

**AGENDA  
REGULAR MEETING OF CITY COUNCIL  
MARCH 2, 2023, at 6:00 P.M.**

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen  
Linda Burke  
Brenda Combs

Maryan Harrison  
Bill Madison  
Rolin Spicer

3. Pledge of Allegiance

4. Guests:                Bryan Corcoran

5. Floor open to the public

6. New Business:    Emergency Resolution 2023-11, authorizing an agreement with Sweeping Corp. of America (SCA) for street sweeping services in 2023

Emergency Resolution 2023-12, authorizing amendment #2 to the agreement with McGill Smith Punshon (MSP) for the Mason-Morrow-Millgrove Waterline Extension project

Emergency Ordinance 2023-05, approval for the City to vacate a portion of Mulberry Street in the right-of-way

Ordinance 2023-06, First Reading, approval for the City to vacate a portion of an alley from Cavolts' addition to Deerfield

Authorization of Invoices

Approval of Meeting Minutes:

Regular Meeting – February 16, 2023

7. Old Business:

8. Communications and reports from City Officials and Committees:

- |                        |                    |
|------------------------|--------------------|
| a. Mayor               | e. Solicitor       |
| b. Fiscal Officer      | f. Sergeant        |
| c. Administrator       | g. Council Members |
| d. Asst. Administrator |                    |

9. Executive Session

10. Adjournment



**City of South Lebanon**  
**10 N. High Street, South Lebanon, Ohio 45065**  
**513-494-2296 fax: 513-494-1656**  
**[www.southlebanonohio.org](http://www.southlebanonohio.org)**

## **MEMORANDUM**

**To:** Mayor & City Council  
**CC:** Tina Williams, Fiscal Officer  
**From:** Jeff Boylan, Assistant Administrator  
**Date:** Street Sweeping Contract  
**Subject:** February 23, 2023

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This memorandum accompanies a resolution authorizing the Mayor and Fiscal Officer to sign a contract with Sweeping Corp of America (SCA) to perform the street sweeping in the City in 2023.

Each year the City solicits proposals for its street sweeping program. The program typically consists of an initial spring cleanup in May followed by six monthly street sweepings between June and November. The sweeping is limited to streets with curbs or curb and gutter only. The City's Public Works employees provide assistance at the City's cost to load and haul away the debris collected by the street sweeper and installing "No Parking" signs.

City staff solicited street sweeping proposals for the 2023 season from Sweeping Corp of America and DSS Sweeping Service. DSS Sweeping Service did not provide a bid this year. Below is the pricing from Sweeping Corp of America:

	<u>SCA</u>
Initial Spring Cleanup	\$1,771.70
(6) Monthly Sweeps	<u>\$1,771.70 each</u>
Total	\$12,401.90

Funds were budgeted for 2023 for street sweeping in the Street Fund. Using the bid prices from SCA, the total cost of the street sweeping in 2023, excluding the cost of work performed by the City Public Works Department, is \$12,401.90.

### **Recommendation**

Staff recommends adopting the Resolution, by emergency, authorizing the execution of a contract with SCA to provide the City street sweeping services in 2023 to allow for the street sweeping to commence in May, 2023.

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2023-11**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO  
ENTER INTO AN AGREEMENT WITH SWEEPING CORP OF AMERICA TO  
PROVIDE STREET SWEEPING SERVICES IN 2023, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the City has solicited proposals for street sweeping services throughout the City in 2023; and,

**WHEREAS**, Sweeping Corp of America (SCA) was recommended by staff as the only contractor who submitted a bid for this year's street sweeping; and,

**WHEREAS**, funds are available in the City's 2023 budget for street sweeping services; and,

**WHEREAS**, immediate action is required to assure street sweeping can begin in May, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Sweeping Corp of America to provide an initial street sweeping and six (6) additional monthly street sweepings in 2023.

**Section 2.** That the street sweeping shall be limited to streets with curb and curb and gutter only.

**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 \_\_\_\_\_ day of March 2023.

Attest: \_\_\_\_\_  
Tina Williams, Fiscal Officer

\_\_\_\_\_  
James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER  
CITY SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2023

## **AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and SCA of OH, LLC, organized under the laws of the State of Delaware as a Corporation, whose address is 10136 Mosteller Lane, West Chester, OH 45070 (the "Company").

The City desires to engage the Company to render services as described herein.

The City and the Company, in consideration of their mutual covenants herein agree, in respect of the performance of services by the Company and the payment for those services by the City, to the following terms, conditions and obligations.

### **SECTION 1 - BASIC SERVICES OF COMPANY**

- 1.1 The Company shall perform Basic Services ("the Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit 1.

### **SECTION 2 - ADDITIONAL SERVICES OF COMPANY**

- 2.1 If authorized in writing by the City and the Company, the Company shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services.

### **SECTION 3 – THE CITY’S RESPONSIBILITIES**

The City shall:

- 3.1. Provide all criteria and full information for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist the Company by providing all available information pertinent to the Services in the possession of the City including any previous reports and any other data relative to the Services.
- 3.3. Furnish Company, as required for performance of the Services, data prepared by or services of others, as applicable.
- 3.4. Arrange for access to and make all provisions for the Company to enter upon public and private property as required for Company to perform the scope of services.
- 3.5. Provide such accounting, insurance counseling and such legal services as may be required for the Services, such legal services as the City and the Company may require or the Company may reasonably request with regard to legal issues pertaining to the Services.

- 3.6. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Company's services.
- 3.7. Give prompt written notice to the Company whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Services, or any defect in the work of any third party.
- 3.8. Furnish, or direct the Company to provide, upon approval of the City, necessary Additional Services as stipulated in accordance with Section 2 of this Agreement or other services as required.
- 3.9. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for the Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services.
- 4.2. Upon receipt of a fully executed Agreement from the City, Company shall proceed with the performance of the Services called for in Exhibit 1.
- 4.3. The Services shall commence in May and be completed in November. Precise dates for performance of the Services shall be determined by the City.
- 4.4. If the City has requested significant modifications or changes in the extent of the Services, the time of performance of the Services and the rates of compensation shall be adjusted appropriately, upon approval of the City and the Company of a written Schedule and price.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services and Expenses of Company**

- 5.1.1. For Services. The City shall pay the Company for Services rendered under Section 1 as follows:

The Company agrees to provide the Services set forth in Exhibit 1 attached hereto to the City as follows:

Initial Spring Clean Up	\$ 1,771.70
Six (6) Monthly Sweeps @ /each	\$ 1,771.70
TOTAL COST OF SERVICES	\$ 12,401.90

- 5.1.2 For Additional Services. The City shall pay the Company for Additional Services rendered based on the hourly rates for Services as follows:

Additional sweeping due to excessive leaves \$ 180 per hour

**5.2 Times of Payments.**

5.2.1. The Company shall submit itemized statements for Basic and Additional Services rendered. The City shall make prompt payments in response to the Company's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the City Council's regularly scheduled Council Meeting on the 3<sup>rd</sup> Thursday of each month.

**5.3 Other Provisions Concerning Payments.**

5.3.1. If the City fails to make any payment due the Company for the Services within forty-five (45) days after receipt of Company's itemized statement therefore, the amounts due the Company shall include a charge at the rate of 1% per month from said 45th day, and in addition, the Company may, after giving seven (7) days written notice to the City, suspend the Services under this Agreement until the Company has been paid in full all amounts due for the Services.

5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Services, progress payments due the Company for the Services satisfactorily rendered through such phase shall constitute total payment for such Services.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1 Termination.**

The obligation to provide the Services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

**6.2 Controlling Law and 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.

**6.3 Successors and Assigns.**

6.3.1 The City and the Company each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.3.2 Neither the City nor the Company shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Company from employing such independent consultants, associates and subcontractors, as the Company may deem appropriate to assist the Company in the performance of the Services hereunder.

6.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and the Company.

#### **6.4 Modification or Amendment**

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

#### **6.5 Construction**

Should any portion of this Agreement 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.

#### **6.6 Waiver**

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

#### **6.7 Relationship of Parties**

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

#### **6.8 Parties**

Whenever the terms "the City" and "the Company" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of the City and the Company.

#### **6.9 Headings**

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

#### **6.10 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:



TO: The City of South Lebanon, Ohio  
Attn. Village Administrator  
10 N. High Street  
South Lebanon, OH 45065

Company:

## 6.11 Insurance

The Company shall carry comprehensive general and professional liability insurance, with no interruption of coverage during the entire term of this Agreement. The Company further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Company shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. The Company shall provide the City with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the City. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the City in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Company shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for the Company;

(f) The Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) The Company shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and

shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions, if any:**

7.1.1 None.

**7.2. The following Exhibit is attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – DISPUTE RESOLUTION**

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.3 herein.

## **SECTION 9 – FORCE MAJEURE EVENT**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the Services is caused by) natural disaster, action or decrees of governmental bodies (hereinafter referred to as a "Force Majeure Event"), the party who has been so effected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under the Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement.

## **SECTION 10 – ENTIRE AGREEMENT**

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the City and the Company, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

## **SECTION 11 – INDEMNIFICATION**

The Company will indemnify and save the City harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the City's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by the Company, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of the Company, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement.

**SECTION 11 – EXECUTION**

**COMPANY:**

**IN EXECUTION WHEREOF**, SCA of OH, LLC, the Company herein, has caused this Agreement to be executed on the date stated below by Erin Quinn, whose title is Secretary, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: 

PRINTED NAME: Erin Quinn

TITLE: Secretary

DATE: 2/20/2023

**CITY:**

**IN EXECUTION WHEREOF**, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Tina Williams

TITLE: Fiscal Officer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

ANDREW MEIER  
CITY SOLICITOR  
CITY OF SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: \_\_\_\_\_



City of South Lebanon  
10 N. High Street, South Lebanon, Ohio 45065  
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fax: 513-494-1656  
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## MEMORANDUM

**To:** Mayor & City Council

**CC:** Andrew Meier, City Solicitor  
Tina Williams, Fiscal Officer

**From:** Jerry Haddix, City Administrator

**Date:** February 28, 2023

**Subject:** MSP M-M-M Road Waterline Amendment #2 Resolution

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Due to not being able to obtain an easement for the waterline on the south side of Mason-Morrow-Millgrove Road, we've had to try different alternatives including installing it in the roadway. We have now determined that the installation of a new GCWW master meter on the east side of the bike trail. The amendment will cover the expenses of the master meter & design in the roadway.

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

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2023-12**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE AMENDMENT #2 TO AGREEMENT WITH MCGILL  
SMITH PUNSHON INC. FOR THE MASON-MORROW-MILLGROVE ROAD  
WATERLINE EXTENSION PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, on January 21<sup>st</sup>, 2021, the then-Village Council passed Resolution No. 2021-3 and entered into an agreement with McGill Smith Punshon Inc. ("Engineer") for the design of the Mason-Morrow-Millgrove Road Waterline Extension Project in the amount of \$46,650.00; and,

**WHEREAS**, on March 3<sup>rd</sup>, 2022, the City Council passed Resolution No. 2022-08 and approved Amendment #1 to the Agreement with McGill Smith Punshon Inc. ("Engineer") for the additional field location and design work on the Mason-Morrow-Millgrove Road Waterline Extension Project in the amount not to exceed \$50,050.00; and,

**WHEREAS**, the initial scope of the Project was to design a waterline extension from Sutton Drive along Mason-Morrow-Millgrove Road west to the City boundary; and,

**WHEREAS**, the inability to acquire easements and high cost of constructing the waterline in the roadway has made a connection to the Greater Cincinnati Water Works water main the more feasible option to complete this Project; and

**WHEREAS**, the Engineer has submitted a proposal for additional field location and design which will result in a not to exceed cost of \$77,050.00 which is a net increase of \$27,000.00 from the original contract price; and,

**WHEREAS**, immediate action is required to approve said amendment to ensure the design for the Project is expedited to allow for construction this year and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** Approve Amendment #2 with McGill Smith Punshon Inc., a copy of which is attached hereto, and further authorize the Mayor and Fiscal Officer to execute an Amendment on behalf of the City.

**Resolution 2023-12**

**Page 2**

**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.

Adopted this 2<sup>nd</sup> day of March, 2023.

Attest: \_\_\_\_\_  
Petrina D. Williams, Fiscal Officer/Clerk      James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

**Resolution 2023-12**

**Page 3**

Prepared by and approved as to form:

ANDREW P.MEIER  
CITY SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: 3/2/2023

## ADDENDUM TO THE CONTRACT

Addendum No.: 2

Date of Addendum: January 31, 2023

Original Contract: Mason Morrow Milgrove Road

Original Contract Date: November 25, 2020

Project Number: 06308.19

The following services requested by the CLIENT are in addition to the services as described in the base agreement for services as described above.

**1. Services to be Provided:**

- 1.1. Redesign of project into roadway based on City's direction.
- 1.2. Addition of Greater Cincinnati Waterworks Master Meter design and tie into system.

**2. Compensation**

- 2.1. Fees for services as described above:

2.1.1. Twenty-seven thousand dollars (\$27,000.00).

- 3. The above-described additional services and fees in this addendum are part of the original contract for professional services as described above. All conditions of the original contract shall apply in full to conditions of this addendum unless specifically designated otherwise.

McGill Smith Punshon, Inc.

City of South Lebanon

CLIENT

By: 

By: \_\_\_\_\_

Title: Executive Vice President

Title: James D. Smith, Mayor

Date: January 31, 2023  
06308193-CLI-ADM-Change Order 2

Date: \_\_\_\_\_

Approved as to form:  
ANDREW P. MEIER  
CITY SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_\_





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## MEMORANDUM

**To:** Mayor & City Council

**CC:** Andrew Meier, City Solicitor  
Tina Williams, Fiscal Officer

**From:** Jerry Haddix, City Administrator

**Date:** February 28, 2023

**Subject:** Mulberry & Cavolts' Addition Vacation Ordinance

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Attached are two (2) ordinances to approve two (2) vacations along McKinley Street. The Mulberry Street vacation needs to be passed as an emergency. 190 McKinley St. was sold last year and the title company has not been able to transfer the property to the buyer. The Cavolts' Addition vacation is the small alley between 181 & 185 McKinley St.

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

**CITY OF SOUTH LEBANON, OHIO**  
**ORDINANCE NO. 2023-05**

**AN ORDINANCE VACATING A PORTION OF MULBERRY STREET, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, per Mary Ellen Survey Plat in Book 5 , Page 188 of the Warren County Engineer's Office Survey Records, a section of Mulberry Street forty (40) feet wide was created on the east side of Mary Ellen Street, known as Main Street in 1902; and

**WHEREAS**, subsequently, lots were created on McKinley Street in this area and this section of right-of-way was never vacated by the then-Village of South Lebanon; and,

**WHEREAS**, the Warren County Map Room is now requiring the area of right-of-way to be vacated prior to any transfer of title of the affected properties, and,

**WHEREAS**, immediate action is required to allow the affected to transfer or sell their property(ies) and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

**Section 1.** The City hereby vacates that portion of Mulberry Street as described in the attached Exhibits A, B, C, D, E and F, and that by reason of such vacation, the land contained within the boundaries thereof shall revert to and belong to the abutting property owners in accordance with the attached map of said properties.

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

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

**Section 4.** That this Ordinance 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 Ordinance shall be in full force and effective immediately upon its passage.

**Ordinance 2023-05    Vacation of Mulberry Street**  
**Page 2**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Petrina D. Williams, Fiscal Officer/Clerk                      James D. Smith, Mayor

Rules Suspended:    /    /2023    (if applicable)	Effective Date –    /    /2023
Vote - ____ Yeas ____ Nays	
First Reading –    /    /2023	Effective Date –    /    /2023
Second Reading –    /    /2023	
Third Reading–    /    /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER  
CITY SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ /2023

OWNER:

CITY OF SOUTH LEBANON  
10 NORTH HIGH STREET  
SOUTH LEBANON, OHIO 45065

RECIPIENT OWNERS:

KARIN MONIKA TRITT  
186 MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065

KARIN MONIKA TRITT, OWNER OF PART OF LOTS  
11 AND 16 SHOWN HEREON, RECEIVES THE  
0.0400 ACRE TRACT IN ITS ENTIRETY.

MATTHEW SCOTT CENTERS AND GARNETT CENTERS  
190 MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065

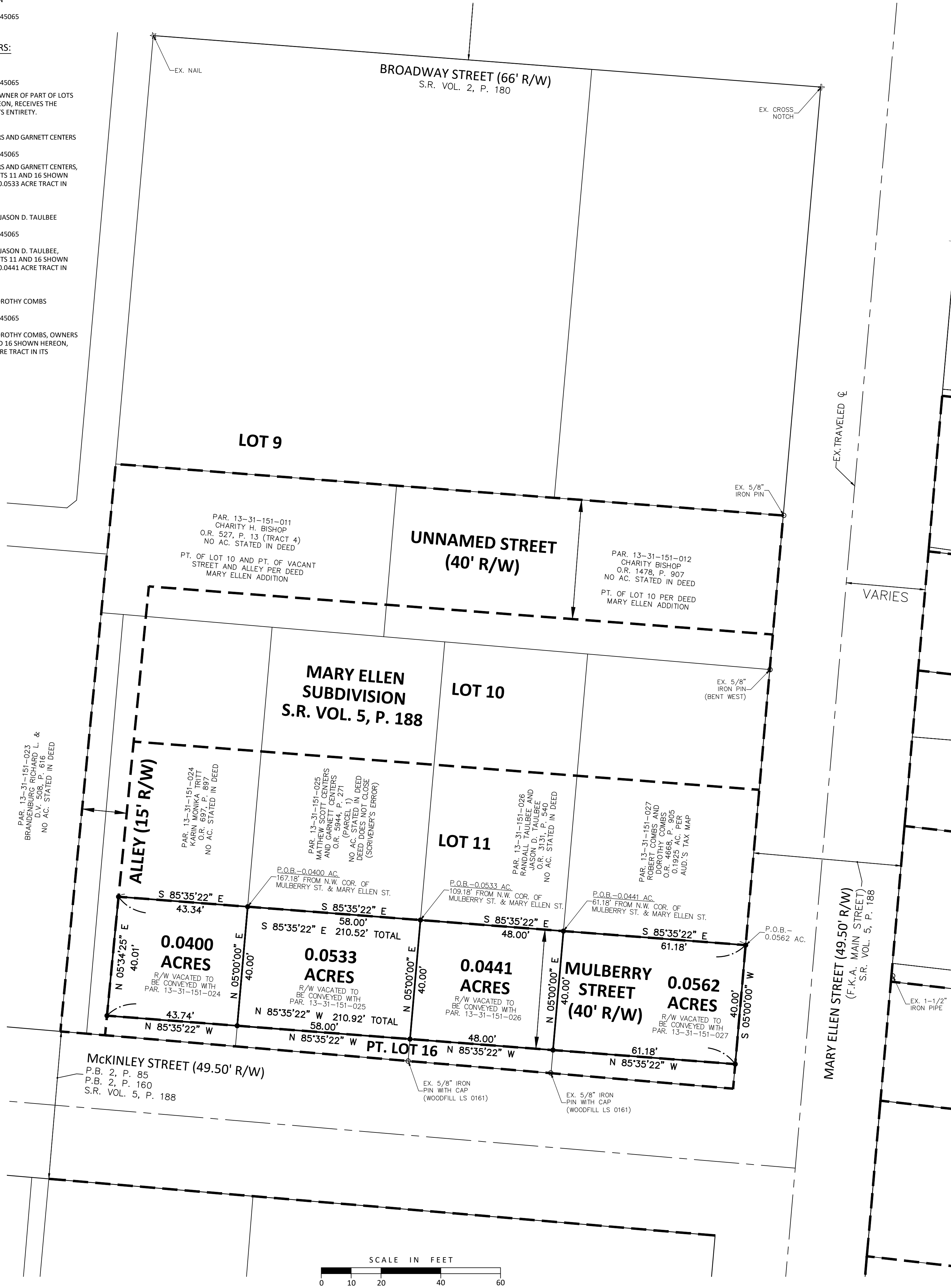
MATTHEW SCOTT CENTERS AND GARNETT CENTERS,  
OWNERS OF PART OF LOTS 11 AND 16 SHOWN  
HEREON, RECEIVES THE 0.0533 ACRE TRACT IN  
ITS ENTIRETY.

RANDALL TAULBEE AND JASON D. TAULBEE  
MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065

RANDALL TAULBEE AND JASON D. TAULBEE,  
OWNERS OF PART OF LOTS 11 AND 16 SHOWN  
HEREON, RECEIVES THE 0.0441 ACRE TRACT IN  
ITS ENTIRETY.

ROBERT COMBS AND DOROTHY COMBS  
198 MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065

ROBERT COMBS AND DOROTHY COMBS, OWNERS  
OF PART OF LOTS 11 AND 16 SHOWN HEREON,  
RECEIVES THE 0.0562 ACRE TRACT IN ITS  
ENTIRETY.



LEGEND  
MONUMENTS  
(UNLESS NOTED OTHERWISE)  
○ EX. 5/8" IRON PIN  
⊕ EX. SPIKE  
⊕ EX. NOTCH  
☆ EX. NAIL  
△ EX. STONE  
□ EX. CONC. MON.  
— X — EX. FENCE LINE  
● 5/8" IRON PIN SET  
⊙ 1" IRON PIN SET  
⊕ SPIKE SET  
⊕ NOTCH SET  
★ NAIL SET  
■ CONC. MON. SET

COMBS CLOSURE SUMMARY

Precision, 1 part in: 202360000.00'  
Error distance: 0.00'  
Error direction: N00°00'00"E  
Area: 0.0562 acres  
Square area: 2447.070  
Perimeter: 202.36'  
Point of Beginning  
Easting: 10060.3892'  
Northing: 5952.8969'  
Side 1: Line  
Direction: S05°00'00"W  
Distance: 40.00'  
Easting: 10056.9030'  
Northing: 5913.0491'  
Side 2: Line  
Direction: N85°35'22"W  
Distance: 61.18'  
Easting: 9995.9042'  
Northing: 5917.7540'  
Side 3: Line  
Direction: N05°00'00"E  
Distance: 40.00'  
Easting: 9999.3904'  
Northing: 5957.6018'  
Side 4: Line  
Direction: S85°35'22"E  
Distance: 61.18'  
Easting: 10060.3892'  
Northing: 5952.8969'

CENTERS CLOSURE SUMMARY

Precision, 1 part in: 196000000.00'  
Error distance: 0.00'  
Error direction: N00°00'00"E  
Area: 0.0533 acres  
Square area: 2319.877  
Perimeter: 196.00'  
Point of Beginning  
Easting: 9951.5302'  
Northing: 5961.2935'  
Side 1: Line  
Direction: S05°00'00"W  
Distance: 40.00'  
Easting: 9948.0439'  
Northing: 5921.4457'  
Side 2: Line  
Direction: N85°35'22"W  
Distance: 58.00'  
Easting: 9890.2157'  
Northing: 5925.9060'  
Side 3: Line  
Direction: N05°00'00"E  
Distance: 40.00'  
Easting: 9893.7019'  
Northing: 5965.7538'  
Side 4: Line  
Direction: S85°35'22"E  
Distance: 58.00'  
Easting: 9951.5302'  
Northing: 5961.2935'

TAULBEE CLOSURE SUMMARY

Precision, 1 part in: 176000000.00'  
Error distance: 0.00'  
Error direction: N00°00'00"E  
Area: 0.0441 acres  
Square area: 1919.898  
Perimeter: 176.00'  
Point of Beginning  
Easting: 9999.3904'  
Northing: 5957.6019'  
Side 1: Line  
Direction: S05°00'00"W  
Distance: 40.00'  
Easting: 9995.9042'  
Northing: 5917.7541'  
Side 2: Line  
Direction: N85°35'22"W  
Distance: 48.00'  
Easting: 9948.0463'  
Northing: 5921.4454'  
Side 3: Line  
Direction: N05°00'00"E  
Distance: 40.00'  
Easting: 9951.5326'  
Northing: 5961.2932'  
Side 4: Line  
Direction: S85°35'22"E  
Distance: 48.00'  
Easting: 9999.3904'  
Northing: 5957.6019'

TRITT CLOSURE SUMMARY

Precision, 1 part in: 42606.82'  
Error distance: 0.00'  
Error direction: N 13°22'03" E  
Area: 0.0400 acres  
Square area: 1741.665  
Perimeter: 167.09'  
Point of Beginning  
Easting: 9893.6991'  
Northing: 5965.7541'  
Side 1: Line  
Direction: S05°00'00"W  
Distance: 40.00'  
Easting: 9890.2128'  
Northing: 5925.9063'  
Side 2: Line  
Direction: N85°35'22"W  
Distance: 43.74'  
Easting: 9846.6024'  
Northing: 5929.2701'  
Side 3: Line  
Direction: N05°34'25"E  
Distance: 40.01'  
Easting: 9850.4883'  
Northing: 5969.0909'  
Side 4: Line  
Direction: S85°35'22"E  
Distance: 43.34'  
Easting: 9893.7000'  
Northing: 5965.7579'

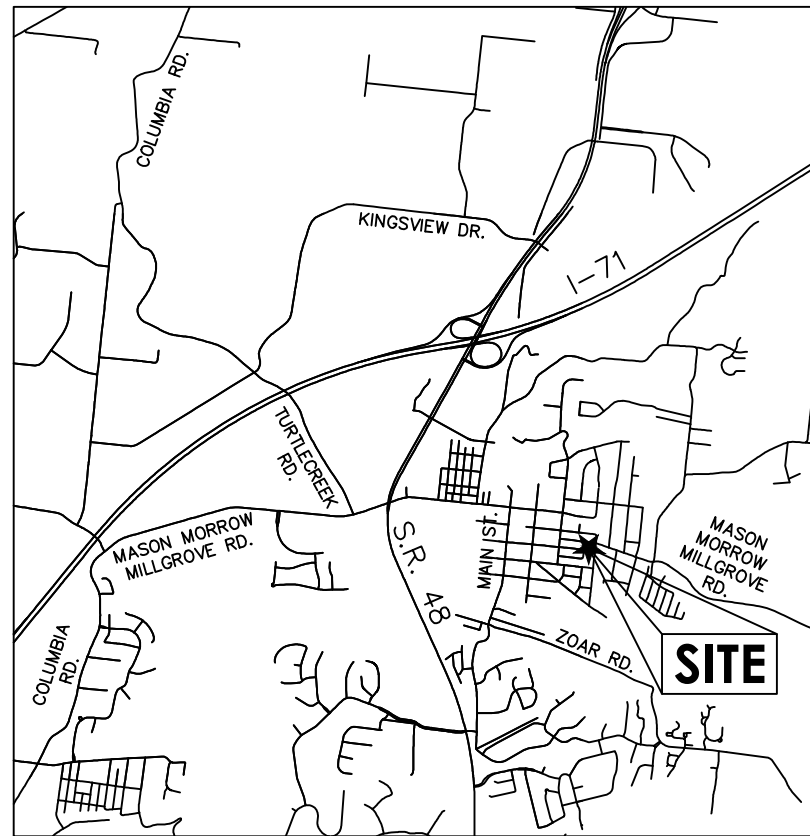
CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND  
COMPLETE SURVEY MADE UNDER MY SUPERVISION ON  
THE 31ST OF OCTOBER, 2022 AND THAT ALL MONUMENTS  
AND LOT CORNER PINS WILL BE SET AS SHOWN.

*Richard D. Nichols* 1/20/23  
RICHARD D. NICHOLS, P.S. DATE  
OHIO REGISTRATION NO. 7929



Exhibit "A"



COUNTY RECORDER:

FILE NO. \_\_\_\_\_  
RECEIVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ A.M./P.M.  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ A.M./P.M.  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_, PAGE \_\_\_\_\_  
FEE: \_\_\_\_\_  
BY: \_\_\_\_\_  
DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
BY: \_\_\_\_\_  
DEPUTY WARREN COUNTY AUDITOR

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON, OHIO PLANNING COMMISSION  
ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. \_\_\_\_\_  
ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

CLERK MAYOR

MULBERRY STREET VACATION

SITUATED IN SECTION 31, TOWN 5, RANGE 3  
BETWEEN THE MIAMIS, CITY OF SOUTH LEBANON  
UNION TOWNSHIP, WARREN COUNTY, OHIO

JANUARY 2023

BEING 0.1936 ACRES TOTAL  
OF MULBERRY STREET (40' R/W)  
OF MARY ELLEN SUBDIVISION AS SHOWN  
AND RECORDED IN S.R. VOL. 5, P. 188

Date 4 NOV 2022  
Scale 1"=20'  
Drawn By CMB Proj. Mgr. RDN  
Survey Database 0630818  
DWG 06308183-VAC-02  
X-Ref(s)  
Project Number 06308.18  
File No. 06308.18 Sheet No. 1/1





**DESCRIPTION FOR:** City of South Lebanon

**LOCATION:** Mary Ellen Subdivision  
Mulberry Street 40' R/W  
0.0400 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of Mulberry Street (40' right-of-way) of Mary Ellen Subdivision as shown and recorded in S.R. Vol. 5, P. 188 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the north right-of-way line of said Mulberry Street, lying North 85°35'22" West, along said right-of-way line, 167.18 feet from a set pin at the northwest corner of said Mulberry Street and Mary Ellen Street (49.5' right-of-way) as shown on said plat;

Thence, parallel with said Mary Ellen Street, South 05°00'00" West, 40.00 feet to the south right-of-way line of said Mulberry Street;

Thence along the south right-of-way line of said Mulberry Street, North 85°35'22" West, 43.74 feet to a set pin in the east right-of-way line of an alley (15' right-of-way) as shown on aforesaid plat;

Thence along the east right-of-way line of said alley, North 05°34'25" East, 40.01 feet to a set pin in the north right-of-way line of said Mulberry Street;

Thence with the north right-of-way line of said Mulberry Street, South 85°35'22" East, 43.34 feet to the point of beginning.

Containing 0.0400 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 4th of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 05°00'00" West as shown in Plat Vol. 142, Page 49, Records of Land Surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0400ac

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com

*Robert D. Nichols* 1/20/23



**DESCRIPTION FOR:** City of South Lebanon

**LOCATION:** Mary Ellen Subdivision  
Mulberry Street 40' R/W  
0.0441 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of Mulberry Street (40' right-of-way) of Mary Ellen Subdivision as shown and recorded in S.R. Vol. 5, P. 188 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the north right-of-way line of said Mulberry Street, lying North 85°35'22" West, along said right-of-way line, 61.18 feet from a set pin at the northwest corner of said Mulberry Street and Mary Ellen Street (49.5' right-of-way) as shown on said plat;

Thence, parallel with said Mary Ellen Street, South 05°00'00" West, 40.00 feet to the south right-of-way line of said Mulberry Street;

Thence along the south right-of-way line of said Mulberry Street, North 85°35'22" West, 48.00 feet to a set pin;

Thence parallel with aforesaid Mary Ellen Street, North 05°00'00" East, 40.00 feet to a set pin in the north right-of-way line of said Mulberry Street;

Thence with the north right-of-way line of said Mulberry Street, South 85°35'22" East, 48.00 feet to the point of beginning.

Containing 0.0441 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 4th of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 05°00'00" West as shown in Plat Vol. 142, Page 49, Records of Land Surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0441ac

 1/20/23  
McGill Smith Punshon, Inc.  
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



**DESCRIPTION FOR:** City of South Lebanon

**LOCATION:** Mary Ellen Subdivision  
Mulberry Street 40' R/W  
0.0533 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of Mulberry Street (40' right-of-way) of Mary Ellen Subdivision as shown and recorded in S.R. Vol. 5, P. 188 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the north right-of-way line of said Mulberry Street, lying North 85°35'22" West, along said right-of-way line, 109.18 feet from a set pin at the northwest corner of said Mulberry Street and Mary Ellen Street (49.5' right-of-way) as shown on said plat;

Thence, parallel with said Mary Ellen Street, South 05°00'00" West, 40.00 feet to the south right-of-way line of said Mulberry Street;

Thence along the south right-of-way line of said Mulberry Street, North 85°35'22" West, 58.00 feet to a set pin;

Thence parallel with aforesaid Mary Ellen Street, North 05°00'00" East, 40.00 feet to a set pin in the north right-of-way line of said Mulberry Street;

Thence with the north right-of-way line of said Mulberry Street, South 85°35'22" East, 58.00 feet to the point of beginning.

Containing 0.0533 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 4th of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 05°00'00" West as shown in Plat Vol. 142, Page 49, Records of Land Surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0533ac

*Richard D. Nichols* 1/20/23

McGill Smith Punshon, Inc.  
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



**DESCRIPTION FOR:****City of South Lebanon****LOCATION:**

**Mary Ellen Subdivision  
Mulberry Street 40' R/W  
0.0562 Acres**

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of Mulberry Street (40' right-of-way) of Mary Ellen Subdivision as shown and recorded in S.R. Vol. 5, P. 188 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") at the northwest corner of said Mulberry Street and Mary Ellen Street (49.5' right-of-way) as shown on said plat;

Thence, South 05°00'00" West, 40.00 feet to the southwest corner of said streets;

Thence along the south right-of-way line of said Mulberry Street, North 85°35'22" West, 61.18 feet to a set pin;

Thence parallel with said Mary Ellen Street, North 05°00'00" East, 40.00 feet to a set pin in the north right-of-way line of said Mulberry Street;

Thence with the north right-of-way line of said Mulberry Street, South 85°35'22" East, 61.18 feet to the point of beginning.

Containing 0.0562 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 4th of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 05°00'00" West as shown in Plat Vol. 142, Page 49, Records of Land Surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0562ac

 1/20/23

McGill Smith Punshon, Inc.  
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ [www.mspdesign.com](http://www.mspdesign.com)





**DESCRIPTION FOR:****City of South Lebanon****LOCATION:**

**Mary Ellen Subdivision  
Mulberry Street 40' R/W  
Perimeter 0.1936 Acres**

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of Mulberry Street (40' right-of-way) of Mary Ellen Subdivision as shown and recorded in S.R. Vol. 5, P. 188 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") at the northwest corner of said Mulberry Street and Mary Ellen Street (49.5' right-of-way) as shown on said plat;

Thence, South 05°00'00" West, 40.00 feet to the southwest corner of said streets;

Thence along the south right-of-way line of said Mulberry Street, North 85°35'22" West, 210.92 feet to a set pin in the east right-of-way line of an alley (15' right-of-way) as shown on aforesaid plat;

Thence along the east right-of-way line of said alley, North 05°34'25" East, 40.01 feet to a set pin in the north right-of-way line of said Mulberry Street;

Thence with the north right-of-way line of said Mulberry Street, South 85°35'22" East, 210.52 feet to the point of beginning.

Containing 0.1936 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 4<sup>th</sup> of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 05°00'00" West as shown in Plat Vol. 142, Page 49, Records of Land Surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.1936ac

 1/20/23

McGill Smith Punshon, Inc.  
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



**CITY OF SOUTH LEBANON, OHIO**  
**ORDINANCE NO. 2023-06**

**AN ORDINANCE VACATING A PORTION OF AN ALLEY FROM CAVOLTS’  
ADDITION TO DEERFIELD**

**WHEREAS**, per the Cavolts’ Addition to Deerfield plat from 1896, a 5’ +/- public alley was created on the south side of McKinley Street, as shown on Exhibit A; and

**WHEREAS**, given that there is no public purpose for this alley, the City Council desires to vacate this section of City right-of-way, and,

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

**Section 1.** The City hereby vacates that portion of an alley from Cavolts’ Addition to Deerfield as described in the attached Exhibits A, B, C, and D, and that by reason of such vacation, the land contained within the boundaries thereof shall revert to and belong to the abutting property owners in accordance with the attached map of said properties.

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_  
Petrina D. Williams, Fiscal Officer/Clerk

\_\_\_\_\_  
James D. Smith, Mayor

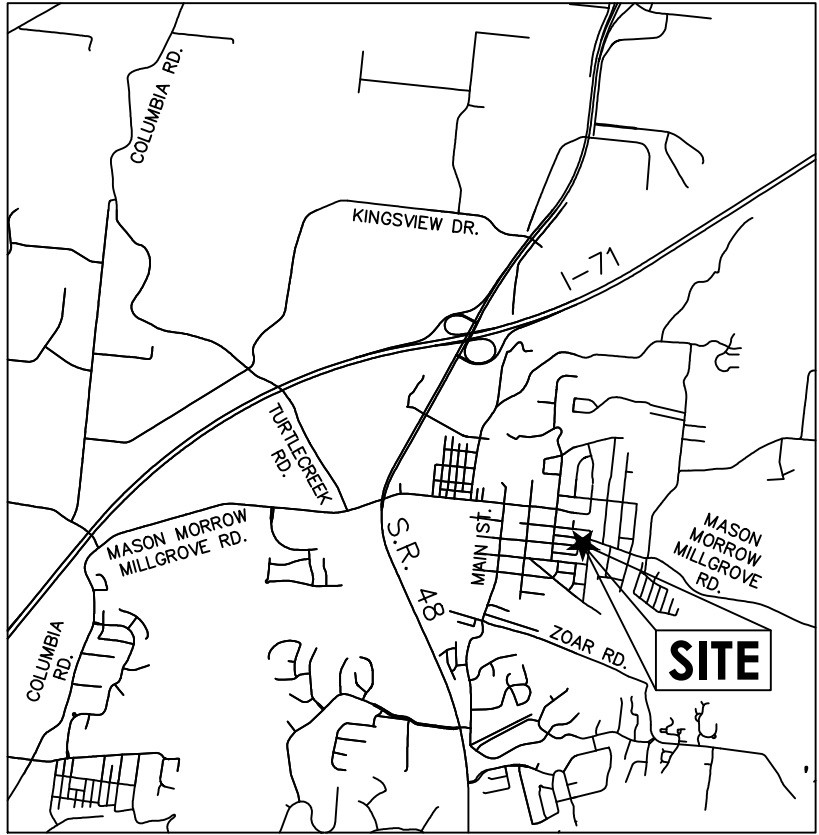
**Ordinance 2023-06    Vacation of Alley from Cavoalts' Addition**  
**Page 2**

Rules Suspended:   /   /2023    (if applicable)	Effective Date –   /   /2023
Vote - ____ Yeas ____ Nays	
First Reading –   /   /2023	Effective Date –   /   /2023
Second Reading –   /   /2023	
Third Reading–   /   /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

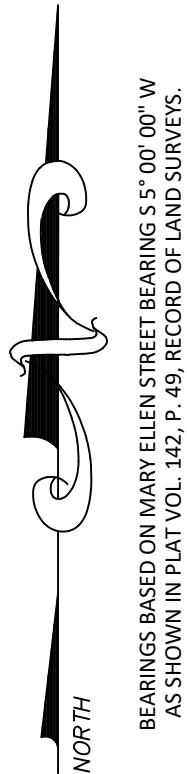
ANDREW P. MEIER  
CITY SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ /2023



NOTES

BEARINGS BASED ON MARY ELLEN STREET BEARING S 5° 00' 00" W AS SHOWN IN PLAT VOL. 142, P. 49, RECORD OF LAND SURVEYS.  
OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.  
MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.  
SURVEY BASED ON DEEDS, FIELD EVIDENCE, AND PLAT OF RECORD NOTED HEREON.  
EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS AND MAY NOT COMPRISE ALL OF THE EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.  
ALL PINS SET ARE 5/8" IRON REBAR, 30" IN LENGTH, CAPPED "MCGILL SMITH PUNSHON".



BEARINGS BASED ON MARY ELLEN STREET BEARING S 5° 00' 00" W AS SHOWN IN PLAT VOL. 142, P. 49, RECORD OF LAND SURVEYS.

WEST 0.0121 ACRE TRACT  
CLOSURE SUMMARY

Precision, 1 part in: 145380.18'  
Error distance: 0.00'  
Error direction: N 86°18'32" E  
Area: 0.0121 acres  
Square area: 528.723  
Perimeter: 405.29'  
Point of Beginning  
Easting: 9821.4581'  
Northing: 5875.1277'  
Side 1: Line  
Direction: S85°08'17"E  
Distance: 2.85'  
Easting: 9824.2979'  
Northing: 5874.8862'  
Side 2: Line  
Direction: S04°58'43"W  
Distance: 200.00'  
Easting: 9806.9411'  
Northing: 5675.6407'  
Side 3: Line  
Direction: N85°08'17"W  
Distance: 2.44'  
Easting: 9804.5099'  
Northing: 5675.8475'  
Side 4: Line  
Direction: N04°51'43"E  
Distance: 200.00'  
Easting: 9821.4609'  
Northing: 5875.1279'

COUNTY RECORDER:

FILE NO. \_\_\_\_\_  
RECEIVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ A.M./P.M.  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ A.M./P.M.  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_, PAGE \_\_\_\_\_  
FEE: \_\_\_\_\_  
BY: \_\_\_\_\_  
DEPUTY \_\_\_\_\_ WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
BY: \_\_\_\_\_  
DEPUTY \_\_\_\_\_ WARREN COUNTY AUDITOR

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON, OHIO PLANNING COMMISSION  
ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. \_\_\_\_\_  
ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

RIGHT OF WAY VACATION OF AN ALLEY  
IN CAVOLTS' ADDITION TO DEERFIELD

SITUATED IN SECTION 31, TOWN 5, RANGE 3  
BETWEEN THE MIAMIS, CITY OF SOUTH LEBANON  
UNION TOWNSHIP, WARREN COUNTY, OHIO

JANUARY 2023

BEING 0.0242 ACRES TOTAL  
OF AN ALLEY (WIDTH VARIES)  
OF CAVOLTS' ADDITION TO DEERFIELD  
RECORDED IN P.B. 2, P. 85

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY  
MADE UNDER MY SUPERVISION ON THE 31ST OF OCTOBER, 2022 AND  
THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS  
SHOWN.

 1/20/23  
RICHARD D. NICHOLS, P.S. DATE  
OHIO REGISTRATION NO. 7929



Date 02 NOV 2022  
Scale 1"=20'  
Drawn By CMB Proj. Mgr.  
Survey Database RDN  
Survey Database 0630818  
DWG 06308183-VAC-00  
X-Ref(s)  
Project Number 06308.18  
File No. 06308.18 Sheet No. 1 / 1



OWNER:

CITY OF SOUTH LEBANON  
10 NORTH HIGH STREET  
SOUTH LEBANON, OHIO 45065

RECIPIENT OWNERS:

PAM NAPIER AND CINDY MADISON  
181 MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065  
PAM NAPIER AND CINDY MADISON, OWNERS OF  
LOT 8 SHOWN HEREON, RECEIVES THE WEST  
0.0121 ACRE TRACT IN ITS ENTIRETY.  
WILLIAM D. MADISON AND CINDY A. MADISON  
185 MCKINLEY STREET  
SOUTH LEBANON, OHIO 45065  
WILLIAM D. MADISON AND CINDY A. MADISON,  
OWNERS OF LOT 1 SHOWN HEREON, RECEIVES  
THE EAST 0.0121 ACRE TRACT IN ITS ENTIRETY.

- LEGEND  
MONUMENTS  
(UNLESS NOTED OTHERWISE)  
○ EX. 5/8" IRON PIN  
⊗ EX. SPIKE  
⊕ EX. NOTCH  
☆ EX. NAIL  
△ EX. STONE  
□ EX. CONC. MON.  
-X- EX. FENCE LINE  
● 5/8" IRON PIN SET  
⊙ 1" IRON PIN SET  
⌘ SPIKE SET  
⊕ NOTCH SET  
★ NAIL SET  
■ CONC. MON. SET



**DESCRIPTION FOR:****City of South Lebanon****LOCATION:**

**Cavolts' Addition to Deerfield  
Alley (R/W Varies)  
Perimeter 0.0242 Acres**

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, Page 188, at the northeast corner of Lot 8 of said Cavolts' Addition to Deerfield;

Thence along the south line of said McKinley Street, South 85°08'17" East, 5.70 feet to a set pin at the northwest corner of Lot 1 of Keever's Addition to Mary Ellen Subdivision as recorded in Plat Book 2, Page 160;

Thence along the west line of said Lot 1, South 05°05'43" West, 200.00 feet to a set pin;

Thence with a new division line, North 85°08'17" West, 4.88 feet to a set pin at the southeast corner of aforesaid Lot 8;

Thence with the east line of said Lot 8, North 04°51'43" East, 200.00 feet to the point of beginning.

Containing 0.0242 acres of land.

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

The above description is the result of a Vacation) Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2<sup>nd</sup> of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0242ac

 1/20/23

McGill Smith Punshon, Inc.  
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com





**DESCRIPTION FOR:****City of South Lebanon****LOCATION:**

**Cavolts' Addition to Deerfield  
Alley (R/W Varies)  
East 0.0121 Acres**

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, P. 188, at the northwest corner of Lot 1 of Keever's Addition to Mary Ellen Subdivision as recorded in Plat Book 2, Page 160;

Thence along the west line of said Lot 1, South 05°05'43" West, 200.00 feet to a set pin;

Thence with new division lines, the following two (2) courses and distances:

- 1.) North 85°08'17" West, 2.44 feet to a set pin in the centerline of aforesaid Alley;
- 2.) Along the centerline of said Alley, North 04°58'43" East, 200.00 feet to a set pin in the south line of aforesaid McKinley Street;

Thence along the south line of said McKinley Street, South 85°08'17" East, 2.85 feet to the point of beginning.

Containing 0.0121 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2nd of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0121ac EAST

*Richard D. Nichols* 1/20/23

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241  
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign



**DESCRIPTION FOR:****City of South Lebanon****LOCATION:**

**Cavolts' Addition to Deerfield  
Alley (R/W Varies)  
West 0.0121 Acres**

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, P. 188, at the northeast corner of Lot 8 of said Cavolts' Addition to Deerfield;

Thence along the south line of said McKinley Street, South 85°08'17" East, 2.85 feet to a set pin in the centerline of aforesaid Alley;

Thence with new division lines, the following two (2) courses and distances:

- 1.) Along the centerline of said Alley, South 04°58'43" West, 200.00 feet to a set pin;
- 2.) North 85°08'17" West, 2.44 feet to a set pin at the southeast corner of aforesaid Lot 8;

Thence with the east line of said Lot 8, North 04°51'43" East, 200.00 feet to the point of beginning.

Containing 0.0121 acres of land.

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

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2nd of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.  
Date: 11 JAN 2023  
MSP No.: 06308.18

06308183-LEG-0.0121ac WEST

 1/20/23



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