

Linda Allen  
*Councilmember*

Linda Burke  
Mayor

Lisa Fedor  
*Councilmember*

Sharon Carmack  
*Councilmember*

Maryann Harrison  
*Councilmember*

Brenda Combs  
*Vice-Mayor*

Rolin Spicer  
*Councilmember*

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

**MARCH 6, 2025, at 6:00 P.M.**

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests                      Mark and Robyn Bersani, Loveland Canoe and Kayak, Inc.
5. Floor open to the public
6. Presentation of the 2025 Operating and Capital Budget by City's Director of Finance
7. New Business              Emergency Resolution 2025-07, Authorizing Mayor and Director of Finance to execute a Lease Agreement with Loveland Canoe and Kayak, Inc.  
  
Emergency Resolution 2025-08, Approval of issuing a Notice of Award to Benchmark Land Management, LLC, and Authorizing the Mayor and Director of Finance to execute a Contract for the Improvement Project.  
  
Emergency Resolution 2025-09, Initiating Amendment to Section 15.9.9 (1)(g) (B-1) and Section 15.9.10 (1)(m) (B-2) of the City Zoning Code re: the retail sale of cannabis within the City.  
  
A motion is needed to authorize the Director of Finance to send an Amended Certificate to the Warren County Auditor for fiscal year 2025  
  
Motion to Approve Invoices  
  
Motion to Approve the January Financial Statements  
  
Motion to Approve the January Financial Reports  
  
Motion to Approve Rescheduling Council Meeting Dates  
  
Review request of Tim & Debbie Wilkerson to access sanitary sewer outside of City limits  
  
Approval of Meeting Minutes:  
February 6, 2025  
February 20, 2025

8. Old Business: Ordinance 2025-05, Second Reading, adopting permanent appropriations for current expenses and other expenditures for the period January 1, 2025 through December 31, 2025
9. Communications and reports from City Officials and Committees
- a. Mayor
  - b. Director of Finance
  - c. Administrator
  - d. Public Works Director
  - e. Law Director
  - f. Sergeant
  - g. Council Members
10. Executive Session:
11. Adjournment

Members of the public may address the Council during the Open Forum segment of the agenda. Citizens desiring to address the Council must sign the visitor sheet and state their name and address prior to speaking. Comments are limited to three minutes. Large groups are encouraged to select no more than three spokespersons.

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

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

**Date:** March 4, 2025

**Subject:** Kayak & Canoe Lease Agreement

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Recently, City Staff were approached by Mark & Robyn Bersani, the owners of Loveland Canoe & Kayak, Inc. re: starting a paddle sports service in the City.

After discussing the ideas, they have presented a plan to utilize a small portion of Rogers Park near the boat ramp. They would be open to the public from Memorial Day weekend through Labor Day. Their customers would make online reservations, check in at Rogers Park, then they would be driven to the Hall's Creek access on River Road. The trip back to the boat ramp is about three (3) miles. They would have a small, mobile office on the part shown on the map included with the lease agreement as well as having access to the restrooms & concession stand.

This service would benefit the City in numerous ways:

- 1) Provide another easily accessible amenity for current & future residents;
- 2) Expose their customers from other parts of the region to our City; and
- 3) Benefit local businesses, such as Chubby's & the Family Food Mart, with the projection of over 4,000 customers in a 3-month period coming into the City.

We are recommending this agreement be passed as an emergency in order to allow the Bersanis to begin the preparation to get the service up and running.

The Bersanis will be at the meeting to give some background on their business and answer any questions you may have. If you have any questions or need additional information, please contact me.

## HOW WE STARTED

People often ask how we got into this business. It's a funny story: while training for the Chicago Marathon in 2003 Robyn suggested we buy the canoe business that was for sale. I laughed, thinking our busy lives wouldn't allow it, as I was in sales and she was teaching while also juggling our daughters' activities. However, our love for the outdoors and my desire to own a business led us to jump right in and start paddling!



## WHERE WE ARE TODAY

Celebrating our 21st season, we are delighted to reflect on the memorable experiences we create for our customers. They leave with smiles after enjoying the beauty of The Little Miami River. As a destination business, we proudly draw 15,000-17,000 visitors to Loveland every summer, fostering a vibrant atmosphere that extends beyond our riverbanks. These visitors not only enjoy their time on the river but also contribute to the local economy by dining and shopping at nearby establishments, creating a ripple effect of support for the community. We look forward to many more seasons of shared adventures and community connection.



## OUR COMMITMENT

### Community

At Loveland Paddlesports, we are committed to cultivating a family-friendly environment that encourages the exploration and enjoyment of the Little Miami River through engaging outdoor activities. We take great pride in adhering to exemplary business practices that support the local economy and emphasize the importance of hiring local talent.

### Conservation

We are committed to being responsible guardians of the River and the surrounding environment. Our involvement includes serving on the Scenic River Councils and the Little Miami Conservancy. Additionally, we organize numerous river clean-up events and contribute donations to support these organizations.



## OUR PLAN

- Our goal is to provide enhanced access for customers eager to discover new areas of The Little Miami River.
- We anticipate creating 10-12 job opportunities by hiring from the local community.



## DAYS AND HOURS OF OPERATION:

**TRIPS ARE PLANNED TO DEPART EVERY HOUR BETWEEN 9:00 AM AND 3:00 PM, OPERATING DAILY FROM MEMORIAL DAY THROUGH LABOR DAY.**



## OUR PROPOSAL

- LEASE OF LAND CLOSEST TO RIVER ACCESS IN ROGERS BALLPARK
- USE OF RESTROOMS AND CONCESSION STAND
- ABILITY TO ADD BUSINESS SIGNAGE WITHIN OR NEAR THE PARK
- PERMISSION TO PLACE A SMALL MOBILE UNIT TO ACT AS AN OFFICE
- IF APPROPRIATE, USE OF FENCED IN AREA NEAR WELL STATION TO SECURE EQUIPMENT
- WE WILL KEEP THE PROPERTY CLEAN AND MAINTAIN OUR TRASH SERVICE
- WE WILL RUN REGULAR RIVER CLEAN-UPS
- WE WILL PARTICIPATE IN LOCAL EVENTS



# South Lebanon, Ohio

MARK AND ROBYN BERSANI

January 27, 2025

Jerry Haddix  
City Administrator  
City of South Lebanon  
10 N. High St.  
South Lebanon, OH 45065

Dear Mr. Haddix,

I'm reaching out to share my experience with Loveland Paddlesports. I have known the Bersanis for almost a decade, first from working with Robyn at JF Burns Elementary School, and then by partnering with her and Mark on several different projects through my position as a Park Naturalist at the Warren County Park District.

I have nothing but good things to say about the business! They have continually supported my efforts at the Park District to encourage kids to "unplug and get outside" by assisting with our annual Cops & Bobbers Fishing Derby and our 100-Hours-Outside challenge. Their dedication to our community is admirable and I love that they are a family-friendly business that showcases strong moral values along the river and beyond. I have partnered with Mark on a kayak trip for Loveland High School students, sharing information about the Little Miami River and its importance to our community, and have helped Robyn lead hands-on elementary school programs in cooperation with the Little Miami Conservancy.

In 2024, a group of small businesses, non-profits, and local government organizations formed the "Warren County Outdoor Recreation Group" to help support each other in sharing the wonderful offerings within our county, and Mark and Robyn have been a part of it since its inception. In attending the meetings, I have learned that in addition to providing healthy recreational opportunities, the Little Miami River corridor provides countless economic benefits, both in drawing in visitors and in creating more jobs within the community. The bustling restaurants and shops in downtown Loveland are a testament! It would be so exciting to see this continue to grow if Loveland Paddlesports is permitted to operate in South Lebanon.

Sincerely,



Shannon Pennington  
[shannon.pennington@co.warren.oh.us](mailto:shannon.pennington@co.warren.oh.us)  
513-833-7360

Mr. Jerry Haddix  
City Administrator  
City of South Lebanon  
10 N. High Street  
South Lebanon, OH. 45065

January 24, 2025

Subject: Loveland Paddle Sports

Dear Jerry,

Thank you for taking the time to read my letter. I know how busy you must be, so I'll keep it brief.

First, congratulations on all the positive momentum in South Lebanon. As a proud resident of Loveland, I'm naturally partial to my own town, but if we were ever to consider relocating, South Lebanon—with its charm and natural resources—would be a top contender. It's clear that our communities share a lot of similarities.

I'm reaching out today to discuss one of the shared natural resources that benefit both our communities: The Little Miami River. In Loveland, we've been fortunate to have Mark and Robyn Bersani running Loveland Paddle Sports, a thriving business that benefits everyone in our area.

When we opened Paxton's Grill 25 years ago, downtown Loveland was much quieter. Over the years, many businesses have come and gone, but Loveland Paddle Sports has been a steady anchor for the past two decades. Their operation draws customers from across the Tri-State area, many of whom wouldn't visit Loveland otherwise. As a business owner in downtown Loveland, I can attest to how vital it is to attract visitors from outside our town, both for our success and the ongoing growth of the area.

Beyond their business success, Mark and Robyn are deeply committed to our community. They are not only excellent stewards of the river and the environment, but they're also actively involved in a variety of local events. This engagement is crucial in building a thriving, vibrant community.

I understand there's potential for them to bring their successful model to South Lebanon. I can't speak highly enough about Mark and Robyn—both as business owners and as community leaders. I've known them for years and can confidently say they are wise, reasonable, and realistic. I have no doubt that South Lebanon would benefit from welcoming them and their business into your community.

Thank you again for your time. Please don't hesitate to reach out if you'd like to discuss this further. I can be reached directly at 513-659-8604.

Best regards,

Kevin Egan

Managing Partner Paxton's Grill & Ramsey's Trailside  
President, Board of Directors, Little Miami River Chamber of Commerce  
Principle, Callahan Financial



Aimee Jacob  
Playa Bowls Loveland  
124 W Loveland Ave  
Loveland, OH 45140

January 25, 2025

Jerry Haddix  
City Administrator  
City of South Lebanon  
10 N High St  
South Lebanon, OH 45065

Loveland Paddlesports

Dear Jerry,

Hello! I would like to introduce myself not only as a neighboring business owner to Loveland Paddlesports, but a long time customer and now friend of Mark and Robyn Bersani. Our family has enjoyed years of paddling down the Little Miami River, it is a favorite summer activity that everyone loves. The Bersani Family had a vision and we reap all the benefits - family time, outdoor adventure and the ability to plan an entire day right here in our hometown of Loveland, Ohio. After kayaking we head to the local restaurants for lunch and check out all the shops. At Loveland Paddlesports the safety, care of the environment, business model and customer service are top notch. From the time we book our trip, transportation to launch, to the friendly crew that are there to pull up the kayaks, nothing is overlooked for a perfect day on the Little Miami. It is also incredible to see all the familiar faces in their employees, seeing their family hands on and so many young adults that our sons went to school with loving their job.

Last March, we opened Playa Bowls Loveland, a super fruit bowl and smoothie shop. We knew that Downtown Loveland was the perfect spot, with kayaking, bike trail, restaurants and shops. To promote our business we reached out to Loveland Paddlesports to collaborate on a kayak giveaway and Mark and Robyn did not hesitate, they believe in investing in this community. It has paid off! We absolutely love when a group comes in after they did the 5 mile kayak trip ready to order their bowls and smoothies. Everyone is so happy, they loved their time with friends or family on the river and their day is still going.

The Bersani Family has become a regular name at Playa Bowls Loveland. They are loyal customers who believe in everyone around them. We love when Elena, Robyn and Mark stop in, they make our shop part of a community. It is evident that they work hard at their business and want everyone to succeed.

I believe that any community would be fortunate to have The Bersani Family's investment. Employment opportunity, economic growth and environmental care.

Sincerely,  
Aimee Jacob  
Owner, Playa Bowls Loveland  
513-383-3354  
ajacob@playaloveland.com



January 26, 2025

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

Re: Loveland Paddlesports/Mark and Robin Bersani

Dear Mr. Haddix:

We are the owners of Mile 42 Coffee in downtown Loveland. For five years, we have had the pleasure of being the business neighbor and friends of Mark and Robin Bersani and Loveland Paddlesports. Without reservation, we would recommend any city to embrace the opportunity for the Bersanis and Loveland Paddlesports to be part of their business community.

Mark and Robin care about their community and especially the Little Miami River. While the Little Miami may be the lifeblood of Loveland Paddlesports, the Bersanis treat the River more as a friend and natural asset which must be protected and nurtured. The Bersanis coordinate River Cleanup events and trips in which urban youth are exposed to the beauty and wonder of the Little Miami River. The Bersani Family is actively involved in the preservation and improvement of the River. The Bersanis know that our area relies on the vitality of the Little Miami River, and they are important contributors to its preservation.

The Bersanis and Loveland Paddlesports provide a regular source of business and activity through their kayak and canoe trips. Mile 42 Coffee is the beneficiary of these visitors, as are the restaurants, retail shops, boutiques and breweries in Loveland. We are confident the expansion of Loveland Paddlesports to South Lebanon would bring a similar influx of business activity to your community. Mark and Robin are also generous sponsors and supporters of community events in the Loveland area.

As business owners, we admire how the Bersanis operate Loveland Paddlesports. Their business hires numerous high school and college students, many of whom return summer after summer because they enjoy the experience of working with the Bersanis. Loveland Paddlesports treats its customers with respect and dignity and provides an exciting opportunity for these visitors to enjoy their morning or afternoon on the Little Miami River. Loveland Paddlesports and Mark and Robin Bersani are important and enthusiastic members of the Loveland Business Community.

South Lebanon would not regret providing the opportunity for the Bersanis and Loveland Paddlesports to establish an operation in your community. If we can provide any further information or answer any questions, please contact either one of us at [mile42coffee@gmail.com](mailto:mile42coffee@gmail.com) or 513-509-6825.

Thank you for your consideration.

Sincerely,

S/TRB

Tim and Jackie Butler

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-07**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF  
FINANCE TO EXECUTE A LEASE AGREEMENT WITH LOVELAND CANOE &  
KAYAK, INC., AND DECLARING AN EMERGENCY**

**WHEREAS**, the owners of the Loveland Canoe & Kayak, Inc. dba River Dogs Paddle Sports has submitted a proposal to utilize a portion of Rogers Park, in the City of South Lebanon to operate a canoe and kayak rental service along the Little Miami River; and,

**WHEREAS**, City Staff has reviewed the proposal and has negotiated an agreement that benefits the City of South Lebanon; and,

**WHEREAS**, the service provided Loveland Canoe & Kayak, Inc. will provide an economic benefit to the City and the existing businesses within the City by increasing tourism within the City; and,

**WHEREAS**, immediate action is required to approve said agreement to allow sufficient time to prepare for the upcoming season and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** Approve a Lease Agreement with Loveland Canoe & Kayak, Inc., a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute an Amendment on behalf of the City.

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

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

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

**Resolution No. 2025-07**

**Page 2**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

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



## Lease Agreement

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This Lease Agreement (the “Lease”) is entered into by and between the CITY OF SOUTH LEBANON, OHIO, an Ohio municipal corporation, whose mailing address is 10 N. High Street, South Lebanon, OH 45065, and telephone number is (513) 494-2296, acting by and through its elected City Council (hereinafter, “Lessor”) and LOVELAND CANOE & Kayak, INC. dba RIVER DOGS PADDLESPORTS, organized as an Ohio for-profit corporation, whose mailing address is 200 Crutchfield Place, Loveland, Ohio 45140, and telephone number is (513) 683-4611 (hereinafter, “Lessee”), the effective date being the last date upon which all parties have fully executed this Lease.

The Parties do hereby enter into this Lease based on the following terms and conditions:

### **A. Lease of Premises**

In consideration of the monthly rent payment consideration set forth in Section B.2. of this Lease, and other promises and covenants herein of Lessee, Lessor hereby leases to Lessee the right to occupy the delineated areas of the Property (Exhibit “A”) located at Rogers Park, South Lebanon, Ohio, consisting of the approximately 2.3 acres and use of the concession stand/restroom facilities (collectively the “Leased Premises”).

The rights of Lessee and customers of Lessee to use the parking spaces located on the Leased Premises shall be non-exclusive and first-come, first right to use. The parties acknowledge that Lessor and any lessees, renters, tenants, and short term users, and their invitees and guests, shall also have non-exclusive rights to use the parking spaces located on the Leased Premises.

### **B. Term; Rent; Holdover Tenancy**

#### **1. Term**

The term of this Lease shall be from 8:00 a.m. on May 15<sup>th</sup> through 8:00 p.m. on Labor Day for three (3) annual seasons, beginning on May 15, 2025, and ending on September 6, 2027.

**2. Rent: Monetary and in-kind Consideration**

- A. Periodic Monetary Rent Payment. The rent for the term under this Lease shall be the sum of FIVE HUNDRED DOLLARS (\$500.00) per month (and \$16.67 per day for months less the entire month), each in advance, with the first rent installment due and payable May 15, 2025, and subsequent rent installments due and payable on the first business day of each month thereafter. These periodic rent payments may be prepaid in advance at Lessee's discretion.

**3. Holdover Tenancy**

Lessee may not remain in possession of any part of the Leased Premises after expiration or termination of this Lease.

**C. Use and Occupancy**

**1. Manner and Purpose**

The Leased Premises will be used and occupied by Lessee in a careful, safe, sanitary and proper manner.

**2. Hazardous Activities**

Lessee will not carry on or allow any hazardous activity or use of the Leased Premises, nor will Lessee knowingly take any action which will invalidate insurance coverage on the Leased Premises. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measure to protect the safety of persons and property.

**D. Inspection of Leased Premises by Lessee; No Warranty of Fitness**

Lessee has inspected the Leased Premises and acknowledges that Lessor has made no representation, and there is no express or implied warranty by Lessor with respect to the fitness of the Leased Premises for any particular use or purpose. The Lessee hereby accepts the Leased Premises, including any part currently occupied by other tenants, as-is and where-is.

## **E. Obligations of Lessor and Lessee Not Otherwise Provided Herein**

### **1. Utilities**

The Lessor shall be responsible for all existing water, sanitary sewer, trash, and electric services to Rogers Park. The costs for any additional services required by the Lessee shall be the responsibility of the Lessee. If said additional services are in addition to existing services, the costs shall be pro-rated and charged to the Lessee.

Lessee shall be solely responsible for any telephone, cable and all other services that Lessee elects to have connected, or any sub-lessee herein permitted elects to have connected, to the Leased Premises. Lessee shall be solely responsible for removal of such services once Lessee (or sublessee) vacates the Leased Premises.

### **2. Lessee's Expenses for Maintenance and Improvements**

Lessee will promptly pay all obligations incurred by Lessee in maintaining any improvements of the interior or exterior of the Leased Premises. Nothing in this Lease shall be construed to require Lessor to make any interior or exterior improvements prior to or during the term of this Lease. Any improvements shall meet all applicable building and/or zoning requirements.

### **3. Items to be Maintained by Lessee**

Each of the following will be maintained at the expense of Lessee in good condition, repair, and working order: Interior paint and decoration, interior floor finish and coverings, interior of windows and interior window treatments; interior and exterior doors and security system; HVAC system; electrical system; lighting system and light bulb replacement; bathroom facilities and fixtures, and any exterior signage as herein may be permitted.

### **4. Items to be Maintained by Lessor**

Each of the following will be maintained at the expense of Lessor in good condition, repair, and working order: roof, walls, foundation, structural portions of floor, sidewalks and parking lots, asphalt and parking spaces (outside of Leased Premises), sprinkler system, drain and septic system, fire equipment and controls. Common area maintenance will be limited to snow and ice removal but such service will have secondary priority to snow and ice removal for all public streets and alleys throughout the City of South Lebanon.

## **5. No Cleaning or Janitor Service**

No cleaning or janitor services for the Leased Premises will be provided by Lessor. Lessee shall provide for its own trash removal, and otherwise keep and maintain the Leased Premises in a clean and safe condition.

## **F. Alterations**

Any alterations or additions, interior or exterior, to the Leased Premises may only be made by Lessee with the prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

## **G. Signs**

Lessee may install and maintain a suitable sign on the outside of the Leased Premises that complies with all applicable governmental regulations. Before installing or changing any signage, Lessee shall obtain Lessor's approval of the design, color, size, style, and material of the sign, such approval not to be unreasonably withheld or delayed. At the expiration or termination of the Lease, Lessee at its sole expense shall remove all signs installed by Lessee.

## **H. Waste**

Lessee will not commit or allow any waste on the Leased Premises.

## **I. Insurance; Hold Harmless & Indemnification**

### **1. Insurance [TO BE CONFIRMED BY LESSEE]**

As consideration for Lessor leasing the Premises to Lessee under the terms in this Lease, Lessee shall carry general liability insurance, with no interruption of coverage during the entire term of this Lease. Lessee further agrees that in the event that its general liability policy is maintained on a "claims made" basis, and in the event that this Lease is terminated, Lessee 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. Lessee shall provide Lessor with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to Lessor. 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 Lessor in writing;

(b) The insurance coverage must have 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;

The general liability insurance shall name Lessor, its elected and appointed officials, agents, employees and volunteers as additional insureds on the insurance policy with waiver of subrogation against Lessor, and shall furnish Lessor with a certificate 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 additional insured with the same coverage and duty to defend as the primary coverage provides for Lessee.

In the event Lessee should ever have employees during the term of this Lease, Lessee shall maintain statutory Worker's Compensation and Employer's Liability insurance coverage in compliance with all laws of the State of Ohio.

## **2. Hold Harmless and Indemnification**

Lessee agrees to indemnify and hold harmless Lessor and its elected and appointed officials, agents and employees, and their successors and assigns (the "Lessor Indemnitees") from any and all third party claims against any of the Lessor Indemnitees for wrongful death, bodily or personal injury and/or property damage, including costs of investigations, all expenses of litigation including reasonable attorney fees arising out of the negligence or willful misconduct relating to the occupancy, use or misuse of the Leased Premises by Lessee, its guests and invitees.

### **J. Entry by Lessor**

Lessee will permit Lessor or its agents to enter the Leased Premises at all reasonable times to examine and/or inspect the Leased Premises. Lessor shall give at least 24 hours' prior written notice prior to entering the Leased Premises, except in the case of an emergency no prior notice shall be required.

**K. Assignment and Subletting**

Lessee will not assign this Lease, or sublet any part of the Leased Premises, without Lessor's express written consent. Any sublease must be approved as the form and content by Lessor including review by its insurer and legal counsel.

**L. Covenants of Title and Quiet Enjoyment**

Lessor warrants that it is the lawful owner of the Leased Premises and has good right and power to enter into this Lease. If Lessee pays the rent as agreed, and fulfills all other conditions and obligations under this Lease, Lessee may quietly enjoy the Leased Premises without hindrance by Lessor or any person lawfully claiming under Lessor.

**M. Liens and Encumbrances**

Lessee or any sub-lessees herein permitted shall not engage in any activities or take any action, or fail to take any action that will create or that may result in the creation of a lien or encumbrance against the Leased Premises. In the event a lien or encumbrance against the Leased Premises results from the actions or inactions of Lessee or any sub-lessee herein permitted, the Lessee shall be solely responsible for discharging such lien or encumbrance, and in the event Lessee fails to fully discharge and release such lien or encumbrance within a reasonable time after being notified by Lessor of such lien or encumbrance, Lessor is entitled to take action to remove such lien or encumbrance, and all costs and expenses, including without limitation, reasonable attorney's fees and costs shall be paid by Lessee to Lessor.

**N. Responsibility for Personal Property**

Lessee is solely responsible for the safe keeping and insuring all tangible and intangible personal property located on the Leased Premises that belongs to Lessee or its sub-lessees herein permitted, and its agents, employees, licensees, guests and invitees. Lessee shall be solely responsible for obtaining its own contents insurance coverage for personal property.

**O. Damage to Leased Premises; Appropriation of Leased Premises**

**1. Damage or Destruction of the Leased Premises**

If any part of the Leased Premises is damaged or destroyed without Lessee's fault, rendering the Leased Premises unfit for occupancy, Lessee may surrender possession of

the Leased Premises and thereby terminate the Lease with respect to all provisions, remaining liable only for accrued and unpaid rent under the Lease.

## **2. Eminent Domain**

If any part of the Leased Premises is taken under a right of eminent domain, this Lease shall terminate on the date possession is required for the public use, and the taking shall constitute neither an eviction of Lessee nor a breach by Lessor of the covenant of quiet enjoyment. Until possession is required for public use, Lessee may continue to occupy and will pay the rent and observe all other covenants of the Lease.

Lessee shall not be entitled to any part of the award of compensation for a taking under eminent domain, or damages to the residue; Lessor is entitled to the entire amount without deduction for any estate or interest of Lessee.

## **P. Default by Lessee; Remedies of Lessor**

### **1. What Constitutes Default by Lessee**

Lessee is in default under this Lease if: (a) any installment of rent is not paid within ten (10) days after its due date; (b) Lessee fails to perform any other obligation under this Lease, including Lessee's failure to fulfill its obligations contained in the CIP, within thirty (30) days after written notice of the alleged breach is provided by Lessor to Lessee; (c) Lessee vacates the Leased Premises during the term; (d) Lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Lessee's interest in the Leased Premises is subjected to execution, attachment, or other legal process; or, (f) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

### **2. Remedies of Lessor**

If Lessee defaults, Lessor may enter and repossess the Leased Premises as if this Lease had not been made, and the Lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the Leased Premises by Lessor.

### **3. Waiver of Default**

The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

### **Q. Notices**

Except as provided in Paragraph J, all notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor and Lessee shall be mailed or delivered to the address as set forth on the first page of this Lease.

### **R. Lease Binding on Parties and Successors**

This Lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this Lease by Lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

### **S. Law and Venue.**

This Lease shall be construed under the laws of the State of Ohio. This Lease and all other documents referenced herein shall be subject to the parties stipulating hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

### **T. Liability for Attorney's Fees**

In the event any legal action is brought by on behalf of Lessor against Lessee based upon Lessee's default under this Lease, Lessee shall be obligated to pay Lessor's reasonable attorney's fees, plus court costs and expenses relating to such legal action, regardless of whether the action is prosecuted to judgment.



**U. Termination.**

This Lease may be terminated by either party with cause for the other party's default of its obligations herein; provided, that any such termination must be made by written notice from the non-defaulting party to the defaulting party which specifies the default in reasonable detail. Further, this Lease may be terminated by Lessor in the event Lessor shall determine, in its sole discretion that the leased Premises is needed for a municipal purpose. In the event the Lessor terminates the lease for municipal purposes prior to the end of the lease, the Lessor shall give ninety (90) days written notice.

**[Remainder of page intentionally left blank – signature pages follow]**

V. **Execution**

**LESSOR**

**IN EXECUTION WHEREOF**, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Director of Finance, on the date stated below, pursuant to Ordinance Number 2025- , dated \_\_\_\_\_, 2025.

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

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

NAME: Linda S. Burke

NAME: Petina D. Williams

TITLE: Mayor

TITLE: Director of Finance

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

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

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, that on the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Linda S. Burke, Mayor, and Petrina D. Williams, Director of Finance, of the City of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with the above referenced City Ordinance authorizing such act.

**NOTARY PUBLIC:** \_\_\_\_\_

[seal]

**MY COMMISSION EXPIRES:** \_\_\_\_\_

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

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

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

Law Director

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

**LESSEE**

IN EXECUTION WHEREOF, LOVELAND CANOE & KAYAK, INC. dba RIVER DOGS PADDLE SPORTS, the Lessee herein, has caused this Lease be executed by \_\_\_\_\_, its \_\_\_\_\_, on the date stated below, pursuant to corporate Resolution authorizing such act.

**WITNESS AS TO LESSEE:**

**LESSEE:**

LOVELAND CANOE & KAYAK, INC.

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

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

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

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

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

TITLE: \_\_\_\_\_

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

**STATE OF OHIO, COUNTY OF \_\_\_\_\_, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, whose title is \_\_\_\_\_ of LOVELAND CANOE & KAYAK, INC., the Lessee in the foregoing Lease, and acknowledged the signing and execution of this Agreement is his free and voluntary act and deed, in accordance with the aforementioned corporation resolution authorizing such act.

[seal]

**NOTARY PUBLIC:** \_\_\_\_\_

**MY COMMISSION EXPIRES:** \_\_\_\_\_





**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** March 3, 2025

**Subject:** GCWW Interconnection PRV Project Award

---

On February 18<sup>th</sup>, the bids were opened for the GCWW Interconnection PRV (Pressure Reding Valve) Project with Benchmark Land Management, LLC being the apparent low bidder. Attached is a summary of the bid results. Choice One Engineering has recommended that the project be awarded to Benchmark Land Management, LLC (see attached letter).

Attached is a resolution and contract documents related to awarding the contract to Benchmark Land Management, LLC.

The substantial completion date of the project is set for June 30, 2025. Therefore, the contract needs to be awarded immediately and for the resolution adopted by emergency in order to give adequate time to order & receive the required equipment to be installed and to complete the project this construction season.

The completion of this project is required to be completed before we can proceed with painting the water tower, which will require the tower to be offline for a significant amount of time. The PRV will allow Greater Cincinnati Water Works (GCWW) to provide water to our system per their agreement with us during this time.

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

**Date**

February 19, 2025

**Attention**

Jerry Haddix

**Address**

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

**Subject**

GCWW Interconnection PRV Installation  
WAR-SLE-2303

## Dear Jerry Haddix:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the GCWW Interconnection PRV Installation.

Through our evaluation of all bid documents submitted, Benchmark Land Management, LLC, of West Chester, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Benchmark Land Management, LLC

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacob L. Bertke".

Jacob L. Bertke  
Project Manager

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

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

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)





## Bid Tabulation

City of South Lebanon  
GCWW Interconnection PRV Installation  
February 18, 2025

ITEM		UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
NO.	DESCRIPTION																
1	202 REMOVED, AS PER PLAN	LUMP	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1.00	\$1.00	\$5,169.00	\$5,169.00
2	202 CURB REMOVED	FT	40	\$5.00	\$200.00	\$5.00	\$200.00	\$100.00	\$4,000.00	\$10.00	\$400.00	\$1.00	\$40.00	\$12.50	\$500.00	\$31.00	\$1,240.00
3	301 ASPHALT CONCRETE BASE, PG64-22 (449)	CY	11	\$400.00	\$4,400.00	\$450.00	\$4,950.00	\$90.90	\$999.90	*1	\$600.00	\$6,600.00	\$400.00	\$4,400.00	\$545.00	\$5,995.00	\$649.00
4	407 NON-TRACKING TACK COAT	GAL	3	\$20.00	\$60.00	\$1.00	\$3.00	\$300.00	\$900.00	\$10.00	\$30.00	\$10.00	\$30.00	\$9.00	\$27.00	\$372.00	\$1,116.00
5	441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	CY	3	\$640.00	\$1,920.00	\$450.00	\$1,350.00	\$300.00	\$900.00	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00	\$995.00	\$2,985.00	\$955.00	\$2,865.00
6	609 CURB, TYPE 6	FT	40	\$50.00	\$2,000.00	\$60.00	\$2,400.00	\$150.00	\$6,000.00	\$85.00	\$3,400.00	\$40.00	\$1,600.00	\$61.00	\$2,440.00	\$103.00	\$4,120.00
7	611 4" CONDUIT, TYPE B, (707.65), STORM REPAIR	FT	20	\$20.00	\$400.00	\$0.01	\$0.20	\$75.00	\$1,500.00	\$1.00	\$20.00	\$2.00	\$40.00	\$2.45	\$49.00	\$43.00	\$860.00
8	611 6" CONDUIT, TYPE B, (707.65), STORM REPAIR	FT	20	\$20.00	\$400.00	\$0.01	\$0.20	\$75.00	\$1,500.00	\$1.00	\$20.00	\$4.00	\$80.00	\$5.30	\$106.00	\$45.00	\$900.00
9	611 8" CONDUIT, TYPE B, (707.65), STORM REPAIR	FT	20	\$20.00	\$400.00	\$0.01	\$0.20	\$80.00	\$1,600.00	\$1.00	\$20.00	\$6.00	\$120.00	\$9.50	\$190.00	\$49.00	\$980.00
10	614 MAINTAINING TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00	\$10,700.00	\$10,700.00	\$4,500.00	\$4,500.00	\$4,555.00	\$4,555.00
11	623 CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$894.00	\$894.00
12	638 4" D.I.P. CL-52 WATER MAIN, AS PER PLAN	FT	14	\$225.00	\$3,150.00	\$400.00	\$5,600.00	\$264.28	\$3,699.92	*2	\$300.00	\$4,200.00	\$200.00	\$2,800.00	\$185.00	\$2,590.00	\$379.00
13	638 8" D.I.P. CL-52 WATER MAIN, AS PER PLAN	FT	115	\$210.00	\$24,150.00	\$231.00	\$26,565.00	\$180.00	\$20,700.00	\$325.00	\$37,375.00	\$300.00	\$34,500.00	\$256.00	\$29,440.00	\$224.00	\$25,760.00
14	638 12" D.I.P. CL-52 WATER MAIN, AS PER PLAN	FT	38	\$320.00	\$12,160.00	\$580.00	\$22,040.00	\$315.79	\$12,000.02	\$350.00	\$13,300.00	\$600.00	\$22,800.00	\$553.00	\$21,014.00	\$486.00	\$18,468.00
15	638 4" GATE VALVE	EACH	2	\$1,700.00	\$3,400.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$2,100.00	\$4,200.00	\$2,829.00	\$5,658.00
16	638 8" GATE VALVE	EACH	5	\$2,600.00	\$13,000.00	\$2,500.00	\$12,500.00	\$2,275.00	\$11,375.00	\$2,800.00	\$14,000.00	\$2,500.00	\$12,500.00	\$3,300.00	\$16,500.00	\$3,184.00	\$15,920.00
17	638 12" GATE VALVE	EACH	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$9,304.00	\$9,304.00
18	638 12"x 8" TAPPING SLEEVE & VALVE	EACH	1	\$14,000.00	\$14,000.00	\$9,200.00	\$9,200.00	\$8,200.00	\$8,200.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$11,300.00	\$11,300.00	\$14,287.00	\$14,287.00
19	644 EDGE LINE, 6"	FT	70	\$12.00	\$840.00	\$27.00	\$1,890.00	\$26.15	\$1,830.50	\$10.00	\$700.00	\$10.00	\$700.00	\$24.00	\$1,680.00	\$28.00	\$1,960.00
20	659 SEEDING AND MULCHING, CLASS 1, AS PER PLAN	SY	100	\$8.00	\$800.00	\$10.00	\$1,000.00	\$67.50	\$6,750.00	\$2.00	\$200.00	\$2.00	\$200.00	\$9.00	\$900.00	\$46.00	\$4,600.00
21	SPEC WATER PRESSURE REDUCING VALVE PIT, AS PER PLAN	EACH	1	\$87,500.00	\$87,500.00	\$54,485.00	\$54,485.00	\$79,377.44	\$79,377.44	\$65,000.00	\$65,000.00	\$80,000.00	\$80,000.00	\$88,375.00	\$88,375.00	\$70,155.00	\$70,155.00
TOTAL					\$190,280.00		\$164,183.60		\$192,832.78	*3	\$198,415.00		\$199,010.00		\$200,142.00		\$201,256.00

\*1 Total cost doesn't match

\*2 Total cost doesn't match

\*3 Total bid doesn't match

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-08**

**A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE  
OF AWARD TO BENCHMARK LAND MANAGEMENT, LLC FOR THE  
CONSTRUCTION OF THE GCWW INTERCONNECTION PRV INSTALLATION  
PROJECT, AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO  
EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND  
THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, upon inspection of the City's water tower in 2021; it was determined that the tower would require rehabilitation of its interior and exterior surfaces in the near future; and,

**WHEREAS**, after a review by Choice One Engineering in consultation with Greater Cincinnati Water Works (GCWW), it was determined that GCWW would provide a continuous supply of water to the South Lebanon water system while the tower was offline; and,

**WHEREAS**, a pressure reducing valve (PRV) would be required at the interconnection with GCWW to provide adequate water for the City's water system, of which Choice One Engineering has provided the PRV plans and the City has obtained the required permits from the Ohio Environmental Protection Agency (OEPA) for said Project; and,

**WHEREAS**, the City published invitations to bid the Project, and the City Engineer has reviewed all bids timely submitted and recommends, based on the results of the bid opening on February 18, 2025, that the base bid of \$164,183.60 from Benchmark Land Management, LLC was the lowest and best bid; and,

**WHEREAS**, due to the potential long delivery time for the PRV device and the necessity to complete construction of the Project this calendar year, immediate action is required, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

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

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

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

**Resolution No. 2025-08**

**Page 2**

**Section 4.** That 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.

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

Adopted this 6<sup>th</sup> day of March, 2025.

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

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

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

## NOTICE OF AWARD

---

Owner: City of South Lebanon  
Project: GCWW Interconnection PRV Installation  
Bidder: Benchmark Land Management, LLC  
Bidder's Address: 6834 W Chester Rd, West Chester, Ohio 45069

### TO BIDDER:

You are notified that Owner has accepted your Bid dated 2/18/2025 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Installing a pressure reducing valve pit, along with 8" and 12" water main on Mason-Morrow-Millgrove Road in the City of South Lebanon, Ohio.

---

The Contract Price of the awarded Contract is: \$164,183.60

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

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

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

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

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

---

Owner: City of South Lebanon

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*Authorized Signature*

By: Linda Burke

Title: Mayor

Date of Issuance: \_\_\_\_\_

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**CC:** Andrew Meier, Law Director

**Date:** March 4, 2025

**Subject:** Initiation of Zoning Amendment re: the Retail Sale of Cannabis

---

On July 2, 2024, the City Council adopted Resolution No. 2024-24 which imposed a 365-day moratorium on all cannabis-related activities within the City. The moratorium is set to expire on August 2, 2025.

The attached is a resolution would initiate the process to establish permanent regulations into the zoning code with respect to any retail sale of cannabis in the City.

With the moratorium expiring on August 2<sup>nd</sup> and given the length of the zoning amendment process, it is recommended that, if approved, the resolution should be adopted by emergency in order for the Council to act on the zoning amendment prior to August 2<sup>nd</sup>.

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



**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2024-24**

**A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON THE  
ACCEPTANCE, CONSIDERATION, AND/OR GRANTING OF ANY ZONING,  
OCCUPANY, OR OTHER PERMITS OR APPLICATIONS RELATING TO  
CULTIVATORS, PROCESSORS, OR RETAIL DISPENSARIES OF ADULT USE  
CANNABIS WITHIN THE CITY OF SOUTH LEBANON**

**WHEREAS**, pursuant to the constitution of the State of Ohio in the charter of the City of South Lebanon, the City has the power to enact laws that are for the health, safety, and welfare of the citizens of South Lebanon, including zoning laws and business regulations; and

**WHEREAS**, on November 7, 2023, the State of Ohio passed Issue 2, which is an act to control and regulate adult used cannabis (the “Act”) which among other things, legalize the use of cannabis for adults; and

**WHEREAS**, the Act became effective on December 7, 2023 (the “Act”); and

**WHEREAS**, the Act establishes the division of cannabis control within the Ohio Department of Commerce to license, regulate, and establish rules for adult used cannabis operators and laboratories, including rules relating to application and license permits for applicants for cannabis operators (the rules of the division of cannabis control are herein after referred collectively as “the regulations”); and

**WHEREAS**, the Act provides that within nine (9) months of the Act’s effective date, the Division of Cannabis Control is to establish the regulations; and

**WHEREAS**, the Act also provides that municipalities may adopt an ordinance by majority vote to limit or prohibit the number of adults use operators within the municipal corporation, with certain limitations to be set forth by the Division of Cannabis Control; and

**WHEREAS**, the extent of provisions of the regulations are currently unknown and will likely not be known by the Act’s effective date or until the Division of Cannabis Control finalizes the regulations; and

**WHEREAS**, upon review of the Act, it is not clear if a person or entity can establish a use within the City on or after the Act’s effective date relating to the cultivation, processing, or retail dispensary of adult use cannabis within the City after the effective date of the Act but prior to the passage of the regulation; and

**WHEREAS**, the City has no existing provisions in its ordinances or zoning regulations relating to the legal use of adult-use cannabis not related to medical marijuana dispensary;

**WHEREAS**, prior to considering regulations on adult-use cannabis dispensaries, City Council desires to have a better knowledge of the applicable federal law, newly implemented state law, and future regulations and other issues generally associated with recreational use of cannabis and may impact the health, safety, welfare of the citizens of the City of South Lebanon; and

**WHEREAS**, A moratorium on certain matters related to adult-use cannabis dispensaries will allow the Planning Commission and City Council to know the regulations the Division of Cannabis Control will establish, to more fully consider the issues prior to enacting any legislation; and

**WHEREAS**, given the time needed to fully review the current laws, trends, background, and issues associated with adult-use cannabis dispensaries, to propose, draft, and present regulations, City Council believes that ~~180~~ **365** days is a reasonable time to obtain the information it needs.

**NOW, THEREFORE BE IT RESOLVED** by a majority of the Council of the City of South Lebanon, Ohio, as follows:

**Section 1.** A temporary moratorium on the consideration and/or granting of any applications for local licensing approval, and any zoning, occupancy, or other permits related to cultivators, processors, or retail dispensaries of adult-use cannabis within the City of South Lebanon.

**Section 2.** The duration of the moratorium shall commence with the passage of this resolution and shall end, unless shortened or extended by City Council ~~180~~ **365** days after the passage of this resolution.

**Section 3.** The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

**Section 4.** 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 5.** This resolution shall be effective upon passage.

**Resolution No. 2024-24**  
**Page 3**

Adopted this 2<sup>nd</sup> day of July, 2024.

Linda S. Burke  
Linda S. Burke, Mayor

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

Rules Suspended: - (if applicable)

First Reading: 6/20/24

Second Reading: 7/2/24

Vote: 6 Yeas  
   Nays

Effective Date: 8/2/24

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
South Lebanon, Ohio

By: [Signature]  
Date: 7/2/2024

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-09**

**A RESOLUTION TO INITIATE A ZONING TEXT AMENDMENT TO SECTION 15.9.9 (1)(g) [B-1 NEIGHBORHOOD BUSINESS DISTRICT] AND SECTION 15.9.10 (1)(m) [B-2 GENERAL BUSINESS DISTRICT] OF THE CITY ZONING CODE, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, per Resolution No. 2024-24, the South Lebanon City Council imposed a 365-day moratorium on cannabis-related activities within the City of South Lebanon with an effective date of August 2, 2024; and,

**WHEREAS**, the City Council desires to enact a permanent zoning regulation of the City Zoning Code related to the retail sale of cannabis within the City; and,

**WHEREAS**, per Section 15.7.3(1) of the City Zoning Code, City Council, by adoption of a resolution, may initiate an amendment to the Zoning Code; and,

**WHEREAS**, the City enacted Resolution 2024-24 on July 2, 2024, related to a temporary moratorium; and

**WHEREAS**, immediate action is required as the current moratorium expires on August 2, 2025, 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 Council hereby initiates a zoning resolution to amend the text of the City Zoning Code to enact permanent zoning regulation with respect to the retail sale of cannabis, per the attached Exhibit “A”.

**Section 2.** That the City Administrator is directed to forward this request to the City Planning Commission.

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure in accordance with 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. 2025-09**

**Page 2**

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

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

## **EXHIBIT “A”**

### **Sec 15.9.9            B-1 Neighborhood Business District Regulations**

1. Principal Permitted Uses:
  - a. Business or professional offices
  - b. Churches and similar places of worship
  - c. Financial Institutions
  - d. Home furnishings sales/rental/repair
  - e. Printing, copying, and publishing establishments
  - f. Restaurants
  - g. Retail stores or rental/lease establishments, including those which sell petroleum products but do not do on-site servicing or repair work AND EXCLUDING CANNABIS RETAIL ESTABLISHMENTS, INCLUDING RECREATIONAL AND MEDICINAL.
  - h. Service businesses which do not do on-site installation or repair work
  - i. Studios, salons and health clubs

### **Sec 15.9.10          B-2 General Business District Regulations**

1. Principal Permitted Uses:
  - a. Animal hospitals/Kennels
  - b. Automotive, mobile home, farm implement, sales, service, rental or lease establishments
  - c. Building and related trades, including sales areas
  - d. Business or professional offices
  - e. Car washes
  - f. Churches and similar places of worship
  - g. Financial Institutions
  - h. Home furnishings sales/rental/repair
  - i. Medical clinics
  - j. Motels and Hotels
  - k. Motion picture theatres, indoor or outdoor printing, copying, and publishing establishments
  - l. Restaurants
  - m. Retail stores including those which sell petroleum products and may do on-site servicing or repair work AND EXCLUDING CANNABIS RETAIL ESTABLISHMENTS, INCLUDING RECREATIONAL AND MEDICINAL.
  - n. Service businesses which may do on-site installation or repair work
  - o. Studios, salons and health clubs

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Jerry Haddix, City Administrator  
**From:** Tina Williams, Director of Finance  
**Date:** March 3, 2025  
**Subject:** County Auditor Amended Certificate of Estimated Resources

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The attached amended certificate is required to be submitted to the County Auditor to authorize changes to the City's 2025 estimated revenues.

Changes to revenue estimates are based on the City's final 2025 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 6, 2025

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, 2025**. The changes in the following funds are necessary.

**General Fund – increase of \$197,831**

Increase in Revenue from Other Sources from \$3,878,797 to \$4,076,628.

The increase is for additional revenue expected from a Community Development Block Grant for repaving King Avenue.

**Street Fund (2011) – increase of \$130,250**

Increase in Revenue from Other Sources from \$375,000 to \$505,250.

The increase is due to County Vehicle Tax Funds the City expects to receive from the County for 2025 Street Paving Projects.

**Park Fund (2041) – decrease (\$2,500)**

Decrease in Revenue from Other Sources from \$15,000 to \$12,500.

The decrease is due to less revenue expected from zoning permits based on 2024 revenue.

**Permissive Tax Fund (2101) – increase of \$5,000**

Increase in Revenue from Other Sources from \$45,000 to \$50,000.

The increase is due to additional permissive tax revenue expected based on 2024 collections.

**TIF Fund / Riverside (2909) – increase \$100,000**

Increase in Revenue from Other Sources from \$950,000 to \$1,050,000.

The increase is due to revised estimates for payments in lieu of taxes based on 2024 collections.

**Water Operating Fund (5101) – increase of \$400,000**

Increase in Revenue from Other Sources from \$1,115,000 to \$1,515,000.

The increase is due to the additional revenue we expect to receive from servicing new water customers and additional tap fees from new developments at Highmeadows and Rivercreek Lofts.

**Sewer Operating Fund (5201) – increase of \$300,000**

Increase in Revenue from Other Sources from \$1,513,000 to \$1,813,000.

The increase is due to the additional revenue we expect to receive from servicing new customers and additional tap fees from new developments at Highmeadows and Rivercreek Lofts.

**Sanitation Operating Fund (5601) – increase of \$63,000**

Increase in Revenue from Other Sources from \$537,000 to \$600,000.

The increase is due to the additional revenue we expect to receive from servicing new customers and estimates based on the 2024 collections.

**Mason Morrow Millgrove Improvements (4904)– increase of \$9,533.77**

Increase in Revenue from Other Sources from \$0 to \$9,533.77.

The increase is to record the expected final grant payment for the project 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, 2025**

FUND	Unencumbered Fund Balance 1/1/2025	Property Tax	Other Sources	Total
<b>GENERAL</b>	5,689,788.01	287,000.00	4,076,628.00	
<b>(Local Government)</b>			29,059.08	10,082,475.09
<b>SPECIAL REVENUE</b>				
Street	1,434,220.30		505,250.00	1,939,470.30
Shepherd's Crossing Improvements	4,059.79		-	4,059.79
Permissive Tax	265,943.43		50,000.00	315,943.43
Homestead Improvements	26,421.68		-	26,421.68
Park	51,625.89		12,500.00	64,125.89
DUI	1,625.00		-	1,625.00
Mayor's Court Special Projects	3,197.93		2,000.00	5,197.93
TIF Fund - Rivers Crossing	973.95		1,300,000.00	1,300,973.95
Indigent Alcohol Monitoring	1,752.65		-	1,752.65
TIF Fund - Riverside	972.74		1,050,000.00	1,050,972.74
OneOhio Opioid Settlement	3,855.58		500.00	4,355.58
<b>ENTERPRISE</b>				
Water	3,289,495.06		1,515,000.00	4,804,495.06
Sewer	6,969,020.66		1,813,000.00	8,782,020.66
Sanitation	419,038.61		600,000.00	1,019,038.61
Deposit Trust	145,146.37		19,000.00	164,146.37
Utility Maintenance Reserve	139,207.77		5,000.00	144,207.77
<b>CAPITAL PROJECTS</b>				
Mason Morrow Millgrove Imp	0.00		9,533.77	9,533.77
Morrow Road Reconstruction	0.00		519,244.00	519,244.00
<b>DEBT SERVICE</b>				
<b>CUSTODIAL FUND</b>				
Unclaimed Funds	2,281.13		1,000.00	3,281.13
<b>TOTALS</b>	<b>18,448,626.55</b>	<b>287,000.00</b>	<b>11,507,714.85</b>	<b>30,243,341.40</b>
			11,794,714.85	

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**From:** Jennifer O'Brien, Clerk of Council  
**Date:** February 27, 2025  
**Subject:** Change in Dates for Upcoming Council Meetings

---

Due to the council meeting dates on or near The Fourth of July and Juneteenth, we are recommending rescheduling the upcoming council meetings originally scheduled for Thursday, June 19, 2025, at 6:00 p.m. and Thursday, July 3, 2025, at 6:00 p.m.

Therefore, we propose rescheduling the dates for the City's Council Meetings as follows:

**Proposed Dates for Rescheduling Council Meetings**

- Tuesday, June 17, 2025, at 6:00 p.m.
- Tuesday, July 1, 2025, at 6:00 p.m.

**Previously Scheduled Council Meetings**

- Thursday, June 19, 2025, at 6:00 p.m.
- Thursday, July 3, 2025, at 6:00 p.m.

Thank you,

Jennifer O'Brien/Clerk of Council

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**CC:** Andrew Meier, Law Director

**Date:** March 4, 2025

**Subject:** Wilkerson Sanitary Sewer Request at SR48 & Zoar Rd.

---

Recently, we received an inquiry from Tim & Debbie Wilkerson who own the 56 acres at the NW corner of State Route 48 & Zoar Road about the possibility of annexation with the main reason being access to sanitary sewer. Based on conversations with the owners, the County would require costly upgrades to access the County system.

In reviewing the property, it was determined that their property could not be annexed without additional adjoining properties being annexed. Annexation has, to the best of my knowledge, been a prerequisite for access to the City's sanitary sewer system.

The Wilkerson's have requested access to the City's sanitary sewer with the nearest location being at the west side of the St. Phillips Church property. They would have to pump the sewerage to that manhole.

Our capacity at the treatment plant is currently a daily average of 850,000 gallons per day. Our current usage from the last report is 550,000 gallons. The Wilkersons are projecting using 33,000 gpd. Between now and Thursday night, I will collect the data on our future usage projections.

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

## **Jerry Haddix**

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**From:** twilkerson@zoomtown.com  
**Sent:** Thursday, February 20, 2025 3:06 PM  
**To:** Jerry Haddix  
**Subject:** Access to sewers  
**Attachments:** South Lebanon flow.pdf

Jerry

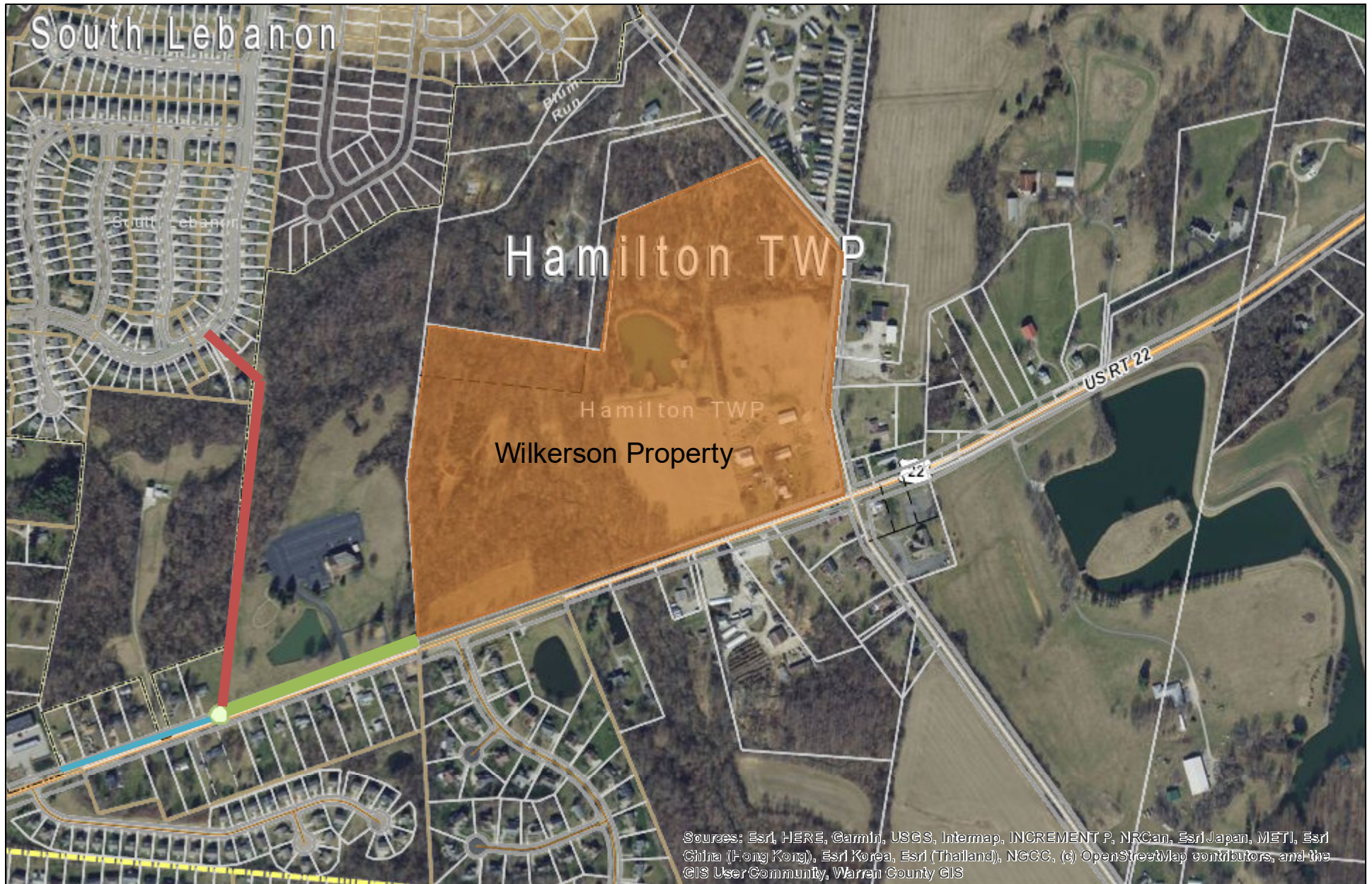
I've attached a file with the flow information. Our intention would be to ask for access for all of the property which would be 56 acres. We have a developer who is interested in 30 acres which would leave us with 26 acres next to the church. The developer has added capacity to cover anticipated need for some business and residential on the 30 acres and some residential on the remaining 26 acres. I believe the first thing we need to know is if the current gravity line by the church handle the estimated flow. If it can then we can proceed to the next logical step of requesting access from the city. If you have any questions or concerns please let me know. I appreciate your help and look forward to exploring the issue of the city suppling sewer service to our property.

Thank you

Tim and Debbie Wilkerson

	Units/SF	GPD	Subtotal
Treplus	130	150	19,500
Retail	7500	125	938
Single Family	50	250	12,500
Total			32,938





Date: 3/4/2025

Cadastral Lines	Corporate Line	Parcel Line	Hardware
all other values	County Line	ROW Unknown Width Line	Subdivision Ltd Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Auditors Trad Line	Overpass Line	School Line	Trad Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 752 feet

## Wilkerson

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

# OLD BUSINESS

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Jerry Haddix, City Administrator  
**From:** Tina Williams, Director of Finance  
**Date:** February 18, 2025  
**Subject:** Ordinance 2025-05 “Permanent” 2025 Appropriations

---

Attached is Ordinance 2025-05 approving “Permanent” Appropriations for fiscal year 2025. It will replace the “Temporary” appropriations previously adopted by Ordinance 2024-28 on December 19, 2024.

There will be a full presentation of the 2025 Operating and Capital Budget to the Council at the March 6, 2025 meeting.

Total appropriations for 2025 are \$14,701,042.72 compared to \$14,271,268.10 for 2024. Attached is a comparison of the proposed 2025 Permanent Appropriations to the 2024 Final Appropriations. The 2025 Budget includes over \$12.8 million in capital projects with grants funding \$1.6 million and debt funding \$7 million. Attached is the proposed 2025 Capital Budget.

The detailed 2025 Operating and Capital Budget document will be sent out to the Council on February 24, 2025.

The budget is scheduled to be adopted at the March 6, 2025, meeting and is required to be adopted by April 1<sup>st</sup>.

	2024 <i>Final</i> Appropriations	2025 <i>Permanent</i> Appropriations
<b>GENERAL FUND - 1000</b>		
110 Police Enforcement		
Personal Services	6,000.00	6,000.00
Operating Expenses	805,232.91	853,765.00
Capital Outlay	208,250.00	40,250.00
	<u>1,019,482.91</u>	<u>900,015.00</u>
130 Street Lighting		
Operating Expenses	55,000.00	55,000.00
210 Health Services		
Operating Expenses	5,000.00	5,000.00
220 Human Services		
Operating Expenses	8,000.00	8,000.00
320 Parks and Recreation		
Operating Expenses	70,000.00	80,000.00
531 Administration-Public Utilities		
Personal Services	235,700.00	235,700.00
710 Council & Administration		
Personal Services	500,100.00	560,925.00
Operating Expenses	38,850.00	41,350.00
	<u>538,950.00</u>	<u>602,275.00</u>
720 Mayor's Court		
Personal Services	65,000.00	68,500.00
Operating Expenses	8,800.00	8,400.00
	<u>73,800.00</u>	<u>76,900.00</u>
725 Finance		
Personal Services	125,000.00	142,000.00
Operating Expenses	36,070.00	34,200.00
	<u>161,070.00</u>	<u>176,200.00</u>
730 Land and Buildings		
Operating Expenses	93,000.00	93,000.00
740 Property Tax Collection Fees		
Operating Expenses	23,800.00	8,000.00
750 Solicitor		
Personal Services	27,000.00	27,000.00
755 Income Tax		
Personal Services	100,000.00	135,000.00
Operating Expenses	102,450.00	79,350.00
	<u>202,450.00</u>	<u>214,350.00</u>
790 Other General Government		
Operating Expenses	318,400.00	335,200.00
800 Capital Improvements		
Capital Outlay	1,412,055.00	2,313,539.00
910 Transfer – Out to Debt Service	632,812.50	0.00
<b>GENERAL FUND TOTAL</b>	<u><u>4,876,520.41</u></u>	<u><u>5,130,179.00</u></u>

	2024 <i>Final</i> Appropriations	2025 <i>Permanent</i> Appropriations
<b>STREET FUND - 2011</b>		
690 Streets & Transportation		
Personal Services	60,900.00	60,900.00
Operating Expenses	130,200.00	131,600.00
	<u>191,100.00</u>	<u>192,500.00</u>
800 Capital Improvements		
Capital Outlay	544,850.00	580,000.00
850 Debt Service	17,212.10	17,212.10
<b>STREET FUND TOTAL</b>	<u><u>753,162.10</u></u>	<u><u>789,712.10</u></u>
<b>WATER FUND - 5101</b>		
531 Water		
Personal Services	380,300.00	393,500.00
Operating Expenses	875,200.00	955,200.00
	<u>1,255,500.00</u>	<u>1,348,700.00</u>
800 Capital Improvements		
Capital Outlay	595,947.00	521,652.00
850 Debt Service	7,040.72	7,040.72
<b>WATER FUND TOTAL</b>	<u><u>1,858,487.72</u></u>	<u><u>1,877,392.72</u></u>
<b>SEWER FUND - 5201</b>		
541 Sanitary Sewers & Sewage		
Personal Services	382,000.00	372,000.00
Operating Expenses	901,000.00	905,000.00
	<u>1,283,000.00</u>	<u>1,277,000.00</u>
800 Capital Improvements		
Capital Outlay	1,150,000.00	1,760,000.00
<b>SEWER FUND TOTAL</b>	<u><u>2,433,000.00</u></u>	<u><u>3,037,000.00</u></u>
<b>SANITATION FUND - 5601</b>		
561 Refuse Collection & Disposal		
Personal Services	17,000.00	17,000.00
Operating Expenses	525,000.00	579,200.00
<b>SANITATION FUND TOTAL</b>	<u><u>542,000.00</u></u>	<u><u>596,200.00</u></u>
<b>PARK FUND - 2041</b>		
320 Parks and Recreation		
Operating Expenses	10,000.00	12,500.00
800 Capital Improvements		
Capital Outlay	25,000.00	25,000.00
<b>PARK FUND TOTAL</b>	<u><u>35,000.00</u></u>	<u><u>37,500.00</u></u>

	<b>2024 Final Appropriations</b>	<b>2025 Permanent Appropriations</b>
<b>PERMISSIVE TAX FUND - 2101</b>		
610 Street Construction		
Operating Expenses	<b>40,000.00</b>	<b>40,000.00</b>
800 Capital Improvements		
Capital Outlay	<b>125,000.00</b>	<b>125,000.00</b>
<b>PERMISSIVE TAX FUND TOTAL</b>	<b>165,000.00</b>	<b>165,000.00</b>
<b>AMERICAN RESCUE ACT FUND - 2152</b>		
800 Capital Outlay	<b>8,564.75</b>	<b>0.00</b>
<b>MAYOR'S COURT SPECIAL PROJECTS FUND - 2906</b>		
720 Mayor's Court		
Operating Expenses	<b>2,000.00</b>	<b>2,000.00</b>
<b>RIVER'S CROSSING TIF FUND - 2907</b>		
740 Development Incentives		
Operating Expenses	<b>517,855.00</b>	<b>592,840.00</b>
850 Debt Service	<b>705,880.00</b>	<b>707,160.00</b>
<b>RIVER'S CROSSING TIF FUND TOTAL</b>	<b>1,223,735.00</b>	<b>1,300,000.00</b>
<b>RIVERSIDE TIF FUND - 2909</b>		
740 Development Incentives		
Operating Expenses	<b>304,289.00</b>	<b>360,104.30</b>
850 Debt Service	<b>601,710.50</b>	<b>689,895.70</b>
<b>RIVERSIDE TIF FUND TOTAL</b>	<b>905,999.50</b>	<b>1,050,000.00</b>
<b>MUNICIPAL BUILDING NOTES - 3902</b>		
850 Debt Service	<b>632,812.50</b>	<b>0.00</b>
<b>MASON MORROW MILLGROVE IMPROVEMENTS- 4904</b>		
800 Capital Outlay	<b>212,780.23</b>	<b>9,533.77</b>
<b>FOREST AVENUE IMPROVEMENTS- 4906</b>		
800 Capital Outlay	<b>445,342.00</b>	<b>0.00</b>
<b>MORROW ROAD RECONSTRUCTION - 4907</b>		
800 Capital Outlay	<b>0.00</b>	<b>519,244.00</b>
<b>UTILITY MAINTENANCE AND IMP FUND - 5761</b>		
800 Capital Outlay	<b>125,000.00</b>	<b>135,000.00</b>
<b>DEPOSIT TRUST FUND - 5781</b>		
599 Utility Services		
Operating Expenses	<b>50,000.00</b>	<b>50,000.00</b>
<b>UNCLAIMED MONIES FUND - 9101</b>		
General Government		
Operating Expenses	<b>1,863.89</b>	<b>2,281.13</b>
<b>TOTAL APPROPRIATED FUNDS 2025</b>	<b>14,271,268.10</b>	<b>14,701,042.72</b>



# City of South Lebanon - Capital Budget 2025

Dept	Description	Estimated Cost	General Fund	Funding Source(s)				
				Street	Water	Sewer	Grants	Other Funds
Admin	Community Center Improvements	1,015,997.00	203,200.00				812,797.00	
Sheriff	Flock Cameras (Annual Subscription Fees)	28,250.00	28,250.00					
Streets	Morrow Road Reconstruction Phase 1	950,102.00	335,042.00		95,816.00		519,244.00	
Streets	King Avenue Repaving - CDBG Project	158,301.00					125,331.00	32,970.00
Streets	Hobart Street Improvements - CDBG Project	123,205.00					113,205.00	10,000.00
Water	Utility Distribution System - Emergency Repairs	50,000.00			50,000.00			
Sewer	Utility Distribution System - Emergency Repairs	50,000.00				50,000.00		
	<b>COMMITTED PROJECTS</b>	<b>2,375,855.00</b>	<b>566,492.00</b>	<b>-</b>	<b>145,816.00</b>	<b>50,000.00</b>	<b>1,570,577.00</b>	<b>42,970.00</b>
Admin	99 High Street / Design Renovation	50,000.00	50,000.00					
Admin	Admin Building - Design & Building Security	10,000.00	10,000.00					
Admin	Tax Office - Customer Counter	10,000.00	10,000.00					
Devel	Downtown Revitalization Comprehensive Plan	50,000.00	50,000.00					
Devel	Downtown Light Poles/Banner Poles	30,000.00	30,000.00					
Devel	Sidewalk Main Street to Bike Trail	25,000.00	25,000.00					
Devel	Blighted Property Maintenance	50,000.00	50,000.00					
Parks	Oeder's Park Playground	100,000.00	75,000.00				25,000.00	
Parks	Park Utilization Study	20,000.00	20,000.00					
Parks	Veteran's Park Restroom	75,000.00	75,000.00					
PW	Design Public Works Facility and Salt Barn	300,000.00	150,000.00		75,000.00	75,000.00		
Streets	Electronic Bill Board Mobile Signs (2)	36,000.00	36,000.00					
Sheriff	Solar Speed Display Signs (2)	12,000.00	12,000.00					
Streets	Tractor with bushhog and mower	80,000.00	40,000.00	40,000.00				
Streets	Install Radar Units on Mason Morrow at SR 48	40,000.00		40,000.00				
Streets	Annual Street Resurfacing Program	450,000.00		350,000.00				100,000.00
Streets	Annual Road Restriping	50,000.00		50,000.00				
Streets	Vacant Lot Stabilization Project	100,000.00	100,000.00					
Streets	Morrow Road Reconstruction - Engineering	3,800.00	2,964.00		836.00			
Water	GCWW Interconnection PRV	200,000.00			200,000.00			
Water	Extend Water Line on Zoar Rd - Phase II	100,000.00			100,000.00			
Water	Radio readers for meters; 108 per year	22,000.00			11,000.00	11,000.00		
Water	Water meters replacement	20,000.00			10,000.00	10,000.00		
Sewer	West Pike St Sewer Extension	75,000.00				75,000.00		
Sewer	River Corridor Sewer Lift Station	8,500,000.00				1,500,000.00		7,000,000.00
Sewer	Mckinley Lift Station Generator Switch	60,000.00				60,000.00		
		<b>12,844,655.00</b>	<b>1,302,456.00</b>	<b>480,000.00</b>	<b>542,652.00</b>	<b>1,781,000.00</b>	<b>1,595,577.00</b>	<b>7,142,970.00</b>
	Other Funding {Grants/Reimbursements}		1,051,333.00	100,000.00			(1,151,333.00)	
	<b>TOTAL 2025 CAPITAL BUDGET</b>	<b>12,844,655.00</b>	<b>2,353,789.00</b>	<b>580,000.00</b>	<b>542,652.00</b>	<b>1,781,000.00</b>	<b>444,244.00</b>	<b>7,142,970.00</b>



**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE 2025-05**

**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, 2025 THROUGH DECEMBER 31, 2025**

**WHEREAS**, City Council adopted Ordinance 2024-28 on December 19, 2024, making “Temporary” appropriations for current expenses and other expenditures for the period of January 1, 2025 through March 31, 2025, or until permanent appropriations are adopted; and,

**WHEREAS**, the Director of Finance has recommended permanent appropriations the 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, 2025 to December 31, 2025, 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>853,765.00</b>
<b>Capital Outlay</b>	<b>40,250.00</b>
	<hr/>
	<b>900,015.00</b>

**130 Street Lighting**

<b>Operating Expenses</b>	<b>55,000.00</b>
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**210 Health Services**

<b>Operating Expenses</b>	<b>5,000.00</b>
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**220 Human Services**

<b>Operating Expenses</b>	<b>8,000.00</b>
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**320 Parks and Recreation**

<b>Operating Expenses</b>	<b>80,000.00</b>
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**531 Administration-Public Utilities**

<b>Personal Services</b>	<b>235,700.00</b>
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**710 Council & Administration**

<b>Personal Services</b>	<b>560,925.00</b>
<b>Operating Expenses</b>	<b>41,350.00</b>
	<hr/>
	<b>602,275.00</b>

Ordinance 2025-05 Permanent Appropriations

720	<b>Mayor's Court</b>		
	Personal Services	68,500.00	
	Operating Expenses	8,400.00	
			<hr/>
		76,900.00	
725	<b>Finance</b>		
	Personal Services	142,000.00	
	Operating Expenses	34,200.00	
			<hr/>
		176,200.00	
730	<b>Land and Buildings</b>		
	Operating Expenses	93,000.00	
740	<b>Property Tax Collection Fees</b>		
	Operating Expenses	8,000.00	
750	<b>Solicitor</b>		
	Personal Services	27,000.00	
755	<b>Income Tax</b>		
	Personal Services	135,000.00	
	Operating Expenses	79,350.00	
			<hr/>
		214,350.00	
790	<b>Other General Government</b>		
	Operating Expenses	335,200.00	
800	<b>Capital Improvements</b>		
	Capital Outlay	2,313,539.00	
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	<b>GENERAL FUND TOTAL</b>	<b>5,130,179.00</b>	<hr/> <hr/>

**STREET FUND - 2011**

690	<b>Streets &amp; Transportation</b>		
	Personal Services	60,900.00	
	Operating Expenses	131,600.00	
			<hr/>
		192,500.00	
800	<b>Capital Improvements</b>		
	Capital Outlay	580,000.00	
850	<b>Debt Service</b>	17,212.10	
			<hr/>
	<b>STREET FUND TOTAL</b>	<b>789,712.10</b>	<hr/> <hr/>

Ordinance 2025-05 Permanent Appropriations

**WATER FUND - 5101**

531	Water		
	Personal Services	393,500.00	
	Operating Expenses	955,200.00	
		<u>1,348,700.00</u>	
800	Capital Improvements		
	Capital Outlay	521,652.00	
850	Debt Service	7,040.72	
	<b>WATER FUND TOTAL</b>	<u><u>1,877,392.72</u></u>	

**SEWER FUND - 5201**

541	Sanitary Sewers & Sewage		
	Personal Services	372,000.00	
	Operating Expenses	905,000.00	
		<u>1,277,000.00</u>	
800	Capital Improvements		
	Capital Outlay	1,760,000.00	
	<b>SEWER FUND TOTAL</b>	<u><u>3,037,000.00</u></u>	

**SANITATION FUND - 5601**

561	Refuse Collection & Disposal		
	Personal Services	17,000.00	
	Operating Expenses	579,200.00	
	<b>SANITATION FUND TOTAL</b>	<u><u>596,200.00</u></u>	

**PARK FUND - 2041**

320	Parks and Recreation		
	Operating Expenses	12,500.00	
800	Capital Improvements		
	Capital Outlay	25,000.00	
	<b>PARK FUND TOTAL</b>	<u><u>37,500.00</u></u>	

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**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>
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**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	592,840.00

850	Debt Service	707,160.00
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<b>RIVER'S CROSSING TIF FUND TOTAL</b>	<b>1,300,000.00</b>
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**RIVERSIDE TIF FUND - 2909**

740	Development Incentives	
	Operating Expenses	360,104.30

850	Debt Service	689,895.70
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<b>RIVERSIDE TIF FUND TOTAL</b>	<b>1,050,000.00</b>
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**MASON MORROW MILLGROVE IMPROVEMENTS- 4904**

800	Capital Outlay	9,533.77
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**MORROW ROAD RECONSTRUCTION - 4907**

800	Capital Outlay	519,244.00
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**UTILITY MAINTENANCE AND IMP FUND - 5761**

800	Capital Outlay	135,000.00
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**DEPOSIT TRUST FUND - 5781**

599 Utility Services

Operating Expenses

**50,000.00**

**UNCLAIMED MONIES FUND - 9101**

General Government

Operating Expenses

**2,281.13**

**TOTAL APPROPRIATED FUNDS 2025**

**14,701,042.72**

**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 \_\_\_\_\_, 2025.

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

Attest: \_\_\_\_\_  
Jennifer O'Brien, Clerk of Council

Ordinance 2025-05 Permanent Appropriations

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

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

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

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

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

Fiscal Review:

Tina Williams  
Director of Finance

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

Prepared by and approved as to form:

Andrew P. Meier  
Law Director  
South Lebanon, Ohio

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