

COUNCIL AGENDA



Village Council Meeting
6:30 P.M. Thursday, July 7, 2016

Village Administration Building
99 High Street
South Lebanon, Ohio 45065

	Agenda Items
1.	Call to Order
2.	Roll Call
3.	Pledge of Allegiance
4.	Guest Speakers A. Tejas Dinesh, local Boy Scout, re: Bike Trail Kiosk Project
5.	Open Forum
6.	Approval of Meeting Minutes A. None
7.	Emergency Resolutions/Ordinances and Third Reading of Resolutions/Ordinances A. Emergency Resolution# 2016-20- OPWC Final Application for State Route 48/Mason-Morrow-Millgrove Road Project B. Emergency Resolution# 2016-21- Approve Purchase of Parcel from James & Ruth Cooper relative to the S.R.48/Mason-Morrow-Millgrove Road Project C. Emergency Resolution# 2016-22 Authorize the Submittal of the Fiscal Year 2017 Tax Budget to the County Auditor
8.	Village Administrator Reports (non-legislative) Update Memo
9.	New Business A. Motion to approve invoices to be paid
10.	Old Business A. None
11.	Committee Reports and Communications A. None
12.	Council Member Comments
13.	Village Administrator Comments

14.	Village Solicitor Comments
15.	Warren County Sheriff – Sergeant Boylan’ s Comments
16.	Mayor’s Comments
17.	Executive Session A. ORC 121.22(G)(3) Pending or Imminent litigation
18.	Adjournment

Members of the public may address Council during the Open Forum segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks Council may comment or ask questions at that time. The Mayor may at his or her discretion restrict duplicate testimony on a particular subject.

The next regular Village Council Meeting will be on Thursday, July 21, 2016 at 6:30 PM.



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

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: July 6, 2016
Subject: OPWC Final App – 48/M-M-M Project

Attached is Resolution# 2016-20 which would authorize the final application to the Ohio Public Works Commission for a 0%, 20-year loan of up to \$705,058 to complete the SR48/Mason-Morrow-Millgrove Road Project.

Attached is the current estimated costs. The Village share went up \$102,717 due to higher than anticipated right-of-way costs.

The application is due to the Warren County Regional planning Commission by Friday, July 22nd

SR 48 MMM

Current Opinion of Project Cost

Phases	Cost	STP	VSL	Safety	Balance	FY Spent
Management Fee	\$ 105,136	\$ -	\$ 105,136	\$ -	\$ -	FY 14
Preliminary Engineering and Detail Design	\$300,111	\$0	\$0	\$300,111	\$0	FY 14
Right of Way Acquisition	\$288,673	\$80,000	\$126,613	\$120,788	\$38,728	FY 15-FY 16
Construction Administration	\$175,312	\$175,312	\$0	\$0	\$0	FY 17
Construction	\$2,504,459	\$1,928,433	\$576,026	\$0	\$0	FY 17
Total Cost	\$3,373,691	\$2,183,746	\$807,775	\$420,899	\$38,728	

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____**

**A RESOLUTION AUTHORIZING THE VILLAGE OF SOUTH LEBANON TO
PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO
PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR
LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S), AND DECLARING
AN EMERGENCY**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the Village of South Lebanon is planning to make capital improvements for State Route 48/Mason-Morrow-Millgrove Road Intersection Project; and,

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs, and

WHEREAS, immediate action is required to assure timely delivery of public works services and projects in the Village and to meet the July 22, 2016 deadline date for the submission of the application, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

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

Section 1. That the Council authorizes the Mayor to apply to the OPWC for funds as described above.

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

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

Section 4. That 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.

Adopted this 7th day of July, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 7/7/2016



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

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: July 6, 2016

Subject: SR48/Mason-Morrow-Millgrove (M-M-M) Road Project ROW Parcel 11

On the agenda for the June 7th meeting is the purchase of right-of-way .

Parcel #11 is owned by James & Ruth Cooper along the south side of Mason-Morrow-Millgrove Road abutting Turtle Creek.. The appraised Fair Market Value (FMV) of the parcel was \$17,823 which included the cost to cure the relocation of their fence. After negotiations, the Cooper's accepted our offer of \$20,561 which include the fence costs.

Only one parcel remains to complete the right of way acquisition phase. Paul is beginning the appropriation process to acquire this last piece.

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

RE-22
REV. 03-2015

ACQUIRING AGENCY'S
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

James F. and Ruth M. Cooper

COUNTY **WAR**
ROUTE **SR 48**
SECTION **8.80**
PARCEL NO. **11**
PROJECT I.D. NO. **94494**

	PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE			ORIGINAL	REVISION	REVISION	FINAL
LAND	11-WD1	0.0451 net acre (1,965 SF) @ \$4.15/SF			\$8,155		1965 sf @ \$4.86	9549
	11-WD1	0.0861 acre of PRO @ \$1			\$1			
	11-WD2	0.0435 net acre (1,895 SF) @ \$4.15/SF			\$7,864		1895 sf @ \$4.86	9210
	11-WD2	0.2325 acre of PRO @ \$1			\$1			
FENCE								
TREES		NO.	KIND	AV. SIZE				
	N/A							
OTHER	11-WD1	12+/- LF of 6' chain link fence w/ 3 strand barb wire @ \$21.20/LF -25% deprec.			\$191			\$191
	11-WD1	1,965+/- SF of gravel drive @ \$0.40/SF - 40% deprec.			\$472			\$472
	11-WD2	60+/- LF of 6' chain link fence w/ 3 strand barb wire @ \$21.20/LF -25% deprec.			\$954			\$954
	11-WD2	240+/- SF of gravel drive @ \$0.40/SF - 40% deprec.			\$58			\$58
BLDG								
DAMAGE	11-WD1	Cost to cure security fence			\$127			\$127
EL		TOTAL FAIR MARKET VALUE FOR REQUIRED R/W			\$17,823		FINAL	\$20,561.00
		OFFER FOR REQUIRED R/W AND EXCESS LAND						
		ADDED COST TO ACQUIRE EXCESS LAND						
		VALUE	AREA					

The allocation of compensation recommended above is based upon an approved appraisal report

Trainee's Recommendation		Recommended	
Date		Date	9/17/2015
Review Appraiser	Typed Name	Review Appraiser	Typed Name
Recommended		Recommended	
Date		Date	
2 nd Review Appraiser		Appraisal Unit Manager	
Agency Signature Establishing FMVE	Date	Administrative Settlement / Case Settlement	Date
Typed Name & Title	Jerry Haddix, Administrator	Typed Name & Title	
Agency Name	Village of South Lebanon	Agency Name	

REV	DATE	DESCRIPTION
01	03/27/15	PARCEL TYPES, AYN CORNAT
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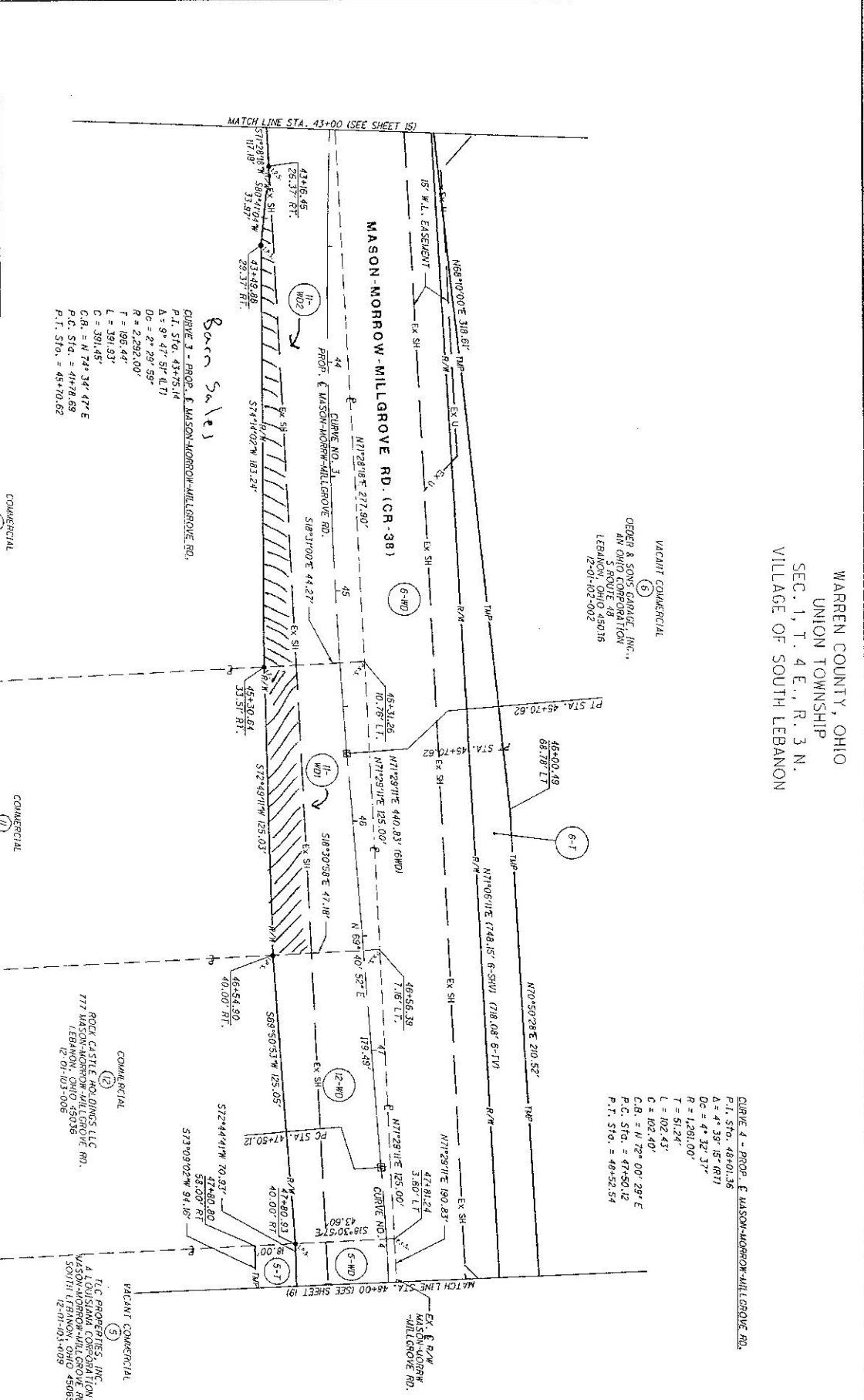
DATE COMPLETED 09/10/14

JAMES F. COOPER AND RUTH M. COOPER
MASON-MORROW-MILGROVE RD.
LEBANON, OHIO 45036
12-01-101-002
SR 59 SR 74
SR 77 P5

JAMES F. COOPER AND RUTH M. COOPER
808 MASON-MORROW-MILGROVE RD.
LEBANON, OHIO 45036
12-01-101-002
SR 59 SR 74
SR 77 P5

ROCK CASTLE HOLDINGS LLC
777 MASON-MORROW-MILGROVE RD.
LEBANON, OHIO 45036
12-01-101-006

T.C. PROPERTIES, INC.
MASON-MORROW-MILGROVE RD
SOUTH LEBANON, OHIO 45085
12-01-103-009



VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF A
PARCEL ALONG MASON-MORROW MILLGROVE ROAD (ODOT PARCEL# 11-
WD-1 and 11-WD-2) NECESSARY FOR THE CONSTRUCTION OF THE STATE
ROUTE 48/MASON-MORROW-MILLGROVE ROAD PROJECT, AND
DECLARING AN EMERGENCY**

WHEREAS, the purchase of a parcel (Parcel# 11-WD-1, 11-WD-2) along-Morrow-Millgrove Road, South Lebanon, OH 45065 ("the Property") is necessary for the construction of the State Route 48/Mason-Morrow-Millgrove Road Intersection Improvements Project; and,

WHEREAS, the Village desires to purchase from James F. Cooper and Ruth M. Cooper, the Property pursuant to the terms contained in the Contract for Sale and Purchase of Real Property, attached hereto as Exhibit A; and,

WHEREAS, immediate action is required for the Village to purchase the Property to complete the State Route 48/Mason-Morrow-Millgrove Road Intersection Improvements Project in a timely manner.

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

Section 1. That the Council approves and authorizes the Mayor to execute the Contract for Sale and Purchase of Real Property, attached hereto as Exhibit A, and any other documents to consummate the purchase of the Property.

Section 2. Approving the consideration in the amount of \$20,561.00 as recited in the attached Exhibit A.

Section 3. Authorizing the Fiscal Officer to pay the applicable costs to consummate the purchase of the Property.

Section 4. That the Council is acting in its administrative capacity in adopting this Resolution.

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

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were passed in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 7th day of July, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading –	/ /2016	Effective Date – / /2016
Second Reading –	/ /2016	
Third Reading –	/ /2016	
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 7/7/16

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 11-WD-1,WD-2
WAR 48 - 8.80

This Agreement is by and between the Village of South Lebanon, Ohio ["Purchaser"] and James F. Cooper and Ruth M. Cooper, husband and wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$20,561.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Village of South Lebanon, Ohio and James F. Copper and Ruth M. Cooper have executed this Agreement on the date(s) indicated immediately below their respective signatures.

James F. Cooper
James F. Cooper
Date: 6-22-16

Ruth M. Cooper
Ruth M. Cooper
Date: 6-22-16

STATE OF OHIO, COUNTY OF Hamilton ss:

BE IT REMEMBERED, that on the 22nd day of June, 20 16, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James F. Cooper and Ruth M. Cooper who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JANE E ROBERTS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 1-29-21

Jane E. Roberts

NOTARY PUBLIC

My Commission expires: 1/29/2021

Village of South Lebanon, Ohio

James D. Smith
Mayor

Date: _____

STATE OF OHIO, COUNTY OF WARREN ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James D. Smith, the Mayor and duly authorized representative of Village of South Lebanon, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Village of South Lebanon, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 05/19/2015

PID 94494

**PARCEL 11-WD1
WAR-48-8.80
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 1, Town 4, Range 3, in Village of South Lebanon, Union Township, Warren County, State of Ohio, and being part of a 1.213 acre parcel of land as conveyed to JAMES F. COOPER AND RUTH M. COOPER by instrument as recorded in OR 277, P 502 and as shown on survey record SR 59 P 74 and SR 77 P 5 of the Official Records of said county and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Mason Morrow Millgrove Road (C.R. 38) as shown on the "WAR-48-8.80 Centerline Plat" as recorded in Plat Book 89 Pages 74 to 77, as follows:

Beginning for reference at a rail road spike found at the intersection of the existing centerlines of Mason Morrow Millgrove Road (C.R. 38) and Turtle Creek Road (C.R. 72), 2.22 feet right of Station 42+52.97

Thence with the existing centerline of Mason Morrow Millgrove Road, the north line of a 2.454 acre parcel of land as conveyed to JAMES F. COOPER AND RUTH M. COOPER by instrument as recorded in OR 345, P 58, and the south line of a 69.986 acre parcel of land as conveyed to OEDER & SONS GARAGE, INCORPORATED, AN OHIO CORPORATION by instrument OR 434 P 613 of the Official records of said county, North 71° 28' 18" East 277.90 feet to a PK nail set at the northwest corner of said 1.213 acre parcel and the northeast corner of said 2.454 acre parcel, 10.76 feet left of Station 45+31.26, said PK nail being the TRUE POINT OF BEGINNING for Parcel 11-WD1;

EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

PARCEL 11-WD1 cont'd

Thence with the existing centerline of Mason Morrow Millgrove Road, the north line of said 1.213 acre parcel and the south line of said 69.986 acre parcel North $71^{\circ} 29' 11''$ East 125.00 feet to a PK nail set at the northeast corner of said 1.213 acre parcel and the northwest corner of a 1.327 acre parcel of land as conveyed to ROCK CASTLE HOLDINGS LLC by instrument as recorded in OR 5933 P 547, 7.16 feet left of Station 46+56.39;

Thence with the east line of said 1.213 acre parcel and the west line of said 1.327 acre parcel South $18^{\circ} 30' 58''$ East, passing the existing south right of way easement line at 30.00 feet, for a total distance of 47.18 feet to an Iron pin set in the new south right of way line for Mason Morrow Millgrove Road, 40.00 feet right of Station 46+54.90;

Thence along the new south right of way line South $72^{\circ} 49' 11''$ West 125.03 feet to an iron pin set in the west line of said 1.213 acre parcel and the east line of said 2.454 acre parcel, 33.51 feet right of Station 45+30.64;

Thence with the west line of said 1.213 acre parcel and the east line of said 2.454 acre parcel North $18^{\circ} 31' 00''$ West, passing the existing south right of way easement line of Mason Morrow Millgrove Road at 14.27 feet, for a total distance of 44.27 feet to the TRUE POINT OF BEGINNING, containing 0.1312 acres (5715 SF), more or less, subject to all legal easements and restrictions of record.

Said parcel being shown on Survey Record 142 page 23, Warren County Engineer's Office.

This description is based upon a field survey performed by G. J. Berding Surveying, Inc. under the direction of Gerard J. Berding, Registered Surveyor Number 6880 in 2007 with bearings based on Ohio State Plane Coordinates, South Zone, NAD83 (1996), by GPS and conventional surveying.

This description was prepared by LJB Inc. under the direction of Andrew J. Shahan, Registered Surveyor Number 8378.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 8378 - LJB INC" or "ODOT - PS 8378 - LJB INC".

EXHIBIT A

LPA RX 851 WD

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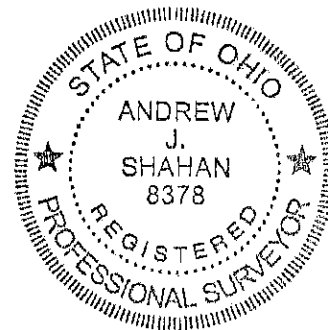
PARCEL 11-WD1 cont'd

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 277, P 502, Warren County Recorder's Office.

0.1312 acres of the above described area is contained within Warren County Auditor's Permanent Parcel Number (SIDWELL) 12-01-103-002, of which the present road right of way occupies 0.0861 acres, more or less.

Prepared by
LJB Inc.



By: Andrew J. Shahhan
Andrew J. Shahhan, Ohio PS No. 8378

5/20/2015
Date

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 05/19/2015

PID 94494

**PARCEL 11-WD2
WAR-48-8.80
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 1, Town 4, Range 3, in The Village of South Lebanon, Union Township, Warren County, State of Ohio, and being part of a 2.454 acre parcel of land as conveyed to JAMES F. COOPER AND RUTH M. COOPER by instrument as recorded in OR 345, P 58 and as shown on survey record SR 59 P 74 and SR 77 P 5 of the Official Records of said county and being more particularly bounded and described, with Stations and offsets referenced to the proposed centerline of Mason Morrow Millgrove Road (C.R. 38) as shown on the "WAR-48-8.80 Centerline Plat" as recorded in Plat Book 89 Pages 74 to 77, as follows:

Beginning for reference at a rail road spike found at the intersection of the existing centerlines of Mason Morrow Millgrove Road (C.R. 38) and Turtle Creek Road (C.R. 72), 2.22 feet right of Station 42+52.97, said railroad spike being the TRUE POINT OF BEGINNING for Parcel 11-WD2;

Thence with the existing centerline of Mason Morrow Millgrove Road, the north line of said 2.454 acre parcel and the south line of a 69.986 acre parcel of land as conveyed to OEDER & SONS GARAGE, INCORPORATED, AN OHIO CORPORATION by instrument OR 434 P 613 of the Official records of said county, North 71° 28' 18" East 277.90 feet to a PK nail set at the northeast corner of said 2.454 acre parcel and the northwest corner of a 1.213 acre parcel of land as conveyed to James F. Cooper and Ruth M. Cooper by instrument as recorded in OR 277 P 502 of said county, 10.76 feet left of Station 45+31.26;

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PARCEL 11-WD2 cont'd

Thence with the west line of said 1.213 acre parcel and the east line of said 2.454 acre parcel South 18° 31' 00" East, passing the existing south right of way easement line of Mason Morrow Millgrove Road at 30.00 feet, for a total distance of 44.27 feet to an Iron pin set in the new south right of way line of Mason Morrow Millgrove Road, 33.51 feet right of Station 45+30.64;

Thence with said new south right of way line through said 2.454 acre parcel South 74° 14' 02" West 183.24 feet to an iron pin set 29.37 feet right of Station 43+49.88;

Thence continuing along said new south right of way line through said parcel South 80° 41' 04" West 33.97 feet to an iron pin set on the existing south highway easement line of Mason Morrow Millgrove Road, 26.37 feet right of Station 43+16.45;

Thence with said existing highway easement line South 71° 28' 18" West 117.19 feet to an iron pin set in the west line of said 2.454 acre parcel and the northeast line of a 42.789 acre parcel of land as conveyed to LEBANON MASON, LLC AN OHIO LIMITED LIABILITY COMPANY, 38.62 feet right of Station 42+01.52;

Thence with the west line of said 2.454 acre parcel and the northeast line of said 42.789 acre parcel North 32° 52' 55" West 30.97 feet to a PK nail set in the centerline of Mason Morrow Millgrove Road at the northwest corner of said 2.353 acre parcel and the northeast corner of said 42.789 acre parcel, 9.89 feet right of Station 41+90.07;

Thence with said centerline and the north line of said 2.454 acre parcel North 71° 28' 18" East 63.53 feet to the TRUE POINT OF BEGINNING, containing 0.2760 acres (12022 SF), more or less, subject to all legal easements and restrictions of record.

Said parcel being shown on Survey Record 142 page 23, Warren County Engineer's Office.

This description is based upon a field survey performed by G. J. Berding Surveying, Inc. under the direction of Gerard J. Berding, Registered Surveyor Number 6880 in 2007 with bearings based on Ohio State Plane Coordinates, South Zone, NAD83 (1996), by GPS utilizing ODOT VRS and conventional surveying.

This description was prepared by LJB Inc. under the direction of Andrew J. Shahan, Registered Surveyor Number 8378.

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PARCEL 11-WD2 cont'd

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 8378 - LJB INC" or "ODOT - PS 8378 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 345, P 58, Warren County Recorder's Office.

0.2760 acres of the above described area is contained within Warren County Auditor's Permanent Parcel Number (SIDWELL) 12-01-103-004, of which the present road right of way occupies 0.2325 acres, more or less.

Prepared by
LJB Inc.



By: Andrew J. Shahan
Andrew J. Shahan, Ohio PS No. 8378

5/20/2015
Date

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____

**A RESOLUTION APPROVING OF AND AUTHORIZING THE FISCAL OFFICER
TO SUBMIT THE [INTERIM] TAX BUDGET FOR FY2017 TO THE COUNTY
AUDITOR, AND DECLARING AN EMERGENCY**

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

WHEREAS, the Fiscal Officer has prepared the FY2017 [interim] tax budget for the Village, and provided a copy to the Council; and,

WHEREAS, immediate action is required for the Village's FY 2017 [interim] Tax Budget to be timely submitted to the County Auditor in order for the Village to fund its FY2017 operations, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village 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 Fiscal Officer for FY2017.

Section 2. That the Council does authorize the Fiscal Officer to submit the [interim] Tax Budget for FY2017 to the County Auditor.

Section 3. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That this Resolution is hereby declared to be an emergency measure in accordance with 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 6. 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 7th day of July, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

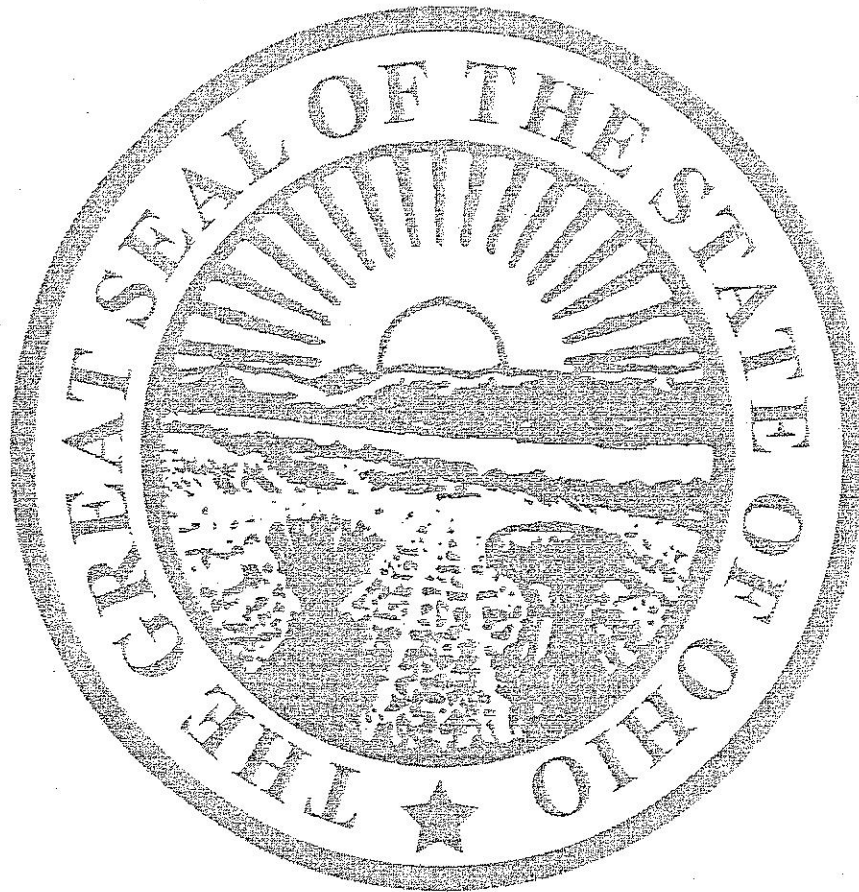
Rules Suspended: 07/07/2016 (if applicable)	Effective Date – 07/07/2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 7/7/2016

CITY / VILLAGE TAX BUDGET



Instructions and Tax Budget Form

City or
Village of South Lebanon
Warren County, Ohio
(Date) June 1, 2016
Year

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R. C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:

The following Budget year beginning January 1, 2017, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.
Year

Signed

Sharon L. Landon

Title

Fiscal Officer

SCHEDULE A

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

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/ Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate of Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
GENERAL FUND					
PROPRIETARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
FIDUCIARY FUNDS	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
TOTAL ALL FUNDS					

FUND NAME: GENERAL FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL — GENERAL

EXHIBIT I

This Exhibit is to be used for the General Fund Only

DESCRIPTION (1)	For <u>2014</u> Year Actual (2)	For <u>2015</u> Year Actual (3)	Current Year Estimated for <u>2016</u> Year (4)	Budget Year Estimated for <u>2017</u> Year (5)
REVENUES				
Local Taxes				
General Property Tax — Real Estate	123,509	536,914	520,000	550,000
Tangible Personal Property Tax				
Municipal Income Tax	1,056,573	1,177,143	1,215,000	1,220,000
Other Local Taxes				
Total Local Taxes	1,180,082	1,714,057	1,735,000	1,770,000
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	27,194	32,117	27,950	30,000
Estate Tax	0	0	0	0
Cigarette Tax	73	101	101	101
License Tax				
Liquor and Beer Permits	448	720	720	720
Gasoline Tax				
Library and Local Government Support Fund				
Property Tax Allocation				
Other State Shared Taxes and Permits				
Total State Shared Taxes and Permits	27,715	32,938	28,771	30,821
Federal Grants or Aid				
State Grants or Aid				
Other Grants or Aid				
Total Intergovernmental Revenues				
Special Assessments				
Charges for Services				
Fines, Licenses, and Permits	96,591	91,461	120,600	150,000
Miscellaneous	160,765	214,051	223,879	250,000
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers				
Advances				
Other Sources				
TOTAL REVENUE	1,465,157	2,052,507	2,088,250	2,200,821

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL — GENERAL

EXHIBIT I

This Exhibit is to be used for the General Fund Only

DESCRIPTION (1)	For <u>2014</u> Year Actual (2)	For <u>2015</u> Year Actual (3)	Current Year Estimated for <u>2016</u> Year (4)	Budget Year Estimated for <u>2017</u> Year (5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	458,654	489,357	522,448	550,000
Travel Transportation	51,526	87,268	40,000	50,000
Contractual Services	17,552	15,889	12,000	14,000
Supplies and Materials	5,571	46,137	6,000	15,000
Capital Outlay				
Total Security of Persons and Property	533,363	638,651	580,448	629,000
Public Health Services				
Personal Services				
Travel Transportation				
Contractual Services	1,600	2,957	5,000	5,000
Supplies and Materials				
Capital Outlay				
Total Public Health Services	1,600	2,957	5,000	5,000
Leisure Time Activities				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials	659	6,409	20,000	30,000
Capital Outlay				
Total Leisure Time Activities	659	6,409	20,000	30,000
Community Environment				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Community Environment				
Basic Utility Services				
Personal Services				
Travel Transportation				
Contractual Services <i>Street Lighting</i>	35,598	40,000	40,000	45,000
Supplies and Materials				
Capital Outlay				
Total Basic Utility Services	35,598	40,000	40,000	45,000

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL — GENERAL

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 EXHIBIT I

This Exhibit is to be used for the General Fund Only

DESCRIPTION (1)	For 2015 Year Actual (2)	For 2015 Year Actual (3)	Current Year Estimated for 2016 Year (4)	Budget Year Estimated for 2017 Year (5)
Transportation				
Personal Services				
Travel Transportation				
Contractual Services				
Supplies and Materials				
Capital Outlay				
Total Transportations				
General Government				
Personal Services	396,996	398,428	367,729	378,761
Travel Transportation	3,600	3,180	3,600	3,600
Contractual Services	247,279	57,424	248,166	255,611
Supplies and Materials	66,658	232,009	220,000	225,000
Capital Outlay	52,483	506,446	300,000	350,000
Total General Government	767,016	1,197,547	1,139,495	1,212,972
Debt Service				
Redemption of Principal				
Interest				
Other Debt Service				
Total Debt Service				
Other Uses of Funds				
Transfers				
Advances				
Contingencies				
Other Uses of Funds Tax Refunds	21,451	16,806	16,000	20,000
Total Other Uses of Funds	21,451	16,806	16,000	20,000
TOTAL EXPENDITURES	1,359,687	1,902,370	1,800,943	1,941,972
Revenues over/(under) Expenditures	105,470	150,137	287,307	258,849
Beginning Unencumbered Balance	*1,806,748	*2,017,688	2,167,825	2,455,132
Ending Cash Fund Balance	2,017,688	2,167,825	2,455,132	2,713,981
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance	2,017,688	2,167,825	2,455,132	2,713,981

*Use Cash Balance

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 11/17	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/17
				Personal Services	Other	Total	
GOVERNMENTAL: SPECIAL SERVICE: Street	XXXXXXXXXXXX XXXXXXXXXXXX 150,000	XXXXXXXXXXXX XXXXXXXXXXXX 280,000	XXXXXXXXXXXX XXXXXXXXXXXX 430,000	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX 300,000	XXXXXXXXXXXX XXXXXXXXXXXX 300,000	XXXXXXXXXXXX XXXXXXXXXXXX 130,000
Shepherd's Crossing Improv.	21,880		21,880		65,000	65,000	21,880
Permissive	60,000	30,000	90,000				25,000
Homesite Improvement	33,243		33,243				33,243
Community Center	10,000		10,000				10,000
Park	2,000	10,000	12,000		7,000	7,000	5,000
DUT	1,575	50	1,625				1,625
Mayor's Court Special Projects	7,000	800	7,800		2,000	2,000	5,800
TIF Fund	1,000	800,000	801,000		800,000	800,000	1,000
Indiana's Alcohol Monitoring	1,752		1,752				1,752
Village Police Street/Serve Bond	16,195		16,195				16,195
Uncollected Funds	233	150	383				383
TOTAL SPECIAL REVENUE FUNDS	304,873	1,121,000	1,425,878		1,174,000	1,174,000	251,878
DEBT SERVICE FUNDS	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
TOTAL CAPITAL PROJECTS							

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/17	Budget Year Estimated Receipt	Total Available For Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/17
				Personal Services	Other	Total	
PROPRIETARY: ENTERPRISE FUNDS	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX
Water	500,000	585,690	1,085,690		645,782	645,782	439,908
Sewer	2,000,000	739,000	2,739,000		682,000	682,000	2,057,000
Sanitation	40,000	240,000	280,000		245,000	245,000	35,000
Deposit Trust	25,692	2000	87,692		8,000	8,000	79,692
Utility Maint / Reserve	115,935	461	116,396				116,396
TOTAL ENTERPRISE FUNDS	2,741,627	1,567,151	4,308,778		1,580,782	1,580,782	2,727,996
INTERNAL SERVICE FUNDS	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
TOTAL INTERNAL SERVICE FUNDS							
FIDUCIARY: TRUST AND AGENCY FUNDS	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX
TOTAL TRUST AND AGENCY FUNDS							
TOTAL FOR MEMORANDUM ONLY	3,046,500	2,688,151	5,734,656		2,754,782	2,754,782	2,979,874

COUNCIL AGENDA



**Village Council Workshop Meeting
7:00 P.M. Thursday, July 7, 2016
Village Administration Building
99 High Street
South Lebanon, Ohio 45065**

	Agenda Item
1.	Call to Order
2.	Roll Call
3.	Pledge of Allegiance
4.	Guest Speakers A. None
5.	Open Forum
6.	Village Administrator Reports (non-legislative)
7.	New Business A. None
8.	Old Business A. None
9.	Committee Reports and Communications
10.	Solicitor's Comments
11.	Warren County Sheriff's Department Comments
12.	Council Member's Comments
13.	Mayor's Comments
14.	Adjournment

Members of the public may address Council during the Open Forum segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks Council may comment or ask questions at that time. The Mayor may at his or her discretion restrict duplicate testimony on a particular subject.

The next Village Council Workshop Meeting will be on Thursday, August 4, 2016 at approximately 7:00 PM.