

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
AGENDA**

July 01, 2025, at 6:00 P.M.

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests Sheriff Barry K. Riley, Warren County Sheriff's Office
- 5. Public Hearing: Public Hearing Fiscal Year 2026 Tax Budget**
6. Floor open to the public
7. New Business: Emergency Resolution 2025-24, indicating municipal services to certain real property proposed to be annexed to the City of South Lebanon from Hamilton Township, known as the Oeder Thornton Area Annexation

 Emergency Resolution 2025-25, regarding incompatible land uses and zoning buffer with respect to property proposed to be annexed to the City of South Lebanon from adjacent land remaining in Hamilton Township, known as the Oeder Thornton Area Annexation

 Emergency Resolution 2025-26 Authorizing the Director of Finance to submit the [interim] tax budget for Fiscal Year 2026 to the Warren County Auditor.

 Emergency Resolution 2025-27, Authorizing the Mayor and Director of Finance to execute a Development Agreement for the Arbors at Grandin Pond Phase Two Subdivision with Grandin Road Development, LLC.

 Emergency Resolution 2025-28, Authorizing the Mayor and Clerk of Council to Execute a Record Plat for the Arbors at Grandin Pond Phase Two Subdivision.

 Emergency Resolution 2025-29, Authorizing the Mayor and the Director of Finance to execute Addendum No. 3 with McGill Smith Punshon, Inc. for engineering and design services related to the River Corridor Sanitary Sewer Extension Project.

 Motion to Approve Invoices

 Approval of Meeting Minutes:
 Regular Meeting – June 17, 2025
8. Old Business: None

9. 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 | |

10. Adjournment

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

MEMORANDUM

To: Mayor & City Council

CC: Chase Kirby, Law Director
Tina Williams, Director of Finance

From: Jerry Haddix, City Administrator

Date: June 27, 2025

Subject: Oeder Thornton Area Annexation Resolutions

On June 13, 2025, an annexation petition was filed with the Warren County Commissioners to annex 186.2851 acres on Zoar Road and along the Little Miami River to the City of South Lebanon (see attached map). The property owners are the Oeder & Thornton families.

Per ORC 709.023(C), the municipality is required to adopt resolutions indicating services to be provided and a resolution re: incompatible uses and buffers within twenty (20) days from the date of the filing.

To ensure that they are filed with the twenty (20) days, these two (2) resolutions need to be adopted by emergency at the 7/1 meeting to be in effect within the twenty (20) days.

The Board of County Commissioners still has to approve the annexation and the City Council approves it if the County Commissioners approves it.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-24**

**A RESOLUTION REGARDING INCOMPATIBLE LAND USES AND ZONING
BUFFER WITH RESPECT TO 186.2851± ACRES OF REAL PROPERTY PROPOSED
TO BE ANNEXED TO THE CITY OF SOUTH LEBANON, OHIO, FROM ADJACENT
LAND REMAINING IN HAMILTON TOWNSHIP, WARREN COUNTY, AND
DECLARING AN EMERGENCY**

WHEREAS, pursuant to R.C. 709.023, real estate consisting of 186.2851 acres of real property was identified in a petition for annexation ("Oeder Thornton Area Annexation") filed with the Board of County Commissioners of Warren County, Ohio, on June 13, 2025, notice of such filing which, along with a copy of the petition, its attachments and documents accompanying the petition as filed were duly served upon the City of South Lebanon as prescribed by law and are on file with the City Clerk of Council; and

WHEREAS, R.C. 709.023(C) requires that if territory proposed for annexation is subject to township or county zoning at the time the annexation petition is filed, a municipal corporation to which land is proposed to be annexed shall adopt an ordinance or resolution stating that if the territory is annexed and becomes subject to city zoning that the city determines is clearly incompatible with the uses in the adjacent land remaining within the township under the current township or county zoning regulation, the city will, in the zoning legislation permitting the incompatible uses, require the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township; and

WHEREAS, R.C. 709.023(C) requires council to adopt and file a resolution or ordinance with the Warren County Board of County Commissioners indicating that buffers will be required for any zoning of the Oeder Thornton Area Annexation territory in the City of South Lebanon the city determines is incompatible with existing adjacent uses in the township within twenty (20) days after the date the petition is filed; and

WHEREAS, immediate action is required to assure this resolution is submitted to the Board of County Commissioners within the timeframe specified in the Ohio Revised Code, 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. In the event the above-referenced 186.2851 acres of real property known as the "Oeder Thornton Area Annexation" are annexed to the City of South Lebanon from Hamilton Township, Warren County, Ohio and the territory becomes subject to the City of South Lebanon zoning that permits uses in the annexed territory that the City of South Lebanon determines are clearly incompatible with the uses permitted under Warren County or Hamilton Township zoning in effect at the time of the filing of the petition on the land adjacent to the annexation territory and remaining in Hamilton Township, then the City of South Lebanon will require, in the zoning ordinance permitting such incompatible uses, that the owner of the annexed territory provide a

Resolution No. 2025-24

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buffer separating the use of the annexed territory and the adjacent land remaining in Hamilton Township.

Section 2. For purposes of this annexation, “buffer” includes, but is not limited to, open space, landscaping, fences, walls, and other structured elements; streets and rights-of-way; and bicycle and pedestrian paths and sidewalks.

Section 3. The Clerk is directed to provide a certified copy of this Resolution to the Board of County Commissioners of Warren County, Ohio for filing within 20 days of the date the Oeder Thornton Area Annexation Petition was filed with the Warren County Board of County Commissioners.

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.

Section 6. 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 1st day of July, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O’Brien, Clerk of Council

Remainder of page left blank intentionally

Resolution No. 2025-24
Page 3

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	_____ Yeas _____ Nays
Effective Date:	_____

Prepared by and approved as to form:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-25**

**A RESOLUTION INDICATING THE MUNICIPAL SERVICES TO BE PROVIDED TO
186.2851± ACRES OF REAL PROPERTY PROPOSED TO BE ANNEXED TO THE
CITY OF SOUTH LEBANON, OHIO, FROM HAMILTON TOWNSHIP, WARREN
COUNTY, AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to R.C. 709.023, real estate consisting of 186.2851 acres of real property was identified in a petition for annexation (“Oeder Thornton Area Annexation”) filed with the Board of County Commissioners of Warren County, Ohio, on June 13, 2025, notice of such filing which, along with a copy of the petition, its attachments and documents accompanying the petition as filed, were duly served upon the City of South Lebanon as prescribed by law, and are on file with the City Clerk of Council; and

WHEREAS, R.C. 709.023(C) and R.C. 709.023(E)(6) provides that the municipality to which any such land is proposed to be annexed shall indicate those services it will provide to such land and an approximate date by which it will provide them to the territory proposed for annexation upon annexation; and

WHEREAS, R.C. 709.023(C) requires the City Council to adopt a resolution indicating such services within twenty (20) days after the date the petition is filed; and

WHEREAS, immediate action is required to assure this resolution is adopted and submitted to the Board of County Commissioners within the timeframe specified in the Ohio Revised Code, 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. In the event the above-referenced 186.2851 acres of real property known as the “Oeder Thornton Area Annexation” are annexed to the City of South Lebanon from Hamilton Township, Warren County, Ohio, the City of South Lebanon will provide the entire annexed territory with the following services: public water that is currently available to the annexation territory police protection, snow and ice removal, zoning, a planning and zoning department with the full range of services including review, permit, inspection and developmental services, and waste collection. These services shall be available and provided when the City of South Lebanon’s resolution or ordinance accepting the annexation becomes final as provided by law. Public sanitary sewer will be provided when sanitary sewer infrastructure is extended and becomes available to the annexed territory. Services will be provided by the City of South Lebanon to the annexation territory on the same terms and conditions and subject to the rates, rules and regulations established by City ordinances including the codified ordinances of the City of South Lebanon as they are provided to properties located within the City of South Lebanon. A copy of the map or plat and legal description of the annexation territory is attached to this Resolution.

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Section 2. The annexation territory includes property owned in fee by annexation petitioners underlying Zoar Road rights of way. To the extent that any street or highway will be divided or segmented by the boundary line between Hamilton Township and the City of South Lebanon as to create a road maintenance problem, including Zoar Road, the City of South Lebanon agrees to and shall assume the maintenance of that street or highway or otherwise correct the problem.

Section 3. The Council of the City of South Lebanon supports the Oeder Thornton Area Annexation.

Section 4. The Clerk is directed to provide a certified copy of this Resolution to the Board of County Commissioners of Warren County, Ohio for filing within 20 days of the date the Oeder Thornton Area Annexation was filed with the Warren County Board of County Commissioners.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. 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 7. 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 1st day of July, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Resolution No. 2025-25
Page 3

Rules Suspended:	_____ (if applicable)
First Reading:	_____
Second Reading:	_____
Vote:	_____ Yeas _____ Nays
Effective Date:	_____

Prepared by and approved as to form:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

**DESCRIPTION FOR: VILLAGE OF SOUTH LEBANON
ANNEXATION**

**LOCATION: OEDER THORNTON AREA
186.2815 Acres**

Situate in Military Survey Numbers 520, 1546 & 1547, Hamilton Township, Warren County, Ohio and including the 108.9406 acres (Parcel I) and 3.0959 acres (Parcel II) tracts as conveyed to Joanne Parker, Trustee of the Joanne Parker Revocable Living Trust U/A/D December 6, 1997 (1/3 Interest), to Ronald Lee Oeder, Trustee of the Ronald Lee Oeder Revocable Trust U/A/D September 20, 2004 and to Jeffrey Lee Oeder, Successor Trustee of the Robert and Anita Oeder Family Trust (1/3 Interest) by deed recorded in Document Number 2025-008828, (all records of the Warren County, Ohio Recorder's Office), including 27.138 acres of the Little Miami Scenic Bike Trail (former Little Miami Railroad right-of-way) and conveyed to the Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913 and including 47.107 acres conveyed to Rose H. Thornton, Trustee by deed recorded in Official Record 1082, Page 6 and also being more particularly described as follows:

Beginning at a point in the existing corporation line of the City of South Lebanon, at the northwest corner of Highmeadow Subdivision, Section 1 as shown on plat recorded in Plat Book 106, P. 79. Said point also being the southwest corner of said 108.9406 acre (Parcel I);

Thence, with westerly lines of said 108.9406 acre (Parcel I), the following eight (8) courses and distances:

- 1.) Along said existing corporation line, North 07°27'40" East, 923.67 feet;
- 2.) Continuing along said existing corporation line, North 05°47'14" East, 377.10 feet;
- 3.) Continuing along said existing corporation line, North 17°09'09" West, 96.49 feet;
- 4.) Continuing along said existing corporation line, North 57°39'09" West, 176.88 feet;
- 5.) Continuing along said existing corporation line, North 51°09'09" West, 176.88 feet;
- 6.) Continuing along said existing corporation line, North 72°39'09" West, 145.20 feet;
- 7.) Continuing along said existing corporation line in part, North 78°54'09" West, leaving said existing corporation line at 279.36 feet, a total distance of 515.46 feet;
- 8.) North 06°05'51" East, 95.47 feet to the south line of aforesaid 27.138 acres of the Little Miami Scenic Bike Trail (former Little Miami Railroad right-of-way) conveyed to the Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913;

Thence along lines of said Little Miami Scenic Bike Trail (former Little Miami Railroad right-of-way) and Ohio Department of Natural Resources tract, the following twenty-three (23) courses and distances:

- 1.) With an arc deflecting to the right, having a central angle of $5^{\circ}40'42''$, a radius of 1397.15 feet and a length of 138.47 feet. The chord of said arc bears South $55^{\circ}31'12''$ West, 138.41 feet;
- 2.) South $31^{\circ}38'27''$ East, 35.00 feet;
- 3.) With an arc deflecting to the right, having a central angle of $3^{\circ}51'50''$, a radius of 1432.15 feet and a length of 96.58 feet. The chord of said arc bears South $60^{\circ}17'28''$ West, 96.56 feet;
- 4.) With an arc deflecting to the right, having a central angle of $19^{\circ}51'00''$, a radius of 1164.44 feet and a length of 403.42 feet. The chord of said arc bears South $72^{\circ}31'14''$ West, 401.41 feet to the west line of aforesaid Military Survey Number 1546 and east line of aforesaid Military Survey Number 1547;
- 5.) Along said military survey lines, North $06^{\circ}08'43''$ East, 45.34 feet;
- 6.) Leaving said military survey lines, with an arc deflecting to the right, having a central angle of $4^{\circ}39'49''$, a radius of 1120.44 feet and a length of 91.20 feet. The chord of said arc bears South $84^{\circ}13'42''$ West, 91.17 feet;
- 7.) With an arc deflecting to the right, having a central angle of $21^{\circ}13'01''$, a radius of 1660.84 feet and a length of 615.02 feet. The chord of said arc bears North $82^{\circ}40'27''$ West, 611.51 feet;
- 8.) With an arc deflecting to the right, having a central angle of $1^{\circ}30'32''$, a radius of 2246.36 feet and a length of 59.16 feet. The chord of said arc bears North $71^{\circ}49'18''$ West, 59.16 feet to the aforesaid existing corporation line of the City of South Lebanon;
- 9.) Along said existing corporation line, North $06^{\circ}33'10'$ East, 67.62 feet;
- 10.) Leaving said existing corporation line, with an arc deflecting to the left, having a central angle of $1^{\circ}53'51''$, a radius of 2180.36 feet and a length of 72.21 feet. The chord of said arc bears South $71^{\circ}38'06''$ East, 72.21 feet;
- 11.) With an arc deflecting to the left, having a central angle of $21^{\circ}13'28''$, a radius of 1594.84 feet and a length of 590.78 feet. The chord of said arc bears South $82^{\circ}40'02''$ East, 587.41 feet;
- 12.) With an arc deflecting to the left, having a central angle of $23^{\circ}56'25''$, a radius of 1054.44 feet and a length of 440.58 feet. The chord of said arc bears North $74^{\circ}35'06''$ East, 437.39 feet;

- 13.) With an arc deflecting to the left, having a central angle of 9°37'52", a radius of 1322.15 feet and a length of 222.25 feet. The chord of said arc bears North 57°23'31" East, 221.98 feet;
- 14.) With an arc deflecting to the left, having a central angle of 1°10'25", a radius of 2359.07 feet and a length of 48.32 feet. The chord of said arc bears North 51°28'47" East, 48.32 feet;
- 15.) North 06°18'29" West, 10.63 feet;
- 16.) North 02°16'42" West, 1.18 feet;
- 17.) North 48°05'14" East, 282.36 feet;
- 18.) North 45°40'23" East, 3.86 feet;
- 19.) North 46°35'26" East, 199.73 feet;
- 20.) With an arc deflecting to the right, having a central angle of 12°23'16", a radius of 2104.13 feet and a length of 454.93 feet. The chord of said arc bears North 54°36'02" East, 454.04 feet;
- 21.) With an arc deflecting to the right, having a central angle of 13°15'40", a radius of 2850.97 feet and a length of 659.86 feet. The chord of said arc bears North 67°25'30" East, 658.39 feet;
- 22.) North 77°02'13" East, 179.90 feet;
- 23.) With an arc deflecting to the right, having a central angle of 27°51'19", a radius of 983.09 feet and a length of 477.94 feet. The chord of said arc bears South 84°56'17" East, 473.25 feet to the southwest corner of aforesaid 3.0959 acre (Parcel II);

Thence, with lines of said 3.0959 acre (Parcel II), the following eleven (11) courses and distances:

- 1.) North 02°12'16" West, 49.52 feet to the low water mark of the Little Miami River;
- 2.) With said low water mark, South 67°51'27" East, 142.15 feet;
- 3.) Continuing with said low water mark, South 62°11'50" East, 112.94 feet;
- 4.) Continuing with said low water mark, South 46°44'39" East, 95.92 feet;
- 5.) Continuing with said low water mark, South 63°34'41" East, 292.52 feet;
- 6.) Continuing with said low water mark, South 77°32'07" East, 286.47 feet;
- 7.) Continuing with said low water mark, South 80°38'20" East, 250.52 feet;
- 8.) Continuing with said low water mark, South 82°37'54" East, 199.53 feet;
- 9.) Continuing with said low water mark, South 83°58'01" East, 177.62 feet;
- 10.) Continuing with said low water mark, South 77°47'54" East, 142.80 feet;
- 11.) Leaving said low water mark, South 07°30'43" West, 148.82 feet to a north line of aforesaid 27.138 acres of the Little Miami Scenic Bike Trail (former Little Miami

Railroad right-of-way) conveyed to the Ohio Department of Natural Resources by deed recorded in Official Record 31, Page 913;

Thence along lines of said Little Miami Scenic Bike Trail (former Little Miami Railroad right-of-way) and Ohio Department of Natural Resources tract, the following thirty-four (34) courses and distances:

- 1.) South 77°09'31" East, 2205.12 feet;
- 2.) South 77°15'59" East, 2227.21 feet to the center of Stubbs Mills Road (40' R/W);
- 3.) Along the centerline of said Stubbs Mills Road, South 14°08'44" West, 1.00 feet;
- 4.) Leaving the centerline of said Stubbs Mills Road, South 77°15'59" East, 1088.49 feet;
- 5.) South 78°26'04" East, 326.87 feet;
- 6.) North 14°18'35" East, 1.00 feet;
- 7.) South 78°26'04" East, 51.35 feet;
- 8.) With an arc deflecting to the left, having a central angle of 6°54'09", a radius of 11426.20 feet and a length of 1376.54 feet. The chord of said arc bears South 83°03'48" East, 1375.71 feet;
- 9.) South 86°31'09" East, 2814.21 feet;
- 10.) South 10°02'21" West, 6.54 feet;
- 11.) South 86°31'09" East, 202.20 feet;
- 12.) With an arc deflecting to the right, having a central angle of 5°40'05", a radius of 5756.19 feet and a length of 569.44 feet. The chord of said arc bears South 83°40'54" East, 569.21 feet;
- 13.) South 80°50'49" East, 484.40 feet;
- 14.) With an arc deflecting to the right, having a central angle of 6°17'21", a radius of 3645.30 feet and a length of 400.13 feet. The chord of said arc bears South 77°42'09" East, 399.93 feet to the east line of said aforesaid Military Survey 520 and west line of Military Survey Number 2529, also being the east line of aforesaid Hamilton Township and west line of Salem Township;
- 15.) Along said military survey and township lines, South 07°58'31" West, 66.57 feet;
- 16.) Leaving said military survey and township lines, with an arc deflecting to the left, having a central angle of 6°25'39", a radius of 3579.30 feet and a length of 401.53 feet. The chord of said arc bears North 77°38'00" West, 401.32 feet;
- 17.) North 80°50'49" West, 484.40 feet;
- 18.) With an arc deflecting to the left, having a central angle of 5°40'05", a radius of 5690.15 feet and a length of 562.91 feet. The chord of said arc bears North 83°40'54" West, 562.68 feet;

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McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



- 19.) North 86°31'09" West, 209.78 feet;
- 20.) North 10°02'21" East, 6.54 feet;
- 21.) North 86°31'09" West, 580.51 feet;
- 22.) South 03°28'51" West, 6.00 feet;
- 23.) North 86°31'09" West, 1470.00 feet;
- 24.) North 10°06'21" East, 6.04 feet;
- 25.) North 86°31'09" West, 756.81 feet;
- 26.) With an arc deflecting to the right, having a central angle of 6°54'47", a radius of 11492.20 feet and a length of 1386.62 feet. The chord of said arc bears North 83°03'29" West, 1385.78 feet;
- 27.) South 13°29'11" West, 5.97 feet;
- 28.) North 78°26'04" West, 378.02 feet;
- 29.) North 77°15'59" West, 1091.31 feet to the center of said Stubbs Mills Road (40' R/W);
- 30.) Along the centerline of said Stubbs Mills Road, North 14°39'01" East, 6.00 feet;
- 31.) Leaving the centerline of said Stubbs Mills Road, North 77°15'59" West, 2224.60 feet;
- 32.) North 77°09'31" West, 2093.44 feet;
- 33.) South 12°50'29" West, 7.00 feet;
- 34.) North 77°09'31" West, 105.70 feet to the northeast corner of aforesaid 108.9406 acre (Parcel I);

Thence, along the east of said 108.9406 acre (Parcel I), South 07°30'43" West, 1163.41 feet to the northeast corner of aforesaid 47.107 acres conveyed to Rose H. Thornton, Trustee by deed recorded in Official Record 1082, Page 6;

Thence, with lines of said 47.107 acres conveyed to Rose H. Thornton, Trustee, the following ten (10) courses and distances:

- 1.) South 09°01'07" West, 734.87 feet;
- 2.) South 63°00'38" West, 352.67 feet;
- 3.) North 65°18'08" West, 220.00 feet;
- 4.) South 57°21'52" West, 190.00 feet;
- 5.) South 06°21'52" West, 241.00 feet;
- 6.) South 23°36'52" West, 818.00 feet to the centerline of Zoar Road (current right-of-way varies in width)
- 7.) With said centerline, North 38°53'08" West, 199.96 feet to the aforesaid existing corporation line of the City of South Lebanon;

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- 8.) Continuing with said centerline and with said existing corporation line, North 20°24'48" West, 189.88 feet;
- 9.) Continuing with said centerline and existing corporation line, North 33°48'35" West, 533.86 feet;
- 10.) Continuing with said centerline and existing corporation line, North 69°43'00" West, 57.99 feet to a southeasterly corner aforesaid 108.9406 acre (Parcel I);

Thence, with lines of said 108.9406 acre (Parcel I), the following thirteen (13) courses and distances:

- 1.) Leaving said centerline and continuing with said existing corporation line North 55°36'10" West, 36.74 feet;
- 2.) North 00°06'29" West, 1250.87 feet;
- 3.) North 03°17'17" East, 354.57 feet;
- 4.) North 82°35'19" West, 204.80 feet;
- 5.) South 01°50'34" West, 536.21 feet;
- 6.) South 85°33'47" West, 143.29 feet;
- 7.) North 89°07'22" West, 95.11 feet;
- 8.) North 89°38'24" West, 120.68 feet;
- 9.) South 09°13'18" West, 197.36 feet;
- 10.) South 11°23'33" East, 309.28 feet;
- 11.) South 81°48'57" East, 286.16 feet;
- 12.) South 00°06'37" East, 511.10 feet to the aforesaid existing corporation line of the City of South Lebanon;
- 13.) Thence, with said existing corporation line, North 81°34'23" West, 671.66 feet to the point of beginning.

Containing 186.2815 acres, more or less, of land.

Subject to all legal highways, easements and restrictions of record.

The above description is the result of plat titled Plat of Annexation City of South Lebanon "Oeder Thornton Area" prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 10th of June 2025.

Bearings and the above description are based on existing property deeds (all records of the Warren County, Ohio Recorder's Office) and is not the result of a field survey. In circumstances

where the original deed did not contain metes and bounds- the U.S. State Plane NAD 83, Ohio South Zone 3402 coordinate system was used.

Prepared by: McGill Smith Punshon, Inc.

Date: 10 June 2025

MSP No.: 18532.10

18532103-LEG-ANX-186.2815ac

**CITY OF SOUTH LEBANON
MEMORANDUM**

To: Mayor & City Council

CC: Jerry Haddix, City Administrator

From: Tina Williams, Director of Finance

Date: June 27, 2025

Subject: FY2026 Tax Budget

The Finance Committee met on Thursday, June 26th, 2025, and reviewed the 2026 Interim Tax Budget. The committee is recommending approval of the attached emergency resolution and submission of the tax budget to the Warren County Auditor.

The Tax Budget is required to be adopted by July 15th and submitted to the County Auditor before July 20th each year. Failure to approve and submit a tax budget timely may jeopardize the City's share of Local Government Funds.

The purpose of the tax budget is to assess the overall financial health of the City and determine if the rate that is levied for property taxes along with other sources of revenue is sufficient to meet the city's financial needs. The tax budget includes detailed information on revenues and expenditures for the General Fund and summary information on all other funds that do not receive property taxes.

The City's General Fund collects 1.3 mills in property taxes. It is estimated that \$287,000 will be collected in property taxes for FY2026. The main source of revenue in our General Fund is from the City's Municipal Income Tax. With a tax rate of 1%, we have estimated \$2,675,000 million in collections for FY2026. This amount is conservative and based on previous year's collections. We are expecting an overall decrease in General Fund revenue and expenditures in 2026 due to onetime grant funding in the amount of \$812,797 budgeted in 2025 for capital improvements to the Community Center. The fund balance at the end of 2026 for the General Fund is estimated at \$4.6 million.

Revenue and expenses for all other funds is expected to be comparable to the 2025 budget. The tax budget begins the budget process by certifying estimated revenues to the County Auditor. Once the tax budget is approved by the County Auditor and estimated resources set for FY2026, annual appropriations can be planned and passed by Council.

Attached is a summary of the 2026 Tax Budget for all funds.

CITY OF SOUTH LEBANON, WARREN COUNTY
TAX BUDGET SUMMARY
YEAR 2026

FUND	Estimated Unencumbered Fund Balance 1/1/2026	Estimated Receipts				Total Amount Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2026
		Property Tax	County Local Govt Funds	Other Sources	Total Estimate Resources		Payroll and Employee Benefits	Other	Total	
GENERAL FUND	5,082,836.94	287,000.00	30,000.00	3,229,000.00	3,546,000.00	8,628,836.94	1,301,840.00	2,709,800.00	4,011,640.00	4,617,196.94
SPECIAL REVENUE FUNDS										
Street	1,149,758.20			440,000.00	440,000.00	1,589,758.20	40,000.00	452,500.00	492,500.00	1,097,258.20
Shepherd's Crossing Improvements	4,059.79			0.00	0.00	4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	150,943.43			50,000.00	50,000.00	200,943.43		100,000.00	100,000.00	100,943.43
Homestead Public Improvements	26,421.68			0.00	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	26,625.89			15,000.00	15,000.00	41,625.89		15,000.00	15,000.00	26,625.89
DUI	1,625.00			0.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	3,197.93			2,500.00	2,500.00	5,697.93		2,500.00	2,500.00	3,197.93
TIF Fund / Rivers Crossing	1,000.00			1,445,000.00	1,445,000.00	1,446,000.00		1,445,000.00	1,445,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65			0.00	0.00	1,752.65		1,752.65	1,752.65	0.00
TIF Fund / Riverside	1,000.00			1,100,000.00	1,100,000.00	1,101,000.00		1,100,000.00	1,100,000.00	1,000.00
OneOhio Opioid Settlement	4,355.58			500.00	500.00	4,855.58		0.00	0.00	4,855.58
ENTERPRISE FUNDS										
Water	2,927,102.34			1,270,000.00	1,270,000.00	4,197,102.34	416,950.00	752,368.00	1,169,318.00	3,027,784.34
Sewer	5,745,020.66			1,620,919.00	1,620,919.00	7,365,939.66	395,257.00	1,225,119.00	1,620,376.00	5,745,563.66
Sanitation	422,838.61			630,000.00	630,000.00	1,052,838.61	17,000.00	579,200.00	596,200.00	456,638.61
Deposit Trust	114,146.37			19,000.00	19,000.00	133,146.37	0.00	50,000.00	50,000.00	83,146.37
Utility Maintenance Reserve	139,207.77			5,000.00	5,000.00	144,207.77	0.00	125,000.00	125,000.00	19,207.77
TOTAL FUNDS	15,801,892.84	287,000.00	30,000.00	9,826,919.00	10,143,919.00	25,945,811.84	2,171,047.00	8,590,346.12	10,761,393.12	15,184,418.72

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-26**

**A RESOLUTION APPROVING OF AND AUTHORIZING THE DIRECTOR OF
FINANCE TO SUBMIT THE [INTERIM] TAX BUDGET FOR FISCAL YEAR 2026 TO
THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY**

WHEREAS, the City is required to timely submit an [interim] tax budget for each fiscal year to the County Auditor; and,

WHEREAS, the Director of Finance has prepared the FY2026 [interim] tax budget for the City, and provided a copy to the Council; and,

WHEREAS, immediate action is required for the City's FY 2026 [interim] Tax Budget to be timely submitted to the County Auditor in order for the City to fund its FY2026 operations, 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 does hereby approve of the [interim] Tax Budget prepared by the Director of Finance for FY2026.

Section 2. That the Council does authorize the Director of Finance to submit the [interim] Tax Budget for FY2026 to the County Auditor.

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

Section 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.

Resolution 2025-26 – FY2026 Tax Budget

Adopted this 1st day of July, 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: _____

Fiscal Review:

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

WARREN
COUNTY

B U D G E T -
OF-

CITY OF SOUTH LEBANON

FOR FISCAL YEAR
BEGINNING JANUARY 1, 2026

Filed _____,

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

TAX LEVIES AND RATES FOR . IN CITY OF SOUTH LEBANON SPECIAL.
TAX VALUATION \$

	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
LEVIES OUTSIDE OF 10 MILL LIMITATION -	
County	
Township	
School	
Municipality	
TOTAL	
TOTAL LEVY FOR ALL PURPOSES	

The Board of Trustees of said Special District hereby submits its Annual Budget for the year commencing January 1st, 2026 for consideration of the County Budget Commission pursuant of Section 5705.30 of the Revised Code.

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

		Amount Approved by Budget Commission	Amount to be Derived from Levies	County Auditor's Estimate of Tax Rate to be Levied	
		Inside 10 Mill Limitation	Outside 10 Mill Limitation	Inside 10 Mill Limit	Outside 10 Mill Limit
Fund Description	Levy Description	Column I	Column II	Column III	Column IV
TOTAL					

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2026

FUND CLASSIFICATION: GENERAL

DESCRIPTION	2023 Actual	2024 Actual	Current Year Estimated for 2025	Budget Year Estimated for 2026
FUND BALANCE 1/1	\$4,169,216.95	\$5,244,483.47	\$5,820,328.86	\$5,082,836.94
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$194,535.15	\$208,990.31	\$287,000.00	\$287,000.00
Municipal Income Tax	\$2,687,151.84	\$2,559,260.09	\$2,575,000.00	\$2,675,000.00
State Shared Taxes				
Local Government - County	\$30,517.94	\$28,183.86	\$29,059.08	\$30,000.00
Intergovernmental				
Local Government - State	\$33,360.79	\$31,429.96	\$30,000.00	\$32,000.00
Property - Homestead and Rollback	\$27,522.35	\$29,280.92	\$25,000.00	\$35,000.00
Other State Shared Taxes and Permits	\$1,898.70	\$9,133.02	\$2,000.00	\$2,000.00
Grants - State and Federal	\$127,800.00	\$0.00	\$938,128.00	\$0.00
Fines, Licenses and Permits				
Court Costs	\$28,431.27	\$44,501.49	\$50,000.00	\$40,000.00
Zoning	\$63,734.09	\$127,344.72	\$50,000.00	\$50,000.00
Cable Franchise Fees	\$71,532.60	\$65,194.51	\$74,000.00	\$65,000.00
Earnings on Investments	\$306,627.33	\$429,423.90	\$300,000.00	\$300,000.00
Miscellaneous	\$30,414.85	\$28,342.50	\$32,500.00	\$30,000.00
Total Revenue	\$3,603,526.91	\$3,561,085.28	\$4,392,687.08	\$3,546,000.00
Expenditures				
Security of Persons & Property				
Police Enforcement	\$724,150.37	\$856,266.37	\$900,015.00	\$1,025,000.00
Street Lighting	\$67,291.93	\$46,323.34	\$55,000.00	\$60,000.00
Health & Human Services	\$7,485.33	\$9,653.42	\$13,000.00	\$13,000.00
Leisure - Parks & Recreation	\$26,925.29	\$14,716.95	\$80,000.00	\$80,000.00
Community Planning and Zoning	\$0.00	\$0.00	\$0.00	\$75,000.00
Public Utilities - Admin. Staff Salaries	\$161,647.32	\$151,339.83	\$235,700.00	\$260,000.00
General Government				
Council & Mayor - Salaries	\$46,550.00	\$59,275.00	\$65,125.00	\$73,000.00
Administration - Salaries	\$75,349.03	\$57,423.40	\$152,000.00	\$159,600.00
Employee Benefits	\$185,110.95	\$198,399.64	\$343,800.00	\$344,200.00
Council & Mayor - Other Expenses	\$21,808.93	\$22,957.14	\$27,350.00	\$28,200.00
Administration - Other Expenses	\$8,756.31	\$8,146.88	\$14,000.00	\$13,000.00
Mayor's Court - Salaries	\$59,623.15	\$61,832.70	\$68,500.00	\$70,540.00
Mayor's Court - Other Expenses	\$5,856.86	\$4,232.02	\$8,400.00	\$8,400.00
Finance - Salaries	\$109,989.51	\$116,867.58	\$142,000.00	\$149,100.00
Finance - Other Expenses	\$26,301.30	\$27,175.00	\$34,200.00	\$35,200.00
Law Director - Salary	\$26,683.33	\$27,000.00	\$27,000.00	\$30,000.00
Income Tax - Salaries	\$93,459.23	\$79,886.69	\$135,000.00	\$140,400.00
Income Tax - Other Expenses	\$15,369.72	\$15,644.42	\$19,350.00	\$19,800.00
Income Tax Refunds	\$113,323.13	\$70,710.09	\$60,000.00	\$60,000.00
Land and Buildings	\$47,822.70	\$43,288.30	\$93,000.00	\$93,000.00
Property Tax Collection Fees	\$5,840.11	\$22,229.78	\$8,000.00	\$14,000.00
Other General Government	\$258,555.37	\$192,775.95	\$335,200.00	\$335,200.00
Capital Outlay	\$434,063.07	\$266,282.89	\$2,313,539.00	\$1,000,000.00
Total Expenditures	\$2,521,962.94	\$2,352,427.39	\$5,130,179.00	\$4,011,640.00

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2026**

FUND CLASSIFICATION: GENERAL

Other Financing Sources & Uses				
Other Uses of Funds				
Transfers - Out to Debt Services	\$7,812.50	\$632,812.50	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$7,812.50	\$632,812.50	\$0.00	\$0.00
Fund Balance 12/31	\$5,244,483.47	\$5,820,328.86	\$5,082,836.94	\$4,617,196.94
Less: Encumbrances 12/31	\$84,751.72	\$130,540.85	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$5,159,731.75	\$5,689,788.01	\$5,082,836.94	\$4,617,196.94

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2026

FUND CLASSIFICATION: SPECIAL REVENUE

FUND	Estimated Unencumbered Fund Balance 1/1/2026	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2026
				Personal Services	Other	Total	
Street	1,149,758.20	440,000.00	1,589,758.20	40,000.00	452,500.00	492,500.00	1,097,258.20
Shepherd's Crossing Improvements	4,059.79		4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	150,943.43	50,000.00	200,943.43		100,000.00	100,000.00	100,943.43
Homestead Public Improvements	26,421.68	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	26,625.89	15,000.00	41,625.89		15,000.00	15,000.00	26,625.89
DUI	1,625.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	3,197.93	2,500.00	5,697.93		2,500.00	2,500.00	3,197.93
TIF Fund / Rivers Crossing	1,000.00	1,445,000.00	1,446,000.00		1,445,000.00	1,445,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65	0.00	1,752.65		1,752.65	1,752.65	0.00
TIF Fund / Riverside	1,000.00	1,100,000.00	1,101,000.00		1,100,000.00	1,100,000.00	1,000.00
OneOhio Opioid Settlement	4,355.58	500.00	4,855.58		0.00	0.00	4,855.58
TOTAL SPECIAL REVENUE FUNDS	1,370,740.15	3,053,000.00	4,423,740.15	40,000.00	3,148,859.12	3,188,859.12	1,234,881.03

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2026

FUND CLASSIFICATION: ENTERPRISE

FUND	Estimated Unencumbered Fund Balance 1/1/2026	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2026
				Personal Services	Other	Total	
Water	2,927,102.34	1,270,000.00	4,197,102.34	416,950.00	752,368.00	1,169,318.00	3,027,784.34
Sewer	5,745,020.66	1,620,919.00	7,365,939.66	395,257.00	1,225,119.00	1,620,376.00	5,745,563.66
Sanitation	422,838.61	630,000.00	1,052,838.61	17,000.00	579,200.00	596,200.00	456,638.61
Deposit Trust	114,146.37	19,000.00	133,146.37		50,000.00	50,000.00	83,146.37
Utility Maintenance Reserve	139,207.77	5,000.00	144,207.77		125,000.00	125,000.00	19,207.77
TOTAL ENTERPRISE FUNDS	9,348,315.75	3,544,919.00	12,893,234.75	829,207.00	2,731,687.00	3,560,894.00	9,332,340.75

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2026**

TOTAL OF ALL FUNDS

FUND	Estimated Unencumbered Fund Balance 1/1/2026	Estimated Receipts				Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2026
		Property Tax	County Local Govt Funds	Other	Total		Personal Services	Other	Total	
GENERAL	5,082,836.94	287,000.00	30,000.00	3,229,000.00	3,546,000.00	8,628,836.94	1,301,840.00	2,709,800.00	4,011,640.00	4,617,196.94
SPECIAL REVENUE	1,370,740.15			3,053,000.00	3,053,000.00	4,423,740.15	40,000.00	3,148,859.12	3,188,859.12	1,234,881.03
DEBT SERVICE	0.00			0.00	0.00	0.00		0.00	0.00	0.00
CAPITAL PROJECTS	0.00			0.00	0.00	0.00		0.00	0.00	0.00
ENTERPRISE	9,348,315.75			3,544,919.00	3,544,919.00	12,893,234.75	829,207.00	2,731,687.00	3,560,894.00	9,332,340.75
CUSTODIAL	0.00			0.00	0.00	0.00		0.00	0.00	0.00
	15,801,892.84	287,000.00	30,000.00	9,826,919.00	10,143,919.00	25,945,811.84	2,171,047.00	8,590,346.12	10,761,393.12	15,184,418.72

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: June 27, 2025

Subject: Arbors at Grandin Pond Phase Two Final Plat & Development Agreement

Attached are resolutions to approve the final plat for the Arbors at Grandin Pond Phase Two Subdivision as well as the development agreement. All of the infrastructure improvements with the exception of the items listed on the cost estimate in the development agreement have already been completed.

This plat will create 55 lots on 15.7928 acres along Grandin Road.

The South Lebanon Planning Commission conditionally approved the final plat on April 25th. This requires City Council approval of the development agreement and final plat prior to recording of the record plat.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-27**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE A DEVELOPMENT AGREEMENT FOR THE ARBORS AT
GRANDIN POND PHASE TWO SUBDIVISION WITH GRANDIN ROAD
DEVELOPMENT, LLC, AND DECLARING AN EMERGENCY**

WHEREAS, Section 15.20.7 of the City's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the City to enter into a development agreement with the City relating to the construction of improvements within the subdivision; and,

WHEREAS, Grandin Road Development, LLC is the developer of the Arbors at Grandin Pond Phase Two Subdivision in the City, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the City and its citizens relating to the construction of said Development, 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 authorizes the Mayor and Director of Finance to execute the Development Agreement relating to the Arbors at Grandin Pond Phase Two Subdivision with Grandin Road Development, LLC, a copy of which is attached hereto.

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

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

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

Resolution 2025-27
Page 2

Adopted this day of July 1, 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:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the City of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "City"), and Grandin Road Development, LLC, whose mailing address is 7861 E. Kemper Road, Cincinnati, OH 45249, (the "Developer"), and USI Insurance Services, LLC, whose mailing address is P.O. Box 62880, Virginia Beach, VA 23466 ("the Surety"), is in accordance with the City's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Administrator for the completion of the public and other improvements associated with the residential development known as The Arbors at Grandin Pond Phase Two ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 16-05-100-019, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, in accordance with Sec. 15.20.7 (2) of the City's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the City's Ordinances, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the City's Subdivision Regulations, incorporated herein by reference; and

WHEREAS, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the City right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall remain private, if any, (intersections with street, sanitary, water and/or storm water systems of

the City); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the City and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

NOW, THEREFORE IT IS AGREED:

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the City, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the City's Ordinances, Resolutions and Subdivision Regulations. The City shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The City will only consider this phased acceptance if this action would be, in the sole opinion of the City Council, in the City's best interest.

4. The Developer, upon completion of construction shall submit to the City reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the City's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the City. Prior to acceptance of the Public Improvements by the City, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the City and in such a manner as not to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the City's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the City. The costs to the City shall be based upon the City Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the City's staff, otherwise, the cost to the City shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the City and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the City a reasonable amount as determined by the Administrator to pay for these additional costs.
 - 6.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the City and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the City, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the City, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving operations associated with the development of the site by Developer. Such geotechnical engineer shall provide a written report and copies of the field notes to the City upon completion of the

same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

6.2 Before starting the construction of any improvements, the Developer shall ascertain from the Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Administrator or the Administrator's designee be less than twenty-four (24) hours prior to a desired inspection.

6.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the City has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility for a period of two (2) years from the date of formal acceptance of the improvements by the City, to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

7.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the City's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the City's Law Director. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

7.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the City ("Issuer") and issued in favor of the Council of the City of South Lebanon, Ohio for the **Performance bond** in the sum of \$110,709.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of June 25, 2025, in accordance with the Development Plan and the corresponding schedule of values approved by the City (attached as "Exhibit D") to secure

100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the City and shall contain the following language:

“It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the City Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**”

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

“The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the City Council may declare the Developer to be in**

default and demand immediate payment of all sums under this Letter of Credit."

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in The Arbors at Grandin Pond Phase Two Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and the section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the City Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within The Arbors at Grandin Pond Phase Two Subdivision.

The condition of Default shall occur when the City Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the City Council upon demand after the following have occurred: (i) the Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Administrator; (ii) the Administrator shall copy the Director of Finance on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Administrator within fourteen (14) days of the Default Notice, unless the City Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the City Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the City's Director of Finance within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the City Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the City may solely determine, as well as apply the funds to any costs incurred by the City which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to

costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the City in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the City for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the City's Director of Finance within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to City Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the City Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading, provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the City.

Any such reduction shall be based on a schedule of values approved by the City and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the City.

- 7.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the City's Director of Finance. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the City Director of Finance, and the City Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the City Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.
- 7.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the City's Director of Finance, and release of liability upon full payment.
- 7.2 Maintenance Bond. Upon completion of the final improvements as determined by the Administrator and engineer acting in the service of the City and pursuant to the Subdivision Regulations, the Developer shall post a Maintenance Bond pursuant to the City's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the City in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.
8. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before July 1, 2025 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time

is hereby fixed by the City as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the City in its reasonable discretion but only after a written application filed with the City Planning Commission. Such extension, however, will be conditioned upon the Developer providing the City with updated costs sheets for improvements not yet constructed, and the City may request additional bonding in an acceptable form as provided in paragraph 9 above.

9. Indemnification. The Developer agrees to indemnify and hold the City harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the City per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the City. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable
10. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the City as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
11. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
12. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

13. 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 either 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.
14. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
16. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

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DEVELOPER:

IN EXECUTION WHEREOF, GRANDIN ROAD DEVELOPMENT, LLC referred to as the Developer herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, **COUNTY OF** _____, **ss.**

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

SURETY (if applicable)

IN EXECUTION WHEREOF, USI INSURANCE SERVICES, LLC, referred to as the Surety herein, has caused this Agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

SURETY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of _____, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of _____, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

[remainder of the page is blank]

CITY:

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

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Director of Finance_

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

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

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

CHASE T. KIRBY

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Law Director

Exhibit "A" - Legal Description of the Entire Tract(s)

[insert or attach hereto]

Exhibit “B” – City’s Fee Schedule

Administrator	\$95/hour
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Public Works Employees	\$55/hour
------------------------	-----------

Exhibit “C” – Professional Consultant’s Fee Schedule

[attach hereto]

2025 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$165
Professional Surveyor	\$165
Landscape Architect	\$125
Designer	\$110
Field Surveyor	\$120
Administrative	\$80
Resident Project Representative	\$95

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

Exhibit “D” – Cost Estimates Sheets

[attach hereto]

THE ARBORS AT GRANDIN POND PHASE 2 PERFORMANCE BOND QUANTITIES
CITY OF SOUTH LEBANON

June 25, 2025

ITEM		UNIT OF	APPROX.	UNIT	
<u>NO.</u>	<u>DESCRIPTION</u>	<u>MEASURE</u>	<u>QTY.</u>	<u>PRICE</u>	<u>TOTAL</u>
253	2% PAVEMENT REPAIR	S.Y.	250	\$110.00	\$27,500.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	225	\$65.00	\$14,625.00
	TOTAL				\$42,125.00



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

Troy A. Niese, P.E.

Date

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-28**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CLERK OF
COUNCIL TO EXECUTE A RECORD PLAT FOR THE ARBORS AT GRANDIN POND
PHASE TWO SUBDIVISION, AND DECLARING AN EMERGENCY**

WHEREAS, the South Lebanon Planning Commission met on April 29, 2025, and conditionally approved the final plat for the Arbors at Grandin Pond Phase Two Subdivision; and,

WHEREAS, the developer has met the conditions required by the Planning Commission; and,

WHEREAS, immediate action is required to preserve the City's authority to review and approve said subdivision record plat, 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 authorizes the Mayor and the Clerk of Council to execute the Arbors at Grandin Pond Phase Two Subdivision Record Plat, copy of which is attached hereto.

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

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

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

Resolution No. 2025-28
Page 2

Adopted this day of July 1, 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:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

DEDICATION:

WE, THE UNDERSIGNED, BEING THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, ADOPT AND CONFIRM THIS PLAT OF SUBDIVISION AND DEDICATE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO PUBLIC USE FOREVER AND HEREBY DEDICATE EASEMENTS SHOWN ON THE PLAT FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SANITARY SEWER, STORM SEWER, STORM DRAINAGE DITCHES, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITY LINES OR SERVICES AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

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

BY: GRANDIN ROAD DEVELOPMENT, LLC

PRINTED NAME TITLE

STATE OF OHIO
COUNTY OF

BE IT REMEMBERED THAT ON THIS DAY OF , 20 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WHO IS THE (NAME) (TITLE)

OF THE GRANDIN ROAD DEVELOPMENT, LLC WHO, ON BEHALF OF SAID COMPANY, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARY SEAL ON THE DAY AND DATE WRITTEN ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES

LIEN HOLDER:

BY: CLAYTON PROPERTIES GROUP, INC., dba ARBOR HOMES

PRINTED: _____

TITLE: _____

COUNTY OF }
STATE OF } SS:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF , 20 BY CRAIG BROCKMAN THE PRESIDENT CINCINNATI AND DAYTON DIVISIONS, OF CLAYTON PROPERTIES GROUP, INC., dba ARBOR HOMES, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID COMPANY OR CORPORATION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES

RESTRICTIONS ON PRIVATE DRAINAGE EASEMENT:

THE CITY OF SOUTH LEBANON ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY "PRIVATE DRAINAGE EASEMENT" OR "100 YEAR PERMANENT DRAINAGE EASEMENT" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CULVERT, GRADING, TOPSOIL, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATER COURSE.

SUBJECT TO HOME OWNERS ASSOCIATION RESTRICTIONS:

THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE ARBORS AT GRANDIN POND OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS, AS SET FORTH IN DOCUMENT NO. 2024-027675, OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO, (INCLUDING ANY AMENDMENTS THERETO)

RESTRICTIONS ON SEWER EASEMENTS:

NO IMPROVEMENTS OF ANY KIND, EXCEPT STREET TREES, AS REQUIRED BY THE CITY OF SOUTH LEBANON LANDSCAPE ORDINANCE SHALL BE MADE ON SAID RIGHT-OF-WAY OF EASEMENT WHICH WOULD INTERFERE WITH ACCESS TO ANY PROPOSED STREET, UTILITY, OR OTHER SERVICE IMPROVEMENT, PRESENT OR FUTURE, AND THE CITY SHALL NOT BE RESPONSIBLE TO ANY PRESENT OR FUTURE OWNERS OF THE PROPERTY INDICATED ON THIS PLAT FOR ANY DAMAGE DONE ON SAID RIGHT-OF-WAY OR EASEMENTS TO SOO, SHRUBBERY, TREES, UNDERGROUND PIPES, WIRING OR SPRINKLERS, DRIVEWAYS, OR OTHER IMPROVEMENTS EITHER NATURAL OR ARTIFICIAL BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING, OR REPLACING SAID IMPROVEMENTS.

RESTRICTIONS ON HOMEOWNERS ASSOCIATION (H.O.A.) DRAINAGE EASEMENTS

THE CITY OF SOUTH LEBANON, OHIO DOES NOT ACCEPT ANY HOME OWNERS ASSOCIATION DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND THE CITY OF SOUTH LEBANON, OHIO IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREAS ON THE ACCOMPANYING PLAT SHALL BE MAINTAINED CONTINUOUSLY BY THE ARBORS AT GRANDIN POND HOMEOWNERS ASSOCIATION. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN, WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE FLOW THROUGH THE WATER COURSE. EASEMENTS ARE ALSO TO PROVIDE INGRESS & EGRESS FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

STORMWATER MANAGEMENT

STORMWATER MANAGEMENT AND BMP FACILITIES CONSTRUCTED TO SERVE THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF A STORMWATER MANAGEMENT/BMP MAINTENANCE COVENANT AS SET FORTH IN DOCUMENT NO. OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO.

PRIVATE DRAINAGE EASEMENT BETWEEN LOTS:

UNLESS OTHERWISE DESIGNATED ON THE RECORD PLAT, A TEN (10) FOOT WIDE PRIVATE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON LOT LINES. THE COMMON LOT LINE BEING THE CENTERLINE OF SAID EASEMENT CAUSING A 5' DRAINAGE EASEMENT ON EACH LOT. THE DECLARANT, FOR ITS AGENT AND BUILDERS, RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES, DRAINAGE PIPE, AND DRAINAGE TILE WITHIN SAID EASEMENT FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORM WATER TO COLLECTION FACILITIES.

DEED REFERENCE:

SITUATED IN MILITARY SURVEY No. 1547 and No. 1548, THE CITY SOUTH LEBANON, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING A SUBDIVISION CONTAINING 15.7928 ACRES, BEING ALL THAT REMAINS OF THE 39.1393 ACRE TRACT IN THE NAME OF THE GRANDIN ROAD DEVELOPMENT, LLC AS DESCRIBED IN DEED DOCUMENT NO. 2024-016576 OF WARREN COUNTY, OHIO RECORDERS OFFICE.

NOTES:

BEARINGS BASED ON U.S. STATE PLANE COORDINATES, OHIO SOUTH ZONE 3402.

OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.

MONUMENTATION WILL BE SET AFTER CONSTRUCTION IS COMPLETE IN ACCORDANCE WITH SECTION 711.03 OF THE OHIO SURVEYING LAWS.

LANDS OF THE DEDICATORS

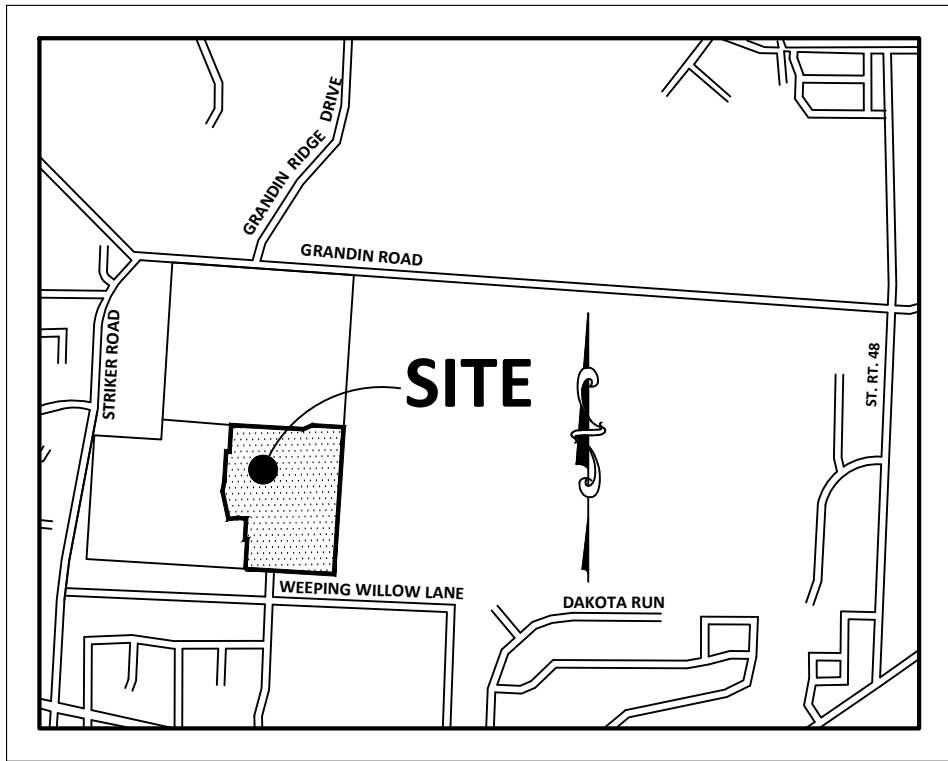


OWNER/DEVELOPER

GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249
PHONE # (513) 702-9419

SETBACK REQUIREMENTS

FRONT YARD SETBACK: 30 FEET
SIDE YARD SETBACK: 6 FEET
SIDE YARDS BOTH: 12 FEET
REAR YARD SETBACK: 30 FEET



VICINITY MAP

NOT TO SCALE

COUNTY RECORDER:

FILE NO. _____
RECEIVED THIS DAY OF _____, 20 _____, AT _____ A.M./P.M.
RECORDED THIS DAY OF _____, 20 _____, AT _____ A.M./P.M.
RECORDED IN PLAT BOOK NO. _____, PAGE _____
FEE: _____

BY: _____
DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS DAY OF _____, 20 _____.

BY: _____
DEPUTY WARREN COUNTY AUDITOR

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON PLANNING COMMISSION ON THIS DAY OF _____, 20 _____.

CHAIRMAN

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE DAY OF _____, 20 _____, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. _____ ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

LINDA S. BURKE, MAYOR

JENNIFER O'BRIEN, CLERK OF COUNCIL

COUNTY SANITARY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS DAY OF _____, 20_____.

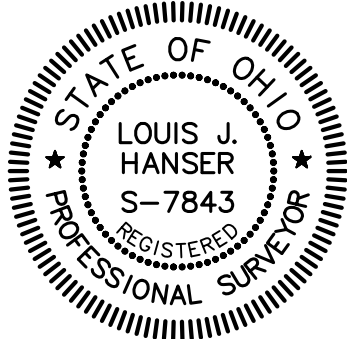
WARREN COUNTY SANITARY ENGINEER

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON JANUARY 4, 2025 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AFTER CONSTRUCTION IS COMPLETE AS SHOWN.

LOUIS J. HANSER, P.S.
OHIO REGISTRATION NO. 7843

DATE



THE ARBORS AT GRANDIN POND PHASE 2:

AREA IN LOTS 12.7622 ACRES

AREA IN OPEN SPACE 0.2713 ACRES

AREA IN R/W 2.7593 ACRES

TOTAL AREA 15.7928 ACRES

MILITARY SURVEY AREA BREAKDOWN PARCEL

AREA IN M.S. NO. 1547 0.0750 ACRES

AREA IN M.S. NO. 1548 15.7178 ACRES

TOTAL AREA 15.7928 ACRES

APRIL 2025

THE ARBORS AT
GRANDIN POND
PHASE 2
MILITARY SURVEYS 1547 & 1548
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Date	MARCH 01, 2025
Scale	1"=200'
Drawn By	LJH
Proj. Mgr.	RLA
Survey Data Base	TBC-16448
DWG	16448003-REC-01
X-Ref(s)	
Project Number	16448.02
File No.	16448
Sheet No.	1 / 2

MSP
DESIGN
McGill Smith Punshon

■ Architecture
■ Engineering
■ Landscape Architecture
■ Planning
■ Surveying

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspsdesign.com

N:\land projects\16000\16448\dwg\16448003-REC-01.dwg, SHEET 2, 4/15/2025 7:21:57 AM, holly



LINE TABLE		
Line #	BEARING	LENGTH
L1	S86°28'53\"E	22.87'
L2	S11°03'51\"W	65.57'
L3	S84°03'22\"W	60.83'
L4	N86°28'53\"W	60.00'
L5	N86°28'53\"W	15.19'
L9	S09°01'07\"W	3.54'
L10	S56°32'37\"E	18.62'
L11	S56°32'37\"E	39.47'
L12	S86°28'53\"E	10.00'
L13	S03°31'07\"W	134.00'
L14	S08°16'56\"W	119.04'
L15	S12°01'04\"E	173.10'
L16	S84°25'32\"E	116.60'
L17	N86°28'53\"W	10.54'
L18	S05°34'28\"W	20.01'
L19	N86°28'53\"W	10.19'
L20	N86°28'53\"W	163.28'
L21	N86°28'53\"W	180.68'
L22	N60°28'10\"W	22.80'
L23	N86°28'53\"W	181.49'
L24	S17°25'18\"W	166.11'
L25	N09°00'25\"W	135.15'
L26	S09°00'25\"E	130.70'
L27	S86°28'53\"W	114.30'
L28	N86°28'53\"W	117.05'
L29	N86°28'53\"W	178.79'

LINE TABLE		
Line #	BEARING	LENGTH
L30	N60°28'10\"W	23.50'
L31	N17°25'18\"E	165.92'
L32	S80°59'35\"W	20.00'
L33	N09°00'25\"W	0.82'
L34	S09°01'07\"W	20.09'
L35	N86°28'53\"W	1.16'
L36	N02°35'03\"E	186.65'
L37	S03°31'07\"W	15.69'
L38	N88°32'26\"W	119.90'
L39	N86°28'53\"W	299.75'
L40	S86°28'53\"E	64.00'
L41	S03°31'07\"W	2.00'
L42	N86°28'53\"W	71.00'
L43	S88°38'34\"W	106.41'
L44	S88°37'23\"W	167.09'
L45	S33°27'23\"W	145.01'
L46	S33°27'23\"W	8.63'
L47	N85°35'44\"W	90.14'
L48	S03°48'06\"W	6.00'
L49	S03°48'06\"W	24.00'
L50	S85°35'44\"E	72.80'
L51	N33°27'23\"E	142.82'
L52	S03°48'06\"W	135.32'
L53	N86°28'53\"W	20.13'
L54	N03°51'32\"E	131.05'
L55	N20°51'35\"W	70.24'

LINE TABLE		
Line #	BEARING	LENGTH
L56	N20°51'35\"W	70.34'
L57	N04°23'27\"E	122.18'
L58	N04°23'27\"E	133.01'
L59	N86°28'53\"W	108.14'
L60	N86°28'53\"W	110.87'
L61	S86°28'53\"E	15.00'
L62	S86°28'53\"E	2.50'
L63	S03°31'07\"W	15.00'
L64	S04°23'27\"W	113.38'
L65	S04°23'27\"W	111.65'
L66	S15°49'50\"W	50.34'
L67	S15°49'50\"W	52.03'
L68	S03°48'06\"W	187.09'
L69	S03°48'06\"W	193.81'
L70	S33°19'47\"E	131.79'
L71	S33°19'47\"E	140.06'
L73	S86°28'53\"E	69.62'
L74	N85°15'28\"W	369.09'
L75	S04°44'32\"W	20.22'
L76	S89°04'59\"W	22.32'
L77	S86°28'53\"E	55.56'
L78	N89°04'59\"E	5.39'
L79	N00°53'38\"W	19.18'
L80	N86°28'53\"W	176.91'
L81	N03°31'07\"E	134.80'
L82	S03°31'07\"W	20.00'

LINE TABLE		
Line #	BEARING	LENGTH
L83	S03°31'07\"W	130.00'
L84	N03°31'07\"E	130.00'
L85	S86°28'53\"E	52.50'
L86	S03°31'07\"W	28.25'
L87	N86°28'53\"W	15.00'
L88	N03°31'07\"E	28.25'
L89	S86°28'53\"E	15.00'
L90	N86°28'53\"W	57.05'
L91	S03°31'07\"W	20.00'
L92	S86°28'53\"E	54.30'
L93	N03°31'07\"E	20.00'
L94	S02°33'03\"W	218.46'
L95	S86°28'53\"E	7.50'
L96	N03°31'07\"E	154.00'
L97	S86°28'53\"E	15.00'
L98	S03°31'07\"W	154.00'
L99	S09°01'07\"W	48.92'
L100	S85°44'58\"E	20.82'
L101	N04°15'02\"E	248.44'
L102	N01°54'06\"E	127.97'
L103	S03°31'07\"W	10.42'
L104	N86°28'53\"W	10.00'
L105	N86°28'53\"W	79.67'
L106	S33°19'47\"E	32.84'
L107	N56°40'13\"E	20.00'
L108	S33°19'47\"E	47.82'

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	800.00'	76.79'	76.77'	N06°16'07\"E	005°30'00\"
C2	25.00'	22.39'	21.65'	N67°51'35\"E	051°19'04\"
C3	55.00'	18.44'	18.36'	S51°48'26\"W	019°12'47\"
C4	55.00'	49.50'	47.85'	S87°11'50\"W	051°34'00\"
C5	55.00'	20.11'	20.00'	N56°32'37\"W	020°57'05\"
C6	55.00'	37.50'	36.78'	N26°32'06\"W	039°03'58\"
C7	55.00'	56.36'	53.92'	N22°21'12\"E	058°42'36\"
C8	35.00'	4.52'	4.51'	S48°00'38\"W	007°23'43\"
C9	35.00'	24.92'	24.40'	S23°54'57\"W	040°47'40\"
C10	825.00'	12.56'	12.56'	N03°57'17\"E	000°52'21\"
C11	825.00'	57.90'	57.89'	N06°24'06\"E	004°01'17\"
C12	825.00'	8.73'	8.73'	N08°42'56\"E	000°36'22\"
C13	25.00'	41.67'	37.01'	S38°43'53\"E	095°30'00\"
C14	25.00'	39.27'	35.36'	S48°31'07\"W	090°00'00\"
C15	25.00'	39.27'	35.36'	N41°28'53\"W	090°00'00\"
C16	25.00'	36.87'	33.62'	N51°16'07\"E	084°30'00\"

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C17	775.00'	56.59'	56.58'	N06°55'36\"E	004°11'01\"
C18	775.00'	17.80'	17.80'	S04°10'36\"W	001°18'59\"
C19	25.00'	39.27'	35.36'	N41°28'53\"W	090°00'00\"
C20	25.00'	39.27'	35.36'	S48°31'07\"W	090°00'00\"
C21	25.00'	22.39'	21.65'	S22°08'25\"E	051°19'04\"
C23	55.00'	59.54'	56.68'	N15°15'16\"W	062°01'32\"
C24	55.00'	37.32'	36.61'	N35°11'54\"E	038°52'48\"
C25	55.00'	37.32'	36.61'	N74°04'43\"E	038°52'48\"
C26	55.00'	37.32'	36.61'	S67°02'29\"E	038°52'48\"
C27	55.00'	37.32'	36.61'	S28°09'41\"E	038°52'48\"
C28	55.00'	59.54'	56.68'	S22°17'30\"W	062°01'32\"
C29	55.00'	1.47'	1.47'	S54°04'13\"W	001°31'55\"
C30	25.00'	22.39'	21.65'	N29°10'39\"E	051°19'04\"
C31	25.00'	39.27'	35.36'	N41°28'53\"W	090°00'00\"
C32	25.00'	21.57'	20.90'	N61°46'06\"W	049°25'34\"
C33	55.00'	1.47'	1.47'	N47°02'00\"W	001°31'55\"

THE ARBORS AT GRANDIN POND PHASE 2

MILITARY SURVEYS 1547 & 1548
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Date	MARCH 1, 2025
Scale	1\" = 50'
Drawn By	LJH
Proj. Mgr.	RLA
Survey Data Base	TBC-164848
DWG	16448003-REC-01
X-Ref(s)	
Project Number	16448.02
File No.	20606
Sheet No.	2 / 2

MSP DESIGN
McGill Smith Punshon

Architecture
Engineering
Landscape Architecture
Planning
Surveying

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: June 27, 2025

Subject: McGill Smith Punshon Addendum #3 – River Corridor Sanitary Sewer Project

We are now at the point where we need to finalize all of the plans and bid documents as well as prepare for the contract administration of the River Corridor Sanitary Sewer Project. In fact, we need to have the actual bids prior to closing on the Ohio EPA loan.

To that end, an addendum to the agreement with McGill Smith Punshon is required to perform all of the tasks that will be required, including engineering, architectural & surveying work. The attached addendum is for \$193,500. This should take care of all of their services through the construction phase of the Project.

Let me know if you have any questions.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-29**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR
OF FINANCE TO EXECUTE ADDENDUM NO. 3 RELATIVE TO THE CONTRACT
WITH MCGILL SMITH PUNSHON, INC. FOR ENGINEERING AND DESIGN
SERVICES REQUIRED FOR THE RIVER CORRIDOR SANITARY SEWER
EXTENSION PROJECT, AND DECLARING AN EMERGENCY**

WHEREAS, per Resolution No. 2018-46, this Council entered into an agreement with McGill Smith Punshon, Inc. (“Engineer”) for engineering and design services relative to the River Corridor Sanitary Sewer Extension Project in the amount of \$238,300.00; and,

WHEREAS, per Resolution No. 2019-15, this Council approved Addendum No. 1 for additional underground utility location services needed for the Project which resulted in a net increase of \$8,000.00 to the original contract price; and,

WHEREAS, per Resolution No. 2021-42, this Council approved Addendum No. 2 for additional design services required for the Project which resulted in a net increase of \$71,900.00 to the original contract price; and

WHEREAS, the Engineer has submitted a proposal for engineering, design, and surveying services required to finalize plans for bidding, and construction administration for the duration of the Project, which will result in a total contract price not to exceed \$511,700.00, which is a net increase of \$193,500.00; and

WHEREAS, immediate action is required to ensure the timely design of said services, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council authorizes the Mayor and Director of Finance to execute Addendum No. 3 to the Agreement with McGill Smith Punshon, Inc. for engineering and design services required for the River Corridor Sanitary Sewer Extension Project for the additional fee of \$193,500.00 and a total contract price not to exceed \$511,700.00.

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

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

Resolution 2025-29

Page 2

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 July 1, 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: _____

Fiscal Review:

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director
City of South Lebanon, Ohio

ADDENDUM TO THE CONTRACT

Addendum No.: 3

Date of Addendum: May 15, 2025

Original Contract: Public Sanitary Sewer Project, River Corridor Area

Original Contract Date: September 20th, 2018 Project Number: 06308.12

The following services requested by the CLIENT are in addition to the services described in the base agreement for the above project.

1. Services to be Provided:

- 1.1. Civil Engineering Services as described in "Exhibit A" attached hereto.
- 1.2. Architectural Services as described in "Exhibit B" attached hereto.
- 1.3. Surveying and Project management Services as described in "Exhibit C" attached hereto.

2. Compensation

- 2.1. We request the following allowances to be billed on time and materials based on our current "Hourly Rate Schedule":
 - 2.1.1. Civil Engineering Services, Sixty-nine thousand dollars (\$69,000.00).
 - 2.1.2. Architectural Services, Forty-two thousand dollars (\$42,000.00).
 - 2.1.3. Surveying and Project Management Services, Eighty-Two thousand five hundred dollars (\$82,500.00).

- 3. The above-described additional services and fees in this addendum are part of the original contract for professional services as described above. All conditions of the original contract shall apply in full to the conditions of this addendum unless specifically designated otherwise.

McGill Smith Punshon, Inc.

City of South Lebanon
CLIENT

By: 

By: _____

Title: Executive Vice President

Title: _____

Date: May 15, 2025
06308123-CLI-ADM-Change Order 3 CA Services

Date: _____

May 15, 2025



RE: **EXHIBIT A, CIVIL ENGINEERING SERVICES**
River Corridor Sanitary Sewer Extension
MSP Project # 06308.12

Below is our scope and fees for the above referenced project.

Civil Engineering and Construction Administration Scope & Fees
Our understanding of the scope is as follows:

1.1 Civil Plan Review and Updates:

- MSP will perform a comprehensive review of the current improvement plans to ensure compliance with applicable local and state standards and specifications.
- MSP will revise the improvement plans, as necessary, based on the findings of the compliance review.

1.2 Procurement

- MSP shall assist in the preparation of Bid package
- MSP shall attend a Pre-Bid meeting and respond to RFI's by issuing addenda to the Bid package
- MSP shall review and evaluate the Bids/Bidders for completeness and provide recommendation to Client.

1.3 Construction Administration (Assume 18 month Construction Timeframe)

- MSP will perform routine site observations to monitor ongoing construction activities and assess progress.
- MSP will be present on-site, as needed, to provide technical oversight and coordination at all critical construction milestones.
- MSP will coordinate with the site contractor and client to address and resolve field issues as they arise.
- MSP will review applicable RFIs and contractor submittals.

Fees:

• Section 1.1	\$ 9,800
• Section 1.2	\$ 4,400
• <u>Section 1.3</u>	<u>\$ 54,800</u>

Total Fees: **\$ 69,000**

May 15, 2025

RE: **EXHIBIT B ARCHITECTURAL SERVICES**
River Corridor Sanitary Sewer Extension
MSP Project # 06308.12



Below is our scope and fees for the above referenced project.

Control Building – Architectural, Structural, Mechanical, Plumbing & Electrical Review and Construction Administration Scope & Fees

Our understanding of the scope is as follows:

1.1 Architectural, Structural & MEP Plan Review and Updates:

- MSP will perform a comprehensive review of the current Construction Documents to ensure compliance with applicable local and state standards and specifications.
- MSP will revise the same, as necessary, based on the findings of our review.

1.2 Permitting:

- MSP shall prepare the necessary application(s) and submit it to Authority Having Jurisdiction for the basic building permit
- MSP shall respond to any plan review comments to obtain the basic building permit.

1.3 Procurement:

- MSP shall write/edit/assemble the Bid package
- MSP shall attend & administer a Pre-Bid meeting and respond to RFI's by issuing addenda to the Bid package
- MSP shall review and evaluate the Bids/Bidders for completeness and provide recommendation to Client
- MSP shall assist in Client with the AIA Contract between Owner & Contractor

1.4 Construction Administration: (assume 7 month cycle)

- MSP shall visit the jobsite bi-weekly to review progress and compliance with the construction documents – (7) of these visits will include a meeting with the GC and the review and process of monthly pay applications
- MSP shall review & process submittals & respond to RFI's during construction
- MSP will perform initial punch with Contractor & Owner near substantial completion of the Control Building (balance of project by others)
- MSP will review the completion of Punch List items and issue Substantial Completion

Fees:

• 1.1 – Plan Review	\$ 12,000
• 1.2 – Permitting (T & M Allowance)	\$ 2,500
• 1.3 – Procurement (T & M Allowance)	\$ 4,500
• <u>1.4 – Construction Administration</u>	<u>\$ 23,000</u>
Total Fees:	\$ 42,000

May 15, 2025



RE: **EXHIBIT C, SURVEYING AND PROJECT MANAGEMENT SERVICES**
River Corridor Sanitary Sewer Extension
MSP Project # 06308.12

Below is our scope and fees for the above referenced project.

Surveying Services and Project Management Scope & Fees
Our understanding of the scope is as follows:

1.1 Construction Staking:

- MSP will provide calculations and field staking of gravity sewer, force main, control building, wet wells and site work for the construction of the project.
- MSP survey crew will provide looped differential leveling along the corridor of the gravity sewer.
- MSP will generally require a minimum of two working days' notice to provide services.

1.2 Sanitary As-Built

- MSP will field locate sanitary sewer improvements after they are constructed and while providing additional layout, to verify improvements are being constructed in a manner satisfactory to the project team..
- Upon completion of construction, MSP will provide red-line drawings showing plan location and grade vs. as-built location and grade.

1.3 Project Management (Assume 18 month Construction Timeframe)

- MSP project lead will coordinate MSP's services, communicate progress with City Representatives and attend project meetings for the duration of the project.

1.4 Project Contingency and Supplemental Surveying Services.

- MSP will provide calculations, field staking, as-built verifications, topographic data etc. of miscellaneous items as requested by the city.
- MSP will provide general assistance to the city as needs arise within the allotted budget.

Fees:

• Section 1.1	\$ 35,000
• Section 1.2	\$ 17,500
• Section 1.3	\$ 10,000
• <u>Section 1.4</u>	<u>\$ 20,000</u>

Total Fees: \$ 82,500

Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200.00/hour
CADD Operator/Technician	\$65-\$150.00/hour
Drone Pilot/Processing.....	\$200.00/hour
Surveying (Monday through Friday) 8 Hours*	
2 Man Crew.....	\$220.00/hour
1 Man Crew.....	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.77/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2025