective date, the Zoning Administrator shall amend the Official Zoning Map to reflect the zoning changes in accordance with Sec. 15.7.14 [Zoning Map Amendments] of the Zoning Regs.

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

**Ordinance No. 2024-06 Approve Zoning Upon Annexation at 1770 Mason-Millgrove-Morrow Road**  
**Page 2**

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda S. Burke, Mayor

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

Rules Suspended: \_\_\_\_\_ (if applicable)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Vote: \_\_\_\_ Yeas  
      \_\_\_\_ Nays

Effective Date: \_\_\_\_\_

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
City of South Lebanon, Ohio

By: \_\_\_\_\_  
Date: \_\_\_\_\_