

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**

**APRIL 3, 2025, at 6:00 P.M.**

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests
5. Floor open to the public
6. New Business
  - Emergency Resolution 2025-12 Approval of issuing a Notice of Award to Fillmore Construction, LLC and Authorizing the Mayor and Director of Finance to execute a Contract for Phase One of the Morrow Road Reconstruction Project.
  - Emergency Resolution 2025-13 Authorizing an Agreement with GroundsPro, LLC to provide street sweeping services in 2025.
  - Emergency Ordinance 2025-06, Approval of accepting Public Maintenance improvements to Auburn Grove Drive in the Auburn Grove Subdivision.
  - Ordinance 2025-07, First Reading, An Ordinance Adopting Zoning Regulations Text Amendment relating to a change to the fence height for private swimming pools.
  - Motion to accept a \$500 Grant from the Reds Community Fund.
  - Motion to Approve Invoices
  - Approval of Meeting Minutes:  
Regular Meeting – March 20, 2025
7. Old Business:
  - Continue discussion related to correspondence from Ohio Department of Commerce regarding liquor licenses within the City and taking any action necessary.
8. 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

9. Executive Session:

10. 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

**Date:** March 31, 2025

**Subject:** Morrow Road Reconstruction OPWC Project Award

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On March 18<sup>th</sup>, the bids were opened for the Morrow Road Reconstruction OPWC project with Fillmore Construction, 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 Fillmore Construction, LLC (see attached letter).

Attached are a resolution and contract documents related to awarding the contract to Fillmore Construction, LLC.

The project is set to start after Memorial Day and completed in the summer of 2025. Therefore, the contract needs to be awarded immediately, and the resolution adopted by emergency in order to give adequate time to complete the project this construction season.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-12**

**A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD TO FILLMORE CONSTRUCTION LLC FOR THE CONSTRUCTION OF THE MORROW ROAD RECONSTRUCTION PROJECT PHASE ONE, AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE A CONTRACT FOR THE SAID IMPROVEMENT PROJECT AND THEREAFTER ISSUANCE OF A NOTICE TO PROCEED, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City Council passed Resolution 2022-30 on July 21<sup>st</sup>, 2022, authorizing the submission of an application to the Ohio Public Works Commission (OPWC) for a grant to fund the Morrow Road Reconstruction Project Phase One in the City of South Lebanon (the “Project”); and,

**WHEREAS**, On August 17, 2023, the City Council passed Res. No. 2023-33 approving the OPWC Project Grant Agreement in the amount of \$519,244.00 in funding for the construction, design and administration of said Project; and,

**WHEREAS**, the City published invitations to bid the Project, and the City Engineer has reviewed all bids submitted timely and recommended, based on the results of the bid opening on March 18, 2025, that the base bid of \$788,690.20 from Fillmore Construction LLC was the lowest and best bid; and,

**WHEREAS**, due to the deteriorating condition of the project area 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 Fillmore Construction 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.

**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 3<sup>rd</sup> day of April 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

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Owner: City of South Lebanon  
Project: Morrow Road Reconstruction  
Bidder: Fillmore Construction LLC  
Bidder's Address: 11741 St Rt 72, Leesburg, Ohio 45135

### TO BIDDER:

You are notified that Owner has accepted your Bid dated 3/18/2025 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

The reconstruction of Morrow Road from South Mary Ellen to Mary Lane including curb and gutter, sidewalk, storm sewer, and water main.

The Contract Price of the awarded Contract is: \$788,690.20

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.

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Owner: City of South Lebanon

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*Authorized Signature*

By: Linda Burke

Title: Mayor

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

**Date**

March 18, 2025

**Attention**

Jerry Haddix

**Address**

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

**Subject**

Morrow Road Reconstruction  
WAR-SLE-1906

## Dear Jerry Haddix:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Morrow Road Reconstruction.

Through our evaluation of all bid documents submitted, Fillmore Construction LLC, of Leesburg, 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 Fillmore Construction LLC

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

Sincerely,

A handwritten signature in blue ink, reading "Troy Niese".

Troy A. Niese  
Project Manager

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

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

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



[illegible]





## Bid Tabulation

City of South Lebanon  
Morrow Road Reconstruction  
March 18, 2025

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	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	UNIT COST	TOTAL COST
1	201 CLEARING AND GRUBBING, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$7,628.40	\$7,628.40	\$800.00	\$800.00	\$5,545.00	\$5,545.00	\$20,000.00	\$20,000.00	\$46,500.00	\$46,500.00
2	202 REMOVED, AS PER PLAN	LUMP	1	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$27,833.21	\$27,833.21	\$500.00	\$500.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$6,290.00	\$10,000.00
3	202 CURB AND GUTTER REMOVED	FT.	1475	\$10.00	\$14,750.00	\$10.00	\$14,750.00	\$7.00	\$10,325.00	\$2.67	\$3,938.25	\$3.00	\$4,425.00	\$2.60	\$3,835.00	\$5.00	\$7,375.00	\$5.00	\$7,375.00
4	202 CURB REMOVED	FT.	75	\$15.00	\$1,125.00	\$10.00	\$750.00	\$7.00	\$525.00	\$6.80	\$510.00	\$5.00	\$375.00	\$3.20	\$240.00	\$5.00	\$375.00	\$4.75	\$356.25
5	202 WALK REMOVED	S.F.	6128	\$2.25	\$13,788.00	\$3.00	\$18,384.00	\$17.50	\$10,724.00	\$4.27	\$26,166.56	\$2.50	\$15,320.00	\$1.45	\$8,885.60	\$4.00	\$24,512.00	\$0.75	\$4,596.00
6	202 PAVEMENT REMOVED, CONCRETE	S.Y.	9	\$180.00	\$1,620.00	\$50.00	\$450.00	\$9.00	\$81.00	\$98.21	\$883.89	\$15.00	\$135.00	\$112.00	\$1,008.00	\$100.00	\$900.00	\$69.50	\$625.50
7	202 PIPE REMOVED, 24" AND UNDER	FT.	84	\$21.00	\$1,764.00	\$10.00	\$840.00	\$10.00	\$840.00	\$41.89	\$3,518.76	\$30.00	\$2,520.00	\$70.00	\$5,880.00	\$35.00	\$2,940.00	\$43.50	\$3,654.00
8	202 VALVE BOX REMOVED	EACH	9	\$115.00	\$1,035.00	\$10.00	\$90.00	\$100.00	\$900.00	\$659.05	\$5,931.45	\$250.00	\$2,250.00	\$38.50	\$346.50	\$250.00	\$2,250.00	\$230.00	\$2,070.00
9	202 CATCH BASIN REMOVED	EACH	1	\$500.00	\$500.00	\$300.00	\$300.00	\$300.00	\$300.00	\$990.42	\$990.42	\$750.00	\$750.00	\$525.00	\$525.00	\$500.00	\$500.00	\$460.00	\$400.00
10	203 EXCAVATION, INCLUDING EMBANKMENT CONSTRUCTION, AS PER PLAN	C.Y.	1739	\$30.00	\$52,170.00	\$20.00	\$34,780.00	\$30.00	\$52,170.00	\$40.78	\$70,916.42	\$30.00	\$52,170.00	\$36.85	\$64,082.15	\$30.00	\$52,170.00	\$34.15	\$59,386.85
11	204 SUBGRADE COMPACTION, AS PER PLAN	S.Y.	2394	\$2.00	\$4,788.00	\$3.00	\$7,182.00	\$1.00	\$2,394.00	\$1.37	\$3,279.78	\$2.00	\$4,788.00	\$3.00	\$7,182.00	\$4.00	\$9,576.00	\$0.75	\$1,795.50
12	204 EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT, AS PER PLAN	C.Y.	250	\$60.00	\$15,000.00	\$50.00	\$12,500.00	\$58.00	\$14,500.00	\$21.87	\$5,467.50	\$120.00	\$30,000.00	\$100.00	\$25,000.00	\$30.00	\$7,500.00	\$134.50	\$33,625.00
13	204 GEOGRID FOR SUBGRADE STABILIZATION, AS PER PLAN	S.Y.	575	\$12.00	\$6,900.00	\$10.00	\$5,750.00	\$4.00	\$2,300.00	\$6.04	\$3,473.00	\$6.00	\$3,450.00	\$1.90	\$1,092.50	\$7.00	\$4,025.00	\$6.25	\$3,593.75
14	301 6" ASPHALT CONCRETE BASE, PG64-22	C.Y.	390	\$205.00	\$79,950.00	\$180.00	\$70,200.00	\$178.00	\$69,420.00	\$168.16	\$65,582.40	\$180.00	\$70,200.00	\$161.90	\$63,141.00	\$170.00	\$66,300.00	\$190.00	\$74,100.00
15	304 AGGREGATE BASE, AS PER PLAN	C.Y.	570	\$78.00	\$44,460.00	\$60.00	\$34,200.00	\$75.00	\$42,750.00	\$61.18	\$34,872.60	\$63.00	\$39,910.00	\$91.00	\$51,870.00	\$60.00	\$34,200.00	\$87.85	\$57,074.50
16	407 TACK COAT, 0.06 GAL/S.Y.	GAL.	284	\$5.00	\$1,420.00	\$5.00	\$1,420.00	\$4.00	\$1,136.00	\$4.14	\$1,175.76	\$5.00	\$1,420.00	\$3.99	\$1,133.16	\$5.00	\$1,420.00	\$4.00	\$1,136.00
17	441 2-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) (DRIVEWAY)	C.Y.	4	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$600.00	\$2,400.00	\$787.26	\$3,149.04	\$850.00	\$3,400.00	\$757.94	\$3,031.76	\$800.00	\$3,200.00	\$755.75	\$3,023.00
18	441 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449) PG64-22 (DRIVEWAY)	C.Y.	2	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$1,472.80	\$2,945.60	\$1,000.00	\$2,000.00	\$1,417.95	\$2,835.90	\$1,000.00	\$2,000.00	\$806.00	\$1,612.00
19	441 1-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449)	C.Y.	98	\$280.00	\$27,440.00	\$190.00	\$18,620.00	\$225.00	\$22,050.00	\$213.18	\$20,891.64	\$220.00	\$21,560.00	\$205.24	\$20,113.52	\$215.00	\$21,070.00	\$243.50	\$23,863.00
20	441 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449) PG 64-22	C.Y.	98	\$300.00	\$29,400.00	\$200.00	\$19,600.00	\$250.00	\$24,500.00	\$236.84	\$23,210.32	\$245.00	\$24,010.00	\$228.02	\$22,345.96	\$238.00	\$23,324.00	\$274.00	\$26,852.00
21	452 6" NON-REINFORCED CONCRETE PAVEMENT, AS PER PLAN	S.Y.	129	\$115.00	\$14,835.00	\$100.00	\$12,900.00	\$79.00	\$10,191.00	\$108.13	\$13,948.77	\$92.00	\$11,868.00	\$106.00	\$13,674.00	\$85.00	\$10,965.00	\$102.50	\$12,222.50
22	605 4" SHALLOW PIPE UNDERDRAINS, 707.41 (NON-PERFORATED), AS PER PLAN	FT.	90	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$10.89	\$980.10	\$15.00	\$1,350.00	\$42.50	\$3,825.00	\$10.00	\$900.00	\$23.50	\$2,115.00
23	605 4" SHALLOW PIPE UNDERDRAINS, 707.31 (PERFORATED), AS PER PLAN	FT.	1217	\$18.00	\$21,906.00	\$15.00	\$18,255.00	\$20.00	\$24,340.00	\$9.66	\$11,756.22	\$11.00	\$13,387.00	\$10.50	\$12,778.50	\$15.00	\$12,170.00	\$15.00	\$12,123.00
24	608 4" CONCRETE WALK	S.F.	5584	\$9.50	\$53,048.00	\$10.00	\$55,840.00	\$9.00	\$50,256.00	\$6.19	\$34,564.96	\$8.00	\$44,672.00	\$8.00	\$44,672.00	\$8.50	\$44,672.00	\$7.00	\$39,088.00
25	608 CURB RAMP	S.F.	655	\$25.00	\$16,375.00	\$30.00	\$19,650.00	\$20.50	\$13,427.50	\$34.71	\$22,735.05	\$22.00	\$14,410.00	\$20.00	\$13,100.00	\$22.00	\$14,410.00	\$20.50	\$13,427.50
26	609 TYPE 2 COMBINATION CURB AND GUTTER, AS PER PLAN	FT.	1428	\$35.00	\$49,980.00	\$40.00	\$57,120.00	\$34.00	\$48,552.00	\$28.84	\$41,183.52	\$36.00	\$51,408.00	\$29.00	\$41,412.00	\$30.00	\$42,840.00	\$28.65	\$40,912.20
27	609 CURB, TYPE 6	FT.	88	\$25.00	\$2,200.00	\$50.00	\$4,400.00	\$42.00	\$3,696.00	\$38.67	\$3,402.96	\$43.00	\$3,520.00	\$40.00	\$3,360.00	\$40.00	\$3,360.00	\$38.25	\$3,696.00
28	609 CONCRETE GUTTER REPLACED (IN-KIND)	FT.	25	\$40.00	\$1,000.00	\$65.00	\$1,625.00	\$55.00	\$1,375.00	\$68.32	\$1,708.00	\$75.00	\$1,875.00	\$56.00	\$1,400.00	\$60.00	\$1,500.00	\$68.50	\$1,712.50
29	611 4" CONDUIT, TYPE B, 707.45 STORM REPAIR	FT.	50	\$10.00	\$500.00	\$10.00	\$500.00	\$1.00	\$50.00	\$60.75	\$3,037.50	\$40.00	\$2,000.00	\$2.60	\$130.00	\$1.00	\$50.00	\$10.00	\$500.00
30	611 6" CONDUIT, TYPE B, 707.45 STORM REPAIR	FT.	50	\$12.00	\$600.00	\$15.00	\$750.00	\$1.00	\$50.00	\$63.20	\$3,160.00	\$45.00	\$2,250.00	\$5.40	\$270.00	\$1.00	\$50.00	\$16.00	\$800.00
31	611 8" CONDUIT, TYPE B, 707.45 STORM REPAIR	FT.	50	\$15.00	\$750.00	\$20.00	\$1,000.00	\$1.00	\$50.00	\$69.03	\$3,451.50	\$50.00	\$2,500.00	\$9.80	\$490.00	\$1.00	\$50.00	\$25.00	\$1,250.00
32	611 12" STORM SEWER, AS PER PLAN	FT.	63	\$80.00	\$5,040.00	\$50.00	\$3,150.00	\$100.00	\$6,300.00	\$67.62	\$4,260.06	\$86.00	\$5,418.00	\$104.00	\$6,552.00	\$145.00	\$9,135.00	\$91.00	\$5,733.00
33	611 12" RCP CL IV STORM SEWER, AS PER PLAN	FT.	25	\$120.00	\$3,000.00	\$60.00	\$1,500.00	\$110.00	\$2,750.00	\$88.38	\$2,209.50	\$105.00	\$2,625.00	\$98.00	\$2,450.00	\$150.00	\$3,750.00	\$104.00	\$2,750.00
34	611 15" RCP CL IV STORM SEWER, AS PER PLAN	FT.	25	\$125.00	\$3,125.00	\$70.00	\$1,750.00	\$115.00	\$2,875.00	\$108.27	\$2,706.75	\$165.00	\$4,125.00	\$147.00	\$3,675.00	\$160.00	\$4,000.00	\$185.00	\$4,625.00
35	611 18" STORM SEWER, AS PER PLAN	FT.	290	\$110.00	\$31,900.00	\$65.00	\$18,850.00	\$85.00	\$24,650.00	\$81.22	\$23,553.80	\$100.00	\$29,000.00	\$91.00	\$26,390.00	\$145.00	\$42,050.00	\$96.00	\$27,840.00
36	611 18" RCP CL III STORM SEWER, AS PER PLAN	FT.	41	\$130.00	\$5,330.00	\$80.00	\$3,280.00	\$125.00	\$5,125.00	\$115.89	\$4,751.49	\$157.00	\$6,437.00	\$147.00	\$6,027.00	\$160.00	\$6,560.00	\$170.00	\$6,970.00
37	611 24" STORM SEWER, AS PER PLAN	FT.	27	\$130.00	\$3,510.00	\$90.00	\$2,430.00	\$140.00	\$3,780.00	\$134.90	\$3,642.30	\$155.00	\$4,185.00	\$238.00	\$6,426.00	\$160.00	\$4,320.00	\$259.00	\$6,993.00
38	611 24" RCP CL III STORM SEWER, AS PER PLAN	FT.	304	\$140.00	\$42,560.00	\$100.00	\$30,400.00	\$160.00	\$48,640.00	\$142.70	\$43,380.80	\$200.00	\$60,800.00	\$149.00	\$45,296.00	\$250.00	\$76,000.00	\$138.00	\$41,952.00
39	611 TYPE 1 CATCH BASIN, AS PER PLAN	EACH	3	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$3,814.16	\$11,442.48	\$2,500.00	\$7,500.00	\$2,700.00	\$8,100.00	\$4,500.00	\$13,500.00	\$3,185.00	\$9,555.00
40	611 TYPE 1A CATCH BASIN, AS PER PLAN	EACH	4	\$4,000.00	\$16,000.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$5,151.88	\$20,607.52	\$3,580.00	\$14,320.00	\$4,350.00	\$17,400.00	\$4,000.00	\$16,000.00	\$4,210.00	\$16,840.00
41	611 TYPE 3 STORM SEWER MANHOLE, AS PER PLAN	EACH	5	\$5,500.00	\$27,500.00	\$5,000.00	\$25,000.00	\$3,600.00	\$18,000.00	\$18,000.00	\$5,313.14	\$26,565.70	\$3,500.00	\$17,500.00	\$3,750.00	\$18,750.00	\$4,000.00	\$20,000.00	\$4,040.00
42	611 MANHOLE ADJUSTED TO GRADE	EACH	1	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$702.38	\$702.38	\$750.00	\$750.00	\$297.00	\$297.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00
43	611 MANHOLE RECONSTRUCTED TO GRADE	EACH	3	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$500.00	\$1,500.00	\$1,821.90	\$5,465.70	\$1,000.00	\$3,000.00	\$1,130.00	\$3,390.00	\$1,000.00	\$3,000.00	\$1,790.00	\$5,370.00
44	611 6" SANITARY SEWER LATERAL REPAIR	FT.	100	\$40.00	\$4,000.00	\$10.00	\$1,000.00	\$1.00	\$100.00	\$41.26	\$4,126.00	\$60.00	\$6,000.00	\$5.50	\$550.00	\$25.00	\$2,500.00	\$170.00	\$17,000.00
45	614 MAINTAINING TRAFFIC AND DETOUR SIGNAGE	LUMP	1	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$18,640.00	\$18,640.00	\$36,335.18	\$36,335.18	\$12,500.00	\$12,500.00	\$15,350.00	\$15,350.00	\$10,000.00	\$10,000.00	\$14,150.00	\$14,150.00
46	623 CONSTRUCTION LAYOUT STAKES																		

	Fillmore Construction LLC	Benchmark Land Management, LLC	R.B. Jergens Contractors, Inc.	Welsh Excavation, Co. Inc.	KT Holden Construction, LLC	Majors Enterprises Inc.	Sunesis Construction Co.	Barrett Paving Materials Inc.
Unit & Total Bid Correspond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Addenda	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Signature Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
State of Ohio EEO Requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Tina Williams, Director of Finance  
**From:** Jerry Haddix, City Administrator  
**Date:** March 31, 2025  
**Subject:** Street Sweeping Contract

---

This memorandum accompanies a resolution authorizing the Mayor and Director of Finance to sign a contract with GroundsPro, LLC to perform street sweeping in the City in 2025.

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 Street sweeping is limited to streets with curbs or curb and gutter only. The City's Public Works employees provide essential services 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 2025 season from various area contractors. The results were s follows:

	<u>Monthly</u>	<u>Annual</u>
GroundsPRO LLC	\$1,425	\$9,975
Sweeping Corp of America	\$1,512	\$10,584

After reviewing the proposals, staff is recommending accepting the GroundsPro, LLC proposal. Given that the service will begin in May & GroundsPRO LLC would be a new contractor, the resolution is presented as an "emergency" resolution.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-13**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO  
ENTER INTO AN AGREEMENT WITH GROUNDSPRO LLC TO PROVIDE STREET  
SWEEPING SERVICES IN 2025, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City has solicited proposals for street sweeping services throughout the City in 2025; and,

**WHEREAS**, GroundsPRO, LLC was recommended by staff as the contractor who submitted the best proposal for this year's street sweeping; and,

**WHEREAS**, funds are available in the City's 2025 budget for street sweeping services; and,

**WHEREAS**, immediate action is required to ensure street sweeping can begin in May, 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, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council authorizes the Mayor and Director of Finance to enter into a contract with GroundsPRO, LLC to provide an initial street sweeping and six (6) additional monthly street sweepings in 2025.

**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 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.

**Resolution No. 2025-13**  
**Page 2**

Adopted this 20<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

## **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 GroundsPRO LLC, organized under the laws of the State of Ohio as a Corporation, whose address is 9405 Sutton Place, West Chester, OH 45011 (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	\$1,425.00
Six (6) Monthly Sweeps @ /each	\$1,425.00
<b>TOTAL COST OF SERVICES</b>	<b>\$9,975.00</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 \$\_\_\_\_\_ 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: City Administrator  
10 N. High Street  
South Lebanon, OH 45065

Company: GroundsPRO, LLC  
Attn: Brian Easton  
9405 Sutton Place  
West Chester, OH 45011

## 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**, GroundsPRO, LLC, the Company herein, has caused this Agreement to be executed on the date stated below by \_\_\_\_\_, whose title is \_\_\_\_\_, pursuant to a Resolution or Consent Action authorizing such act.

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

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

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

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

**CITY:**

**IN EXECUTION WHEREOF**, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Director of Finance, pursuant to Resolution No. 2025-\_\_\_\_.

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

PRINTED NAME: Linda S. Burke

TITLE: Mayor

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

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

PRINTED NAME: Tina Williams

TITLE: Director of Finance

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

APPROVED AS TO FORM:

ANDREW MEIER  
LAW DIRECTOR  
CITY OF SOUTH LEBANON, OHIO

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

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

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**Date:** April 1, 2025  
**Subject:** Auburn Grove Street Acceptance

---

Back in 2021, the City entered into an agreement with M/I Homes of Cincinnati for the development of the Auburn Grove subdivision. Per the attached letter from Choice One Engineering, the Developer has met the requirements for street acceptance.

The bond will now be converted into a 10% maintenance bond for a 1-year period.

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

**Date**

March 18, 2025

**Attention**

Jerry Haddix  
Administrator  
jhaddix@southlebanonohio.org

**Address**

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

**Subject**

Auburn Grove Subdivision  
Recommendation of Acceptance  
City of South Lebanon, OH

## Dear Mr. Haddix:

After field walking the above project area on Thursday, August 8<sup>th</sup>, 2024, Choice One recommends that the infrastructure intended to be publicly owned and maintained be accepted after the below final comments are confirmed to be addressed. Included in the acceptance is approximately 1,950 linear feet of public roadway consisting of asphalt street, concrete curb and gutter, and concrete walk.

- Excavated areas shall be filled with topsoil, seeded, and have grass established.
- Sewer camera footage has been provided.

Sincerely,

A handwritten signature in blue ink that reads "Troy Niese".

Troy A. Niese, P.E., CPESC

**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)



**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2025-06**

**AN ORDINANCE APPROVING AND ACCEPTING FOR PUBLIC MAINTENANCE  
AUBURN GROVE DRIVE IN THE AUBURN GROVE SUBDIVISION, IN THE CITY  
OF SOUTH LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, by letter dated March 18, 2025, the City Engineer has inspected and verified that the following street(s) in Auburn Grove Subdivision have been constructed in compliance with the approved plans and the City's Subdivision Regulations Sec. 15.20.7 [Requirements for the Construction of Improvements], paragraph 6 [Inspection], to-wit:

Street Name	Street Width	Street Mileage
Auburn Grove Dr.	29.00'	1,950 l.f.

**WHEREAS**, City Staff concurs with the recommendation of Choice One Engineering to accept the public improvements in the Auburn Grove Subdivision; and,

**WHEREAS**, to immediately begin providing maintenance of the aforementioned street, and to assure safe passage for the traveling public upon such streets, 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 ORDAINED** by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council approves and accepts for public maintenance the herein referenced street in the Auburn Grove Subdivision as described herein and illustrated on the attached Exhibit.

**Section 2.** That the Clerk of Council certify a copy of this Ordinance to the Warren County Engineer.

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

**Section 4.** That this Ordinance 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.

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

**Ordinance No. 2025-06**  
**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



# AUBURN GROVE

## MILITARY SURVEY #1546 & #1547

### HAMILTON TOWNSHIP

## VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO

### OCTOBER 2021

#### DEED REFERENCES:

SITUATED IN MILITARY SURVEY #1546 & #1547, HAMILTON TOWNSHIP, VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO CONTAINING AND BEING ALL OF THE 19.3680 ACRES OF LAND CONVEYED TO M/I HOMES OF CINCINNATI, LLC AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2021-022135 OF THE WARREN COUNTY, OHIO RECORDS.

#### OWNER'S CONSENT AND DEDICATION:

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

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

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

VILLAGE OF SOUTH LEBANON  
DUKE ENERGY OHIO  
CINCINNATI BELL  
SPECTRUM  
WARREN COUNTY ENGINEERS  
WARREN COUNTY WATER & SEWER

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

WITNESS

SIGNED: M/I HOMES OF CINCINNATI, LLC

WITNESS

NAME: GREG WILLIAMS  
TITLE: AEC President

#### NOTARY STATEMENT:

STATE OF Ohio S.S.

BE IT REMEMBERED THAT ON THIS 20th DAY OF October A.D., 2021,

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF Ohio PERSONALLY

APPEARED Greg Williams of M/I Homes WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED TO SIGN ON BEHALF OF SAID CORPORATION AND WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED ON BEHALF OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.



NOTARY PUBLIC, STATE OF Ohio  
MY COMMISSION EXPIRES

#### MORTGAGE ACCEPTANCE STATEMENT

SIGNED:

M/I HOMES OF CINCINNATI, LLC

WITNESS

BY:

WITNESS

TITLE:

#### NOTARY STATEMENT:

STATE OF Ohio S.S.

BE IT REMEMBERED THAT ON THIS 20th DAY OF October, 2021, BEFORE ME A NOTARY PUBLIC IN

AND FOR SAID STATE, PERSONALLY APPEARED Greg Williams of M/I Homes WHO REPRESENTED THAT HE IS DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

NOTARY PUBLIC, STATE OF Ohio  
MY COMMISSION EXPIRES

MORTGAGE RECORDED WITH INSTRUMENT NUMBER 2021-022135 IN WARREN COUNTY, OHIO.

#### GENERAL NOTES:

1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
3. 5/8" DIA. X 30" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS UPON COMPLETION OF CONSTRUCTION. ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. DRAINAGE EASEMENTS SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CENTERED UPON DRAINAGE WAYS, EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
5. STORM SEWERS ARE PUBLIC AND LOCATED WITHIN PUBLIC UTILITIES EASEMENTS UNLESS OTHERWISE NOTED.
6. M.O.E. = MINIMUM OPENING ELEVATION.
7. PUBLIC UTILITIES AS SHOWN ON COMMON PROPERTY LINES ARE CENTERED ON SAID PROPERTY LINE.
8. IRREGULAR EASEMENTS AS SHOWN HEREON ARE DEFINED GEOMETRICALLY. THESE EASEMENTS DO NOT PARALLEL A LOT OR RIGHT OF WAY LINE.
9. DOCUMENTS USED FOR THIS SURVEY ARE LISTED BELOW AND SHOWN HEREON.  
S.R. 152, PG. 16; S.R. 5, PG. 274  
S.R. 117, PG. 87; S.R. 134, PG. 41  
S.R. 136, PG. 47; VACATION OF COCHRAN ROAD ORD. NO. 2020-21  
D.N. 2021-014284

#### HOME OWNER'S ASSOCIATION NOTE:

THE DECLARATION FOR AUBURN GROVE IS RECORDED IN DOCUMENT NUMBER 2021-014284 OF THE WARREN COUNTY RECORDER. SAID DECLARATION MAY BE AMENDED IN THE FUTURE. ANY AMENDMENTS ARE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

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

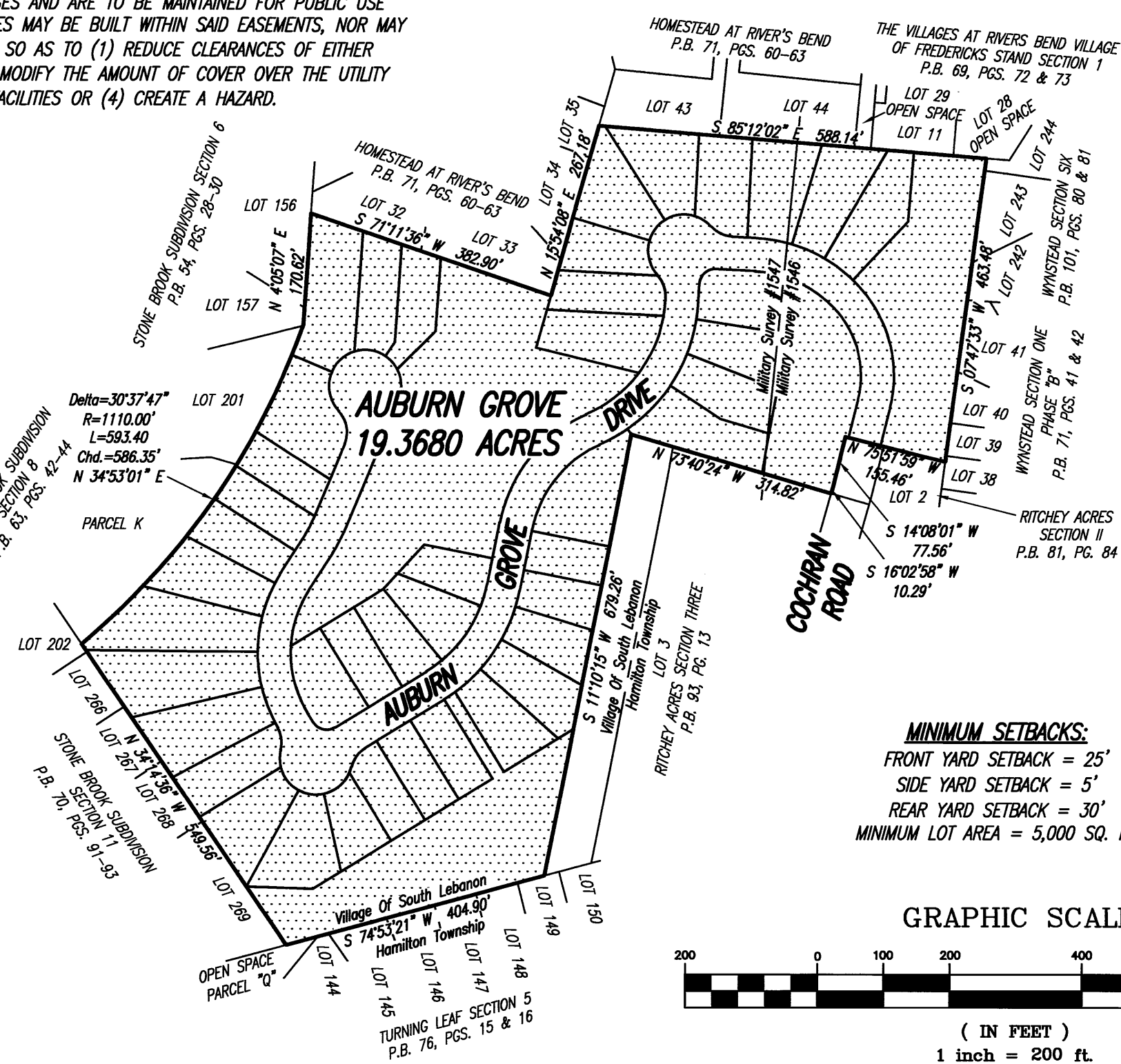
#### PUBLIC SANITARY SEWER EASEMENT:

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

#### PUBLIC WATERLINE EASEMENT:

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

NORTH RELATIVE TO S.V. 117, PAGE 87 OF THE WARREN COUNTY, OHIO RECORDS.



LAND OF THE DEDICATOR'S  
1" = 200'

#### DRAINAGE STATEMENT:

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S). WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE VILLAGE OF SOUTH LEBANON ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5589.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL STORM SEWER/PIPING LOCATED BETWEEN THE CATCH BASIN AT THE BACK OF THE STREET CURB AND THE R/W LINE, AS WELL AS ALL THE STORM SEWER/PIPING LOCATED WITHIN THE "PRIVATE STORM SEWER EASEMENT", SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

#### CLOSURE - 19.3680 ACRES

North: 4594.4033 East: 4856.4534  
Line Course: S 11-10-15 W Length: 679.26'  
North: 3928.0126 East: 4724.8570  
Line Course: S 74-53-21 W Length: 404.90'  
North: 3822.4604 East: 4333.9571  
Line Course: N 34-14-36 W Length: 549.56'  
North: 4276.7571 East: 4024.7148  
Curve Length: 593.40' Radius: 1110.00'  
Delta: 30-37-48 Tangent: 303.97'  
Chord: 586.35' Course: N 34-53-01 E  
Course In: N 39-48-05 W Course Out: S 70-25-53 E  
RP North: 5129.5346 East: 3314.1724  
End North: 4757.7491 East: 4360.0550  
Line Course: N 04-05-07 E Length: 170.62'  
North: 4927.9356 East: 4372.2102  
Line Course: S 71-11-36 E Length: 382.90'  
North: 4804.4978 East: 4734.6678  
Line Course: N 15-54-08 E Length: 267.18'  
North: 5061.4530 East: 4807.8742  
Line Course: S 85-12-02 E Length: 588.14'  
North: 5012.2444 East: 5393.9520  
Line Course: S 07-47-33 W Length: 463.48'  
North: 4553.0444 East: 5331.1106  
Line Course: N 75-51-59 W Length: 155.45'  
North: 4591.0052 East: 5180.3566  
Line Course: S 14-08-01 W Length: 77.56'  
North: 4515.7931 East: 5161.4177  
Line Course: S 16-02-58 W Length: 10.29'  
North: 4505.9041 East: 5158.5728  
Line Course: N 73-40-24 W Length: 314.82'  
North: 4594.4042 East: 4856.4481

Perimeter: 4657.57 Area: 843,670 Sq. Ft. 19.3680 Acres

Mapcheck Closure - (Uses listed courses and chords)  
Error Closure: 0.0054 Course: N 79-52-10 W  
Error North: 0.00085 East: -0.00530  
Precision: 1: 861,207.41

#### AREA SUMMARY

AREA IN LOTS = 16.5807 ACRES  
AREA IN R/W = 2.7873 ACRES  
TOTAL AREA = 19.3680 ACRES

#### VILLAGE OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS 20th DAY OF October, 2021

Danick Zucco  
CHAIRMAN

#### VILLAGE OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE 20th DAY OF October, 2021, THIS PLAT WAS APPROVED AND

ACCEPTED BY RESOLUTION NO. 2021-48 ADOPTED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

James D. Smith  
JAMES D. SMITH, MAYOR

ATTEST: Christa Williams  
PETRINA D. WILLIAMS, FISCAL OFFICER

#### WARREN COUNTY COMMISSIONERS:

I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF OCTOBER, 2021.

#### COUNTY AUDITOR:

TRANSFERRED ON THIS 21st DAY OF October, 2021 AT 2:00 P.M.

Matt Nolan  
COUNTY AUDITOR

Seni Riley  
DEPUTY

PRINTED NAME:

#### COUNTY RECORDER:

FILE NO. 2021-049251

RECEIVED ON THIS 29th DAY OF October, 2021 AT 2:06 P.M.

RECORDED ON THIS 29th DAY OF October, 2021 AT 2:06 P.M.

RECORDED IN PLAT BOOK NO. 104, PAGE NO. 52, 53 & 54

FEE: 259.20

Seni Odo  
COUNTY RECORDER

Melissa Ouchner  
DEPUTY

Melissa Dickson  
PRINTED NAME:

#### CERTIFICATE OF SURVEYOR:

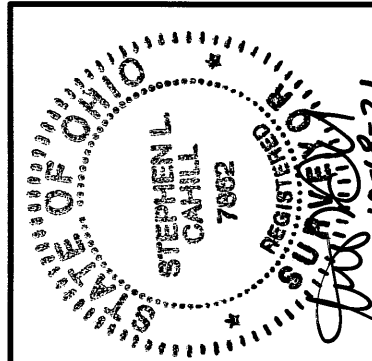
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN OCTOBER 2021 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

Stephen L. Cahill 10-18-21

STEPHEN L. CAHILL  
REGISTERED SURVEYOR #7862

#### OWNER/DEVELOPER:

M/I HOMES OF CINCINNATI, LLC  
9349 WATERSTONE BOULEVARD  
SUITE 100  
CINCINNATI, OHIO 45249  
(513) 248-5400



AUBURN GROVE

Date	6-3-21
Drawn By	G.R.
Checked By	D.P.
Scale	AS SHOWN
REVISIONS	
DATE	6-3-21
BY	
DESCRIPTION	
DATE	6-3-21
BY	
DESCRIPTION	

RECORD PLAT

AUBURN GROVE  
MILITARY SURVEY #1546 & #1547  
HAMILTON TOWNSHIP, VILLAGE OF SOUTH LEBANON  
WARREN COUNTY, OHIO

**Abercrombie & Associates, Inc.**  
Civil Engineering + Surveying  
6111 Chenoweth Road, Suite 200  
Cincinnati, OH 45244  
513-388-5757  
www.abercombie-associates.com

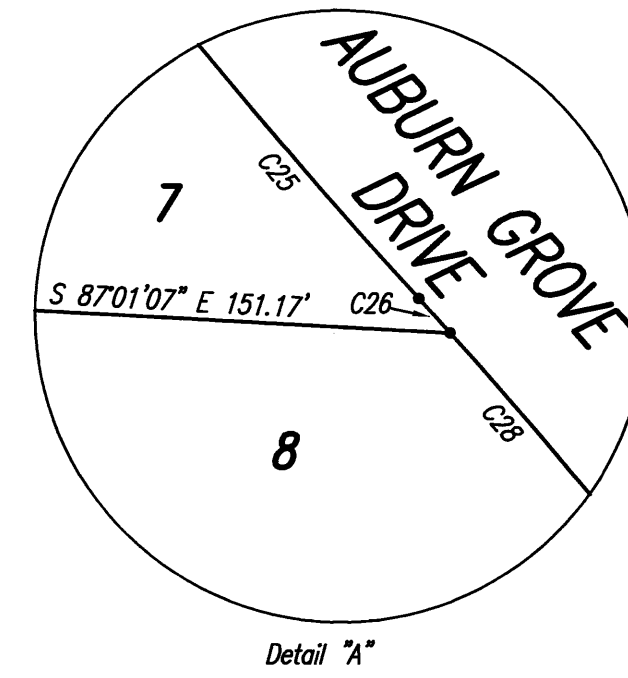
Job No. 18-0142  
1/3



Old 17-36-180-025 19-3680 ac. (16.3217 ac in VMS 1547 & 3.0463 ac in VMS 1546)

New 17-36-255-043 Lot 1	New 17-36-180-005 Lot 19	New 17-36-187-D10 Lot 37
New 17-36-255-044 Lot 2	New 17-36-180-006 Lot 20	New 17-36-187-D11 Lot 38
New 17-36-185-001 Lot 3	New 17-36-180-007 Lot 21	New 17-36-187-D12 Lot 39
New 17-36-185-002 Lot 4	New 17-36-180-008 Lot 22	New 17-36-187-D13 Lot 40
New 17-36-185-003 Lot 5	New 17-36-180-009 Lot 23	New 17-36-187-D14 Lot 41
New 17-36-185-004 Lot 6	New 17-36-180-010 Lot 24	New 17-36-187-D15 Lot 42
New 17-36-185-005 Lot 7	New 17-36-180-011 Lot 25	New 17-36-255-045 Open Space "A"
New 17-36-185-006 Lot 8	New 17-36-180-012 Lot 26	New 17-36-187-D16 Open Space "B"
New 17-36-185-007 Lot 9	New 17-36-180-013 Lot 27	New 17-36-185-D13 Open Space "C"
New 17-36-185-008 Lot 10	New 17-36-187-D01 Lot 28	New 17-36-187-D17 Open Space "D"
New 17-36-185-009 Lot 11	New 17-36-187-D02 Lot 29	New 17-36-6DD-D11 2.7873 ac. in R/W
New 17-36-185-010 Lot 12	New 17-36-187-D03 Lot 30	
New 17-36-185-011 Lot 13	New 17-36-187-D04 Lot 31	
New 17-36-185-012 Lot 14	New 17-36-187-D05 Lot 32	
New 17-36-180-001 Lot 15	New 17-36-187-D06 Lot 33	
New 17-36-180-002 Lot 16	New 17-36-187-D07 Lot 34	
New 17-36-180-003 Lot 17	New 17-36-187-D08 Lot 35	
New 17-36-180-004 Lot 18	New 17-36-187-D09 Lot 36	

No Rem  
10/29/2021  
SL



Length Of Dedicated Street  
(Auburn Grove Drive) = 2,111.73'

#### MONUMENT LEGEND

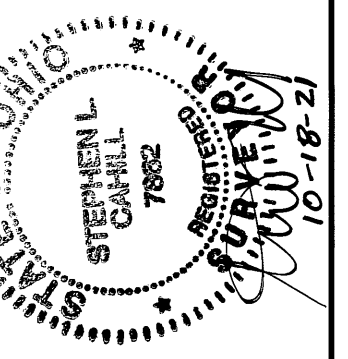
- 5/8" IRON PIN W/CAP (#7862) TO BE SET
- ⊙ SET MAG SPIKE
- Ex. IRON PIN W/CAP
- Ex. 5/8" IRON PIN
- Ex. 1/2" IRON PIN (AS NOTED)

20' Storm  
Sewer Easement  
P.B. 63, Pgs. 42-44

PARCEL K

MATCH LINE  
(SEE PAGE 3 OF 3)

GRAPHIC SCALE



AUBURN  
GROVE

Date	6-3-21
Drawn By	G.R.
Checked By	D.P.
Scale	1" = 50'
REVISIONS	
9-1-21	

#### RECORD PLAT

AUBURN GROVE  
MILITARY SURVEY #1546 & #1547  
HAMILTON TOWNSHIP, VILLAGE OF SOUTH LEBANON  
WARREN COUNTY, OHIO

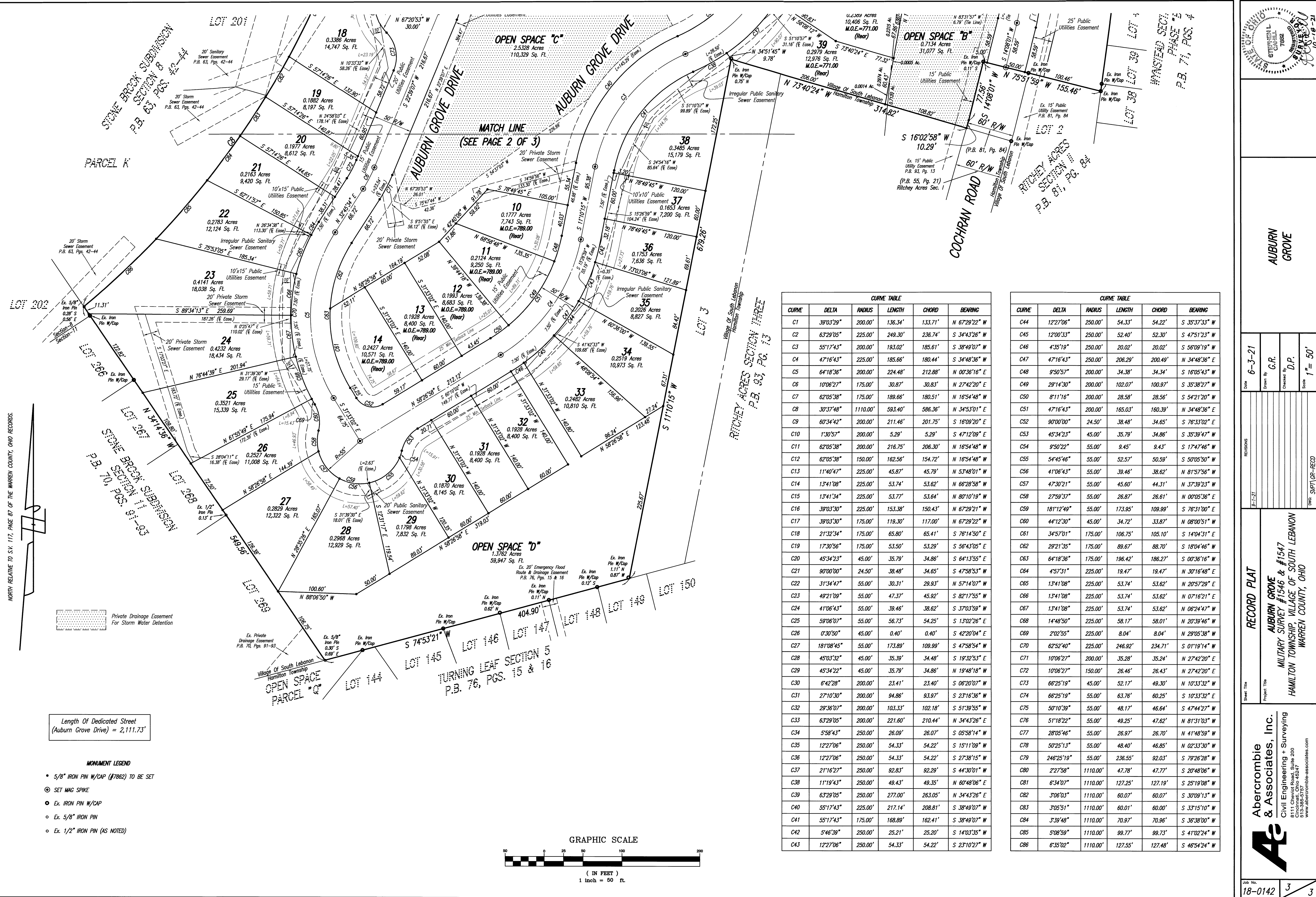
Abercrombie  
& Associates, Inc.  
Civil Engineering + Surveying  
8111 Chevrolet Road, Suite 200  
Cincinnati, Ohio 45247  
513-386-5557  
www.abercrombie-associates.com

Job No.  
18-0142

2 3

PB 104 P9 53





**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**Date:** April 1, 2025

**Subject:** Pool Fence Ordinance

---

Attached for a first reading for the proposed zoning text amendment for swimming pool fences reducing the required height from 6' to 4'. The required public hearing on the amendment was held on March 27<sup>th</sup>. Since the Planning Commission recommended denial of the amendment, Section 7.03(C) of the City Charter requires the affirmative votes of at least five (5) Council members to pass any zoning ordinance which differs from the recommendations of the Planning Commission.

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

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

**AN ORDINANCE ADOPTING ZONING REGULATIONS TEXT AMENDMENT  
RELATING TO A CHANGE TO THE FENCE HEIGHT FOR PRIVATE SWIMMING  
POOLS**

**WHEREAS**, per Resolution No. 2024-37, the South Lebanon City Council initiated a zoning text amendment to Section 15.11.7 [Private Swimming Pools] of the City Zoning Code to amend the fence height requirement for private swimming pools from six (6) feet to four (4) feet; and

**WHEREAS**, the City Planning Commission, in accordance with Section 15.7.7 of the City Zoning Code, met on February 13, 2025, and recommended denial of the proposed zoning amendment relating to Section 15.11.7 of the City Zoning Code; and,

**WHEREAS**, Section 7.03(C) states that the affirmative vote of at least five (5) Council members is necessary to pass any ordinance that differs from the written recommendation of the City Planning Commission; and,

**WHEREAS**, in accordance with Section 713.12 of the Revised Code and Section 15.7.8 of the Zoning Regulation, the Council conducted a public hearing on the proposed text amendment on March 27, 2025 at 6:00 p.m., after such hearing was published in a newspaper of general circulation in the City more than thirty (30) days before the public hearing and the proposed text amendment was made available for public inspection at the City Municipal Building during the 30 days prior to the public hearing; and;

**WHEREAS**, the Council has considered the recommendation of the City Planning Commission, any testimony during the public hearing, and the compilation of any written comments in the form of emails, letter and telephone message relating thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, at least five (5) members of all members elected thereto concurring:

**Section 1.** Adopting Zoning Text Amendment relating to Section 15.11.7 of the City Zoning Code to change the fence height requirement for private swimming pools from six (6) feet to four (4) feet, the text of which is attached hereto and incorporated by reference herein.

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

**Section 3.** That it is found and determined that all formal actions of the Council concerning and relating to 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.

**Ordinance 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

**CITY OF SOUTH LEBANON**  
**Zoning Regulations**  
**Amendment to Section 15.11.17**

**Sec 15.11.7 Private Swimming Pools.**

No private swimming pool, exclusive of portable swimming pools with a diameter of less than twelve (12) feet or with an area of less than one hundred (100) square feet, or of a farm pond, shall be allowed in any residential district or commercial district except as an accessory use, and shall comply with the following requirements:

1. The pool is intended to be used and is used solely for the enjoyment of the occupants of the property on which it is located and their guests.
2. The pool may be located anywhere on the premises except in required front yards, provided that it shall not be located closer than twelve (12) feet to any property line or easement.
3. The swimming pool, or the entire property upon which it is located, shall be walled or fenced in such a manner as to prevent uncontrolled access by children from the street and from adjacent properties. No such fence shall be less than **FOUR (4)** ~~six (6)~~ feet in height, and it shall be maintained in good condition with a gate and lock. ~~In the event that a retractable pool cover is to be installed, the required fence may be reduced to no less than four (4) feet in height.~~

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Harry Holbert, Public Works Director

**Date:** April 1, 2025

**Subject:** Grant

---

On March 26<sup>th</sup>, we received an email from Kenny Pope regarding a donation of \$500 from Kid Glove, Rosie Reds, and the Reds Community Fund Youth Baseball & Softball Program to support field and uniform expenses (see attached email).

Attached is correspondence and a Funding Program Overview related to the Funding Program.

We would like to request a Motion to accept a \$500 Grant from the Reds Community Fund to be used for field maintenance

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



---

**FW: W-9 Request - KG, RR, RCF: \$500 Donation (ACTION REQUIRED)**

---

**From** Harry Holbert <hholbert@southlebanonohio.org>

**Date** Tue 4/1/2025 9:33 AM

**To** Jennifer O'Brien <jobrien@southlebanonohio.org>

---

**From:** Kenny Pope <KPope@reds.com>

**Sent:** Wednesday, March 26, 2025 2:10 PM

**To:** Monica Brown <mdburke0112@gmail.com>; Harry Holbert <hholbert@southlebanonohio.org>

**Cc:** Alexandra Smith <ASmith@reds.com>; Matthew Wagner <MWagner@reds.com>; Charley Frank <CFrank@reds.com>

**Subject:** W-9 Request - KG, RR, RCF: \$500 Donation (ACTION REQUIRED)

Good Afternoon!

I'm excited to share that Kid Glove, Rosie Reds, and The Reds Community Fund Youth Baseball & Softball Program will be donating a \$500 gift to your organization to support field and uniform expenses.

To process the donation, we'll need a completed W-9. You'll receive the form via Adobe Sign, titled:

- **2025 Kid Glove W9 – Cincy Sluggers**
- **2025 Kid Glove W9 – City of South Lebanon**

The email will come from: **MLB Cincinnati Reds via Adobe Acrobat Sign**. Please understand that the email may not be sent until after Opening Day, Thursday, March 27th.

If you have any questions or concerns, please don't hesitate to reach out.

Sincerely,



**KENNY POPE**

YOUTH BASEBALL & SOFTBALL COORDINATOR, REDS YOUTH ACADEMY

T [513-765-5001](tel:513-765-5001)

**REDS YOUTH ACADEMY**

2026 EAST SEYMOUR AVE, CINCINNATI, OH 45237





Date 2/7/2025

Dear City of South Lebanon,

**Congratulations!**

You have been awarded \$ for the 2025 baseball/softball season through the Kid Glove, Rosie Reds, and Reds Community Fund Youth Baseball and Softball Funding Program!

Your award breakdown is as follows:

- **Equipment:** \$ through Pitch In For Baseball & Softball (PIFBS)
- **Fields & Uniforms:** \$500
- **Other Funding:** \$

*For fields, uniforms, and other funding, a check will be mailed to the address provided in your application. If you did not receive an award in one or more categories, please disregard that portion.*

The Reds Youth Baseball and Softball Funding Program celebrates its 21st year in 2025. This initiative provides critical funding to youth baseball and softball organizations, inspired by dedicated inner-city coaches who keep the game vibrant in our communities while serving as positive role models. Launched by the Reds Community Fund in 2005, the program initially supported five Knothole baseball organizations. In 2024, in partnership with Kid Glove and the Rosie Reds, it expanded to assist over 100 organizations and more than 12,500 student-athletes.

If you have any questions or concerns, please don't hesitate to reach out. Congratulations again and thank you for your continued efforts in supporting youth baseball and softball!

**Sincerely,**

Kid Glove, Rosie Reds, and Reds Community Fund  
513-765-5000  
[kpope@reds.com](mailto:kpope@reds.com) (Kenny Pope)



### **Funding Program Overview**

This initiative is a funding mechanism to support youth baseball and softball organizations. The program is inspired by local inner-city coaches who help keep baseball and softball vibrant in our communities, while striving to be positive role models. The Reds Community Fund began this initiative in 2005 by funding five Knothole baseball organizations. In 2024, the Reds Community Fund, along with Kid Glove, and the Rosie Reds organization partnered to support more than 100+ organizations while financially assisting more than 12,500 student-athletes.

Funding for equipment will be provided via an online form through Pitch In For Baseball and Softball. Field and uniform support, if awarded, will be supported through a check processed by the Reds Community Fund.

· Organization Name: City of South Lebanon

· Total Number of Teams: 16

· Number of Baseball Teams: 10  
Teams: 6

Number of Softball

### **Statement of Participation**

I agree to oversee the execution of the following elements of the Kid Glove, Reds Community Fund, and Rosie Reds funding program:

- I will accurately represent the number of teams active within my organization in 2025.
- I will actively monitor the appropriation of all equipment, uniforms and field support provided by Kid Glove, Reds Community Fund, and Rosie Reds.
- I will complete order form for equipment through Pitch in For Baseball and Softball by Thursday, Feb. 17th, 2025, if needed. I will submit team roster/s, and any additional paperwork by Friday, April 4th, 2025. I understand the inclusion of my youth baseball/softball organization in this program is dependent on my ability to adhere to these rules and guidelines.

Organization Representative (please print): Harry Holbert

Organization Representative (signature): Harry Holbert  
Harry Holbert Apr 1, 2025 10:17 EDT

Date: Apr 1, 2025

# OLD BUSINESS

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Andrew Meier, Law Director  
**From:** Jerry Haddix, City Administrator  
**Date:** March 24, 2025  
**Subject:** Notice re: Renewal of Liquor Licenses

---

On March 19<sup>th</sup>, we received the attached from the Ohio Department of Commerce Division of Liquor Control re: the expiration of Class C & D liquor permits (retail-on premises & carryout) within the City. The Ohio Revised Code gives the legislative authority the right to object to the renewal of a retail permit if there are legal grounds for an objection. Section 4303.292(A) of ORC lists those reasons. I am not aware of any grounds to request a hearing.

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



March 12, 2025

VILLAGE OF SOUTH LEBANON CLERK  
POST OFFICE BOX 40  
SOUTH LEBANON, OHIO 45065

## NOTICE TO LEGISLATIVE AUTHORITIES Objections to Renewal of a Retail Liquor Permit

Dear Clerk of Legislative Authority:

All Class C and D retail permits that sell alcoholic beverages in your political subdivision will expire on **June 1, 2025**. To maintain permit privileges, every retail permit holder must file an online renewal application with the Division.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. The hearing may be held in the county seat where the permit premises is located if that specific request is made in writing. This will be your only opportunity to object to the renewal of a liquor permit premises which might be a problem in your community.

To register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority must pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision must also submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

**The resolution and Chief Legal Officer's statement must be emailed to [liquordocs@com.ohio.gov](mailto:liquordocs@com.ohio.gov) or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than May 2, 2025.**

You may wish to contact the law enforcement agency for your jurisdiction to determine if it has any information which will aid in your decision whether to object and request a hearing. You can find retail permit holders within your jurisdiction by going to [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo). Select the "find a permit holder" tab and click on the "search" link. Then, enter your city/township name where asked and "issued" under "class issue status." For more information on other ways to deal with problems establishments, including a copy of the text of this letter, go to [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp).

If you determine that there are no permit premises within your jurisdiction that you wish to object to, you do not need to take any further action. The renewal applications for those premises will be submitted by the permit holders and will be processed by the Division as appropriate.

If you have questions, please contact the Legal Section at [liquorlegal@com.ohio.gov](mailto:liquorlegal@com.ohio.gov). FYI, OPAL, our new online licensing system is coming this summer, for more information sign up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

DOLC Licensing Section