

AGENDA

SCIO VILLAGE COUNCIL MEETING

September 22, 2021

*Kindly mute all electronics-thank you!**Visitors are limited to 5 minutes*

Pledge of Allegiance

Roll Call

Approval of Minutes

*****EXECUTIVE SESSION PENDING LEGAL*****

Visitors-

1. Clerk/ Treasurer: Letter from the auditor. (Res 2021-007)
Set dates for Halloween
2. Water/WW-Income Tax Dept.-
3. Solicitor-
4. Mayor-
5. Village Administrator- See below
6. Old Business
7. New Business
8. Financial Report Approval
9. Pay bills.
10. Adjourn.

Village Administrator**Current Project**

-Annexation, 9/20/2021.

-WWTP -Clarifier rebuild project, fully funded

-WTP- new water lines to be replaced in the distribution system, funding in process. ARC, CDBG, OEPA

-Oil and Shale: SR 646 and East College St, funded Multiple Grants

-Fowler Ave sewer line repair, funded: Grant/Loan

Annexation:

-The Harrison County Commissioners office resolution is located in your packet. The petition for annexation was denied, the resolution details the Commissioners reasoning for the denial.

-Annexation Agreement between the Village and North Township, the agreement has been signed, a copy is located in your packet.

WTP:

-Water line project: Brown, Maple, Walnut, and Grandview Streets. The ARC Grant has been awarded to cover a portion of the cost, the CDBG Grant is in process. *This is a pending project.*

-Water line repair 9/20/21: Intersection of Church Street and Eastport Street. The 4" line was repaired with two HiMaxx clamps and 6' of C900.

WWTP:

-**Clarifier WWTP:** The announcement for the project bids is completed. The Village has started the solicitation for bids through several newspapers. Currently three contractors have paid for the plans for this project.

All bids will be submitted to the Harrison County Commissioners office no later than October 13th. A Pre-Bid meeting is scheduled for September 22nd at 11am at the Village office, any contractor that attends will be able to do a site visit to the Clarifier building. The Village, The Thrasher Group, and OMEGA are addressing the Floodplain permitting for the lift station generators.

The estimated start date will be February/ March 2022. This is fully funded at a cost of \$604,000 (+/-5%)

Collection system on Fowler Ave: The OEPA SEDO has done its initial review of the plans and submitted questions and revisions to The Thrasher Group for correction. The engineering plans will be submitted for final review once corrections are completed. The PTI Cost is \$1312.00, this has been paid by the Village. A two-day closure of Fowler Ave (SR646) will be required. The roadway will be one lane for the rest of the project.

Oil and Shale program:

-Project ID 112295 HAS-646-6.37 -Phase III has started, right of way procurement. ODOT has provided recommendations to the Village for SR 646, they are located in your packet. The project is scheduled for bid out in January / February 2023.

Roadways/ Equipment/ Buildings/ Park:

- Salt purchase: Salt order has been placed for 200 tons, estimated cost will be \$18,400.00. Delivery will be November 2021.

- Durapatching will continue until October 2021.

General:

-Employee submission of their two week notice, the ad has been run in the local paper for resumes to be submitted for the Councils review . **Request that the personnel committee set dates for interviews after October 13th.**

- Pending, 104 Maple Ave storm sewer line replacement. Awaiting cost for corrugated pipe to replace the existing storm sewer pipe.

-Part time employees, the layoff date is set for October 22, 2021. Weather pending

September 8, 2021

Scio Village Council met in regular session on September 8, 2021, at 6 pm with Council President Erin Thompson presiding. Council members present were Carol Davy, Betty Gotschall, Andrew Turner, and Kari Salsberry. Others included Village Administrator Jason Tubaugh, Clerk-Treasurer Heidi Trice, Janeen Scott, Water/WW/Income Tax and Village Solicitor Jack Felgenhauer.

Salsberry moved to approve minutes from the previous meeting as presented and Davy seconded. All present voted in the affirmative.

Visitors: J.D. Long, Harrison News Herald.

Clerk-Treasurer: Deed for Lot 163 has been submitted.

Water/WW:

Income Tax:

Solicitor: Asked about ARPA funds. Clerk stated that all applications were completed, and the grant money has been posted.

Mavor:

Village Administrator:

Current Project

-Annexation, 9/20/2021.

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-WTP- new water lines to be replaced in the distribution system, funding in process. ARC, CDBG, OEPA

-Oil and Shale: SR 646 and East College St, funded Multiple Grants

-Fowler Ave sewer line repair, funded: Grant/Loan

Annexation:

-The Harrison County Commissioners office will have a resolution and Notify the Village of the decision of the proposed annexation by September 20, 2021

-Annexation Agreement between the Village and North Township, the agreement was given to the North Township legal representative. The Trustees have taken no action on the agreement at their meeting on 1 September 2021.

WTP:

-Water line project: Brown, Maple, Walnut, and Grandview Streets. The ARC Grant has been awarded to cover a portion of the cost, the CDBG Grant is in process. *This is a pending project.*

WWTP:

-Clarifier WWTP: The announcement for bids was done today at 10:10 am during the County Commissioners meeting. The Village will be responsible for the advertisements to solicit for bids. The advertisements will run twice in two separate publications. All bids will be submitted to the Harrison County Commissioners office no later than October 13th. Bids will be opened at that meeting; the bids will be checked to ensure they meet all the requirements for this project. The winning bidder will be notified by The Thrasher Group and through the County Commissioner office. A Pre-Bid meeting is scheduled for September 22nd at 11am at the Village office, post meeting any contractor that attends will be able to do a site visit to the Clarifier building. The estimated start date will be February/ March 2022 due to material procurement. This is fully funded at a cost of \$604,000 (+/-5%)

Collection system on Fowler Ave: Awaiting a issuance of a PTI from the OEPA. The plans are available for review by any member of the council. The estimate for the PTI is four weeks. An additional thirty days is needed for advertisement and solicitation for bids. The intention is to start the project in 2021. A two-day closure of Fowler Ave (SR646) will be required. The roadway will be one lane for the rest of the project.

Oil and Shale program:

-Project ID 112295 HAS-646-6.37 -Phase two submittals are completed. The project Phase II invoices submitted, signed, and returned to ODOT District 11.

The project is scheduled for bid out in January / February 2023.

Roadways/ Equipment/ Buildings/ Park:

- Salt purchase: The cost will be between \$18,400 (200 TONS) to \$20,240 (220 TONS) The cost includes the delivery in October /November 2021

- Durapatching will continue until October 2021.

General:

-104 Maple Ave, a storm drain has been investigated, the Village has a portion of the storm drain protruding through the ground in the resident's yard. The Clay tile pipe will need to be replaced; the cost estimate is being worked on.

- The community service program is working with Scio to provide assistance in completing Village work, the participants will work under the supervision of a Village employee to complete the required hours.

-Part time employees, the layoff date is set for October 22, 2021. This has been discussed with the Clerk-Treasurer, this date works well with the current budget.

Complaints received:

1- The RVs that are used during the street fair, the resident made a complaint that the vendor that provides the rides for the Street fair are living in RV's for five days within the Village, they complained it was against the Village ordinance.

2- Additional Mosquito spraying, received three calls about the outbreak of Mosquitoes in the Village. The residents requested additional spraying throughout the Village. One additional date is already set for the Village on September 23rd.

3-Closure of E College and SR 646 due to the condition of the road. Received two calls on this issue.

OLD BUSINESS

Councilmember Davy asked about the closure of the park for the season. The date is set for the week of October 11th, 2021.

NEW BUSINESS

Councilmember Turner made a motion to see if any available dates before the 24th for mosquito spraying and if so to schedule a new date, seconded by Salsberry. Roll call reflected: Thompson, yea; Gotschall, yea; Davy, yea; Turner, yea; Salsberry, yea. Motion carried.

Council discussed a complaint by a citizen about the RV's during the street fair. Per Village Solicitor Jack Felgenhauer organizers should police the event. This matter will be looked into and discussed at a later date.

Council also discussed a complaint by multiple people asking to shut down the 646/ College Street intersection. A price check will be done by the Village Administrator on Shutdown vs. a one lane closure.

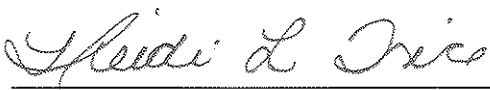
Davy moved to approve the Financial Report and Gotschall seconded. Roll call reflected: Thompson, yea; Gotschall, yea; Davy, yea; Turner, yea; Salsberry, yea. Motion carried.

Gotschall moved to pay the bills as presented and seconded by Salsberry. Roll call reflected: Thompson, yea; Gotschall, yea; Davy, yea; Turner, abstain; Salsberry, yea. Motion carried.

As there was no further business Salsberry moved to adjourn the meeting, seconded by Turner. All affirmed.



 Mayor Council President



 Clerk-Treasurer

do this

REPORTING YEAR FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE
A01 GENERAL FUND	407,046.18	834.13	12,635.42	395,244.89	17,648.83	377,596.06 MTD 377,596.06 YTD
A02 GENERAL FUND CD#1	470,193.94	85,672.59	160,621.64	395,244.89	17,648.83	
A03 GENERAL FUND CD#2	27,006.45	0.00	0.00	27,006.45	0.00	27,006.45 MTD 27,006.45 YTD
A04 GENERAL FUND CD#3	26,980.33	26.12	0.00	27,006.45	0.00	
B01 STREET FUND	216.63	0.00	0.00	216.63	0.00	216.63 MTD 216.63 YTD
B02 STATE HIGHWAY	215.82	0.81	0.00	216.63	0.00	
B04 PARK FUND	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 MTD 1,000.00 YTD
B05 FEMA	1,000.00	0.00	0.00	1,000.00	0.00	
B08 POLICE LEVY	10,313.97	3,046.38	696.45	12,663.90	21.53	12,642.37 MTD 12,642.37 YTD
B09 BLOCK GRANT WATERLINE REPLACE	789.52	22,385.15	10,510.77	12,663.90	21.53	
B10 PERMISSIVE MVL	19,829.92	247.00	76.09	20,000.83	244.04	19,756.79 MTD 19,756.79 YTD
B11 COVID RELIEF	13,139.77	7,567.02	705.96	20,000.83	244.04	
E01 WATER FUND	32,121.47	37.68	284.39	31,874.76	628.11	31,246.65 MTD 31,246.65 YTD
E02 SEWER FUND	27,679.21	11,670.44	7,474.89	31,874.76	628.11	
C01 TRUCK DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
D01 OPWC GRANT	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
D03 INCOME TAX/PERM IMPROVE	18,461.97	1.94	447.01	18,016.90	0.00	18,016.90 MTD 18,016.90 YTD
E01 WATER FUND	16,878.83	1,650.11	512.04	18,016.90	0.00	
E02 SEWER FUND	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
C01 TRUCK DEBT SERVICE	2,515.30	245.00	0.00	2,760.30	0.00	2,760.30 MTD 2,760.30 YTD
D01 OPWC GRANT	1,057.00	2,573.60	870.30	2,760.30	0.00	
D03 INCOME TAX/PERM IMPROVE	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
E01 WATER FUND	37,500.88	0.00	0.00	37,500.88	0.00	37,500.88 MTD 37,500.88 YTD
E02 SEWER FUND	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
C01 TRUCK DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
D01 OPWC GRANT	0.00	0.00	0.00	0.00	0.00	0.00 MTD 0.00 YTD
D03 INCOME TAX/PERM IMPROVE	163,579.27	2,114.56	882.62	164,811.21	515.00	164,296.21 MTD 164,296.21 YTD
E01 WATER FUND	152,855.22	43,182.36	31,226.37	164,811.21	515.00	
E02 SEWER FUND	390,741.32	11,859.18	8,890.47	393,710.03	22,159.92	371,550.11 MTD 371,550.11 YTD
	365,100.43	177,712.67	149,103.07	393,710.03	22,159.92	
	159,741.55	9,424.34	11,557.86	157,608.03	28,074.55	129,533.48 MTD 129,533.48 YTD
	156,909.69	120,882.56	120,184.22	157,608.03	28,074.55	

Paul Ray

Peggy Atschel

Kari Salberry

REPORTING YEAR FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE
E03 WATER CONTINGENCY	51,405.67 49,736.24	0.00 1,669.43	0.00 0.00	51,405.67 51,405.67	0.00 0.00	51,405.67 MTD 51,405.67 YTD
E06 WATER DEPOSIT FUND	17,279.22 16,042.10	0.00 1,300.16	0.00 63.04	17,279.22 17,279.22	0.00 0.00	17,279.22 MTD 17,279.22 YTD
G01 RUNA ESCROW	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 MTD 0.00 YTD
GRAND TOTAL ALL FUNDS MONTH-TO-DATE	1,338,759.80	27,810.21	35,470.31	1,331,099.70	69,291.98	1,261,807.72 MTD
GRAND TOTAL ALL FUNDS YEAR-TO-DATE	1,298,578.10	513,793.90	481,272.30	1,331,099.70	69,291.98	1,261,807.72 YTD

REPORTING YEAR EXPENSE #	EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
B01-6B-211-0	WAGES	26,222.02	0.00	544.00	6,212.05	0.00	20,009.97	76.31%
B01-6B-212-0	BENEFITS	3,800.00	0.00	84.05	955.70	0.00	2,844.30	74.85%
B01-6X-230-0	STATE AUDITOR FEE	100.00	0.00	0.00	0.00	0.00	100.00	100.00%
B01-6X-230-1	STREET CONTRACTUAL SERVICES	428.00	0.00	0.00	428.00	0.00	0.00	0.00%
B01-6X-240-0	SUPPLIES & MATERIALS	3,499.98	0.00	68.40	2,915.02	21.53	563.43	16.10%
B01-6X-272-0	ADVANCE TO BE REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	STREET FUND SUB TOTAL	34,050.00	0.00	696.45	10,510.77	21.53	23,517.70	69.07%
B02-6B-240-0	SUPPLIES & MATERIALS	1,800.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
B02-6C-211-0	STATE HWY/WAGES	2,100.00	0.00	0.00	0.00	0.00	2,100.00	100.00%
B02-6C-240-0	CLEANING/SNOW REMOVAL	800.00	0.00	0.00	0.00	0.00	800.00	100.00%
B02-6E-230-0	TRAFFIC SIGNS/SIGNALS	1,100.00	0.00	0.00	0.00	0.00	1,100.00	100.00%
B02-6E-231-0	UTILITIES	1,000.00	0.00	76.09	705.96	244.04	50.00	5.00%
B02-6X-230-0	STATE AUDITOR FEE	150.00	0.00	0.00	0.00	0.00	150.00	100.00%
	STATE HIGHWAY FUND SUB TOTAL	6,950.00	0.00	76.09	705.96	244.04	6,000.00	86.33%
B04-3B-231-0	UTILITIES	3,200.00	0.00	282.44	2,512.91	412.09	275.00	8.59%
B04-3B-240-0	SUPPLIES & MATERIALS	19,600.00	0.00	1.65	4,800.43	216.02	14,503.55	74.00%
B04-3X-230-0	STATE AUDITOR FEE	400.00	0.00	0.00	0.00	0.00	400.00	100.00%
B04-3X-230-1	COUNTY AUDITOR FEE	150.00	0.00	0.30	68.97	0.00	81.03	54.02%
B04-3X-230-2	DEL. REAL EST. TAX & COLL. FEE	40.00	0.00	0.00	12.58	0.00	27.42	68.55%
B04-3X-230-3	ENGINEERING SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B04-7H-230-0	DELIQ LAND TAX ADVERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	PARK FUND SUB TOTAL	23,390.00	0.00	284.39	7,474.89	628.11	15,287.00	65.36%
B05-7A-230-0	FEMA ADMINISTRATION COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B05-7X-192-0	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B05-7X-250-0	CDGB SEWER PLANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B05-7X-272-0	REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B05-8X-253-0	FEMA REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	FEMA FUND SUB TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B08-1A-211-0	POLICE WAGES	15,184.00	0.00	387.00	387.00	0.00	14,797.00	97.45%
B08-1A-212-0	POLICE BENEFITS	1,216.00	0.00	59.79	59.79	0.00	1,156.21	95.08%
B08-1A-240-0	SUPPLIES & MATERIALS	50.00	0.00	0.00	0.00	0.00	50.00	100.00%
B08-1A-261-0	CRUISER PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B08-7C-230-0	COUNTY AUDITOR FEE	130.00	0.00	0.22	55.86	0.00	74.14	57.03%
B08-7H-230-0	DELIQ LAND TAX ADVERT	90.00	0.00	0.00	0.02	0.00	89.98	99.98%
B08-7H-230-1	DEL. REAL EST. TAX & COLL FEES	35.00	0.00	0.00	9.37	0.00	25.63	73.23%
B08-7H-272-0	ADVANCE TO BE REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	POLICE LEVY FUND SUB TOTAL	16,705.00	0.00	447.01	512.04	0.00	16,192.96	96.93%
B09-7X-272-0	REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	BLOCK GRANT WATERLINE REPLACE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B10-6X-230-0	STATE AUDITOR FEE	80.00	0.00	0.00	0.00	0.00	80.00	100.00%
B10-6X-240-0	SUPPLIES AND MATERIALS	2,120.00	0.00	0.00	870.30	0.00	1,249.70	58.95%
	PERMISSIVE MVL FUND SUB TOTAL	2,200.00	0.00	0.00	870.30	0.00	1,329.70	60.44%

REPORTING YEAR EXPENSE #	EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
B11-7X-240-0	COVID RELIEF EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	COVID RELIEF FUND SUB TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B12-7X-240-0	AMERICAN RESCUE PLAN ACT	37,500.88	0.00	0.00	0.00	0.00	37,500.88	100.00%
C01-7X-261-0	TRUCK PRINCIPLE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
C01-7X-262-0	TRUCK INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	TRUCK DEPT SERVICE FUND SUB TO	37,500.88	0.00	0.00	0.00	0.00	37,500.88	100.00%
D01-5D-250-0	OPWC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	OPWC GRANT FUND SUB TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D03-7I-271-0	TRANSFER TO TRUCK DEBT	12,511.84	0.00	0.00	0.00	0.00	12,511.84	100.00%
D03-7I-271-1	TRANSFER TO WATER LOAN 5022	6,202.00	0.00	0.00	0.00	0.00	6,202.00	100.00%
D03-7K-211-0	WAGES	10,500.00	0.00	756.70	7,489.45	0.00	3,010.55	28.67%
D03-7K-212-0	BENEFITS	3,000.00	0.00	116.92	1,306.85	0.00	1,693.15	56.44%
D03-7K-230-0	STATE AUDIT FEE	3,000.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
D03-7K-230-1	SOLICITOR CONTRACT SERVICES	500.00	0.00	0.00	0.00	0.00	500.00	100.00%
D03-7K-240-0	IT SUPPLIES & MATERIALS	4,000.00	0.00	9.00	2,621.32	515.00	863.68	21.59%
D03-7K-241-0	CREDIT CARD FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
D03-7K-250-0	CAPITAL OUTLAY	130,000.00	0.00	0.00	19,808.75	0.00	110,191.25	84.76%
D03-7K-272-0	INCOME TAX REFUNDS	700.00	0.00	0.00	0.00	0.00	700.00	100.00%
D03-7K-273-0	PRIOR YEAR REFUND	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
	INCOME TAX/PERM IMPROVE FUND S	171,413.84	0.00	882.62	31,226.37	515.00	139,672.47	81.48%
E01-5A-211-1	SUPERINTENDENT WAGES	11,200.00	0.00	844.92	9,787.58	237.17	1,175.25	10.49%
E01-5A-211-2	CLERK WAGES	5,200.00	0.00	418.84	4,188.40	0.00	1,011.60	19.45%
E01-5A-211-3	METER READER WAGES	1,400.00	0.00	0.00	376.90	0.00	1,023.10	73.08%
E01-5A-211-4	TEMP LABOR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5A-211-6	CLERK HELPER WAGES	2,300.00	0.00	240.64	2,261.14	0.00	38.86	1.69%
E01-5A-211-7	LABORER WAGES	42,100.00	0.00	2,381.60	30,615.92	0.00	11,484.08	27.28%
E01-5A-212-1	SUPERINTENDENT BENEFITS	1,900.00	0.00	130.54	1,506.91	0.00	293.09	16.28%
E01-5A-212-3	CLERK BENEFITS	900.00	0.00	64.72	812.02	0.00	87.98	9.78%
E01-5A-212-4	METER READER BENEFITS	250.00	0.00	0.00	153.20	0.00	96.80	38.72%
E01-5A-212-5	TEMP LABOR BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5A-212-6	CLERK HELPER BENEFITS	380.00	0.00	37.16	349.20	0.00	30.80	8.11%
E01-5A-212-7	LABORER BENEFITS	14,625.00	0.00	455.96	5,656.91	264.00	8,704.09	59.52%
E01-5B-240-0	BILLING SUPPLIES & MATERIALS	1,800.00	0.00	36.00	1,306.69	48.50	444.81	24.71%
E01-5B-241-0	CREDIT CARD CHARGES	2,100.00	0.00	0.00	1,113.36	750.00	236.64	11.27%
E01-5D-250-0	CDBG-CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5D-250-1	HARR CITY GRANT CAP OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5D-250-2	ARC OMEGA GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5H-243-0	AUTO REPAIR & MAINT	1,100.00	0.00	0.00	245.34	6.20	848.46	77.13%
E01-5I-230-0	LANDS & BUILDINGS	5,300.00	0.00	0.00	1,353.00	0.00	3,947.00	74.47%
E01-5I-231-0	UTILITIES	31,380.00	0.00	1,770.72	21,399.65	3,558.44	6,421.91	20.47%
E01-5X-230-0	STATE AUDITOR FEE	5,880.00	0.00	0.00	0.00	0.00	5,880.00	100.00%
E01-5X-230-1	SOLICITOR CONTRACTUAL SERVICE	200.00	0.00	0.00	0.00	0.00	200.00	100.00%
E01-5X-230-2	ENGINEERING SERVICE	4,000.00	0.00	0.00	0.00	0.00	4,000.00	100.00%
E01-5X-230-4	CONTRACTUAL SERVICES	7,500.00	0.00	0.00	5,732.53	398.01	1,369.46	18.26%
E01-5X-240-0	SUPPLIES & MATERIALS	38,240.00	0.00	2,509.37	18,367.33	11,246.61	8,626.06	22.56%
E01-5X-250-0	OWDA GRANT CAP OUTLAY	32,470.00	0.00	0.00	32,470.00	0.00	0.00	0.00%

REPORTING YEAR EXPENSE #	EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
E01-5X-260-0	LOAN PRINCIPLE	22,401.24	0.00	0.00	10,992.91	5,650.99	5,757.34	25.70%
E01-5X-261-0	LOAN INTEREST	1,770.00	0.00	0.00	247.44	0.00	1,522.56	86.02%
E01-5X-273-0	MISC REFUNDS	650.00	0.00	0.00	166.64	0.00	483.36	74.36%
	WATER FUND FUND SUB TOTAL	234,946.24	0.00	8,890.47	149,103.07	22,159.92	63,683.25	27.11%
E02-5A-211-1	SUPERINTENDENT WAGES	11,500.00	0.00	844.92	8,391.24	0.00	3,109.76	27.03%
E02-5A-211-2	LABORER WAGES	50,900.00	0.00	5,784.22	49,292.03	0.00	707.97	1.42%
E02-5A-211-3	METER READER WAGES	1,400.00	0.00	0.00	376.90	0.00	1,023.10	73.08%
E02-5A-211-4	TEMP LABOR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E02-5A-211-5	CLERK WAGES	5,200.00	0.00	418.86	4,188.60	0.00	1,011.40	19.45%
E02-5A-211-6	CLERK HELPER WAGES	1,100.00	0.00	0.00	0.00	0.00	1,100.00	100.00%
E02-5A-212-1	SUPERINTENDENT BENEFITS	1,900.00	0.00	130.54	1,505.26	0.00	394.74	20.78%
E02-5A-212-2	LABORER BENEFITS	8,500.00	0.00	981.64	8,070.68	264.00	165.32	1.95%
E02-5A-212-3	METER READER BENEFITS	300.00	0.00	0.00	153.24	0.00	146.76	48.92%
E02-5A-212-4	TEMP LABOR BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E02-5A-212-5	CLERK BENEFITS	833.35	0.00	64.72	781.73	0.00	51.62	6.19%
E02-5A-212-6	CLERK HELPER BENEFITS	166.65	0.00	0.00	0.00	0.00	166.65	100.00%
E02-5B-240-0	BILLING SUPPLIES & MATERIALS	1,300.00	0.00	36.00	380.67	0.00	870.83	66.99%
E02-5D-240-0	AUTO SUPPLIES & MATERIALS	1,200.00	0.00	0.00	324.98	26.55	848.47	70.71%
E02-5E-230-0	LAND & BUILDINGS	13,210.00	0.00	966.00	12,824.57	231.40	154.03	1.17%
E02-5E-231-0	UTILITIES	29,500.00	0.00	1,450.51	12,588.82	15,636.18	1,275.00	4.32%
E02-5E-250-0	CAP OUT-OWDA CLARIFIER	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E02-5X-230-0	STATE AUDITOR FEE	1,800.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
E02-5X-230-1	SOLICITOR CONTRACTUAL SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E02-5X-230-2	ENGINEERING SERVICES	500.00	0.00	0.00	0.00	0.00	500.00	100.00%
E02-5X-230-4	CONTACTUAL SERVICES	2,500.00	0.00	0.00	2,306.00	150.00	44.00	1.76%
E02-5X-243-0	SUPPLIES & MATERIALS	27,100.00	0.00	880.45	16,749.50	9,467.92	882.58	3.26%
E02-5X-260-0	LOAN PRINCIPLE	6,236.00	0.00	0.00	2,250.00	2,250.00	1,736.00	27.84%
E02-5X-261-0	LOAN INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E02-5X-273-0	MISC REFUNDS	80.00	0.00	0.00	0.00	0.00	80.00	100.00%
	SEWER FUND FUND SUB TOTAL	164,326.00	0.00	11,557.86	120,184.22	28,074.55	16,067.23	9.78%
E03-5D-250-0	CONTINGENCY CAPITAL OUTLAY	12,900.00	0.00	0.00	0.00	0.00	12,900.00	100.00%
	WATER CONTINGENCY FUND SUB TOT	12,900.00	0.00	0.00	0.00	0.00	12,900.00	100.00%
E08-5A-000-0	DEPOSITS REFUNDED	9,000.00	0.00	0.00	63.04	0.00	8,936.96	99.30%
E08-5B-000-0	DEPOSITS APPLIED	3,300.00	0.00	0.00	0.00	0.00	3,300.00	100.00%
	WATER DEPOSIT FUND FUND SUB TO	12,300.00	0.00	0.00	63.04	0.00	12,236.96	99.49%
G01-7X-273-0	RUMA BOND REFUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	RUMA ESCROW FUND SUB TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	.00%
	GRAND TOTAL	1,132,901.96	0.00	35,470.31	481,272.30	69,291.98	582,337.68	51.40%

STATE OF OHIO)	
)	ss. ORDINANCE REQUIRING
COUNTY OF HARRISON)	AGREEMENT FOR ANNEXATION
)	FOR PARCELS AND TERRITORIES
)	RECEIVING MUNICIPAL
)	WATER AND/OR SEWER
)	UTILITY SERVICES

**BEFORE THE VILLAGE COUNCIL OF THE VILLAGE OF SCIO,
HARRISON COUNTY, OHIO**

This date, Sept. 22, 2021, Councilperson Jim Clark moved

the adoption of the following Ordinance:

WHEREAS, Council determines that it is in the best interests of the Village of Scio (the "Municipality") and its inhabitants to require parcels and territories receiving Municipal water and/or sewer utility services to be annexed within the corporate limits of the Municipality as a condition of the extension and/or continuation of said services; and

WHEREAS, Council further determines said annexation requirement in exchange for Municipal water and/or sewer utility services shall apply to: (1) future extensions of said services; and (2) the continuation of Municipal water and/or sewer utility services through existing infrastructure; and

WHEREAS, the home rule authority of the Municipality pursuant to the Constitution of the State of Ohio, including but not limited to Art. XVIII, Sections 3, 4, and 6, empowers the Village of Scio to enact and enforce an Ordinance requiring existing and prospective

extraterritorial customers of the Municipal water and/or sewer utility services to consent to the annexation of any parcel or territory which is provided Municipal water and/or sewer utility services.

NOW THEREFORE, it is hereby RESOLVED and ENACTED by the Council that:

1. As a condition for the extension of the Municipality's water and/or sewer utility services, all titled owners of land outside the corporate limits of the Municipality must agree to the annexation of each parcel of property or territory receiving such water and/or sewer utility services.

2. As a condition for the continued service of the Municipality's water and/or sewer utility services, all titled owners of land outside the corporate limits of the Municipality must agree to the annexation of each parcel of property or territory receiving such water and/or sewer utility services.

3. Each owner of any parcel of property or territory which is an existing or prospective extraterritorial customer of the Municipal water and/or sewer utility services shall provide an Agreement with Irrevocable Power of Attorney ("Agreement") to the Municipality consenting to the annexation of property receiving the benefit of Municipal water and/or sewer utility services and appointing the Municipality with the authority to execute, present and process any necessary Petition(s) for Annexation including the involved parcel or territory.

4. Any owner who fails to approve and return the Agreement called for under this Ordinance, within thirty (30) days following notice, shall have their water and/or sewer utility

services suspended. In the event of a suspension of service under this Ordinance, the approval and delivery of the Agreement called for under this Ordinance shall be a condition of restoration of service.

5. The Agreement called for under this Ordinance shall be substantially in the form attached hereto as Exhibit A.

6. Council hereby determines that this Ordinance is consistent with and advances the Municipality's authority and objectives to promote organized growth and expansion, economic development, sustained economic stability, and to protect public health by expanding public water and sewer infrastructure and service with the goal of reducing or eliminating private systems.

7. It is found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

8. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the citizens of the Village of Scio, Ohio.

WHEREFORE, this Ordinance shall take effect and be in force immediately following its passage.

Councilperson Kari Salberry seconded the motion and, thereupon, the votes in favor of the Ordinance were recorded and approval is reflected by the signatures hereto.

Approved:

Date: Sept. 22, 2021.

ATTEST:

Kevin E. Thompson
Council President

Heidi S. Trice
Clerk - Treasurer

Approved as to form:

[Signature]
Legal Counsel

CERTIFICATION

I hereby certify on this 22 day of Sept., 2021, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on 22 Sept, 2021, of the Village of Scio, County of Harrison, State of Ohio.

Heidi S. Trice
Clerk - Treasurer

Village of Scio - Audit Adjustment

From: Jessica L. Carter (jlcarter@ohioauditor.gov)

To: scio1@frontier.com

Date: Monday, September 13, 2021, 03:44 PM EDT

Hi Heidi,

I'm working to wrap up the Village's audit. In regards to the franchise fees, we are proposing an adjustment in the amount of \$6,210 from the Park Fund to the General Fund for tested receipts #15322 (Charter Communications \$3,148.39) and #15647 (Charter Communications \$3,061.59). If you agree to post this adjustment, I will need you to provide me with a report showing these funds' balances prior to the adjustment, and then another report showing fund balances after the adjustment. This provides us with support for our work papers that the adjustment was posted to your system. If you could also provide a report of the transaction to make the adjustment, that would be good. This could be a batch report or something similar. Should you decide not to post this adjustment, we will issue a formal Finding for Adjustment that will carry forward to future audits until it is posted by the Village.

Thank you!

Jessica



Facebook | Twitter | OhioAuditor.gov

Transfer

ACCT #	ACCOUNT DESCRIPTION	UNENC BAL	ORG APP	APP POST	NEW APP
GER 001-7X-999-0	OTHER FINANCIAL USES	19764.96	35550.00	6210.00	41760.00
SUB 001				6210.00	
PERK 004-3B-240-0	SUPPLIES & MATERIALS	14503.55	19600.00	-6210.00	13390.00
SUB 004				-6210.00	
GRAND TOTAL				.00	

Rev 2021-067

1. Andrew Turner
2. Jim Clark

Amend appropriations to reflect adjustment recommended by the State Auditor

- Betty - year
- Carol - year
- Erin - year
- Kari - year
- Jim - year
- Andrew - year

Motion passed

9-22-21



RESOLUTION 43-21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, HARRISON COUNTY OHIO,
TO GRANT/DENY THE ANNEXATION OF 730.746 ACRES TO THE VILLAGE OF SCIO

Whereas, the Village of Scio filed a petition with this Board to annex 730.746 acres of North Township,

Whereas, the Harrison County Engineer filed a report pursuant to O.R.C. Section 709.031 verifying the accuracy of the legal descript of the perimeter, map, or plat,

Whereas, the Board of Commissioners are required to make specific findings of fact,

Whereas, the petition filed either meets or fails to meet the requirements of the following (Circles reflect meets requirement):

- ✓ (1) The petition meets all the requirements set forth in, and was filed in the manner provided in, section 709.02 of the Revised Code. Including 709.02:
 - Each signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed. (ORC 709.02 (C) (1))
 - Norris: Yes
 - Bethel: Yes
 - Coffland: Yes
 -
 - Petition includes accurate legal description of perimeter. (ORC 709.02 (C) (2))
 - Norris: Yes
 - Bethel: Yes
 - Coffland: No
 -
 - Petition includes accurate map or plat. (ORC 709.02 (C) (2))
 - Norris: Yes
 - Bethel: Yes
 - Coffland: No
 -
 - Petition includes name and address of agent for petitioners. (ORC 709.02 (C) (3))
 - Norris: Yes
 - Bethel: Yes
 - Coffland: Yes
 -
 - List of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner, and permanent parcel number was submitted with petition. (ORC 709.02 (D))
 - Norris: Yes
 - Bethel: Yes
 - Coffland: Yes
 -

- Real estate is contiguous to municipality to which annexation is proposed. (ORC 709.02 (A))
 - Norris: No
 - Bethel: No
 - Coffland: No
 -
- ✓ (2) The persons who signed the petition are owners of real estate located in the territory proposed to be annexed in the petition, and, as of the time the petition was filed with the board of county commissioners, the number of valid signatures on the petition constituted a majority of the owners of real estate in that territory.
 - Norris: Yes
 - Bethel: Yes
 - Coffland: Yes
- ✓ (3) The municipal corporation to which the territory is proposed to be annexed has complied with division (D) of section 709.03 of the Revised Code.
 - Norris: No
 - Bethel: No
 - Coffland: No
- ✓ (4) The territory proposed to be annexed is not unreasonably large.
 - Norris: No
 - Bethel: Yes
 - Coffland: Yes
- ✓ (5) On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted. As used in division (A)(5) of this section, "surrounding area" means the territory within the unincorporated area of any township located one-half mile or less from any of the territory proposed to be annexed.
 - Norris: Yes
 - Bethel: Yes
 - Coffland: Yes
- ✓ (6) No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipal corporation has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of this division, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code.
 - Norris: No
 - Bethel: No
 - Coffland: No

Whereas, based on the foregoing the Harrison County Board of Commissioners Grant/Deny the petition for annexation to the Village of Scio.

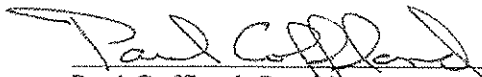
Commissioners in favor of Resolution:

Paul Coffland, President

Don Bethel

Dale Norris

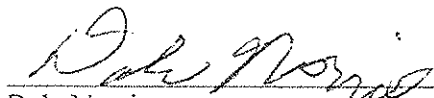
Commissioners opposed to Resolution:



Paul Coffland, President



Don Bethel



Dale Norris

This Resolution was passed this 15 day of September 2021

Attested: Misty Bailie, Clerk.

**NORTH TOWNSHIP AND VILLAGE OF SCIO
ANNEXATION AGREEMENT**

This North Township and Village of Scio Annexation Agreement (the "Annexation Agreement" or "Agreement") is made and entered into as of Sept 14, 2021 by and between the Board of Trustees for North Township, Harrison County, Ohio (hereafter "TOWNSHIP") and the Village of Scio, Harrison County, Ohio (hereafter, "VILLAGE") (hereafter the "Contracting Parties" or "Parties") in accordance with the terms and provisions set forth herein.

RECITALS

A. The TOWNSHIP and the VILLAGE intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the TOWNSHIP, and other matters as permitted in Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the state of Ohio;

B. The legislative authorities of the TOWNSHIP and the VILLAGE have each authorized and directed the TOWNSHIP and the VILLAGE, respectively, to make and enter into this Annexation Agreement by and through their respective officers in accordance with Resolution No. 09-14-2021, adopted by the Board of Township Trustees on 9-14-2021, 2021, and Ordinance No. 2021-06, adopted by the Scio Village Council on 08-25, 2021.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Annexation Agreement the TOWNSHIP and the VILLAGE bind themselves, their agents, employees and successors as follows;

SECTION 1 - DESIGNATION OF TERRITORIES WHERE ANNEXATION PERMITTED

1.1. This Agreement is applicable to the following areas which are depicted on maps and a list of parcels, attached hereto and incorporated herein as Exhibit "A," all of which areas are located within the boundaries of the TOWNSHIP, and which are hereafter collectively referred to as the "Permitted Territory."

1.2. The above Permitted Territory may be altered by mutual agreement of the TOWNSHIP and VILLAGE, but only by means of appropriate legislation authorizing such alteration approved by the legislative authorities of all of the parties hereto. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a 90-day period.

1.3. Should any alteration of the above-mentioned Permitted Territory require a survey to be made, the VILLAGE shall have the responsibility to acquire and pay for the services of a surveyor to perform such survey.

SECTION 2 – ANNEXATION, CONFORMING BOUNDARIES

2.1. The TOWNSHIP and VILLAGE agree that the TOWNSHIP shall not oppose the annexation of any of the Permitted Territory to the VILLAGE, and agrees that in the event the owners of such properties petition to annex their properties to the VILLAGE, the TOWNSHIP waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.02 and 709.033 (known as the “Regular Annexation Procedures”) or 709.022, 709.023, or 709.024 (also known as the “Expedited Annexation Procedures”), or the successors to such Sections.

2.2. The TOWNSHIP and VILLAGE recognized and agree that the annexation of any of the Permitted Territory will be for the general good of the territory sought to be annexed when subject to the terms of this Agreement, will not create islands of TOWNSHIP territory, will not be detrimental to the provisions of governmental services, such areas are contiguous to the VILLAGE, and are not unreasonably large.

2.3. Throughout the time this Agreement is in effect, in the event that the VILLAGE annexes any of the Permitted Territory, the VILLAGE shall not subsequently conform the boundaries of such properties by initiating a change to the TOWNSHIP’s boundary under Chapter 503 of the Ohio Revised Code. Additionally, the VILLAGE agrees that if, for any reason or by any means, any of the Permitted Territory is conformed with the boundaries of the VILLAGE during the term of this Agreement, the VILLAGE shall take action to collect in full any property tax revenue, attributable to such Permitted Property, which the TOWNSHIP would have been entitled to receive if no conformity had occurred, and thereupon, within thirty (30) days of receipt, remit such sums in full to the TOWNSHIP. Additionally, the VILLAGE shall not grant any form of tax abatement or tax incentive beyond the abatement currently granted to current property owners and businesses, if any, without the consent of the TOWNSHIP.

SECTION 3- SERVICES

3.1. The VILLAGE shall provide the same services which it provides to other residents and/or businesses located in the VILLAGE including, but not limited to: contracted police protection; snow removal on public ways and street maintenance and repair; as well as any other services and/or facilities which are available to residents of the VILLAGE.

3.2. Potable water and sanitary sewer services shall be provided to the Permitted Territory as currently provided or as the applicable entities, including Harrison County, may agree to provide such services in the future.

SECTION 4- GENERAL PROVISIONS

4.1. For public roadways maintained by each party, each party agrees to save harmless the other from liability which may result as a result of either entity failing to properly maintain traffic control devices and thereby creating a nuisance in the public right-of-way within the VILLAGE. Further, each party agrees to save harmless the other from liability which may result

as a result of any entity failing to properly maintain public road pavement and right-of-way and thereby creating a nuisance in the public right-of-way within the VILLAGE.

4.2. The term of this Agreement shall commence on the date hereof and shall terminate fifty (50) years thereafter (unless otherwise terminated prior to that date as provided herein). At the end of such term, this Agreement will be extended for an additional fifty (50) years unless the parties jointly agree to terminate the Agreement. This Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of water and sanitary sewer service facilities and public roadways along with the other possible capital improvements provided for herein is of permanent usefulness and duration.

4.3. This Agreement may be terminated at any time by mutual consent of the TOWNSHIP and the VILLAGE as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of ninety (90) days from the date of legislative action of the other party terminating this Agreement.

4.4. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a Court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.

4.5. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions in order to effectuate the purposes of this Agreement.

4.6. In the event the parties have a dispute as to any of the terms of applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Agreement be mediated, then any of the parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the parties.

4.7. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both, or may pursue such other remedies as may be available.

4.8. This Agreement may be amended by the TOWNSHIP and VILLAGE only in writing approved by the legislative authorities of both parties by means of appropriate legislation

authorizing such amendment. Such amendment, in order to be effective, must be authorized by appropriate legislation authorizing such amendment(s) approved by the legislative authorities of the Parties hereto. Such amendment(s), in order to be effective, must be authorized by appropriate legislation passed by each of the Parties hereto within a ninety (90) day period.

4.9. By entering into this Agreement, neither the VILLAGE, nor the TOWNSHIP intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

4.10. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any of the provisions of the Ohio Constitution or of the VILLAGE's municipal charter or of the Ohio Revised Code, nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to boards of county commissioners under any provisions of the Ohio Constitution or of the Ohio Revised Code.

4.11. This Agreement shall inure to the benefit of and shall be binding upon the TOWNSHIP, VILLAGE, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not a party to this Agreement. This Agreement represents the only and entire Agreement between the parties regarding annexation.

4.12. Except as otherwise provided in this Agreement, in the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

4.12.1 That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were contained herein or therein;

4.12.2 The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

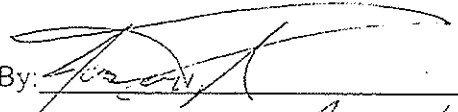
4.12.3 Each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

4.13. The parties agree that just as Ohio Revised Code Section 709.192 is to be liberally construed to allow parties to enter into Annexation Agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desire of each of the parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing by the TOWNSHIP and VILLAGE, and the State of Ohio, in the benefits of economic development, even if the economic development does not occur in an unincorporated area. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

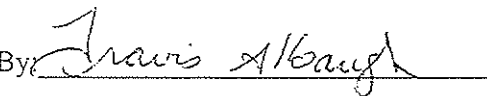
4.14. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

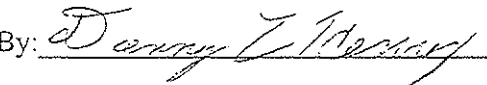
IN WITNESS WHEREOF, the TOWNSHIP and VILLAGE have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

VILLAGE OF SCIO

By: 
Susan Tubault Administrator / Scio
Printed Name and Capacity

THE BOARD OF TOWNSHIP TRUSTEES
OF NORTH TOWNSHIP

By: 

By: 

By: 

NORTH TOWNSHIP AND VILLAGE OF SCIO ANNEXATION AGREEMENT
Exhibit "A" – List of Permitted Territory

Parcel Nos.	Titled Owner
200000010000 200000009000	Robert R. Hendricks
200000728000 200000613000	Thomas A. & Cynthia L. Spiker Trustees Revocable Living Trust U/A April 18, 2019
200000395000 200000144000 200000394000 200000728001 200000495001	James M. Barrett Kathleen A. Barrett
200000073000 200000075000 200000615000 200000440001 200000440002 200000440000 200000075001 200000075004 200000075005 200000073001 200000169000 200000168000 200000828000	Utica East Ohio Midstream, LLC
200000590000 200000583000	Scio Pottery Co.
210000581000 200000597000 200000075003	Ohio Rail Development Commission
200000730003 210000476003 200000013001 200000730000	Harrison County Commissioners
2000000075002	Dedicated Roadway
200000728004	Ohio Power Co.
200000075006	AEP Ohio Transmission Co., Inc.



Jason Tubaugh <tubaugh.jasonusmc@gmail.com>

Re: SR646 / East College St Scio (project ID 112295 HAS-646-6.37)

4 messages

Jason Tubaugh <tubaugh.jasonusmc@gmail.com>

Thu, Sep 9, 2021 at 1:32 PM

To: dan.lorenz@dot.ohio.gov

Cc: Steven Hamit <shamit@thethrashergruop.com>, "Heidi L. Trice, Clerk/Treasurer" <scio1@frontier.com>, "Michelle Carpenter, Mayor Village of Scio" <sciomayor@frontier.com>, trice33hlt@gmail.com

Dan

Good afternoon, Yesterday evening the Village council discussed several options for the intersection of SR646 and east College St in Scio. Project ID 112295 HAS-646-6.37

Option 1- The potential to close the road until the project can be bid out and construction started to do the repairs. This would potentially be until late 2023.

Option 2- Take SR 646 down to one lane, and allow the massive amounts of Semi traffic to utilize the road until 2023. With option 2, would ODOT assist the Village with the signal devices?

I would see the need for two signal devices to be used, and block the one lane from use. The lane that would be blocked would be coned off and or the use of a barrier system.

Option 1- as we discussed the Village would be responsible for the signage to reroute traffic with proper signage. Is any assistance from ODOT possible on this matter?

If this isn't your field of expertise, please direct me to the right person. The Village can and will use any assistance provided by ODOT

Update on the sewer issue, the plans for repair have been submitted, and we are awaiting a PTI to be issued by the OEPA. I foresee the sewer issue being resolved in 2021, but the road resurface may be continued into 2022 due to the procurement as asphalt depending on the time of year.

Lastly, Berry Easterling has called numerous times

The Village would like to get this project slated for 2022, my understanding is that is not possible due to the procedures that ODOT has to follow in order to ensure this is done correctly. That is why this project is slated for 2023, Is my understanding correct on the timeline for this project?

I appreciate your time and assistance on these matters

Thank you

Jason Tubaugh

Administraor, Village of Scio

740 409 2477 cell

740 945 5571 x4 office

Dan.Lorenz@dot.ohio.gov <Dan.Lorenz@dot.ohio.gov>

Fri, Sep 10, 2021 at 7:01 AM

To: Jason Tubaugh <tubaugh.jasonusmc@gmail.com>

Cc: Steven Hamit <shamit@thethrashergruop.com>, "Heidi L. Trice, Clerk/Treasurer" <scio1@frontier.com>, "Michelle Carpenter, Mayor Village of Scio" <sciomayor@frontier.com>, "trice33hlt@gmail.com" <trice33hlt@gmail.com>

Jake,

I will get back to you early next week on this. What is the reason that the road cannot continue as is until construction of the proposed project – vehicular conflicts or further road deterioration? I am primarily trying to understand why taking SR 646 down to one lane would be helpful.

Thank you,

Daniel J. Lorenz, P.E.

LPA Manager
ODOT District 11, Engineering
2201 Reiser Ave SE New Philadelphia, Ohio 44663
330.308.7875
transportation.ohio.gov

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CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Jason Tubaugh <tubaugh.jasonusmc@gmail.com>
To: "Dan.Lorenz@dot.ohio.gov" <Dan.Lorenz@dot.ohio.gov>

Fri, Sep 10, 2021 at 11:47 AM

Dan

Good morning, the replies are in blue to your questions
What is the reason that the road cannot continue as is until construction of the proposed project – vehicular conflicts or further road deterioration? The deterioration of the road is a major issue, at the intersection, the catch basins are crushed and several feet below the surface. The Village has placed metal plates over the existing holes. The Village has tried to use fill material as well. The vast amount of semi traffic on a daily basis pulls any fill material out of the holes. The left side of East College Street is collapsed, the right side of SR646 is also collapsed. The road is degraded on those sides. The major concern is as the roadway gets worse, the liability to the Village.

I am primarily trying to understand why taking SR 646 down to one lane would be helpful.

The one lane concept would block off the section of the road that is collapsing, and keep the traffic on the high side of the road. This would require signal devices on both sides of SR646.

Also, with the approaching winter season the vast amounts of salt needed to keep the intersection from freezing due to the standing water is very costly.

These proposals are being addressed by the Village Council, your input would be appreciated.

We have approximately 15-16 months before this project is to be bid on (sold out for contract) ,The construction phase is approximately 18 + months away.. I am not confident that the roadway will last that long. I am more than willing to host a site visit with all parties, this would allow everyone to see the current condition of the intersection.

Side Note: The sewer issue on Fowler Ave (SR646), the engineering plans have been submitted to the Ohio EPA. The Village is awaiting approval and the issuance of a PTI. We anticipate that the PTI will be issued within four weeks, this has been deemed an emergency project. Once we have the PTI , the project will be out for Bid, once awarded the sewer line will be replaced, this will encompass 550 feet and will pass through the intersection. The sewer will be completed in 2021, the road resurface may be in 2022 depending if we can get asphalt.

This will eliminate the sewer issue for project 112295 HAS 646-6.37.

I appreciate your time, and any input is welcomed.

Jake
Scio VA
740 409 2477 cell

[Quoted text hidden]

Dan.Lorenz@dot.ohio.gov <Dan.Lorenz@dot.ohio.gov>
To: Jason Tubaugh <tubaugh.jasonusmc@gmail.com>

Mon, Sep 13, 2021 at 10:21 AM

Jake,

I discussed the options you mentioned below with our District Traffic Engineer (Chris Varcolla) and Capital Programs Administrator (Shane Locke). Shane also ran the information provided below by our District Deputy Director, Tom Corey.

- The decision on how to maintain traffic along this section of SR 646 will be up to the Village.
- ODOT District 11 (D11) strongly discourages the complete closure of this section of SR 646, especially because it would be an extended closure.
- If the Village decides to close a lane and go with alternating, one-way traffic at this location, ODOT D11 cannot provide signals for the Village's use (the Village would be responsible for providing signals). ODOT D11 only has a handful of signals at its disposal, which need to be used in other capacities throughout the District. However, ODOT D11 could provide advanced warning signage for the proposed lane closure. If the Village decides to go this route, make sure traffic queuing is considered, especially with the proximity of the railroad tracks.
- We are expediting the subject project as much as possible, and we will continue to do so. As discussed previously, R/W Acquisition is the critical path for the project timeline. The plans should essentially be done by the end of this year, but the R/W Acquisition process can take up to 9 months or more. ODOT D11 will do everything it can to move this forward, but certain timelines are required by Federal Law. However, the Village can let affected property owners know the acquisition process is coming up, and highlight the importance of this project. The more cooperative the property owners are, the better the acquisition process can progress.

Please let me know if you have any questions or need more information at this time.

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Certificate of Deposit Maturity Notice

Certificate Number: 000022013145041
Maturity/Renewal Date: 09/28/2021
Maturity/Renewal Value: \$12,281.65
New Maturity Date: 09/28/2022
Renewal Investment: 12 MONTHS GOVERNMENT
MULTI-TERM



12
VILLAGE OF SCIO
HARRISON COUNTY
PO BOX 307
SCIO, OH 43988-0307

Thank you for investing in a PNC Bank Certificate of Deposit (CD). The CD shown above, will mature on 09/28/2021 with a value of \$12,281.65.

Automatically Renew for an Additional Term - Your CD is scheduled to automatically renew for the amount and renewal investment period shown above, which may be different from your original term.

The account will automatically renew on the Maturity Date under the same conditions in the original agreement, subject to PNC's right to change the Rate or other terms for the renewal period, unless the Depositor notifies PNC during the grace period, which ends ten calendar (10) days following the Maturity Date that it wishes to redeem the Account.

The Account Agreement provided to you at account opening provides additional information about the renewal of your CD. Upon renewal, interest will be credited to your CD, unless you receive a periodic interest payment.

When your CD renews, your funds will earn the interest rate and annual percentage yield in effect on 09/28/2021 . Interest rates and annual percentage yields may change between now and 09/28/2021 , please call your Treasury Management Officer or Treasury Management Client Care at 1-800-669-1518 on or after this date for renewal rate information.

Member FDIC



Equal Housing Lender

HARRISON COUNTY COURT
100 WEST MARKET STREET
CADIZ, OHIO 43907
(740) 942-8865



028165

09/09/2021

PAY TO THE
ORDER OF Village Of Scio
*** TWENTY AND 00/100 DOLLARS ***

\$ 20.00

DOLLARS

Village Of Scio



MEMO Aug. 2021 Remittance - Scio Fines

Patricia S. Brown
AUTHORIZED SIGNATURE

⑈028165⑈ ⑆041215032⑆ 01780398992⑈

08/30/2021	94009	TRD 2101595	Winslow, Anthony J	73.10	20.
<i>Aug. 2021</i>		Sub-Total By Agency	SPD	-----> <i>Fines</i>	20.

Case Number . . . :

Date . . : 09/09/2021

Plaintiff :

Amount : \$ 20.00

-vs-

Defendant :

Remarks : Aug. 2021 Remittance - Scio Fines