

AGENDA
REGULAR MEETING OF CITY COUNCIL
AUGUST 3, 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. Floor open to the public:

5. New Business:

Emergency Ordinance 2023-28 authorizing supplemental appropriations for the fiscal year beginning January 1, 2023

A motion is needed to authorize the Director of Finance to send an Amended Certificate to the Warren County Auditor for fiscal year 2023

Emergency Resolution 2023-29 approving a waterline easement with Kings Local School District to extend water service along Mason-Morrow-Millgrove Road

Motion to approve travel expenses for the Director of Finance to attend the Ohio Government Finance Officer's Annual Conference

Approval of Invoices

Approval of Meeting Minutes:

Regular Meeting – July 6, 2023

Regular Meeting – July 20, 2023

6. Old Business: Ordinance 2023-27, Second Reading, setting compensation of elected office for Council terms beginning January 1, 2024

7. Communications and reports from City Officials and Committees:

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

8. Executive Session:

9. Dedication of the Vietnam Veterans Memorial Bench

Special Guests: Dan Phipps

Senator Steve Wilson

10. Adjournment:



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

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Law Director

From: Tina Williams, Director of Finance

Date: August 1, 2023

Subject: Ordinance 2023-28 Supplemental Appropriations for 2023

Pursuant to Ordinance 2023-19, adopted on June 15, 2023, Council approved the refunding of the Riverside Tax Increment Financing (TIF) Bonds, Series 2016. The Refunding Bonds, Series 2023 were issued on July 27, 2023, in the amount of \$7,082,000. The City's obligation to the annual debt service payments is limited to the revenue the city receives from the Warren County Auditor from the Riverside TIF district. Attached is a letter from the City's Bond Counsel regarding the placement of the new bonds.

Additional appropriations are needed to properly record book entries for the repayment of the 2016 bonds and the issuance costs of the new 2023 bonds. Estimated receipts will also increase to record the \$7,082,000 in bond proceeds and will offset appropriations.

Riverside TIF Fund -2909

Development Incentives

Operating Expenses	Increase \$ 64,525
Debt Service	Increase <u>\$7,215,535</u>
Total	<u>\$7,280,060</u>

Supplemental appropriations are also needed to allow for the issuance of tax refunds due to overpayments made on estimated business net profit taxes.

General Fund – 1000

755 Income Tax

Operating Expenses	Increase \$25,000
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July 27, 2023

City of South Lebanon, Ohio

Warren County Port Authority
Lebanon, Ohio

RE: \$7,082,000 Tax Increment Revenue Refunding Bonds, Series 2023
(Riverside Project)

Ladies and Gentlemen:

We have served as bond counsel to our client, the City of South Lebanon (the "City"), and in that capacity, we have examined the transcript of proceedings (the "Transcript") relating to the City's \$7,082,000 Tax Increment Revenue Refunding Bonds, Series 2023 (Riverside Project), dated July 27, 2023 (the "Bonds") issued pursuant to Ordinance No. 2023-19 adopted by the City Council of the City on June 15, 2023 (the "Bond Ordinance"). In our capacity as bond counsel, we have also examined such other documents, matters and law as we have deemed necessary to render the opinions below, including (a) the Amended and Restated Service Agreement dated October 1, 2016, including the First Amendment to Amended and Restated Service Agreement dated as of July 27, 2023 (collectively, the "Service Agreement"), between the City and Lebanon Mason, LLC ("Developer"), (b) the Cooperative Agreement dated July 1, 2023 (the "Cooperative Agreement"), among Developer, the City and the Warren County Port Authority (the "Authority"), (c) the Administration Agreement dated as of July 27, 2023 (the "Administration Agreement") by and among The Incentive Group, the Authority, the City and The Huntington National Bank and (d) the Minimum Service Payment Declaration by Developer, as acknowledged by the City, dated as of July 27, 2023 (the "MSP Declaration"). The Bond Ordinance, the Service Agreement, the Cooperative Agreement, the Administration Agreement and the MSP Declaration are referred to herein collectively as the "Bond Documents".

We have also examined the provisions of the Constitution and laws of Ohio, including Sections 5709.40 through 5709.43 of the Ohio Revised Code, under authority of which the Bonds are issued, as well as the fully executed Bond No. R-1.

From this examination, and subject to the assumptions and exceptions set forth herein, we are of the opinion that:

City of South Lebanon, Ohio
Warren County Port Authority,
July 27, 2023
Page 2 of 3

1. The Bond Documents have been duly authorized, executed, and delivered by the City and constitute valid, binding, and enforceable obligations of the City.

2. The Bonds have been duly authorized and executed by the City and constitute valid and binding special obligations of the City in accordance with the terms and provisions thereof.

3. The Bonds are payable solely from Service Payments (as defined in the Service Agreement) made pursuant to Sections 5709.40 and 5709.91 of the Ohio Revised Code, and from certain other funds pledged or payable pursuant to the Bond Ordinance, or received by the Authority on behalf of the City pursuant to the Service Agreement, the MSP Declaration and the Cooperative Agreement. The Bonds and the payment of debt service thereon are not secured by an obligation or pledge of any moneys raised by taxation, and the Bonds do not represent or constitute a debt or pledge of the faith and credit of the City.

4. Under the laws of the State of Ohio, interest on the Bonds is exempt from the State of Ohio personal income tax and from income taxes imposed by municipalities and other political subdivisions in the State of Ohio. We express no other opinion regarding federal, state or local tax consequences arising with respect to the Bonds.

We have assumed the due authorization, execution and delivery by, and the binding effect upon and enforceability against, each of the parties other than the City to each of the Bond Documents.

Our opinions above are subject to, and it is to be understood that the rights of the holders or owners of the Bonds and the enforceability of the Bonds and the Bond Documents are subject to (i) bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws in effect from time to time affecting creditors' rights, (ii) the application of equitable principles, whether considered at law or in equity, (iii) the exercise of judicial discretion, and (iv) limitations on legal remedies against public entities.

City of South Lebanon, Ohio
Warren County Port Authority,
July 27, 2023
Page 3 of 3

This opinion is based upon laws, regulations, rulings and decisions in effect on the date hereof, and we assume no obligation to revise or supplement this opinion letter in the event of any amendment, supplement or other modification to any of the agreements or other documents contained in the Transcript or if the present law of the United States of America or the State of Ohio is changed by legislative action, judicial decision or otherwise. This letter is furnished to the addressees hereof and may not be relied upon for any other purpose or by any other person including the holders, owners, or beneficial owners of the Bonds without our express prior written consent. In giving this opinion, we have relied upon covenants and certifications of facts, estimates and expectations made by officials of the City and others which we have not independently verified.

Very truly yours,

Thompson Hine LLP

AAS: REH: WDS

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2023-28**

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATION ORDINANCE 2023-08 FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, AND DECLARING AN EMERGENCY

WHEREAS, the Council adopted Ordinance 2023-08 on March 16, 2023, making appropriations for current expenses and other expenditures for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, the annual appropriations shall be amended to increase appropriations in the Riverside TIF Fund due to the issuance of \$7,082,000 Tax Increment Revenue Refunding Bonds, Series 2023, as approved by Council Ordinance 2023-13; and

WHEREAS, the annual appropriations shall be amended to increase appropriations in the General Fund due to an increase in tax refunds anticipated for 2023; and

WHEREAS, immediate action is required to make appropriations for current expenses and other expenditures of the City of South Lebanon, State of Ohio, for the period of January 1, 2023 through December 31, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT ORDAINED By the Council of the City of South Lebanon, Ohio at least two-thirds of the current members elected thereto, concurring that, to provide for the current expenses and other expenditures of the said City of South Lebanon during the period of January 1, 2023 through December 31, 2023.

Section 1. The following sums are hereby set aside and appropriated as follows:

Riverside TIF Fund - 2909

Development Incentives

Operating Expenses Increase \$ 64,525

Debt Service Increase \$ 7,215,535

General Fund -1000

755 Income Tax Increase \$ 25,000

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

Section 3. 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 2023-28 Amended Appropriations

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

Adopted this 3rd day of August, 2023.

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

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



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

August 3, 2023

Matt Nolan
Warren County Auditor
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Nolan,

I am requesting an amended certificate be issued for the City of South Lebanon's Revenue Budget year beginning **January 1, 2023**.

The changes in the following funds are necessary.

TIF Fund/Riverside

Increase in Revenue from Other Sources from \$760,050 to \$8,024,725.

The increase is for bond proceeds received due to refunding the Riverside TIF Bonds, Series 2016.

Thank you for your assistance.

Sincerely,

Tina Williams, CPA
Director of Finance
City of South Lebanon

CITY OF SOUTH LEBANON, WARREN COUNTY
AMENDED CERTIFICATE OF ESTIMATED RESOURCES
FISCAL YEAR BEGINNING JANUARY 1, 2023

FUND	Unencumbered Fund Balance 1/1/2023	Property Tax	Other Sources	Total
GENERAL	4,064,088.38	200,000.00	2,514,000.03	
(Local Government)			30,147.93	6,808,236.34
SPECIAL REVENUE				
Street Construction Maint.	976,872.05		448,865.00	1,425,737.05
Shepherd's Crossing Improvements	4,059.79		0.00	4,059.79
Permissive Tax	165,722.16		40,000.00	205,722.16
Homestead Improvements	26,421.68		0.00	26,421.68
Park	34,930.63		15,000.00	49,930.63
DUI	1,625.00		0.00	1,625.00
Mayor's Court Special Projects	1,240.93		2,000.00	3,240.93
TIF Fund - Rivers Crossing	1,004.04		1,160,000.00	1,161,004.04
Indigent Alcohol Monitoring	1,752.65		0.00	1,752.65
American Rescue Act	103,727.65		0.00	103,727.65
TIF Fund - Riverside	238,164.55		8,024,725.00	8,262,889.55
OneOhio Opioid Settlement	506.82		500.00	1,006.82
ENTERPRISE				
Water	2,684,162.94		925,000.00	3,609,162.94
Sewer	5,037,163.32		1,340,000.00	6,377,163.32
Sanitation	286,037.29		495,000.00	781,037.29
Deposit Trust	128,633.20		19,000.00	147,633.20
Utility Maintenance Reserve	125,314.71		3,000.00	128,314.71
CAPITAL PROJECTS				
Municipal Building Renovations	10,080.19		0.00	10,080.19
Mason Morrow Millgrove Imp	0.00		222,314.00	222,314.00
Corwin-Nixon Rt 48 Improvements	0.00		0.00	0.00
Forest Avenue Improvements	0.00		445,342.00	445,342.00
DEBT SERVICE				
Municipal Building BANs	0.00		7,812.50	7,812.50
CUSTODIAL FUND				
Unclaimed Funds	1,885.18		1,000.00	2,885.18
TOTALS	13,893,393.16	200,000.00	15,693,706.46	29,787,099.62



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

MEMORANDUM

To: Mayor & City Council
CC: Tina Williams, Director of Finance
From: Jerry Haddix, City Administrator
Date: July 28, 2023
Subject: Kings Local Schools M-M-M Waterline Easement

We are working to continue to work to extend a water main down Mason-Morrow-Millgrove Road west to the Lebanon Bike Trail and provide water to the River Creek Lofts. On July 6th, the Council approved the easement agreement with the City of Lebanon. As part of the project, we also need an easement from the Kings Local School District to cross their section of the driveway to the sewer plant. The School District has signed the attached easement.

This needs to be adopted as an emergency in order to be able to record the easement ASAP.

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

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-29**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND THE
DIRECTOR OF FINANCE TO EXECUTE AN EASEMENT AGREEMENT FOR A
PERPETUAL WATERLINE EASEMENT ON THE PROPERTY OWNED BY THE
BOARD OF EDUCATION OF THE KINGS LOCAL SCHOOL DISTRICT
NECESSARY FOR THE CONSTRUCTION OF A WATER LINE, AND DECLARING
AN EMERGENCY**

WHEREAS, providing utilities, including the provision of safe, drinking water, is one the functions of local municipal government; and,

WHEREAS, in order to extend public water service along Mason-Morrow-Millgrove Road west of Sutton Drive to serve additional areas of the City, certain easements are necessary to allow for the construction of a water main along this area; and,

WHEREAS, the Board of Education of the Kings Local School District, being a property owner along the proposed water main location, has agreed to grant the City a perpetual Water Line Easement as per the terms in the attached Easement Agreement; and,

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

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Easement Agreement with the Board of Education of the Kings Local School District, a copy of which is attached hereto.

Section 2. Authorizing the Director of Finance to pay the recordation costs to record the Easement Agreement in the Warren County Recorder's Office.

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

Resolution No. 2023-29

Page 2

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.

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 passed 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, Director of Finance/Clerk James D. Smith, Mayor

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

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

EASEMENT AND AGREEMENT
(Water Line and Appurtenances)

THE BOARD OF EDUCATION OF THE KINGS LOCAL SCHOOL DISTRICT, an Ohio public school district with an address of 1797 King Avenue, Kings Mills, Ohio 45034 ("Grantor"), for One Dollar and other good and valuable consideration recited herein paid by the **CITY OF SOUTH LEBANON, an Ohio municipal corporation**, acting by and through its duly elected **City Council**, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of **10 High Street, South Lebanon, Ohio 45065** ("Grantee"), the receipt and sufficiency of which are hereby stipulated, does hereby grant to Grantee, its successors and assigns forever, an easement in, on, over, under, across and through the real property particularly described in Exhibit "A" and illustrated in Exhibit "B" (the "Easement Area"), both of which are attached hereto and incorporated by reference herein, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating an underground water utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground water line.

The said permanent easement shall be subject to the following:

1. Grantee at its sole cost shall be entitled to survey, construct, use, operate, inspect, maintain, and keep in repair thereon, replace and remove, the water utility line, apparatus, and appurtenances within the Easement Area, including without limitation the activities customarily associated therewith and the right to remove or abate any obstructions or items that may endanger the safety of or interfere with Grantee's rights herein. The said Improvements shall be constructed or reconstructed in accordance with Project construction plans and specifications, a copy of which will be maintained on file in the Office of the South Lebanon City Administrator and available to Grantor at all times. Grantee shall, at its expense, promptly return the surface of the Easement Area to its former condition as nearly as is reasonably practicable subject to the rights in this Easement. Once Grantee commences construction of the Improvements, it shall diligently and expeditiously complete such construction. During construction of the Improvements, Grantee shall keep the worksite in neat, clean, and orderly condition, and remove from Grantor's property any equipment or vehicles required for construction purposes when such equipment or vehicles are no longer being used for the same.

2. After Grantee's approval and acceptance of the said Improvements, Grantee agrees that upon subsequent entry by Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation

of the Improvements, it will at Grantee's expense promptly restore the surface of Grantor's property within the Easement Area to its former condition as nearly as is reasonably practicable. Grantor understands and agrees that restoration of Grantor's property within the Easement Area shall not include repair or replacement of any structures, improvements, fixtures, or other tangible items in the Easement Area.

3. The perpetual easement rights granted herein are "non-exclusive". Grantor retains the right to use Grantor's property for all purposes which do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement, or reconstruction of the Improvements or access thereto. Grantor shall not cause or allow any permanent or temporary building, structure, facility, or other improvement to be constructed in or upon the Easement Area, except utility service lines, paved parking, driveways, landscaping, and sidewalks. If Grantor makes permanent or temporary improvements in or upon the Easement Area, other than those stated above, then Grantor shall assume full responsibility for any damage or destruction of such improvements by Grantee, and Grantee, its employees, agents, representatives, and contractors, shall not be liable for any damage or destruction of such improvements during the good faith exercise of the rights granted herein. Any permanent or temporary improvements are subject to Grantee's approval.

4. Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good, right, and full power to grant this Easement and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded, and any subsequent transfers shall be subject to Grantee's rights established herein. Grantor further covenants and warrants to Grantee that this Easement is not subordinate to any mortgages.

5. Any reference in this instrument to Grantee shall also include its agents, contractors, employees, officials, and insurers. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The parties further stipulate that the venue for any litigation arising out of this Agreement shall exclusively be the Warren County Court of Common Pleas, and do further knowingly waive any right to initiate or remove any such litigation to any other county, state, or federal court.

[signature pages follow]

GRANTOR

The Board of Education of the Kings Local School District, an Ohio public school district, the Grantor herein, has caused its name to be affixed hereto by Mike Morrow, whose title is Treasurer, on the date stated below, pursuant to the authority granted to him to act on the school district's behalf by resolution or consent action.

KINGS LOCAL SCHOOL DISTRICT

SIGNATURE: <u>Stacie Belfrom</u>	SIGNATURE: <u>Mike Morrow</u>
NAME: Stacie Belfrom	NAME: Mike Morrow
TITLE: President	TITLE: Treasurer
DATE: <u>7/10/23</u>	DATE: <u>7/10/23</u>

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 10 day of July, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared an individual known or proven to me to be Stacey Belfrom, whose title is President of the Board of Education of the Kings Local School District, whose name is subscribed hereto, and who acknowledged the signing and execution of said instrument is her free and voluntary act and deed.



JANE BOEHM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
03-27-2027

Notary Public: Jane Boehm
My Commission Expires: 3/27/27

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 10 day of July, 2023, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared an individual known or proven to me to be Mike Morrow whose title is Treasurer of the Board of Education of the Kings Local School District, whose name is subscribed hereto, and who acknowledged the signing and execution of said instrument is his free and voluntary act and deed.



JANE BOEHM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
03-27-2027

Notary Public: Jane Boehm
My Commission Expires: 3/27/27

GRANTEE:

IN EXECUTION WHEREOF, the City of South Lebanon, Ohio, acting through its City Council, has caused this instrument to be executed by James D. Smith, its Mayor, and Petrina D. Williams, its Fiscal Officer, on the date stated below, pursuant to Resolution Number 23-_____ dated _____.

CITY OF SOUTH LEBANON, OHIO

SIGNATURE:_____

SIGNATURE: _____

NAME: James D. Smith

NAME: Petrina D. Williams

TITLE: Mayor

TITLE: Fiscal Officer

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be **James D. Smith, Mayor** and **Petrina D. Williams, Fiscal Officer**, of the City of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 23-_____, dated _____, and while acting in their official capacity, did acknowledge the signing thereof to be their voluntary act and deed.

[SEAL]

Notary Public: _____
My Commission Expires: _____

**THIS PREPARED AND
APPROVED AS TO FORM BY:**

CITY SOLICITOR
SOUTH LEBANON, OHIO

SIGNATURE: _____

NAME: Andrew P. Meier

TITLE: City Solicitor

DATE: _____

DESCRIPTION FOR: 20' WATER MAIN EASEMENT

LOCATION: Mason-Morrow-Millgrove Road
600 Square Feet

Situate in Section 7, Town 4, Range 3, Symmes Purchase, City of Lebanon, Union Township, Warren County, Ohio and being part of a 13.045 acre tract of land as conveyed to Kings Local School District by deed recorded in Document Number 2019-011703 (all records of the Warren County, Ohio Recorder's Office) and also being a water main easement, 20.00 feet in width, more particularly described as follows:

Beginning at a point in the west line of grantor herein, and east line of a 4.303 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Document Number 2019-004890, lying North 74°05'04" East, 925.00 feet and South 15°54'56" East, 40.00 feet from the intersection of the centerline of Mason-Morrow-Millgrove Road (County Road No. 38) with the northeast right-of-way line of the Lebanon Countryside Trail (former Penn-Central Railroad);

Thence from said point of beginning, with a line parallel to and 40.00 feet south of said centerline, as measured perpendicular thereto, North 74°05'04" East, 30.00 feet to grantors east line and west line of a 25.3705 acre tract of land as conveyed to the City of Lebanon, Ohio by deed recorded in Official Record 240, Page 497;

Thence, along grantors east line and west line of said City of Lebanon, Ohio, South 15°54'56" East, 20.00 feet;

Thence, with a line parallel to and 60.00 feet south of said centerline, as measured perpendicular thereto, South 74°05'04" West, 30.00 feet to grantors west line and east line of aforesaid Oeder & Sons Garage, Inc.;

Thence, along grantors west line and east line of said Oeder & Sons, Inc., North 15°54'56" West, 20.00 feet to the point of beginning.

Containing 600 square feet.

The above-described easement being for the purpose of construction, operation, maintenance, repair and/or replacement of the water main and its appurtenances contained therein.

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

Bearings based on the US State Plane NAD 83 (Ohio South Zone 3402).

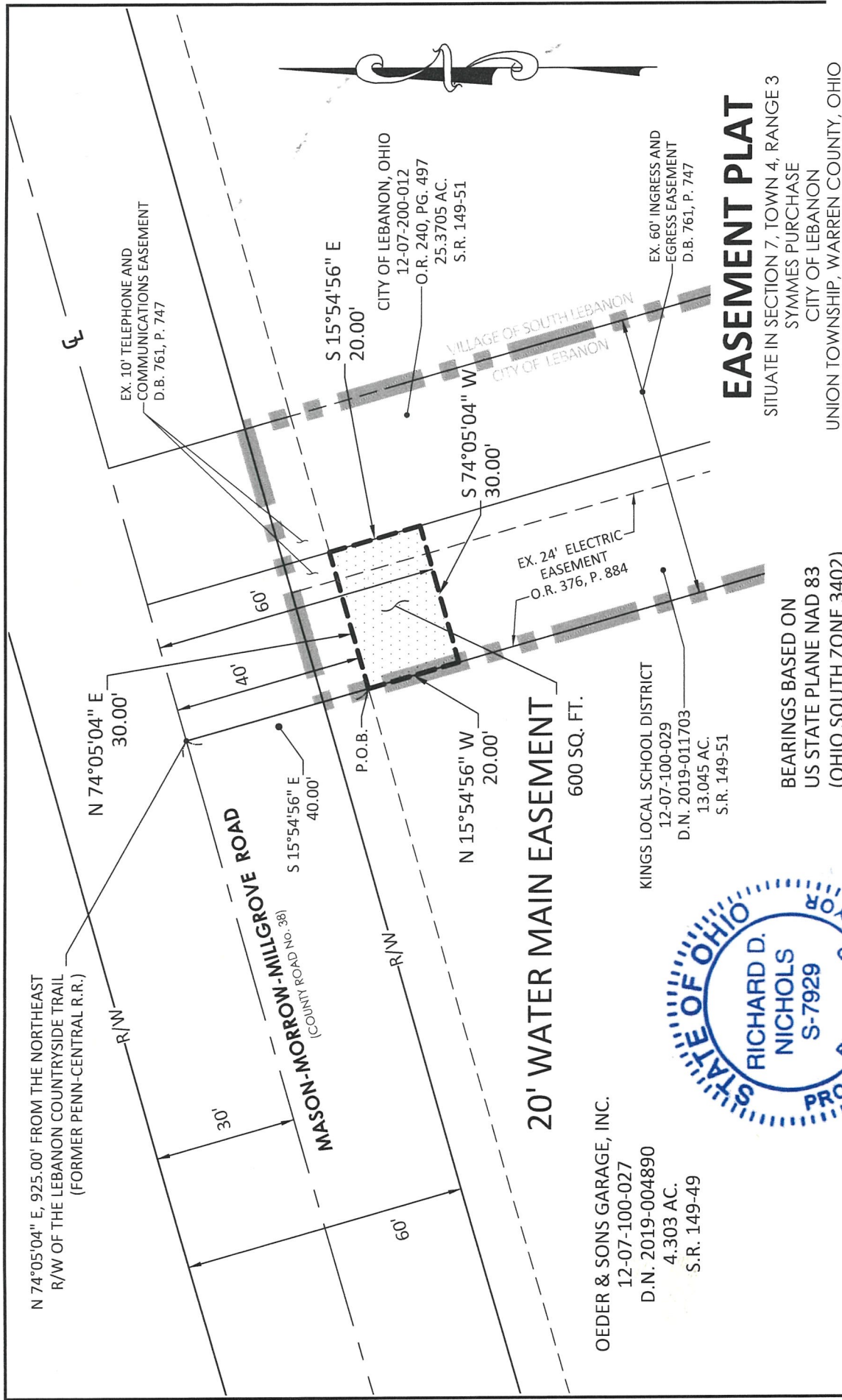
Being the result of an Easement Plat dated the 19th of August, 2021, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

Date: 19 AUG 2021

MSP No.: 06308.19

06308193-LEG-EAS-600sf-west



Richard D. Nichols
08/19/2021

MSP
DESIGN
McGill Smith Punshon

Architecture
Engineering
Landscape Architecture
Planning
Surveying

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

Date	19 AUG 2021
Scale	1" = 30'
Drawn By	CMB Proj. Mgr. RDN
Survey Database	0630819
DWG	0630819-EAS-WM
X-Ref(s)	
Project Number	06308.19
File No.	06308.19 Sheet No. 1 / 1



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

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Law Director
Jerry Haddix, City Administrator

From: Tina Williams, Director of Finance

Date: August 1, 2023

Subject: Travel Authorization – Director of Finance

A request is being made to authorize the travel expenses for the Director of Finance to attend the Ohio Government Finance Conference from October 10-13, 2023. The annual conference is held each fall and rotates between the City of Cincinnati, Columbus, and Cleveland. The conference offers multiple courses over a 2 1/2-day period covering best practices in government finance, ethics, investments, debt management, records retention, etc. I'm required to earn 40 hours of continuing education each year to maintain my CPA license and the conference offers 19 hours.

Our Policy Manual states that the Council must preapprove any travel and the expenses for hotel prior to those reservations being made. Attached is a Travel Authorization Form with actual amounts for registration, hotel, and mileage. Expenses for meals have been estimated. Receipts for meals not covered by the conference registration will be provided.

CITY OF SOUTH LEBANON
TRAVEL AUTHORIZATION FORM

EMPLOYEE NAME: Tina Williams
TITLE: Director of Finance
PURPOSE OF TRAVEL Ohio Government Finance Officers Annual Conference
TRAVEL DATE(S): from 10/10/2023 to 10/13/2023

		Cost
REGISTRATION	Ohio Government Finance Officer's Association	\$260.00

		Cost Per Night	Nights	
HOTEL	Hilton Cleveland 100 Lakeside Ave. Cleveland, Ohio 44114	\$ 205.00	3	\$615.00

		Miles	IRS Mileage Rate	
MILEAGE	To: Cleveland	224	0.655	\$146.72
	From: South Lebanon	224	0.655	\$146.72

		# Days	*GSA Rate	
MEALS & INCIDENTALS	Pier Diem:	4		\$130.00
	Tuesday	Dinner	\$36.00	
	Wednesday	Dinner	\$36.00	
	Thursday	Dinner	\$36.00	
	Friday	Lunch	\$22.00	

TOTAL ESTIMATED COSTS	<u>\$1,298.44</u>
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Meal and Incidental pier diem rates set by U.S. General Services Administration by region
www.gsa.gov/travel

OLD BUSINESS



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

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Law Director
Tina Williams, Director of Finance

From: Jerry Haddix, City Administrator

Date: August 2, 2023

Subject: Council Pay Ordinance-Revised

Based on the discussion from the last meeting, we've incorporated the changes re: absences that were passed per Ordinance 2022-21 into the new Mayor & Council Pay Ordinance (Ordinance No. 2023-27). The revised ordinance is attached.

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

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-27**

AN ORDINANCE SETTING THE COMPENSATION OF THE ELECTIVE OFFICE OF MAYOR OF THE CITY OF SOUTH LEBANON FOR EACH FOUR (4) YEAR TERM BEGINNING JANUARY 1, 2024, TWO (2) MEMBERS OF SOUTH LEBANON CITY COUNCIL FOR EACH FOUR (4) YEAR TERM BEGINNING JANUARY 1, 2024, AND THREE (3) MEMBERS OF COUNCIL FOR EACH FOUR (4) YEAR TERM BEGINNING JANUARY 1, 2026, AND ONE MEMBER OF COUNCIL FOR A TWO (2) YEAR TERM BEGINNING JANUARY 1, 2026 [WITH FOUR (4) YEAR TERMS COMMENCING IN 2028] THROUGH DECEMBER 31, 2029

WHEREAS, in accordance with Ohio Rev. Code § 731.13, per Ordinance No. 2021-20, the then-Village Council set the compensation for the elected offices of Mayor and then-Village Council; and,

WHEREAS, as a result of the 2020 U.S. Census, South Lebanon was designated a “City” by the Ohio Secretary of State with an effective date of October 21, 2021, with the electorate of South Lebanon subsequently voting to create a Charter Commission and approving the South Lebanon City Charter on May 2, 2023, with an effective date of July 1, 2023; and,

WHEREAS, Section 3.08 of the City Charter states that the salary of elected officials, including the members of Council and the Mayor shall be set by ordinance prior to the election new officials; and,

WHEREAS, the Ohio Public Employees Retirement System (OPERS) has set a minimum monthly salary requirement through December 31, 2029, for elected officials to receive full service credit with respect to retirement benefits through OPERS; and,

WHEREAS, the City Council desires to set compensation for the elective offices of Mayor and members of City Council at or above the minimum amount set by OPERS to receive full service credit for those elected officials.

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

Section 1. The compensation of the elective office of Mayor and two (2) elective office of Council, whose respective term begins on January 1, 2024, the three (3) elective offices of Council and one elective office of Council, per Section 11.08 of the City Charter, whose respective term begins on January 1, 2024 shall be determined as follows, through December 31, 2029:

<i>Council Member</i>	
Regular Council Meetings & Work Sessions	See Exhibit "1"
Special Meetings & Emergency Meetings	\$25 per meeting
Planning Commission & Zoning Board of Appeals, or other Committees	No additional compensation

<i>Mayor</i>	
Regular Council Meetings & Work Sessions	See Exhibit "1"
Special Meetings & Emergency Meetings	\$25 per meeting
Planning Commission & Zoning Board of Appeals, or other Committees	No additional compensation

Section 2. The compensation for the six (6) elective office of Council and the elective office of Mayor of the City of South Lebanon so fixed per the attached schedule and shall not be increased or diminished during the term for which each of the six (6) elective office of Council and the elective office of Mayor are elected or appointed.

Section 3. That all prior Ordinances Setting Compensation of the four (4) elective office of Council of the City of South Lebanon shall have no application to their respective term beginning on January 1, 2026, or to any person appointed to fill a vacancy for one of the four (4) elective office of Council for the term beginning on January 1, 2026.

Section 4. That all prior Ordinances Setting Compensation of the two (2) elective office of Council and the elective office of Mayor of the City of South Lebanon shall have no application to their respective term beginning on January 1, 2024, or to any person appointed to fill a vacancy for one of the two (2) elective office of Council and the elective office of Mayor for the term beginning on January 1, 2024.

Section 5. After six (6) absences in a calendar year by any of the six (6) elective office of the Council or the elective office of Mayor, unless excused by two-thirds vote of all Council members, there shall be deducted a sum equal to two (2) percent of such salary for each absence thereafter from a Council Meeting.

Section 6. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

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

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Ordinance No. 2023-27

Page 4

Approved this day of , 2023.

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

Rules Suspended: n/a (if applicable)	Effective Date – ___/___/2023
Vote - ___ Yeas ___ Nays	
First Reading – ___/___/2023	Effective Date – ___/___/2023
Second Reading – ___/___/2023	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: _____
Date: _____

Exhibit "1"

City of South Lebanon Elected Officials Monthly Compensation for Regular Meetings and Work Sessions

YEAR	Mayor		2 Council seats		3 Council seats		1 Council seat 2yr term then 4yr term
	1/1/2024		1/1/2024		1/1/2026		1/1/2026
2024	\$	1,125	\$	725			
2025	\$	1,125	\$	725			
2026	\$	1,150	\$	750	\$	750	\$ 750
2027	\$	1,150	\$	750	\$	750	\$ 750
2028	\$	1,175	\$	775	\$	775	\$ 775
2029	\$	1,175	\$	775	\$	775	\$ 775