CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-38

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE A PROJECT GRANT AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS IN THE AMOUNT OF $113,205.00 FOR THE HOBART AVENUE REPAVING CDBG PROJECT IN THE CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, this Council passed Resolution 2024-38 on November 7th, 2024, authorizing the submission of a Community Development Block Grant (CDBG) application to the Warren County Office of Grants Administration to assist in the funding of the Hobart Avenue Street Improvements Project in the City of South Lebanon (the "Project"); and,

WHEREAS, The Warren County Board of Commissioners awarded the CDBG funds for the said Project in the amount of $113,205.00 for the sole and express purpose of financing or reimbursing costs of the Project, subject to the parties executing an Agreement, a copy of which is attached hereto; and,

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

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

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

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

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

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

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

Adopted this 5th day of November 2026.

Linda S. Burke

Linda S. Burke, Mayor

Attest: _____

Petrina Williams, Director of Finance/Clerk

Rules Suspended:	11/5/26 (if applicable)
First Reading:	-
Second Reading:	-
Vote:	5 Yeas
	- Nays
Effective Date:	11/5/26

Approved as to form:

Chase T. Kirby
Law Director

By: _____

Date: 11-5-26

FY25 South Lebanon – Hobart Ave Repaving
CDBG Project Funding Contract

THIS AGREEMENT, is made as of the date of the last signature below by and between the Warren County Board of Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio, hereinafter "County" and the City of South Lebanon whose address is 10 N High Street, South Lebanon, Ohio 45065 hereinafter "City", for the purposes of successfully completing the road improvement project named FY25 Hobart Ave Repaving CDBG Project.

The parties hereby agree as follows:

1. Duties of County:

1.1 County will award the City $113,205 in Community Development Block Grant [hereinafter CDBG] dollars for the FY25 Hobart Ave Repaving CDBG Project [hereinafter "Project"].
1.2 County will be responsible to accept price quotes for the necessary contracts for the Project, receive, and review competitive price quotes, negotiate, prepare, and execute any contracts for equipment, supplies, and construction of the Project.
1.3 County will be responsible to pay the full price of the project to the successful bidder; County will fund the project in-part using the awarded CDBG funds described in section 1.1; County will be reimbursed for the remainder of the contract price by the City pursuant to Section 2.1 of this Contract.

2. Duties of City:

2.1 City will be responsible to reimburse County for any difference between the awarded CDBG dollars [$113,205] and the combined price of all related contracts.

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

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

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

6. Entire Contract. This Contract contains the entire contract between Contractor and Owner with respect to the matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

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

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

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

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

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

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

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

For City of South Lebanon:

Linda S. Burke

Linda S. Burke, Mayor

11/5/2026

Date

Resolution No. 2026-38

Approved as to Form:

Chase T. Kirby
Law Director
City of South Lebanon

For the Warren County Board
Of Commissioners:

_____
President/ Vice-President

_____
Date

_____
Resolution No.

Approved as to Form:

_____
Adam Nice
Assistant Prosecuting Attorney
Warren County, Ohio