

Linda Allen  
*Councilmember*

Linda Burke  
Mayor

Lisa Fedor  
*Councilmember*

Sharon Carmack  
*Councilmember*

Maryan Harrison  
*Councilmember*

Brenda Combs  
*Vice-Mayor*

Rolin Spicer  
*Councilmember*

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

**May 15, 2025, at 6:00 P.M.**

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests     Bryan Corcoran, South Lebanon Veterans Memorial Committee
5. Floor open to the public
6. New Business:     Emergency Resolution 2025-17, Authorizing Mayor and Director of Finance to execute Change Order #1 with Fillmore Construction LLC to include various items needed for the completion of the Morrow Road Reconstruction Phase One Project.  
  
                                 Emergency Resolution 2025-18, approving the appointment of Chase T. Kirby as Law Director for the City and establishing compensation effective June 1, 2025, and expiring on December 31, 2026.  
  
                                 Emergency Resolution 2025-19, Authorizing Mayor and Director of Finance to execute a grant agreement with the Warren County Commissioners relative to the FY24 King Avenue Street CDBG Project in the amount of \$131,892.00.  
  
                                 Emergency Resolution 2025-20, Authorizing Mayor and Director of Finance to execute a Project Grant Agreement and documentation with the U.S. Department of Housing and Urban Development in the amount of \$812,797.00 relative to the South Lebanon Community Center Rehabilitation Project.  
  
                                 Ordinance 2025-12, Amending Ordinance No. 2025-09 Related to Adopting Warren County's "Requirements and Standards for the Design and Construction of Streets and Roadway Facilities"  
  
                                 Motion to Approve funds to Benchmark Land Management LLC in the amount of \$31,992.00 for storm sewer repairs on King Avenue.  
  
                                 Appointments/Removals to Various Boards and Commissions  
  
                                 Motion to Approve Invoices  
  
                                 Motion to Approve Law Director Invoice

Approval of Meeting Minutes:  
Regular Meeting – May 01, 2025

Old Business: Ordinance 2025-11, Second Reading, An Ordinance Adopting Zoning Regulations Text Amendment relating to the retail sale of cannabis within the City.

Communications and reports from City Officials and Committees

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

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

## MEMORANDUM

**To:** Mayor & City Council  
**CC:** Tina Williams, Director of Finance  
**From:** Jerry Haddix, City Administrator  
**Date:** May 6, 2025  
**Subject:** Change Order #1-Morrow Road Reconstruction Project Phase One

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The Morrow Road Project includes the reconstruction of Morrow Road from Mary Ellen St. to Mary Lane with Morrow Road being open between Mary Lane & Shawhan Road. With the project coming in under the estimate, there are sufficient funds to repave Morrow Road from Mary Lane to Shawhan Road.

The original contract price for this project was \$788,690.20. The cost of paving this area is \$59,775.00. This will cause an increase to the original contract of \$59,775.00 for a new grand total of \$848,465.20.

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

**-CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-17**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR  
TO EXECUTE CHANGE ORDER #1 WITH FILLMORE CONSTRUCTION LLC FOR  
THE MORROW ROAD RECONSTRUCTION PROJECT PHASE ONE, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, on April 3<sup>rd</sup>, 2025, the City Council adopted Resolution No. 2025-12 and entered a contract with Fillmore Construction LLC (“Contractor”) for the construction of the Morrow Road Reconstruction Project Phase One in the amount of \$788,690.20; and,

**WHEREAS**, City Staff is recommending adding asphalt resurfacing of Morrow Road from Mary Lane to Shawhan Road to the Project; and,

**WHEREAS**, the Contractor has submitted a proposal for the additional work on the Project as noted on the attached change order resulting in an addition of \$59,775.00 to the contract price and a total contract price of \$848,465.20; and,

**WHEREAS**, immediate action is required to approve said change order during the construction phase of the Project and such action is necessary 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 Change Order #1 with Fillmore Construction LLC, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute Change Order #1 on behalf of the City for a net increase of \$59,775.00 and a total contract price of \$848,465.20.

**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 Section 731.30 of the Ohio Revised Code for the immediate preservation of public peace, health, safety and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

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

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

Change Order No. 1

Date of Issuance:	<u>5/2/2025</u>	Effective Date:	<u>5/2/2025</u>
Owner:	<u>City of South Lebanon</u>	Owner's Contract No.:	<u></u>
Contractor:	<u>Fillmore Construction LLC</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Choice One Engineering</u>	Engineer's Project No.:	<u>WAR-SLE-1906</u>
Project:	<u>Morrow Road Reconstruction</u>		

The Contract is modified as follows upon execution of this Change Order:

**Description:**

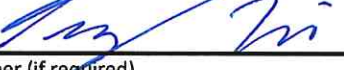
Morrow Rd Repaving

**Attachments:** *[List documents supporting change]*

Request for change order/quote

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>788,690.20</u>	Original Contract Times: Substantial Completion: <u>8/29/2025</u> Ready for Final Payment: <u>9/26/2025</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> :  \$ <u>                    </u>	[Increase] [Decrease] from previously approved Change Orders No. to No. <u>  </u> : Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days or dates
Contract Price prior to this Change Order:  \$ <u>788,690.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>59,775.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days or dates
Contract Price incorporating this Change Order:  \$ <u>848,465.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days or dates

## RECOMMENDED:

By:   
Engineer (if required)  
Title: Project Manager  
Date: 5/2/2025

## ACCEPTED:

By:                       
Owner (Authorized Signature)  
Title:                       
Date:                     

## ACCEPTED:

By: Heather Storer  
Contractor (Authorized Signature)  
Title: PM  
Date: 05/02/2025

Approved by Funding Agency (if applicable)

By:                      Date:                       
Title:

# FILLMORE CONSTRUCTION LLC

11741 STATE ROUTE 72

LEESBURG, OHIO 45135

PHONE: 937-780-1301 FAX: 937-780-1323

-----PROPOSAL SUBMITTED TO-----

05/02/2025

MORROW ROAD REPAVING

REQUEST FOR CHANGE ORDER

## SCOPE OF WORK:

253	PAVEMENT REPAIR	S.Y.	125	\$85.00	\$10,625.00
254	PAVEMENT PLANING, ASPHALT CONCRETE, 1- 1/2"±, AS PER PLAN	S.Y.	2465	\$5.00	\$12,325.00
407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	225	\$5.00	\$1,125.00
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	105	\$240.00	\$25,200.00
611	MANHOLE ADJUSTED TO GRADE	EACH	5	\$1,000.00	\$5,000.00
614	MAINTAINING TRAFFIC	LUMP	1	\$3,500.00	\$3,500.00
638	VALVE BOX ADJUSTED TO GRADE	EACH	4	\$500.00	\$2,000.00
<b>CONSTRUCTION TOTAL</b>				<b>\$59,775.00</b>	

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## MEMORANDUM

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**CC:** Tina Williams, Director of Finance  
**Date:** May 6, 2025  
**Subject:** June 1, 2025-December 31, 2026, Law Director Agreement

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Attached is a resolution and compensation agreement for Chase T. Kirby to serve at the City's Law Director from 6/1/2025 through 12/31/2026.

Per the City Charter, the Law Director is appointed by the Mayor & confirmed by Council.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-18**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF CHASE T. KIRBY AS LAW  
DIRECTOR FOR THE CITY OF SOUTH LEBANON, OHIO, AND ESTABLISHING  
COMPENSATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Article VI of the City of South Lebanon Charter, the Mayor appoints the City Law Director and must be confirmed by a majority of the members of the City Council; and, and,

**WHEREAS**, Andrew P. Meier, City Law Director, has given notice to terminate the Agreement as Law Director for the City, effective June 1, 2025; and,

**WHEREAS**, the Mayor has determined that Chase T. Kirby is qualified to serve as the City Law Director for the City of South Lebanon; and,

**WHEREAS**, the City Council and Chase T. Kirby desire to enter into an Agreement Establishing Compensation for Legal Services effective on June 1, 2025, and terminate on December 31, 2026; and,

**WHEREAS**, to ensure a City Law Director is hired by June 1, 2025, immediate action is required, and such action is necessary to preserve the public peace, health, safety or welfare of the City.; and,

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

**Section 1.** That the City Council hereby confirms the appointment of Chase T. Kirby as the Law Director of the City of South Lebanon, effective June 1, 2025.

**Section 2.** That the duration and terms of compensation for the legal services of the City Law Director shall be set forth in Exhibit “A” attached hereto and incorporated as if fully set forth herein.

**Section 3.** That the Mayor and Director of Finance are hereby authorized and directed to execute the Agreement Establishing Compensation for Legal Services attached hereto as Exhibit “A.”

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

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

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"**

### **AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF CITY LAW DIRECTOR FOR THE PERIOD BEGINNING JUNE 1, 2025, THROUGH DECEMBER 31, 2026**

This Agreement is entered into by and between the legislative authority of the City of South Lebanon, Ohio, 10 North High- Street, South Lebanon, OH 45065 (hereinafter "Council") on behalf of the City of South Lebanon (hereinafter "City"), and Chase T. Kirby, Attorney at Law, 140 North Main Street, Suite B, Springboro, OH 45066 ("City Law Director").

#### **WITNESSETH:**

**WHEREAS**, Chase T. Kirby is by reason of training and experience capable of acting as the legal advisor, attorney, counsel and prosecutor for the City and for the Council, as well as all offices, departments, divisions, boards, commissions and committees and courts of the City in connection with City affairs; and,

**WHEREAS**, pursuant to the City of South Lebanon Charter, the Mayor desires to appoint, with the confirmation by a majority of the members of City Council, Chase T. Kirby as the City Law Director in accordance with Article VI of the City Charter for a period not to exceed two (2) years without entering into a new agreement for legal services and establishing compensation.

**NOW, THEREFORE**, pursuant to the above recitals, and for other good and valuable consideration as recited hereinafter, the Parties agree as follows:

#### **A. RETAINER PAYMENT**

1. Effective June 1, 2025, an annual retainer payment in the amount of Twenty- Seven Thousand and 00/100 Dollars (\$27,000.00) shall be made to the City Law Director, payable on a monthly basis. Such amount shall be considered salary for purposes of calculating contributions to the Ohio Public Employees Retirement System (OPERS). The City agrees to withhold all mandated contributions to OPERS on the City Law Director behalf and pay the employer's mandated contributions to OPERS as required by law. The City shall, in reporting and making remittance to OPERS, attest the employee contributions by designating such as "Employee Contributions."

2. The Retainer Payment shall be considered payment for services as described below:

- a. Attendance at regular, special, emergency and workshop meetings of the City Council, as well as drafting and/or reviewing Ordinances and Resolutions on behalf of the City Council for such meetings; and,
- b. Attendance at Planning Commission, Zoning Commission, Board of Zoning Appeals and Sub-committee meetings, upon request; and,
- c. Acting as Prosecutor for Mayor's Court.

**B. PAYMENT OF ADDITIONAL LEGAL SERVICES**

1. Effective June 1, 2025, an hourly rate of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) will be paid to the City Law Director on a monthly basis for the performance of Additional Legal Services upon presentation of an itemized billing statement delivered electronically to the Director of Finance which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, City Council Members, Director of Finance and the City Administrator may understand and evaluate those matters from time to time. Payment of additional legal services shall be authorized as part of legislation authorizing payment of the bills once per month at regularly scheduled Council meetings.

2. Additional Legal Services include:

- a) research assignments and drafting legal opinions on behalf of the Council requested by the Council, the Mayor or the City Administrator; and,
- b) drafting contracts and other transactional related matters requested by the Council, the Mayor or the City Administrator; and,
- c) any court proceedings, including but not limited to: abatements, administrative appeals, appropriations, breach or specific performance of accounts and contracts, declaratory judgments, mandamus, nuisances, injunctions, prohibitions, or other general civil matters; excepting therefore: matters the City's liability insurer has a duty to

defend; or, should Council elect to hire other another counsel to handle any such matter which it retains absolute discretion to do; or, matters that the City Law Director has a conflict of interest as determined herein; and,

- d) prosecuting cases that are transferred and/or appealed to the Warren County Court and appeals to the Twelfth District Court of Appeals and the Supreme Court of Ohio, or any federal court.

### **C. ADDITIONAL PROVISIONS**

1. Council shall be responsible for expenses incurred during and in support of any legal services contemplated herein including, but not limited to: court costs, expert witness or consultant fees, appraisers, court reporters and deposition transcripts, recordings, transfer and conveyance costs and fees.
2. The duration of this Agreement is from June 1, 2025, through December 31, 2026. The parties may, however, terminate this Agreement with or without cause with at least thirty (30) days prior written notice. The Parties may enter into a new Agreement upon the expiration of said duration.
3. Council may, at any time, amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Council and the City Law Director.
4. The City Law Director shall not represent the City in any matter in which the City Law Director has a conflict of interest, as determined by the City Law Director or Council.

**CITY OF SOUTH LEBANON:**  
**Pursuant to Resolution No. 2025-\_\_**

**SIGNATURE:** \_\_\_\_\_  
**NAME:** Linda S. Burke  
**TITLE:** Mayor  
**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
**NAME:** Petrina D. Williams  
**TITLE:** Director of Finance  
**DATE:** \_\_\_\_\_

This instrument was prepared  
by and approved as to form:

ANDREW P. MEIER  
CITY LAW DIRECTOR  
SOUTH LEBANON, OH

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

**CITY LAW DIRECTOR:**

**SIGNATURE:** \_\_\_\_\_  
**NAME:** Chase T. Kirby  
**TITLE:** Attorney at Law  
**DATE:** \_\_\_\_\_



City of South Lebanon  
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## MEMORANDUM

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**Date:** May 13, 2025  
**Subject:** King Avenue CDBG Project Agreement

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Attached is a resolution & agreement with Warren County Board of Commissioners for the King Avenue Street Improvements Project. The Warren County Board of Commissioners awarded the Community Development Block Grant funds in the amount of \$131,892.00.

An additional leveling course of asphalt was recommended by the Contractor with concurrence by Choice One Engineering. This increase led to a City share of \$23,054.30 which will get paid to Warren County. Here is a breakdown of the King Avenue paving project:

Funds left over from FY23 (Hobart) CDBG:	\$ 37,892.00
FY24 CDBG (King Ave ) Award:	\$ 94,000.00
Total CDBG Award available:	\$ 131,892.00
Current Contract w/ Neyra	\$ 123,221.30
Proposed Increase to Contract	\$ 31,725.00
Total Expenses	\$ 154,946.30
Difference owed to Warren County	\$ 23,054.30

Immediate action is required ASAP to process change orders during the construction phase of the Project.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-19**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR  
OF FINANCE TO EXECUTE A PROJECT GRANT AGREEMENT WITH THE  
WARREN COUNTY BOARD OF COMMISSIONERS IN THE AMOUNT OF  
\$131,892.00 FOR THE KING AVENUE STREET IMPROVEMENTS PROJECT IN THE  
CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council passed Resolution 2024-02 on January 4<sup>th</sup>, 2024, authorizing the submission of a Community Development Block Grant (CDBG) application to the Warren County Office of Grants Administration to assist in the funding of the King Avenue Street Improvements Project in the City of South Lebanon (the “Project”); and,

**WHEREAS**, The Warren County Board of Commissioners awarded the CDBG funds for the said Project in the amount of \$131,892.00 for the sole and express purpose of financing or reimbursing costs of the Project, subject to the parties executing an Agreement, a copy of which is attached hereto; and,

**WHEREAS**, due to necessary changes to Project, the City’s portion of the Project is \$23,054.30 and City Council commits this amount to the Project; and,

**WHEREAS**, immediate action is required to approve said Agreement to process change orders during the construction phase of the Project and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** That the Council approves and further authorizes the Mayor and Director of Finance to execute the attached CDBG Project Agreement for the engineering and construction of the King Avenue Street Improvements in the City of South Lebanon.

**Section 2.** That the City Administrator shall return the executed Agreement to the County without further delay.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_ 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

**FY24 South Lebanon – King Ave. Street Improvements  
CDBG Project Funding Contract**

**THIS AGREEMENT**, is made as of the date of the last signature below by and between the Warren County Board of Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio, hereinafter “County” and City of South Lebanon whose address is 10 High Street, South Lebanon, OH 45065 hereinafter “City”, for the purposes of successfully completing the road improvement project named FY24 South Lebanon – King Ave. Street Improvement CDBG Project.

**The parties hereby agree as follows:**

**1. Duties of County:**

- 1.1 County will award the City \$131,892.00 in Community Development Block Grant [hereinafter CDBG] dollars for the FY24 South Lebanon – King Ave. CDBG Project [hereinafter “Project”].
- 1.2 County will be responsible to accept price quotes for the necessary contracts for the Project, receive, and review competitive price quotes, negotiate, prepare, and execute any contracts for equipment, supplies, and construction of the Project.
- 1.3 County will be responsible to pay the full price of the project to the successful bidder; County will fund the project in-part using the awarded CDBG funds described in section 1.1; County will be reimbursed for the remainder of the contract price by City pursuant to Section 2.1 of this Contract.

**2. Duties of City:**

- 2.1 City will be responsible to reimburse County the difference between the awarded CDBG dollars [\$131,892] and the combined price of all related contracts and change orders of up to \$154,946.30 for a total of up to \$23,054.30 to be paid by City to County.

**3. Term of Contract.** This Contract will automatically conclude upon the full completion of the improvements as contemplated by this Agreement and final acceptance of those improvements by the City.

**4. Relationship of Parties.** The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

**5. Governing Law and Venue.** This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

**6. Entire Contract.** This Contract contains the entire contract between Contractor and Owner with respect to the matter thereof and supersedes all prior written or oral contracts between the

parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

**7. Modification.** No modification or amendments of this Contract shall be effective unless made in writing and duly executed by the authorized party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

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

**9. Termination.** Either party can terminate this contract for convenience at any time by providing 15 days prior written notice of such termination. City will be responsible for any services rendered for the Project prior to the date of termination.

**10. Acceptance.** The parties acknowledge that they have read and understood this Contract. The parties by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

**11. Public Record Act.** Contractor acknowledges and agrees that Owner must comply with Ohio Public Records laws; this Contract, the related Proposal and any other public records related to the Project may be disseminated to the public, the parties agree that Owner is not responsible to maintain any confidentiality of records or documents that are in fact public records.

**11. Power and Authority.** Each party has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

**IN EXECUTION WHEREOF**, the parties have executed this Agreement as of the effective date set forth at the outset hereof.

**For the City of South Lebanon:**

\_\_\_\_\_  
Mayor / Administrator

\_\_\_\_\_  
Date

Resolution No. \_\_\_\_\_

**Approved as to Form:**

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

**For the Warren County Board  
Of Commissioners:**

---

President/ Vice-President

---

Date

---

Resolution No.

**Approved as to Form:**

---

Kathryn Horvath  
Assistant Prosecuting Attorney  
Warren County, Ohio

City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
513-494-2296  
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## MEMORANDUM

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**Date:** May 12, 2025  
**Subject:** HUD Community Center Agreement

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Attached is the resolution & grant agreement for the grant that was awarded through the Congressional Appropriation process submitted by Congressman Landsman. This is for the roof, windows & parking lot at the Community Center. We are working through the process to try to get this project completed ASAP.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2025-20**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR  
OF FINANCE TO EXECUTE A PROJECT GRANT AGREEMENT AND ALL  
REQUIRED DOCUMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT IN THE AMOUNT OF \$812,797.00 RELATIVE TO THE  
SOUTH LEBANON COMMUNITY CENTER REHABILITATION PROJECT, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, this Council passed Resolution 2023-14 on March 16<sup>th</sup>, 2023, authorizing the submission of a grant application to the Office of Congressman Greg Landsman to assist in the funding of the rehabilitation of the South Lebanon Community Center in the City of South Lebanon (the “Project”); and,

**WHEREAS**, the U.S. Congress has approved a grant for the Project in the amount of \$812,797.00 for the sole and express purpose of financing or reimbursing costs of the Project, subject to the parties executing an Agreement, a copy of which is attached hereto; and,

**WHEREAS**, immediate action is required for the City to timely and properly execute said Agreement and proceed with the implementation of the Project, and is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** That the Council approves and further authorizes the Mayor and Director of Finance to execute the attached Agreement with the U.S. Department of Housing and Urban Development (HUD) for the South Lebanon Community Center Rehabilitation Project in the City of South Lebanon.

**Section 2.** That the Mayor and Director of Finance are further authorized to execute all other HUD-required documents relative to the South Lebanon Community Center Project.

**Section 3.** That the City Administrator shall return the executed Agreement to HUD without further delay.

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

**Section 5.** 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. 2025-20**

**Page 2**

**Section 6.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 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

**FY 2024 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-24-CP-OH-1764**

**Grantee Name:** City of South Lebanon

**Grantee Address:** 10 North High Street, South Lebanon, OH 45065-0000

**Grantee's Unique Entity Identifier (UEI):** TempUEI41663

**Grantee's Employer Identification Number (EIN):** Temp41663

**Federal Award Identification Number (FAIN):** B-24-CP-OH-1764

**Assistance Listing Number and Name:** 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date:** 08/13/2024

**Period of Performance/Budget Period End Date:** 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and City of South Lebanon (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$812,797.00 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

- (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
  - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
  - ii) a certification of the costs; and
  - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

#### **ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

City of South Lebanon

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**HUD**

BY: \_\_\_\_\_

Brooke Bohnet,  
Associate Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

The approved narrative has been appended to the end of the grant agreement.

**APPENDIX 2 – Approved Budget**

The approved budget has been appended to the end of the grant agreement.

### APPENDIX 3 – Grantee’s Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
-----------------------------	--------------------	------------------

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

#### Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

FY 2024 COMMUNITY PROJECT FUNDING  
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To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

#### **APPENDIX 4 –**

#### **Award Term and Condition for Grantee Integrity and Performance Matters**

##### Reporting of Matters Related to Grantee Integrity and Performance

##### (a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

##### (b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

**APPENDIX 5 – Specific Award Conditions**

NONE.

## **APPENDIX 6 – Conflict of Interest Requirements**

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## **APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and sub-recipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**NOTE:** This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

**NARRATIVE**

**APPROVED BUDGET**

**SF424 – ESTIMATED FUNDING**

<b>Funding Name</b>	<b>Amount</b>
NO_VALUE	NO_VALUE

**CPF – ESTIMATED FUNDING**

<b>Funding Source</b>	<b>Estimated Funding</b>
NO_VALUE	NO_VALUE

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

## MEMORANDUM

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**Date:** May 12, 2025  
**Subject:** Change to new Street Standards

---

At the last meeting, the Council passed Ordinance No. 2025-09 to adopt the County's current street standards. In reviewing the Ordinance, it was brought to my attention that Section 2 should have read "...preliminary development plans or construction plans...". The preliminary development plans pertain to Planned Unit Developments & construction plans pertain to straight subdivisions. This needs to be corrected prior to 5/31 effective date of the ordinance.

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

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

**AN ORDINANCE AMENDING ORDINANCE NO. 2025-09 RELATED TO THE  
ADOPTION OF WARREN COUNTY'S "REQUIREMENTS AND STANDARDS FOR  
THE DESIGN AND CONSTRUCTION OF STREETS AND ROADWAY FACILITIES",  
AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council passed Ordinance No. 2025-09 on May 1<sup>st</sup>, 2025 adopting latest amendments to the Warren County Requirements and Standards for the Design and Construction of Streets and Roadway Facilities on November 7, 2023, per Resolution# 23-1503; and

**WHEREAS**, City Staff has identified a section in the Ordinance No. 2025-09 that requires further clarification prior to the effective date of the adopted standards; and

**WHEREAS**, to allow for the amendment to be in effect prior to the effective date of Ordinance No. 2025-09, immediate action is required, and such action is necessary to preserve the public peace, health, safety or welfare of the City; and,

**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.** Amending Section 2 of Ordinance No. 2025-09 to read as follows:

***Section 2.** That the Standards adopted herein shall apply to all preliminary development PLANS ~~and~~ OR construction plans submitted to the City on or after the effective date of this Ordinance."*

**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.

**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; and this Resolution shall be in full force and effective immediately upon its passage.

**Ordinance No. 2025-12**  
**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**  
**10 N. High Street, South Lebanon, Ohio 45065**  
**513-494-2296      fax: 513-494-1656**  
**[www.southlebanonohio.org](http://www.southlebanonohio.org)**

## **MEMORANDUM**

**To:** Mayor & City Council

**CC:** Jerry Haddix, Administrator

**From:** Harry L. Holbert, Jr., Public Works Director

**Date:** May 12, 2025

**Subject:** King Avenue Storm Sewer Work

---

I'm writing to formally request additional funding for **King Ave. Pavement Project**, an infrastructure project currently underway. As you are aware, this project is one of many critical improvements to our infrastructure which will enhance local transportation and public safety.

Since the project commencement on Monday May 5, 2025, several unforeseen circumstances have led to increased project costs. Deterioration of multiple layers of intermediate pavement, pavement milling now showing exposed gravel base material, in addition to several underground stormwater pipes needing to be replaced.

For these reasons immediate action is needed to continue working on this project. We were very fortunate to locate a contractor who would be available within our critical timeline (2-day), which would allow us to complete this project by (May 16, 2025).

To ensure the successful and timely completion of the project, we respectfully request an additional allocation of \$31,992.00 (see enclosed estimate) for emergency storm sewer work required prior to the start of the paving work. Due to the cost exceeding \$25,000, the Council must approve the expenditure.

Thank you for your consideration of this request. I would welcome the opportunity to discuss this in more detail and answer any questions you may have.

Harry L. Holbert, Jr.

City of South Lebanon  
Public Works Director

Benchmark Land Management, LLC  
6834 W Chester Rd  
West Chester, OH 45069  
+15138082367  
dan@benchmarklm.com



## Estimate

### ADDRESS

City of South Lebanon

ESTIMATE # 1240

DATE 05/06/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	U/M	AMOUNT
	<b>611 - 12" Conduit</b>	Type B, 707.33 Installing 12" storm sewer across king ave Repairing catch basin Backfill with grits and lsm Paving contractor onsite will be in charge of asphalt	1	8,560.00	LF	8,560.00
	<b>611 - 24" Conduit</b>	Type B, 707.33 Installing two 24" culverts across king ave  Repairing 3 catch basins back fill with grits and LSM Paving by on site asphalt contractor	2	11,391.00	LF	22,782.00
	<b>609 Concrete Curb</b>	Type C-2 and sidewalk	1	650.00	LF	650.00

Pay by clicking the Review and Pay Button.

Please sign and date below that you are accepting the estimate for the project and that you have read and agree to the Warranties and Conditions attached here. Return the estimate to dan@benchmarklm.com

SUBTOTAL	31,992.00
TAX	0.00
<b>TOTAL</b>	<b>\$31,992.00</b>

Accepted By

Accepted Date

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

## MEMORANDUM

**To:** Mayor & City Council  
**From:** Jerry Haddix, City Administrator  
**CC:** Andrew Meier, Law Director  
**Date:** May 12, 2025  
**Subject:** Board & Commission Appointments

---

We have a couple of Board/Commission Appointment issues to address at the 5/15 meeting:

- William Kocher, 413 Old Willow Court, was appointed to the Civil Service Commission (CSC) in 2023 when the Commission was established. It has three (3) members with initial terms of 2, 4, & 6 years. Per Sect. 7.05(A) of the Charter, CSC appointments are six (6) years after the initial term. Based on his knowledge & experience in public sector personnel issue, the Mayor is recommending the re-appointment of Mr. Kocher to the CSC for a six (6) year term.
- Clyde Adkins was appointed to the City Planning Commission for a six (6) term commencing on January 1, 2024. Since January 1, 2024, the City Planning Commission has held eight (8) meetings. Mr. Adkins has missed five (5) consecutive Planning Commission meetings and has not attended a meeting since June 24, 2024. Therefore, the Mayor is recommending to remove Mr. Adkins from the Planning Commission and will recommend a replacement member, as required by Sect. 7.02(B) of the Charter, at a future meeting.

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

# OLD BUSINESS

**CITY OF SOUTH LEBANON  
MEMORANDUM**

**To:** Mayor & City Council

**From:** Jerry Haddix, City Administrator

**CC:** Andrew Meier, Law Director

**Date:** April 28, 2025

**Subject:** Cannabis Text Amendment Ordinance

---

On April 24, 2025, the required public hearing for the zoning text amendment prohibiting the sale of cannabis in the City was held. Per Section 15.7.11 of the City zoning regulations, the City Council must act on the zoning amendment request. Therefore, the first reading for the ordinance will be at the May 1<sup>st</sup> meeting.

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

**CITY OF SOUTH LEBANON, OHIO  
ORDINANCE NO. 2025-11**

**AN ORDINANCE ADOPTING ZONING REGULATIONS TEXT AMENDMENT  
RELATING TO A CHANGE TO THE RETAIL SALE OF CANNABIS WITHIN THE  
CITY OF SOUTH LEBANON**

**WHEREAS**, on July 2, 2024, the South Lebanon City Council adopted Resolution No. 2024-24 which imposed a 365-day moratorium on all cannabis-related activities within the City with an expiration date of August 2, 2025; and,

**WHEREAS**, per Resolution No. 2025-09, the South Lebanon City Council initiated a zoning text amendment to Section 15.9.9 [B-1 Neighborhood Business District] and 15.9.10 [B-2 General Business District] of the City Zoning Code to prohibit the retail sale of cannabis within the City; and

**WHEREAS**, the City Planning Commission, in accordance with Section 15.7.7 of the City Zoning Code, met on March 11, 2025, and recommended approval of the proposed zoning amendment relating to Sections 15.9.9 and 15.9.10 of the City Zoning Code; and,

**WHEREAS**, Section 7.03(C) states that the affirmative vote of at least four (4) Council members is necessary to pass any zoning ordinance; 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 April 24, 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 four (4) members of all members elected thereto concurring:

**Section 1.** Adopting Zoning Text Amendment relating to Sections 15.9.9 and 15.9.10 of the City Zoning Code to prohibit the sale of cannabis in the B-1 {Neighborhood Business District] and B-2 [General Business District], 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.

**Ordinance No. 2025-11**

**Page 2**

**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.

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

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

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

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

First Reading: 05/01/25

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

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

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

Prepared by and approved as to form:

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

**ORDINANCE NO. 2025-   - CITY OF SOUTH LEBANON**  
**ZONING TEXT AMENDMENTS**

*(Additions in ALL CAPS, Deletions are ~~striketrough~~)*

**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