

# AGENDA

## SCIO VILLAGE COUNCIL MEETING

July 27, 2022

***Kindly mute all electronics-thank you!***

***Visitors are limited to 5 minutes***

Pledge of Allegiance

Roll Call

Approval of Minutes

Visitors- Phone call from Thrasher at 6:15pm, Possible  
Adm Reardon, Bowerston Fire Department.

1. Clerk/ Treasurer- ORD 2022-005  
ODOT Invoice  
HCRPC update.
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 List:

-Annexation, 9/20/2021.

-WWTP -Clarifier rebuild project, fully funded: Awarded

-WTP- new water lines to be replaced in the distribution system, fully funded by the following agencies: ARC, CDBG, OEPA, OPWC, H2o, Sherrod Brown's office. Awarded

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

-Hilltop Drive Sanitary Project: Pending funding

### **Annexation:**

- The hearing was held June 3, 2022. The judgment /opinion has been released by Judge Lewis

- Ordinance 2021-007

- The appeal was filed July 22, 2022. A date will be set for the hearing.

#### **WTP: Funding UPDATES\***

- Water line project: Brown, Maple, Walnut, and Grandview Streets water line project: Fully Funded by the following agencies and government offices.

The project is funded by: Sherrod Brown's office, CDBG, H2O, EPA lead service line replacement, ARC, OPWC loan / grant.

Timetable:

- Bid open June 27, 2022, tentative award to Stull's excavation.

- Estimated construction start date is August 2022

- Completion for the project will be 2023 due to the paving aspect of this project.

- The Village WTP annual metrics is under way, it is due August 31st to the OEPA SEDO.

#### **WWTP:**

- Wastewater sanitation project for Hilltop Drive, pending funding. The estimated cost will be 1.4million. The Village has identified several other homes that will need to be added to this project.

\*The Village has been notified that the \$500,000 application for federal funding has passes the second round of Congressional hearings. The Village will be notified if they are awarded the Grant.

- 152East College St, The Village has been contacted again by the OEPA SEDO.

The OEPA is in conversations with the Harrison County Health Department to come to a resolution on the sanitary issue at this residence.

Clarifier WWTP: Awaiting materials, no construction has occurred to date

Border Patrol won the bid at \$556,291.00. The Harrison County Commissioners office is overseeing the Grant on behalf of the Village. There will be a change order to this project, a deduction has been done. The Clarifier line that flows to the sludge pit shall remain as is and removed from the project scope of work. The cost reduction will be reflected on the final pay out forms.

An extension has been given for this project due to material shortages. Clarifier #1 has been removed and is awaiting materials to start the rehab.

- Clarifier Material list update: A delivery of materials has been received for the Clarifier; no construction has begun at this time. The engineer and contractor have been notified; The Village has requested a schedule of work be set.

#### **Oil and Shale program:**

- Project ID 112295 HAS-646-6.37 -Phase III has started, right of way procurement. This project will be out for bids potentially in September 2022.

The land procurement phase has been completed.

- This project is tentatively scheduled for bid in September 2022.

- Construction will start in the Spring of 2023. This is due to the paving aspect of the project and material delivery.

\*The shortfall analysis done by the State Department of Transportation indicates a shortfall of \$83,349.00, the invoice has been received by the Village office.

The legislation agreement is required to proceed forward with this project, it will require the mayor's signature and Councils' approval.

**Roadways/ Equipment/ Buildings/ Park:**

-Durapatching is underway, the intent is to repair roadways with the most severe damage and continue to the least damaged surface roads.

- Do Not Block Alley signs are on order for the alleyway on West Main St,

General:

-The Summer program: The Village has two participants.

-Pending, 104 Maple Ave storm sewer line replacement. New storm sewer pipe will be reassessed in 2022.

-105 Maple Street- Storm sewer deterioration occurred; a repair is scheduled for this week.

-Mr. Quick will has informed the Village this will be his last season mowing.

## July 13, 2022

**Scio Village Council** met in regular session on July 13, 2022, at 6 pm with Mayor Michelle Carpenter presiding. Council members present were Erin Thompson, Betty Gotschall, Trish Copeland, Kari Salsberry, and Jim Clark. Others included Heidi Trice, Clerk/Treasurer, Janeen Scott, Water/WW/Income Tax, Village Administrator, Jason Tubaugh and Village Solicitor Jack Felgenhauer.

Thompson moved to approve minutes from the previous meeting as presented, Clark seconded. All present voted in the affirmative.

**Visitors:** Rebecca Bratten-Weiss, Harrison News-Herald; Jim Fodor and Carlene Fodor, residents; Ernie Bradley, resident.

Mr. & Mrs. Fodor addressed council asking them to close the alley between their two properties. Council to discuss in executive. The repair of the storm drain on the property will start July 19<sup>th</sup> with weather permitting. The retaining wall should be moved before repairs can be made.

Mr. Ernie Bradley addressed council about road problems on Allensworth Drive. Mr. Bradley was given a list of all projects being completed and the grants that correlate with each project. He was assured that his problem has not been forgotten.

**Clerk-Treasurer:**

ARPA monied received

**Water/WW:**

**Income Tax:**

**Solicitor:**

**Mayor:**

Changing meeting dates. Council discussed changing meeting dates. No action at this time.

**Village Administrator:**

**Current Project List:**

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

-Hilltop Drive Sanitary Project: Pending funding

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**Annexation:**

- The hearing was held June 3, 2022. The judgement /opinion has been released by Judge Lewis
- Ordinance 2021-007

**WTP:**

- the 2021 CCR is on the website; the EPA certification has been submitted to the OEPA.
- Water line project: Brown, Maple, Walnut, and Grandview Streets water line project: Fully Funded by the following agencies and government offices.

The project is funded by: Sherrod Brown's office, CDBG, H2O, EPA lead service line replacement, ARC, OPWC loan / grant.

**Timetable:**

- Bid open June 27, 2022, at the Village office, the Village received 5 bidders
  - The apparent low bid was Stull excavation. The bid award is in process, the Village and engineer will contact the winning bid the second week in July.
  - Estimated construction start date is late July to August 2022
  - Completion for the project will be 2023 due to the paving aspect of this project.
- The Village, engineer and contractor will set a work schedule for this project.
- The Village has requested that the project start on Maple Street.
- The Village WTP annual metrics is under way, it is due August 31st to the OEPA SEDO.

**WWTP:**

- Wastewater sanitation project for Hilltop Drive, pending funding. The estimated cost will be 1.4million. The Village has identified several other homes that will need to be added to this project.

-The Village WWTP has 3 violations for exceeding the OEPA limits on E. coli discharge. The issue has been corrected. The Village will receive one additional violation for the WWTP for failure to collect a quarterly sample. The sample will be submitted to correct the situation.

-152East College St, The Village has been contacted by the OEPA SEDO. The current recommendation is for the Village to contact the homeowner to notify them of the issue with the home's sewer. The homeowner is liable in accordance with the Ordinance. The EPA recommends that if the owner of the home fails to repair the sewer system, the Village conducts the repair from the main line to the clean out, due to the main line being under East College Street and invoice the owner of the home.

**Clarifier WWTP:**

Border Patrol won the bid at \$556,291.00. The Harrison County Commissioners office is overseeing the Grant on behalf of the Village. There will be a change order to this project, a deduction has been done. The Clarifier line that flows to the sludge pit shall remain as is and removed from the project scope of work. The cost reduction will be reflected on the final pay out forms.

An extension has been given for this project due to material shortages. Clarifier #1 has been removed and is awaiting materials to start the rehab.

-Clarifier Material list update: A delivery of materials has been received for the Clarifier; no construction has begun at this time. The engineer and contractor have been notified; The Village has requested a schedule of work be set.

**Oil and Shale program:**

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The land procurement phase has been completed.

- This project is tentatively scheduled for bid in September 2022.

- Construction will start in the Spring of 2023. This is due to the paving aspect of the project and material delivery.

**Roadways/ Equipment/ Buildings/ Park:**

-The Park benches have been installed. Three benches were placed, with concrete anchors and chains to keep them in place.

-Durapatching is underway, the intent is to repair roadways with the most severe damage and continue to the least damaged surface roads.

General:

-The Summer program will end in August; one participant may possibly remain on the program until December or when the funding is exhausted.

-Pending, 104 Maple Ave storm sewer line replacement. New storm sewer pipe will be reassessed in 2022.

-105 Maple Street- Storm sewer deterioration occurred; a repair is scheduled for this week.

**OLD BUSINESS:**

Clark asked about the inquiry to close down 646. This is still in discussion.

Clark asked about storm drain repair at 104 Maple. This repair is on the list of repairs to be done.

**NEW BUSINESS**

Councilmember Copeland made a motion to pay the \$83,349.00 of the invoice by the state for the 646 project from income tax, Clark seconded. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed.

Council member Clark made a motion to enter executive for pending litigation at 7:10pm, Copeland seconded. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed.

Councilmember Clark made a motion to exit executive session at 7:28pm, seconded by Thompson. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed.

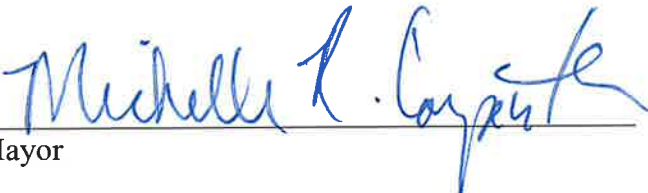
Councilmember Clark made a motion to draft a letter to Mr. and Mrs. Fodor stating that the alley will remain as is, Salsberry seconded. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed.


Resident at 410 W Main Street continues to park in the alley, Clark ask that a sign be posted that states "Do not block Alley or you will be towed"

Thompson moved to approve the Financial Report and Clark seconded. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed

Thompson moved to pay the bills as presented and seconded by Copeland. Roll call reflected: Thompson, yea; Copeland, yea; Clark, yea; Gotschall, yea; Salsberry, yea. Motion passed.

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

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk-Treasurer

DATE	CHECK # PAY IN #	VEN #	VENDOR NAME RECEIVED FROM	CHECK AMOUNT	PAY IN AMOUNT	ENDING BALANCE	RECORD #
07/25/2022	2455	02096	CARROLL HILLS INDUSTRIES	86.33		1,448,337.84	20712
07/25/2022	2456	03030	MICHAEL S CONRAD dba	1,071.00		1,447,266.84	20713
07/25/2022	2457	09021	JOHNKRISTIN Properties LT	750.00		1,446,516.84	20714
07/25/2022	2458	10003	Kimble Recycling & Dispos	598.00		1,445,918.84	20715
07/25/2022	2459	15001	OHIO JOB & FAMILY SERVICE	409.13		1,445,509.71	20716
07/25/2022	72522	19042	SPECTRUM BUSINESS	332.92		1,449,931.67	20710
07/25/2022	72922	18012	SCIO PAYROLL	10,590.25		1,434,919.46	20717
07/25/2022	725223	17003	REAM & HAAGER Environ Lab	1,507.50		1,448,424.17	20711
07/25/2022	729223	18012	SCIO PAYROLL	1,246.70		1,433,672.76	20718
				16,591.83	0.00		

Scopeland, chr

Betty Schall

7-18-22



ENTITY NAME : VILLAGE OF SCIO  
FUND CASH BALANCE STATEMENT - BY ACCOUNT #

PAGE: 1

REPORTING PERIOD: JUL 2022

COMPUTER DATE 7/27/2022 12:37:37 PM

REPORTING YEAR FUND	2022 FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE
A01	GENERAL FUND	365,397.03 401,228.81	2,347.44 112,348.49	13,853.32 159,686.15	353,891.15 353,891.15	23,994.59 23,994.59	329,896.56 MTD 329,896.56 YTD
A02	GENERAL FUND CD#1	27,032.62 27,018.64	0.00 13.98	0.00 0.00	27,032.62 27,032.62	0.00 0.00	27,032.62 MTD 27,032.62 YTD
A03	GENERAL FUND CD#2	217.66 217.04	0.00 0.62	0.00 0.00	217.66 217.66	0.00 0.00	217.66 MTD 217.66 YTD
A04	GENERAL FUND CD#3	1,000.00 1,000.00	0.00 0.00	0.00 0.00	1,000.00 1,000.00	0.00 0.00	1,000.00 MTD 1,000.00 YTD
B01	STREET FUND	18,978.68 16,955.24	3,053.86 18,604.65	1,868.34 15,395.69	20,164.20 20,164.20	4.65 4.65	20,159.55 MTD 20,159.55 YTD
B02	STATE HIGHWAY	24,846.93 20,764.81	247.61 4,619.89	70.62 360.78	25,023.92 25,023.92	589.22 589.22	24,434.70 MTD 24,434.70 YTD
B04	PARK FUND	32,178.40 32,026.97	70.00 4,198.73	297.13 4,274.43	31,951.27 31,951.27	2,237.08 2,237.08	29,714.19 MTD 29,714.19 YTD
B05	OPWC EPA FOWLER AVE PROJECT WW	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
B08	POLICE LEVY	16,514.43 15,977.52	0.00 3,195.97	0.00 2,659.06	16,514.43 16,514.43	0.00 0.00	16,514.43 MTD 16,514.43 YTD
B09	OWDA WWTP CLARIFIER LOAN	0.00 0.00	0.00 1,377.81	0.00 1,377.81	0.00 0.00	0.00 0.00	0.00 MTD 0.00 YTD
B10	PERMISSIVE MVL	3,850.99 2,265.60	245.17 1,830.56	0.00 0.00	4,096.16 4,096.16	0.00 0.00	4,096.16 MTD 4,096.16 YTD
B11	COVID RELIEF	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
B12	AMERICAN RESCUE PLAN ACT	37,650.59 37,500.88	37,650.59 37,800.30	0.00 0.00	75,301.18 75,301.18	0.00 0.00	75,301.18 MTD 75,301.18 YTD
B13	WATERLINE REP OPWC ARC EPA STR	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
B14	646 STREET PROJECT	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
C01	TRUCK DEBT SERVICE	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
D01	OPWC GRANT	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
D03	INCOME TAX/PERM IMPROVE	172,397.64 150,267.73	1,124.36 37,602.52	969.05 15,317.30	172,552.95 172,552.95	381.25 381.25	172,171.70 MTD 172,171.70 YTD
E01	WATER FUND	441,010.08 415,847.31	20,057.90 119,518.00	8,753.73 83,051.06	452,314.25 452,314.25	38,677.35 38,677.35	413,636.90 MTD 413,636.90 YTD

*explore*

*City Council*

*J. Clark*

ENTITY NAME : VILLAGE OF SCIO									
FUND CASH BALANCE STATEMENT - BY ACCOUNT #									
REPORTING YEAR 2022				REPORTING PERIOD: JUL 2022		PAGE: 2		COMPUTER DATE 7/27/2022 12:37:37 PM	
FUND	FUND DESCRIPTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE BALANCE		
E02	SEWER FUND	194,678.54	17,676.69	12,498.69	199,856.54	24,628.31	175,228.23	MTD	
		172,999.58	100,484.17	73,627.21	199,856.54	24,628.31	175,228.23	YTD	
E03	WATER CONTINGENCY	55,218.03	0.00	0.00	55,218.03	0.00	55,218.03	MTD	
		52,831.30	2,386.73	0.00	55,218.03	0.00	55,218.03	YTD	
E08	WATER DEPOSIT FUND	19,393.15	231.84	0.00	19,624.99	0.00	19,624.99	MTD	
		17,925.42	1,699.57	0.00	19,624.99	0.00	19,624.99	YTD	
G01	RUMA ESCROW	0.00	0.00	0.00	0.00	0.00	0.00	MTD	
		0.00	0.00	0.00	0.00	0.00	0.00	YTD	
GRAND TOTAL ALL FUNDS MONTH-TO-DATE		1,410,364.77	82,705.46	38,310.88	1,454,759.35	90,512.45	1,364,246.90	MTD	
GRAND TOTAL ALL FUNDS YEAR-TO-DATE		1,364,826.85	445,681.99	355,749.49	1,454,759.35	90,512.45	1,364,246.90	YTD	

PAGE: 1 COMPUTER DATE 7/27/2022 12:37:44 PM

EXPENSE STATEMENT - BY ACCOUNT #										REPORTING PERIOD: JUL 2022	AMOUNT
REPORTING YEAR	2022	EXPENSE DESCRIPTION	APPROPRIATION	CARRY OVER	M-T-D	Y-T-D	ENCUMBERED	UNENCUMBERED	PERCENTAGE		
EXPENSE #			AMOUNT	AMOUNT	EXPENSE	EXPENSE	AMOUNT	AMOUNT			
A01-1A-211-0		POLICE WAGES	24,719.00	0.00	0.00	2,205.00	0.00	22,514.00	91.08%		
A01-1A-212-0		POLICE BENEFITS	3,800.00	0.00	45.46	544.85	0.00	3,255.15	85.66%		
A01-1C-230-0		STREET LIGHTING	20,000.00	0.00	1,923.00	15,464.96	3,035.04	1,500.00	7.50%		
A01-2B-230-0		COUNTY HEALTH DEPT.	250.00	0.00	0.00	83.08	0.00	166.92	66.77%		
A01-7A-211-0		MAYOR & VA WAGES	62,248.59	0.00	2,196.16	16,259.00	0.00	45,989.59	73.88%		
A01-7A-212-0		MAYOR & VA BENEFITS	4,700.00	0.00	384.77	2,716.14	0.00	1,983.86	42.21%		
A01-7B-211-0		COUNCIL WAGES	7,625.00	0.00	0.00	0.00	0.00	7,625.00	100.00%		
A01-7B-212-0		COUNCIL BENEFITS	645.00	0.00	0.00	0.00	0.00	645.00	100.00%		
A01-7B-240-0		COUNCIL SUPPLIES & MATERIALS	50.00	0.00	0.00	0.00	0.00	50.00	100.00%		
A01-7D-211-0		CLERK/TREASURER WAGES	24,970.00	0.00	1,692.82	12,696.15	0.00	12,273.85	49.15%		
A01-7D-212-0		CLERK/TREASURER BENEFITS	3,500.00	0.00	261.54	1,961.55	0.00	1,538.45	43.96%		
A01-7D-240-0		ADMIN SUPPLIES & MATERIALS	9,500.00	0.00	710.23	4,996.54	1,768.99	2,734.47	28.78%		
A01-7E-231-0		UTILITIES	15,950.00	0.00	815.32	7,092.50	5,412.56	3,444.94	21.60%		
A01-7E-240-0		LAND/BUILD SUPPLIES & MATERIAL	42,980.00	0.00	750.00	25,667.23	3,750.00	13,562.77	31.56%		
A01-7F-230-0		ELECTION EXPENSE	520.00	0.00	0.00	316.08	0.00	203.92	39.22%		
A01-7G-230-0		COUNTY AUDITOR FEE	1,400.00	0.00	0.00	611.03	0.00	788.97	56.36%		
A01-7H-230-0		DELIQ LAND TAX ADVERT	50.00	0.00	0.00	10.10	0.00	20.20%	20.20%		
A01-7H-231-0		DEL REAL EST. TAX & COLL. FEES	230.00	0.00	0.00	156.41	0.00	73.59	32.00%		
A01-7I-230-0		STATE AUDITOR FEE	2,500.00	0.00	0.00	0.00	0.00	2,500.00	100.00%		
A01-7J-211-0		SOLICITOR WAGES	6,360.00	0.00	530.00	3,740.00	0.00	2,620.00	41.20%		
A01-7J-212-0		SOLICITOR BENEFITS	2,000.00	0.00	127.35	689.97	0.00	1,310.03	65.50%		
A01-7J-230-1		SOLICITOR CONTRACTUAL SERVICE	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%		
A01-7K-211-0		IT-WAGES	3,600.00	0.00	266.56	1,941.60	0.00	1,658.40	46.07%		
A01-7K-212-0		IT-BENEFITS	750.00	0.00	41.18	392.04	0.00	357.96	47.73%		
A01-7K-230-0		IT-STATE AUDITOR FEE	350.00	0.00	0.00	0.00	0.00	350.00	100.00%		
A01-7K-230-1		IT-SOLICITOR CONTRACT SERV	300.00	0.00	0.00	0.00	0.00	300.00	100.00%		
A01-7K-240-0		IT-SUPPLIES/MATERIALS	550.00	0.00	0.00	322.25	120.00	107.75	19.59%		
A01-7K-250-0		IT-CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-272-0		INCOME TAX REFUND	200.00	0.00	0.00	17.21	0.00	182.79	91.40%		
A01-7K-273-0		PRIOR YEAR REFUND	25.00	0.00	0.00	0.00	0.00	25.00	100.00%		
A01-7K-211-0		BONUS COVID 19 WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-211-1		PART TIME LABOR WAGES	11,000.00	0.00	1,085.14	3,815.07	0.00	7,184.93	65.32%		
A01-7K-212-0		BONUS COVID 19 BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-212-1		PART TIME LABOR BENEFITS	1,450.00	0.00	213.12	793.62	0.00	656.38	45.27%		
A01-7K-230-0		CONTRACTUAL SERVICE	13,000.00	0.00	836.33	7,464.08	1,531.25	4,004.67	30.81%		
A01-7K-230-2		ENGINEERING SERVICES	13,000.00	0.00	0.00	0.00	0.00	13,000.00	100.00%		
A01-7K-240-0		OTHER SUPPLIES & MATERIALS	8,500.00	0.00	500.00	1,976.62	4,366.12	2,157.26	25.38%		
A01-7K-250-0		LEASE CAPITAL OUTLAY	94,771.00	0.00	0.00	6,157.05	0.00	88,613.95	93.50%		
A01-7K-251-0		SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-271-0		TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-272-0		ADVANCE TO BE REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-273-0		BALANCE CORRECTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A01-7K-999-0		OTHER FINANCIAL USES	98,860.00	0.00	1,474.34	41,566.22	4,010.63	53,283.15	53.90%		
GENERAL FUND FUND SUB TOTAL			481,353.59	0.00	13,853.32	159,686.15	23,994.59	297,672.85	61.84%		
A02-7X-250-0		CD#1	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A03-7X-250-0		CD#2	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
A03-7X-271-0		TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
GENERAL FUND CD#2 FUND SUB TOT			0.00	0.00	0.00	0.00	0.00	0.00	.00%		
A04-7X-250-0		CD#3	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
GENERAL FUND CD#3 FUND SUB TOT			0.00	0.00	0.00	0.00	0.00	0.00	.00%		



REPORTING YEAR EXPENSE #	2022 EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
B12-7X-240-0	AMERICAN RESCUE PLAN ACT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B13-7X-250-0	WATERLINE REP OPWC CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B13-7X-251-0	WATERLINE REPL ARC CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B13-7X-252-0	WATERLINE REPL EPA CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	WATERLINE REP OPWC ARC EPA STR	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B14-7X-250-0	646 STREET PRO- ODOT CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B14-7X-251-0	646 STREET PRO- EPA CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
B14-7X-252-0	646 STREET PRO- OPWC CAP OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	646 STREET PROJECT FUND SUB TO	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
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 DEBT SERVICE FUND SUB TO	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
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	799.98	5,826.93	0.00	4,673.07	44.51%
D03-7K-212-0	BENEFITS	3,000.00	0.00	169.07	1,104.56	0.00	1,895.44	63.18%
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	0.00	1,435.17	381.25	2,183.58	54.59%
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	6,899.00	0.00	123,101.00	94.69%
D03-7K-272-0	INCOME TAX REFUNDS	700.00	0.00	0.00	51.64	0.00	648.36	92.62%
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	969.05	15,317.30	381.25	155,715.29	90.84%
E01-5A-211-1	SUPERINTENDENT WAGES	13,000.00	0.00	923.08	6,609.09	0.00	6,390.91	49.16%
E01-5A-211-2	CLERK WAGES	5,660.00	0.00	447.70	3,242.43	0.00	2,417.57	42.71%
E01-5A-211-3	METER READER WAGES	1,400.00	0.00	25.00	175.00	0.00	1,225.00	87.50%
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	3,105.00	0.00	240.64	1,804.80	0.00	1,300.20	41.87%
E01-5A-211-7	LABORER WAGES	63,778.80	0.00	3,366.53	15,788.47	0.00	47,990.33	75.25%
E01-5A-212-1	SUPERINTENDENT BENEFITS	2,000.00	0.00	142.62	1,008.93	0.00	991.07	49.55%
E01-5A-212-2	CLERK BENEFITS	1,100.00	0.00	114.64	705.15	0.00	394.85	35.90%
E01-5A-212-3	METER READER BENEFITS	250.00	0.00	3.86	27.02	0.00	222.98	89.19%
E01-5A-212-4	TEMP LABOR BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5A-212-6	CLERK HELPER BENEFITS	580.00	0.00	37.16	278.70	0.00	301.30	51.95%
E01-5A-212-7	LABORER BENEFITS	14,700.00	0.00	609.59	2,951.49	220.00	11,528.51	78.43%
E01-5B-240-0	BILLING SUPPLIES & MATERIALS	1,850.00	0.00	0.00	1,075.56	53.00	721.44	39.00%
E01-5B-241-0	CREDIT CARD CHARGES	2,100.00	0.00	0.00	0.00	0.00	2,100.00	100.00%
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 CTY 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	700.00	0.00	0.00	290.41	159.59	250.00	35.71%
E01-5I-230-0	LANDS & BUILDINGS	8,500.00	0.00	0.00	485.12	0.00	8,014.88	94.29%

REPORTING YEAR EXPENSE #	2022 EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	Y-T-D EXPENSE	ENCUMBERED AMOUNT	UNENCUMBERED AMOUNT	PERCENTAGE
E01-5I-231-0	UTILITIES	33,000.00	0.00	1,704.01	14,566.03	5,658.97	12,775.00	38.71%
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	4,682.83	1,288.31	1,528.86	20.38%
E01-5X-240-0	SUPPLIES & MATERIALS	39,340.00	0.00	1,138.90	11,370.62	12,324.00	15,645.38	39.77%
E01-5X-250-0	OWDA GRANT CAP OUTLAY	70.00	0.00	0.00	0.00	0.00	70.00	100.00%
E01-5X-260-0	LOAN PRINCIPLE	54,801.24	0.00	0.00	17,884.59	18,878.67	18,037.98	32.92%
E01-5X-261-0	LOAN INTEREST	1,770.00	0.00	0.00	94.81	94.81	1,580.38	89.29%
E01-5X-273-0	MISC REFUNDS	650.00	0.00	0.00	10.01	0.00	639.99	98.46%
	WATER FUND FUND SUB TOTAL	265,935.04	0.00	8,753.73	83,051.06	38,677.35	144,206.63	54.23%
E02-5A-211-1	SUPERINTENDENT WAGES	11,500.00	0.00	923.08	6,530.16	0.00	4,969.84	43.22%
E02-5A-211-2	LABORER WAGES	65,000.00	0.00	4,233.28	27,429.09	0.00	37,570.91	57.80%
E02-5A-211-3	METER READER WAGES	1,400.00	0.00	25.00	175.00	0.00	1,225.00	87.50%
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	5,660.00	0.00	447.68	3,242.40	0.00	2,417.60	42.71%
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	2,200.00	0.00	188.08	1,213.13	0.00	986.87	44.86%
E02-5A-212-2	LABORER BENEFITS	11,200.00	0.00	698.05	4,545.91	220.00	6,434.09	57.45%
E02-5A-212-3	METER READER BENEFITS	300.00	0.00	3.86	27.04	0.00	272.96	90.99%
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	1,063.35	0.00	114.62	705.12	0.00	358.23	33.69%
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	900.00	0.00	0.00	659.58	125.00	115.42	12.82%
E02-5D-240-0	AUTO SUPPLIES & MATERIALS	1,200.00	0.00	0.00	550.09	149.91	500.00	41.67%
E02-5E-230-0	LAND & BUILDINGS	13,210.00	0.00	1,846.00	4,390.62	665.00	8,154.38	61.73%
E02-5E-231-0	UTILITIES	22,560.25	0.00	1,263.00	9,115.53	13,109.47	335.25	1.49%
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	CONTRACTUAL SERVICES	2,700.00	0.00	0.00	2,396.11	220.25	83.64	3.10%
E02-5X-243-0	SUPPLIES & MATERIALS	29,500.00	0.00	2,756.04	12,637.42	10,138.68	6,723.90	22.79%
E02-5X-260-0	LOAN PRINCIPLE	6,236.00	0.00	0.00	0.00	0.00	6,236.00	100.00%
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	10.01	0.00	69.99	87.49%
	SEWER FUND FUND SUB TOTAL	178,276.25	0.00	12,498.69	73,627.21	24,628.31	80,020.73	44.89%
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	0.00	0.00	9,000.00	100.00%
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	0.00	0.00	12,300.00	100.00%
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	0.00%
	GRAND TOTAL	1,200,641.53	0.00	38,310.88	355,749.49	90,512.45	754,379.59	62.83%

ORDINANCE 2022-005

**AN ORDINANCE BY THE COUNCIL OF THE VILLAGE OF SCIO, OHIO TO AWARD BIDS, AND ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDER FOR THE MAPLE, BROWN, GRANDVIEW, AND WALNUT STREET WATERLINE AND LEAD LINE IMPROVEMENTS AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SCIO, HARRISON COUNTY, OHIO, AS FOLLOWS:

**SECTION 1.** The Mayor of the Village of Scio is hereby authorized and directed enter a contract with the lowest and best bidder and award the Maple, Brown, Grandview, and Walnut Street Waterline and Lead Line Improvement project.

**SECTION 2.** Funds for this project have been appropriated and will be paid out of the Water Fund.

**SECTION 3.** The Mayor and Council make a motion to award **Stull Excavating - \$1,085,085.63** for the construction of the proposed project and enter into any agreements for the construction of the project.

**SECTION 4.** This ordinance is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect, and maintain the health, safety and welfare of the citizens of the Village of Scio, Ohio.

**SECTION 5.** This ordinance shall take effect and be in force immediately upon its passage and approval.

PASSED: July 27, 2022

  
PRESIDENT OF COUNCIL

  
CLERK OF COUNCIL

Attest:  
  
MAYOR, MICHELLE CARPENTER

**OHIO DEPARTMENT OF TRANSPORTATION  
ACCOUNT RECEIVABLE**

**Make check payable to: Treasurer of State**

**Mail to: Scott Newhouse**

Section Manager, Funding & Economics  
Ohio Department of Transportation  
Office of Contract Sales & Estimating - #4110  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

**PID No. 112295**  
**Invoice No. 11531**

**To: Village of Scio**  
**P.O. Box 307, 210 East Main Street**  
**Scio, Ohio**  
**43988**

**Federal Project No. Non-Federal**  
**Harrison County**  
**Village of Scio**  
**S.R. 646**

**PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE**

Proposal of Participation	Type of Agreement	Amount
		<b>\$83,349.00</b>

Contract amount . . . . . \$312,249.00  
ODOT Engineering amount. . . . . \$ 70,900.00  
LESS OPWC. . . . . \$299,800.00

For the improvement of that portion of **S.R. 646**, more particularly described as follows:

**The project consists of rehabilitating the S.R. 646/East College Street intersection, including widening, full depth pavement, curb and gutter, sidewalk, curb ramps, drainage, signage, and pavement markings, lying within the Village of Scio.**

<b>Total Amount Due</b>	<b>\$83,349.00</b>
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Ohio Department of Transportation

E-SIGNED by Nathan Fling  
on 2022-07-19 17:50:29 GMT  
By: \_\_\_\_\_  
Administrator, Office of Contract  
Sales & Estimating



## **FINAL RESOLUTION**

The following Final Resolution enacted by the Village of **Scio**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **26th day of February, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of rehabilitating the S.R. 646/East College Street intersection, including widening, full depth pavement, curb and gutter, sidewalk, curb ramps, drainage, signage, and pavement markings, lying within the Village of Scio; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Three Hundred Eighty-Three Thousand One Hundred Forty-Nine and - - - 00/100 Dollars, (\$383,149.00) LESS OPWC in the amount of Two Hundred Ninety-Nine Thousand Eight Hundred and - - - 00/100 Dollars, (\$299,800.00) leaving a balance of Eighty-Three Thousand Three Hundred Forty-Nine and - - - 00/100 Dollars, (\$83,349.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Three Hundred Eighty-Three Thousand One Hundred Forty-Nine and - - - - 00/100 Dollars, (\$383,149.00) LESS OPWC in the amount of Two Hundred Ninety-Nine Thousand Eight Hundred and - - - - 00/100 Dollars, (\$299,800.00) leaving a balance of Eighty-Three Thousand Three Hundred Forty-Nine and - - - - 00/100 Dollars, (\$83,349.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 26 day of February, 2020, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 2020, at Page 2020-004, and under date of February 26, 2020.

Legislative Authority of the  
Village of **Scio**, Ohio

Michelle L. Copeland  
Mayor

Gladis R. Trice  
Clerk (Secretary Ex-Officio)

SEAL  
(If Applicable)

Clerk/Treasurer

**FISCAL OFFICER'S CERTIFICATE**

(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$83,349.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 646**, lying within the corporate limits of the Village of **Scio**, more particularly described as follows:

**The project consists of rehabilitating the S.R. 646/East College Street intersection, including widening, full depth pavement, curb and gutter, sidewalk, curb ramps, drainage, signage, and pavement markings, lying within the Village of Scio; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the Village of **Scio**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume 2020, at Page 2020-004,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this 27 day of July, 2022.

(Fiscal Officer's Seal)  
(If Applicable)

Gleida R. Ince  
Fiscal Officer of the Village of  
**Scio**, Ohio

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Village of **Scio**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of rehabilitating the S.R. 646/East College Street intersection, including widening, full depth pavement, curb and gutter, sidewalk, curb ramps, drainage, signage, and pavement markings, lying within the Village of Scio.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Three Hundred Eighty-Three Thousand One Hundred Forty-Nine and - - - 00/100 Dollars, (\$383,149.00) LESS OPWC in the amount of Two Hundred Ninety-Nine Thousand Eight Hundred and - - - 00/100 Dollars, (\$299,800.00) leaving a balance of Eighty-Three Thousand Three Hundred Forty-Nine and - - - 00/100 Dollars, (\$83,349.00).**
5. **The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

### **SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

### **SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**Village of Scio**  
**P.O. Box 307, 210 East Main Street**  
**Scio, Ohio**  
**43988**

Ohio Department of Transportation  
 Office of Contract Sales & Estimating  
 1980 West Broad Street, 1st Floor  
 Columbus, Ohio 43223

### **SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

#### **SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.



**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**

(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
Director of Transportation

**LOCAL PUBLIC AGENCY**

Village of Scio

  
\_\_\_\_\_  
**Mayor**

7-27-22  
\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Corinna Efke  
Unit Coordinator, Transportation  
Executive Agencies Section

PRELIMINARY LEGISLATION-Consent

Rev. 6/26/00

Ordinance # 20 - 004

PID No. 112295

County/Route/Section HAS SR 646 6.37

The following Ordinance is enacted by the Village of Scio, Harrison County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

**Being the intersection improvement at the intersection of East College Street and Main Street (SR 646) to include widening, pavement repairs, resurfacing, minor drainage, sidewalks, curb ramps, etc.**

NOW THEREFORE, be it ordained by the Village of Scio, Ohio:

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The Village agrees to assume and bear the entire cost of the improvement less the amount of State Funds set aside by the Director of Transportation for financing the improvement from funds allocated by the State. The Maximum State funding available from the Local Roads Oil and Shale Program is Five Hundred Thousand Dollars (\$500,000.00) which can be used for all phases of project development.**

**In addition, the Village also agrees to assume and bear 100% of the cost of any construction items requested by the Village on the entire improvement, which are not necessary for the improvement, as determined by the State.**

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual. **Local Roads Oil and Shale Program funds can be used for eligible utilities and right-of-way.**

**SECTION V - Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public purposes.

**SECTION VI - Authority to Sign**

The Mayor of said Village of Scio is hereby empowered on behalf of the Village of Scio to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: Feb 26, 2020.  
(Date)

Attested: Grisel Copeland  
(Clerk) - Treas.

Attested: Grisel Copeland  
(Clerk) - Treas.

Michelle L. Carpentier  
(Officer of Village - Mayor)  
Andrew R. Quinn  
(President of Council)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY  
STATE OF OHIO

The Village of Scio of Harrison County, Ohio

I, Trish Copeland<sup>Treas</sup>, as Clerk of the Village of Scio, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance # 20-004 adopted by the legislative Authority of the said Village of Scio on the 26th day of February, 2020, that the publication of such Ordinance # 20-004 has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance # 20-004 have been taken; and that such Ordinance # 20-004 and certificate of publication thereof are of record in Ordinance Record No., Page 20-004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 26th day of February, 2020.

Patricia M. Trish Copeland  
Clerk - Treas  
Village of Scio, Ohio

(Seal Required)  
or letter stating no seal

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the Village of Scio, Ohio

Attest:

Trish Copeland

Michelle Copeland  
Contractual Officer

Date 2/26/20

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_

\_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation



## **COMPLETE RESTORATION, LLC**

*Paint, Repair and Construction Services*

**P.O. Box 282 Henderson, KY 42419**

**PHONE: (270) 869-7150 FAX: (270) 572-4589**

7/21/2022

Mr. Jason Tubaugh  
Water Superintendent  
Village of Scio  
P.O. Box 307  
Scio, OH 43988  
(740) 945-5571  
[Tubaugh.jasonusmc@gmail.com](mailto:Tubaugh.jasonusmc@gmail.com)

# QUOTE

**TANK INFORMATION:** 200,000 Gallons – GST – 40'x24' - 3840 Allensworth Dr., Scio, OH

Compliance codes used for inspection	Payment Terms	Start Date
<b>AWWA, OSHA.</b>	50/50	PENDING ACCEPTANCE
Scope of work		
<b>(ROV) In-Service Inspection:</b> Visual inspection of the tank interior utilizing our remotely operated submersible vehicle. Visual inspection of the tank exterior utilizing our trained staff.		
<b>Total Cost:</b>		<b>\$ 1,600.00</b>

Inspections include but are not limited to the examination of the exterior support structure. Foundation, coating condition, ladders, handrails, safety devices, ventilation systems and overflows. Services are provided by trained professionals who are at minimum OSHA 10, First Aid, Confined Space Entry and CPR Certified.

The tanks condition shall be documented in written form containing photographs. If corrective measures are needed, we shall provide written recommendations for correction along with cost estimates.



# COMPLETE RESTORATION, LLC

*Paint, Repair and Construction Services*

**P.O. Box 282 Henderson, KY 42419**

**PHONE: (270) 869-7150 FAX: (270) 572-4589**

7/21/2022

## Terms and Conditions

1. Prior to start of work, owner will be furnished a certificate of insurance covering workman's compensation, automotive and general liability. 2. If tank is to be drained prior to our arrival, it shall be drained by OWNER/CUSTOMER, if it becomes necessary to drain the tank while on site, it must be drained by the OWNER/CUSTOMER. 3. If necessary, OWNER/CUSTOMER will be required to clear/move vehicles and equipment to a safe distance from the job site in order to prevent damage. Place physical barricades around the perimeter to restrict access during the project. 4. Work to be performed using our standard wage scale with open shop personnel, by mechanics skilled in their trade. 5. All workmanship is guaranteed for twelve (12) months after completion. 6. Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the quote. 7. OWNER/CUSTOMER understands and agrees any federal, state, and municipal taxes imposed on Complete Restoration, LLC with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Complete Restoration, LLC. Complete Restoration, LLC does not include costs for any permits, local licenses, fees, etc. in this proposal. 8. OWNER / CONTRACTOR agrees that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. 9. In the event OWNER initiates any litigation against Complete Restoration, LLC in contravention of this venue provision, OWNER shall pay Complete Restoration, LLC attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. 10. OWNER and Complete Restoration, LLC hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction. 11. The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. Complete Restoration, LLC is hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in this above quotation, for which the undersigned agrees to pay the amount mentioned in said quotation. 12. Proposals are subject to acceptance within 60 days from issuance. 13. Water shall be supplied by customer and no further than 50' feet from the base of the tank. 14. Disposal of any generated waste shall be done on site by scattering around tank base and or shall be placed in customer provided container. 15. A FINANCE CHARGE WILL BE ADDED TO DELINQUENT ACCOUNTS IN ACCORDANCE WITH STATE FINANCE CHARGE LAWS AT A 4% DAILY ACCRUAL RATE. 16. Standby time is billed in the event our crew is required to make entry into the structure for cleaning purposes but are unable to and must wait while the CUSTOMER/OWNER drains the tank. Standby time is billed at the rate of \$275.00 USD per hour. 17. Disinfection or water testing services are not part of the services included within this quote unless otherwise specified in writing by the Complete Restoration, LLC. 18. All credit card payments are subject to processing fee. 19. All customer copies of video recorded services shall be provided upon request at a charge of \$10.00 USD, plus mailing fees with 1GB limit per charge.

## Payment Terms

**50% with order 50% upon completion**

-MasterCard, Visa, American Express and Discover are accepted, with prior authorization-

## Acceptance of Proposal

**Completing the signature portion of this acceptance you hereby accept this proposal for service and agree to its payments, terms and conditions.**

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

Date: 7/21/2022

Village of Scio

Complete Restoration, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: James M Franks

Job Title: \_\_\_\_\_

Job Title: President

## Quote to Add Police

From: Amy J. Ballachino (amy.ballachino@assuredpartners.com)

To: scio1@frontier.com

Date: Monday, July 18, 2022 at 10:36 AM EDT

Hi Heidi,

The annual cost to add 1 part-time police officer with arrest authority is \$280.

The annual cost to add a police cruiser with a cost new value of \$40,000 would be \$410 for full coverage.

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

Thank you,



[assuredpartners.com](https://assuredpartners.com)



**Amy Ballachino**

*Senior Account Manager*

3900 Kinross Lakes Parkway #300, Richfield, OH 44286

d: 440.895.6536

o: 440.895.6536 | f: 440.356.2126

e: amy.ballachino@assuredpartners.com

## Capital Improvement Plan: updated /revised: 3/1/2021.

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.

Phase II - Second street from Eastport to Custer way alley to encompass all cross street such as schoolhouse 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 2020 depending on grant and allocated funds available. (Completed)

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 period. Extended timeline, this Phase has been reassigned to Phase VI, due to EPA's guidance for Lead service lines.

Phase IV- Maple and Walnut street 2021/2022 (Moved to Phase III)

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.

Phase VI- 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. Reassigned to Phase III due to funding agencies and EPA grant monies for replacing lead service lines.

Update: Phase III will encompass Brown, Maple, Walnut, and Grandview Streets. Change due to Funding and EPA Guidelines on lead service lines.

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 (Completed)

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. (Completed)

Church St lift station

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

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 (WTP upgrade completed November 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 years) (Funding for the Clarifier rebuild has been secured March 2021, rehabilitation 2021-2022)
- Digesters- **Inspect annually, repair or 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 semiannually. 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 rebuilding is required / recommend one spare on hand for emergency repair if needed

#### Vehicles:

- WWTP Service Truck - 2005 Chevy 2500 4x2 (bought in 2012)  
(Replaced in 2020, recommend next purchase in 2025 on a five-year rotation period)
- Street Department Truck - 2006 Dodge Ram 2500 4x4 (bought in 2014)  
(In service, used for part time and summer youth)
- Backhoe
- Plow Truck - 2009 F-450 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.
- Covid package 2020 F150 4x4

#### Lawn equipment:

- 2019 Cub cadet zero turn
- 2017 Toro riding lawn mower for the park
- 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 and 3/23/21.

LMI updated survey completed in 2019.

\*Phase III and IV have been updated due to EPA guidelines and funding for replacement of Lead service lines. Brown, Maple, Walnut, and Grandview St have been combined to be Phase III. Phase IV and beyond will be reviewed by the Street / water committee for final determination.  
Added Requirements to the Capital Improvement plan

- Water lines not captured in original planning: iron Ductile replacement with C909 plastic  
Fowler Ave, Church St, Hilltop Dr to include cross connection to Carrollton Street. Third St cross connection emplacement, Elm Street with cross connection to Grandview St.
- Sanitary service to Hilltop Drive; Proposed 2025/ 2026 to receive feasibility of the project and cost estimates. Require tap fees and resident participation. Encapsulate several homes on East Main St and Utility St during the project scope of work.