



7. Old Business: Ordinance 2024-07, Second Reading, adopting permanent appropriations for current expenses and other expenditures for the period January 1, 2024 through December 31, 2024

Resolution 2024-07, Second 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, Second Reading, authorizing an agreement with Sweeping Corp. of America to provide street sweeping services in 2024

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. 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](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 19, 2024

**Subject:** Morrow Road Reconstruction Capital Project Fund

---

Ordinance 2024-08 authorizes the Director of Finance to create a Capital Project Fund for the Morrow Road Reconstruction project. A new fund is required by the Auditor of State to separately account for the project and the grant funding we will receive from the Ohio Public Works Commission (OPWC) for the project.

The City has been awarded grant funding from OPWC in the amount of \$519,244 for the project with work expected to begin in 2024. Total project costs of \$950,102 are included in the 2024 budget.

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

**AN ORDINANCE ESTABLISHING A CAPITAL PROJECTS FUND FOR THE  
MORROW ROAD RECONSTRUCTION, AND DECLARING AN EMERGENCY**

**WHEREAS**, Ohio Revised Code § 5705.09 requires political subdivisions to establish a separate fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose; and

**WHEREAS**, the City will receive grant funds from the Ohio Public Works Commission for the Morrow Road Reconstruction Project; and,

**WHEREAS**, pursuant to guidance issued by the Auditor of State, establishment of a Capital Projects Fund for separate accountability is recommended for this project; and

**WHEREAS**, immediate action is required to create the fund as the grant has been awarded, and in order to preserve the public peace, health, or safety of the City.

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

**Section 1.** That a Capital Projects Fund for the proceeds and expenditures for the Morrow Road Reconstruction project is hereby created. The Director of Finance is hereby authorized to establish such Capital Projects Fund.

**Section 2.** That the Capital Projects Fund shall be used for the grant proceeds and improvements for the Morrow Road Reconstruction project.

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

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

**Section 5.** That this Ordinance is declared to be an emergency measure in accordance with Ohio Revised Code § 731.30 for the immediate preservation of the public peace, health safety and general welfare; and this Ordinance shall be in full force and effective immediately upon passage.

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

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

Ordinance 2024-08 Morrow Road Reconstruction Fund

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  
fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

## MEMORANDUM

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** March 19, 2024

**Subject:** County 9-1-1 Plan Approval

---

Based on changes to the Ohio Revised Code that went into effect last year, the County was required to update their 9-1-1 Plan. One of the changes requires every municipality & township to either approve or disapprove of the plan. Also, the new changes require a municipal representative selected by a majority of the municipalities to serve on the Program Review Board. Mark Messer, the Mayor of Lebanon, has volunteered to serve on this Board.

These resolutions need to be adopted as “emergencies” to return them to the County by April 1, 2024..

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



Warren County Telecommunications Department  
500 Justice Drive Lebanon, OH 45036  
513.695.HELP help@wcoh.net

## ANNOUNCEMENT MEMORANDUM

**TO:** All Municipalities and Townships  
**FROM:** Warren County Telecommunications  
**DATE:** Thursday February 29, 2024  
**SUBJECT:** 911 Plan approval

On February 27<sup>th</sup>, the Warren County 911 Program Review Committee met and approved the 911 Final Plan. This meeting and plan update was prompted by changes in Ohio Law that went into effect on October 3<sup>rd</sup>, 2023. One of the changes, (ORC 128.08 A) requires all Municipalities and Townships to approve or disapprove the new 911 plan and to immediately notify the Commissioners in writing of approval or disapproval of the plan.

I have included for your convenience a sample resolution. If you want to use the sample, email me and I will provide you with a word file so you can edit it.

Warren County is required to file the 911 Final Plan along with resolutions from each Municipality and Township with the State of Ohio 911 Office by April 3<sup>rd</sup>, 2024.

Please pass a resolution approving the attached 911 Final Plan and return the approval resolution to the Warren County Board of Commissioners by Monday, April 1<sup>st</sup>, 2024.

*Paul Kindell*

Paul Kindell  
911 Coordinator  
Director, Warren County Telecommunications  
paul.kindell@wcoh.net  
513-695-1318

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-10**

**A RESOLUTION TO APPROVE THE WARREN COUNTY COUNTYWIDE 9-1-1  
FINAL PLAN, AND DECLARING AN EMERGENCY**

**WHEREAS**, due to a legislative update to Section 128.01, et seq. of the Ohio Revised Code, the Board of County Commissioners was required to re-establish the Countywide 9-1-1 Program Review Committee for the purpose of updating its Final Plan for implementing and operating a countywide 9-1-1 system; and

**WHEREAS**, the Board of County Commissioners, by and through Resolution #24-0140 adopted January 23, 2024, re-established the Countywide 9-1-1 Program Review Committee; and

**WHEREAS**, the Countywide 9-1-1 Program Review Committee did meet on February 27, 2024, and approved an updated Final Plan for implementing and operating a countywide 9-1-1 system and provided a copy of the same to the Board of County Commissioners in compliance with Section 128.07 of the Ohio Revised Code; and

**WHEREAS**, Section 128.08(A) of the Ohio Revised Code requires all municipalities and townships to approve or disapprove the County 9-1-1 Plan; and

**WHEREAS**, immediate action is required in order to submit to the Warren County Telecommunications Department by their April 1, 2024, deadline, 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 the Warren County 911 Countywide 9-1-1 Final Plan.

**Section 2.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 3.** All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code 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. 2024-10**  
**Page 2**

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



## **Warren County, Ohio**

# **9-1-1**

## **Final Plan**

**For the Emergency Communications Centers of  
The City of Franklin, The City of Lebanon, and Warren County**

**February 27, 2024**

**WARREN COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE**

**VOTING MEMBERS**

(1) David G. Young  
Warren County Commissioner  
406 Justice Drive  
Lebanon, Ohio 45036  
513-695-1250  
[david.young@co.warren.oh.us](mailto:david.young@co.warren.oh.us)

(4) Darryl Cordrey  
Hamilton Township  
7780 St. Rt. 48  
Maineville, Ohio 45039  
513-683-8520  
[dcordrey@hamilton-township.org](mailto:dcordrey@hamilton-township.org)

(2) Eric Hansen  
City of Mason  
6000 Mason-Montgomery Rd  
Mason, Ohio 45040  
513-229-8500  
[ehansen@masonoh.org](mailto:ehansen@masonoh.org)

(5)

(3) Julie Seitz  
Deerfield Township  
4900 Parkway Drive, Suite 150  
Mason, Ohio 45040  
513-332-6172  
[jseitz@deerfieldtwp.com](mailto:jseitz@deerfieldtwp.com)

(6) Brent Centers  
City of Franklin  
6910 Scholl Road  
Franklin, Ohio 45005  
937-620-1872  
[bcenters@franklinohio.org](mailto:bcenters@franklinohio.org)

**ORC Member requirements:**

- (1) A member of the board of County Commissioners, or a designee, who shall serve as chairperson of the committee.
- (2) The chief executive officer of the most populous municipal corporation in the county.
- (3) A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
- (4) A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.
- (5) A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.
- (6) An elected official from within the county appointed by the board of County Commissioners.

**WARREN COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE**

**NON-VOTING ADVISORS**

**PSAP Representatives:**

Melissa Bour, Director, Warren County Department of Emergency Services

Chief Adam Colon, City of Franklin Division of Police

Chief Jeffery Mitchell, City of Lebanon Division of Police

**Public Safety Representatives:**

Sheriff Larry Sims, Sheriff's Office Warren County

Chief Steve Agenbroad, Clearcreek Township Fire Department

Chief Mike Hannigan, Franklin Township Fire Department

**Telecommunications:**

Paul Kindell, Director, Warren County Telecom, Warren County 911 Coordinator

Gary Estes, Deputy Director, Warren County Telecom

Joshua Moyer, Public Safety Systems Manager, Warren County Telecom

**Prosecutor's Office:**

Adam Nice, Legal Advisor, Warren County Prosecutor's Office

Derek Faulkner, Legal Advisor, Warren County Prosecutor's Office

128.07

(1) *Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system;*

- a. Altafiber, serving Southwest Warren County.
- b. ATT, serving North Central and West Central Warren County.
- c. Brightspeed, serving central and Northwest Warren County.
- d. Frontier, serving Southeast Warren County.
- e. Telephone Service Company (TSC), serving Northwest Warren County.
- f. Verizon
- g. ATT
- h. T-Mobile
- i. Spectrum Cable

(2) *A. The location and number of public safety answering points; B. how the public safety answering points will be connected to a county's preferred next generation 9-1-1 system; C. from what geographic territory each public safety answering point will receive 9-1-1 calls; D. whether enhanced 9-1-1 or next generation 9-1-1 service will be provided within such territory; E. what subdivisions will be served by the public safety answering point; and F. whether a public safety answering point will respond to calls by directly dispatching an emergency service provider, by relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider;*

**A.**

- (1). Franklin PD            2            911 Positions
- (2). Lebanon PD           2            911 Positions
- (3). Warren County       14           911 Positions

**B.** PSAP Connectivity shall be at least two forms of connectivity consisting of ethernet over Fiber Optic and microwave that provide sufficient bandwidth to meet call quality requirements for all call types. The fiber circuit shall connect to the Warren County 911 Core 1 in Lebanon and the microwave shall connect to the Disaster Recovery Site 911 Core 2.

**C.** The geographic territory answered by Franklin and Lebanon will be for calls inside their respective community borders or contracted areas of service. All remaining calls (that are not routed to communities with territory within Warren County but have a PSAP outside of Warren County) will be routed to the Warren County PSAP.

**D.** Next Generation 911 services are desired by the Committee.

**E.** Subdivisions that will be served by each PSAP are:

**Franklin**

Within the City limits of Franklin and contracted service areas.  
Dispatching for: Franklin Police and Fire.

**Lebanon**

Within the City of Lebanon  
Dispatching for: Lebanon Police and Fire.

**Warren County**

The Village of Butlerville, the City of Carlisle, the Village of Corwin, the Village of Harveysburg, the Village of Maineville, the City of Mason, the Village of Morrow, the Village of Pleasant Plain, the City of South Lebanon, the City of Springboro, the Village of Waynesville, Clearcreek Township, Deerfield Township, Franklin Township (not including the City of Middletown), Hamilton Township (not including the City of Loveland), Harlan Township (not including the Village of Blanchester), Massie Township, Salem Township, Turtlecreek Township (not including the City of Monroe), Union Township, and Wayne Township.

Dispatching for: Carlisle Police and Fire, JEMS, Franklin Township Fire, Clearcreek Township Police and Fire, Springboro Police, Wayne Township Fire, Waynesville Police, Massie Township Fire, Harveysburg Police, Turtlecreek Township Fire, Mason Police and Fire, Deerfield Township Fire, Hamilton Township Police and Fire, Union Township Fire, Morrow Police, Salem Township Fire, Harlan Township Fire, and the Warren County Sheriff's Office.

F. All PSAPs directly dispatch emergency services for their area of responsibility.

(3) *A. How originating service providers must connect to the core 9-1-1 system identified by the final plan and B. what methods will be utilized by the originating service providers to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system.*

A. Originating Service Providers shall connect by iP to the geographically redundant Indigital ESiNet using diverse carriers and circuits to ensure no single points of failure.

Indianapolis, In.	Fiber	ESiNet, Wireless & VOIP
Cincinnati, Oh.	Fiber	ESiNet, Wireless & VOIP
Florence, Ky.	Fiber	ESiNet, Wireless & VOIP
New Knoxville, Oh	Fiber	ESiNet, Wireless & VOIP
Mansfield, Oh.	T1	Legacy Wireline & VOIP
Lima, Oh.	T1	Legacy Wireline & VOIP

B. Originating Service Providers shall route all call types, voice, text, multimedia, etc. diversly to the Indigital cores for delivery to the PSAPs following NENA i3 standards.

(4) *A. That in instances where a public safety answering point, even if capable, does not directly dispatch all entities that provide the emergency services potentially needed for an incident, without significant delay, that request shall be transferred, or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services;*

A. All PSAPS within Warren County are served by a common redundant system with seamless transfer capability between.

(5) *A. Which subdivision or regional council of governments will establish, equip, furnish, operate, and maintain a particular public safety answering point;*

A. The City of Franklin will equip, furnish, operate, secure, and maintain the Franklin PSAP.

The City of Lebanon will equip, furnish, operate, secure, and maintain the Lebanon PSAP.

The Warren County Board of Commissioners will equip, furnish, operate, secure, and maintain the Warren County PSAP.

(6) *A projection of the initial cost of establishing, equipping, and furnishing and of the annual cost of the first five years of operating and maintaining each public safety answering point;*

N.A.

(7) *Whether the cost of establishing, equipping, furnishing, operating, or maintaining each public safety answering point should be funded through charges imposed under section 128.35 of the Revised Code or will be allocated among the subdivisions served by the answering point and, if any such cost is to be allocated, the formula for so allocating it;*

Funds imposed under section 128.35 will be distributed to PSAPs in Warren County in the following manner.

Franklin	25%
Lebanon	25%
Warren County	50%

**PSAP Expenses**

Each PSAP is responsible for all expenses for their respective PSAP including any expenses not specified in this document.

**Operations**

Each PSAP is responsible for the expense of furnishing, operating, and staffing their PSAP.

**Equipment**

Each PSAP is responsible for the expense of providing their own workstations and network equipment that connects to the County 911 Cores to answer 911 calls and text messages.

**Networking**

Each PSAP is responsible for the expense of at least one fiber optic and at least one microwave link back to the County 911 Cores. The County is responsible for the fiber links to the EsiNet, and the fiber and microwave links between County 911 Core 1 and County 911 Disaster Recovery Core 2.

**Maintenance**

Each PSAP is responsible for the maintenance of their equipment that connects to the County 911 Cores to answer 911 calls and text messages.

**Upgrades**

Each PSAP is responsible for the expense of upgrading their own workstations and networking equipment that connects to the County 911 Cores to answer 911 calls and text messages.

**Security**

Each PSAP is responsible for providing and following best practices for cyber security to ensure the operation and integrity of the 911 system including monitored firewalls when utilizing ethernet connectivity to other internal PSAP networks.



- (8) *How each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet requirements of the federal communications commission or other accepted national standards as they exist on the date of the call origination.*

**Franklin PSAP:**

801.5

(B) When calls need to be transferred to another PSAP:

- (1) An advisement to the caller to remain on the line as well as notification to the caller of the PSAP to which they are being transferred.
- (2) That the transfer will be initiated without delay.
- (3) That the telecommunicator will remain on the line during the transfer to ensure the caller is properly connected.
- (4) A recommendation that, if at all possible, the following information be relayed to the receiving PSAP once the transfer is complete:
  - (a) Name of the agency making the transfer
  - (b) Location of the emergency
  - (c) Nature of the call
  - (d) Call back number
  - (e) Known safety information

**Lebanon PSAP:**

811.1.2

D. Misrouted 9-1-1 Calls.

1. Misrouted 9-1-1 calls to this PSAP shall be handled in the following manner.
  - a. Once it is determined the location of the emergency is outside our response area, the call must be transferred to the appropriate PSAP for that location.
  - b. First advise the caller to remain on the line and tell them what PSAP they are being transferred to.
  - c. Using the established method in the 9-1-1 system software, transfer the call without delay.
  - d. The communications officer will remain on the line during the transfer to ensure the caller is properly connected.
  - e. If transferring the call using the established method in the 9-1-1 system software is not possible, the communications officer will obtain the necessary critical information, disconnect with the caller and contact the appropriate PSAP directly, relaying all collected information.

**Warren County PSAP:**

5.09 IV A Call Processing

**1. EMERGENCY 911 CALLS RECEIVED FOR AREAS NOT WITHIN OUR COVERAGE**

An ED receiving an emergency call for an area not covered by this Communications Center will either transfer the call or gather all the necessary information and relay it to the appropriate dispatch center. Whenever transferring a call, the ED **must** stay on the line to ensure that the transfer was successful, the caller is still on the line, and was connected. The ED will let the receiving agency know who he/she is, the location of the caller and the nature of the call being transferred.

The ED will never give the caller the proper dispatch center's number and tell them to call it themselves. Additionally, do not further confuse or add to the caller's anxiety by lecturing them on the fact that they have called the wrong agency.

a. After the ED has determined the 911 call should be transferred to another Public Safety Answering Point (PSAP) he/she will advise the caller that they are being transferred to the appropriate agency and will remain on the line.

i. If the PSAP is within Warren County:

The ED will do a tandem transfer to connect to the appropriate PSAP. When the other PSAP dispatcher answers, the ED shall identify in the following manner:

*"This is Warren County with a 911 transfer."*

The ED will ensure the other PSAP has received the 911 screen information and will provide the dispatcher with the location and the nature of the call. Only then can involvement with the call be terminated.

ii. If the PSAP is outside of Warren County:

The ED will transfer to the other PSAP's 7-digit line. When the other PSAP dispatcher answers, the ED shall identify in the following manner:

*"This is Warren County with a 911 transfer."*

The ED will give the other agency the call location and the nature of the call. Only then can involvement with the call be terminated.

b. If the ED cannot transfer the call because of a busy signal at the other PSAP or for any other reason, the ED is responsible for handling the call. The ED will then make a call for service, gather all information and follow the appropriate PDS protocols while another ED relays the information to the proper point for dispatch.

c. A 911 call shall not be transferred when this communication center dispatches any equipment for that particular 911 call. You or another ED will relay the details to any additional agencies by a separate phone call.

**128.021** *Adoption of rules establishing technical and operational standards for public safety answering points.*

Each PSAP is compliant with the technical and operational standards as inspected and determined by the State of Ohio 911 Program Office annually.

**128.05** *Each county shall appoint a county 9-1-1 coordinator to serve as the administrative coordinator for all public safety answering points participating in the countywide 9-1-1 final plan described in section 128.03 of the Revised Code and shall also serve as a liaison with other county coordinators and the 9-1-1 program office.*

By Resolution 22-0163 the Warren County Commissioners appointed Paul Kindell 911 Coordinator.

Contact Information:

Paul Kindell  
Director  
Warren County Telecom  
500 Justice Drive  
Lebanon, Ohio 45036  
paul.kindell@wcoh.net  
513-695-1318

**128.25** *Each county shall provide a single point of contact to the 9-1-1 program office who has the authority to assist in location-data discrepancies, 9-1-1 traffic misroutes, and boundary disputes between public safety answering points.*

The single point of contact for 911 traffic misroutes and boundary disputes is Joshua Moyer.

Contact Information:

Joshua Moyer  
Public Safety Systems Manager  
Warren County Telecom  
500 Justice Drive  
Lebanon, Ohio 45036  
joshua.moyer@wcoh.net  
513-695-2823

For faster service email [help@wcoh.net](mailto:help@wcoh.net) to open a ticket or call 513-695-HELP (4357)

**128.57** *County systems receiving disbursements to provide wireless 9-1-1 service. Are the PSAPs receiving funds directly and/or indirectly benefiting from county funds?*

Each PSAP receives direct wireless funds and also benefits indirectly from County Funds. Warren County provides at a minimum trunking, the core 911 system and backup system, maintenance contracts on the cores, and technology refresh upgrades to the core systems.

*(B)(1) The 9-1-1 program review committee shall send a copy of the final plan to:*

*(a) To the board of county commissioners of the county, to the legislative authority of each municipal corporation in the county, and to the board of township trustees of each township in the county either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record; and*

**(a) Warren County Commissioners**

<b>Municipal Corporations</b>	<b>Board of Township Trustees</b>
Blanchester	Clearcreek Township
Butler	Deerfield Township
Carlisle	Franklin Township
Corwin	Hamiton Township
Franklin	Harlan Township
Harveysburg	Massie Township
Lebanon	Salem Township
Loveland	Turtlecreek Township
Maineville	Union Township
Mason	Washington Township
Middletown	Wayne Township
Monroe	
Morrow	
Pleasant Plain	
South Lebanon	
Springboro	
Waynesville	

*(b) To the board of trustees, directors, or park commissioners of each subdivision that will be served by a public safety answering point under the plan.*

**(b) Warren County Park Board**

*(2) The 9-1-1 program review committee shall file a copy of its current final plan with the Ohio 9-1-1 program office not later than six months after the effective date of this amendment (4/3/2024). Any revisions or amendments shall be filed not later than ninety days after adoption.*

*(C) As used in this section, "internet identifier of record" has the same meaning as in section 9.312 of the Revised Code.*

**128.08** (A) *Within sixty days after receipt of the final plan pursuant to division (B)(1) of section 128.07 of the Revised Code, the board of county commissioners of the county and the legislative authority of each municipal corporation in the county and of each township whose territory is proposed to be included in a countywide 9-1-1 system shall act by resolution to approve or disapprove the plan, except that, with respect to a final plan that provides for funding of the 9-1-1 system in part through charges imposed under section 128.35 of the Revised Code, the board of county commissioners shall not act by resolution to approve or disapprove the plan until after a resolution adopted under section 128.35 of the Revised Code has become effective as provided in division (D) of that section. Each such authority immediately shall notify the board of county commissioners in writing of its approval or disapproval of the final plan. Failure by a board or legislative authority to notify the board of county commissioners of approval or disapproval within such sixty-day period shall be deemed disapproval by the board or authority.*

(B) *As used in this division, "county's population" excludes the population of any municipal corporation or township that, under the plan, is completely excluded from 9-1-1 service in the county's final plan. A countywide plan is effective if all of the following entities approve the plan in accordance with this section:*

*(1) The board of county commissioners;*

*(2) The legislative authority of a municipal corporation that contains at least thirty per cent of the county's population, if any;*

*(3) The legislative authorities of municipal corporations and townships that contain at least sixty per cent of the county's population or, if the plan has been approved by a municipal corporation that contains at least sixty per cent of the county's population, by the legislative authorities of municipal corporations and townships that contain at least seventy-five per cent of the county's population.*

*(C) After a countywide plan approved in accordance with this section is adopted, all of the telephone companies, subdivisions, and regional councils of governments included in the plan are subject to the specific requirements of the plan and to this chapter.*

### **Warren County 911 Policies**

1. Testing: Each PSAP or designee shall test the integrity of each fiber and microwave network circuit to their PSAP on the first Wednesday of each month unless pre-empted by an incident or severe weather. If pre-empted, the network shall be tested on the next available day.
  
2. Testing: Telecom will test the incoming fiber circuits from Indigital once per quarter with the assistance of Indigital.
  
3. Assistance: for buttons, speed dials, accounts, screen layout, and password resets, each PSAP shall open a ticket directly with Indigital to receive assistance.
  
4. PSAP Equipment Trouble: In the event of trouble with 911 equipment in the PSAP, such as bad screen, bad PC, bad keyboard, etc. The PSAP shall directly open a ticket with Indigital for repairs. Warren County ECC will create a Dispatch Problem Report with Telecom.
  
5. 911 System trouble: In the event of trouble with the 911 system, such as calls not ringing in, multiple terminals down, etc. Notify Telecom for assistance.
  
6. In the event of network trouble, Telecom will assist the PSAPs with technical assistance to support Indigital, Mobilcomm, and Crown Castle. The PSAPs are responsible for any call out fees associated with trouble in their circuits.

**911 Program Review Committee  
911 Final Plan Approval**

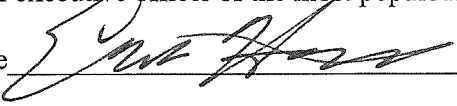
**1. David Young, Warren County Board of Commissioners**

A member of the board of County Commissioners, or a designee, Chairperson

Signature  Date 2/27/2024

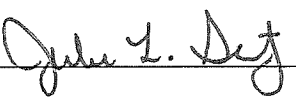
**2. Eric Hansen, City Manager Mason Ohio**

The chief executive officer of the most populous municipal corporation in the county.

Signature  Date 2/27/2024

**3. Julie Seitz, Deerfield Township Ohio**

A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.

Signature  Date 2/27/2024

**4. Darryl Cordrey**

A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.

Signature  Date 2/27/2024

**5. No appointment**

A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**6. Brent Centers, Mayor Franklin Ohio**

(6) An elected official from within the county appointed by the board of County Commissioners.

Signature  Date 2/27/2024

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-0140

Adopted Date January 23, 2024

RE-ESTABLISHING THE COUNTYWIDE 911 PLANNING COMMITTEE AS THE COUNTYWIDE 9-1-1 PROGRAM REVIEW COMMITTEE TO AMEND THE COUNTYWIDE 9-1-1 FINAL PLAN

WHEREAS, pursuant O.R.C. Section 128.06 the Board of Warren County Commissioners is authorized to re-establish the Countywide 911 Planning Committee as the Countywide 9-1-1 Program Review Committee to consider making necessary adjustments and/or amendments to the Countywide 9-1-1 Final Plan; and,

WHEREAS, pursuant to O.R.C. Section 128.06, the following individuals must be designated to serve on the Countywide 9-1-1 Planning Committee:

1. A member of the Board of County Commissioners, or a designee, who shall serve as chairperson of the committee.
2. The chief executive officer of the most populous municipal corporation in the county.
3. A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
4. A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.
5. A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.
6. An elected official from within the county appointed by the Board of County Commissioners.

WHEREAS, a meeting for the Countywide 9-1-1 Planning Committee is required to be held within 30 days of resolution signature and future meetings as called by the County 911 Coordinator.

NOW THEREFORE, BE IT RESOLVED, that the Warren County Countywide 9-1-1 Planning Committee is hereby re-established to consider amendments to the Countywide 9-1-1 Final Plan and the County 911 Coordinator is instructed to proceed immediately to take all steps necessary to secure the appointment of Committee members pursuant to O.R.C. Section 128.06.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Telecommunications (file)  
Appointment file

L. Lander



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 24-0141

Adopted Date January 23, 2024

**APPOINTING MEMBERS TO THE COUNTYWIDE 9-1-1 PROGRAM REVIEW  
COMMITTEE**

WHEREAS, pursuant to Resolution #24-0140, adopted January 23, 2024, this Board re-established the Countywide 9-1-1 Program Review Committee (FKA Countywide 9-1-1 Planning Committee); and

WHEREAS, pursuant to O.R.C. Section 128.06, a member of the Board of County Commissioners or their designee shall serve as chairperson of the committee; and

WHEREAS, pursuant to O.R.C. Section 128.06, the Board of County Commissioners shall also appoint an elected official from within the county.

NOW THEREFORE BE IT RESOLVED, to make the following appointments to the Countywide 9-1-1 Program Review Committee for an indefinite term:

- David G. Young – Warren County Commissioner
- Brent Centers, Mayor – City of Franklin

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Telecom (file)  
Appointments file  
Appointees  
L. Lander



**RESOLUTION 24-01-29  
TURTLECREEK TOWNSHIP  
WARREN COUNTY, OHIO**

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,


Whereas, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Mr. VanDeGrift, being seconded by Mr. Jones. Upon call of the roll, the following vote resulted:

Trustee Sams	YEA
Trustee VanDeGrift	YEA
Trustee Jones	YEA

Resolution adopted this 30<sup>th</sup> day of January, 2024.

  
\_\_\_\_\_  
Fiscal Officer

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on January 17, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*  
Joseph P. Rozzi – Trustee, *Vice Chair*  
Mark Sousa – Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 24-0117F**

**A RESOLUTION TO APPOINT TRUSTEE DARRYL CORDREY OF HAMILTON  
TOWNSHIP BOARD OF TRUSTEES TO THE WARREN COUNTY 911 PROGRAM  
REVIEW COMMITTEE**

**WHEREAS**, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

**WHEREAS**, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

**WHEREAS**, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

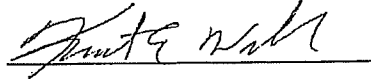
**NOW THEREFORE BE IT RESOLVED**, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph P. Rozzi –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Darryl Cordrey	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

Resolution adopted this 17<sup>th</sup> day of January, 2024.

Attest:



Kurt Weber, Fiscal Officer

Approved as to form:

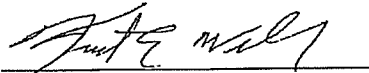


Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on January 17, 2024.

Date:

1/17/2024



Kurt Weber, Fiscal Officer

Board of Township Trustees  
Franklin Township, Warren County Ohio

Resolution No. 01-01242024  
Adopted Date January 24, 2024

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

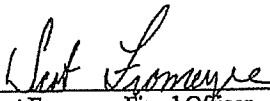
Whereas, Trustee Darryl Cordrey of the Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it revolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Trustee Jennings, being seconded by Trustee Rose. Upon call of the roll, the following vote resulted:

Trustee Shane Centers - Yes  
Trustee Rob Rose - Yes  
Trustee Matt Jennings- Yes

Resolution adopted this 24th day of January , 2024.

  
\_\_\_\_\_  
Scot Fromeyer Fiscal Officer

Board of Township Trustees  
Union Township, Warren County Ohio

Resolution No. 01-19-2024-01  
Adopted Date 1-19-2024

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

Whereas, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by FRED Vonderhaar, being seconded by Chris Koch. Upon call of the roll, the following vote resulted:

Trustee Koch — yes  
Trustee Cockenham — yes  
Trustee Vonderhaar — yes

Resolution adopted this 19<sup>th</sup> day of January, 2024.

Shelley Famb  
Fiscal Officer

**RESOLUTION 5485**  
**CLEARCREEK TOWNSHIP TRUSTEES**  
Warren County, Ohio  
January 22, 2024

**A RESOLUTION TO APPOINT HAMILTON TOWNSHIP TRUSTEE DARRYL CORDREY  
TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE AND DISPENSING  
WITH THE SECOND READING**

**WHEREAS**, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

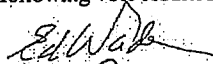
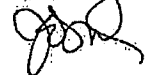
**WHEREAS**, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

**WHEREAS**, Township Trustee, Darryl Cordrey of the Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Clearcreek Township Trustees, that Township Trustee, Darryl Cordrey of the Hamilton Township Board of Trustees is confirmed by this Board to serve as a member of the Warren County 911 Program Review Committee.; and,

**BE IT FURTHER RESOLVED**, by the Board of Clearcreek Township Trustees upon majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading; and,

Mr. GABBARD moved to adopt the foregoing Resolution. Mr. WADE seconded the motion and upon the call of the roll the following vote resulted:

Mr. Wade	-		YEA
Mr. Gabbard	-		YEA
Mr. Muterspaw	-		

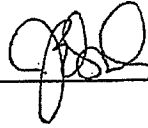
**RESOLUTION 5485**  
**CLEARCREEK TOWNSHIP TRUSTEES**  
Warren County, Ohio  
January 22, 2024

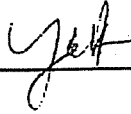
Resolution adopted at a regular public meeting conducted January 22, 2024.

**THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director Bryan Pacheco**  
**Approved as to form**

  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_



**RESOLUTION 2024-01**  
BOARD OF TOWNSHIP TRUSTEES  
SALEM TOWNSHIP, OHIO

**RESOLUTION**

NUMBER 2024-01

ADOPTED DATE January 23, 2024

Board of Township Trustees of Salem Township, Warren County Ohio

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

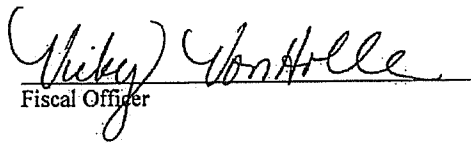
Whereas, Trustee Ralph Blanton of Salem Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Ralph Blanton, being seconded by Heath Kilburn. Upon call of the roll, the following vote resulted:

Trustee Susan Ramsey - yea  
Trustee Ralph Blanton - yea  
Trustee Heath Kilburn - yea

Resolution adopted this 23<sup>rd</sup> day of January, 2024.

  
Fiscal Officer

Board of Township Trustees  
Harlan Township, Warren County Ohio

Resolution No. 011724-2  
Adopted Date January 17, 2024

A Resolution to appoint Mr. Porginski to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

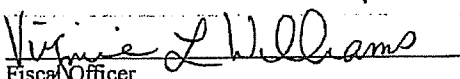
Whereas, Trustee Porginski of Harlan Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Mr. Porginski of Harlan Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Mr. Shelton, being seconded by Mr. Curran. Upon call of the roll, the following vote resulted:

Trustee \_ Mr. Porginski yes  
Trustee \_ Mr. Curran yes  
Trustee \_ Mr. Shelton yes

Resolution adopted this 17 day of January, 2024.

  
\_\_\_\_\_  
Fiscal Officer

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-11**

**A RESOLUTION TO APPOINT MAYOR MARK MESSER TO THE WARREN  
COUNTY 911 PROGRAM REVIEW COMMITTEE REPRESENTING THE CITY OF  
LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, Chapter 128 of the Ohio Revised Code requires a newly drafted Countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and

**WHEREAS**, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of the legislative authority selected by the majority of legislative authorities in Warren County pursuant to resolution; and,

**WHEREAS**, given that Lebanon operates a 911 system that services the City of Lebanon, there is a desire to include representation from Lebanon on the countywide 911 program review committee; and

**WHEREAS**, immediate action is required in order to submit to the Warren County Telecommunications Department by their April 1, 2024, deadline, 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 the selection of Mark Messer, Mayor of the City of Lebanon, to serve as a member of the Warren County 911 Program Review Committee.

**Section 2.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 3.** All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code 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. 2024-11**  
**Page 2**

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



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 19, 2024

**Subject:** Oeder Rezoning Public Hearing

---

On March 14, 2024, the City Planning Commission unanimously recommended the approval of the zoning map amendment for parts of three (3) parcels totaling 11.09 acres between State Route 48 and Turtlecreek Road owned by Oeder & Sons Garage Inc. (see attached recommendation). The next step is to schedule a public hearing. Based on the timeframes prescribed in the Zoning code and advertising deadlines, the best date is Thursday, April 25, 2024, at 6:00 p.m. This will have to be a special meeting because there is now regular meeting within the window when this has to be held.

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



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

**RECOMMENDATION TO CITY COUNCIL**  
**ZONING MAP AMENDMENT OF PARTS OF THREE (3) PARCELS TOTALING 11.09**  
**ACRES OF PROPERTY BETWEEN STATE ROUTE 48 AND TURTLECREEK ROAD**  
**(PARCEL NOS. 12-02-351-004, 12-02-351-003, AND 12-02-351-009)**

FROM: City Planning Commission

Oeder and Sons Garage, Inc. has submitted an application for a zoning map amendment for parts of three (3) of its properties located between State Route 48 and Turtlecreek Road (Parcel#s 12-02-351-004, 12-02-351-003, and 12-02-351-009) consisting of 11.09 acres in accordance with Section 15.7.3(2) of the City Zoning Code. The Property Owner is requesting the rezoning for the parcel to be from B-2 (General Business District) to MEP [Mineral Extraction & Processing District].

On March 14, 2024, the City Planning Commission reviewed said zoning map amendment and unanimously voted to recommend said amendment based on the following factors:

1. Said change is consistent with the existing surrounding land uses; and
2. Although the City Comprehensive Plan shows this property's future use as a "Commercial Center" area, the permitted uses for the MEP zone are compatible with the existing use(s) of the property, as well as the surrounding properties.

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

David & Douglas Oeder, representing Oeders & Sons Garage Inc. at the Planning Commission meeting, indicated that they intend to relocate the existing Barrett Paving Materials Inc., located on Mason-Morrow-Millgrove Road. Also, they intend to use Corwin Nixon Boulevard to access this site thereby potentially reducing truck traffic on Mason-Morrow-Millgrove Road to and from State Route 48.

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-12**

**A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, APRIL 25, 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 FOR A ZONING MAP AMENDMENT FOR PARTS OF CERTAIN PROPERTIES LOCATED BETWEEN STATE ROUTE 48 AND TURTLECREEK ROAD (PARCEL NOS. 12-02-351-004, 12-02-351-003, AND 12-02-351-009) CONSISTING OF 11.09 ACRES FROM B-2 [GENERAL BUSINESS DISTRICT] TO MEP [MINERAL EXTRACTION AND PROCESSING DISTRICT], AND DECLARING AN EMERGENCY**

**WHEREAS**, the City Planning Commission, in accordance with Section 15.7.7 has certified to the Council a proposed Zoning Map Amendment, a copy of which is attached hereto and made a part hereof, relating to certain properties located between State Route 48 and Turtlecreek Road (Parcel #s 12-02-351-004, 12-02-351-003, and 12-02-351-009); and,

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

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

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

**Section 1.** That the proposed Zoning Map Amendment for parts of certain properties located between State Route 48 and Turtlecreek Road (Parcel# 12-02-351-004, 12-02-351-003, and 12-02-351-009)) consisting of 11.09 acres from B-2 [General Business District] to MEP [Mineral Extraction and Processing District] shall be set for a public hearing on April 25, 2024, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065.

**Section 2.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 3.** All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

**Resolution No. 2024-12**  
**Page 2**

**Section 4.** This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code 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 \_\_\_\_\_, 2024.

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

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

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	____ Yea ____ Nay
Effective Date:	_____

Prepared by and approved as to form:

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





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 19, 2024

**Subject:** County Auditor Amended Certificate of Estimated Resources

---

The attached amended certificate is required to be submitted to the County Auditor to authorize changes to the City's 2024 estimated revenues.

Changes to revenue estimates are based on the City's final 2024 budget and adopted permanent appropriations.



**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)**

March 21, 2024

Matt Nolan  
Warren County Auditor  
406 Justice Drive  
Lebanon, OH 45036

Dear Mr. Nolan,

I am requesting an amended certificate be issued for the City of South Lebanon's Revenue Budget year beginning **January 1, 2024**. The changes in the following funds are necessary.

**General Fund – increase of \$242,500**

Increase in Revenue from Other Sources from \$2,799,000 to \$3,041,500.

The increase is for additional revenue expected from zoning permits to be issued for new development at Rivercreek Lofts and additional investment earnings the City expects to receive from STAR Ohio.

**Street Fund (2011) – increase of \$140,000**

Increase in Revenue from Other Sources from \$325,000 to \$465,000.

The increase is due to County Vehicle Tax Funds the City expects to receive from the County for 2024 Street Projects including the Grandin Road Roundabout.

**Park Fund (2041) – increase \$20,000**

Increase in Revenue from Other Sources from \$15,000 to \$35,000.

The increase is due to a donation received for park improvements.

**Permissive Tax Fund (2101) – increase of \$10,000**

Increase in Revenue from Other Sources from \$40,000 to \$50,000.

The increase is due to additional permissive tax revenue expected based on 2023 collections and investment earnings from STAR Ohio.

**TIF Fund / River's Crossing (2907) – increase \$140,025**

Increase in Revenue from Other Sources from \$1,160,000 to \$1,300,025.

The increase is due to revised estimates for payments in lieu of taxes based on 2023 collections.

**TIF Fund / Riverside (2909) – increase \$140,000**

Increase in Revenue from Other Sources from \$810,050 to \$950,050.

The increase is due to revised estimates for payments in lieu of taxes based on 2023 collections.

**Water Operating Fund (5101) – increase of \$565,000**

Increase in Revenue from Other Sources from \$925,000 to \$1,490,000.

The increase is due to additional revenue expected from tap fees for new development at Rivercreek Lofts.

**Sewer Operating Fund (5201) – increase of \$550,000**

Increase in Revenue from Other Sources from \$1,340,000 to \$1,890,000.

The increase is due to additional revenue expected from tap fees for new development at Rivercreek Lofts.

**Sanitation Operating Fund (5601) – increase of \$42,000**

Increase in Revenue from Other Sources from \$495,000 to \$537,000.

The increase is due to additional charges for services estimates based on the 2023 collections.

**Utility Maintenance Reserve (5761) – increase of \$2,000**

Increase in Revenue from Other Sources from \$3,000 to \$5,000.

The increase is due to additional investment earnings from STAR Ohio expected in 2024.

**Morrow Road Reconstruction (4907) – increase of \$519,244**

Increase in Revenue from Other Sources from \$0 to \$519,244.

The City established a new fund for a grant received from the Ohio Public Works Commission.

Please let me know if you should require any additional information. Thank you for your assistance.

Sincerely,



Tina Williams, CPA  
Director of Finance  
City of South Lebanon

**CITY OF SOUTH LEBANON, WARREN COUNTY**  
**AMENDED CERTIFICATE OF ESTIMATED RESOURCES**  
**FISCAL YEAR BEGINNING JANUARY 1, 2024**

FUND	Unencumbered Fund Balance 1/1/2024	Property Tax	Other Sources	Total
<b>GENERAL</b>	5,159,731.75	214,000.00	3,041,500.00	
<b>(Local Government)</b>			28,683.11	8,443,914.86
<b>SPECIAL REVENUE</b>				
Street Construction Maint.	1,202,584.62		465,000.00	1,667,584.62
Park	24,617.92		35,000.00	59,617.92
DUI	1,625.00		0.00	1,625.00
Indigent Alcohol Monitoring	1,752.65		0.00	1,752.65
Permissive Tax	216,380.77		50,000.00	266,380.77
American Rescue Act	8,564.75		0.00	8,564.75
OneOhio Opioid Settlement	1,576.74		500.00	2,076.74
Homestead Improvements	26,421.68		0.00	26,421.68
Shepherd's Crossing Improvements	4,059.79		0.00	4,059.79
Mayor's Court Special Projects	2,073.93		2,000.00	4,073.93
TIF Fund - Rivers Crossing	992.39		1,300,025.00	1,301,017.39
TIF Fund - Riverside	995.19		950,050.00	951,045.19
<b>DEBT SERVICE</b>				
Municipal Building BANs	0.00		632,812.50	632,812.50
<b>CAPITAL PROJECTS</b>				
Mason Morrow Millgrove Imp	0.00		222,314.00	222,314.00
Forest Avenue Improvements	0.00		445,342.00	445,342.00
Morrow Road Reconstruction	0.00		519,244.00	519,244.00
<b>ENTERPRISE</b>				
Water	2,932,092.64		1,490,000.00	4,422,092.64
Sewer	5,714,700.27		1,890,000.00	7,604,700.27
Sanitation	337,890.18		537,000.00	874,890.18
Utility Maintenance Reserve	132,024.81		5,000.00	137,024.81
Deposit Trust	134,878.84		19,000.00	153,878.84
<b>CUSTODIAL FUND</b>				
Unclaimed Funds	1,863.89		1,000.00	2,863.89
<b>TOTALS</b>	<b>15,904,827.81</b>	<b>214,000.00</b>	<b>11,634,470.61</b>	<b>27,753,298.42</b>

# 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

**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**

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

**130 Street Lighting**

<b>Operating Expenses</b>	<b>55,000.00</b>
---------------------------	------------------

**210 Health Services**

<b>Operating Expenses</b>	<b>5,000.00</b>
---------------------------	-----------------

**220 Human Services**

<b>Operating Expenses</b>	<b>8,000.00</b>
---------------------------	-----------------

**320 Parks and Recreation**

<b>Operating Expenses</b>	<b>70,000.00</b>
---------------------------	------------------

**531 Administration-Public Utilities**

<b>Personal Services</b>	<b>235,700.00</b>
--------------------------	-------------------

**710 Council & Administration**

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

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>		
			<hr/>
		<b>GENERAL FUND TOTAL</b>	<b>4,851,520.41</b>
			<hr/> <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>
			<hr/>
		<b>STREET FUND TOTAL</b>	<b>753,162.10</b>
			<hr/> <hr/>



Ordinance 2024-07 Permanent Appropriations

**WATER FUND - 5101**

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

**SEWER FUND - 5201**

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

**SANITATION FUND - 5601**

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

**PARK FUND - 2041**

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

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
-----	----------------	------------

Ordinance 2024-07 Permanent Appropriations

**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**

**TOTAL APPROPRIATED FUNDS 2024** **14,849,386.37**

**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:	____ Yea ____ Nay
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**

## **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 a majority 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, as attached hereto and made a part hereof.

**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.

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

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

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

Resolution 2024-08 – Street Sweeping Services

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

<b>Bidders</b>	<b>One Spring Sweep</b>	<b>Six Street Sweepings</b>	<b>Total</b>
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
<b>TOTAL COST OF SERVICES</b>	<b>\$ 9,836.01</b>

- 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 Chiodo*

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).

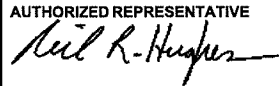
<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> 630-468-5600	<b>FAX (A/C, No):</b> _____
	<b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> SWEECOR-01 SCA of OH, LLC 4141 Rockside Rd Suite 100 Seven Hills OH 44131-2537	<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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 CH23ECPZ01ECGIC	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

<b>CERTIFICATE HOLDER</b>  City of South Lebanon 10 N. High Street South Lebanon OH 45065	<b>CANCELLATION</b>  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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Katy Beyerle</i>	Date ▶ <i>01/03/2024</i>
------------------	------------------------------------------------	--------------------------

## 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

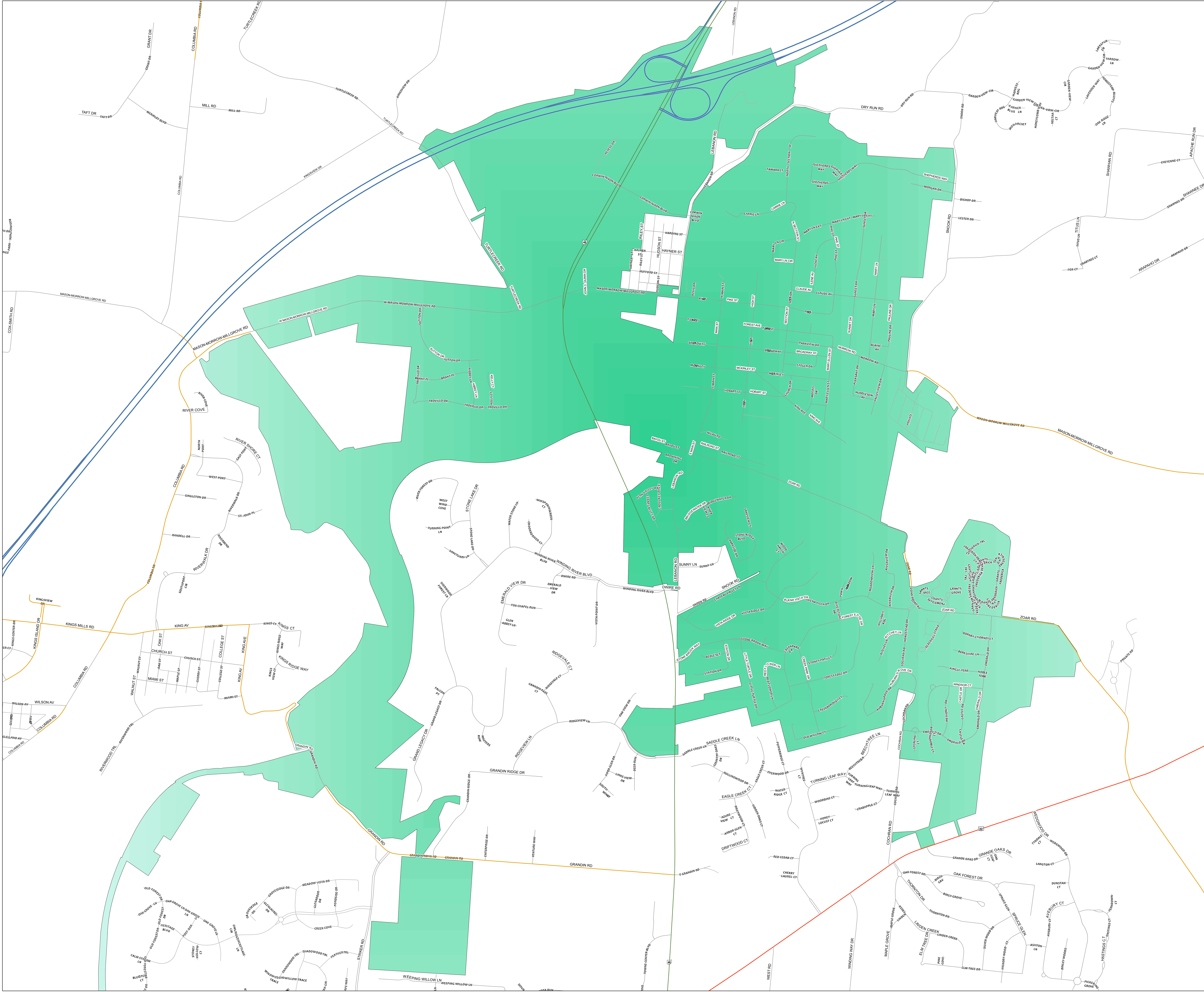
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (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**
- County
  - Interstate
  - Municipal
  - State
  - Township
  - US
  - South Lebanon

Warren County, Ohio  
Customized Property Map

The provider makes no warranty or representation with respect to the information, its quality or suitability for a particular purpose. The information is provided AS IS, and the user assumes all responsibility for its use.

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 provided information, including the cost of recovering information, programs or data.

Warren County Information Building  
1000 Washington Blvd.  
Lebanon, OH 45030

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>
<b>South of the River</b>		
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>