

Linda Allen
Councilmember

Linda Burke
Mayor

Lisa Fedor
Vice-Mayor

Sharon Carmack
Councilmember

Maryann Harrison
Councilmember

Brenda Combs
Councilmember

David N. Smith
Councilmember

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

July 2, 2026, at 6:00 P.M.

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
4. Guests: Judge Loxley and Judge Fischer, Warren County Court
5. **Public Hearing: Fiscal Year 2027 Tax Budget**
6. Floor open to the public:
7. Approval of Minutes of Prior Meetings:
 - Workshop Meeting – June 18, 2026
 - Regular Meeting – June 18, 2026
8. New Business:
 - Emergency Resolution 2026-17 authorizing the Director of Finance to submit the [interim] tax budget for Fiscal Year 2027 to the Warren County Auditor
 - Emergency Resolution 2026-18 authorizing the City Administrator to enter into a natural gas aggregation agreement with a natural gas supplier recommended by Energy Alliances, the city's energy aggregation consultant
 - Emergency Resolution 2026-19 authorizing a development agreement with Grandin Road Development LLC for the Reserves at Grandin Pond Subdivision
 - Motion to authorize the purchase of an access control system from Homeland Technology Group in the amount of \$38,500 for facility security upgrades of the municipal building
 - Motion to authorize debris removal services from Dig-It, LLC in the amount of \$27,275 for site cleanup at 512 S. Main Street
 - Motion to Accept Invoices
9. Old Business:
 - Ordinance 2026-09, Second Reading, amending Ordinance 2025-22 and Sections 111.1 and 111.2 of the City Adopted International Property Maintenance Code to establish a three (3) calendar day appeal period for high grass, weed, and vegetation violations, and designating the City Administrator as the hearing officer for such appeals

Old Business (Cont.)

Ordinance 2026-10, Second Reading, amending Ordinance 2013-08, the 2012 International Property Maintenance Code, to establish procedures for the abatement of high grass, weeds, and nuisance vegetation, establish abatement fees, and authorize the certification of unpaid charges to the County Auditor

Ordinance 2026-11, Second Reading, establishing regulations for traffic and the operation of electric scooters

10. Communications and reports from City Officials and Committees

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

11. Adjournment

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

**CITY OF SOUTH LEBANON
MEMORANDUM**

To: Mayor & City Council

From: Tina Williams, Director of Finance

Date: June 30, 2026

Subject: FY2027 Tax Budget

The Finance Committee met on Monday, June 29th, 2026, and reviewed the 2027 Interim Tax Budget. The committee is recommending approval of the attached emergency resolution and submission of the tax budget to the Warren County Auditor.

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

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

The City's General Fund collects 1.3 mills in property taxes. It is estimated that \$289,000 will be collected in property taxes for FY2027. The main source of revenue in our General Fund is from the City's Municipal Income Tax. With a tax rate of 1%, we have estimated \$3,000,000 million in collections for FY2027. This amount is conservative and based on previous year's collections. We are expecting an overall decrease in General Fund revenue and expenditures in 2027 due to onetime grant funding in the amount of \$812,797 budgeted in 2026 for capital improvements to the Community Center. The fund balance at the end of 2027 for the General Fund is estimated at \$5.9 million.

Revenue and expenses for all other funds is expected to be comparable to the 2026 budget. The tax budget begins the budget process by certifying estimated revenues to the County Auditor. Once the tax budget is approved by the County Auditor and estimated resources set for FY2027, annual appropriations can be planned and passed by Council.

Attached is a summary of the 2027 Tax Budget for all funds.

CITY OF SOUTH LEBANON, WARREN COUNTY
TAX BUDGET SUMMARY
YEAR 2027

FUND	Estimated Unencumbered Fund Balance 1/1/2027	Estimated Receipts				Total Amount Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2027
		Property Tax	County Local Govt Funds	Other Sources	Total Estimate Resources		Payroll and Employee Benefits	Other	Total	
GENERAL FUND	6,324,213.69	289,000.00	35,000.00	3,688,000.00	4,012,000.00	10,336,213.69	1,405,920.00	3,050,600.00	4,456,520.00	5,879,693.69
SPECIAL REVENUE FUNDS										
Street	1,228,613.03			480,000.00	480,000.00	1,708,613.03	40,000.00	462,212.00	502,212.00	1,206,401.03
Shepherd's Crossing Improvements	4,059.79			0.00	0.00	4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	172,440.30			55,000.00	55,000.00	227,440.30		100,000.00	100,000.00	127,440.30
Homestead Public Improvements	26,421.68			0.00	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	42,310.18			15,000.00	15,000.00	57,310.18		15,000.00	15,000.00	42,310.18
DUI	1,625.00			0.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	3,787.93			2,800.00	2,800.00	6,587.93		3,000.00	3,000.00	3,587.93
TIF Fund / Rivers Crossing	1,000.00			1,350,000.00	1,350,000.00	1,351,000.00		1,350,000.00	1,350,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65			0.00	0.00	1,752.65		1,752.65	1,752.65	0.00
TIF Fund / Riverside	1,000.00			1,300,000.00	1,300,000.00	1,301,000.00		1,300,000.00	1,300,000.00	1,000.00
OneOhio Opioid Settlement	5,084.91			500.00	500.00	5,584.91		0.00	0.00	5,584.91
ENTERPRISE FUNDS										
Water	2,799,271.00			1,300,000.00	1,300,000.00	4,099,271.00	404,900.00	893,200.00	1,298,100.00	2,801,171.00
Sewer	6,061,725.00			1,600,000.00	1,600,000.00	7,661,725.00	375,000.00	1,222,000.00	1,597,000.00	6,064,725.00
Sanitation	474,347.00			645,000.00	645,000.00	1,119,347.00	19,000.00	625,000.00	644,000.00	475,347.00
Deposit Trust	120,889.07			19,000.00	19,000.00	139,889.07	0.00	50,000.00	50,000.00	89,889.07
Utility Maintenance Reserve	145,427.31			5,000.00	5,000.00	150,427.31	0.00	125,000.00	125,000.00	25,427.31
Sewer Improvement Fund	0.00			5,220,390.00	5,220,390.00	5,220,390.00	0.00	5,220,390.00	5,220,390.00	0.00
TOTAL FUNDS	17,413,968.54	289,000.00	35,000.00	15,680,690.00	16,004,690.00	33,418,658.54	2,244,820.00	14,450,261.12	16,695,081.12	16,723,577.42

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-17**

**A RESOLUTION APPROVING OF AND AUTHORIZING THE DIRECTOR OF
FINANCE TO SUBMIT THE [INTERIM] TAX BUDGET FOR FISCAL YEAR 2027 TO
THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY**

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

WHEREAS, the Director of Finance has prepared the FY2027 [interim] tax budget for the City, and provided a copy to the Council; and,

WHEREAS, immediate action is required for the City's FY 2027 [interim] Tax Budget to be timely submitted to the County Auditor in order for the City to fund its FY2027 operations, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council does hereby approve of the [interim] Tax Budget prepared by the Director of Finance for FY2027.

Section 2. That the Council does authorize the Director of Finance to submit the [interim] Tax Budget for FY2027 to the County Auditor.

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

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

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

Resolution 2026-17 – FY2027 Tax Budget

Adopted this 2nd day of July, 2026.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams/Director of Finance/Clerk

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: _____ Yeas
_____ Nays

Effective Date: _____

Approved as to form:

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

WARREN
COUNTY

B U D G E T -
OF-

CITY OF SOUTH LEBANON

FOR FISCAL YEAR
BEGINNING JANUARY 1, 2027

Filed _____,

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

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

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

The Board of Trustees of said Special District hereby submits its Annual Budget for the year commencing January 1st, 2027 for consideration of the County Budget Commission pursuant of Section 5705.30 of the Revised Code.

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

[illegible]

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2027

FUND CLASSIFICATION: GENERAL

DESCRIPTION	2024 Actual	2025 Actual	Current Year Estimated for 2026	Budget Year Estimated for 2027
FUND BALANCE 1/1	\$5,244,483.47	\$5,820,328.86	\$7,195,870.81	\$6,324,213.69
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$208,990.31	\$262,037.23	\$289,000.00	\$289,000.00
Municipal Income Tax	\$2,559,260.09	\$3,199,572.48	\$2,775,000.00	\$3,000,000.00
State Shared Taxes				
Local Government - County	\$28,183.86	\$30,799.58	\$34,358.84	\$35,000.00
Intergovernmental				
Local Government - State	\$31,429.96	\$35,472.46	\$32,000.00	\$35,000.00
Property - Homestead and Rollback	\$29,280.92	\$36,787.31	\$35,000.00	\$36,000.00
Other State Shared Taxes and Permits	\$9,133.02	\$5,928.22	\$2,000.00	\$2,000.00
Grants - State and Federal	\$0.00	\$176,507.79	\$926,002.00	\$100,000.00
Fines, Licenses and Permits				
Court Costs	\$44,501.49	\$44,013.66	\$40,000.00	\$40,000.00
Zoning	\$127,344.72	\$80,989.98	\$50,000.00	\$80,000.00
Cable Franchise Fees	\$65,194.51	\$54,810.81	\$65,000.00	\$65,000.00
Earnings on Investments	\$429,423.90	\$430,370.21	\$300,000.00	\$300,000.00
Miscellaneous	\$28,342.50	\$55,934.86	\$30,000.00	\$30,000.00
Total Revenue	\$3,561,085.28	\$4,413,224.59	\$4,578,360.84	\$4,012,000.00
Expenditures				
Security of Persons & Property				
Police Enforcement	\$856,266.37	\$935,158.59	\$1,045,735.96	\$1,300,000.00
Street Lighting	\$46,323.34	\$51,151.66	\$55,000.00	\$58,000.00
Health & Human Services	\$9,653.42	\$9,687.26	\$13,000.00	\$13,000.00
Leisure - Parks & Recreation	\$14,716.95	\$30,311.50	\$76,000.00	\$80,000.00
Community Planning and Zoning	\$0.00	\$18,470.94	\$70,500.00	\$165,000.00
Public Utilities - Admin. Staff Salaries	\$151,339.83	\$166,890.23	\$251,000.00	\$260,000.00
General Government				
Council & Mayor - Salaries	\$59,275.00	\$62,475.00	\$72,550.00	\$73,600.00
Administration - Salaries	\$57,423.40	\$152,130.86	\$155,000.00	\$120,000.00
Employee Benefits	\$198,399.64	\$302,962.23	\$384,380.00	\$387,200.00
Council & Mayor - Other Expenses	\$22,957.14	\$23,082.60	\$29,000.00	\$28,500.00
Administration - Other Expenses	\$8,146.88	\$9,545.95	\$17,500.00	\$15,000.00
Mayor's Court - Salaries	\$61,832.70	\$64,117.13	\$70,500.00	\$72,620.00
Mayor's Court - Other Expenses	\$4,232.02	\$4,390.98	\$10,000.00	\$8,400.00
Finance - Salaries	\$116,867.58	\$132,646.40	\$150,000.00	\$157,500.00
Finance - Other Expenses	\$27,175.00	\$28,993.77	\$35,200.00	\$35,200.00
Law Director - Salary	\$27,000.00	\$27,000.00	\$27,000.00	\$30,000.00
Income Tax - Salaries	\$79,886.69	\$125,900.11	\$140,000.00	\$140,000.00
Income Tax - Other Expenses	\$15,644.42	\$19,503.79	\$26,650.00	\$25,500.00
Income Tax Refunds	\$70,710.09	\$43,487.87	\$60,000.00	\$60,000.00
Land and Buildings	\$43,288.30	\$68,612.29	\$93,000.00	\$93,000.00
Property Tax Collection Fees	\$22,229.78	\$2,985.74	\$8,000.00	\$14,000.00
Other General Government	\$192,775.95	\$235,013.12	\$315,200.00	\$320,000.00
Capital Outlay	\$266,282.89	\$523,239.62	\$2,344,802.00	\$1,000,000.00
Total Expenditures	\$2,352,427.39	\$3,037,757.64	\$5,450,017.96	\$4,456,520.00

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2027

FUND CLASSIFICATION: GENERAL

Other Financing Sources & Uses				
Other Uses of Funds				
Transfers - Out to Debt Services	\$632,812.50	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$632,812.50	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$5,820,328.86	\$7,195,870.81	\$6,324,213.69	\$5,879,693.69
Less: Encumbrances 12/31	\$130,540.85	\$87,694.67	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$5,689,788.01	\$7,108,176.14	\$6,324,213.69	\$5,879,693.69

CITY OF SOUTH LEBANON, WARREN COUNTY

BUDGET YEAR 2027

FUND CLASSIFICATION: SPECIAL REVENUE

FUND	Estimated Unencumbered Fund Balance 1/1/2027	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2027
				Personal Services	Other	Total	
Street	1,228,613.03	480,000.00	1,708,613.03	40,000.00	462,212.00	502,212.00	1,206,401.03
Shepherd's Crossing Improvements	4,059.79	0.00	4,059.79		4,059.79	4,059.79	0.00
Permissive Motor Veh Lic Tax	172,440.30	55,000.00	227,440.30		100,000.00	100,000.00	127,440.30
Homestead Public Improvements	26,421.68	0.00	26,421.68		26,421.68	26,421.68	0.00
Park	42,310.18	15,000.00	57,310.18		15,000.00	15,000.00	42,310.18
DUI	1,625.00	0.00	1,625.00		1,625.00	1,625.00	0.00
Mayor's Court Special Project	3,787.93	2,800.00	6,587.93		3,000.00	3,000.00	3,587.93
TIF Fund / Rivers Crossing	1,000.00	1,350,000.00	1,351,000.00		1,350,000.00	1,350,000.00	1,000.00
Indigent Alcohol Monitoring	1,752.65	0.00	1,752.65		1,752.65	1,752.65	0.00
TIF Fund / Riverside	1,000.00	1,300,000.00	1,301,000.00		1,300,000.00	1,300,000.00	1,000.00
OneOhio Opioid Settlement	5,084.91	500.00	5,584.91		0.00	0.00	5,584.91
TOTAL SPECIAL REVENUE FUNDS	1,488,095.47	3,203,300.00	4,691,395.47	40,000.00	3,264,071.12	3,304,071.12	1,387,324.35

CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2027

FUND CLASSIFICATION: ENTERPRISE

FUND	Estimated Unencumbered Fund Balance 1/1/2027	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2027
				Personal Services	Other	Total	
Water	2,799,271.00	1,300,000.00	4,099,271.00	404,900.00	893,200.00	1,298,100.00	2,801,171.00
Sewer	6,061,725.00	1,600,000.00	7,661,725.00	375,000.00	1,222,000.00	1,597,000.00	6,064,725.00
Sanitation	474,347.00	645,000.00	1,119,347.00	19,000.00	625,000.00	644,000.00	475,347.00
Deposit Trust	120,889.07	19,000.00	139,889.07		50,000.00	50,000.00	89,889.07
Utility Maintenance Reserve	145,427.31	5,000.00	150,427.31		125,000.00	125,000.00	25,427.31
Sewer Improvement Fund	0.00	5,220,390.00	5,220,390.00		5,220,390.00	5,220,390.00	0.00
TOTAL ENTERPRISE FUNDS	9,601,659.38	8,789,390.00	18,391,049.38	798,900.00	8,135,590.00	8,934,490.00	9,456,559.38

**CITY OF SOUTH LEBANON, WARREN COUNTY
BUDGET YEAR 2027**

TOTAL OF ALL FUNDS

FUND	Estimated Unencumbered Fund Balance 1/1/2027	Estimated Receipts				Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance 12/31/2027
		Property Tax	County Local Govt Funds	Other	Total		Personal Services	Other	Total	
GENERAL	6,324,213.69	289,000.00	35,000.00	3,688,000.00	4,012,000.00	10,336,213.69	1,405,920.00	3,050,600.00	4,456,520.00	5,879,693.69
SPECIAL REVENUE	1,488,095.47			3,203,300.00	3,203,300.00	4,691,395.47	40,000.00	3,264,071.12	3,304,071.12	1,387,324.35
DEBT SERVICE	0.00			0.00	0.00	0.00		0.00	0.00	0.00
CAPITAL PROJECTS	0.00			0.00	0.00	0.00		0.00	0.00	0.00
ENTERPRISE	9,601,659.38			8,789,390.00	8,789,390.00	18,391,049.38	798,900.00	8,135,590.00	8,934,490.00	9,456,559.38
CUSTODIAL	0.00			0.00	0.00	0.00		0.00	0.00	0.00
	17,413,968.54	289,000.00	35,000.00	15,680,690.00	16,004,690.00	33,418,658.54	2,244,820.00	14,450,261.12	16,695,081.12	16,723,577.42



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 T. Kirby, Law Director
Tina Williams, Director of Finance

From: Christopher J. Hacker, City Administrator

Date: July 2, 2026

Subject: Natural Gas Aggregation Agreement

In May 2023, City Council approved legislation authorizing the City of South Lebanon to aggregate natural gas and electric for businesses and residents through Energy Alliances as its consultant for rates lower than Duke's default rate. This resolution is for an agreement renewing the relationship between the City and Energy Alliances, who will be grouping a number of communities together to maximize purchasing power and achieve the best possible rates from natural gas providers.

The attached resolution would authorize the City Administrator to sign a natural gas aggregation agreement at a "at or below" the default rate of Duke. Only residents who are on Duke's default rate will be included in the aggregation program and will have the opportunity to "opt-out" as well.

This needs to be approved as an emergency due to the short time frame of which the prices are valid for this commodity item. Let me know if you have any questions or need additional information.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-18**

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A NATURAL GAS AGGREGATION AGREEMENT WITH A NATURAL GAS SUPPLIER RECOMMENDED BY ENERGY ALLIANCES, INC., THE COMMUNITY'S ENERGY AGGREGATION CONSULTANT, FOR THE PROVISION OF COMPETITIVE NATURAL GAS AGGREGATION SERVICE AND NATURAL GAS SUPPLY FOR ELIGIBLE CUSTOMERS WITHIN THE CORPORATION LIMITS AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly has enacted natural gas deregulation legislation, authorizing legislative authorities of municipal corporations, townships, and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and,

WHEREAS, on May 2, 2023, the residents of the City of South Lebanon, Warren County, Ohio voted to approve opt-out electric and natural gas programs for eligible City residents and businesses; and,

WHEREAS, the City of South Lebanon, Warren County, Ohio has successfully completed and submitted to the State of Ohio all required paperwork and taken all necessary actions to become a certified competitive natural gas aggregator through the Public Utilities Commission of Ohio; and,

WHEREAS, immediate action is required to allow the City to act on securing natural gas rates that have a short period to lock into, 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. The Council of the City of South Lebanon hereby authorizes the City Administrator to negotiate and enter into a natural gas aggregation agreement with a natural gas supplier in consultation with, and upon recommendation of Energy Alliances, Inc., the City's energy aggregation consultant, provided that the accepted aggregation rate is below the current Duke Energy Ohio Gas Cost Recovery ("GCR") rate at the time of execution, for a period not to exceed 24 months from the start of the program.

Section 2. The Council further authorizes that any qualifying resident, business, and/or other natural gas consumers within the municipal boundaries of the city of South Lebanon may request at any time and without cost to "Opt Out" of or exit the program by contacting Energy Alliances, Inc., or the chosen supplier.

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

Resolution No. 2026-18

Page 2

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

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

Adopted this 2nd day of July, 2026.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

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

MEMORANDUM

To: Mayor & City Council

From: Christopher J. Hacker, City Administrator

Date: July 2, 2026

Subject: Reserves at Grandin Development Agreement

Attached is a resolution to approve the Development Agreement for the Reserves at Grandin Subdivision. All of the infrastructure improvements with the exception of the items listed on the cost estimate in the development agreement have already been completed.

This plat will create 42 lots on 28.5147 acres along Grandin Road.

The South Lebanon Planning Commission conditionally approved the final plat on June 24, 2025, and City Council approved the final plat on May 21, 2026. The Developer Agreement includes the subdivision bond as calculated by Choice One Engineering, and is a requirement before construction can begin at this site.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-19**

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

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

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

WHEREAS, the South Lebanon Planning Commission met on June 24, 2025, and conditionally approved the final plat for the Reserve at Grandin Pond Subdivision; and,

WHEREAS, City Council approved the Record Plat for the Reserve at Grandin Pond Subdivision on May 21, 2026 with the passing of Resolution 2026-15; and,

WHEREAS, immediate action is required to adequately protect the City and its citizens relating to the construction of said Development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Development Agreement relating to the Reserves at Grandin Pond Subdivision with Grandin Road Development, LLC, a copy of which is attached hereto.

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

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

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

Resolution 2026-19
Page 2

Adopted this day of July 2, 2026.

Linda S. Burke, Mayor

Attest: _____
Tina Williams, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
 ____ Nays

Effective Date: _____

Prepared by and approved as to form:

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

DEVELOPMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel #'s 16-05-100-021, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

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

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

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

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

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

NOW, THEREFORE IT IS AGREED:

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

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

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

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

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

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

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

7.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the City ("Issuer") and issued in favor of the Council of the City of South Lebanon, Ohio for the **Performance bond** in the sum of \$_____ which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of May 1st, 2026, in accordance with the Development Plan and the corresponding schedule of values approved by the City (attached as "Exhibit

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

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

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

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

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

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

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

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

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

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

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

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

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

- 7.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the City's Director of Finance. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the City Director of Finance, and the City Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the City Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.
- 7.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the City's Director of Finance, and release of liability upon full payment.
- 7.2 Maintenance Bond. Upon completion of the final improvements as determined by the Administrator and engineer acting in the service of the City and pursuant to the Subdivision Regulations, the Developer shall post a Maintenance Bond pursuant to the City's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the City in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.
8. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before December 1, 2024 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time

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

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

13. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
14. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
16. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

[the remainder of this page is blank]

DEVELOPER:

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

DEVELOPER

SIGNATURE: [Signature]

NAME: Julie Zicka

TITLE: Authorized Agent

DATE: 6/25/2026

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 25th day of JUNE, 2026, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Julie Zicka, whose title is Authorized Agent, of Grandin Road Development, LLC, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of Grandin Road Development, LLC, in accordance with a Resolution or Consent Action authorizing such act as its representative.



NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: January 12th, 2031

SURETY (if applicable)

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

SURETY: Westchester Fire Insurance Co.

SIGNATURE: [Signature]

NAME: DUSTIN STEVENS

TITLE: Attorney in fact

DATE: 6/25/26

STATE OF Ohio, COUNTY OF Clermont, ss.

BE IT REMEMBERED, that on the 25th day of June, 2026, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be DUSTIN STEVENS whose title is Attorney in fact of Cincinnati, OH, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of Westchester Fire Insurance Co. in accordance with a Power of Attorney authorizing such act as its representative.

[seal]

NOTARY PUBLIC: Payge Taylor Lacey
MY COMMISSION EXPIRES: May 22, 2030

[remainder of the page is blank]



Payge Taylor Lacey
Notary Public, State of Ohio
My Commission Expires
05-27-2030
Commission # 2025-RE-890889

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Director of Finance, on the date stated below, pursuant to Resolution Number 2026-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Director of Finance_

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2026, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Director of Finance, of the City of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a City Resolution authorizing them to so act.

[seal]

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED AS TO FORM:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Law Director

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

[insert or attach hereto]

DESCRIPTION FOR:**IRWIN FAMILY TRUST****LOCATION:****GRANDIN ROAD
HAMILTON TOWNSHIP
28.5174 Acres**

Situate in Military Survey No. 1547 and Military Survey No. 1548, Hamilton Township, South Lebanon, Warren County, Ohio and being all that remains of a 65.6780 acre tract as conveyed to Grandin Road Development, LLC by deed recorded in Deed Doc. No 2024-014360, Warren County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at a found iron pin in the northeast corner of Arbors at Grandin Pond Phase 2 as recorded in Plat Book 111, Pages 49-50, Warren County, Ohio Recorder's Office, and the west line of lands as conveyed to Arbors East Development, LLC as recorded by Deed Doc 2025-024958, Warren County, Ohio Recorder's Office;

Thence with the north line of said Arbors at Grandin Pond Phase 2, along the following two (2) courses and distances:

- 1) North 86°29'04" West, 212.83 feet to a found iron pin;
- 2) South 66°57'17" West, 67.08 feet to a found iron pin;

Thence continuing with the north line of said Arbors at Grandin Pond Phase 2 in part and the north line of Arbor at Grandin Pond Phase 1 as recorded in Plat Book 110, Pages 26-28, Warren County, Ohio Recorder's Office, North 86°28'53" West, 540.00 feet to found iron pin;

Thence continuing with the north line of said Arbors at Grandin Pond Phase 1, along the following two (2) courses and distances:

- 1 North 72°26'43" West, 123.69 feet to a found iron pin;
- 2) North 86°28'53" West, 290.83 feet to a found iron pin with east line of a 6.7981 Acre conveyed to Hamilton Township Warren County Ohio Board of Township Trustees by deed recorded in O.R. Volume 5380, Page 342, Warren County, Ohio Recorder's Office and the corporation line for Hamilton Township and The City of South Lebanon;

Thence with east line of said 6.7981 Acre, said corporation lines and in part a 5.59 Acre tract as conveyed to The Cincinnati Gas and Electric Company as conveyed in Deed Book 235, Page 87, Warren County, Ohio Recorder's Office, North 03°34'41" East, 999.11 feet to a found pin in the south right of way line of Grandin Road (R/W Varies);

Thence with the south right of way line of said Grandin Road and said corporation line for the following two (2) courses and distances:

- 1) South 86°30'22" East, 147.70 feet to a found mag nail;
- 2) South 85°48'01" East, 93.46 feet to a found mag nail;

Thence leaving said south right of way line and said corporation lines, North 03°33'33" East, 40.00 feet to a found mag nail in the centerline of Grandin Road;

Thence with the centerline of aforesaid Grandin Road, South 85°48'01" East. 125.00 feet to a mag nail found in said corporation line;

Thence leaving said centerline and with said corporation line, South 35°04'44" West, 46.61 feet to a found mag nail in the south right of way line of said Grandin Road;

Thence with south right of way line of said Grandin Road and said corporation line along the following three (3) courses and distances:

- 1) South 85°48'01" East, 44.00 feet to found mag nail;
- 2) South 86°02'39" East, 115.20 feet to found mag nail;
- 3) South 85°56'23" East, 726.46 feet to a found iron pin in the west line of a 31.6505 acre tract as conveyed to Truckbase, Inc. by deed recorded in Deed Doc. No. 2023-002451, Warren County, Ohio Recorder's Office and said corporation lines;

Thence with the west line of said 31.6505 acre tract and said corporation line, South 03°48'06" West, 988.60 feet to the POINT of BEGINNING.

Containing 28.5147 acres of land of which 12.8205 acres lie within Military Survey No. 1547 and 15.6942 acres lie within Military Survey No. 1548.

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

The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S., Ohio Registration No. 7843, dated June 17, 2024, the survey of which is filed in Volume 160, Page 69, Warren County Engineer's Record of Land Surveys. The bearings in the above description are based on The Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).

Prepared by: McGill Smith Punshon, Inc.

Date: June 17, 2024

MSP No.: 18664.02

18664.03 CLI LEG 28.5147 ac



A handwritten signature in blue ink, appearing to read "L. J. Hanser", positioned below the professional seal.

6/01/26

Exhibit "B" – City's Fee Schedule

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

Exhibit "C" – Professional Consultant's Fee Schedule

[attach hereto]

Exhibit "D" – Cost Estimates Sheets

[attach hereto]

**THE ARBORS AT GRANDIN POND PHASE 3 PERFORMANCE BOND QUANTITIES
CITY OF SOUTH LEBANON**

May 5, 2026

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	150	\$120.00	\$18,000.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	675	\$9.00	\$6,075.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	315	\$275.00	\$86,625.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	230	\$70.00	\$16,100.00
TOTAL					\$126,800.00



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

Troy A. Niese, P.E.

Date

**ANNUAL CONTRACT BOND**Bond No.: K42273181

KNOW ALL MEN BY THESE PRESENTS, That we, Grandin Road Development, LLC as Principal, and the WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are held and firmly bound unto City of South Lebanon as Obligee, in the penal sum of One Hundred Twenty Six Thousand Eight Hundred Dollars and 00/100 and 00/100 Dollars (\$ 126,800.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated _____ for \$126,800 Sub Performance / The Arbors at Grandin Pond Phase 3/ Improvements / City of South Lebanon, OH in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein.

PROVIDED, HOWEVER, by acceptance of this bond, Obligee acknowledges and agrees that this bond only covers a term beginning May 28, 2026 and ending May 28, 2027 regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure to renew said bond shall not constitute a default under the contract. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment falls due.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal then this obligation shall be void; otherwise, it shall remain in full force and effect.

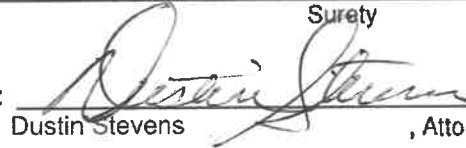
SEALED with our seals and dated this 28th day of May, 2026.

Grandin Road Development, LLC

Principal

BY: WESTCHESTER FIRE INSURANCE COMPANY

Surety

BY: 

Dustin Stevens

, Attorney-In-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Dustin Stevens**

Surety Bond No. K42273181

Obligee: City of South Lebanon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2025.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 25th day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
NO. 50175208
COMMISSION EXPIRES OCT 15, 2026

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 28, 2026.



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

MEMORANDUM

To: Mayor & City Council

From: Chris Hacker, City Administrator

Date: July 2, 2026

Subject: Use of Funds for Capital Projects – Purchase Orders Exceeding \$25,000

City Council approved the expenditure of Capital Funds for two [2] projects in 2026, the first being upgrades to Facility Security at 10 N. High Street, and the second being the razing of the storage bins at 512 S. Main Street.

Two [2] motions are on the agenda for the meeting on July 2, 2026, to address some or all of the work related to these projects.

The first is for the approval of a purchase order in the amount of \$38,500 to Homeland Technology Group for badge access control at all interior and exterior doors on the first floor of the municipal building. This also includes upgrades to existing hardware to allow for the installation of additional badge reading equipment on the second floor of the building when that space is built out for regular use. Because we are upgrading existing hardware and utilizing existing software, there was no need to go through a bidding process as it is considered a single-source item. Furthermore, this does not complete the contemplated facility security improvements to the municipal building, and \$90,000 of the budgeted funds remain for this project.

The second is for the approval of a purchase order in the amount of \$27,275 to Dig-It, LLC, for the debris removal and site cleanup at 512 S. Main Street. There were a total of eight [8] bids received for this project, which had a budgeted amount of \$48,000. This work will complete the original project as it was defined, and future plans for the site have not yet been defined.

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

INVOICES PAID 6/26/26

COUNCIL TO ACCEPT

JULY 2, 2026

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
RUMPKE	SOLID WASTE / RECYCLING CONTRACT / JUNE	\$ 51,061.20
CITY OF LEBANON	SEWER CONTRACT / MAY 16 - JUN 15	\$ 29,267.60
TAX DEPARTMENT	REFUNDS / 23	\$ 11,516.36
OH PUBLIC WORKS COMMISSION	SEMI-ANNUAL OPWC LOAN PYMT/ZOAR RD	\$ 8,606.05
DUKE ENERGY	GAS / ELECTRIC /LIGHTING - JUNE 3	\$ 7,754.55
SUPER FLEET	GAS CHARGES 5/11/26 - 6/10/26	\$ 4,660.93
MODERN MONARK	DESIGN SERVICES FOR CITY LOGO / SEAL / BRANDING	\$ 4,500.00
RUMPKE	SPRING CLEAN UP	\$ 3,971.34
OHIO WATER DEVEL. AUTHORITY	SEMI-ANNUAL OWDA LOAN PAYMENT / WATER MAIN REPL	\$ 3,520.36
ZIMMER TRACTOR	TRACTOR RENTAL / BRUSH CUTTER	\$ 3,500.00
DUKE ENERGY	GAS / ELECTRIC /LIGHTING -JUNE 2	\$ 2,973.36
WARREN COUNTY SHERIFF	SHERIFF TRAFFIC DETAIL 5-16-26 - 5/31/26 / 9	\$ 2,790.00
WARREN COUNTY WATER & SEWER	SEWER / TRASH BILLING SERVICES 3/3/26 - 5/4/26	\$ 2,267.65
CDW-G	ADOBE ACROBAT PRO LICENSE / 7	\$ 1,972.74
VELECOR	FORTIWIFI - FIREWALL / 99 HIGH ST	\$ 1,073.92
RED DIAMOND	UNIFORMS - SHERIFF DEPUTIES / CROOKS & HALE	\$ 1,065.60
LCNB CARDMEMBER SERVICE	MICROSOFT USER LICENSE - MAY / BLDG DEMOLITION PERMIT	\$ 921.60
VANCE OUTDOORS	SURELOCK GUN SAFE / SHERIFF'S OFFICE	\$ 729.99
LOWES	WATER COOLER BOTTLES / PAINT / MULCH / COLD PATCH	\$ 726.17
GQ BUSINESS PRODUCTS	FANNY PACKS - NATIONAL NIGHT OUT	\$ 697.50
ALTAFIBER	PHONE RENTAL/VOIP SERVICES 5/20/26 - 6/19/26	\$ 483.86
POFF'S LAWN CARE & PEST CONTROL	LAWN CARE / FOUNTAIN PARK & VETERAN'S PARK 5/4/26	\$ 468.25
ALTAFIBER	INTERNET / PHONES - 6/13/26 - 7/12/26	\$ 359.55
CBTS	NETWORK / SD-WAN SERVICES 6/20/26 - 7/19/26	\$ 358.95
WALT LUTI TIRE	TIRE REPLACEMENT / GATOR	\$356.48
PACE ANALYTICAL SERVICES	WATER TESTING - 6/3/26	\$ 339.00
CINTAS	FIRST AID CABINET / REFILLS - 6/8/26	\$ 309.14
NATHAN ELTER	PUBLIC DEFENDER / JUNE	\$ 275.00
JOHN DEERE FINANCIAL	SNAPS / BOLTS / WEED CONTROL / MICE BAIT	\$ 252.63
WARREN COUNTY SHERIFF	SHERIFF TRAFFIC DETAIL 6-13-26 / 1	\$ 240.00
AMY BUTLER	REIMBURSEMENT / NOTARY RENEWAL	\$ 139.98
FRIENDS OF THE LITTLE MIAMI	1/2 SHARE BIKE TRAIL RESTROOM / RUMPKE - MAR & APR	\$ 132.48
STIGLER SUPPLY	PAPER TOWELS / GARBAGE BAGS	\$ 113.07
BARRETT PAVING MATERIAL	ASPHALT / 10 STREETS	\$ 107.88
ORKIN	PEST CONTROL SERVICES / MUNICIPAL BLDG	\$ 99.35
POFF'S LAWN CARE & PEST CONTROL	LAWN CARE / MUNICIPAL BLDG 5/4/26	\$ 83.25
OFFICE DEPOT	PAPER	\$ 82.95
ALTAFIBER	INTERNET / PHONES - 6/10/26 - 7/9/26	\$ 61.73
M I ALTERATION	PANTS HEMMED / SHERIFF'S OFFICE	\$ 48.00
STIGLER SUPPLY	PAPER TOWELS	\$ 43.83
	TOTAL	\$ 147,932.30

OLD BUSINESS

MEMORANDUM

To: Mayor & City Council
From: Chris Hacker, City Administrator
Date: June 18, 2026
Subject: Amending Ordinance 2025-22 Tall Grass Appeal Period

Attached is an Ordinance amending Ordinance 2025-22, reducing the appeal period for citations related to tall grass, weeds, or other nuisance vegetation from twenty (20) days to three (3) days. This Ordinance also appoints the City Administrator as the determining party for appeals made on such issues in lieu of the Board of Zoning Appeals.

The City of South Lebanon wishes to expedite the appeals process for violations involving tall grass, weeds, or other nuisance vegetation. The current appeal window is excessive, and allows for continued existence of the nuisance violation. A reduction of the appeal window, in addition to the subsequent Ordinance amending the abatement of such violations, will allow for the City to take more appropriate action in remedying tall grass and weeds violations.

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

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2026-09**

AN ORDINANCE AMENDING ORDINANCE 2025-22 AND SECTIONS 111.1 AND 111.2 OF THE CITY-ADOPTED INTERNATIONAL PROPERTY MAINTENANCE CODE TO ESTABLISH A THREE (3) CALENDAR DAY APPEAL PERIOD FOR HIGH GRASS, WEED, AND VEGETATION VIOLATIONS, TO DESIGNATE THE CITY ADMINISTRATOR AS THE HEARING OFFICER FOR SUCH APPEALS, TO PROVIDE FOR JUDICIAL REVIEW IN THE WARREN COUNTY COURT OF COMMON PLEAS.

WHEREAS, the City of South Lebanon adopted Ordinance 2025-22, establishing procedures for appeals under the International Property Maintenance Code; and,

WHEREAS, City Council finds that violations involving high grass, weeds, and unmanaged vegetation require expedited review and enforcement to protect the public health, safety, and welfare; and,

WHEREAS, City Council desires to establish a shorter appeal period and administrative review process for such violations while retaining existing appeal procedures for all other property maintenance matters;

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

Section 1. Sections 111.1 and 111.2 of the City-adopted International Property Maintenance Code are hereby amended as set forth in Attachment “A” attached hereto and incorporated herein by reference.

Section 2. All other provisions of Ordinance 2025-22 and the International Property Maintenance Code, including Section 111.8 regarding stays of enforcement pending appeal, shall remain unchanged and in full force and effect.

Section 3. The City Administrator shall maintain a written record of all appeals heard pursuant to the Ordinance and shall issue a written decision setting forth findings and the basis for the decision.

Section 4. The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

Section 5. All formal actions of the 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.

Ordinance 2026-09 Amending Property Maintenance Code

Adopted this ____ day of _____, 2026.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
 ____ Nays

Effective Date: _____

Prepared by and approved as to form:

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

ATTACHMENT "A"

SECTION 111 – MEANS OF APPEALS

[A] 111.1 Application for Appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal as provided herein.

For violations involving high grass, weeds, or other vegetation regulated by Section 302.4 (Weeds), a written application for appeal shall be filed with the City Administrator within three (3) calendar days after the notice, order, or decision was served.

The City Administrator shall hear and decide such appeals and may affirm, modify, or reverse the determination of the code official.

The City Administrator shall issue a written decision. The decision of the City Administrator shall constitute the final administrative decision of the City.

Any person adversely affected by the final administrative decision may appeal such decision to the Warren County Court of Common Pleas pursuant to Chapter 2506 of the Ohio Revised Code.

For all other notices, orders, or decisions issued under this code, a written application for appeal shall be filed within twenty (20) calendar days after the notice, order, or decision was served and shall be heard by the Board of Appeals as otherwise provided in this Code.

An application for appeal shall be based upon a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.2 Designation of Board.

The South Lebanon Board of Zoning Appeals shall serve as the Board of Appeals for all appeals arising under this code, except appeals involving high grass, weeds, or other vegetation regulated by Section 302.4, which shall be heard and decided by the City Administrator pursuant to Section 111.1.

MEMORANDUM

To: Mayor & City Council

From: Chris Hacker, City Administrator

Date: June 18, 2026

Subject: Amending Ordinance 2025-22 Tall Grass Abatement Process

Attached is an Ordinance amending Ordinance 2013-08, establishing a fee schedule for the mowing and trimming of unresolved tall grass, weeds, or other nuisance vegetation violations, and also allows for unpaid fees to be assessed to the property taxes for the abatement of the nuisance issue.

The City of South Lebanon wishes to establish a standard fee schedule for the abatement of violations involving tall grass, weeds, or other nuisance vegetation. In addition to the fee schedule, this Ordinance also allows for the City to submit unpaid charges and fees to Warren County as an assessment to the property taxes.

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

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2026-10**

**AN ORDINANCE AMENDING THE ADOPTED 2012 INTERNATIONAL PROPERTY
MAINTENANCE CODE BY ORDINANCE 2013-08, TO ESTABLISH PROCEDURES
FOR THE ABATEMENT OF HIGH GRASS, WEEDS, AND NUISANCE
VEGETATION, ESTABLISH ABATEMENT FEES, AND TO AUTHORIZE THE
CERTIFICATION OF UNPAID CHARGES TO THE WARREN COUNTY AUDITOR.**

WHEREAS, the City of South Lebanon adopted Ordinance 2013-08, the 2012 International Property Maintenance Code; and,

WHEREAS, City Council finds it necessary to establish uniform procedures for the enforcement and abatement of violations involving excessive grass, weeds, brush, and nuisance vegetation; and,

WHEREAS, City Council finds that such conditions constitute a threat to the public health, safety, and welfare and adversely affect neighboring properties;

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

Section 1. That the 2012 International Property Maintenance Code, as adopted by Ordinance 2013-08, is hereby amended as set forth in Attachment "A" attached hereto and incorporated herein by reference.

Section 2. All other provisions of Ordinance 2013-08 and the 2012 International Property Maintenance Code shall remain unchanged and in full force and effect.

Section 3. Should any section, subsection, paragraph, sentence, clause, or phrase of the Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall remain in full force and effect.

Section 4. All ordinances and resolutions of parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

Section 6. All formal actions of the 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.

Ordinance 2026-10 Abatement of High Grass, Weeds and Nuisance Vegetation

Adopted this ____ day of _____, 2026.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: ____ Yeas
 ____ Nays

Effective Date: _____

Prepared by and approved as to form:

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

ATTACHMENT “A”

SECTION 302.4A – WEEDS, HIGH GRASS, AND NUISANCE VEGETATION ABATEMENT.

(A) Notice of Violation.

Whenever the Property Maintenance Code Official determines that a violation of Section 302.4 exists, a Notice of Violation shall be issued requiring compliance within five (5) calendar days.

(B) Notice and Posting.

Notice may be served by regular mail, certified mail, personal service, posting upon the property, electronic mail, or any combination thereof. In addition to any other method of notice, the Property Maintenance Code Official, Zoning Manager, City Administrator, Code Enforcement Officer, or designee may post a notice placard or sign upon the property. Such placard or sign shall be placed in a conspicuous location and may remain on the property until the violation has been corrected. The posted notice shall identify the nature of the violation, provide the date by which compliance is required, and state that failure to comply may result in the City causing the property to be mowed or otherwise abated and assessing all applicable charges and fees against the property owner.

(B)(1) Any City-issued notice placard or sign physically posted upon a property pursuant to this Section shall remain the property of the City of South Lebanon. This subsection shall apply only to City-issued signs or placards installed or posted upon the property and shall not apply to paper notices, mailed notices, door hangers, correspondence, or other written communications provided by the City.

(B)(2) No owner, occupant, tenant, agent, contractor, property manager, mortgagee, trustee, receiver, or any other person shall remove, alter, deface, destroy, relocate, conceal, cover, or otherwise interfere with a City-issued notice placard or sign posted pursuant to this Section unless authorized in writing by the Property Maintenance Code Official, Zoning Manager, City Administrator, Code Enforcement Officer, or designee.

(B)(3) A notice placard or sign may only be removed by the City or after the Property Maintenance Code Official, City Administrator, Zoning Manager, Code Enforcement Officer, or designee has determined that the violation has been corrected and authorizes its removal.

(B)(4) Whoever violates this subsection shall be guilty of a Minor Misdemeanor for a first offense.

(B)(5) A second or subsequent violation occurring within two (2) years shall be guilty of a Misdemeanor of the Fourth Degree.

(B)(6) In addition to any criminal penalty, the offender shall be liable to the City for the replacement cost of the sign, administrative costs associated with replacing and reposting the sign, and any enforcement costs incurred by the City.

(B)(7) Removal, concealment, or destruction of a City notice placard or sign shall not extend, toll, or otherwise affect any compliance deadline established by the City.

(C) Right to Appeal.

(1) Any owner, occupant, tenant, property manager, mortgagee, trustee, receiver, or other person having an ownership or possessory interest in the property may appeal a Notice of Violation issued pursuant to this Section.

(2) Any appeal shall be submitted in writing to the Zoning Manager, Property Maintenance Code Official, or designee within three (3) business days of the date the Notice of Violation is issued, mailed, posted, or otherwise served.

(3) The written appeal shall state the grounds for the appeal and include any supporting documentation the appellant wishes the City to consider.

(4) Upon receipt of a timely appeal, all abatement actions under this Section shall be temporarily stayed pending a decision on the appeal unless the Property Maintenance Code Official determines that an immediate threat to public health or safety exists.

(5) Upon receipt of a timely appeal, the matter shall be scheduled for hearing before the South Lebanon Board of Zoning Appeals, acting as the Property Maintenance Code Board of Appeals pursuant to Ordinance No. 2025-22 and Section 111 of the adopted International Property Maintenance Code.

(6) The Board of Zoning Appeals shall hear the appeal and may affirm, modify, or reverse the determination of the Property Maintenance Code Official.

(7) Appeals filed pursuant to this Section shall stay enforcement of the Notice of Violation until the appeal is heard and decided by the Board of Zoning Appeals unless the Property Maintenance Code Official determines that an immediate threat to public health or safety exists.

(8) The decision of the Board of Zoning Appeals shall constitute the City's final administrative determination.

(9) If the appeal is denied, the property owner shall have five (5) calendar days from the date of the Board's written decision to bring the property into compliance before the City proceeds with abatement.

(10) Failure to file a written appeal within the time provided herein shall constitute a waiver of the right to appeal.

(11) Appeals filed pursuant to this Section shall be accompanied by a Twenty-Five Dollar (\$25.00) appeal fee. The fee shall be paid at the time the appeal is filed.

(12) Due to the seasonal and time-sensitive nature of nuisance vegetation violations, the Chairperson of the Board of Zoning Appeals may call a special meeting for the purpose of hearing appeals filed under this Section.

(13) Failure to pay the required appeal fee at the time of filing shall render the appeal incomplete and shall not stay enforcement proceedings unless otherwise determined by the Property Maintenance Code Official.

(D) Abatement Authority.

If the violation is not corrected within five (5) calendar days after issuance of the Notice of Violation, or within five (5) calendar days following a final adverse decision of the Board of Zoning Appeals, the Property Maintenance Code Official, City Administrator, Zoning Manager, Code Enforcement Officer, or designee may cause the property to be mowed, trimmed, cleared, or otherwise brought into compliance.

(E) Performance of Work.

The City may utilize City personnel, equipment, or independent contractors to perform such work.

(F) Repeat Violations.

Following the issuance of a Notice of Violation for a property during a calendar year, any subsequent violation occurring on the same property during that calendar year may be abated without issuance of an additional five (5) day notice.

The filing of an appeal shall not prevent the City from proceeding with repeat abatement actions authorized under this Section after a final adverse decision by the Board of Zoning Appeals regarding the same property and substantially similar nuisance vegetation conditions during the same growing season.

(G) Abatement Charges.

(1) Properties less than one-half ($\frac{1}{2}$) acre: Mowing Charge: \$150.00

(2) Properties one-half ($\frac{1}{2}$) acre to one (1) acre: Mowing Charge: \$250.00

(3) Properties greater than one (1) acre: Mowing Charge: \$350.00 plus \$150.00 for each additional acre or portion thereof over one (1) acre.

(4) Administrative Fee: An administrative fee of One Hundred Fifty Dollars (\$150.00) shall be assessed for each abatement action.

(H) Acreage Determination.

The City Administrator, Finance Director, Zoning Manager, Property Maintenance Code Official, or their designee may determine acreage utilizing Warren County Auditor records, surveys, GIS mapping, legal descriptions, or other reliable documentation.

(I) Invoice.

Upon completion of the abatement, the Finance Director shall issue an invoice to the property owner of record.

(J) Payment.

Payment shall be due within thirty (30) days from the date of the invoice.

(K) Certification to County Auditor.

If unpaid after thirty (30) days, the Finance Director shall certify the unpaid amount to the Warren County Auditor as a special assessment and lien against the property pursuant to Ohio law.

(L) Additional Charge.

An additional administrative charge equal to ten percent (10%) of the unpaid amount may be added to any amount certified to the County Auditor.

(M) Additional Remedies.

The remedies provided herein are cumulative and shall not limit the City's authority to pursue any criminal, civil, equitable, or administrative remedies authorized by law.

(N) General Penalty.

Whoever violates this Section shall be guilty of a Minor Misdemeanor for a first offense. A second or subsequent violation occurring within two (2) years may be prosecuted as a Misdemeanor of the Fourth Degree as permitted by Ohio law.

(O) Continuing Violations.

Each day a violation continues after expiration of the compliance period shall constitute a separate offense.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2026-11**

**AN ORDINANCE ESTABLISHING REGULATIONS FOR TRAFFIC AND THE
OPERATION OF ELECTRIC SCOOTERS**

WHEREAS, Ohio Revised Code Section 4511.07 permits local authorities to create laws to regulate traffic and the operation of vehicles within their jurisdiction and within the reasonable exercise of the police power, provided such regulations are not fundamentally inconsistent with the uniform rules of the road prescribed by Chapter 4511 of the Ohio Revised Code; and

WHEREAS, “local authorities” means every county, municipal, and other local board or body having authority to adopt police regulations under the constitution and laws of the State of Ohio; and

WHEREAS, the Council desires to create laws to regulate the traffic and the operation of vehicles, including electric scooters; and

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

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 Council hereby adopts the attached Ordinance, which is incorporated into this Ordinance by reference.

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 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.

Adopted this ____ day of _____, 2026.

Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Ordinance 2026-11 – Regulations and Operations of Electric Scooters

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: _____ Yeas
 _____ Nays

Effective Date: _____

Prepared by and approved as to form:

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

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2026-11

Operation of Electric Scooters.

Electric scooter (“e-scooter”) means a device with two or three wheels, handlebars, and an electric motor or another type of motor such that is capable of transporting a person and is operated by electric power, whether privately owned or made available for shared use.

(a) Every person operating an e-scooter shall obey the rules of operation and right-of-way for all vehicles as provided by this chapter and elsewhere in the Basic Code except when clearly exempted from any section thereof.

(b) Every person operating an e-scooter upon a roadway shall ride as near to the right side of the roadway as practicable, obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(c) Persons operating e-scooters shall ride in the same direction as all other vehicular traffic.

(d) Persons operating e-scooters upon a roadway shall ride not more than two abreast in a single lane.

(e) No operator of an e-scooter device shall do any of the following: (1) Fail to yield the right-of-way to pedestrians at all times; (2) Fail to give an audible signal before overtaking and passing a pedestrian; (3) Operate the device at night, unless the device or its operator is equipped with or wearing both of the following: (a) A lamp pointing to the front that emits a white light visible from a distance of not less than five hundred feet; and (b) A red reflector facing the rear that is visible from all distances from one hundred feet to six hundred feet when directly in front of lawful lower beams of head lamps on a motor vehicle. (4) Park an e-scooter on a sidewalk in a manner that impedes the flow of pedestrian travel, interferes with an intended function of the sidewalk, or blocks or obstructs any doorway, crosswalk, or other access routes. (5) Operate an e-scooter while it is occupied by more than one person. E-scooters shall only be occupied by one person while in operation.

(f) No person under the age of 13 shall operate an e-scooter on any public property, unless such person is wearing a protective helmet on his or her head, with the chin strap fastened under the chin.

(g) Violation of this section shall be punishable as a traffic violation minor misdemeanor as defined in the Basic Code. Whoever violates this section shall be fined not more than one hundred fifty dollars (\$150.00).

(j) Parent’s Responsibility. No parent of any child or guardian of any ward shall authorize or knowingly permit any such child or ward to violate any of the provisions of this Ordinance.