

Linda Allen
Councilmember

Linda Burke
Mayor

Lisa Fedor
Councilmember

Sharon Carmack
Councilmember

Maryan Harrison
Councilmember

Brenda Combs
Vice-Mayor

Rolin Spicer
Councilmember

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

November 20, 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:

Resolution 2025-47, First Reading, authorizing an agreement with Clark Schaefer Hackett for preparation of the City's 2025 through 2029 Annual Financial Reports.

Emergency Resolution 2025-48, authorizing a temporary easement agreement for a stormwater sewer easement on the property owned by Smeyne's.

Emergency Resolution 2025-49, authorizing the Mayor and Director of Finance to execute Change Order #1 with Fillmore Construction LLC for the 2025 Paving Program.

Ordinance 2025-26, First Reading, approval from the City for private improvements to City-owned property.

Motion to Approve Invoices

Motion to Approve October Financial Statements

Approval of Meeting Minutes:

Regular Meeting – November 6, 2025

7. Old Business:
 - Ordinance 2025-23, Second Reading, approving revisions to the Minimum and Maximum pay rates of the City's Compensation Pay Scale
 - Ordinance 2025-24, Second Reading, setting rates of compensation for full-time employees excluding elected officials and appointed personnel
 - Ordinance 2025-25, Second Reading, amending Ordinance No. 2021-45 and fixing the rates for water usage through calendar year 2029.

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

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 18, 2025

Subject: Accounting Services for the City's Annual Financial Report

The Ohio Administrative Code Section 117-2-03(B) requires all "cities" to prepare and file annual financial statements on an accrual basis of accounting in conformity with Generally Accepted Accounting Principles (GAAP). As a city, we began filing our annual financial reports in accordance with GAAP in 2021.

Previously as a village, we were only required to file our financial statements using the "cash" basis of accounting. Cash-basis of accounting is the "checkbook" approach to financial reporting and omits critical financial information such as an entity's receivables, debt obligations and other liabilities, as well as capital assets like buildings, vehicles, and city infrastructure (roads, water & sewer lines, streetlights).

In 2021, we contracted with Clark Schaefer Hackett for the preparation of our annual financial report for fiscal years 2021-2024. I'm recommending we continue to engage their services for the preparation of the City's 2025 through 2029 Annual Financial Reports.

The estimated fees for years 2025 through 2029 vary from a minimum of \$14,900 for 2025 to a maximum of \$21,400 for 2025.

If you have any questions, please let me know.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-47**

**A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO
ENTER INTO AN AGREEMENT WITH CLARK SCHAEFER HACKETT FOR THE
PREPARATION OF THE CITY'S ANNUAL FINANACIAL REPORT FOR CALENDAR
YEARS 2025 THROUGH 2029**

WHEREAS, Ohio Administrative Code §117-2-03 (B) requires cities to file annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP); and,

WHEREAS, Ohio Revised Code §117.38 requires local public offices filing annual financial reports on a GAAP basis to file their report with the Auditor of State within one hundred and fifty days following the end of the fiscal year; and,

WHEREAS, the Director of Finance has requested a proposal from Clark Schaefer Hackett for preparation of the City's Annual Financial Report in accordance with GAAP for calendar years 2025 through 2029; and,

WHEREAS, Clark Schaefer Hackett has provided a proposal for said services for years as presented in Exhibit "A" attached hereto and made part hereof; 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 authorizes the Mayor and Director of Finance to enter into an agreement with Clark Schaefer Hackett for the preparation of the City's Annual Financial Report for calendar years 2025 through 2029 in accordance with the attached proposal presented in Exhibit "A"; and

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

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 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

Resolution 2025-47 Agreement with Clark Schaefer Hackett

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

Resolution 2025-47 Exhibit "A"

November 5, 2025

Mrs. Tina Williams, CPA
Director of Finance
City of South Lebanon
10 N. High Street
South Lebanon, Ohio 45065

Re: GAAP conversion quote

Dear Tina:

We are pleased to provide this quote for services to provide for the City of South Lebanon for the fiscal years ended December 31, 2025, 2026, 2027, 2028 and 2029.

We will prepare the financial statements of the City of South Lebanon (the City), which comprise the financial position of the governmental activities, business-type activities, each major fund and aggregate remaining fund information, and the respective changes in financial position for the December 31st fiscal year ends, and the related notes to the financial statements, and perform a compilation engagement with respect to those financial statements.

Our Responsibilities

The objective of our engagement is to—

1. prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) the selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- 3) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 4) the prevention and detection of fraud.
- 5) to ensure that the City complies with the laws and regulations applicable to its activities.
- 6) the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) to provide us with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

Other Relevant Information

Kerry Roe, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services for fiscal year ending December 31, 2025 will range from \$14,100 to \$17,600. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We would expect to continue to perform services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We estimate our fees for the following four years as follows:

Year ending December 31, 2026: \$14,900 to \$18,500
Year ending December 31, 2027: \$15,600 to \$19,400
Year ending December 31, 2028: \$16,400 to \$20,400
Year ending December 31, 2029: \$17,200 to \$21,400

You agree that our engagement is subject to the additional terms and conditions as described in Addendum A to this engagement letter.

We appreciate the opportunity to be of continued service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Clark, Schaefer, Hackett & Co.

RESPONSE:

This letter correctly sets forth the understanding of City of South Lebanon regarding the services to be provided for the fiscal years ended December 31, 2025, 2026, 2027, 2028 and 2029.

By: _____

Title: Mayor

Date: _____

By: _____

Title: Director of Finance

Date: _____

Approved as to form:

Chase Kirby
Law Director
City of South Lebanon

By: _____

Date: _____

CSH Addendum A – Terms and Conditions

This addendum to the engagement letter describes the terms and conditions related to our provision of compilation services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (hereinafter, the “Agreement”).

Privacy and Protection of Your Information

We are committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards as well as physical, technical, and administrative security measures to protect the confidentiality of personal and confidential information provided to us in order to perform services for you.

We will provide secure methods to transmit data and will take reasonable care that conforms to generally recognized industry standards to secure your data. We will not be responsible or liable for any loss or damage to any person or entity resulting from your failure to transmit, share or otherwise provide your data using secure methods, including email transmission. Data transmission methods, including data portals, are not intended to store data. Upon completion of the engagement, data and other content may not be available to you using data transmission portals.

We may from time to time, and depending on the circumstances, use third-party service providers (such as a software vendor) in serving your account. We will take reasonable precautions to determine that these service providers have appropriate procedures in place to secure your confidential information. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Retention of Records

We do not keep any of your original records. At the conclusion of the engagement, we will return to you any original documents you may have provided for the purposes of our completing the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By entering into this Agreement, you acknowledge and agree that we are free to destroy our records related to this engagement pursuant to our records retention policies. We are not permitted to maintain financial records on your behalf in compliance with AICPA Code of Professional Conduct.

Subpoenas/Request for Records

We may be requested or required by a subpoena or other legal process to provide information or documents that are related to services provided to you as part of the engagement to you or a third party in a legal, administrative, or similar proceeding such as a court case or an arbitration. For all requests we will observe the confidentiality, legal and ethical requirements of our profession. Provided that we are not prohibited from doing so, we agree to inform you of such request as soon as practicable. You may initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action prior to our submitting our response, or if your action does not result in a judicial order protecting us from supplying the requested information, we will comply with the request as required.

Costs associated with asserting your rights related to privileged communications and providing information as required to respond to requests for information are not included in our quoted fees. If we are not a party to the proceeding for which records are requested or if you request us to assert your rights to your privileged communications, you agree to reimburse us for our professional time and all reasonable expenses including but not limited to, attorneys’ fees, court costs, and outside advisor costs. This includes any costs or expenses related to your failure to cooperate with us and/or permit us to disclose information in response to a subpoena or court order. In addition, you agree to hold us harmless for any penalties and/or fines imposed upon you as a result of asserting or directing us to assert a privilege related to your communications.

Termination of Services

Either party may terminate the engagement at any time and we reserve the right to withdraw from the engagement without completing services for any reason including, but not limited to, circumstances related to the condition of your records; the availability of sufficient, appropriate evidence; or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets; which in our professional judgment prevent us from completing the compiled financial statements. In addition, we retain the right to take any course of action permitted by professional standards, including declining to issue a report or withdrawing from the engagement. We also reserve the right suspend work or withdraw from this engagement, for non-payment of fees, your failure to comply with the terms of this Agreement, your failure to meet agreed-upon scheduling deadlines or as professional standards may require, at our discretion. If our work is suspended or terminated for reasons other than our convenience, you agree that we will not be responsible for any liability or damages related to the suspension or termination of work, including but not limited to your failure to meet governmental and other deadlines, or penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Our withdrawal will release us from any obligation to complete your compilation and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Fees, Billing and Payment Terms

If provided, fee estimates are based on the scope of services originally contemplated in the engagement. Fee estimates are dependent on your full cooperation and the cooperation of your key personnel including timely supplying requested schedules, supporting documents and confirmations. If, for any reason, your personnel are not able to provide assistance, information or documents in a timely and/or satisfactory condition, it may substantially increase the work necessary to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. In addition, services not contemplated in the original engagement or estimate, including but not limited to bookkeeping assistance, reconciliation of accounts, and/or implementation of new accounting standards are not considered within the scope of our assurance engagement and may be subject to additional fees. Additional services may be provided upon your request or notification by CSH that these services are necessary and are subject to the applicable terms of the Agreement.

We will schedule the engagement based on deadlines, working conditions and the availability of your key personnel. We will notify you of the scheduled commencement date of your engagement.

In accordance with our firm policies, work may be suspended if your account becomes overdue. Work will not be resumed, and we will not provide you with any deliverables or work completed, including partially completed work, until your account is paid in full.

Sharing Financial Statements For Informational Purposes

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute in an effort to resolve it. If these discussions do not resolve the dispute, you expressly agree to mediate the dispute with us in good faith prior to initiating litigation. Mediation is a process in which a mediator facilitates communication and negotiation between parties to assist them in reaching a voluntary agreement regarding their dispute. If we can do so, you and our firm will agree on a mediator. The fees and expenses of an agreed-upon mediator will be shared equally, but other expenses attendant to the mediation, including any attorney fees or expert fees you or our firm incur, will not be shared and will instead be the sole responsibility of the party incurring them.

If we cannot reach an agreement on a mediator, you and our firm agree to mediate utilizing the American Arbitration Association's (AAA) Professional Accounting and Related Services Dispute Resolution Rules and the procedures set forth therein, including the procedure for selecting a mediator. As with an agreed-upon mediator, any fees and expenses incurred in connection with AAA mediation will be shared equally, but all other expenses, including attorney or expert fees, shall be the sole responsibility of the party incurring them.

You acknowledge and agree that participation in mediation will be an express condition to the initiation of litigation by you, that your failure to engage in mediation prior to initiating litigation may be raised to seek the dismissal of any court action you might file, and that our firm is entitled to reimbursement by you of reasonable attorney fees incurred in seeking the dismissal of any action you would file without first engaging in mediation.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.



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 17, 2025

Subject: Smeyne Temporary Easement

Attached are a resolution and agreement for a temporary easement at 584 Pauline Drive to work on a storm sewer issue that City workers fixed a few years ago. Mr. Smeyne was the gentleman who attended the Council meeting a couple of meetings ago. This will allow City workers to investigate the area that they worked on previously.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-48**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR TO EXECUTE A
TEMPORARY EASEMENT AGREEMENT FOR A STORMWATER SEWER
EASEMENT ON THE PROPERTY OWNED BY STEVEN AND KAREN SMEYNE
NECESSARY FOR THE INVESTIGATION AND REPAIR OF STORMWATER SEWER
FACILITIES, AND DECLARING AN EMERGENCY**

WHEREAS, providing utilities, including storm water management, is one the functions of local municipal government; and,

WHEREAS, in order to properly investigate and make necessary repairs to a storm pipe located on the Grantors' property on Pauline Drive, it is necessary for City employees and/or Contractors to have access to the easement area identified on Exhibit "A" of the attached easement agreement; and,

WHEREAS, Steven and Karen Smeyne desire to grant the City a temporary Storm Sewer Easement for just consideration, and the City has determined that the consideration recited in the attached Easement Agreement is just compensation which the said property owner is willing to accept; and,

WHEREAS, immediate action is required for the City to acquire the said public stormwater sewer easement to maintain the construction schedule for the project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor to execute the Temporary Easement Agreement, a copy of which is attached hereto.

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.

Resolution No. 2025-48
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

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Temporary Entrance and Work Agreement (the "Agreement") is entered into on the date stated below by Steven Smeyne and Karen Smeyne, husband and wife, whose tax mailing address is 584 Pauline Drive, South Lebanon, Ohio 45065 (the "Grantors"), and the City of South Lebanon, whose mailing address is 10 North High Street, South Lebanon, Ohio 45065 (the "Grantee").

Witnesseth:

In order to improve the public safety and to ensure the condition of the previously disturbed storm conduit is in good condition, the City is proposing to excavate the area and make repairs, as needed to the existing storm conduit. In order to perform the work it is necessary to enter onto property, which is owned by Grantors. The subject real estate is located at 584 Pauline Drive, South Lebanon, Ohio, 45065, identified as Parcel #13-31-128-004. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Excavate the existing storm conduit within the easement area, as necessary for construction of the project.
2. Make any necessary repairs to the existing storm conduit within the easement area, if needed.
3. Restore any disturbed asphalt areas in the easement area, including backfill, compaction and asphalt.
4. Seed and straw any disturbed area upon completion of the project, as needed.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Project or until June 1, 2026, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Steven Smeyne and Karen Smeyne, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Steve Smeyne

Printed Name: Steven Smeyne

Date: 11-13-25

Signature: Karen Smeyne

Printed Name: Karen Smeyne

Date: 11-13-2025

STATE OF OHIO, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 13th day of November, 2025 before me, the subscriber, a Notary Public in and for said state, personally came individual known or proven to me to be Steven Smeyne and Karen Smeyne, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).



Jennifer M O'Brien
Notary Public, State of Ohio
My Commission Expires:
October 14, 2029

Jennifer M O'Brien
Notary Public
My commission expires: 10/14/29

[the balance of this page is blank]

IN EXECUTION WHEREOF, the City of South Lebanon, Ohio, the Grantee herein, have caused this agreement to be executed by Linda S. Burke, whose title is Mayor, on the date stated below, pursuant to Resolution Number _____, dated _____.

Grantee:

Signature: _____

Printed Name: Linda S. Burke

Title: Mayor

Date: _____

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this _____ day of _____, 20__ before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Linda S. Burke, Mayor of the City of South Lebanon, Ohio, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public

My commission expires: _____

This instrument was prepared and
Approved as to form by:

CHASE T. KIRBY,
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: _____
Chase T. Kirby

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 17, 2025

Subject: Street Program Change Order

Attached is a resolution and change order for the City's 2025 Street Program. This is a final quantity adjustment change order to reduce the contract amount to equal for final payment. The reduction is due to 1) Hobart St getting moved to next year to be funded with County CDBG funds; and 2) non-performance of various storm sewer & pavement repair contingency items.

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

**-CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2025-49**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR
TO EXECUTE CHANGE ORDER #1 WITH FILLMORE CONSTRUCTION LLC FOR
THE CITY'S 2025 PAVING PROGRAM, AND DECLARING AN EMERGENCY**

WHEREAS, on June 17th, 2025, the City Council adopted Resolution No. 2025-22 and entered a contract with Fillmore Construction LLC ("Contractor") for the construction of the 2025 City of South Lebanon Paving Program in the amount of \$382,940.50; and,

WHEREAS, subsequent to the award of said Contract, the City was awarded Warren County Community Development Block Grant (CDBG) funding for calendar year 2026 for the resurfacing of Hobart Street, which was included in the 2025 Paving Program; and,

WHEREAS, a section of Pike Street from High Street to Section Street was added to the Paving Program based on the poor condition of the pavement in lieu of the Hobart Street portion; and,

WHEREAS, various storm and sanitary sewer contingency items included in the Project bid proposal were non-performed due to the lack of necessity of said items; and,

WHEREAS, per the attached change order form, said changes in the 2025 Paving Program will result in a net decrease of \$148,209.55 to the contract price and a final contract price of \$234,730.95; and,

WHEREAS, immediate action is required to approve said change order and close out the Project in calendar year 2025 and such action is necessary to preserve the public peace, health, safety or welfare of the City.

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

Section 1. Approve Change Order #1 with Fillmore Construction LLC, a copy of which is attached hereto, and further authorize the Mayor and Director of Finance to execute Change Order #1 on behalf of the City for a net decrease of \$148,209.55 and a final contract price of \$234,730.95.

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

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

Resolution No. 2025-49

Page 2

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

Remainder of page left blank intentionally

Resolution No. 2025-49
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

Change Order No. 1

Date of Issuance:	Effective Date:	11/4/2025
Owner: <u>City of South Lebanon</u>	Owner's Contract No.:	
Contractor: <u>Fillmore Construction LLC</u>	Contractor's Project No.:	
Engineer: <u>Choice One Engineering</u>	Engineer's Project No.:	WAR-SLE-2503
Project: <u>2025 Paving Program</u>		

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

Description:

Removed Hobart Ave, Added Pike and additional striping per City request and Adjustment to Quantities

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>382,940.50</u>	Original Contract Times: Substantial Completion: <u>9/1/2025</u> Ready for Final Payment: <u>10/1/2025</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u> </u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price prior to this Change Order: \$ <u>382,940.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>-148,209.55</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>234,730.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates

RECOMMENDED:

By: [Signature]
Engineer (if required)
Title: Project Engineer
Date: 11/5/25

ACCEPTED:

By:
Owner (Authorized Signature)
Title:
Date:

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title: Project manager
Date: 11/6/25

Approved by Funding Agency (if applicable)

By: Date:
Title:

			Contract Information				Work Completed							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Ref. No.	Item No.	Description	Unit of Measure	Item Quantity	Unit Price	Total Contract Price (ExF)	Unit Quantity Completed Previously	Unit Quantity Completed this Pay Application	Amount this Pay Application (FxI)	Total Unit Quantity Completed to Date (H+I)	Amount to Date (FxK)	Materials Stored	Amount Completed and Stored (L+M)	Balance to Finish (G-N)
Original Contract														
		CONTINGENT UTILITY REPAIR												
1	611	12" CONDUIT, CPSLP, 707.33, STORM REPAIR	FT.	75	\$100.00	\$7,500.00			\$0.00	0	\$0.00		\$0.00	\$7,500.00
2	611	12" CONDUIT, RCP CL IV, 706.02, STORM REPAIR	FT.	75	\$120.00	\$9,000.00			\$0.00	0	\$0.00		\$0.00	\$9,000.00
3	611	15" CONDUIT, CPSLP, 707.33, STORM REPAIR	FT.	50	\$120.00	\$6,000.00			\$0.00	0	\$0.00		\$0.00	\$6,000.00
4	611	15" CONDUIT, RCP CL IV, 706.02, STORM REPAIR	FT.	25	\$155.00	\$3,875.00			\$0.00	0	\$0.00		\$0.00	\$3,875.00
5	611	18" CONDUIT, CPSLP, 707.33, STORM REPAIR	FT.	50	\$150.00	\$7,500.00			\$0.00	0	\$0.00		\$0.00	\$7,500.00
6	611	18" CONDUIT, RCP CL III, 706.02, STORM REPAIR	FT.	25	\$180.00	\$4,500.00			\$0.00	0	\$0.00		\$0.00	\$4,500.00
7	611	8" CONDUIT, PVC SDR-35, 707.45, SANITARY REPAIR	FT.	75	\$100.00	\$7,500.00			\$0.00	0	\$0.00		\$0.00	\$7,500.00
		FOREST AVENUE												
1	253	PAVEMENT REPAIR, AS PER PLAN	S.Y.	242	\$100.00	\$24,200.00			\$0.00	0	\$0.00		\$0.00	\$24,200.00
2	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"±, AS PER PLAN	S.Y.	3452	\$2.00	\$6,904.00		3452	\$6,904.00	3452	\$6,904.00		\$6,904.00	\$0.00
3	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	311	\$3.00	\$933.00		311	\$933.00	311	\$933.00		\$933.00	\$0.00
4	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	144	\$200.00	\$28,800.00		144	\$28,800.00	144	\$28,800.00		\$28,800.00	\$0.00
5	611	CATCH BASIN ADJUSTED TO GRADE	EACH	5	\$1,500.00	\$7,500.00		5	\$7,500.00	5	\$7,500.00		\$7,500.00	\$0.00
6	611	MANHOLE ADJUSTED TO GRADE	EACH	3	\$1,000.00	\$3,000.00		3	\$3,000.00	3	\$3,000.00		\$3,000.00	\$0.00
7	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00		1	\$2,500.00	1	\$2,500.00		\$2,500.00	\$0.00
8	638	VALVE BOX ADJUSTED TO GRADE	EACH	5	\$250.00	\$1,250.00		5	\$1,250.00	5	\$1,250.00		\$1,250.00	\$0.00
		ZOAR ROAD												
1	253	PAVEMENT REPAIR, AS PER PLAN	S.Y.	302	\$100.00	\$30,200.00			\$0.00	0	\$0.00		\$0.00	\$30,200.00
2	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"±, AS PER PLAN	S.Y.	4312	\$2.00	\$8,624.00		4261	\$8,522.00	4261	\$8,522.00		\$8,522.00	\$102.00
3	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	389	\$3.00	\$1,167.00		380	\$1,140.00	380	\$1,140.00		\$1,140.00	\$27.00
4	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	180	\$200.00	\$36,000.00		166.87	\$33,374.00	166.87	\$33,374.00		\$33,374.00	\$2,626.00
5	611	CATCH BASIN ADJUSTED TO GRADE	EACH	1	\$1,500.00	\$1,500.00		1	\$1,500.00	1	\$1,500.00		\$1,500.00	\$0.00
6	611	MANHOLE ADJUSTED TO GRADE	EACH	2	\$1,000.00	\$2,000.00		2	\$2,000.00	2	\$2,000.00		\$2,000.00	\$0.00
7	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00		1	\$2,500.00	1	\$2,500.00		\$2,500.00	\$0.00
8	638	VALVE BOX ADJUSTED TO GRADE	EACH	1	\$250.00	\$250.00		1	\$250.00	1	\$250.00		\$250.00	\$0.00
9	644	EDGE LINE, 4"	MILE	0.7	\$4,950.00	\$3,465.00		0.718	\$3,554.10	0.718	\$3,554.10		\$3,554.10	(\$89.10)
10	644	CENTERLINE	MILE	0.35	\$6,330.00	\$2,215.50		0.356	\$2,253.48	0.356	\$2,253.48		\$2,253.48	(\$37.98)
		HOBART AVENUE												
1	253	PAVEMENT REPAIR, AS PER PLAN	S.Y.	161	\$100.00	\$16,100.00			\$0.00	0	\$0.00		\$0.00	\$16,100.00
2	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"±, AS PER PLAN	S.Y.	3145	\$2.00	\$6,290.00			\$0.00	0	\$0.00		\$0.00	\$6,290.00
3	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	274	\$3.00	\$822.00			\$0.00	0	\$0.00		\$0.00	\$822.00
4	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	127	\$200.00	\$25,400.00			\$0.00	0	\$0.00		\$0.00	\$25,400.00
5	611	CATCH BASIN ADJUSTED TO GRADE	EACH	0	\$0.00	\$0.00			\$0.00	0	\$0.00		\$0.00	\$0.00
6	611	MANHOLE ADJUSTED TO GRADE	EACH	3	\$1,000.00	\$3,000.00			\$0.00	0	\$0.00		\$0.00	\$3,000.00
7	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00			\$0.00	0	\$0.00		\$0.00	\$2,500.00
8	638	VALVE BOX ADJUSTED TO GRADE	EACH	0	\$0.00	\$0.00			\$0.00	0	\$0.00		\$0.00	\$0.00
		VISTA RIDGE DRIVE												
1	253	PAVEMENT REPAIR, AS PER PLAN	S.Y.	318	\$100.00	\$31,800.00			\$0.00	0	\$0.00		\$0.00	\$31,800.00
2	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"±, AS PER PLAN	S.Y.	6363	\$2.00	\$12,726.00		6363	\$12,726.00	6363	\$12,726.00		\$12,726.00	\$0.00
3	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	573	\$3.00	\$1,719.00		573	\$1,719.00	573	\$1,719.00		\$1,719.00	\$0.00
4	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	266	\$200.00	\$53,200.00		266	\$53,200.00	266	\$53,200.00		\$53,200.00	\$0.00
5	611	CATCH BASIN ADJUSTED TO GRADE	EACH	12	\$1,500.00	\$18,000.00		12	\$18,000.00	12	\$18,000.00		\$18,000.00	\$0.00
6	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00		1	\$2,500.00	1	\$2,500.00		\$2,500.00	\$0.00
		PROJECT TOTAL				\$382,940.50			\$194,125.58		\$194,125.58	\$0.00	\$194,125.58	\$188,814.92
Change Orders														
CO1		PIKE STREET												
1	253	PAVEMENT REPAIR, AS PER PLAN	S.Y.	116	\$49.00	\$5,684.00			\$0.00	0	\$0.00		\$0.00	\$5,684.00
2	254	PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"±, AS PER PLAN	S.Y.	2308	\$2.50	\$5,770.00		2308	\$5,770.00	2308	\$5,770.00		\$5,770.00	\$0.00
3	407	NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	208	\$6.50	\$1,352.00		208	\$1,352.00	208	\$1,352.00		\$1,352.00	\$0.00
4	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	C.Y.	97	\$221.50	\$21,485.50		98.715	\$21,865.37	98.715	\$21,865.37		\$21,865.37	(\$379.87)

Ref. No.	Item No.	Description	Unit of Measure	Item Quantity	Unit Price	Total Contract Price (ExF)	Unit Quantity Completed Previously	Unit Quantity Completed this Pay Application	Amount this Pay Application (Fxl)	Total Unit Quantity Completed to Date (H+I)	Amount to Date (FxF)	Materials Stored	Amount Completed and Stored (L+M)	Balance to Finish (G-N)
5	611	CATCH BASIN ADJUSTED TO GRADE	EACH	2	\$500.00	\$1,000.00		2	\$1,000.00	2	\$1,000.00		\$1,000.00	\$0.00
6	611	MANHOLE ADJUSTED TO GRADE	EACH	3	\$250.00	\$750.00		3	\$750.00	3	\$750.00		\$750.00	\$0.00
7	614	MAINTAINING TRAFFIC, AS PER PLAN	LUMP	1	\$4,000.00	\$4,000.00		1	\$4,000.00	1	\$4,000.00		\$4,000.00	\$0.00
8	638	VALVE BOX ADJUSTED TO GRADE	EACH	2	\$250.00	\$500.00		2	\$500.00	2	\$500.00		\$500.00	\$0.00
CO1		ADD ADDITIONAL CENTERLINE 2,000' ON LEBANON RD, 100' ON VISTA	LUMP	1	\$5,368.00	\$5,368.00		1	\$5,368.00	1	\$5,368.00		\$5,368.00	\$0.00
CO1		ADJUSTMENT TO QUANTITIES	LUMP	1	(\$194,119.05)	-\$194,119.05			\$0.00	0	\$0.00		\$0.00	(\$194,119.05)
		Change Order Totals				(\$148,209.55)			\$40,605.37		\$40,605.37	\$0.00	\$40,605.37	(\$188,814.92)
Original Contract and Change Orders														
		Project Total				\$234,730.95			\$234,730.95		\$234,730.95	\$0.00	\$234,730.95	\$0.00



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

MEMORANDUM

To: Mayor & City Council

CC: Chase Kirby, Law Director

From: Jerry Haddix, City Administrator

Date: November 17, 2025

Subject: Ordinance for Private Improvements to City Property

Attached is an ordinance that would require approval from the City for private improvements to City-owned property. This would not include City right-of-way or any other agreements between the City and non-City entities.

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

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

**AN ORDINANCE REQUIRING APPROVAL BY THE CITY OF SOUTH LEBANON IN
ORDER TO MAKE CHANGES OR IMPROVEMENTS TO CITY-OWNED PROPERTY
IN THE CITY OF SOUTH LEBANON.**

WHEREAS, the City of South Lebanon owns certain property and land.

WHEREAS, the Council desires to require approval by the City in order to make changes, improvements, or otherwise alter City-owned property.

WHEREAS, the Council desires anyone, who is not employed by the City of South Lebanon, to be required to obtain approval from the City of South Lebanon to make any change, improvement, or otherwise alter property or land that is owned by the City.

WHEREAS, the Council has determined that this Ordinance is necessary to advance significant and compelling state interests, including, but not limited to, protecting the health, safety, and well-being of City residents and City-owned property.

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. No person, without privilege to do so, shall change, improve, alter, deface, damage, or otherwise improperly tamper with property or land belonging to the City of South Lebanon without prior approval by the City of South Lebanon.

Section 2. For purposes of this Ordinance, “property or land” shall mean property owned by the City, including, but not limited to, all property titled in the name of the City or Village of South Lebanon and any and all adjoining right-of-way to said properties. “Property or land” owned by the City shall not include right-of-way areas within City limits.

Section 3. For purposes of this Ordinance, prior approval by the City of South Lebanon shall mean a majority of Council’s approval.

Section 4. That the City Administrator shall develop an application process, to be approved by the Mayor, for the approval of improvements to City-owned property by non-City entities.

Section 5. Any and all other requirements by the Board of Zoning Appeals, Planning Commission, and applicable code shall apply to any such change or improvements to City-owned property or land.

Section 6. Any non-City entity with a separate agreement with the City Council for the use and/or improvements/alterations of City-owned property shall be considered to be approved and not subject to a separate approval per this ordinance.

Ordinance No. 2025-26

Page 2

Section 7. The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

Section 8. All formal actions of City Council regarding this Ordinance 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.

Remainder of page left blank intentionally

Ordinance No. 2025-26
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

OLD BUSINESS

**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:	_____ 11/06/25 _____
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:	<u>11/06/25</u>
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



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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 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: 11/06/25

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: 11/06/25

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