

Linda Allen
Councilmember

Linda Burke
Mayor

Lisa Fedor
Councilmember

Sharon Carmack
Councilmember

Maryann Harrison
Councilmember

Brenda Combs
Vice-Mayor

Rolin Spicer
Councilmember

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

November 6, 2025, at 6:00 P.M.

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests
5. Floor open to the public

6. New Business: Ordinance 2025-23, First Reading, approving revisions to the Minimum and Maximum pay rates of the City's Compensation Pay Scale

Ordinance 2025-24, First Reading, setting rates of compensation for full-time classified employees

Ordinance 2025-25, First Reading, amending Ordinance No. 2021-45 and fixing the rates for water usage through calendar year 2029.

Resolution 2025-43, First Reading, approving an addendum to the agreement with the Warren County Sheriff for police protection in calendar year 2026

Emergency Resolution 2025-44 authorization to join the Center For Local Governments Benefits Pool for employee healthcare benefits

Emergency Resolution 2025-45 authorizing a high-deductible health insurance plan and employer contributions to health savings accounts

Emergency Resolution 2025-46 approval of setting a public hearing to consider the recommendation of the Planning Commission for a Zoning Map Amendment related to properties on Zoar Road.

Board of Zoning Appeals Appointment

Motion to Approve Invoices

Motion to approve a "Then & Now" certificate for \$3,700.00 and authorize the payment of said amount to Core & Main related to an annual subscription for water software.

Approval of Meeting Minutes:
Regular Meeting – October 16, 2025

7. Old Business: None

8. 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 | |
| e. Clerk of Council | |

9. Adjournment

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

**CITY OF SOUTH LEBANON
MEMORANDUM**

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Chase Kirby, Law Director

From: Tina Williams, Director of Finance

Date: November 4, 2025

Subject: Amending the City's Compensation Pay Scale and 2026 Pay Increases

The Personnel Committee met on October 29, 2025, and a motion was made to recommend a 3.0% cost-of-living adjustment to the minimum and maximum pay rates of the City's Compensation Pay Scale, as well as recommending a 3% wage increase for all full-time employees who are currently within the pay range for their respective job classifications. Members of Council and employees who are appointed by Council, City Administrator, Director of Finance and Law Director, are excluded from the wage increase.

In the past, we have adjusted the pay scale based on the Social Security cost-of-living adjustment. The Social Security cost-of-living adjustment approved for 2026 is (2.8%). Maintenance of the compensation plan is important and periodic updates to the pay scale will help ensure that the plan remains internally equitable and externally competitive.

We are requesting the new rates be effective with the pay period beginning January 5, 2026.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2025-23**

**AN ORDINANCE AMENDING ORDINANCE 2024-23 AND APPROVING REVISIONS
TO THE MINIMUM AND MAXIMUM PAY RATES OF THE CITY'S
COMPENSATION PAY SCALE AS PART OF THE CITY'S PERSONNEL POLICY
MANUAL**

WHEREAS, with the assistance of human resources consultant Clemans Nelson & Associates, the then-Village created and Council approved Ordinance No. 2020-24 on November 5, 2020, placing in effect the City's (formerly Village) Personnel and Policy Procedure Manual for the City's employees; and

WHEREAS, the City's Personnel and Policy Procedure Manual defines the City's employment positions, compensation pay scale and the job requirements for each position; and,

WHEREAS, it is the recommendation of the Personnel Committee that the minimum and maximum pay rates by pay grade of the compensation pay scale be increased by three percent (3.0%) to be more reflective of the current labor market conditions; and,

WHEREAS, the adjustment of the City pay scale will allow the City to remain in a competitive posture with comparable jurisdictions with respect to compensation; and,

WHEREAS, said changes shall become effective January 5, 2026.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council does hereby amend Ordinance 2024-23 for the proposed changes to the compensation pay scale as presented in Exhibit "A" attached hereto and made a part hereof.

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

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of _____, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Ordinance 2025-23 Revisions to Compensation Pay Scale

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

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____

EXHIBIT "A"

PROPOSED PAY SCALE
FOR
CITY OF SOUTH LEBANON
2026

Pay Grade	Pay Scale				Point Factor
	Minimum		Maximum		
	Current	Revised	Current	Revised	
9	\$46.05	\$47.43	\$64.47	\$66.40	950 +
8	\$40.05	\$41.25	\$56.07	\$57.75	850-949
7	\$34.82	\$35.86	\$48.75	\$50.21	750-849
6	\$30.28	\$31.19	\$42.38	\$43.65	650-749
5	\$26.34	\$27.13	\$36.87	\$37.98	550-649
4	\$23.51	\$24.22	\$32.91	\$33.90	450-549
3	\$20.99	\$21.62	\$29.40	\$30.28	350-449
2	\$19.26	\$19.84	\$26.97	\$27.78	250-349
1	\$17.67	\$18.20	\$24.73	\$25.47	0-249

Minimum and Maximum amounts adjusted for a 3.0% cost-of-living adjustment.

Position/Job Title	Pay Grade
Administrator	9
Director of Finance	9
Assistant Administrator	8
Public Works Director	7
Deputy Director of Finance / Tax Administrator	6
Lead Operator	5
Assistant Fiscal Officer	4
Executive Assistant/Clerk of Council	4
Finance Specialist	4
Code Enforcement Officer	4
Foreman	4
Water Operator	4
Wastewater Operator	3
Senior Maintenance Worker	3
Court Clerk	3
Tax Clerk	3
Utilities Clerk	3
Maintenance Worker	2
Equipment Operator	2
Groundskeeper	1
Part-time Laborer	1

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

**AN ORDINANCE SETTING RATES OF COMPENSATION FOR FULL-TIME
EMPLOYEES OF THE CITY OF SOUTH LEBANON**

WHEREAS, in accordance with Ohio Rev. Code § 731.13, the legislative authority of a city shall fix the compensation and bonds of all officers, clerks, and employees of the city except as otherwise provided by law; and,

WHEREAS, per Ordinance No. 2025-23, the City Council has adopted an amended pay rate scale as part of the compensation plan; and,

WHEREAS, the Personnel Committee is recommending an increase of three percent (3.0%) to the rate of compensation for full-time employees who are currently within the pay range for their respective job classification; and,

WHEREAS, this ordinance does not apply to compensation for elected officials and appointed personnel established under the City Charter; and,

WHEREAS, said changes to compensate the City employees per the revised pay rate schedule shall become effective beginning with the pay period commencing on January 5, 2026.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. The rate of compensation of the full-time employees of the City of South Lebanon, beginning with the payroll period that begins January 5, 2026, shall increase by three percent (3.0%) for employees who are currently within the pay range for their respective job classification.

Section 2. That City Council hereby amends Ordinance 2024-24, which previously set the rates of compensation for City employees.

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

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

Adopted this ____ day of _____, 2025.

Linda S. Burke, Mayor

Ordinance 2025-24 Employee Compensation

Attest: _____

Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: _____ Yeas
_____ Nays

Effective Date: _____

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: November 3, 2025

Subject: Water & Sewer Rate Study and Water Rate Ordinance

We have finally finalized the Water and Sanitary Sewer Rate Studies completed by the engineering company, GRW Inc. Attached are the final versions of both studies. If you would like hard copies, please let me know.

Based on the historical information provided and the expected expenses and revenues through calendar year 2029, GRW is recommending an annual 5% increase in the water rates through 2029. One of the main factors is the projected increase in the cost of purchased water from the Greater Cincinnati Water Works & Warren County.

With respect to the sanitary sewer rates, GRW is recommending no changes to the City's sanitary sewer rates through 2029.

The attached ordinance would amend the previous water rate ordinance (Ord.# 2021-45)



2025 South Lebanon Sewer Rate Study

April 2025



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999

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CHAPTER 1

BACKGROUND

The City of South Lebanon is located within Warren County, in southwestern Ohio, approximately 30 miles northeast of Cincinnati. The city collects wastewater from approximately 3,055 customers (as of April 2025) and conveys via approximately 144,360 lineal feet of sewers to the City of Lebanon where it is treated at Lebanon's wastewater treatment plant. All the city's wastewater customers are currently located within the city's Corporate Boundaries.

The original treatment contract between South Lebanon and Lebanon was for treatment of 600,000 gallons per day (GPD). In June 2005, South Lebanon took over 250,000 GPD of the 300,000 GPD contract previously held by Warren County for treatment of the County's wastewater at the Lebanon wastewater treatment plant. Under a Novation Agreement, South Lebanon became responsible for an annual cost of \$33,333.33 for debt service and equipment replacement related to the contract capacity to be paid through 2008. In 2017, the City of South Lebanon began paying Lebanon an annual charge of \$53,556.62 for a share of the plant's depreciation as well as a unit cost of \$1.22 per 1,000 gallons of wastewater received at the plant.

Currently, South Lebanon pays Lebanon an annual Novation Agreement charge of \$15,707.42 per year and an annual charge of \$37,849.20 for depreciation of plant facilities. Additionally, South Lebanon currently pays Lebanon a unit cost of \$1.62 per 1,000 gallons of wastewater received at the treatment plant, where the flow is metered and recorded.

CHAPTER 2

EXISTING SEWER RATE STRUCTURE

The city last completed a sewer rate study in 2017. At that time, the city used a rate structure that was developed by Ordinance 2016-19, which provided for three customer categories.

The 2017 study included the projected capital outlays for three new projects: a \$250,000 Cochran Road Sewer Extension in 2017, a \$150,000 East Mason-Morrow-Millgrove Road Sewer Extension in 2017, and a \$250,000 State Route 48 Lift Station Upgrade in 2018.

Based on projected revenues and expenses to the year 2021, the 2017 rate study found that the rates adopted in 2016 allowed for adequate revenues to meet projected operating expenses and debt service and provided sufficient funds for planned capital improvements to 2021.

Consequently, no changes were recommended in 2017 to increase sewer rates or wastewater tap fees.

In 2022, under Ordinances 2022-01, 2022-02 and 2022-03, the city revised its rates for commercial tap fees, residential tap fees, and sewer rates, respectively, declaring an emergency to preserve the public peace, health, safety, and general welfare of the city. As of February 1, 2022, the city's sewer rate structure established the following rates:

- For customers billed through the water service agreement with Warren County Water and Sewer District:
A minimum charge of \$37.50 per month for the first 3,000 gallons plus \$2.78 per 1,000 gallons for any amount more than 3,000 gallons.
- For other customers on individual water meters:
A minimum charge of \$34.43 per month for the first 3,000 gallons plus \$2.78 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers on bulk water meters:
A minimum charge of \$34.43 times the number of units served by the bulk meter up to 3,000 gallons plus \$2.78 per 1,000 gallons for any amount more than 3,000 gallons up to the sum of 25,000 gallons per meter.
- Tap In Fees for all new business, commercial, and industrial Zones:
For ¾-inch meters - \$4,000
For 1-inch meters - \$4,500
For 1-1/2-inch meters - \$10,000
For 2-inch meters - \$18,000
For 3-inch meters - \$40,600
For 4-inch meters - \$72,500

For 6-inch meters - \$164,000

For 8-inch meters - \$290,000

- Tap In Fees for all new residential meters - \$4,000 per residence.

CHAPTER 3

HISTORIC REVENUES AND EXPENDITURES, 2017 TO 2024

Table 3.1 summarizes the city's sewer fund (Annual Budget Fund 5201). In this table, the revenues include:

- Charges for Services (the receipts from customers)
- Tap Fees
- Miscellaneous

The expenditures include:

- Personnel Costs (salaries and benefits)
- Operating Expenses (sewage treatment contract, other operating expenses)
- Capital Outlay
- Debt Service

Table 3.1
Historic Revenues and Expenditures
2017 to 2024
(in \$0000's)

Description	2017	2018	2019	2020	2021	2022	2023	2024
Fund Balance (as of Jan 1)	\$3,362	\$3,860	\$3,709	\$3,956	\$4,562	\$4,938	\$5,130	\$5,783
Revenues	\$1,120	\$1,244	\$1,309	\$1,301	\$1,388	\$1,363	\$1,509	\$1,899
Expenditures	\$621	\$1,396	\$1,062	\$ 695	\$1,013	\$1,172	\$ 856	\$ 629
Fund Balance (as of 12/31)	\$3,860	\$3,709	\$3,956	\$4,562	\$4,938	\$5,130	\$5,783	\$7,052
Encumbrances					\$51	\$93	\$68	\$83
Balance (12/31)	\$3,860	\$3,709	\$3,956	\$4,562	\$4,887	\$5,037	\$5,715	\$6,969

CHAPTER 4

CURRENT YEAR BUDGET - 2025

In the city's 2025 Annual Budget, the historic information from 2017 to 2024 was used as a basis for estimating the 2025 budget for the Sewer Fund (Budget Fund 5201). The 2025 Sewer Fund Budget is as follows:

Table 4.1

<u>Item</u>	<u>2025 Budget</u>	<u>Notes</u>
Fund Balance, 1/1/2025	\$7,052,480	
Revenues		
Charges for Services	\$1,400,000	1
Tap Fees	\$ 400,000	
Miscellaneous	\$ 13,000	
Total Revenue	\$1,813,000	
Expenditures		
Personnel		
Salaries	\$ 235,000	2
Benefits	\$ 137,142	
Operating Expenses		
Sewer Treatment Contract	\$ 321,634	3
Other Operating Expenses	\$ 583,224	
Capital Outlay	\$1,781,000	4
Debt Service	\$ 0	
Total Expenditures	\$3,037,000	
Fund Balance, 12/31/2025	\$5,828,480	
Encumbrances	\$ 0	
Balance	\$5,828,480	

Notes to the 2025 Budget:

1. Tap Fees for High Meadow Subdivision, Phases 1, 2, and 3 (49 homes) at \$4,000 each and for River Creek Lofts (60 units) at \$2,400 each.
2. Added the position of Assistant Administrator in 2021. Added a Sewer Operator and Lead Operator (50/50) in 2022. Lead Operator vacant in 2023 and 2024. Lead Operator filled in 2025. Sewer Operator vacant in early 2024 and there are no current plans to fill this position.
3. Received an increase in rates (to \$1.62 per 1000 gallons) in January 2025 from the City of Lebanon for Sewer Treatment Contract.
4. Capital Outlay includes:

Public Works Facility Design	\$ 75,000
River Corridor Lift Station	\$1,500,000
Distribution System – Improvements	\$ 50,000
West Pike Steet Sewer Extension	\$ 75,000
McKinley Lift Sta. Generator Switch	\$ 60,000
Radio Readers	<u>\$ 21,000</u>
	\$1,781,000

CHAPTER 5

PROJECTED BUDGETS – 2026-2029

The budgets for the years 2026 to 2029 in Table 5.1 are based on the following assumptions:

1. An estimated growth of 130 sewer customers per year from 2026 to 2029 within the Corporate Boundary, based on 43 new customers on Zoard Road served water by WCWSD and 87 new customers in River Creek Lofts served water by GCWW. No new customers in the area outside the Corporate Boundary or at the Cedars Apartments.
2. Increase in cost paid to Lebanon due to increase of 130 new customers per year, with no rate increase by Lebanon for treatment cost per 1000 gallons.
3. An estimated amount for capital projects at \$500,000 per year.
4. The debt service annual payment toward the 2.58% 30-year OEPA loan for the River Corridor Lift Station, which decreases from start in 2026 to maturity in 2055.

Table 5.1
Projected Sewer Fund Budget, 2026 to 2029
With Current Sewer Rates

Sewer Fund (5201)	2025	2026	2027	2028	2029
City Customers (increase)	2,879	3,009(4.52%)	3,139(4.32%)	3,269 (4.14%)	3,399(3.98%)
Cust. served by WCWSD	960	1,003 (4.48%)	1,046(4.28%)	1,089(4.11%)	1,132(3.95%)
Cust. served by GCWW	1,919	2,006(4.53%)	2,093(4.37%)	2,180(4.16%)	2,267(3.99%)
Budget Item					
Fund Balance, 1/1	\$7,052,480	\$5,828,480	\$5,952,303	\$6,100,710	\$6,271,516
Revenues					
Charges for Service	\$1,400,000	\$1,463,280	\$1,526,494	\$1,589,691	\$1,652,960
Tap Fees	\$400,000	\$520,000	\$520,000	\$520,000	\$520,000
Miscellaneous	\$13,000	\$20,919	\$21,547	\$22,193	\$22,859
Total Revenue	\$1,813,000	\$2,004,199	\$2,068,041	\$2,131,884	\$2,195,819
Expenditures					
Personnel					
Salaries	\$235,000	\$244,400	\$254,176	\$264,343	\$274,917
Benefits	\$137,000	\$150,857	\$165,942	\$182,536	\$200,790
Operating Expenses					
Sewage Treatment - Lebanon	\$268,219	\$280,342	\$292,453	\$304,561	\$316,682
WWTP Depreciation, Novation	\$53,557	\$53,557	\$53,557	\$53,557	\$53,557
Other Oper. Expenses	\$583,224	\$237,287	\$245,592	\$254,188	\$263,082
Capital Outlay	\$1,760,000	\$500,000	\$500,000	\$500,000	\$500,000
Debt Service	\$0	\$413,933	\$407,913	\$401,893	\$395,874

Total Expenditures	\$3,037,000	\$1,880,376	\$1,919,633	\$1,961,078	\$2,004,902
Fund Balance, 12/31	\$5,828,480	\$5,952,303	\$6,100,710	\$6,271,516	\$6,462,432

CHAPTER 6

EVALUATION OF PROJECTED WATER FUND BUDGETS – 2026-2029

The city's sewer fund balances for the period of 2017 to 2024 continued to grow from \$3.86 million to \$6.97 million, respectively, an 80.5 percent increase or an annual growth rate of 10.06%. The growth in this fund was, in part, due to increasing the sewer rates and tap fees in 2022, when Ordinances 2022-01, 2022-02 and 2022-03 went into effect. During that 8-year period, the cost for treatment of the city's wastewater at the Lebanon wastewater treatment plant remained unchanged until 2021, when Lebanon increased its bulk sewer rate for treatment. These costs increased again on January 22, 2025, when Lebanon updated its unit rates once again. Currently, Lebanon charges \$1.62 per 1000 gallons of wastewater received from South Lebanon.

The projected budgets for the years 2026-2029, shown in Table 5.1, reflect an increase in the revenue received for service plus tap fees due to the anticipated increase of 130 new customers per year. The cost of treatment of South Lebanon's wastewater is increased each year due to the flows from the new customers added to South Lebanon's sewer system.

The inclusion of an estimated annual capital outlay of \$500,000 is reasonable for a community the size of South Lebanon. Although such outlays averaged half of that amount from 2017-2024, it is practical to estimate that future costs for projects will be higher than in the past. As the city's sewer system ages, it will require increased expenditures for sewer maintenance, repairs and replacement. As the number of customers increases, the city will need to provide new sewers and possibly upsize existing sewers that convey flow due to these new customers.

These budgets indicate that the end-of-year fund balances will decrease each year between 2006 and 2009, with more in the sewer fund at the end of each year compared to the amount in the fund at the beginning of that year. This trend is not as significant as the historic trend from 2017 to 2024, when these fund balances increased at an average rate of more than 20 percent annually.

Table 3 is a modification of Table 5.1, in which the cost charged by Lebanon for treatment of South Lebanon's wastewater increases at an annual rate of 4.5%. This increase is based on Lebanon's letter of January 22, 2025, to the city, which indicated a 4.5% increase from 2024 to 2025.

Table 6.1
Projected Sewer Fund Budget, 2026 to 2029
With Current Sewer Rates and 4.5% Annual Increase
In Treatment Cost at Lebanon Wastewater Treatment Plant

Sewer Fund (5201)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
City Customers (increase)	2,879	3,009(4.52%)	3,139(4.32%)	3,269 (4.14%)	3,399(3.98%)
Cust. served by WCWSD	960	1,003 (4.48%)	1,046(4.28%)	1,089(4.11%)	1,132(3.95%)
Cust. served by GCWW	1,919	2,006(4.53%)	2,093(4.37%)	2,180(4.16%)	2,267(3.99%)
<u>Budget Item</u>					
Fund Balance, 1/1	\$7,052,480	\$5,828,480	\$5,939,687	\$6,074,934	\$6,232,035
Revenues					
Charges for Service	\$1,400,000	\$1,463,280	\$1,526,494	\$1,589,691	\$1,652,960
Tap Fees	\$400,000	\$520,000	\$520,000	\$520,000	\$520,000
Miscellaneous	\$13,000	\$20,919	\$21,547	\$22,193	\$22,859
Total Revenue	\$1,813,000	\$2,004,199	\$2,068,041	\$2,131,884	\$2,195,819
Expenditures					
Personnel					
Salaries	\$235,000	\$244,400	\$254,176	\$264,343	\$274,917
Benefits	\$137,000	\$150,857	\$165,942	\$182,536	\$200,790
Operating Expenses					
Treatment, w/out increase	\$268,219	\$280,342	\$292,453	\$304,561	\$316,682
Treatment, w/ increase		\$292,958	\$305,614	\$318,266	\$330,933
Depreciation, Novation	\$53,557	\$53,557	\$53,557	\$53,557	\$53,557
Other Oper. Expenses	\$583,224	\$237,287	\$245,592	\$254,188	\$263,082
Capital Outlay	\$1,760,000	\$500,000	\$500,000	\$500,000	\$500,000
Debt Service	\$0	\$413,933	\$407,913	\$401,893	\$395,874
Total Expenditures	\$3,037,000	\$1,892,992	\$1,932,794	\$1,974,783	\$2,019,153
Fund Balance, 12/31	\$5,828,480	\$5,939,687	\$6,074,934	\$6,232,035	\$6,408,701

The end-of-year sewer fund balances shown in Table 6.1 are expected to continue increasing. This increase is not as large as shown in Table 5.1, however it is considered significant enough that there will not be a need to increase sewer rates to city customers for the foreseeable future.

CHAPTER 7

RECOMMENDED SEWER RATES – 2026-2029

No changes are recommended for the sewer rates or tap fees for city sewer customers. In the event Lebanon further increases its charges for wastewater treatment, or if future capital outlays or loan-funded debt service payments increase beyond the allowances used in Table 3, it is recommended that an updated sewer rate study be conducted at that time to adjust these recommended rates.



2025 South Lebanon Water Rate Study

April 2025



engineering | architecture | geospatial

GRW | 801 Corporate Drive Lexington, KY 40503 | 859.223.3999

CHAPTER 1

BACKGROUND

The City of South Lebanon is located within Warren County, in southwestern Ohio, approximately 30 miles northeast of Cincinnati. The City purchases water from two suppliers, Warren County Water and Sewer Department (WCWSD) and the Greater Cincinnati Water Works (GCWW). As of April 2025, South Lebanon supplied water to approximately 2,148 customers via approximately 109,556 linear feet of water lines. Most of these customers are within the Corporate Boundary of the city, and a few are outside of the Corporate Boundary.

The city last conducted a water rate study in 2017. At that time, the city used a water rate structure developed in 2012. Based on projected revenues and expenses to the year 2021, the 2017 study found that the 2012 rate structure allowed for adequate revenues to meet projected operating expenses and debt service and provided sufficient funds for the planned capital improvements to 2021. Consequently, no changes were recommended in 2012 to increase water rates or tap fees.

South Lebanon has continued to grow since 2017 and has continued to serve the water demands of its customers. During this period, the costs to purchase water from WCWSD and GCWW have increased, as have operating expenditures for personnel, insurance, utilities, and contracted services. These cost increases have indicated the need to evaluate the water rates so that revenues are provided to meet the future cost of water service to the city's customers.

CHAPTER 2

EXISTING WATER RATE STRUCTURE

The 2012 rates continued to be used until a new Water Rate Structure was established by Ordinance 2021-45. This ordinance revised the 2012 rates by setting new rates based on four customer categories. These rates were as follows:

- For customers inside the Corporate Boundary who are served by WCWSD:
\$32.37 for the first 3,000 gallons used in one month, plus \$5.73 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers inside the Corporate Boundary (minus the area served by WCWSD):
\$32.37 for the first 3,000 gallons used in one month, plus \$3.98 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers outside the Corporate Boundary:
\$51.02 for the first 3,000 gallons used in a month, plus \$5.61 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers in The Cedars of Rivers Bend Apartments:
\$35.36 for the first 3,000 gallons used in a month, plus \$5.60 per 1,000 gallons for any amount more than 3,000 gallons.

Ordinance 2021-46 was issued (effective January 1, 2022) to revise the tap fees for residential customers as follows:

- For residential customers inside the Corporate Boundary who are served by WCWSD, the tap-in fee is \$5,600.00.
- For residential customers inside the Corporate Boundary (minus the area served by WCWSD), the tap-in fee is \$4,000.00.

For customers in River Creek Lofts, a TIF Agreement established the tap fee at \$2,400 per unit. For commercial, business and industrial customers, the tap-in fees were previously established as follows:

- For 5/8-inch meters: \$2,400
- For 3/4-inch meters: \$4,800
- For 1-inch meters: \$9,600
- For 1-1/2-inch meters: \$16,800
- For 2-inch meters: \$34,800
- For 3-inch meters: \$44,400
- For 4-inch meters: \$62,400
- For 6-inch meters: \$69,600
- For 8-inch meters: \$124,800

CHAPTER 3

HISTORIC REVENUES AND EXPENDITURES, 2017 TO 2024

Table 1 provides a summary of the city's water fund (Fund 5101 in the Annual Budget). In this table, the water revenues include:

- Charges for Services (i.e., the receipts paid by water customers)
- Water Tap Fees
- Other Charges for Services (Turn-On Fees/Tokens)
- Miscellaneous

The expenditures include:

- Personnel Costs (salaries and benefits)
- Operating Expenses (e.g., water purchased from WCWSD and GCWW)
- Capital Outlay
- Debt Service

The encumbrances are project costs carried over from the previous year.

Table 3.1
Historic Revenues and Expenditures
Water Fund, 2017 to 2024
(in \$000's)

Description	2017	2018	2019	2020	2021	2022	2023	2024
Fund Balance (as of Jan 1)	\$1,041	\$1,367	\$1,748	\$2,218	\$2,560	\$2,695	\$2,763	\$2,999
Revenues	\$868	\$951	\$993	\$987	\$888	\$906	\$1,043	\$1,515
Expenditures	\$543	\$571	\$522	\$645	\$753	\$838	\$807	\$1,132
Fund Balance (as of 12/31)	\$1,367	\$1,748	\$2,218	\$2,560	\$2,695	\$2,763	\$2,998	\$3,364
Encumbrances					\$30	\$79	\$66	\$75
Balance (12/31)	\$1,367	\$1,748	\$2,218	\$2,560	\$2,665	\$2,684	\$2,932	\$3,289

CHAPTER 4

CURRENT YEAR WATER FUND BUDGET - 2025

In the city's 2025 Annual Budget, the historic information from 2017 to 2024 was used as a basis for establishing the 2025 budget for the Water Fund 5101. The 2025 Water Fund budget is as follows:

Table 4.1

<u>Item</u>	<u>2025 Budget</u>	<u>Notes</u>
Fund Balance, 1/1/2025	\$3,364,407	
Revenues		
Charges for Services	\$1,100,000	
Water Tap Fees	\$ 400,000	1
Other Charges for Services	\$ 10,000	
Miscellaneous	\$ 5,000	
Total Revenue	\$1,515,000	
Expenditures		
Personnel: Salaries and Benefits	\$ 393,500	2
Operating Expenses		
Water Purchase, WCWSD	\$ 100,000	3
Water Purchase – GCWW	\$ 418,000	4
Water Tap Fees – WCWSD	\$ 245,000	5
Other Operating Expenses	\$ 192,200	6
Capital Outlay	\$ 542,652	7
Debt Service	\$ 7,041	8
Total Expenditures	\$1,877,393	
Fund Balance, 12/31/2025	\$3,002,014	
Encumbrances	\$ 0	
Balance	\$3,002,014	

Notes to the 2025 Budget:

1. Tap Fees for High Meadow Subdivision Phases 1, 2, and 3 (49 new homes at \$6,000 each), and River Creek Lofts (60 new units at \$2,400 each).
2. Added the position of Assistant Administrator in 2021, added a Lead Operator in 2022. Lead Operator position is currently vacant.
3. Received a 7.5% water rate increase from WCWSD, plus new water services to new homes in High Meadow Subdivision (110 total lots).
4. Received a 3.1% water rate increase from GCWW, plus estimate for new water service to River Creek Lofts in Fall, 2025.
5. A portion of collected tap fees for High Meadow Subdivision Phases 1, 2, and 3 (49 units) are due to WCWSD for connection to county water service.
6. Other Operating Expenses:

Administration (Office Utilities, Communications, Printing, Advertising, Gen Engr Services, Prof & Tech Services, Utility Refund)	\$ 56,000
Electricity, Pumps & Tower	\$ 8,000
Contractual Services, Office Supplies & Operating Supplies	\$ 81,500
Insurance and Repairs	<u>\$ 46,700</u>
	\$ 192,200
7. Capital Projects:

Buildings and Other Structures	\$ 75,000
Interconnection PRV	\$ 200,000
Morrow Rd Reconstruction - Phase 1 (22% local)	\$ 96,652
Zoar Rd Waterline Extension – Phase 2	\$100,000
Utility Dist. Systems – Improvements	\$ 50,000
Radio Readers/Water Meter Replacements	<u>\$ 21,000</u>
	\$542,652
8. Annual Debt Service payment of \$7,040.72 for 30-year, zero-interest OWDA Water Main Replacement project, matures in 2043.

CHAPTER 5

CITY'S PROJECTED WATER FUND BUDGETS – 2025-2029

The city developed projections for the water fund for the years 2025 to 2029. The budgets shown in Table 2 for the years 2025 to 2029 have been based on the following assumptions:

- An estimated 5% increase in charges for services based on the addition of new homes within the Corporate Boundary. No increase in revenue from customer growth outside of the Corporate Boundary.
- An estimated 7.5% annual increase in water purchase costs from WCWSD, plus new water services provided to new homes.
- An estimated 5% annual increase in water purchase costs from GCWW, plus new water services to River Creek Lofts.
- A 2026 Capital Project expense of \$600,000 for repainting of the Water Tower, plus an additional \$150,000 for other water system projects.

Table 5.1
City's Projected Water Fund Budget, 2025 to 2029

Water Fund (5101)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,352,696	\$1,948,999	\$1,540,011
Revenues					
Charges for Service	\$1,100,000	\$1,155,000	\$1,212,750	\$1,273,388	\$1,337,057
Tap Fees	\$400,000	\$100,000	\$100,000	\$100,000	\$100,000
Other Charges & Misc	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,270,000	\$1,327,750	\$1,388,388	\$1,452,057
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase – Warren Co.	\$100,000	\$107,500	\$115,563	\$124,230	\$133,547
Water Purchase - GCWW	\$418,000	\$438,900	\$460,845	\$483,887	\$508,082
Tap Fees - Warren Co.	\$245,000	\$0	\$0	\$0	\$0
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000

Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$1,919,318	\$1,731,447	\$1,797,376	\$1,867,373
Fund Balance, 12/31	\$3,002,014	\$2,352,696	\$1,948,999	\$1,540,011	\$1,124,695

CHAPTER 6

EVALUATION OF CITY'S PROJECTED WATER FUND BUDGETS – 2026-2029

A review of the budgets in Table 2 was completed to confirm that they accounted for all revenue and expenses as the number of customers in South Lebanon's service area increase during the years between 2026 and 2019. Table 2 includes the expenses expected due to rate increases to purchase water from WCWSD and GCWW but does not include an increase in revenue due to a rate increase for water customers.

According to city records, there were 2,148 customers served by the water system in April 2025, with approximately 176 customers in Cedars Apartments and 84 customers outside the Corporate Boundary. By the end of 2025, approximately 623 customers within the Corporate Boundary may be served by WCWSD and approximately 1,352 are expected to be served by GCWW.

Customer growth is expected to occur from 2026 to 2029 within the Corporate Boundary over the next few years, but no additional water customers are expected to be added to the water system outside the Corporate Boundary or at Cedars Apartments. Growth within the Corporate Boundary is expected to include an estimated 464 new units at River Creek Lofts (RCL) and 174 new units on Zoard Road, a total of 638 new units. 120 of the RCL units are scheduled to be built in 2025, leaving an average of 130 new units added to the water system between 2026 and 2029. On that basis, an average of 43 new customers each year at RCL will be served by WCWSD and an average of 87 new customers each year will be served on Zoard Road by GCWW. Table 2 does not include the additional revenues from tap fees or water service for these new customers, or the additional expenses for water purchases or tap fees that the city must pay to WCWSD and GCWW for these new customers.

Table 2 reflects an anticipated annual increase in salaries and benefits of 4%, which is reasonable. Capital outlays for 2027 to 2029 at \$500,000 per year are conservative estimates, considering that these expenses from 2017 to 2024 were approximately half of that amount. However, given that the water system continues to age and will need increasing costs for repair, maintenance and replacement in the future, these budgeted outlays are reasonable.

The Table 2 budgets for 2026 to 2029 indicate that the end-of-year balance in the Water Fund will decrease from \$2.35 million to \$1.12 million over this period, with each year ending with a lower fund balance than at the start of the year. This trend is opposite of the historic trends between 2017 and 2024, during which the fund balance increased an average of approximately 17.5% per year. It is not considered good fiscal policy for these fund balances to continually decrease each year; instead, the fund balances should preferably remain stable or increase

each year to ensure that sufficient funds are available in the event of an unexpected large expense such as an emergency or some other non-recurring expense.

Based on this review, Table 6.1 presents a revision of Table 5.1 to account for the anticipated increases in revenues and expenditures for the annual average of approximately 130 new water customers that are expected to be served by the city's water system between 2026 and 2029.

Table 6.1
City's Projected Water Fund Budget (Revised), 2025 to 2029

Water Fund (5101)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Total Customers (increase)	2,148	2,278 (6.05%)	2,408 (5.71%)	2,538 (5.40%)	2,668 (5.12%)
Customers served by WCWSD	623	666 (6.90%)	709(6.46%)	752(6.06%)	795(5.72%)
Customers served by GCWW	1,352	1,439(6.43%)	1,526(6.05%)	1,613(5.70%)	1,700(5.39%)
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,645,407	\$2,503,660	\$2,318,714
Revenues					
Charges for Service	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Misc	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,770,350	\$1,836,960	\$1,903,551	\$1,970,098
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,645,407	\$2,503,660	\$2,318,714	\$2,081,827

In Table 6.1, the revised projected water fund budgets for 2026 to 2029 indicate the end-of -year water fund balances will not decrease as rapidly as shown in Table 5.1, however the balance at the end of 2029 is still approximately \$1 million lower than at the end of 2025. Unless the city adds more new customers each year or decreases the annual budgeted Capital Outlay, a water rate increase will be needed to maintain or increase the fund balance each year between 2026 and 2029.

CHAPTER 7

EVALUATION OF POTENTIAL WATER RATE INCREASES

The following tables present a series of projected water fund budgets for 2026 to 2029 based on increasing the water rates charged to city customers. Tables 7.1, 7.2 and 7.3 illustrate the impact of a one-time 2026 rate increase of 5%, 7.5% and 10%, respectively, on the 2026 to 2029 water fund budgets shown in Table 6.1. The revenues increase each year due to the rate increases, while the expenditures are unchanged from those shown in Table 6.1.

Table 7.1
Projected Water Fund Budget, 2025 to 2029
With One-Time 5% Rate Increase, Starting in 2026

Water Fund (5101)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Water Customers	2,148	2,278	2,408	2,538	2,668
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,703,735	\$2,623,646	\$2,503,687
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,224,878	\$1,294,818	\$1,364,738	\$1,434,613
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,828,678	\$1,898,618	\$1,968,538	\$2,038,413
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041

Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,703,735	\$2,623,646	\$2,503,687	\$2,335,115

Table 7.2

**Projected Water Fund Budget, 2025 to 2029
With One-Time 7.5% Rate Increase, Starting in 2026**

Budget Item

Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,732,898	\$2,683,639	\$2,596,173
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,254,041	\$1,325,647	\$1,397,232	\$1,468,770
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,857,841	\$1,929,447	\$2,001,032	\$2,072,570
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,732,898	\$2,683,639	\$2,596,173	\$2,461,759

Table 7.3

**Projected Water Fund Budget, 2025 to 2029
With One-Time 10% Rate Increase, Starting in 2026**

Budget Item

Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,762,062	\$2,743,631	\$2,688,660
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,283,205	\$1,356,476	\$1,429,726	\$1,502,928
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,887,005	\$1,960,276	\$2,033,526	\$2,106,728
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,762,062	\$2,743,631	\$2,688,660	\$2,588,403

Tables 7.1, 7.2, and 7.3 indicate that the end-of-year fund balances still decrease each year between 2026 and 2029 even though one-time rate increases as much as 10% are initiated in 2026.

Tables 7.4, 7.5 and 7.6 present the city's water fund budgets for 2026 to 2029 based on annual rate increases of 5%, 7.5% and 10%, respectively, starting in 2026 and continuing each year until 2029. Table 7 indicates that the end-of-year fund balances increase each year, with a balance in 2029 approximately \$110,000 higher than at the end of 2026. For annual rate increases of 7.5% and 10%, the fund balances increase even more than for a 5% annual rate increase.

Table 7.4

**Projected Water Fund Budget, 2025 to 2029
With a 5% Annual Rate Increase, starting in 2026**

Water Fund (5101)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Water Customers	2,148	2,278	2,408	2,538	2,668
Customer increase from prev. yr.		130 (6.05%)	130 (5.71%)	130 (5.40%)	130 (5.12%)
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,703,735	\$2,688,387	\$2,708,314
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,224,878	\$1,359,559	\$1,504,624	\$1,660,744
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,828,678	\$1,963,359	\$2,108,424	\$2,264,544
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,703,735	\$2,688,387	\$2,708,314	\$2,765,872

Table 7.5

**Projected Water Fund Budget, 2025 to 2029
With a 7.5% Annual Rate Increase, starting in 2026**

Water Fund (5101)	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Water Customers	2,148	2,278	2,408	2,538	2,668
Customer increase from prev. yr.		130 (6.05%)	130 (5.71%)	130 (5.40%)	130 (5.12%)
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,732,898	\$2,783,062	\$2,913,041
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,254,041	\$1,425,071	\$1,614,676	\$1,824,649
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,857,841	\$2,028,871	\$2,218,476	\$2,428,449
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,732,898	\$2,783,062	\$2,913,041	\$3,134,505

Table 7.6

**Projected Water Fund Budget, 2025 to 2029
With a 10% Annual Rate Increase, starting in 2026**

Water Fund (5101)	2025	2026	2027	2028	2029
Water Customers	2,148	2,278	2,408	2,538	2,668
Customer increase from prev. yr.		130 (6.05%)	130 (5.71%)	130 (5.40%)	130 (5.12%)
<u>Budget Item</u>					
Fund Balance, 1/1	\$3,364,407	\$3,002,014	\$2,762,062	\$2,879,279	\$3,124,550
Revenues					
Charges for Service without rate increase	\$1,100,000	\$1,166,550	\$1,233,160	\$1,299,751	\$1,366,298
Charges for Service with rate increase		\$1,283,205	\$1,492,124	\$1,729,968	\$2,000,397
Tap Fees	\$400,000	\$588,800	\$588,800	\$588,800	\$588,800
Other Charges & Miscellaneous	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Revenue	\$1,515,000	\$1,887,005	\$2,095,924	\$2,333,768	\$2,604,197
Expenditures					
Personnel					
Salaries	\$265,000	\$275,600	\$286,624	\$298,089	\$310,012
Benefits	\$128,500	\$141,350	\$155,485	\$171,033	\$188,137
Operating Expenses					
Water Purchase - Warren Co.	\$100,000	\$114,918	\$131,517	\$149,948	\$170,415
Water Purchase - GCWW	\$418,000	\$467,121	\$520,151	\$577,290	\$638,826
Tap Fees - Warren Co.	\$245,000	\$172,000	\$172,000	\$172,000	\$172,000
Other Oper. Expenses	\$192,200	\$198,927	\$205,889	\$213,096	\$220,554
Capital Outlay	\$521,652	\$750,000	\$500,000	\$500,000	\$500,000
Debt Service	\$7,041	\$7,041	\$7,041	\$7,041	\$7,041
Total Expenditures	\$1,877,393	\$2,126,957	\$1,978,707	\$2,088,497	\$2,206,985
Fund Balance, 12/31	\$3,002,014	\$2,762,062	\$2,879,279	\$3,124,550	\$3,521,762

As these tables indicate, it will be necessary to increase the water rate charged to the city's customers by 5% each year to ensure that the end-of-year fund balances do not decrease during this period.

CHAPTER 8

RECOMMENDATION OF WATER RATE INCREASE

The preceding paragraphs of this study extend the city's water fund budget from 2025 to 2029, accounting for a steady growth in new customers over this period. These new customers will increase the revenues received from their tap fees as well as their use of water. At the same time, the city will also pay Warren County and Greater Cincinnati Water Works for the additional water purchased for use by these new customers as well as tap fees for those served by Warren County.

The 2026 to 2029 projected water fund budgets are based on annual increases in the cost of water purchased from Warren County (an annual increase of 7.5%) and GCWW (an annual increase of 5%). As a result, the end-of-year fund balances in the South Lebanon water fund decrease each year from 2026 to 2029. Had these suppliers increased their rates only once in 2026 for the balance of this period, instead of each year, South Lebanon may not have needed to increase its water rates to its customers to maintain steady or growing end-of-year fund balances.

To ensure that the end-of-year fund balance in the water fund remains steady during this period, a minimum of 5% annual rate increase for city water customers is recommended. On that basis, the following water rates are recommended:

For 2026:

- For customers inside the Corporate Boundary who are served by WCWSD:
\$33.99 for the first 3,000 gallons used in one month, plus \$6.02 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers inside the Corporate Boundary (minus the area served by WCWSD):
\$33.99 the first 3,000 gallons used in one month, plus \$4.18 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers outside the Corporate Boundary:
\$53.57 for the first 3,000 gallons used in a month, plus \$5.89 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers in The Cedars of Rivers Bend Apartments:
\$37.13 for the first 3,000 gallons used in a month, plus \$5.88 per 1,000 gallons for any amount more than 3,000 gallons.

For 2027:

- For customers inside the Corporate Boundary who are served by WCWSD:
\$35.69 for the first 3,000 gallons used in one month, plus \$6.32 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers inside the Corporate Boundary (minus the area served by WCWSD):
\$35.69 the first 3,000 gallons used in one month, plus \$4.39 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers outside the Corporate Boundary:
\$56.25 for the first 3,000 gallons used in a month, plus \$6.18 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers in The Cedars of Rivers Bend Apartments:
\$38.99 for the first 3,000 gallons used in a month, plus \$6.17 per 1,000 gallons for any amount more than 3,000 gallons.

For 2028:

- For customers inside the Corporate Boundary who are served by WCWSD:
\$37.47 for the first 3,000 gallons used in one month, plus \$6.64 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers inside the Corporate Boundary (minus the area served by WCWSD):
\$37.47 the first 3,000 gallons used in one month, plus \$4.61 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers outside the Corporate Boundary:
\$59.06 for the first 3,000 gallons used in a month, plus \$6.49 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers in The Cedars of Rivers Bend Apartments:
\$40.94 for the first 3,000 gallons used in a month, plus \$6.48 per 1,000 gallons for any amount more than 3,000 gallons.

For 2029:

- For customers inside the Corporate Boundary who are served by WCWSD:
\$39.34 for the first 3,000 gallons used in one month, plus \$6.97 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers inside the Corporate Boundary (minus the area served by WCWSD):
\$39.34 the first 3,000 gallons used in one month, plus \$4.84 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers outside the Corporate Boundary:
\$62.01 for the first 3,000 gallons used in a month, plus \$6.81 per 1,000 gallons for any amount more than 3,000 gallons.
- For customers in The Cedars of Rivers Bend Apartments:
\$42.99 for the first 3,000 gallons used in a month, plus \$6.80 per 1,000 gallons for any amount more than 3,000 gallons.

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

**AN ORDINANCE AMENDING ORDINANCE 2021-45 AND FIXING THE RATES FOR
WATER USAGE**

WHEREAS, the City Council adopted Ordinance No. 2021-45 fixing the rates for water usage in the City and setting water usage rates beginning on January 1, 2022; and,

WHEREAS, the engineering firm of GRW, Inc has conducted a water rate study for the South Lebanon Public Water System to evaluate the City's water rate structure and make recommendations to City with respect to changes to the water rate structure; and,

WHEREAS, based on the completed Water Rate Study, GRW, Inc. is recommending changes to the City's water rate structure through calendar year 2029; and,

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

Section 1. Ordinance No. 2021-45 is hereby amended to the extent that the following water usage rates shall be effective on the following dates:

Inside Corp. Boundaries (MINUS AREA SERVED PER AGREEMENT WITH WARREN CO. -RESOLUTION# 2021-10)	
Effective Date	January 1, 2026
First 3,000 gallons	\$32.37 \$33.99
Over 3,000 gallons (per 1,000 gallons)	\$3.98 \$4.18

INSIDE CORP. NEW AREA SERVED PER AGREEMENT WITH WARREN CO. -RESOLUTION# 2021-10	
Effective Date	January 1, 2026
First 3,000 gallons	\$32.37 \$33.99
Over 3,000 gallons (per 1,000 gallons)	\$5.73 \$6.02

Cedars of Riversbend	
Effective Date	January 1, 2026
First 3,000 gallons	\$35.36 \$37.13
Over 3,000 gallons (per 1,000 gallons)	\$5.60 \$5.88
Outside Corp. Boundaries	
Effective Date	January 1, 2026
First 3,000 gallons	\$51.02 \$53.57
Over 3,000 gallons (1,000 gallons)	\$5.61 \$5.89

Ordinance No. 2025-25 – Amending Water Rates
Page 2

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

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Remainder of page left blank intentionally

Ordinance No. 2025-25 – Amending Water Rates
Page 3

Adopted this ____ day of _____, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O’Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
____ Nays

Effective Date: _____

Prepared by and approved as to form:

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



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

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
CC: Tina Williams, Director of Finance
Date: October 31, 2025
Subject: 2026 Sheriff Contract Addendum

Attached is a resolution and contract addendum for the contract with the Warren County Sheriff's Office for 2026.

The overall budget for 2026 increased from \$742,755.00 in 2025 to \$805,235.96. This reflects the wage negotiations and increased healthcare costs.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-43**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH THE
WARREN COUNTY SHERIFF AND THE WARREN COUNTY BOARD OF
COMMISSIONERS FOR POLICE PROTECTION IN THE CITY OF SOUTH
LEBANON FOR THE CALENDAR YEAR 2026**

WHEREAS, providing public safety is one of the most critical functions of local municipal government; and,

WHEREAS, the City, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, 2015, 2019 plus the most recent amendment being for the calendar year 2024 per Resolution No. 2024-14; and,

WHEREAS, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the City for the calendar year 2026, thereby amending the Agreement for Police Protection with the only modifications being a change in the cost for the 2026 services, all other terms and conditions shall remain the same; and,

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Addendum to the Police Protection Agreement for police protection in the City of South Lebanon for the calendar year 2026, a copy of which is attached hereto.

Section 2. Authorizing the Director of Finance to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2026 without further action of Council.

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

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to 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 2025-43
Page 2

Adopted this day of November, 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

ATTACHMENT A
2026 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the City of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2026 and continuing through midnight on December 31, 2026.

Regular Salaries	\$	486,548.00
Overtime Pay	\$	100,000.00
P.E.R.S.	\$	106,166.00
Benefits	\$	92,287.00
Worker's Comp	\$	11,730.00
Medicare	\$	8,504.96
Total	\$	805,235.96

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE:	\$201,308.99
2ND QUARTER INVOICE:	\$201,308.99
3RD QUARTER INVOICE:	\$201,308.99
4TH QUARTER INVOICE:	\$201,308.99

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this _____ day of _____, 2025, at _____, Ohio

Barry K. Riley, Sheriff

City of South Lebanon

Board of County Commissioners

**CITY OF SOUTH LEBANON
MEMORANDUM**

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Chase Kirby, Law Director

From: Tina Williams, Director of Finance

Date: November 4, 2025

Subject: Employee Health Benefits – Health Savings Accounts

Due to the significant increase in health premiums for two consecutive years (27.27% in 2025 and 20.3% in 2024), administration has explored alternative solutions to lower our health insurance costs for both the employer and employee.

The Personnel Committee met on Wednesday, October 29th, and reviewed health savings plans offered through membership in the Center for Local Government.

The committee is recommending the city change from our current traditional health insurance through Anthem to a High-Deductible Health Plan (HDHP) offered through the Center for Local Government. This will result in a -24.30% decrease in premium rates.

The committee selected the Choice Platinum A healthcare plan, which has a \$2,000 annual deductible for an individual plan, and a \$4,000 annual deductible for a family plan, with 100% coverage of medical charges after the deductible limits are met. The annual deductibles for our current traditional plan are \$1,500 for an individual plan and \$3,000 for a family, with 80% coverage of medical charges after the deductible limits are met. Attached is a chart showing the comparison between the two plans.

To help offset the increase in deductible and to provide an additional healthcare benefit to employees, the committee is also recommending the City make contributions to an employee's health savings account.

A Health Savings Account (HSA) is a tax-advantage account created in conjunction with a HDHP to pay or save for qualified medical expenses including prescription drugs. Some of the advantages include:

- No tax is levied on contributions to a HSA, the HSA's earnings, or distributions used to pay for qualified medical expenses.
- An HSA is owned by an employee.

- Contributions are made by the employee or employer, or both. Employer contributions can help to offset the higher deductible.
- Any unused account balances at year-end can be carried forward and accumulated to pay future medical expenses into retirement.

The City would make contributions equal to 60% of the annual deductible for employees participating in the health insurance plan. Those contributions would start with a one-time upfront contribution on January 2, 2026, equal to \$600 for single coverage and \$1,200 for employee/spouse, employee/child, or family coverage. Additional monthly contributions would begin on July 1, 2026, equal to \$100 for single coverage and \$200 for family coverage.

Even with the additional contributions to employees' HSA accounts, the City would be saving approximately 16% or \$50,000, in healthcare costs.

The resolutions are being presented as an emergency to allow for open enrollment to begin in November and the new plan to be in effect on January 1, 2026.

Please let me know if you have any questions or would like additional information.

City of South Lebanon
Medical Plans - Comparisons

2025 CURRENT PLAN - Traditional PPO (27.27% Rate Increase)					OPTION 1 - HDHP (-24.30 % Decrease)			Employer Savings (Overall -16.31% Decrease with HSA Contributions)	
Carrier Plan Name		Anthem			CLGBP			Employer Monthly Premium	Employer HSA Contributions 60%
		SOCA BP Blue Access PPO 1500/20%/7500			HDHP - Platinum A HSA (NE)				
Enrollment Tiers	Enrolled	Monthly Rates	Employer 89%	Employee 11%	Monthly Rates	Employer 89%	Employee 11%		
Employee Only	8	\$1,118.46	\$995.43	\$123.03	\$849.27	\$755.85	\$93.42	\$755.85	\$1,200.00
Employee + Spouse	0	\$2,458.38	\$2,187.96	\$270.42	\$1,768.07	\$1,573.58	\$194.49	\$1,573.58	\$2,400.00
Employee + Child(ren)	1	\$1,887.96	\$1,680.28	\$207.68	\$1,582.87	\$1,408.75	\$174.12	\$1,408.75	\$2,400.00
Family	5	\$3,452.69	\$3,072.89	\$379.80	\$2,578.59	\$2,294.95	\$283.64	\$2,294.95	\$2,400.00
Estimated Monthly Premium		\$28,099.09	\$25,008.19	\$3,090.90	\$21,269.98	\$18,930.28	\$2,339.70	\$18,930.30	\$24,000.00
Estimated Annual Premium		\$337,189.08	\$300,098.28	\$37,090.80	\$255,239.76	\$227,163.39	\$28,076.37	\$227,163.60	\$251,163.39
% Change vs Current		27.27%	27.27%	27.27%	-24.30%	-24.30%	-24.30%	-24.30%	-16.31%
\$ Change vs Current (Annualized)		\$72,239.88	\$64,293.49	\$7,946.39	-\$81,949.32	-\$72,934.89	-\$1,068.04	-\$72,934.68	-\$48,934.89
Medical Benefits		In-Network			In-Network				
Medical Plan Type		PPO			High Deductible Health Plan (NE)				
Deductible									
Individual/Family		\$1,500/\$3,000			\$2,000/\$4,000				
Coinsurance		80/20%			100/0%				
Out-of-Pocket Maximum									
Individual/Family		\$7,500/\$15,000			\$3,400/\$6,800				
Copays Included?		Yes - Med & Rx			Yes - Rx Only				
Deductible Included?		Yes			Yes				
Inpatient/Outpatient Hospital		Deductible, then 20%			Deductible, then 0%				
Emergency Room		Deductible, then \$475 copay			Deductible, then 0%				
Urgent Care		\$75 copay			Deductible, then 0%				
Primary Care / Specialist Visit		\$30/\$60 copay			Deductible, then 0%				
Prescription Drugs		In-Network			In-Network				
Deductible		None			Integrated Med & Rx Ded				
Retail (31 days): Tier1 / Tier 2/ Tier3 / Tier 4		\$15 / \$45 / \$95 / \$350			Ded, \$10/ \$30 / \$60				
Mail-Order: Tier1 / Tier 2/ Tier3 / Tier 4		\$30/ \$113 / \$238 / \$350			Ded, \$20/ \$60 / \$120				

General Notes:

1. Benefits presented above are summarized. For full details see the plan design document.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-44**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE
TO ENTER INTO AN AGREEMENT TO JOIN THE CENTER FOR LOCAL
GOVERNMENT BENEFITS POOL FOR EMPLOYEE HEALTHCARE BENEFITS
AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon (the “City”) became a member of the Center for Local Government, beginning April 1, 2025; and

WHEREAS, the Center for Local Government has organized a Government Benefits Pool through which they negotiate healthcare benefit programs for members who join the benefits pool; and

WHEREAS, after analyzing the cost to renew current health insurance coverage and the healthcare benefits provided through the Center for Local Government Benefits Pool, the City’s Personnel Committee is recommending that the City make an application to and join the Joint Self-Insurance Healthcare Benefit Program with the Center for Local Government; and

WHEREAS, immediate action is required to ensure continued health insurance coverage is in effect as of January 1, 2026, for full-time employees offered in accordance with the terms of their employment, 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 hereby authorizes the City of South Lebanon to participate in the Center for Local Government Benefits Pool and join their Joint Self-Insurance Program for health insurance benefits as presented in Exhibit “A” attached hereto and made a part hereof.

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

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

Resolution No. 2025-44 Center For Local Government Benefits Pool

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

Adopted this ____ day of _____, 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

By: _____

Date: _____

CENTER FOR LOCAL GOVERNMENT BENEFITS POOL

AMENDED JOINT SELF-INSURANCE AGREEMENT

(Effective August 1, 2015)

WHEREAS, Section 9.833 of the Ohio Revised Code authorizes Political Subdivisions to act individually or jointly to establish health care benefits programs for their officers or employees; and

WHEREAS, effective August 1, 2009, as sponsored by the Center for Local Government, an Ohio not-for-profit corporation ("CLG"), a number of the Members of CLG representing local Political Subdivisions did enter into a Joint Self-Insurance Agreement to establish a joint self-insurance program to provide healthcare benefits for the officers and employees of such political subdivisions as permitted by RC Section 9.833; and

WHEREAS, the current Political Subdivisions who are parties to such Agreement ("Members") do desire to amend such prior agreement to govern the terms and conditions under which the Members will continue to operate and administer such joint self-insurance program; and

WHEREAS, this Agreement, as amended to be effective August 1, 2015, shall be executed in component parts by the Members upon approval of their respective Political Subdivision, and with such amendment the Members desire to be bound by the terms and conditions of this amended Agreement (as amended "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and among the CLG and the Members identified below, on behalf of which this Agreement has been executed in accordance with Section 9.833 of the Ohio Revised Code that:

ARTICLE I

Section 1.1. Name. The unincorporated joint self-insurance program shall be known as the Center for Local Government Benefits Pool (hereinafter "Benefits Pool").

Section 1.2. Duration. This Agreement as amended shall be effective August 1, 2015 after appropriate approval by two-thirds (2/3) of the current Members of the Benefits Pool and shall supersede the prior Agreement which was effective November 1, 2013. Such amended Agreement shall continue indefinitely until amended or appropriately terminated as provided herein. The Benefits Pool shall have a perpetual duration and shall continue until terminated pursuant to this Agreement.

Section 1.3. Legal Status. The Benefits Pool shall be deemed to be a legal entity, separate and apart from its Members to obtain insurance, to create a joint self-insurance program, and to provide for the joint administration of the funds of the Benefits Pool.

ARTICLE II DEFINITIONS

Section 2.1. Act. “Act” shall mean Section 9.833 of the Ohio Revised Code and any successor statute thereto, as amended from time to time.

Section 2.2 Administrator. “Administrator” shall mean the entity designated by the Board (as hereafter defined) to supervise the administration of the Benefits Pool, provide additional protections utilizing its pooling structure, and to perform such other duties as are set forth in a separate Administration Agreement which the Board shall authorize and execute with such Administrator. The current Administrator is the Jefferson Health Plan (“JHP”) formerly known as the Ohio Mid-East Regional Education Service Agency (“OME-RESA”). The current Administration Agreement is attached hereto as Exhibit A. Any reference herein to such Administration Agreement including the OME-RESA Administration Agreement, and any future Administration Agreement authorized by the Board, are referred to herein as “Administration Agreement.”

Section 2.3. Agreement “Agreement” means this Agreement as amended and all counterparts hereto, as may be amended from time to time.

Section 2.4. Board. “Board” shall mean all of the Directors of the Benefits Pool.

Section 2.5. Broker. “Broker” shall mean the benefits broker for the Benefits Pool.

Section 2.6. CLG Board. “CLG Board” shall mean the Board of the Center for Local Government.

Section 2.7 Contributions. “Contributions” shall mean any amounts paid by a Member to the fund of the Benefits Pool.

Section 2.8. Director. “Director” shall mean the persons appointed by each Member to represent the Member on the Board of the Benefits Pool.

Section 2.9. Executive Committee. “Executive Committee” shall mean the officers of the Directors of the Benefits Pool, including the President, Vice President, Secretary and Treasurer, and such other Directors as set forth herein.

Section 2.10. EST. “EST” shall mean Eastern Standard Time.

Section 2.11. Fund or Funds. “Fund or Funds” shall mean those amounts paid by Members pursuant to Articles Seven and Eight.

Section 2.12. Member. “Member” shall mean a Political Subdivision who is a party to this Agreement and who has not withdrawn from or been terminated from participation in the Benefits Pool.

Section 2.13. Plan Year. The “Plan Year” for the Benefits Pool runs from August 1st until July 31st.

Section 2.14. Political Subdivision. “Political Subdivision” shall have the same meaning given to it by the Act.

Section 2.15. Scope of Coverage. “Scope of Coverage” shall mean the coverage, limits and deductibles set forth in Section 4.6 hereof.

Section 2.16. Surplus Funds. “Surplus Funds” shall mean the amount by which the funds available to operate the Benefits Pool for any year or years exceed all of the costs, liabilities (including claim liabilities, claim reserves terminal liability) and expenses of operating the Benefits Pool.

Section 2.17. Term. “Term” shall mean the period of time that a Member has agreed to participate in the Benefits Pool and the period of time that the Member has agreed to conform to this Agreement.

ARTICLE III MEMBERSHIP

Section 3.1 Qualifications. An applicant seeking membership in the Benefits Pool must meet all of the qualifications required by the Act, must demonstrate to the satisfaction of the Executive Committee the financial ability to pay all Contributions required of the Member, and must meet all other underwriting and financial guidelines as established by the Board and/or the Administrator. An applicant seeking membership to the Benefits Pool must join the Center for Local Government, and must maintain membership in the Center for Local Government for the duration of time they are participants in the Benefits Pool.

Section 3.2 Application. All applicants seeking to become Members shall request membership in the Benefits Pool by notifying the Executive Committee in writing of their intent to become a Member, signing and accepting this Agreement, as it may now exist or hereafter be amended, providing legislation authorizing participation, and providing to the Administrator all required underwriting data and forms.

Section 3.3 Effective Time of Membership. An applicant shall become a Member at the time that a duly authorized officer of the applicant executes, a duly

authorized officer of the Benefits Pool accepts, and written acceptance of the request to participate is forwarded by the Benefits Pool and actually received by the Member. No applicant shall be permitted to become a Member, unless it provides written documentation satisfactory to the Executive Committee, in its sole judgment, that the applicant has the requisite capacity and authority, and has agreed to all of its obligations hereunder. Membership shall thereafter be effective on the date noted in Section 3.5 of this executed Agreement.

Section 3.4 Duties of Members. Each Member agrees to do or cause to be done all of the following:

- a) Cooperate with and institute all loss prevention procedures and guidelines approved by the Executive Committee.
- b) Designate a Director of the Member to serve on the Board, and to cause that Representative to attend all meetings of the Board.
- c) Provide the Benefits Pool and/or its duly authorized representatives access to records of the Member during normal business hours, upon 24 hours prior written notice and only for the purpose of conducting necessary services related to the operation of the Benefits Pool and for no other purposes.
- d) Permit the Benefits Pool and/or its duly authorized representatives to represent the Member in investigating, litigating and settling any claim made against the Benefits Pool or the Member that is within the Scope of Coverage provided by the Benefits Pool.
- e) Promptly pay when and as due all Contributions required under this Agreement.
- f) Agree to be solely responsible for compliance with all federal and state employee benefits laws relative to the benefits the Member secures for its employees through participation within the Benefits Pool. Member acknowledges and agrees that no other Member, nor the CLG, nor Benefits Pool, nor the Administrator shall be responsible for Member's compliance responsibility nor any civil damages or administrative penalties which may be assessed against a Member for any non-compliance with federal or state benefits laws.
- g) Pay Contributions for insurance/pool/benefits of the Benefits Pool negotiated in accordance with the terms established by the Board and the insurance/pool/benefits provider and Administrator.
- h) Cooperate fully with the Board and the Administrator in any matter relating to the purpose and operations of the Benefits Pool.
- i) Act promptly on all matters requiring action on the part of the Member in order for the Board or the Administrator to properly administer the Benefits Pool.
- j) Each Member shall, as needed by the Board, the Administrator, and/or the insurance/pool/benefit provider(s) servicing the Benefits Pool, furnish periodic reports of additions, deletions, and changes to the listing of covered employees, as well as all other information as may be reasonably required for the purpose of enrolling employees, processing terminations, determining

Contribution levels, effecting changes in family status, and assessing the costs of administration as provided herein.

- k) The Member is subject to the Benefits Pool's rules on timely notification of enrollments to, and terminations from, the plan. In no event will the Benefits Pool, its insurers or administrators, adjust overpayments, or accept late enrollees (without evidence of insurability, if applicable) when notified more than two (2) months after the termination or date eligible for enrollment.
- l) Neither the CLG, nor the Administrator, nor the Benefits Pool assumes any responsibility to provide any specified level of benefits, benefits provisions, type of coverage, or amount of allowable payment, in order to meet the requirements of any Member's collective bargaining agreements or satisfy the outcome of any employee or bargaining group member dispute or grievance. The Benefits Pool reserves the right to withdraw plan offerings or change benefit levels at any time according to the approval of the Board.

Section 3.5 Membership in the Benefits Pool. Membership in the Benefits Pool shall continue as provided under the prior Agreement and shall continue after August 1, 2015 in accordance with the terms of this amended Agreement which shall then become the new "Commencement Date" as provided in this Agreement. Any Member joining after this Commencement Date of August 1, 2015 shall be bound by the terms of the amended Agreement upon the date of the Member's acceptance of this Agreement.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 Establishment of the Board. The Benefits Pool shall have a Board of Directors, which shall, among other duties, determine the general policy of the Benefits Pool. Each Member shall be entitled to appoint one Director.

Section 4.2 Term of Directorships. A person appointed by a Member to serve as a Director on the Board shall remain in office until (1) the Benefits Pool receives evidence of the appointment of a successor, or (2) the effective time of the withdrawal from or termination of the Member's participation in the Benefits Pool.

Section 4.3 Officers. The Board shall every three (3) years elect from the Directors of the Board a President, a Vice President, a Secretary, and a Treasurer. The Directors receiving the largest number of votes for each office shall be elected. No Director may serve more than two (2) consecutive terms as President.

Section 4.4 Meetings.

- a) Regular Meetings. Meetings of the Board shall be held no less frequently than semi-annually at such times as the President shall prescribe. The President shall give written notice to each Director of the time, date and place of each semi-annual meeting, at least seven (7) days prior to each meeting. This

notice may, but is not required to, contain an agenda of items to be discussed. Any item of Benefits Pool business may be considered at such semi-annual meetings, whether or not identified on an agenda that may have been contained in the notice for the meeting.

- b) Special Meetings. Special meetings of the Board may be called by the President or by a majority of the Directors. Only items listed for discussion in the notice of the special meeting may be considered at a special meeting. The President shall give written notice to each Director of the time, date, place and purposes of a special meeting at least three (3) days prior to each such special meeting.
- c) Meeting by Use of Communications Equipment. Directors may attend a meeting of Directors by use of communications equipment that enables the Director or proxy holder an opportunity to participate in the meeting and to vote on matters submitted to the Directors, including an opportunity to read or hear the proceedings of the meeting and to speak or otherwise participate in the proceedings contemporaneously with those physically present. Any Director using communications equipment will be deemed present in person at the meeting, whether the meeting is to be held at a designated place or solely by a means of communications equipment. Those Directors attending and participating at the meeting by communications equipment shall be noted in the Minutes of the meeting, which Minutes also shall reference the means of communications equipment and the time and date the meeting was convened on such basis. The Secretary shall certify as an appropriate Director action any Resolution or other action taken at the meeting of the Directors on such basis. Any third party may rely upon such certification as a valid act of the Directors of the Benefits Pool.

Section 4.5 Committees of the Board. The Board may from time to time appoint ad hoc committees of no fewer than three (3) of the Directors. The Board may change membership of the ad hoc committees at any time. An ad hoc committee may bind the Board only as to matters over which the Board has given such committee express authorization.

Section 4.6 Executive Committee. There is hereby established an Executive Committee consisting of the President, Vice President, Secretary and Treasurer elected by the Board and three (3) at large Directors of the Benefits Pool appointed by the Directors. Each at large appointed Director shall serve for a two (2) year term, and may be re-appointed for successive terms by the Directors. The terms for the at large members of the Executive Committee shall be staggered with two (2) initial appointees serving a period of one (1) year and one (1) initial appointee serving a term of two (2) years. Thereafter, successor terms shall be equal to two (2) years.

Successor at large members of the Executive Committee shall be elected by the Membership at a Meeting of the Directors as provided herein. Each term on the Executive Committee shall commence January 1st. Vacancies to the Executive Committee shall be filled by the same process.

The Executive Committee shall give non-binding recommendations and advice to the Directors of the Benefits Pool in the following areas:

- a) The types of insurance/pooling/benefits to be provided or risks to be shared through the Benefits Pool.
- b) The selection of insurance/pool/benefit providers.
- c) Plan design.
- d) Recommendations to confirm pricing for insurance plans.
- e) An annual budget for the Benefits Pool.
- f) Contracting for outside services such as legal or accounting advice.
- g) Such other duties and responsibilities as may be assigned by the Directors.

The Directors of The Pool may consider, but shall not be bound, by any recommendations of the Executive Committee established herein.

Section 4.7 Powers and Duties. The Board is authorized and directed to carry out each and every act necessary, convenient or desirable including, but not limited to:

- a) Hiring an Administrator,
- b) Receiving Member contributions,
- c) Facilitation of the contract with the Administrator to accomplish the administration of the Benefits Pool for settling and paying, or causing the payment of, claims on behalf of the Members,
- d) Making and entering into subcontracts to conduct and operate the Benefits Pool,
- e) Employing any such persons or entities as are necessary to conduct the proper affairs of the Benefits Pool,
- f) Approving new Members,
- g) Terminating the participation of Members,
- h) Approving and amending the annual budget of the Benefits Pool,
- i) Resolving disputes over the Scope of Coverage provided by the Benefits Pool,
- j) Approving educational and other programs relating to risk reduction,
- k) Approving reasonable and necessary loss reduction and prevention procedures to be followed by all Members, including wellness programs,
- l) Approving the Funding Rates of each Member, as defined in Section 7.1 hereof,
- m) Establishing rules and regulations regarding the payment of funds from the Benefits Pool as shall from time to time seem appropriate and necessary,
- n) Investing Benefits Pool monies, or overseeing the investment of Benefits Pool monies by the Administrator,
- o) Overseeing the Administrator's duties with respect to providing surety and/or fidelity bonds for directors and all persons charged with the custody or investment of Benefits Pool funds,
- p) Overseeing the Administrator's duties with respect to establishing bank accounts as necessary, which may include establishing a trust account with the

- trust department of a local national bank, to collect premiums, pay claims and otherwise to manage and account for Benefits Pool funds,
- q) Providing evidence of coverage with respect to stop loss and/or any other kind of insurance for the benefit of the Benefits Pool,
 - r) Determining whether the Benefits Pool has any surplus Funds and, if so, how such surplus Funds shall be utilized for the operation of the Benefits Pool and/or shall be distributed to Members, in accordance with the terms of the Agreement.
 - s) Selection of a Third Party Administrator and other medical vendors for claims payment, prescription management and network services.

Section 4.8 Coverage and Rates. The coverage, limits, deductibles and other terms of the health care benefits (the Scope of Coverage) as provided by the Benefits Pool are described in Exhibits attached hereto, which attachments are incorporated herein by this reference. From time to time hereafter, the Board may revise the Scope of Coverage, as it deems necessary or appropriate.

Current Funding Rates, as determined actuarially by the Administrator are provided in Exhibits attached hereto, which attachments are incorporated herein by this reference. On an annual basis, prior to June 1, the Administrator will determine through its board and actuaries renewal Funding Rates for the Benefits Pool.

Section 4.9 Voting, Proxies. Each Director shall be entitled to one vote on each matter voted upon by the Board, except that the President shall have an additional vote in the event of a tie. A Director may be represented and may vote by proxy. The President may request an instrument in writing signed by the Director prior to the meeting at which the proxy has requested the authority to vote. The President will notify all Directors of the proxy approval prior to taking any formal actions at the Board meeting.

Section 4.10 Quorum. A quorum of the Board shall consist of fifty percent (50%) of the Directors. Except as provided in Section 12.10 below, the affirmative vote of a majority of the Directors present at a meeting of the Board in person, by proxy, or participating electronically at which a quorum is present shall be the vote of the Board.

Section 4.11 Role of the CLG Board. Except as specifically provided in this Agreement, the CLG Board shall not itself offer, provide or guarantee insurance/pool/benefit coverage to the employees or officers of its separate members. The CLG Board shall function solely as a facilitator and sponsor of the Benefits Pool, and yields all responsibilities to the Board of the Benefits Pool and the Administrator.

ARTICLE V ADMINISTRATOR

Section 5.1 Contract. The Board shall contract with an Administrator and delegate to such Administrator contractual powers and duties (set forth in Article IV above) as the Board shall deem advisable. As noted in Section 2.2 herein, the current Administrator is JHP.

Section 5.2 Duties of The Administrator. The day to day operations, fiscal responsibilities and administration of the Benefits Pool shall be handled by the Administrator, and shall be overseen and governed by the Executive Committee of the Benefits Pool. The complete duties and responsibilities of the Administrator shall include, but not be limited to, to receive, process and facilitate payments of Contributions, fees, premiums and other fiscal responsibilities as shall come within the scope of the operation of the insurance/pool/benefit programs offered to the Members and purchased through the Benefits Pool.

Section 5.3 Annual Report. The Board shall receive from the Administrator and review an annual report setting forth the history and trends of the Benefits Pool. The report shall be in such form and include such information as is acceptable to the Board. The report may be consolidated with the Administrator's budget recommendations required under Section 7.32 hereof.

ARTICLE VI ACTUARY APPOINTMENT

Section 6.1 Actuary. The Board shall rely upon the actuary of the Administrator as an independent actuary who shall be a member of the American Academy of Actuaries (the Actuary) to perform the duties required by Section 9.833 of the Ohio Revised Code or otherwise by the Board.

Section 6.2 Actuarial Report. The Board shall have prepared by the Administrator's Actuary the report as required by Section 9.833 of the Ohio Revised Code.

ARTICLE VII BENEFITS POOL FUNDS

Section 7.1 Funds. The Board shall establish one or more Funds, to be maintained by the Administrator, which shall consist of Member Contributions in amounts the Administrator in cooperation with the Board deems sufficient to annually fund the administrative expenses of the Benefits Pool, to purchase excess insurance, stop-loss insurance or reinsurance for the Benefits Pool, to pay current year claim expenses and to establish and maintain sufficient reserves.

Section 7.2 Budget. No later than June 1 of each Benefits Pool year, the Administrator shall prepare and submit to the Board an estimate of the budget of the Benefits Pool for the succeeding fiscal year. If the budget is acceptable to the Board, the Board shall approve such budget in the manner established in Article IV.

Section 7.3 Surplus Funds. The Board, in its sole discretion, may make application to the Administrator for approval to apply surplus Funds toward the Contributions of Members for any period of moratorium the Administrator may deem appropriate. The Administrator shall retain all such Funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of the Benefits Pool. The Executive Committee, in conjunction with the Administrator and such other parties, as it deems appropriate to consult, shall each year determine the amount of any surplus Funds, if any, and shall promptly communicate that information and the actions to be taken on that issue to each Member on or before the October meeting.

Section 7.4 Purchase of Stop-Loss Insurance. The Board may investigate and cause to be purchased each year, either directly or through the Administrator, supplemental pooling within the Administrator's pool and stop-loss insurance for the Benefits Pool.

ARTICLE VIII FUNDING SCOPE OF RISK SHARING PROTECTION

Section 8.1 Monthly Contributions. On or before June 1 in each year hereunder, the Board (after consultation with the Administrator, its Actuary, and such other persons the Board deems necessary and appropriate to consult) shall calculate the expected costs (Expected Costs) for the Benefits Pool for the next fiscal year. Expected Costs shall include anticipated claim costs and fixed administrative costs associated with the operation of the Benefits Pool, including, but not limited to, premiums for stop-loss insurance, excess insurance, fees for its Administrator, Actuary, fiscal agent and legal counsel. After calculating Expected Costs and on or about June 1 of each year hereunder, the Board shall determine each Member's community funding rates (Funding Rate) as they relate to the various Plans of Benefits. A Member's Contributions to the Fund will be determined by the community Funding Rate established with reference to the number of employees and officers of the Member who are covered for benefits through the Benefits Pool, their coverage type and the Plan of Benefits chosen. A Member's monthly Contribution shall be the combined total of the Member's Fixed Cost as determined by the Board, and their assigned Funding Rate. As appropriate the Contribution shall also include an amount assessed to a Member pursuant to Paragraph 8.2 herein.

Members shall pay Contributions (total monthly Funding Rates) monthly and payments are due on the first day of each month, but must be received by the Administrator of the Benefits Pool no later than the tenth day of each month. If a

Member is delinquent in making a monthly payment, the Member shall pay a penalty equal to 2% of the monthly Contribution then due, which shall be assessed to a Member and is due and payable within thirty (30) days. Upon a second delinquency during the Plan Year, or if a Member fails to pay the assessed penalty in a timely manner, claims payments may be suspended by the Board until such time as the Member Contribution and assessment is brought current. On a third delinquency or default on any payment of any assessment or contribution during a Plan Year, the Member's participation may be terminated by the Board, which termination shall be treated as an Unauthorized Withdrawal as noted below. If the Board elects to terminate a Member for cause consistent to this Section 8.1, the Member shall be given thirty (30) days advance written notice of such termination. Recognizing that there may be circumstances beyond the Member's control which may cause a delinquency, a Member, prior to become delinquent, may petition the Board for a grace period to allow for the payment of contributions and any other assessments.

The Board with direction from the Administrator shall determine the percentage increase or decrease for the total fund prior to June 1 of each year. The Board shall approve a funding methodology that will be completed by the Administrator. The funding methodology approved by the Board may be changed by a two-thirds (2/3) positive vote of all Directors representing all participating entities, as long as it is approved by the Administrator.

Section 8.2 Assessments. From time to time hereafter, the Board upon notification from the Administrator, may require that Members make supplementary payments to the Benefits Pool for any necessary or appropriate purpose where there is reasonable concern that Funds then available to the Benefits Pool will not be sufficient to meet the responsibilities of the Benefits Pool. All assessments for supplementary payments shall be made proportionately among the Members of the Benefits Pool for the year as to which the assessment relates, as determined by the Board. The Board may assess supplemental payments from Members, including withdrawn or terminated Members, for any one or more year of their membership, in direct relation to each Member's Funding Rate for that year.

ARTICLE IX WITHDRAWAL AND TERMINATION

Section 9.1 Authorized Withdrawals. After three (3) years of membership, a Member may withdraw from the Benefits Pool by providing written notice to the Benefits Pool as provided by Section 12.7 herein. Authorized Withdrawals must be effective at the end of a Plan Year (July 31). Notice shall be in two stages. First, a Member intending to withdraw shall give notice by May 1 of the potential withdrawal. The final decision as to whether or not to withdrawal shall be provided by June 1. A Member may withdraw with less notice upon the affirmative vote of two-thirds of the Directors of the Benefits Pool, voting at a meeting called for such purpose. A Member may also withdraw with less notice if the insurance benefits provided by the Benefits Pool are

altered in any manner which would result in a violation of such Member's obligations under any then applicable collective bargaining agreements that existed prior to the change in benefits. Upon the Authorized Withdrawal of any Member, the Member shall be obligated to the Benefits Pool for its withdrawing obligations as follows:

- a) All Contributions for the period prior to withdrawal during which participation in the pool was extended to the Member;
- b) The Member's proportionate share of administrative costs, assessments or any other monies already prescribed by the Board, the Benefits Pool, its agents, Administrator or insurers through the date of withdrawal,
- c) The Member's proportionate share of any Benefits Pool deficit for each year of membership;
- d) Administrative costs including, but not limited to, claims administration, internal pool contributions, JHP administrative expenses, federal taxes/fees and broker commissions for a period of six (6) months after the date of withdrawal;
- e) Claims incurred prior to the date of withdrawal will be paid by the Benefits Pool for a period of six (6) months. After six (6) months, all claims become the responsibility of the withdrawing Member.
- f) The withdrawing Member may elect to have less than six (6) months' coverage with the approval of two-thirds of the Board.

Members who exit the Benefits Pool as an Authorized Withdrawal will not be eligible to re-join the Benefits Pool for a period of three (3) years except upon the approval of two-thirds of the Board.

Withdrawing Members waive all claims and rights to any Reserve or Surplus balance held by the Benefits Pool.

Section 9.2 Unauthorized Withdrawals. In order to protect the viability of this Benefits Pool, any Member withdrawing from the Benefits Pool in a manner other than as authorized by Paragraph 9.1 above, shall be considered an Unauthorized Withdrawing Member. An Unauthorized Withdrawing Member shall be obligated to the Benefits Pool for its withdrawing obligations as follows:

- a) All Contributions for the period prior to withdrawal during which participation in the pool was extended to the Member;
- b) The Member's proportionate share of administrative costs, assessments or any other monies already prescribed by the Board, the Benefits Pool, its agents, Administrator or insurers through the date of withdrawal,
- c) The Member's proportionate share of any Benefits Pool deficit for each year of membership;
- d) Administrative costs including, but not limited to, claims administration, internal pool contributions, JHP administrative expenses, federal taxes/fees and broker commissions for a period of six (6) months after the date of withdrawal;
- e) All claims incurred but not yet paid (claims run-out) prior to the date of withdrawal;

- f) Unauthorized Withdrawal penalty of two (2) months' Contributions based on the average Contributions paid over the preceding twelve (12) months.

Members who exit the Benefits Pool as an Unauthorized Withdrawal will not be eligible to re-join the Benefits Pool for a period five (5) years except upon the approval of two-thirds of the Board.

Withdrawing Members waive all claims and rights to any Reserve or Surplus balance held by the Benefits Pool.

Section 9.3 Responsibilities of Withdrawing Members.

A. Withdrawing Financial Obligations. In determining a Member's proportionate share of any of the obligations set forth in this Section 9.3, the amount of the Member's contributions of the twelve (12) month period prior to the measuring date shall be divided by the total contributions of all Members during the same measuring period. The resulting quotient shall be the factor used in determining a Member's proportionate share.

B. Due Date of Obligations. All obligations payable by a withdrawing Member as set forth herein, including the unauthorized withdrawing fee due under Section 9.2, shall be due and payable within thirty (30) days of the latter of the date of withdrawal or the date that the Withdrawing Member's obligations are calculated and billed to the Withdrawing Member. If not paid within that time, such obligation shall bear interest at the rate of one percent (1%) per month until paid in full.

C. Re-Entry Rights. There is no guarantee provided by the CLG or the Benefits Pool that re-entry will be granted by the Benefits Pool or by the Administrator, as the medical underwriter of the Benefits Pool.

Section 9.4 Termination of a Member for Cause. Upon a vote of the Board taken in accordance with Article IV and with no less than five (5) days advanced written notice, a Member's participation may be terminated, if such a Member materially breaches or violates any of the terms of this Agreement, the terms of The Administration Agreement in effect at the time of such breach, or makes any misrepresentations to either the Board, its Executive Committee, the Administrator, or any third party providing assistance in the administration of the Benefits Pool. Without limiting the generality of the foregoing, the failure of a Member to promptly make payments to the Benefits Pool in complete conformity with the provisions of Sections 8.1 and 8.2 hereof shall be deemed to be a material breach and violation of this Agreement, which in and of itself would constitute and warrant termination. Unless otherwise authorized by the Board, a Member expelled from the Benefits Pool shall be considered an Unauthorized Withdrawing Member and treated accordingly as provided in Section 9.2 and 9.3 herein. Upon termination, the terminated Member shall:

- a) Remain liable for any and all amounts remaining due and unpaid under Sections 8.1 and 8.2, hereof, and
- b) Have no rights whatsoever to share in any surplus Funds then and/or thereafter in existence, and
- c) Effective as of 11:59 p.m. E.S.T. or E.D.S.T. on the date on which such termination is effective, the terminated Member shall be wholly and solely responsible for providing the health care benefits that had previously been provided by the Benefits Pool, including but not limited to any and all incurred but not reported liabilities and/or terminal liabilities related to its prior Benefits Pool participation, and the Benefits Pool shall have absolutely no liabilities related to the terminated Member's prior Benefits Pool participation, and the Benefits Pool shall have absolutely no liabilities to the Member in that regard.

ARTICLE X TERMINATION OF THE BENEFITS POOL

Section 10.1 Termination. This Agreement may be terminated only by the written consent of no less than two thirds (2/3) of all Members voting through their Directors at a meeting called expressly for that purpose. After a vote to terminate the Benefits Pool, the Board shall complete the Benefits Pool's business as quickly as possible, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, the Benefits Pool shall continue to pay all claims and expenses until the Benefits Pool Funds are exhausted. After payment of all claims and expenses, or upon the termination of the aforesaid twelve (12) month period, any remaining surplus Funds held by the Benefits Pool shall be paid to the Members of the Benefits Pool who were Members of the Benefits Pool as of the termination date. The Surplus Funds, if any, shall be distributed according to the percentage relationship which each Member's Contribution to the Benefits Pool for the prior three (3) calendar years of the Benefits Pool bears to all Member Contributions to the Benefits Pool for that same time period.

The Benefits Pool shall not be responsible for any claims filed after the aforesaid termination period. Members shall remain obligated to make payments to the Benefits Pool pursuant to Article VII hereof during the aforesaid twelve-month period, for claims and other expenses related to periods prior to the termination date.

ARTICLE XI INDEMNIFICATION

Section 11.1 Mandatory Indemnification. The Benefits Pool shall indemnify any officer or Director who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation, any action threatened or instituted by or on behalf of the Benefits Pool except as provided herein) against expense

(including without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Benefits Pool, and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe the conduct was unlawful. A person claiming indemnification under this Section 11.1 shall be rebuttably presumed in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that such party reasonably believed to be in or not opposed to the best interests of the Benefits Pool, and with respect to any criminal matter, to have had no reasonable cause to believe that the conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, rebut such presumption.

Section 11.2 Court-Approved Indemnification. Anything contained in this Agreement or elsewhere to the contrary notwithstanding:

- a) The Benefits Pool shall not indemnify any officer or Director of the Benefits Pool who was a party to any completed action or suit instituted against, by or on behalf of the Benefits Pool by reason of the fact that he/she is or was a Director, officer, employee or agent of the Benefits Pool, in respect to any claim, issue or matter asserted in such action or suit as to which such person shall have been adjudged to be liable for acting with reckless disregard for the best interest of the Benefits Pool or misconduct (other than negligence) in the performance of duties to the Benefits Pool, unless, and only to the extent that, the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, such person is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper, and,
- b) The Benefits Pool shall promptly make any such unpaid indemnification as is determined by a court to be proper, as contemplated by this Section.

Section 11.3 Indemnification for Expenses. To the extent that an officer or Director of the Benefits Pool has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1, or in defense of any claim, issue or matter therein, he/she shall be promptly indemnified by the Benefits Pool against expenses (including, without limitation, attorney's fees, filing fees, court reporter's fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 11.4 Determination Required. Any indemnification required under Section 11.1 and not precluded under Section 11.2 shall be made by the Benefits Pool only upon a determination that such indemnification of the officer or Director is proper in the circumstances, because he or she has met the applicable standard of conduct set forth in Section 11.1. Such determination may be made only;

- a) By a majority vote of a quorum consisting of Directors of the Board who were not and are not parties to, or threatened with any such action, suit or proceeding, or,
- b) If such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney who has been retained by one who has performed services for the Benefits Pool, or any person to be indemnified, within the past five (5) years, or
- c) By the court in which such action, suit or proceeding was brought, if any.

Section 11.5 Advances for Expenses. Expenses (including, without limitation, attorney's fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 11.1 shall be paid by the Benefits Pool in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him or her, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise; if it shall ultimately be determined as provided in Section 11.4 that such person is not entitled to be indemnified by the Benefits Pool as provided in this Article XI.

Section 11.6 Non Exclusivity. The indemnification provided by this Article XI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled, and shall continue, as to a person who has ceased to be an officer or Director of the Benefits Pool and shall inure to the benefit of the heirs, executors, and administrators of such person.

ARTICLE XII MISCELLANEOUS

Section 12.1 Representation of Authority.

- a) Member warrants to the CLG Board, the Benefits Pool and the Administrator that the undersigned has full authority to enter into this Agreement for and on behalf of the Member effective on the Commencement Date listed herein, and any separate legislation necessary to authorize this contract or to authorize the agent to sign this contract on behalf of the Member has been appropriately enacted and a copy of such authorizing legislation is attached hereto.
- b) Each Member shall receive reports at least annually, from the Treasurer of the Benefits Pool, of the Benefits Pool's operating results and financial position.

Section 12.2 Ohio Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 12.3 Enabling Action by Members. If any action requiring the vote, consent or approval of any or all Members of the Benefits Pool, is required in order to make permissible or lawful any actions contemplated by this Agreement, each Director will vote for such action on behalf of its Member.

Section 12.4 Counterparts. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all counterparts taken together shall constitute one and the same Agreement.

Section 12.5 Severability. The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

Section 12.6 Captions. All captions used in this Agreement are for convenience of reference only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provision of this Agreement.

Section 12.7 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be mailed by regular U.S. mail postage prepaid, or otherwise delivered by hand or by messenger, addressed:

- a) If to a Member, to the Director or legislative authority of such Member at such address set forth on the last page of this Agreement or at such other address as the Member or Director shall have furnished to the Benefits Pool in writing, or
- b) If to the Benefits Pool, at the Benefits Pool address set forth on the last page of this Agreement and addressed to the attention of the Secretary of the Benefits Pool or at such other address as the Benefits Pool shall have furnished to the Members in writing.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given:

- a) when delivered, if delivered personally, or
- b) if sent by mail, addressed and mailed in compliance with this Section 12.6.

Section 12.8 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto in respect of the subject matter of this Agreement, and this Agreement supersedes all prior and contemporaneous agreements between the parties hereto in respect of the subject matter of this Agreement.

Section 12.9 Pronouns. All pronouns and any variations thereof used in any part of this Agreement to refer to any person or persons shall be deemed to refer to the

masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 12.10 Amendment. This Agreement may be amended only by the written consent and agreement of no less than two-thirds (2/3) of all Members a party hereto. The Benefits Pool, through the Board, may require that Members provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section 12.10. Any amendment adopted by the Benefits Pool shall be binding upon the Member for the balance of the term of this Agreement and shall be incorporated herein upon adoption without the need for any further acknowledgment, acceptance or execution of this amendment by the Member or its governing legislative body.

Section 12.11 Other Instruments. The Members agree to execute such further instruments and to take such further actions as may be required and necessary to carry out the intent of this Agreement.

Section 12.12 Contract Execution. This Agreement shall be executed by the undersigned duly authorized officer of the Political Subdivision indicated below by the authority vested in such officer by the legislative authority of such Political Subdivision as evidenced by the attached legislative action, and by the Center for Local Government Benefits Pool by the representative authorized by the Center for Local Government Board.

IN WITNESS WHEREOF, this Agreement was executed on this _____ day of _____, 20__.

Center for Local Government
Benefits Pool

City of South Lebanon

Political Subdivision

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Approved as to Form:

Chase Kirby
Law Director
City of South Lebanon, Ohio

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-45

**AN ORDINANCE AUTHORIZING A HIGH-DEDUCTIBLE HEALTH INSURANCE
PLAN AND EMPLOYER CONTRIBUTIONS TO HEALTH SAVINGS ACCOUNTS
FOR FULL-TIME CITY EMPLOYEES AND DECLARING AN EMERGENCY**

WHEREAS, per Resolution 2025-44, City Council authorized the City of South Lebanon (the “City”) to become a member of the Center for Local Government Benefits Pool offered through The Center for Local Government; and

WHEREAS, as members of the Center for Local Government Benefits Pool, the City is eligible to participate in negotiated healthcare benefit plans offered through the benefits pool; and

WHEREAS, in an effort to reduce annual healthcare premiums for the City and for employees, the City’s Personnel Committee is recommending a change from our current traditional health insurance plan to a high-deductible health insurance plan; and

WHEREAS, the City’s Personnel Committee is recommending the City select the high-deductible Choice Plus Platinum A healthcare plan as offered by the Center for Local Government Benefits Pool, with a \$2,000 annual deductible for an individual plan, and a \$4,000 annual deductible for a family plan, with 100% coverage of medical charges after the deductible limits are met; and

WHEREAS, the City will terminate the current traditional health insurance plan with Anthem, effective 12/31/25; and

WHEREAS, as part of the City’s health insurance plan and to provide an additional medical benefit that assists employees with health care expenses, the City’s Personnel Committee is recommending the City make contributions to employee health savings accounts (“HSAs”) equal to 60% of the annual deductible for employees participating in the City’s Health Insurance Plan; and

WHEREAS, the City shall continue to pay 89% of the premium cost for each employee covered by a healthcare plan; and

WHEREAS, immediate action is required to ensure continued health insurance coverage is in effect as of January 1, 2026, for full-time employees offered in accordance with the terms of their employment, 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 City's participation in the high-deductible Choice Plus Platinum A healthcare plan beginning January 1, 2026, through July 31, 2026.

Section 2. The Director of Finance shall make a one-time contribution equal to 30% of the annual deductible, \$600 for single coverage and \$1,200 for family coverage, to the HSA accounts for all current full-time employees participating in the City's Health Insurance Plan as of January 2, 2026.

Section 3. The Director of Finance shall begin monthly HSA contributions equal to \$100 for single coverage and \$200 for family coverage, starting on July 1, 2026, for all current full-time City employees participating in the City's Health Insurance Plan as of January 2, 2026.

Section 3. The Director of Finance shall make monthly HSA contributions equal to \$100 for single coverage and \$200 for family coverage, for any new full-time City employees participating in the City's Health Insurance Plan after January 2, 2026.

Section 4. The Finance Director is hereby authorized to take any action necessary to make said contributions.

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 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 2025-45 Employee Health Insurance and Employer HSA Contributions

Adopted this ____ day of _____, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
____ Nays

Effective Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: October 30, 2025

Subject: Oeder-Thornton Rezoning Public Hearing

On October 23, 2025, the City Planning Commission unanimously recommended the approval of the zoning map amendment for multiple parcels totaling 156.019 acres for various properties along Zoar Road (see attached recommendation). The next step is to schedule a public hearing. Based on the timeframes prescribed in the Zoning code and advertising deadlines, the best date is Thursday, December 11th, at 6:00 p.m. This would be a Special Meeting.

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



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RECOMMENDATION TO CITY COUNCIL
ZONING MAP AMENDMENT OF 156.019 ACRES OF PROPERTY ALONG ZOAR ROAD
(PARCEL NO'S. 13-31-400-041, 13-31-400-034 & 13-25-300-001)

FROM: City Planning Commission

On October 14, 2025, the annexation known as the “Oeder-Thornton Annexation” was recorded in the Warren County Recorder’s Office. This annexation included multiple parcels, but three (3) privately-owned parcels along Zoar Road in Hamilton Township owned by the Oeder Family & Rose Thornton.

Under Hamilton Township’s zoning, the properties were zoned R-1 Single Family Residence. Drees Homes (Applicant) has submitted a Zoning Map Amendment application for the properties along Zoar Road (Parcel#’s 13-31-400-041, 13-31-400-034 & 13-25-300-001) to rezone the properties from R-1 (Township) to R-3 Single- & Multi-Family Residential under the City zoning. The Applicant is proposing to create 220 single family lots on 156.019 acres at the property located along Zoar Road between Zoar Road and the Little Miami Bike Trail.

On October 23, 2025, the City Planning Commission conducted a required public hearing per Section 15.7.13(3) of the City Zoning Code. After receiving public comment and reviewing the zoning map amendment, the Planning Commission voted to recommend approval of said amendment based on the following factors:

1. Said change is consistent with the existing surrounding land uses; and
2. The requested change is consistent with the adopted City Comprehensive Plan.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-46**

A RESOLUTION SETTING A PUBLIC HEARING ON THURSDAY, DECEMBER 11, 2025, AT 6:00 P.M. AT THE SOUTH LEBANON MUNICIPAL BUILDING TO CONSIDER THE RECOMMENDATION OF THE PLANNING COMMISSION IN ACCORDANCE WITH ZONING REGULATIONS SECTION 15.7.7 RELATED TO THE [INITIAL] ZONING UPON ANNEXATION OF VARIOUS PROPERTIES ALONG ZOAR ROAD CONTAINED IN THE OEDER-THORNTON ANNEXATION IN ACCORDANCE WITH SECTION 15.7.13, AND PUBLISHING NOTICE OF THE SAME, AND DECLARING AN EMERGENCY

WHEREAS, the City Planning Commission, in accordance with Section 15.7.7 has certified to the Council a proposed Zoning Map Amendment, a copy of which is attached hereto and made a part hereof, relating to various properties along Zoar Road (Parcel #s 13-31-400-041, 13-31-400-034 & 13-25-300-001); and,

WHEREAS, the annexation into the City of the properties commonly known as Oeder & Thornton Properties along Zoar Road (Parcel #s 13-31-400-041, 13-31-400-034 & 13-25-300-001), containing 156.019 acres, was recorded in the Warren County Recorder's Office on October 14, 2025; and

WHEREAS, Under Hamilton Township's zoning, the property was zoned R-1 Single Family Residence prior to annexation; and

WHEREAS, per Sec. 15.7.13(3) of the City Zoning Regulations, the City Planning Commission conducted a public hearing on October 23, 2025, to review the permanent zoning for the properties; and

WHEREAS, the Planning Commission recommends the permanent zoning of these properties to be R-3 Single & Multi-Family Residential, as attached: and

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

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

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

Resolution No. 2025-46

Page 2

Section 1. That the proposed Zoning Map Amendment for properties located on Zoar Road (Parcel#s13-31-400-041, 13-31-400-034 & 13-25-300-001) consisting of 156.019 acres from R-1 [Township] to R-3 [Single & Multi-Family Residential] shall be set for a public hearing on Thursday, December 11, 2025, at 6:00 p.m. at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio, 45065.

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

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

Section 4. This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety, and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

Remainder of page left blank intentionally

Resolution No. 2025-46

Page 2

Adopted this ____ day of _____, 2025.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
 ____ Nays

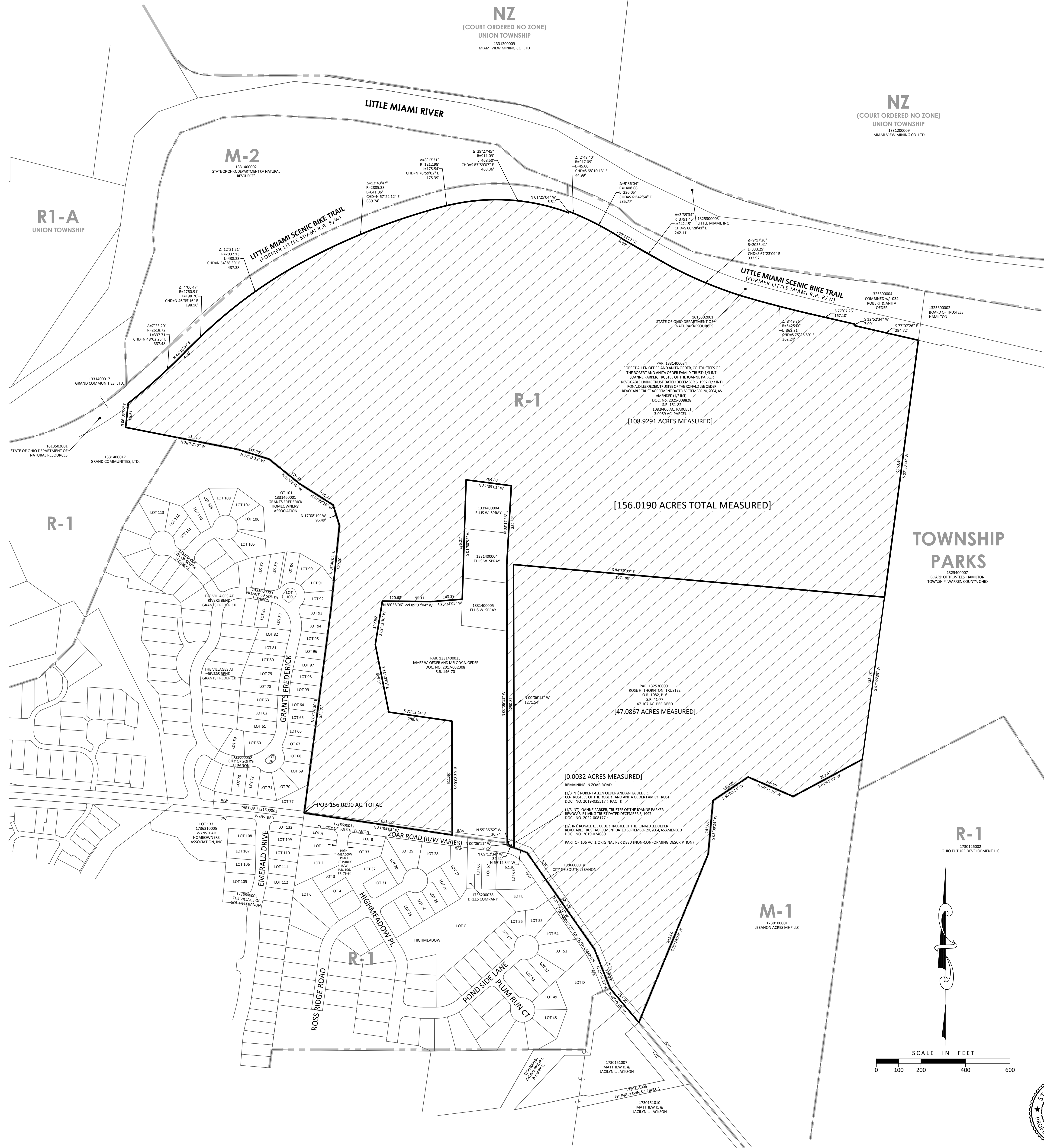
Effective Date: _____

Prepared by and approved as to form:

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



LOT	PARCEL NO.	OWNER
THE VILLAGES AT RIVERS BEND GRANTS FREDERICK HOA, INC.		
59	1331475011	ROMAN M TARACE AND PATRICIA BUNCE
60	1331475012	VALENTIN BARANOV AND JULIA ANDREIENKHYKOVA
61	1331475013	MATTHEW T. HANNIGAN AND KISLEY L. HANNIGAN
62	1331475014	ELIZABETH HARTMAN AND DAVID HARDMAN
63	1331475015	CLEIGHTON WELAND AND JESSIE WELAND
64	1331480002	NATIA N. SMITH AND ERIC LINDHOIST
65	1331480003	ANTHONY SERGI
66	1331480004	VERONICA J. PACHECO ORNELA
67	1331480005	MATTHEW D. HITE AND SALLY A. HITE
68	1331480006	VICTORIA BUTRACAK AND MARK W. BUTRACAK
69	1331480007	WESLEY GINTO
70	1331480008	ZORIKEDIN SUPUNJOV AND SHAMHNOVA ABRUSJANGIEVA
71	1331480009	EDWARD A. GASIOR AND SALLY D. GASIOR
72	1331480010	ALEX DUNCAN AND AVERY BROOKBANK
73	1331480011	BRANDON COOK AND ALYSON COOK
74	1331480012	CO-TRUSTEES OF THE COOK FAMILY TRUST
75	1331480014	GRANTS FREDERICK HOA, INC.
76	1331480015	GRANTS FREDERICK HOA, INC.
77	1331480016	ERIC N. KELLY AND LINDSEY A. KELLY
78	1331475016	DERICK E. WELLS AND VANESSA KIRKLAND
79	1331475017	EMMA E. ALLTON AND SETH A. ALLTON
80	1331475018	KEVIN M. FARRELL AND AMBERLYN FARRELL
81	1331475019	JACQUELINE S. MYERS AND MATTHEW A. MYERS
82	1331475020	JONATHAN K. KIM AND SHANQIN KIM
83	1331475022	TIMOTHY J LUMBERG & DEBORAH GREEN-LUMBERG
84	1331470003	MARY K. O'NEILL AND WILLIAM B. O'NEILL
85	1331470004	ANTHONY PATRICK SCHUR AND JENNIFER SCHUR
86	1331472001	JENNIFER G. WELLS AND ROGER WELLS
87	1331472002	ANGELA RODRIGOS AND PHILLIP C. HARRIS
88	1331472003	CALER LUN
89	1331472004	STEVEN TANS AND MARGARET TANS
90	1331472005	RICHARD F. RUDDOLPH AND GAIL F. RUDDOLPH
91	1331480016	RYAN A. DAVIS AND RACHEL DAVIS
92	1331480017	RANDY C. BADER, JR.
93	1331480018	KUON HOANG
94	1331480019	TRACY L. HURLEY AND JONATHAN D. HURLEY
95	1331480020	RYAN S. BASA AND TEJASRI KANILIA
96	1331480021	ROZTSYSLAV SHAFRANIUK AND OLGA SHAFRANIUK
97	1331472006	GRANTS FREDERICK HOA, INC.
98	1331480001	GRANTS FREDERICK HOA, INC.
99	1331470008	DAVID H. BLAUH AND CHANDLER C. BLAUT
100	1331460002	DUPONT, RENE L.
101	1331460003	BRIAN JOSEPH KILGORE AND KAREN LYNN KILGORE CO-TRUSTEES OF THE BRIAN AND KAREN KILGORE TRUST AS OF DATE DATED MAY 13, 2025
102	1331460004	ALEXANDER D. MEYER AND KRISTEN M. MEYER
103	1331460005	KEVIN M POWELL
104	1331460006	OLEG OLITSKY
105	1331460008	ROBERT R. BECK, JR. AND DIANNE J. LEMASTER
106	1331460009	JASON VONES AND SARA VONES
R/W	1331600002	CITY OF SOUTH LEBANON
R/W	1331600003	VILLAGE OF SOUTH LEBANON
R/W	1331600004	CITY OF SOUTH LEBANON
WYNSTEAD		
105	1736210001	FKH SFR PROPCO K LP
106	1736210002	KYLE ANDREW BLOTT
107	1736210003	TRAVIS R. JORDAN AND CATHARINA JORDAN
108	1736210004	FULMER WALKER, JR.
109	1736238001	TYLER WITT AND NATALIE WITT
110	1736238002	JEFFERY D. DRAEGER AND CYNTHIA A. DRAEGER
111	1736238003	ANDREW DANIEL MURKARI
112	1736238004	JEFFREY P. KELLY, III AND EMILY BEZMEN
113	1736238024	WYNSTEAD HOMEOWNERS' ASSOCIATION INC
114	1736210005	WYNSTEAD HOMEOWNERS' ASSOCIATION, INC.
R/W	1736600003	VILLAGE OF SOUTH LEBANON
HIGHMEADOW		
A	1736238025	DREES COMPANY
B	1736238026	DREES COMPANY
C	1736240015	DREES COMPANY
D	1736240018	DREES COMPANY
E	1736240030	DREES COMPANY
F	1736240032	DREES COMPANY
G	1736240037	DREES COMPANY
1	1736238028	PACUA VELANDIA AND ALBERTO OCANA
2	1736240012	MICHAEL SCOTT TILFORD AND ELLEN TILFORD
3	1736238031	YOLGA IABOROV AND MAKHAMMADIEVA MALIKA AND FARRUKH IABOROV AND AZIMOV SULTURVA
4	1736240010	MADELINE LEWIS
5	1736240011	FRED ALCHURU
6	1736240012	SARA SHADOUN ALCHURU AND SRUTHI ALCHURU
26	1736240029	ANNA WHITE AND SIONNY WHITE
27	1736240008	HUSRAY SHOUH AND PARVONA BURVIA
28	1736240007	JAMES SHVES WHITAKER II AND ANDOSHKA WHITAKER
29	1736240006	KHUSNOOD RAKHMATOV AND PARANGIS RAKHMATOVA
30	1736240005	KHASAN ISMOLDOV AND ZULFIKAR ISMOLDOVA
31	1736240004	HERNAN A. BANGSALAND PATRICIA A. HERRERA
32	1736240003	OMAR ALKHAITEB AND MARILENA ALKHAITEB
33	1736240002	DREES COMPANY
34	1736240001	DANIEL L. BEYER AND ROBIN BEYER, TRS OF THE BEYER, TRS OF THE BEYER LIVING TRUST DATED OCTOBER 09, 2017
40	1736240012	DAVID JAMES WOLF AND KATHLEEN DE WOLF
41	1736240011	MATTHEW J. HEARD AND SYDNEY M. W. FRIEND
52	1736240015	DREES COMPANY
53	1736240016	ALISON M SELTMEYER
54	1736240017	MATTHEW ALEXANDER WREN AND EMILY RAE WREN
55	1736240026	ORMIROVOD BAZAROV AND SHAMHNOVA GANIEVA
56	1736240025	DWAYNE GILSON AND PATTY GILSON
57	1736240024	THOMAS DAHLBOERG JR AND ANDREAS DAHLBOERG
66	1736240027	DAVID WILLIAM DONOVAN AND CAROLINA GIORIE NICOLAI VAN DER HURK-DONOVAN
67	1736240028	DREES COMPANY
68	1736240029	OTAKER SAFAROV
R/W	1736600012	CITY OF SOUTH LEBANON
R/W	1736600013	CITY OF SOUTH LEBANON
R/W	1736600014	CITY OF SOUTH LEBANON



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■ Engineering Suite 190B
■ Landscape Architecture Cincinnati OH 45241
■ Planning Phone 513.759.0004
■ Surveying www.mspsdesign.com

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James H. Watson

Revision	By	Date

MEMORANDUM

To: Mayor & City Council
From: Jerry Haddix, City Administrator
CC: Chase T. Kirby, Law Director
Date: November 4, 2025
Subject: Board of Zoning Appeals (BZA) Appointment

Recently, Graham Hastings resigned as a member of the Board of Zoning Appeals (BZA). He was appointed to the BZA on 2/1/24. Therefore, his spot on the BZA needs to be filled.

William Pollack, 200 Pike Street, has volunteered to serve on the BZA. He has served on the BZA previously and was Chairman during some of that time. In addition, he is familiar with the City's BZA rules & procedures that were established when Bruce McGary was the Village Solicitor.

Therefore, the Mayor is recommending that William Pollack, 200 Pike Street, be appointed to the BZA by the City Council.

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



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

MEMORANDUM

To: Mayor & City Council

From: Jerry Haddix, City Administrator

Date: October 30, 2025

Subject: “Then & Now” for Annual Subscription for Water Software

Recently, the Public Works Department received the yearly proposal for the purchase of an annual subscription for water software support from Core & Main, the local authorized dealer for Sensus water meters, totaling \$3,700.00. The proposal was received on 10/6/25 but the subscription service started on 8/22/25. Therefore, since the start date was prior to receiving the required purchase order and over \$3,000, per Ohio Revised Code 5705.41(D), a “Then & Now” certificate is required and must be approved by City Council.

Therefore, I am requesting a motion to approve a “Then & Now” certificate for \$3,700.00 and authorize the payment of said amount to Core & Main.

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



Bid Proposal for 10/6/25 Sensus Yearly

VILLAGE OF SOUTH LEBANON

Job Location: Lebanon , OH

Bid Date: 10/06/2025

Core & Main Bid #: 4492258

Core & Main

4401 State Route 276

Batavia, OH 45103

Phone: 5137243837

Fax: 5137241043

Seq#	Qty	Description	Units	Price	Ext Price
10	1	SENSUS YEARLY SUPPORT WALK BY DRIVE BY 8/22/25 THROUGH 8/21/26	EA	3,700.00	3,700.00
Sub Total					3,700.00
Tax					0.00
Total					3,700.00

Branch Terms:

- Restocking fee applied for clean, undamaged, whole stocking materials returned to the branch by the customer (10%) or via Core & Main truck/s (15%)
- Dirty, weathered, and/or damaged materials in unsalable condition will not be credited. Materials missing components will not be credited. Core & Main will notify the customer that they have 30 days to pick up the material before it is scrapped by the branch.
- Credit for special order or non-stock items will be determined upon inspection/acceptance by the vendor. Any restock/reconditioning charges from the vendor will be passed along to customer. These charges may vary from 10% up to 50% or more. Freight charges will apply as well.
- No material will be credited after 6 months.

*Some restock scenarios are subject to review/negotiation. Please contact your local Core & Main branch or salesperson with any questions or concerns regarding our new restock policy.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.