## AGENDA

## Scio Village Council

## April 24, 2019

Pledge of Allegiance

Roll Call

## Approval of Minutes

- 1. Visitors-
- 2. Letters & Correspondence attached in packet
- 3. Clerk/Treasurer will see you next meeting
- 4. Water/WW-Income Tax Dept.
- 5. Solicitor attended on April 10th
- 6. Mayor's Report
- 7. Village Administrator SEE ATTACHED SHEET
- 8. Old Business
- 9. New Business
- 10. Financial Report Approval
- 11. Pay bills
- 12. Adjourn

#### 7. Village Administrator Agenda 4/24/19

## <u>WTP</u>

-Change in Tier groups for testing lead and copper from the Ohio EPA, a copy is in your packet.

-The water treatment plant is operational and working properly

## WWTP

-The draft permit for the waste water treatment plant is enclosed in your packet. We anticipate finalization by the end of May 2019

- The T-6 pump gasket kid has arrived, we are scheduling the install for May of this year. Once installed, this will be marked as a completion on the Capital Improvement Plan /Asset Management Plan.

## <u>OEPA</u>

-Training recommended by the OEPA SEDO : The course is; Financial Implementation of an Asset Management Plan April 30th, May 7th, and May 14th from 10-11am. This is an online course.

### RCAP/ORWA:

-Mr. Thompson is scheduled for a RCAP field day in June, topics covered will be leak detection, valve exercise, and directional flushing among other items.

### Capital Improvement Projects:

-The VA and Erin from Quicksall Engineering had reviewed the grant application and ensured the application was submitted for the grant process. The Village score is at 65, the engineering firm feels confident in the score for the Village.

## Roadways/ Equipment:

The DuraPatcher this is an ongoing process, and we will continue to utilize the DuraPatcher through the rest of the season.
The park bathrooms are open for the season.
Mr. Custer has started part time work at the park April 22nd for the season.
Part time employee annual evaluation

#### April 10, 2019

Scio Village Council met in regular session on April 10, 2019 at 6 pm with Mayor Michelle Carpenter presiding and leading the Pledge to the Flag. Members present were Erin Thompson, Ron Wright, Andrew Turner, Carol Davy, Heidi Trice and Betty Gotschall. Others included Village Solicitor Jack Felgenhauer, Water/WW Adm. & Income Tax Clerk Janeen Scott, Clerk-Treasurer Trish Copeland and Village Administrator Jason Tubaugh. J.D. Long of the News-Herald was present.

Turner moved to approve minutes from the previous meeting as presented and Gotschall seconded; all present voted yes. Motion carried.

#### Water/WW Clerk & Tax Adm.

Ms. Scott said that as of this week there are 110 new water meters installed – with minimal problems.

Re: Income Tax – Janeen asked Mr. Long to be sure and include in his summary of our meeting that all residents must file an income tax return and non-residents who work in the village must file.

#### Mayor

Reminded everyone of village clean-up on May 4th from 9 to noon at the Allensworth Drive area of town. The Garden Club will be cleaning Main St.

Ms. Carpenter said she would like to see clean-up letters sent to several property owners; Mr. Felgenhauer said a resolution must be prepared to send such letters and those addresses need brought before council. Solicitor Felgenhauer said he prefers pictures be kept with letters and he wants to see them sent certified or delivered by a deputy. Notices on doors are OK only for a warning.

#### Village Administrator

#### WTP

-The meter and remote for Hilltop Apartments has arrived, the Village will do the install late spring to early summer on the 6" water main line.

-The water department and employees have done a great job in installing the new meters. The Village has made great progress thus far.

#### WWTP:

- The T-6 pump and electrical panel for Eastport lift station have arrived.

We are awaiting a shipment of the gasket kit and the installation will be scheduled.

Once installed, this will be marked as a completion on the Capital Improvement Plan /Asset Management Plan.

#### **OEPA:**

-Copper and Iron testing on 20 residential homes is scheduled for this month.

-The OEPA SEDO has recommended several training courses that may be beneficial to the Village. Financial Implementation of an asset management plan, the VA is scheduled for the course, it is a three part webinar.

-The ORC and VA have discussed the CCR and the due date of 1 July 2019. The CCR will be published on the website, and posted in the community per the guidelines set by the OEPA.

#### RCAP/ORWA

-The VA attended the GIS Municipal Course March 28th in Salem Oh. RCAP has several new computer based tools to assist small municipalities in tracking trouble areas, reporting problems to supervisors, and task management of project.

The VA has requested RCAP to establish a program suitable for the Village of Scio.

-Mr. Thompson is scheduled for a RCAP field day in June, topics covered will be leak detection, valve exercise, and directional flushing among other topics.

# April 10

P. 2

#### **Capital Improvement projects:**

-Pending ARC grant submission and approval as well as the OPWC funding for the Phase II project on Second Street. If awarded the project funds will be allotted in 2020.

## Roadways/ Equipment

-The DuraPatcher has been utilized these past several weeks. We have focused our efforts on the worst sections of roadways in the Village. This is an ongoing process, and we will continue to utilize the DuraPatcher through the rest of the season.

- St. Clairsville, ODOT has been very accommodating with the Village in the procurement of the emulsions, the Village will continue to pick up emulsions in St. Clairsville for 2019.

- Mike Conrad has made a verbal offer on the old generator at the WWTP

### General

- LMI survey for the Village of Scio--this is the information used for all grant funding. The Village's last LMI is from 2015. The new LMI survey is a 30 day process from start to finish. Forms can be provided by the County and the Village can utilize the forms for each individual street. The next round of funding will be for 2021 and a new LMI will be needed to apply for any state or local funding.

-The park bathrooms are being worked on, the intent is to open the week of April 22nd-26th.

-Re: Mr. Jim Mathews' office, the VA has emailed and called requesting further information quickly.

- Employee evaluation, recommend an executive meeting for review.

-Baseball; Port O Johns already on site

## **OLD BUSINESS**

Carol Davy gave a recap of the Personnel Committee Meeting held prior to council. Jake Tubaugh had apprised the committee that Ron Thompson's anniversary date was April 2nd and he recommended a 6% raise effective April 27, 2019. This would bring Mr. Thompson to \$14.42 per hour. Davy moved to go ahead with the raise for Ron Thompson to \$14.42 per hour effective April27, 2019 and Trice seconded. Roll call: Davy, yea; Trice, yea; Thompson, abstain; Turner, yea; Wright, yea and Gotschall; yea. Motion carried.

Erin gave a short summary of the park Committee meeting held March 31, 2019. (See included minutes) She told council the baseball officers appreciated the yellow paint council donated to them and that the officers also understood when told that this would be the last year for Onslow Field to be used for baseball due to possible upcoming EPA regulations. Porta Jons have already been installed and the village has yet to see a list of supplies that the ball association needs.

#### **NEW BUSINESS**

The EPA letter that in in council packets this evening is for informational purposes only.

Turner moved to enter Executive Session for legal matters and Davy seconded. Roll call: Turner, yea;, Wright, yea; , Davy, yea; Gotschall, yea; Thompson, yea and Trice, yea. Motion carried. At approximately 7 pm Turner moved to exit the session and Thompson seconded. Roll call Thompson, yea; Turner, yea; Gotschall, yea; Wright, yea; Davy, yea; Trice, yea. Motion carried – there was no action taken at this meeting. April 10 P. 3

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

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

As there was no further business Thompson moved to adjourn the meeting.

ichell Carport Clerk-Treasurer Mayor

CHECK REGISTER REPORT - CHECKS ONLY FROM DATE : 04/11/19 TO DATE : 0	ER REPORT - 04/11/19	CHECKS ONLY TO DATE : 04/24/19	4/24/19	COMPUTER DA	PAGE: 1 COMPUTER DATE: 4/24/2019 1:03:37 PM	1:03:37 PM	
DATE	CHECK #	VEN #	VENDOR NAME	CHECK	PAY IN	ENDING	
	FAY IN #		RECEIVED FROM	AMOUNT	AMOUNT	BALANCE	RECORD #
04/18/2019	1642	07005	GEMSTONE GAS &	175.00		1,239,684.07	17054
04/18/2019	1643	09014	JOHN DEERE GOV & NAT'L SA	224.93		1,239,459.14	17055
04/18/2019	1644	10003	Kimble Recycling & Dispos	97.25		1,239,361.89	17056
04/18/2019	1645	12011	LOWES BUSINESS ACCOUNT	60.68		1,239,301.21	17057
04/18/2019	1646	17003	REAM & HAAGER Environ Lab	1,145.00		1,238,156.21	17058
04/18/2019	1647	20032	TREAS OF STATE/ODOT	683.20		1,237,473.01	17059
04/18/2019	1648	21000	UTILITY TECHNOLOGIES LLC	1,833.95		1,235,639.06	17060
04/18/2019	1649	21002	USA BLUE BOOK	2,083.47		1,233,555.59	17061
04/24/2019	1650	14003	NATIONAL LIME & STONE	639.34		1,280,627.98	17076
04/24/2019	1651	16027	Total Instrument Maintena	350.00		1,280,277.98	17077
04/24/2019	1652	15013	ORME DO IT BEST HDWE	627.45		1,274,691.37	17084
04/23/2019	41219	01001	ACTION NOW PEST CONTROL SCIO TAXTON 452.92	WOIN 452.92		1,279,825.06	17078
04/18/2019	41519	08005	HARRISON COUNTY AUDITOR	1,586.47		1,277,674.24	17069
04/18/2019	41919	15001	OHIO JOB & FAMILY SERVICE	307.81		1,244,113.89	17066
04/23/2019	42219	18012	SCIO PAYROLL	7,944.13		1,271,880.93	17079
04/23/2019	42319	18012	SCIO PAYROLL	1,156.88		1,270,724.05	17080
04/23/2019	42519	20007	TRACTOR SUPPLY CREDIT PLA	31.13		1,274,660.24	17085
04/12/2019	4122019	15002	AMERICAN ELECTRIC POWER	7,451.89		1,226,231.31	17046
				26,851.50	0.00		

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FUND	FUND FUND DESCRIPTION	BALANCE	REVENUE	EXPENSE	BALANCE	AMOUNTS	BALANCE	1
<b>A</b> 01	GENERAL FUND	585,763.02 592,692.53	38,607.23 75,981.93	11,464.51 55,768.72	612,905.74 612,905.74	38,943.53 38,943.53	573,962.21 573,962.21	OTY DTY
A02	GENERAL FUND CD#1	26,490,34 26,488,96	0 • 00 1 • 38	00.0	26,490.34 26,490.34	00.0	26,490.34 26,490.34	MTD YTD
A03	GENERAL FUND CD#2	71.88 40.51	0.00 31.37	00.0	71.88 71.88	00.0	71.88 71.88	МТD УТD
A04	GENERAL FUND CD#3	1,000.00 1,000.00	00°0	00.0	1,000.00 1,000.00	00.0	1,000.00 1,000.00	ИТD ТТD
B01	STREET FUND	2,572.70 5,145.43	3,578.94 10,567.71	2,694.74 12,256.24	3,456,90 3,456,90	835.27 835.27		MTD YTD
B02	STATE BIGHWAY	4,500.60 4,940.85	335.17 901.80	146.91 1,153.79	4,688.86 4,688.86	696.19 696.19	3,992.67 3,992.67	UTN UTY
B04	PARK FUND	20,151.49 21,706.27	6,305.07 6,330.07	1,240.72 2,820.50	25,215.84 25,215.84	2,005.31 2,005.31	23,210.53 23,210.53	MTD
B05	FEMA	00.0	0.00	00.00	00*0 0	00.0	0.00	MTD VTD
B08	POLICE LEVY	12,037.85 12,087.85	2,608.09 2,608.09	64.35 114.35	14,581.59 14,581.59	00.0	14,581.59 14,581.59	UTD YTD
808	BLOCK GRANT WATERLINE REFLACE	00.0	0.00	00.0	00.00	00.00	0.00	UTM YTD
B10	PERMISSIVE MVL	3,314.32 2,758.67	280.66 836.31	00.0	3, 594.98 3, 594.98	0.00	3,594.98 3,594.98	MTD YTD
C01	TRUCK DEBT SERVICE	00*0	0.00	00.0	0.00	0.00	0.00	MTD VTD
D01	OFWC GRANT	00-0	0.00	00.0	0.00	0.00	0.00	ОТТ И
D03	INCOME TAX/PERM IMPROVE	135,922.12 144,966.02	10,319. <b>49</b> 24,526.49	2,874.12 26,125.02	143,367.49 143,367.49	9,668.33 9,668.33	133,699.16 133,699.16	ИТD ТТD
E01	WATER FUND	275,309.63 261,703.64	14,793.85 102,446.34	11,962.20 86,008.70	278,141.28 278,141.28	29,985.81 29,985.81	248,155.47 248,155.47	QTN DTY
E02	SEWER FUND	86,883.14 87,229.18	12,128.71 51,736.03	23,214.49 63,167.85	75,797.36 75,797.36	38,506.47 38,506.47	37,290.89 37,290.89	UTN UTY
E03	WATER CONTINGENCY	46,363.00 44,969.49	299.52 1,693.03	00.0	46,662.52 46,662.52	0.00	46,662.52 46,662.52	UTN UTY
E08	WATER DEPOSIT FUND	13,562.46 13,363.38	123.00 352.26	0.00 30.18	13,685.46 13,685.46	0.00	13,685,46 13,685.46	UTT VTD
G01	RUMA ESCROW	25,000.00 25,000.00	0.00	0.00	25,000,00 25,000,00	00*0	25,000.00 1 25,000.00	UTN UTY

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STATEMENT
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FUND

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REPORTING YEAR 2019 FUND FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVALLABLE BALANCE
GRAND TOTAL ALL FUNDS MONTH-TO-DATE	1,238,942.55	89,379.73	53,662.04	1,274,660.24	120,640.91	1,154,019.33 MTD
GRAND TOTAL ALL FUNDS YEAR-TO-DATE	1,244,092.78	278,012.81	247,445.35	1,274,660.24	120,640.91	1,154,019.33 YTD

Heidi & Dico band Dary Jully Hotserall

RECONCILIATION REPORT FOR THE MONTH MARCH

DATE: 04/08/19 PAGE: 1 COMPUTER DATE 4/8/2019 2:58:24 PM 5

CASH BALANCE	1,184,064.09 0.00 1,010.04 55,518.56 12,136.79 0.00 0.00	1,252,729.48 -13,786.93 0.00 1,238,942.55 1,238,942.55 0.00
BANK ACCOUNT NAME	CITIZENS BANK CITIZENS BANK PR FNC CD # 3 CD # 1 CD # 1 CD # 2 BANK ERROR PAYROLL TO BUDGET ACCT DEPOSITS NOT POSTED	TOTAL CASH BALANCES TOTAL OUTSTANDING CHECKS TOTAL DEPOSITS IN TRANSIT TOTAL RECONCILED BALANCE TOTAL COMPUTER FUND BALANCE RECONCILED DIFFERENCE
BANK ACCT #	1045841 10458PAYROLL 10458PAYROLL 4227351786 6736763 6766316 8366336 8366336 90100 90200 90300	
DATE	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	

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Based on revisions to the Ohio EPA Lead and Copper rules the definition of tier 1 and tier 2 lead and copper sampling locations has changed. This may require your public water system (PWS) to reevaluate the sampling locations to be consistent with the revised tier definitions. This change affects both community PWSs and non-transient non-community PWSs.

## **Community PWSs**

New tier 1 definition	Old Tier 1 definition
- Single family structures that contain copper pipes with lead solder installed <b>between January 1, 1983 and</b>	- Single family structures that contain copper pipes with lead solder installed <u>after January 1, 1983</u> or contain lead
December 31, 1988 or contain lead pipes or are served by lead service lines.	pipes or are served by lead service lines.

New tier 2 definition	Old Tier 2 definition
-Buildings, including multiple-family residences, that contain copper pipes with lead solder installed <u>between</u> <u>January 1, 1983 and December 31,</u> <u>1988</u> or contain lead pipes or are served by lead service lines.	-Buildings, including multiple-family residences, that contain copper pipes with lead solder installed after January 1, 1983 or contain lead pipes or are served by lead service lines.

## Non-transient non-community PWSs

New tier 1 definition	Old Tier 1 definition
- Buildings that contain copper pipes with lead solder installed <u>between</u> <u>January 1, 1983 and December 31,</u> <u>1988</u> or contain lead pipes or are served by lead service lines.	- Buildings that contain copper pipes with lead solder installed <u>after January</u> <u>1, 1983</u> or contain lead pipes or are served by lead service lines.

#### April 5, 2019

CURRENT VILLAGE COUNCIL VILLAGE OF SCIO PO Box 307 Scio OH 43988-0307



23744

In accordance with U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations, Energy Transfer would like to request your assistance in locating **Identified Sites** in your jurisdiction, near our natural gas transmission pipeline system.

Identified sites are structures, buildings, or outside areas that are:

- Known to public officials with safety or emergency response or planning responsibilities
- Visibly marked (i.e. a sign), licensed or registered by a federal, state or local government agency
- On a list or map available to the general public that is maintained by or available from a federal, state or local government agency The following are descriptions of identified sites:
- An <u>open</u> structure or outside area that contains evidence of use by at least 20 or more persons on at least 50 days in any 12-month period (days need not be consecutive). Examples include, but are not limited to, beaches, playgrounds, recreational facilities, campgrounds, outdoor theatres, and stadiums, recreational areas near water and revival tents.
- A building that is occupied by 20 or more persons on at least five days a week for ten weeks in any twelve 12-month period. Examples include, but are not limited to, religious facilities, office buildings, community centers, general stores, 4-H facilities, or roller skating rinks.
- A facility occupied by persons who are confined, are of impaired mobility, or would be difficult to evacuate. Examples include, but are not
  limited to, hospitals, prisons, schools, day-care facilities, retirement facilities or assisted-living facilities.

Energy Transfer is utilizing an information and communication exchange platform called PipelineWatch to facilitate collection of this information. Upon log-in and navigation to the mapping tool, you can mark any potential identified sites that have NOT already been identified by Energy Transfer. We will investigate all new sites that have been marked to improve our records.

Simply go to <u>https://pipelinewatch.com/</u>. You can enter the site one of two ways, through registration or anonymously as an Emergency Responder or Public Official. If entering anonymously, you will have to provide your Profession, State and County. If you don' want to fill this information out every time you access the site, you can choose to register. Your email address will be your user name. You will receive an email with a validation link you will have to click to activate your account. Once this has been done you can login using your email address and password. Once logged in you can use the left hand navigation where you will select the Identified Site Mapping Tool.

We would like to thank you in advance for your participation and let you know that to incorporate new information in 2019, the <u>deadline for</u> <u>submission is May 6, 2019</u>. The site will remain open throughout the year and we hope that you will continue to help us locate identified sites on an ongoing basis. Any information you provide will enhance the program and ultimately benefit the community you serve. If this letter should be directed to someone else within your agency, we ask that you forward it, and if possible let us know so we can update our records.

If you have questions please contact Molly Carriere, at 713-989-7079 or molly.carriere@energytransfer.com. We value and appreciate your participation.

Sincerely,

Molly Carriere

Molly Carriere, Senior Manager, Damage Prevention/One Call Brian Jimenez

Brian Jimenez, Senior Manager, Operations Services

ENERGY TRANSFER

Molly Carriere 1300 Main Street Houston, Texas 77002 FIRST CLAS PRSRT U.S. POSTAC PAID IN. HOUSTON, PERMIT No. 2

342 High St., Box 471 Flushing, OH 43977 Ph: (740) 968-4947 Fax: (740) 968-4225 www.hamiltonandassoc.com hamilton@hamiltonandassoc.com



Land Surveying Mine Permitting GIS Data Services Land Development Global Positioning Systems

4/19/2019

Village of Scio Jason Tubaugh, Administrator 210 E. Main Street Scio, Ohio 43988

Dear Jason Tubaugh, Administrator:

We are contacting various municipalities and county agencies inquiring if they may have a need for a sanitary sewer distribution pump.

We have on hand a Smith & Loveless Sanitary Sewer Distribution Pump System that was designed for part of a city sanitary sewer system. It is a dual pump with each pump capable of pumping 180 g.p.m. at 143 t.h.d. The motor horse power is 25 at 1760 r.p.m. with a 70-amp circuit breaker.

The pump was in use approximately two years. It was determined that the pump system was not big enough to meet its initial purpose and therefore was replaced with a more powerful one.

The original purchase price was \$85,000, we are asking \$50,000 or best offer. If you or someone you know has an interest, please give us a call at the above number.

Sincerely yours,

Jack A. Hamilton & Associates. Inc.

Paul K. Hamilti

Paul R. Hamilton, CEO

#### Capital Improvement Plan Proposal

Water Line replacement and paving projects

Phase I- Second street in between Carrollton St and Eastport street in 2017 (Completed)

The Village will purchase the material and bid the labor work to a local contractor.

<u>Phase II</u> - Second street from Eastport to Custer way alley to encompass all cross street such as school house junction and masonic way, projected date 2019 for initial planning and cost assessment, engineering and grant possibilities for upgraded line from a four inch to a six inch line. Project start will be <u>2020</u> depending on grant and allocated funds available.

Phase III- Proposed engineering and grant feasibility for Eastport street

This would encompass the intersection of SR 151 (Main Street) and Eastport to the intersection of Carrollton street 2020/ 2021 would be the projected time period.

Phase IV- Maple and Walnut street 2021/2022

Engineering and grant proposal for upgrading from a 4 inch main line to a six inch main line for proper fire coverage and removal of any lead joints, fixtures, and service lines.

#### Phase V- Eastport street

Eastport from the intersection of West College st to the intersection of Crimm road 2023-2024

Engineering services and grant possibilities, move the existing four inch water line to the sidewalk area and replace it with a new six inch line, replace any fire hydrants that are needed.

<u>Phase VI-</u> Brown street / Elm street / Grandview Street from west College st to the Village limit at Cemetery road replace existing line with new C900 plastic , repave as needed

Proposed for 2024/2025

Lift Station Upgrades:

#### East Port Lift station

### New T6 pump 2017

Proposed second new T6 pump installation in 2019 with new control panel and instruments, well casing inspection

#### College Lift Station

New T6 pump purchase and install in 2018 Proposed second new T6 pump installation in 2020 with new control panel and well casing inspection

#### Church St lift station

Currently up to specs / Recommend in 2025 a possible overhaul if needed of existing equipment

## Water Treatment plant

-Filter media - Recommend testing on filter media in 2025 to assess its expected shelf life -Well #1 and #2 - Well cleaning and assessment of pumps and associated equipment to be conducted per manufacturer's guidelines in 2026 (every 7-10 years)

-Aerator, Tanks, and surface pumps - Condition assessment, maintenance, and service life inspection in summer of 2023 (every 5 years)

-Water Storage Tank - Inspection and cleaning required in 2022 (every 5 years per EPA guidelines) -EZ chemical pumps- Inspected, repaired or replaced every 12 months (estimated cost \$680 per pump) The WTP will have 4 pumps in service and 4 spares on hand

- Schedule 80 pipe-Plumbing is rated for 40 year life span at 120 PSI, inspect annually -Additional equipment and inspections will be required with the upgrade project in 2018 Wastewater Treatment plant:

-New T4 pumps installed in 2016 - inspect and possible rebuild in 2024, replace in 2036 (20 year usable life span)

-Clarifiers - In need of new weirs, flights, new chains and possible sprockets (replace every 10-15 yrs)

-Digesters- Inspect annually, repair of replace as needed (associated equipment and bubbler)

-Inner and outer oxidation ditches- Repairs done in 2015-2016 / Inspect concrete walls annually, repair as needed. Drain each oxidation ditch every two years for inspection, cleaning, and repair as needed. Alternate between each ditch to ensure both are cleaned and inspected every two years

-Screw Screen - inspect semi annually. Replace brushes annually or as needed

-Generators - Inspect annually and service

-3way Valves - inspect annually

-Inner and outer paddle wheels - estimated life span of 5 yrs before rebuild is required / recommend one spare on hand for emergency repair if needed

### <u>Vehicles:</u>

WWTP Service Truck - 2005 Chevy 2500 4x2 (bought in 2012) Street Department Truck - 2006 Dodge Ram 2500 4x4 (bought in 2014) Backhoe Plow Truck - 2009 F450 requires a new bed (bought in 2008) (\*Replaced with a 2019 F450 diesel) Tractor - New 2016 Massey Ferguson 4x4 with brush hog A vehicle replacement program is recommended for every 5 years.

Lawn equipment:

JD diesel mower with new (2018) mower deck Zero turn Toro mower - 2014 model Small JD lawn mower- 2009 model (Needs replaced) Various weed eaters: replaced as needed

## Updated 3/ 14/19

\*Phase II has been updated to reflect the change in LMI requirements and funding options to the Village of Scio. The Phase II water line project is slated for 2020, all additional projects have an additional 12 month grace period to seek the maximum allowable State and Federal grant money that the Village of Scio may apply.

## SALE PURCHASE AGREEMENT

This Agreement effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_ and executed by the parties on the dates set forth below, is entered into between the Village of Scio (Buyer) and the Harrison Hills City School District Board of Education., hereinafter referred to as the (Seller).

WHEREAS, the Seller is the owner of certain real estate located in the Village of Scio and indicated as Harrison County Auditor tax parcel numbers

PN 21-00631.000 – Harrison North Elementary and Barr Memorial 3.189 Acres; PN 21-00538.000 – Lot .274 Acres, PN 21-00034.000 – Lot .354 Acres; and

WHEREAS, the Seller desires to sell such real estate; and

WHEREAS, the Buyer desires to purchase such real estate;

NOW THEREFORE, in consideration of the terms and conditions set forth hereinafter the parties agree as follows:

1) The Seller agrees to sell and the Buyer agrees to purchase such real estate for One Dollar (\$1.00) and other good and valuable considerations subject to the following terms and conditions:

1) CONDITION OF PREMISES AND RIGHT AND DUTY OF INSPECTIONS. The buildings, property fixtures and contents, and appurtenances thereto which are to be sold and purchased are not "new". Buyer understands and agrees that neither the Seller nor the Seller's Agents have made any representation concerning the buildings or appurtenances and such is being sold AS IS.

Buyer has the right and duty to inspect the premises and contents and elects one of the following: Option A. N/A To inspect or to have the premises inspected by an expert to determine whether any material defects exist. If, upon inspection, Buyer discovers any material defects in the premises or its contents, Seller and the Seller's Agents must be notified in writing describing the material defects within ten (10) days after the acceptance date of the contract. Buyer will be notified by the Seller within ten (10) days from receipt of the written notice whether said material defects will be repaired or the cost of repairs will be credited at settlement, or whether the premises or contents will be sold in "as is" condition.

Option B.  $\sqrt{}$  To purchase the premises in an "as is" condition. This provision shall survive delivery of the deed.

Buyer has the right to make a final inspection before settlement to ascertain that the condition of the premises and its contents has not changed from the initial inspection, even if repairs were made by the Seller or if the premises are sold in "as is" condition.

2) Buyer shall be solely responsible to obtain an examination of title to subject premises. If a defect in title appears, Seller shall have thirty (30) days after notice to remove such defect and, if unable to do so, Buyer may either (1) accept title subject to such defect without any reduction in the

purchase price, (2) accept with a negotiated purchase price, or (3) terminate this agreement, in which case neither Buyer or Seller shall have any further liability to each other.

3) The sale shall be consummated within \_\_\_\_\_ days after the execution of this Agreement unless extended by the parties. At such time the Seller shall convey to the Buyer by good and valid Warranty Deed, marketable title to the premises, free and clear of all liens or encumbrances, with real estate taxes pro-rated to closing date.

4) Seller shall bear the risk of loss to the real estate and appurtenances until closing, provided that if any building or other improvement on the subject premises are substantially damaged or destroyed prior to the delivery of the deed to Buyer, then the said Buyer shall have the option of accepting the proceeds of any insurance payable as a result of such damage or destruction or terminating this contract in which latter case all funds and documents shall be returned to the parties depositing them and this contract shall be null and void. If Buyer does not make such elections within fifteen (15) days after receiving notice of such damage or destruction, then Buyer shall be presumed to have elected to complete the transaction.

5) It is understood that the within contract contains all the terms and conditions agree upon between the parties and there are no outside conditions, representations, warranties or agreements. The within contract, upon acceptance, shall become binding upon and accrue to the benefit of the Seller and the Buyer and their respective heirs, executors, administrators and assigns. Each party hereby acknowledges receipt of a copy of this contract. This contract shall be governed by the laws of the State of Ohio. Any amendment or modification hereof must be in writing and signed by the parties. All terms and conditions hereof shall survive the closing.

6) OTHER CONDITIONS. At closing, the Seller shall be responsible for the cost of deed preparation, conveyance and transfer fees. Buyer shall be responsible for recording of the Deed. Closing costs shall be shared equally by the parties.

a) Buyer shall take possession of the property at closing.

b) Any necessary surveys shall be paid by the Buyer.

c) Should the Buyer desire to transfer or sell the property at any time within three (3) years from the date of closing the Buyer shall notify the Seller at least ninety (90) days prior to the anticipated transfer or sale giving the Seller the option to purchase the property. Should the Seller exercise such option, the Buyer shall transfer the property to the Seller for One Dollar (\$1.00), free and clear of title defects and encumbrances by General Warranty Deed, with the Buyer being responsible for all costs of closing including but not limited to transfer, recording, title search, deed preparation, taxes and closing.

d) Further excepting and reserving unto the Seller, its heirs, executors, administrators, and assigns, all of the oil, gas, and other minerals of whatsoever kind in and underlying the foregoing premises, together with the right to explore for, drill, mine, and extract the same by any subsurface process.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth below.

## BUYER VILLAGE OF SCIO

## SELLER HARRISON HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date

Date

Treasurer

President

Date



## IN THE COURT OF COMMON PLEAS OF HARRISON COUNTY, OHIO

APPROPRIATION BY THE STATE OF OHIO FOR HIGHWAY PURPOSES, IN THE NAME AND FOR THE USE OF HARRISON HILLS CITY SCHOOL DISTRICT, COUNTY OF HARRISON AND STATE OF OHIO, OF THE PROPERTY OF CARL BEAMER, ET AL., ON STATE ROUTE NO. 151, SECTION 4.96, HARRISON COUNTY, OHIO. (PARCEL NO. 90-WD)



It appears to the Court that the owners of the property, over which a fee simple title was appropriated in this action, have agreed with the Director of Transportation of the State of Ohio upon the amount of compensation and damages due said owners by reason of said appropriation and have agreed to accept and withdraw the amount of Four Thousand and no/100 Dollars (\$4,000.00), in full payment thereof, and do hereby release all claims for further compensation or damages, further releases all claims for future compensation for interest on the above amount resulting from the construction and improvement of State Route No. 151 Section 4.96 or from the appropriation of said fee simple title.

Further in conformity with said agreement, it is hereby ORDERED, ADJUDGED AND DECREED that the said Director of Transportation shall deposit with the Clerk of this Court a sum sufficient, to wit: One Thousand and no/100 Dollars (\$1,000.00) which when added to the original deposit herein of Three Thousand and no/100 Dollars (\$3,000.00) equals the total amount of the agreed settlement of Four Thousand and no/100 Dollars (\$4,000.00) which shall be paid to the landowners hereinafter named upon application to this Court as their interests may appear.

It is further ORDERED, ADJUDGED AND DECREED that a fee simple title for highway purposes in, over and upon the premises described in the Resolution filed herein as Parcel No. 90-WD (HIGHWAY), the same being located in the Village of Scio, County of Harrison, State of Ohio and in Section 31, Town 12 North, Range 5 West, and bounded and described as follows: Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation and recorded in Pocket 11, Folder 1, of the records of Harrison County and being located within the following

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described points in the boundary thereof:

PARCEL NO. 90-WD (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY IN THE NAME AND FOR THE USE OF HARRISON HILLS CITY SCHOOL DISTRICT

Being a part of Out Lot 12 in the Village of Scio and being more fully described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 31, North Township, Harrison County, Ohio;

Thence South 00 degrees 57 minutes 17 seconds West along the line between the Northeast quarter and the Northwest quarter of Section 31, a distance of 288.21 feet to a point in the proposed Northerly limited access right of way line of State Route 151;

Thence South 47 degrees Ol minutes 21 seconds East along said proposed limited access right of way line a distance of 236.74 feet to a point;

Thence South 41 degrees 29 minutes 35 seconds East along said limited access right of way line a distance of 157.00 feet to a point;

Thence South 50 degrees 39 minutes 19 seconds East along said proposed limited access right of way line a distance of 197.07 feet to a point;

Thence leaving said limited access right of way line and proceeding North 61 degrees 07 minutes 50 seconds East along the Westerly line of the aforesaid Out Lot 12, a distance of 188.00 feet to the Property Owner's Southwest property corner and the true place of beginning of the tract of land described herein, said true place of beginning being 234.57 feet left of Station 579 plus 66.84 in the centerline of a survey of State Route 151 made in 1968 for the Ohio Department of Transportation;

Thence North 61 degrees 07 minutes 50 seconds East along the Property Owner's Westerly property line and the Westerly line of Out Lot 12, a distance of 75.00 feet to the Northwest property corner;

Thence South 30 degrees 22 minutes 50 seconds East along the **Property** Owner's Northerly property line a distance of 158.02 feet to a point on the proposed right of way line;

Thence South 59 degrees 37 minutes 10 seconds West along said proposed right of way line a distance of 74.97 feet to a point in the Property Owner's Southerly property line;

Thence North 30 degrees 22 minutes 50 seconds West along the Property Owner's Southerly property line a distance of 160.00 feet to the place of beginning, containing 0.274 acres, more or less.

Owners reserve the right of ingress and egress to and from any residual area.

Description for this parcel is based on a survey made by Bayne Simpson, Registered Surveyor No. 4310.

Property Owner claims title by instrument of record in Deed Book 173, Page 720 of the Harrison County Recorder's Office.

be and the same hereby is duly vested in the name and for the use of Harrison Hills City School District, Harrison County, free and

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PAGE 3 CARL BEAMER, ET AL CASE NO. 83-051-16457

Ohio

clear of all claims of the owners of said land and any person or persons having an interest therein, to wit:

NAME Carl Beamer Treasurer of Harrison County, Ohio

Bowerston, Ohio 44695 Cadiz, Ohio

R.R. #1

PLACE OF RESIDENCE

Auditor of Harrison County, Cadiz, Ohio

IT IS FURTHER ORDERED that the Clerk of this Court withhold from the amount deposited herein the sum required to be paid for real estate taxes, and special assessments, if any, accrued pursuant to law, as directed by the county auditor; and further, that the Clerk shall receive from the auditor of this county a statement of such accrued real estate taxes, and special assessments, if any, as of the date of the filing of this entry, and after payment of such accrued real estate taxes, and special assessments, if any, by either the Clerk or the landowners. The balance of the monies deposited herein by the Director of Transportation shall be paid to said landowners herein named, by the Clerk of this Court as their interest may be established by subsequent order of this court.

IT IS FURTHER ORDERED that a certified copy of this entry be transmitted by the Clerk of Courts to the county auditor for the purpose of making the proper notations relative to transfer of title, if any, and changes of tax valuation and liability therefore, if any: that the county auditor also cause said parcel to be removed from the real estate tax records of this county, to such extent that the Harrison Hills City School District is duly vested with title therebf, free and clear of any real estate tax consequences therefore; (O.R.C. Section 163.15 and 163.16) that the county auditor transmit baid entry to the county recorder for recording in the deed records of this county; that all transfer fees of the county auditor and the recordation fees of the county recorder shall be charged as part of the court costs herein, pursuant to O.R.C. Section 163.15

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PAGE . CARL BEAMER, ET AL CASE NO. 83-051-16457 • . 2 16 and 163.16 and that the Director of Transportation of the State of Ohio pay all court costs herein accrued, and that a record be made of these proceedings according to law. D. 11 JUDGE ROBERT B. WERREN ANTHONY J. CELEBREZZE, JR. Attorney General MICHAEL H. TOOE Assistant Attorney Ceneral Chief, Transportation Section SOCRATES J. SPACE Assistant Attorney General GEOPTREY B. MOSSER Actorney for the Property Owner 19 37 Transferred 2/25 FEE 1 50 BY 42910 a LABAN C. BLACKBURN Harrison, Co. Recorder eyonce has been asom and and the Gentior has complied with Section 319.202 of the Revised Code. Received \_ Leb . 2.5 14 8.7. et \_ 3 \_\_\_\_\_ optock \_\_\_\_\_\_ M. Recorded \_\_\_\_\_\_ Lb . 2.5 19 . 8.7. HES. 2 DOLWT Atricky mode County Auditor # 14 00 gd ym VOL 221 PAGE 490 IQURITAL-VOL. 32 PAGE YOS

IN THE COURT OF COMMON PLEAS OF HARRISON COUNTY, OHIO

APPROPRIATION BY THE STATE OF OHIO FOR HIGHWAY PURPOSES, IN THE NAME AND FOR THE USE OF HARRISON HILLS CITY SCHOOL DISTRICT, COUNTY OF HARRISON, AND STATE OF OHIO, OF THE PROPERTY OF REX FELGENHAUER, ET AL., ON STATE ROUTE NO. 151, SECTION 4.96, HARRISON COUNTY, OHIO. (PARCEL NO. 91-WD)

. .....

125 8 \*86 14 AMENDED JUDGMENT ENTRY ON "SETTLEMENT 9 CASE NO3 83-051-16458 WUDE S. PATTON Ciert al Coorts Hartins (2275 623

It appears to the Court that the owners of the property, over which a fee simple title was appropriated in this action, have agreed with the Director of Transportation of the State of Ohio upon the amount of compensation and damages due said owners by reason of said appropriation and have agreed to accept and withdraw the amount of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00), in full payment thereof, and do hereby release all claims for further compensation or damages, further releases all claims for future compensation for interest on the above amount resulting from the construction and improvement of State Route 151 Section 4.96 or from the appropriation of said fee simple title.

Further in conformity with said agreement, it is hereby ORDERED, ADJUDGED AND DECREED that the said Director of Transportation shall deposit with the Clerk of this Court a sum sufficient, to wit: One Thousand and no/100 Dollars (\$1,000.00) which when added to the original deposit herein of Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) equals the total amount of the agreed settlement of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00) which shall be paid to the landowners hereinafter named upon application to this court as their interests may appear.

It is further ORDERED, ADJUDGED AND DECREED that a fee simple title for highway purposes in, over and upon the premises described in the Resolution filed herein as Parcel No. 91-WD (HIGHWAY), the same being located in the Village of Scio, County of Harrison, State of Ohio and in Section 31, Town 12 North, Range 5 West, and bounded and described as follows: Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation and recorded in Pocket 11, Folder 1, of the records

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be and the same hereby is duly vested in the name and for the use of Harrison Hills City School District, Harrison County, free and clear of all claims of the owners of said land and any person or persons having an interest therein, to wit:

NAMEPLACE OF RESIDENCERex FelgenhauerRoute #1<br/>Scio, Ohio 43988Connie FelgenhauerRoute #1<br/>Scio, Ohio 43988Treasurer of Harrison County, OhioCadiz, OhioAuditor of Harrison county, OhioCadiz, Ohio

IT IS FURTHER ORDERED that the Clerk of this Court withhold from the amount deposited herein the sum required to be paid for real estate taxes, and special assessments, if any, accrued pursuant to law, as directed by the county auditor; and further, that the Clerk shall receive from the auditor of this county a statement of such accrued real estate taxes and special assessments, if any, as of the date of the filing of this entry, and after payment of such accrued real estate taxes and special assessments, if any, by either the Clerk or the landowners. The balance of the monies deposited herein by the Director of Transportation shall be paid to said landowners herein named, by the Clerk of this Court as their interest may be established by subsequent order of this court.

IT IS FURTHER ORDERED that a certified copy of this entry be transmitted by the Clerk of Courts to the county auditor for the purpose of making the proper notations relative to the transfer of title, if any, and changes of tax valuation and liability therefore, if any; that the county auditor also cause said parcel to be removed from the real estate tax records of this county, to such extent that the Harrison Hills City School District is duly vested with title thereof, <u>free and clear of any real estate tax conse-</u> <u>quences therefore:</u> (O.R.C. Section 163.15 and 163.16) that the county auditor transmit said entry to the county recorder for for recording in the deed records of this county; that all transfer

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Page 2 Harrison County Rex Felgenhauer, et al Case No. 83-051-16458 of Harrison County and being located within the following described points in the boundary thereof: PARCEL NO. 91-WD (HIGHWAY) ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY IN THE NAME AND FOR THE USE OF HARRISON HILLS CITY SCHOOL DISTRICT Being a part of Out Lot 12 in the Village of Scio and being more fully described as follows: Commencing at the Northwest corner of the Northeast quarter of Section 31, North Township, Harrison County, Ohio; Thence South 00 degrees 57 minutes 17 seconds West along the line between the Northeast quarter and the Northwest quarter of Section 31, a distance of 288.21 feet to a point in the proposed Northerly limited access right of way line of State Route 151; Thence South 47 degrees 01 minutes 21 seconds East along said proposed limited access right of way line a distance of 236.74 feet to a point; Thence South 41 degrees 29 minutes 35 seconds East along said limited access right of way line a distance fo 157.00 to a point; Thence South 50 degrees 39 minutes 19 seconds East along said proposed limited access right of way line a distance of 197.07 feet to a point; Thence leaving said limited access right of way line and proceeding North 61 degrees 07 minutes 50 seconds East along the Westerly line of the aforesaid Out Lot 12, a distance of 263.00 feet to the Property Owner's Southwest property corner and the true place of beginning of the tract of land described herein, said true place of beginning being 304.22 feet left of Station 579 plus 94.68 in the centerline of a survey of State Route 151 made in 1968 for the Ohio Department of Transportation; Thence North 61 degrees 07 minutes 50 seconds East along the Property Owner's Westerly property line and the Westerly line of Out Lot 12 a distance of 120.00 feet to the Northwest property corner: Thence South 30 degrees 29 minutes 15 seconds East along the Property Owner's Northerly property line and the Northerly line of Out Lot 12 a distance of 126.84 feet to a point in the proposed right of way line; Thence South 59 degrees 37 minutes 10 seconds west along said right of way line a distance of 120.20 feet to a point in the Property Owner's Southerly property line; Thence North 30 degrees 22 minutes 50 seconds West along the Property Owner's Southerly property line a distance of 130.00 feet to the place of beginning, containing 0.354 acres, more or less. Owners reserve the right of ingress and egress to and from any residual area. Description for this parcel is based on a survey made by Bayne Simpson, Registered Surveyor No. 4310. Property Owner claims title by instrument of record in Deed Book 173 Page 718 of the Harrison County Recorder's Office, DED CHECKED FOR TRACE DESCRIPTIONS DNLT VAL 221 PAGE 493 HASSINGN CO ENCR Star 9-24-86 Ar Bon . JOURMAL-VOL 30 PAGE 405

1.12 Page 4 Harrison County Rex Felgenhauer, et al Case No. 83-051-16458 fees of the county auditor and the recordation fees of the county recorder shall be charged as part of the court costs herein pursuant to O.R.C. Section 163.15 and 163.16 and that the Director of Transportation of the State of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law. JUDGE ROBERT B. WERREN ANTHONY J. CELEBREZZE, JR. Attorney Seheral NA NI MICHAEL H. IGOE Assistant Attorney/General Chief, Transportation Section SOORATES J. SPACE Assistant Attorney /General 42911 GEOFFREY Prosta ... B MOSSER Attorney for the Property Owners LABAN C. BLACKBURN Transferred 2-25 1987 Harrison Co. Recorder Received Jub 25 1987 # JIDI o'dock P M. Recorded Jub 25 1987 Patrice g. moore, Auditor FEE , SO BY O 25. 19 8 This conveyance has been examined and the ×14 01 Granter has complied with Section 319.203 of the Revised Code pd PEL \$ 1 DOWN Patriceboy Mobre County Auditor JOUKNAL-VOL30\_PAGE 221 PAGE 494 -----

342 High St., Box 471 Flushing, OH 43977 Ph: (740) 968-4947 Fax: (740) 968-4225 www.hamiltonandassoc.com hamilton@hamiltonandassoc.com



Land Surveying Mine Permitting GIS Data Services Land Development Global Positioning Systems

# LETTER OF TRANSMITTAL

TO: Roxane Harding, Treasurer

Harrison Hills City School District

730 Peppard Avenue

Cadiz, Ohio 43907

**DATE:** April 2, 2019

COMM.#: 18076

RE: Retracement Survey

WE ARE SENDING: 🛛 Attached 🛛 Under Separate Cover

BY THE FOLLOWING METHOD: US Mail

Date	Copies	Description
	L	Description - 3.189 Acres
	3	Survey Maps

THESE ARE TRANSMITTED: 🛛 For Your Use 🖾 As Requested 🏛 For Review/Comment 🕮 Returned

REMARKS:

COPY TO: Atty Dan Spahn (1 Desc./1 Map)

Harrison Co. Engineer's († Desc./ | Map)

Terry L/Steff1

342 High St., Box 471 Flushing, OH 43977 Ph: (740) 968-4947 Fax: (740) 968-4225 www.hamiltonandassoc.com hamilton@hamiltonandassoc.com



Land Surveying Mine Permitting GIS Data Services Land Development Global Positioning Systems

Harrison Hills Central School District Scio School Property Description – 3.189 Acres

Situated in the State of Ohio, County of Harrison and the Village of Scio. Being part of Section 32 Township 12 Range 5 and all of a 1 acre 3 roods 14 perches parcel recorded in Volume 34 Page 18, all of a 0.882 acre parcel recorded in Volume 100 Page 441, all of a 8600 square foot parcel recorded in Volume 100 Page 442 and all of a 0.604 acre parcel recorded in Volume 107 Page 124 of the Harrison County Record of Deeds.

Beginning at a PK nail (set) at the intersection of the north line of Main Street with the east line of Brown Street.

Thence from said place of beginning and following along the easterly line of Brown Street North 28 degrees 42 minutes 43 seconds East 484.20 feet to a 5/8 inch diameter iron pin (set) on the southerly boundary line of a 0.273 acre parcel recorded as Tract One in OR 202 Page 96 of said county deed records;

thence leaving Brown Street and following along the southerly boundary line of Tract One and Tract Two of OR 202 Page 96 South 50 degrees 09 minutes 44 seconds East 348.72 feet to a point where an iron pin (found) with cap stamped COLE 6995 bears North 32 degrees 49 minutes 55 seconds East 0.96 feet, an iron pin (found) with cap stamped COLE 6995 bears North 76 degrees 56 minutes 30 seconds West 0.34 feet and a marked stone (found) at the southeast corner of said 1.345 acre Tract Two in the above referenced OR 202 Page 96 bears South 50 degrees 09 minutes 44 seconds East 25.63 feet;

thence South 33 degrees 23 minutes 40 seconds West 213.71 feet to a PK nail (set) at the northeast corner of a 0.396 acre parcel recorded in OR 210 Page 689 of said county deed records;

thence following the boundary line of said 0.396 acre parcel North 57 degrees 08 minutes 24 seconds West 55.40 feet to a 5/8 inch diameter iron pin (set);

thence South 38 degrees 14 minutes 33 seconds West 255.34 feet to a 5/8 inch diameter iron pin (set) on the northerly line of Main Street;

thence following the northerly line of Main Street North 50 degrees 21 minutes 11 seconds West 231.39 feet to the place of beginning.

Containing 3.189 acres and consisting of the following:

- 1.600 acres out of the formerly described 1 acre 3 roods 14 perches parcel in Volume 34 Page 18 and further identified as Auditor Parcel #21-00631.000
- 0.806 acre out of the formerly described 0.882 acre parcel in Volume 100 Page 441 and further identified as being part of Auditor Parcel #21-00631.000
- 0.195 acre out of the formerly described 8600 square foot parcel in Volume 100 Page 442 and further identified as being part of Auditor Parcel #21-00631.000
- 0.588 acre out of the formerly described 0.604 acre parcel in Volume 107 Page 124 and further identified as being part of Auditor Parcel #21-00631.000.

The difference in the aggregate acreage being due to a new survey.

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System North Zone NAD83 (2011)(EPOCH:2010) as determined by GPS observation.

This description prepared by Terry L. Steffl, Licensed Surveyor 6846, after a field survey of the parcel herein described during February and March, 2019.

Terry of Steff 04/02/19



## RESOLUTION TO AUTHORIZE SALE OF BOARD-OWNED PROPERTY (O.R.C. §3313.41)

The Board of Education of the Harrison Hills City School District met in regular session on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at the offices of said Board, with the following members present:

The Treasurer advised the Board that the notice requirements of O.R.C. §121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, the Board of Education of the Harrison Hills City School District has determined that certain real property of the Board, generally known as Harrison County

PN 21-00631.000 – Harrison North Elementary and Barr Memorial 3.189 Acres

PN 21-00538.000 - Lot .274 Acres,

PN 21-00034.000 - Lot .354 Acres;

and located in the Village of Scio is no longer needed for any school purposes and authorizes the sale of said real property in accordance with the provisions of O.R.C. §3313.41 to the Village of Scio; and

WHEREAS, the Board has offered to sell the property to the Community School located in its district pursuant to O.R.C. 3313.41 and 3313.412 and said Community School does not desire to purchase such property;

WHEREAS, the Village of Scio desires to purchase such property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Harrison Hills City School District, Harrison County, Ohio, that:

Section 1: The Board hereby authorizes the sale of the property referred to above to the Village of Scio at a private sale pursuant to and in accordance with the provisions of O.R.C §3313.41(C) and a certain Purchase Agreement presented to the Board, which the Board hereby determines to be reasonable.

Section 2: The Board of Education does hereby authorize and direct the President and the Treasurer of the Board to execute said Purchase Agreement and do all other things necessary

and consistent with this Resolution in order to accomplish the sale in accordance with the terms and conditions set forth in such Purchase Agreement, and the Conditions of Sale and Restrictions, which are incorporated herein and made a part hereof by reference.

<u>Section 3:</u> It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were done in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, or otherwise in compliance with all legal requirements.

\_\_\_\_\_\_ seconded the motion, and upon roll call on the adoption of the Resolution, the vote was as follows:

I hereby certify that the foregoing is a true, accurate, and correct excerpt from the minutes of the regular meeting of the Board of Education of the Harrison Hills City School District held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, showing the passage of the Resolution hereinabove set forth.

Roxane Harding, Treasurer Harrison Hills City School District Harrison County, Ohio