AGENDA

SCIO VILLAGE COUNCIL MEETING

September 22, 2021

Kindly mute all electronics-thank you!

Visitors are limited to 5 minutes

Pledge of Allegiance

Roll Call

Approval of Minutes

***EXECUTIVE SESSION PENDING LEGAL ***

Visitors-

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

Village Administrator Current Project

-Annexation, 9/20/2021.

-WWTP -Clarifier rebuild project, fully funded

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

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

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

_Annexation:

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

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

WTP:

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

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

WWTP:

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

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

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

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

Oil and Shale program:

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

Roadways/ Equipment/ Buildings/ Park:

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

- Durapatching will continue until October 2021.

General:

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

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

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

September 8, 2021

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

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

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

<u>Clerk-Treasurer:</u> Deed for Lot 163 has been submitted.

Water/WW:

Income Tax:

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

Mayor:

Village Administrator:

Current Project -Annexation, 9/20/2021. -WWTP -Clarifier rebuild project, fully funded -WTP- new water lines to be replaced in the distribution system, funding in process. ARC, CDBG, OEPA -Oil and Shale: SR 646 and East College St, funded Multiple Grants -Fowler Ave sewer line repair, funded: Grant/Loan

Annexation:

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

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

WTP:

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

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

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

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

Roadways/ Equipment/ Buildings/ Park:

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

- Durapatching will continue until October 2021.

General:

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

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

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

Complaints received:

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

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

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

OLD BUSINESS

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

NEW BUSINESS

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

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

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

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

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

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

For Council President Clerk-Treasurer

Mayor

FUND	ENTITY NAME : VILLAGE OF SCIO FUND CASH BALANCE STATEMENT - BY ACCOUNT # REI	SPORTING PERIOD: SEP 2021	2021	PAGE:	1 d COMPUTER	Дат Соменте 9/22/2021 12:21:44 ри	12:21:44 PM
REPOR	REPORTING YEAR 2021 FUND FUND DESCRIFTION	BEGINNING BALANCE	REVENUE	EXPENSE	ENDING BALANCE	ENCUMBERED AMOUNTS	AVAILABLE DALANCE
101	CENERAL FUND	407,046.18 470,193.94	834.13 85,672.59	12,635.42 160,621.64	395,244.89 395,244.89	17,648.83 17,648.83	377,596.06 MTD 377,596.06 XTD
A02	GENERAL FUND CD#1	27,006.45 26,980.33	0.00 26.12	0.00	27,006.45 27,006.45	00.0 0.00	27,006.45 MED 27,006.45 YTD
N03	GENERAL FURD CD#2	216.63 215.82	0.00 0.81	0.00	216.63 216.63	00'0 00'0	216.63 MTD 216.63 YTD
A04	GENERAL FUND CD#3	1,000,00 1,000,00	0,00 0,00	0,00	1,000.00 1,000.00	00.00	1,000.00 MTD 1,000.00 YTD
B01	STREET FUND	10,313.97 789.52	3,046.38 22,385.15	696.45 10,510.77	12,663.90 12,663.90	21.53 21.53	12,642.37 MTD 12,642.37 YTD
802	STATE HIGHWAY	19,829,92 13,139,77	247.00 7,567.02	76.09 705.96	20,000.83 20,000.83	244.04 244.04	19,756.79 MTD 19,756.79 YTD
B04	FARK FUND	32,121.47 27,679.21	37.68 11,670.44	284.39 7,474.89	31,874.76 31,874.76	628.11 628.11	31,246.65 MTD 31,246.65 YTD
805	FEMA	00.00	0,00 0,00	0.00	0.00	00.00	0.00.0 0.01 0.02
808	POLICE LEVY	18,461,97 16,878.83	1,94 1,650.11	447.01 512.04	18,016.90 18,016.90	0.00	18,016.90 MTD 18,016.90 YTD
808	BLOCK GRANT WATERLINE REPLACE	0,00	0.00	0.00	0,00	0.00	0.00 MTD 0.00 YTD
810	PERMISSIVE MVL	2,515.30 1,057.00	245.00 2,573.60	0.00 870.30	2,760.30 2,760.30	0.00 0.00	2,760.30 MTD 2,760.30 YTD
B11	COVED RELIEF	0.00	0.00	0,00 0.00	0,00	00.00 00.00	0.00 0.00 0.00
B12	AMERICAN RESCUE FLAN ACT	37,500.88 0.00	0.00 37,500.88	0.00	37,500.88 37,500.88	00.00	37,500.88 MTD 37,500.88 YTD
COL	TRUCK DEBT SERVICE	0,00	0,00	00.00	0.00 0.00	0.00	0.00 MTD 0.00 XTD
100	OPWC GRANT	0.00	0.00	00.00	0.00 0.00	00.00	0.00 MTD 0.00 TTD
£00	INCOME TAX/PERM IMPROVE	163,579.27 152,855.22	2,114.56 43,182.36	802.62 31,226.37	164,011.21 164,011.21	515.00 515.00	164,296.21 MTD 164,296.21 YTD
E01	WATER FUND	390,741.32 365,100.43	11,859.18 177,712.67	8,890.47 149,103.07	393,710.03 393,710.03	22,159.92 22,159.92	371,550.11 MTD 371,550.11 YTD
E02	SEMER FUND	159,741.55 156,909.69	9,424.34 120,882.56	11,557.86 120,184.22	157,608.03 157,608.03	28,074.55 28,074.55	129,533.48 NTD 129,533.48 YTD

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		MTD	ATO	MTD	ΥŦD	MTD	ΥTD	MTD	XTD
1 12:21:44 PM	AVALLABLE BALANCE	51,405.67	51,405.67	17,279.22	17,279.22	0,00	0.00	1,261,807.72	1,261,807.72
COMPUTER DATE 9/22/2021 12:21:44 PM	ENCUMBERED AMOUNTS	0.00	0.00	0.00	0.00	0.00	0.00	69,291.98	69,291.98
	ENDING	51,405.67	51,405.67	17,279.22	17,279.22	0.00	0.00	1, 331,099.70	1,331,099.70
PAGE: 2	EXPENSE	00.00	0.00	00.00	63.04	0,00	00.00	35,470.31	481,272,30
P 2021	REVENUE	0.00	1,669.43	0.00	1,300.16	0.00	0.00	27,810.21	513,793.90
REPORTING PERIOD: SEP 2021	BEGINNING BALANCE	51,405.67	49,736.24	17,279.22	16,042.10	00.00	0.00	1,338,759.80	1,298,578,10
ENTITY NAME : VILLAGE OF SCIO FUND CASH BALANCE STATEMENT - BY ACCOUNT # 1	KEFORTING YEAR 2021 FUND FUND DESCRIPTION	WATER CONTINGENCY		WATER DEPOSIT FUND		RUMA ESCROW		GRAND TOTAL ALL FUNDS MONTH-TO-DATE	GRAND TOTAL ALL FUNDS YEAR-TO-DATE
) GNDA	REPORC FUND	E03		E08		G01			

EXPENSE STATEMENT - BY ACCOUNT	#	REPORTING PERIOD: SEP 2021		PAGE:	ı	MPUTER DATE	COMPUTER DATE 9/22/2021 12:22:04 PM	1:04 PM
REPORTING YEAR EXPENSE #	2021 EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D Expense	X-T-D EXPENSE	ENCOMBERED	ENCUMBERED UNENCUMBERED AMOUNT AMOUNT	PERCENTAGE
A01-1A-211-0	POLICE WAGES	24,719.00	0.00	387.00	18.337 18	00 0	C4 181 A	25 074
A01-1A-212-0		3,735.00	0.00	59.79	3,202.68	0.00	532.32	14.25%
A01-1C-230-0	STREET LIGHTING	18,500.00	0.00	1,487.66	13,927.69	4,572.31	0.00	800.
A01-78-211-0	COUNT MEALTH DEFT. MAYOR E VA WAGES	250.00 62 249 ED	0.00	0.00	83.59	0.00	166.41	66.56%
A01-7A-212-0	MAYOR & VA BENEFITS	4, 101, 41	00.0	23.4 27 27	21,141,80 3 471 55	0.00	41,106.79	66,04%
A01-7B-211-0	COUNCIL WAGES	7 625 00	00.0		00.0	00.0	629.86 7 525 52	15.36%
A01-7B-212-0	COUNCIL BENEFITS	645.00	00.0	00.0	00.0	0.00	7,625.UU	100.008
A01-7B-240-0	COUNCIL SUPPLIES & MATERIALS	50.00	0,00	0.00	00.0	0.00	645,00 50.00	100.00%
A01-7D-211-0	CLERK/TREASURER WAGES	24,970.00	0.00	1,692.82	15,906,39	0.00	9.063.61	300 JE
A01-7D-212-0	CLERK/TREASURER BENEFITS	3,100.00	0.00	261,54	2,457.53	0.00	642.47	20.72%
A01-7D-240-0	ADMIN SUPPLIES & MATERIALS	8,100,00	0.00	543.93	6,009.44	2,001.35	89,21	1.10%
A01-7E-231-0		15,950.00	0.00	723.17	9,997.67	3,588.37	2,363,96	14.82%
A01-78-240-0 A01-78-230-0	LAND/BUILD SUPPLIES & MATERIAL	45,800.00	0.00	0.00	9,688.50	3,000.00	33,111.50	72.30%
A01-76-230-0	ELECTION EXPENSE		0.00	0.00	0.00	0.00	520.00	100.00%
A01-7H-230-0	DELTO LAND TAY ADVEDT	1,400.00	0,00	2,58	599.47	106.64	693.89	49.56%
A01-7H-231-0	DEL REAL EST. TAX & COLL. FRES	00.05	00.0	00.0	43.47	00.0	6.53	13,06%
A01-71-230-0		2.500.00	00.0	0,00	1040 E0	0.00	121.02	52.62%
A01-7J-211-0	SOLICITOR WAGES		00.0	500 00	06.948 A 500 005 A	00.00	1,659.50	66.38% Ar Are
A01-73-212-0	SOLICITOR BENEFITS	2,000.00	0.00	77.25	695 25	00.0	1 2010.UU	800.02
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	3,520.00	0.00	252.14	2,495.64	0.00	1,024.36	29,10%
AUL-7K-212-0	IT-BENEFITS	700.00	0.00	38.96	520.20	0.00	179.80	25.69%
U-062-W/-TOV	TT STATE AUDITOR FEE	350.00	0.00	0.00	0.00	0.00	350.00	100.00%
1-052-V/-TOV	IT-SULICITOR CONTRACT SERV	300,00	0.00	0.00	0.00	0.00	300.00	100.00%
AD1-7K-250-0	TTCADTES/MATERIALS TT-CADTTAL ARMY & V	500.00	0.00	0.00	313.95	30.00	156.05	31.21%
A01-7K-272-0	INCOME TAX REFINITS	00.00	00.0	0.00	0.00	0.00	0.00	0.008
A01-7K-273-0	PRIOR YEAR REFIND	25.00	00.0	00.00	0.00	00.00	200.00	1.00.00%
A01-7X-211-0	BONUS COVID 19 WAGES	00.01	00.0	0,00	0.00	00.00	25.00	100,00%
A01-7X-211-1	PART TIME LABOR WAGES	10,000,00	0.00	1.197.50	6 272 50	0.00	0,00 1 101 EA	11,00%
A01-7X-212-0	BONUS COVID 19 BENEFITS	0.00	0,00	00.0	0.00	00.0	00 0	207./C
A01~7X-212-1	PART TIME LABOR BENEFITS	1,400.00	0.00	185.01	984.26	00.00	415 74	20.205
A01-7X-230-0	CONTRACTUAL SERVICE	13,000.00	0.00	1,035.00	7,592.00	1,170.00	4.238.00	32 60%
A01-7X-230-2	ENGINEERING SERVICES	13,000.00	0.00	0.00	0.00	0.00	13,000.00	100.008
A01-7X-240-0	OTHER SUPPLIES & MATERIALS	•	0.00	532.00	4,565.45	662.50	4,182.05	44.448
AUL-/X-250-0 X01-7V-251 0	LEASE CAPITAL OUTLAY	94,771.00	0.00	0.00	13,598.57	0.00	81,172.43	85,65%
A01-7X-271-0	SFELIAL FRUJELIS TRANSFER ANT	0,00	0.00	0.00	0,00	0.00	0.00	0.00%
A01-7X-272-0	ADVANCE TO BE RETMETREED	00.0	0.00	0,00	0.00	0.00	0.00	0.00%
A01-7X-273-0	BALANCE CORRECTION	00.0	00.0	00.0	0.00	00.00	0.00	0,00%
A01-7X-999-0	OTHER FINANCIAL USES	35.550.00	00.0	320.02	00.0		00.0	0,00%
			0.0	20.020	8C.107,CT	99.116.2	19,754.96	55.60%
	GENERAL FUND FUND SUB TOTAL	416,220.00	0.00	12,635.42	160,621.64	17,648.83	237,949.53	57.178
A02-7X-250-0	CD#1	0.00	0.00	0,00	0.00	0.00	00 0	0 000
A03-7X-250-0	CD#2	0.00	0,00	0,00	0.00	00 0	0.00	0000
A03-7X-271-0	TRANFERS OUT	00'0	0.00	0.00	00.00	0,00	00.00	0,00%
	GENERAL FUND CD#2 FUND SUB TOT	0.00	0.00	0.00	0.00	0.00	0,00	003
A04-7X-250-0	5.H.U.J			4 1 0				
		0.00	00.0	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 2021	2021	MOT WAT DUCADA	antio vaaro	N	0.4.2	T UTOTANG COCD I	US OF BUILDING	
EXPENSE #	EXPENSE DESCRIPTION	AFFROENTALION	LANKI OVER	EXPENSE	EXPENSE	THUOMA	AMOUNT AMOUNT AMOUNT	PERCENTAGE
B01-6B-211-0	WAGES	26,222.02	0.00	544.00	6,212.05	0.00	20,009.97	76.318
801-68-212-0	BENEFITS	3,800.00	0.00	84.05	955.70	0.00	2,844.30	74,85%
B01-6X-230-0	STATE AUDITOR FEE	100.00	0.00	0.00	00.00	0.00	100.00	100.00%
BUI-6X-230-1	STREET CONTRACTUAL SERVICES	428.00	0.00	0.00	428.00	0.00	0,00	\$008
BU1-5X-240-0	SUPPLIES & MATERIALS	3,499.98	00.0	68.40 6.20	2,915.02	21.53	563.43	16.10% 2.20%
D-212-YQ-YAA	AUVANCE TO BE REIMBURSED	0.00	0.00	0.00	00.0	0.00	0.00	0.00%
	STREET FUND FUND SUB TOTAL	34,050.00	0.00	696.45	10,510.77	21.53	23,517.70	69.07%
B02-6B-240-0	SUPPLIES & MATERIALS	1,800.00	0.00	00.00	0.00	0.00	1.800.00	100.00%
B02-6C-211-0	STATE HWY/WAGES	2.100.00	0,00	0.00	0,00	0.00	2,100.00	100.005
B02-6C-240-0	CLEANING/SNOW REMOVAL	800.00	0.00	0.00	0.00	0.00	800.00	100,00%
B02-6E-230-0	TRAFFIC SIGNS/SIGNALS	1,100.00	0.00	0.00	0.00	0.00	1,100.00	100.00%
B02-6E-231-0	UTILITES	1,000.00	0.00	76.09	705.96	244.04	50.00	5.00%
B02-6X-230-0	STATE AUDITOR FEE	150.00	0.00	0.00	0.00	0.00	150.00	100.00%
	STATE HIGHWAY FUND SUB TOTAL	6,950.00	0.00	76.09	705.96	244.04	6,000.00	86.33%
B04-3B-231-0	UTILITES	3,200.00	0.00	282.44	2,512.91	412,09	275.00	8,59%
804 -38-240-0 004 -38 -240-0	SUPPLIES & MATERIALS	19,600.00	0.00	1.65	4,880.43	216.02	14,503.55	74.00%
0-052-X2-000 1-052-X2-000	STATE AUBLICK FEE	400.00	0.00	00.0	0.00	00.0	400.00	100.00%
1-062-X6-800	LUCHT NULTION FAS NET DEAL BEN MAY E COLT EEE	00.061	0.00	00.0	19.00	0.00	50.18 74 77	870.80
1-0EC-XE-PUN				00.0	00.00	00.0	77.77 0 00	800 0
B04-7H-230-0	DELLQ LAND TAX ADVERT	0.00	0.00	00.00	0,00	0.00	0.00	800.0 800.0
	PARK FUND FOND SUB TOTAL	23,390.00	0.00	284,39	7,474,89	628.11	15,287.00	65.36%
805-7A-230-0	FEEA ADMINISTRATION COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0,00%
0-767-77-208	TRANSFER OUT	00.00	00.0	0.00	00.00	0.00	0.00	0.003
0-057-71-508	UUGB SEMER FLANT FROUEUT	0.00	00.0	0.00	0.00	00.0	0.00	0.00%
B05-8X-255-0	FEMA REPATRS	00.0		00.0	00.0	00.0	00.0	500 0
			2		20.0			
	FEMA FUND SUB TOTAL	00.00	00'0	00.00	0,00	0.00	0.00	.00%
B08-1A-211-0	POLICE WAGES	15,184.00	0.00	387.00	387.00	0.00	14,797.00	97.45%
B08-1A-212-0	POLICE BENEFITS	1,216.00	0.00	59.79	59.79	0.00	1,156.21	95.08%
B08-1A-240-0	SUPPLIES & MATERIALS	50.00	0.00	0.00	0,00	0.00	50.00	100.008
B08-1A-261-0	CRUISER PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.008
0-062-0/-808	COUNTY AUDITOR FEE	130.00	0.00	0.22	55,86	0.00	74.14	57.03%
B08-7H-230-1	DEL BEALEST TAX SUVERT	35.00	0.00	0,00	20.0	00.0	89.98 25 63	806.66 806.66
вов-7п-272-0		0.00	0.00	0.00	0.00	00.00	0.00	0.00%
	POLICE LEVY FUND SUB TOTAL	16.705.00	0.00	447.01	512.04	0.00	16.192.96	96.93%
			> >					
B09-7X-272-0	REIMBURSEMENT	00.00	0.00	0.00	0.00	0.00	0.00	0.00%
	BLOCK GRANT WATERLINE REPLACE	0.00	00'0	0.00	0.00	0.00	0.00	.00%
B10-6X-230-0 B10-6X-240-0	STATE AUDITOR FEE SUPPLIES AND MATERIALS	80.00 2,120.00	0.00	00.00	0.00 870.30	0.00	80.00 1,249.70	100.00% 58.95%
	PERMISSIVE NVL FUND SUB TOTAL	2,200.00	0.00	0,00	870,30	00.00	1,329.70	60.44%

REPORTING YEAR EXPENSE #	2021 EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARY OVER AMOUNT	азизала О-Д-М	α-Т-Υ С-Т-У	ENCOMBERED	UNENCOMBERED	
n11-7Y-2A0-0						T 170 00 77 77	THOOLEY	E SUCCEMENTING
	SCALAR REPERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	COVID RELIEF FUND SUB TOTAL	0.00	0.00	00.00	0,00	0.00	0,00	.00%
B12-7X-240-0	AMERICAN RESCUE FLAN ACT	37,500.88	0.00	0.00	0.00	00 0	88 UN7 TF	100 001
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	00.00	00.00	0.00	0.00	0.00	0.00%
	TRUCK DEBT SERVICE FUND SUB TO	37,500.88	0.00	0.00	0.00	0.00	37,500.00	100.00%
001-50-250-0	OPWC GRANT	0.00	0.00	00.00	0.00	0.00	0.00	0.00%
	OFWC GRANT FUND SUB TOTAL	0.00	0.00	00.00	0.00	0.00	0.00	,00%
D03-71-271-0	TRANSFER TO TRUCK DERT	12,511,84	0,00	0.00	00.00	00 0	12 511 84	100 00%
D03-71-271-1	FER TO	6,202.00	0.00	0.00	0.00	0.00	6,202.00	100,00%
D03-7K-211-0	WAGES	10,500.00	0.00	756.70	7,489.45	0.00	3,010.55	28.67%
0-212-X/-FOG	BENEFITS	3,000.00	0.00	116.92	1,306.85	0.00	1,693.15	56.44%
DD3-7K-230-0	STATE AUDIT FEE	3,000.00	0,00	0.00	0.00	0.00	3,000.00	100.008
D03-7K-240-0	SULATION CONTRACT SERVICES IT SUDDITES & MAREDIALS	00.00c	00.0	0.00	0,00	00.00	500.00	100.00%
D03-7K-241-0	CREDIT CARD FEES	0.00	00.0	00.0	2, 021.32 0.00	00.616	89.598	21,599
D03-7K-250-0	CAPITAL OUTLAY	130,000.00	00.0	0.00	19.808.75	00.0	110.191 25	80.00 84.76%
D03-7K-272-0	INCOME TAX REFUNDS	700.00	0.00	0.00	0.00	0.00	700.00	100.008
D03-7K-273-0	PRIOR YEAR REFUND	1,000.00	0.00	0.00	0,00	00.00	1,000.00	1.00.00%
	INCOME TAX/PERM IMPROVE FUND S	171,413.84	0,00	882,62	31,226.37	515.00	139,672.47	81.46%
E01-5A-211-1	SUPERINTENDENT WAGES	11,200.00	0,00	844.92	9,787.58	237.17	1.175.25	10.49%
E01-5A-211-2	CLERK WAGES	5,200.00	0.00	418.84	4,188.40	0.00	1,011.60	19.45%
E01-5A-211-3	METER READER WAGES	1,400.00	0,00	0.00	376.90	0.00	1,023.10	73.08%
E01~5A~211-4	TEMP LABOR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
201-23-511-0	ULEKK HELFER WAGES TAPADED WACES	2,300.00	0.00	240.64	2,261.14	0.00	38.86	1.69%
E01-5A-212-1	SUIDERTWERNDENE DENEETS	42,100.0U	00.0	2,381.60	30,615.92	00.00	11,484.08	27.208
E01-5A-212-2	CLERK BENEFITS	900.000	00.0	40.051 56 53	19.000,1	0.00	293.09	16.28%
E01-5A-212-3	METER READER BENEFITS	250.00	0.00	0.00	153.20	00.0	01.70 96 AD	80/ F
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	380,00	0.00	37.16	349,20	0.00	30.80	8,11%
E01-5A-212-7	LABORER BENEFITS	14,625.00	00.00	455.96	5,656.91	264,00	8,704.09	59.52%
0-017-00-TO3	BLUDING SUPPLIES & MATERIALS	1,800.00	0.00	36.00	1,306.69	48.50	444.81	24.718
E01-5D-240.0	CDBC-CARLERY CHARLES	2,100.00	0.00	0.00	1,113.36	750.00	236.64	11.27%
E01-5D-250-1	HADD CTTV CRANT CAD ANTELAV	00.0	0.00	0.00	0.00	0.00	0.00	0.00%
E01-5D-250-2	ARC OMEGA GRANT		00.0	0.00	0.00	00.00	0.00	0.00%
E01-58-243-0	AUTO REPAIR & MAINT	1.100.00	00.0	00.0	00'0 245 345	00,00	01.0	800.0
E01-51-230-0	LANDS & BUILDINGS	5,300.00	0.00	0.00	1.353.00	0.2.0	00 L96 L	SCY . II
E01-51-231-0	UTILITIES	31,380.00	0.00	1,770.72	21,399.65	3,558,44	6.421.91	20.478
E01-5X-230-0		5,880.00	0.00	0.00	0.00		5,800.00	100.008
E01-5X-230-1	SOLICITOR CONTRACTUAL SERVICE	200.00	0.00	0.00	0.00	0,00	200.00	100.008
EUL-DX-230-2	ENGINEERING SERVICE	4,000,00	0.00	00'00	0.00	00'0	4,000.00	100.003
6-052-VC-103	CONTRACTUAL SERVICES	7,500.00	0.00	0.00	5,732.53	398.01	1,369.46	18.26%
E01-5X-250-0	ACTURATES & CALARYOU AND	00.0142,85	00.0	7.5.60c, Z	18,367.33	11,246.61	8,626.06	22.56%
					4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			

ENTITY EXPENSE STATEMEN	ENTITY NAME : VILLAGE OF SCIO STATEMENT - BY ACCOUNT # REPORTIN	REPORTING FERIOD: SEP 2021		PAGE	. 4	MPUTER DATE	COMPUTER DATE 9/22/2021 12:22:05 PM	M4 20:
REPORTING YEAR EXPENSE #	2021 EXPENSE DESCRIPTION	APPROPRIATION AMOUNT	CARRY OVER AMOUNT	M-T-D EXPENSE	X-T-D EXPENSE	ENCUMBERED AMOUNT	ENCUMBERED UNENCUMBERED AMOUNT AMOUNT	PERCENTAGE
E01-5X-260-0	LOAN PRINCIPLE	22.401.24	0.00	0.00	10.992.91	5 650 99	5 757 74	25 204
E01-5X-261-0	LOAN INTEREST	1, 770.00	0,00	0.00	247.44	0,00	1.522.56	86.02%
E01-5X-273-0	MISC REFUNDS	650.00	0.00	00'0	166,64	0.00	483.36	74.36%
	WATER FUND FUND SUB TOTAL	234,946.24	0.00	8,890.47	149,103.07	22,159.92	63,683.25	27.118
E02-5A-211-1	SUPERINTENDENT WAGES	11,500.00	0.00	844.92	8.391.24	0.00	3,108-76	27 01%
E02-5A-211-2	LABORER WAGES	50,000.00	0.00	5,784.22	49.292.03	0.00	101.001	1 42%
E02-5A-211-3	METER READER WAGES	1,400.00	0.00	0.00	376.90	0.00	1,023.10	73,08%
E02-5A-211-4	TEMP LABOR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0,00%
E02-5A-211-5	CLERK WAGES	5,200.00	0.00	418.86	4,189.60	0.00	1,011.40	19.45%
E02-5A-211-6	CLERK HELPER WAGES	1,100.00	0.00	0.00	0.00	0.00	1,100.00	100,00%
EUZ-5A-212-1 EO2-58-212-2	SUPERINTENDENT BENEFITS I ABODEN DEMISING	1,900.00	00.00	130.54	1,505.26	0.00	394.74	20.78%
E02-58-212-2	LARUKEK BENEFITS Memed dealer benefre	00.005,8	0.00	981.64	8,070.68	264.00	165.32	1.95%
E02-5A-212-4	LANDA ACADEMICA STATES	00.000	00.0	00.0	153.24	0.00	146.76 0.00	48.92%
E02-5A-212-5	CLERK BENEFITS	833.35	0.00	U.U 64 72	781 73	0.00	0.00 51 62	0.00%
E02-5A-212-6	CLERK HELPER BENEFITS	166.65	0.00	0.00	0.00	00.0	166.65	100 001
E02-5B-240-0	BILLING SUPPLIES & MATERIALS	1,300.00	0.00	36.00	380.67	48.50	870,83	66,99%
E02-50-240-0	AUTO SUPPLIES & MATERIALS	1,200.00	0.00	0.00	324.98	26.55	848.47	70.71%
E02-5E-230-0	IAND & BUILDINGS	13,210.00	0.00	966.00	12,824.57	231.40	154.03	1.178
EUZ-5E-231-0	UTILITIES	29,500.00	0.00	1,450.51	12,588.82	15,636.18	1,275.00	4.32%
EUZ-5E-Z50-0 E02-EX-230-0	CAP OUT-OWDA CLARIFIER	0.00	0,00	0.00	0.00	00.00	00.00	0.00%
U-062-XC-203	STATE AUDITOR FEE	1,800.00	0.00	0.00	0.00	0.00	1,800.00	100,00%
1-052-VC-204	SULICITUR CONTRACTUAL SERVICE	0.00	0.00	0,00	0.00	0.00	0.00	0.00%
2-002-XC-204	ENGLNEEKING SEXVICES	500.00	0.00	0.00	0.00	0.00	500.00	100.00%
2007-27-27-202	CUNTRCTUAR SERVICES	00.00c,2	0.00	0.00	2,305.00	150.00	44.00	1.76%
0-0-2-77-203	VAN PRINCIPUS A MALERLALS	21,100.00	00.0	880.45 ô ôô	16,749.50	9,467.92	882.58	3,26%
R00-5X-061-0	LOAN THWEDEER	0,436.00	0.00	0.00	2,250.00	2,250.00	1,736.00	27.848
E02-5X-273-0	MYSC DEFINDS	00.00	00.0	00.0	0.00	0.00	0.00	0.00%
	COMO 32M OCTA	80.00	0.00	0,00	0.00	0.00	80.00	100.008
	SEWER FUND FUND SUB TOTAL	164,326.00	0.00	11,557.86	120,184.22	28,074.55	16,067.23	9.78%
E035D2500	CONTINGENCY CAPITAL OUTLAY	12,900.00	0.00	0.00	0,00	00.00	12,900.00	100.008
	WATER CONTINGENCY FUND SUB TOT	1.2 , 900 . 00	0.00	00.0	00.00	00.00	12,900.00	100.005
E08-5A~000~0 E08~5B~000-0	DEPOSITS REFUNDED DEPOSITS APPLIED	9,000.00 3,300.00	0.00 0.00	0,00 0.00	63.04 0.00	00.00	8,936.96 3,300.00	99.30% 100.00%
	WATER DEPOSIT FUND FUND SUB TO	12,300.00	00.00	0.00	63.04	0.00	12,236.96	99.49%
G01-7X-273-0	RUMA BOND REFUND	0.00	0.00	00'0	00.00	0.00	0.00	0.00%
	RUMA ESCROW FUND SUB TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	,008
	GRAND TOTAL	1,132,901.96	0.00	35,470.31	481,272.30	69,291.98	582,337.68	51.40%

Ordinance No. 2021 - 007

STATE OF OHIO

COUNTY OF HARRISON

SS. ORDINANCE REQUIRING AGREEMENT FOR ANNEXATION FOR PARCELS AND TERRITORIES RECEIVING MUNICIPAL WATER AND/OR SEWER UTILITY SERVICES

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

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This date, <u>Sept. 22</u>, 2021, Councilperson <u>Jim Clark</u> moved

the adoption of the following Ordinance:

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

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

WHEREAS, the home rule authority of the Municipality pursuant to the Constitution of the State of Ohio, including but not limited to Art. XVIII, Sections 3, 4, and 6, empowers the Village of Scio to enact and enforce an Ordinance requiring existing and prospective extraterritorial customers of the Municipal water and/or sewer utility services to consent to the annexation of any parcel or territory which is provided Municipal water and/or sewer utility services.

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

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

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

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

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

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

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

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

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

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

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

Councilperson Kari Salsberry/seconded the motion and, thereupon, the votes in favor of the Ordinance were recorded and approval is reflected by the signatures hereto. Approved: Date: Sept. 22, 2021. ATTEST: Thimp-Council President Clerk - Treasurer Approved as to form: egal Counsel CERTIFICATION I hereby certify on this 22 day of 320, 2021, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on 22 <u>Vipt</u>, 2021, of the Village of Scio, County of Harrison, State of Ohio. : & Chic

Village of Scio - Audit Adjustment

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

To: scio1@frontier.com

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

Hi Heidi,

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

Thank you!

Jessica



Jessica L. Carter, CPA, MSA Assistant Auditor Auditor of State Keith Faber

(740) 594-3300 Direct (800) 441-1389 Toll Free (866) 306-0025 Fax

JLCarter@ohioauditor.gov www.ohioauditor.gov

Facebook Twitter OhioAuditor.gov

Transfer

	/	200	/	C C)	
GRAND TOTAL	SUB 1104	С В04-3В-240-0	נסא מטצ / /	O-666-XL-104	ACCT #	POSTING CURRENT
		SUPPLIES & MATERIALS		OTHER FINANCIAL USES	ACCOUNT DESCRIPTION	POSTING CURRENT YEAR APPROPRIATIONS JOURNAL USE
		14503.55		19764.96	UNENC BAL	USER: BEIDI
		19600.00		35550.00	ORG APP	DAT
.00	-6210.00	-6210.00	6210.00	6210.00	APP POST	DATE: 09/23/21 PAGE:
		13390.00		41760.00	NEW APP	1 COMPUTER DATE: 9/23/2021 11:42:53 AM

Betty - yea Carol - yea Enin - yea Kari - yea 2. Jim Clark 1. Andrew Turner Rep 2021 - 007

Jim - yea Andrew - yea

9-22-21

Motion passed

to reflect adjustment recommender by the State Auditor Unrund appropriations

HARRISON COUNTY 740.942.4623 • 740.942.4090 100 W. Market St., Cadiz, OH 43907



RESOLUTION 43-21

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

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

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

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

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

- ✓ (1) The petition meets all the requirements set forth in, and was filed in the manner provided in, section <u>709.02</u> of the Revised Code. Including 709.02:
 - Each signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed. (ORC 709.02 (C) (1))
 - o Norris: Yes
 - o Bethel: Yes
 - o Coffland: Yes
 - O O Potitic
 - Petition includes accurate legal description of perimeter. (ORC 709.02 (C) (2))
 - o Norrís: Yes
 - o Bethel: Yes
 - o Coffland: No
 - 0
 - Petition includes accurate map or plat. (ORC 709.02 (C) (2))
 - o Norris: Yes
 - o Bethel: Yes
 - o Coffland: No
 - 0
 - Petition includes name and address of agent for petitioners. (ORC 709.02 (C) (3))
 - o Norris: Yes
 - o Bethel: Yes
 - o Coffland: Yes

0

- List of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner, and permanent parcel number was submitted with petition. (ORC 709.02 (D))
- o Norris: Yes
- o Bethel: Yes
- o Coffland: Yes
- $^{\circ}$

- Real estate is contiguous to municipality to which annexation is proposed. (ORC 709.02 (A))
- o Norris: No
- Bethel: No
- o Coffland: No
 ○
- (2) The persons who signed the petition are owners of real estate located in the territory proposed to be annexed in the petition, and, as of the time the petition was filed with the board of county commissioners, the number of valid signatures on the petition constituted a majority of the owners of real estate in that territory.

0	Norris:	Yes
0	Bethel:	Yes
0	Coffland:	Yes

 \checkmark (3) The municipal corporation to which the territory is proposed to be annexed has complied with division (D) of section <u>709.03</u> of the Revised Code.

0	Norris:	No
0	Bethel:	No
0	Coffland:	No

 \checkmark (4) The territory proposed to be annexed is not unreasonably large.

0	Norris:	No
0	Bethel:	Yes
0	Coffland:	Yes

✓ (5) On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted. As used in division (A)(5) of this section, "surrounding area" means the territory within the unincorporated area of any township located one-half mile or less from any of the territory proposed to be annexed.

0	Norris:	Yes
0	Bethel:	Yes
0	Coffland:	Yes

✓ (6) No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipal corporation has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of this division, "street" or "highway" has the same meaning as in section <u>4511.01</u> of the Revised Code.

o Norris: No

- o Bethel: No
- o Coffland: No

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

Commissioners in favor of Resolution:

Paul Coffland, President

Don Bethel

Dale Norris

Commissioners opposed to Resolution:

Paul Coffland, President

Don Bethel

Morra Dale Norris

This Resolution was passed this <u>\</u> day of September 2021 Attested: Misty Bailie, Clerk.

NORTH TOWNSHIP AND VILLAGE OF SCIO ANNEXATION AGREEMENT

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

RECITALS

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

B. The legislative authorities of the TOWNSHIP and the VILLAGE have each authorized and directed the TOWNSHIP and the VILLAGE, respectively, to make and enter into this Annexation Agreement by and through their respective officers in accordance with Resolution No. $\frac{04-14-2021}{2021}$, adopted by the Board of Township Trustees on $\frac{94-14-2021}{2021}$, 2021, and Ordinance No. $\frac{2021-016}{2021}$, adopted by the Scio Village Council on $\frac{05-25}{2021}$.

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

SECTION 1 - DESIGNATION OF TERRITORIES WHERE ANNEXATION PERMITTED

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

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

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

SECTION 2 – ANNEXATION, CONFORMING BOUNDARIES

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

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

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

SECTION 3- SERVICES

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

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

SECTION 4- GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

<u>4.10.</u> This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any of the provisions of the Ohio Constitution or of the VILLAGE's municipal

charter or of the Ohio Revised Code, nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to boards of county commissioners under any provisions of the Ohio Constitution or of the Ohio Revised Code.

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

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

- 4.12.1 That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were contained herein or therein;
- 4.12.2 The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- 4.12.3 Each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

<u>4.13.</u> The parties agree that just as Ohio Revised Code Section 709.192 is to be liberally construed to allow parties to enter into Annexation Agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desire of each of the parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing by the TOWNSHIP and VILLAGE, and the State of Ohio, in the benefits of economic development, even if the economic development does not occur in an unincorporated area. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709,192.

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

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

VILLAGE OF SCIO

Administer / Seiv 1. 600 Printed Name and Capacity

THE BOARD OF TOWNSHIP TRUSTEES OF NORTH TOWNSHIP

rains Albaugh

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

Parcel Nos.

 $\begin{array}{c} 200000010000\\ 20000009000 \end{array}$

Titled Owner

Robert R. Hendricks

Thomas A. & Cynthia L. Spiker Trustees Revocable Living Trust U/A April 18, 2019

James M. Barrett Kathleen A. Barrett

Utica East Ohio Midstream, LLC

Scio Pottery Co.

Ohio Rail Development Commission

Harrison County Commissioners

Dedicated Roadway

Ohio Power Co.

AEP Ohio Transmission Co., Inc.



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

4 messages

Jason Tubaugh <tubaugh.jasonusmc@gmail.com>

Thu, Sep 9, 2021 at 1:32 PM

To: dan.lorenz@dot.ohio.gov

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

Dan

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

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

Option 2- Take SR 646 down to one lane, and allow the massive amounts of Semi traffic to utilize the road until 2023. With option 2, would ODOT assist the Village with the signal devices? I would see the need for two signal devices to be used, and block the one lane from use. The lane that would be blocked would be coned off and or the use of a barrier system.

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

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

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

Lastly, Berry Easterling has called numerous times

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

I appreciate your time and assistance on these matters Thank you Jason Tubaugh Administraor, Village of Scio 740 409 2477 cell 740 945 5571 x4 office

Dan.Lorenz@dot.ohio.gov <Dan.Lorenz@dot.ohio.gov> To: Jason Tubaugh <tubaugh.jasonusmc@gmail.com> Fri, Sep 10, 2021 at 7:01 AM

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

Jake,

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

Thank you,

Daniel J. Lorenz, P.E.

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

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

Jason Tubaugh <tubaugh.jasonusmc@gmail.com> To: "Dan.Lorenz@dot.ohio.gov" <Dan.Lorenz@dot.ohio.gov> Fri, Sep 10, 2021 at 11:47 AM

Dan

Good morning, the replies are in blue to your questions

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

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

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

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

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

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

Side Note: The sewer issue on Fowler Ave (SR646), the engineering plans have been submitted to the Ohio EPA. The Village is awaiting approval and the issuance of a PTI. We anticipate that the PTI will be issued within four weeks, this has been deemed an emergency project. Once we have the PTI, the project will be out for Bid, once awarded the sewer line will be replaced, this will encompass 550 feet and will pass through the intersection. The sewer will be completed in 2021, the road resurface may be in 2022 depending if we can get asphalt. This will eliminate the sewer issue for project 112295 HAS 646-6.37.

I appreciate your time, and any input is welcomed.

Jake Scio VA 740 409 2477 cell [Quoted text hidden]

Dan.Lorenz@dot.ohio.gov <Dan.Lorenz@dot.ohio.gov> To: Jason Tubaugh <tubaugh.jasonusmc@gmail.com> I discussed the options you mentioned below with our District Traffic Engineer (Chris Varcolla) and Capital Programs Administrator (Shane Locke). Shane also ran the information provided below by our District Deputy Director, Tom Corey.

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

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

[Quoted text hidden]

Certificate of Deposit Maturity Notice

Certificate Number:000022013Maturity/Renewal Date:09/28/2021Maturity/Renewal Value:\$12,281.65New Maturity Date:09/28/2022Renewal Investment:12 MONTH

000022013145041 09/28/2021 \$12,281.65 09/28/2022 12 MONTHS GOVERNMENT MULTI-TERM



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

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

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

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

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

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



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Defendant:		
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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 interacted event two wears.

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 revied 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.