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Board of Trustees

9-3-1986

September 3, 1986 Meeting Minutes

Shawnee State University

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M I N U T E S
Shawnee State University
Special Board of Trustees Meeting
September 3, 1986

The meeting was called to order by Chairman White.

ROLL CALL

Members Present: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland,
Mr. Morgan, Dr. White

Members Absent: Mr. Platt, Mr. Ferguson, Dr. Carson

Mr. Hyland moved to go into executive session for the purpose of meeting with Mr. Robert McCurdy, University Counsel, to discuss a prevailing wage dispute that involves Shawnee and could lead to pending or eminent court action. Mr. Thompson seconded the motion and the Board moved to executive session at 7:05 P.M.

Ayes: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan,
Dr. White

Nays: None

Mr. Hyland moved and Mr. Thompson seconded a motion for the Board to reconvene.

Ayes: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan,
Dr. White

Nays: None

The Board moved back into regular session at 8:20 P.M. with the following members present:

Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan, Dr. White.

Mr. Taylor discussed the land appraisal process and the fact that the Department of Public Works, Division of Real Estate would not accept Dick Kiser's reports (7) as submitted. Because of the delays the Attorney General's Office, Cherry Poteet, and the Division of Real Estate, John Penrod, have suggested the attached addendum to Mr. Kiser's contract which was previously approved by the Board. Per the addendum Mr. John Kiser will be reworking the reports and submitting the same as per the amended contract.

Mr. Hyland moved and Mr. Morgan seconded a motion to adopt Resolution 27-86, addendum to contract with Mr. Kiser.

Ayes: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan,
Dr. White

Nays: None

Mr. Taylor then suggested, as has the Attorney General's Office and the Division of Public Works, that all other property be assigned to the firm of Porter and Peck, Inc. from Westerville for appraising. Therefore, Mr. Taylor asked the Board to approved the prepared contract as outlined per Resolution 28-86.

Mr. Thompson moved Resolution 28-86 be adopted. Mr. Reinhardt seconded the motion.

Ayes: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan,
Dr. White

Nays: None

There being no further business, Mr. Hyland moved and Ms. Riffe seconded a motion for adjournment.

Ayes: Mr. Reinhardt, Ms. Riffe, Mr. Thompson, Mr. Hyland, Mr. Morgan,
Dr. White

George F. White, Chairman

R. Neil Hawk

R. Neil Hawk, Treasurer

as follows:

1. John Kiser shall become jointly responsible with Richard L. Kiser for the appraisal services.

2. The appraisers shall deliver the following appraisals to Neil Hawk at Shawnee State University by 5:00 p.m. Wednesday, September 10, 1986:

942 Third Street
938 Third Street
934 Third Street
918 Third Street
932 Third Street
911 Second Street
943 Second Street

Six additional appraisals will be due by 5:00 p.m., Wednesday, September 17, and the remaining five appraisals shall be due by 5:00 p.m., Wednesday, September 24.

3. The appraisers shall forfeit \$100 per day for each appraisal not submitted by the due date.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates hereinafter written.

JOHN KISER

DATE

RICHARD L. KISER

DATE

SHAWNEE STATE UNIVERSITY:

BY _____

DATE _____

THE FOLLOWING CASE IS BEING
contract appraiser on the parcel(s) assigned:

4. Termination

A. In the event that the Appraiser refuses or fails to perform this Contract within the time specified, or any written extension thereof, the Contract shall thereby be terminated. Upon such termination of this Contract, the Department reserves the right to require the Appraiser to return to it all data, maps, photographs or other material furnished, prepared or developed by the Department in connection with the performance of the work required by this Contract. The Department further reserves the right to require the Appraiser to deliver to it all data, maps, photographs or other materials prepared or developed in connection with the performance of the work required for this Contract upon payment of an equitable price therefore.

B. Should the Department determine that a change in appraisal services, covered by this Contract, becomes necessary, due to any subsequent policy change, then this Contract shall become null and void and the parties hereto shall agree upon new and different terms in accordance with changed policy.

5. Conduct

A. The Appraiser's conduct and standards of practice shall conform with those set forth by the Department and are considered incorporated herein by this reference. Any breach of these standards on any work being done for the Department is considered sufficient cause for non-performance of this Contract on the part of the Department.

B. The Appraiser herein agrees to indemnify and save harmless the state of Ohio from any and all liability rising from the exercise of duties in appraising the property covered by this Contract.

C. The Appraiser shall conform to all applicable federal, state, and local laws, ordinances, and regulations.

6. Performance

It is agreed by and between the parties hereto that, in the performance of the terms, conditions and provisions of this Contract by the Appraiser, time is of the essence.

7. Warranty

The Appraiser warrants that the appraiser has not employed or retained any company, firm or person other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement, and that the appraiser has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for the Appraiser any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the state shall have the right to annul this agreement without liability.

WHEREAS, the parties hereto do mutually agree that, for the consideration hereinafter specified, the Appraiser will furnish the appraisal services for the property or properties hereinafter described, subject to the terms, conditions and general provisions set forth in this contract, and to any other provisions incorporated herein by attachment hereto, and made a part hereof, as though fully rewritten herein.

1. Property Identification and Type of Report

Owner	Type Property	Type Report	Fee
See Attached Sheet			

2. Appraisal Services and Payment

A. The appraiser shall, not later than 60 days after notification of employment, furnish two written appraisal reports (hereinafter referred to as the Report) of the fair market value of the individual parcels comprising the real property being appraised, to be estimated in accordance with recognized appraisal procedures. The Appraiser shall make a detailed inspection of the property appraised and afford the property owner, or his representative, the opportunity to accompany the Appraiser while inspecting the property. Said Appraiser shall make such investigations and studies as are necessary to derive sound conclusions as to the fair market value of the property and prepare an adequate appraisal report as heretofore provided.

In consideration for furnishing the Report, the Appraiser shall be paid

\$ 300/parcel which sum shall constitute full reimbursement to the Appraiser for services, including appraisal of structures, if any, and for any expenses incurred, including the cost of all supplies, materials and equipment.

B. Upon the request of any representative of the Department or any representative of the offices of the Attorney General of the state of Ohio, the Appraiser agrees to furnish an appraisal, to be available for necessary pre-trial conference and to testify as to the value of any and all of the property included in the Report in any judicial proceedings involving a determination of the value of said property. The Appraiser shall be paid for such services rendered in accordance with the following schedule:

(1) Conference Time	\$ <u>50.00</u> per Hour
(2) Attendance in Court	\$ <u>300.00</u> per Day
(3) *Updating Rate	\$ <u>50% of Original fee</u> per Hour

*Appraisal updating limited to a maximum of three years from the date of original appraisal submission.

APPRAISER

DATE

COMPANY PRINCIPAL OR REPRESENTATIVE

BY: _____

DATE

BY: _____

DATE

GAY

STREET

SECOND

STREET

115'-6"	Shawnee State	584	61'
32'	Ministry to Shawnee State Coll	599	32'
32'	Rosalie Martin	610	28'
24'	Mary A. Turner		
64'	Shawnee State	611	
55'	Shawnee State	39	
68'-7 1/2"	Grace E. Hughes et al		
83'-7 1/2"	Shawnee State		
38'	Ruth M. Cropper et al		
50'	Shawnee State		
115'-6"			

115'-6"	Edward Hartnett	583	56'
28'	Calvin E. Knisley	583	
32'	Harold & Esther White	600	
32'	Warren G. Kelsor		
36'	James G. & Sandra D. Sinclair	609	
28'	Michael Emmett		
32'	Claude VanBibber	612	
30'-10 7/8"	Don Sherman	932	
30'-10 7/8"	John & Dillia Sherman	934	
30'-10 7/8"	Bernard R. & Patricia B. McKinney	938	
45'	Vercie E. Stevens	942	
40'	Charles Euton	950	
38'-7 1/2"	Ballard Patrick	946	
50'-2 1/2"			

THIRD

(912) Smith

STREET

BOND

STREET

Gay St.

Bond St.

Sinton St.

Waller St.

FOURTH ST

FOURTH ST

800's

900's

1000's

1100's

THIRD ST

THIRD ST

LIMITS OF PHASE I EXPANSION
3rd Priority
PHASE I PARKING

already done

MATH/SCIENCE
PHASE I

LIBRARY
PHASE I

already done

1st Priority
PERSONAL APTS
PHASE I

LIMITS OF PHASE I EXPANSION

2nd Priority

PHASE II

SECOND ST

SECOND ST

GYMNASIUM

ACTIVITIES

COMMONS

MANAGE

SCIENCE CENTER
PHASE I

EXIST. PARKING

FUTURE PARKING

FUTURE BUILDING

PHASE II

EXIST. PARKING

HEADQUARTERS
PHASE I
OFFICE

NEW BLDG

EXIST. STAFF PARKING

TAI

EXIST. PARKING

FUTURE BUILDING

STREET MARKET

FUTURE DEVELOPMENT

LIMITS OF PHASE I EXPANSION

EXIST. POWER CO. BUILDING

PHASE II

Bridge

OHIO RIVER

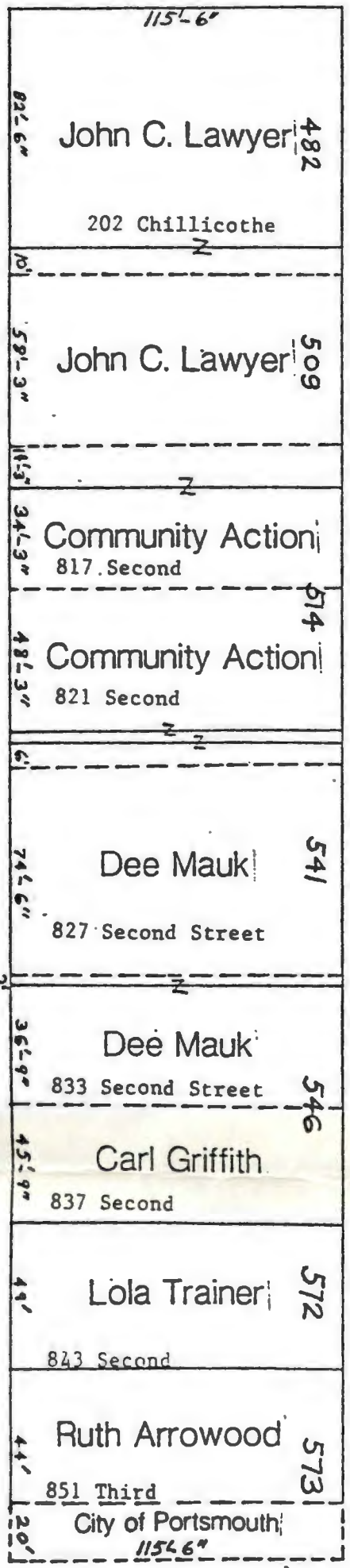
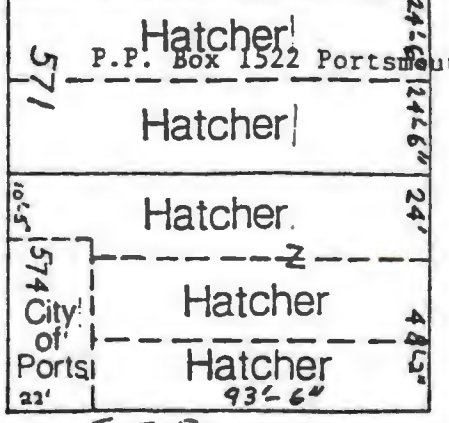
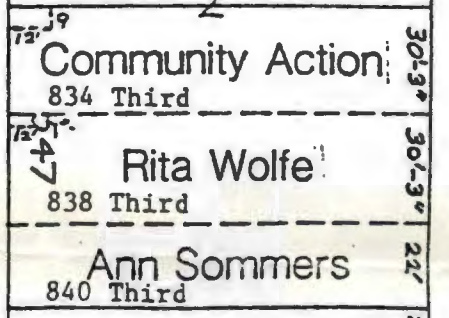
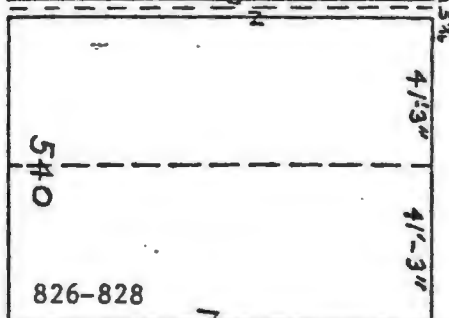
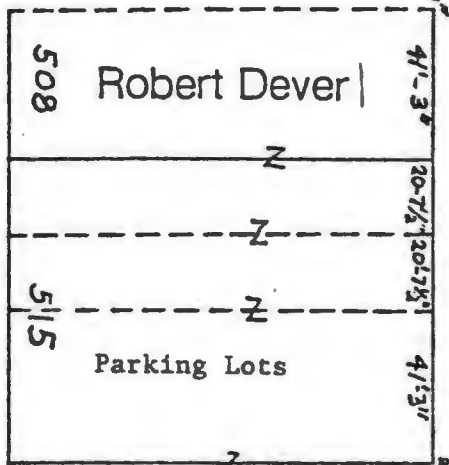
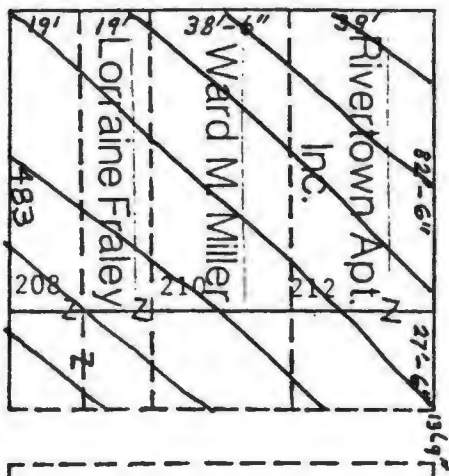
800

3rd Priority

(may include 3 commercials)

THIRD

STREET



SECOND

STREET

STREET

SECOND

STREET

30'	Kenneth Scott 1101 Second Street	33	115'-6"
35'			
30'	Mary E. Compton 1113 Second Street		
28'-8"			
42'-8"	Mary E. Compton 1119 Second Street	32	
27'-6"			
27'-6"			
51'			
40'	Ella Williams 1123 Second Street	31	
39'	Ella Williams		
48'-5"	Shawnee State		
8'			
31'-1"	Shawnee State	11	
20'			
59'-1"	Shawnee State	12	
59'-1"	Shawnee State	13	115'-6"

35'	Lora Wheeler 1102 Third Street	33'	115'-6"
43'	Augusta A. Jacobs 1106 Third Street	30'	
	John Young 1108 Third Street	30'	
	Rita Stephens 1112 Third Street	30'	
44'	Henry C. Cantrell 1116 Third Street	40'	
	Martha Jenkins 1120 Third Street	40'	
	Michael Cantrell 1126 Third Street	40'	
45'	June Shepherd 1124 Third Street	40'	
	Harvey Hale 1130 Third Street	47'-5"	
10	Donald Pollard 1136 Third Street	45'-1"	
		14'	
9	Jerry E. Carver 1140 Third Street	28'	
23'-09"	Kathy L. Perry 1148 Third Street	26'-1"-5"	
8	June Perry 1148 Third Street	39'-1"	115'-6"

THIRD

STREET

1100

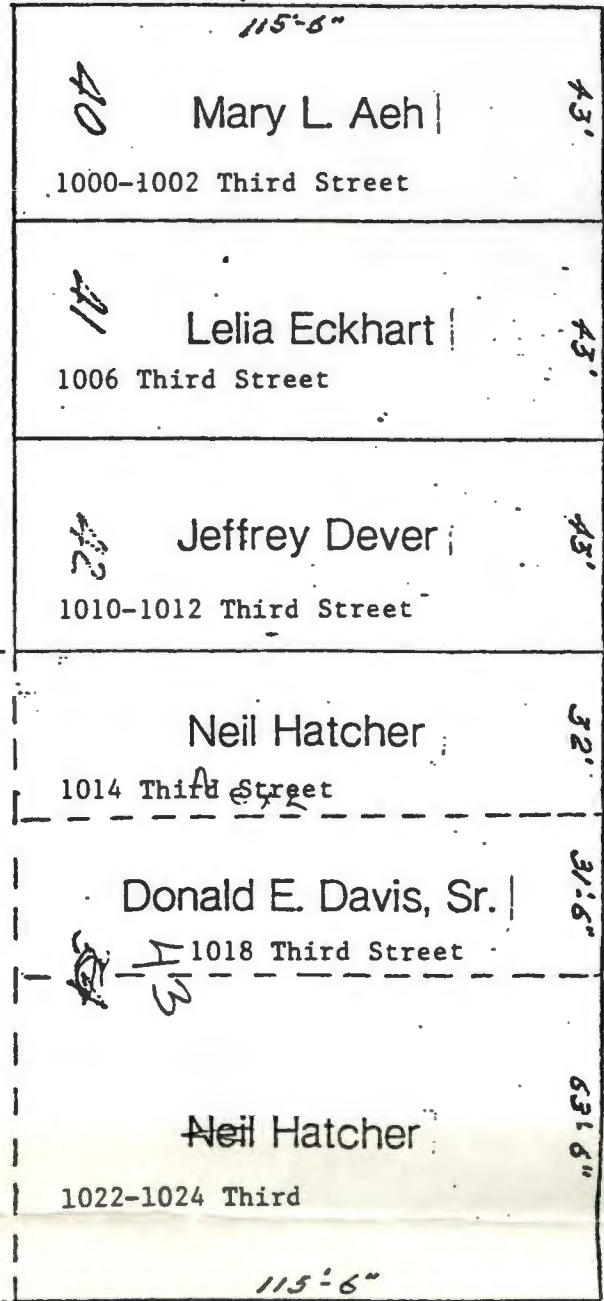
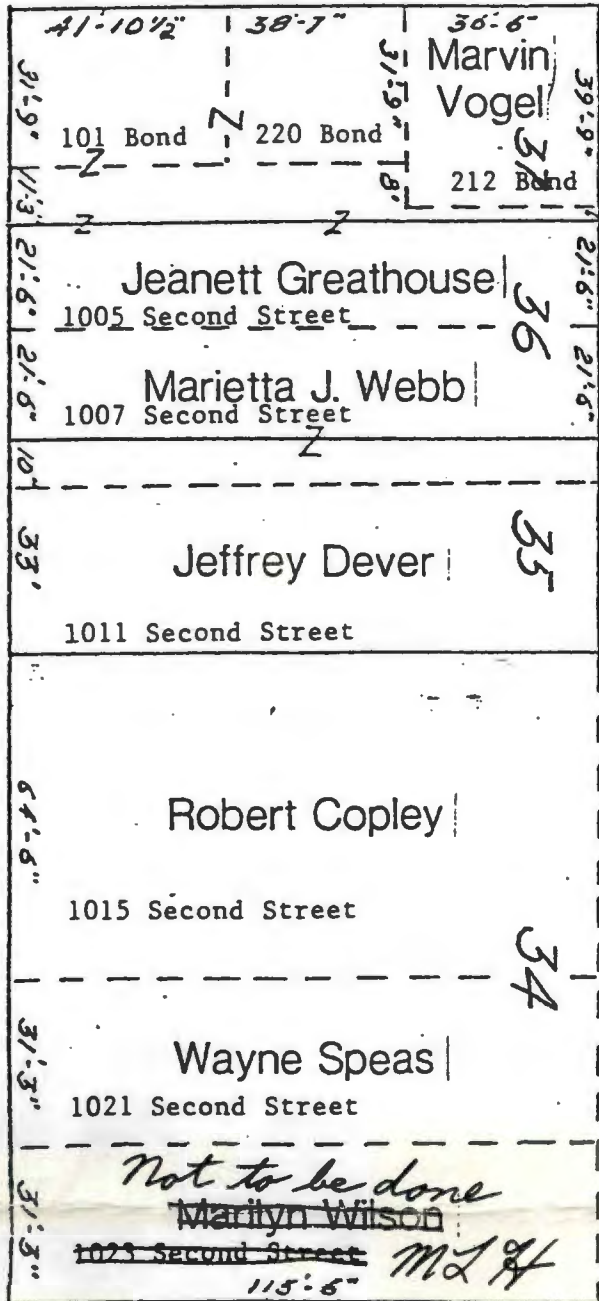
2nd Priority

SECOND

STREET

BOND

STREET



SINTON

STREET

19

54
Priority

Porter & Peck, Inc.
APPRAISER



August 15, 1986
DATE

COMPANY PRINCIPAL OR REPRESENTATIVE
Charles R. Porter, Jr.

BY: _____

August 15, 1986
DATE

BY: _____

DATE

specified, the Appraiser will furnish the appraisal services for the property or properties hereinafter described, subject to the terms, conditions and general provisions set forth in this contract, and to any other provisions incorporated herein by attachment hereto, and made a part hereof, as though fully rewritten herein.

1. Property Identification and Type of Report

Owner	Type Property	Type Report	Fee
PRELIMINARY: (46) parcels of real estate in Portsmouth, Ohio bounded by Second St. on the south, Third St. on the north, Waller St. on the east and Chillicothe St. on the west, (see attached maps).	43 Single Family Residential 3 Commercial	Narrative	\$275 per Report

2. Appraisal Services and Payment

A. The appraiser shall, not later than 30/45/60 days after notification of employment, furnish 2 written appraisal reports (hereinafter referred to as the Report) of the fair market value of the individual parcels comprising the real property being appraised, to be estimated in accordance with recognized appraisal procedures. The Appraiser shall make a detailed inspection of the property appraised and afford the property owner, or his representative, the opportunity to accompany the Appraiser while inspecting the property. Said Appraiser shall make such investigations and studies as are necessary to derive sound conclusions as to the fair market value of the property and prepare an adequate appraisal report as heretofore provided.

In consideration for furnishing the Report, the Appraiser shall be paid

\$ 275 per report which sum shall constitute full reimbursement to the Appraiser for services, including appraisal of structures, if any, and for any expenses incurred, including the cost of all supplies, materials and equipment.

B. Upon the request of any representative of the Department or any representative of the offices of the Attorney General of the state of Ohio, the Appraiser agrees to furnish an appraisal, to be available for necessary pre-trial conference and to testify as to the value of any and all of the property included in the Report in any judicial proceedings involving a determination of the value of said property. The Appraiser shall be paid for such services rendered in accordance with the following schedule:

(1) Conference Time	\$ <u>50</u>	per Hour
(2) Attendance in Court	\$ <u>400</u>	per Day
(3) *Updating Rate	\$ <u>50</u>	per Hour

*Appraisal updating limited to a maximum of three years from the date of original appraisal submission.

4. Termination

A. In the event that the Appraiser refuses or fails to perform this Contract within the time specified, or any written extension thereof, the Contract shall thereby be terminated. Upon such termination of this Contract, the Department reserves the right to require the Appraiser to return to it all data, maps, photographs or other material furnished, prepared or developed by the Department in connection with the performance of the work required by this Contract. The Department further reserves the right to require the Appraiser to deliver to it all data, maps, photographs or other materials prepared or developed in connection with the performance of the work required for this Contract upon payment of an equitable price therefore.

B. Should the Department determine that a change in appraisal services, covered by this Contract, becomes necessary, due to any subsequent policy change, then this Contract shall become null and void and the parties hereto shall agree upon new and different terms in accordance with changed policy.

5. Conduct

A. The Appraiser's conduct and standards of practice shall conform with those set forth by the Department and are considered incorporated herein by this reference. Any breach of these standards on any work being done for the Department is considered sufficient cause for non-performance of this Contract on the part of the Department.

B. The Appraiser herein agrees to indemnify and save harmless the state of Ohio from any and all liability rising from the exercise of duties in appraising the property covered by this Contract.

C. The Appraiser shall conform to all applicable federal, state, and local laws, ordinances, and regulations.

6. Performance

It is agreed by and between the parties hereto that, in the performance of the terms, conditions and provisions of this Contract by the Appraiser, time is of the essence.

7. Warranty

The Appraiser warrants that the appraiser has not employed or retained any company, firm or person other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement, and that the appraiser has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for the Appraiser any fee, commission, percentage, brokerage fee, gifts or any other consideration, continuing or resulting from the award or making of this agreement. For breach or violation of this warranty, the state shall have the right to annul this agreement without liability.

Bureau of Real Estate Policy
on
Appraisal Reports

1. Projects exceeding \$150,000.00 in value shall require two (2) independent appraisal reports.
2. Copies of reports are generally acceptable, however, copies must be legible and the pictures of the subject and comparable properties must be of good quality.
3. Pages of all appraisal reports should be numbered.
4. An appraisal report must be submitted within one year of its effective date to be considered valid. Any reports furnished after one year should be updated by the appraiser.
5. Form Reports - the Fanny Mae Appraisal Form may be acceptable in the appraisal of certain residential properties provided that the value of the property does not exceed \$50,000.00 and the form is supplemented by:
 - a. Photographs of the subject and comparable sales.
 - b. Detailed information on the comparable sales.
 - c. Five (5) year history of the property as per guidelines.
 - d. Lease information if applicable as per guidelines.
 - e. Certification of value as per guidelines.
 - f. Qualifications of the appraiser.
 - g. Location map showing subject property in relation to comparable sales.
6. Preliminary Appraisal Reports and Opinions of Value - reports of this type are not acceptable since the appraiser does not offer sufficient support of his opinion for the reviewer to make a final judgment.
7. Narrative Appraisal Reports - This type of report is most appropriate for the majority of projects dealt with by this office. Although, all reports should follow the guidelines previously established as well as that for professional appraisal practice, the complexity of the appraisal problem should determine the detail necessary for the appraiser to adequately support his opinion. The reports should be of professional quality with the appraiser's value supported by his analysis. Any information included within the report should be purposeful and not extraneous. For example, we are considerably more interested in how an appraiser determines the Highest and Best Use of a property than seeing an elaborate definition of what Highest and Best Use is.

Should there be any questions regarding the details involved in an appraisal report it is suggested that you contact Mr. Marc L. Half, Appraisal Supervisor at (614) 466-3435.

In the cost approach an estimated reproduction or replacement cost new of the building and land improvements is developed together with an estimate of loss in value due to wear and tear, design and plan, or neighborhood influences. The depreciated building cost estimate is added to the estimated value of land. The total represents the value indicated by the cost approach.

In the market data approach the subject property is compared to similar properties that have been sold recently. Comparisons are made to demonstrate a probable price in which the property being appraised would sell if offered on the market.

In the income approach the present rental value is shown with a deduction for vacancy and other expense, and a conclusion about the perspective net operating income of the property is developed. In support of this net operating income estimate, operating statements for previous years may be reviewed together with available experience operating cost estimates. An applicable capitalization method and appropriate rates are developed for use in computations that lead to an indication of value by the income approach.

In many appraisal reports, use of one or more of the approaches may not be applicable or appropriate. In such cases, the appraiser should discuss his reasoning for omission of the approach.

All data included in the valuation approaches should be thorough, well documented, and reliable. Since this portion of the appraisal is in essence the primary thought process behind the value rendering, the appraiser must be able to convey to the reviewer his reasoning in a logical and supported manner.

RECONCILIATION OF VALUE INDICATIONS

This is the section whereby the appraiser reconciles the value indications into a final estimate. In this, he should briefly describe the strength and weaknesses of the value indications offered and value approaches used in support his value indication.

In making the appraisal, all pertinent facts are considered and weighed but the discussion and the report should be confined to data found significant to the problem under consideration. Under this heading items such as the following may be included:

1. Distance and direction from the employment centers.
2. Public transportation.
3. Road pattern, layout and width of street.
4. Proximity to good shopping.
5. Proximity to grade and other schools.
6. Proximity to parks and recreation.
7. Proximity to nuisances.
8. Police and fire protection, rubbish collection.
9. Life stage of neighborhood.
10. Population trend.
11. Percentage of ownership.
12. Vocations, wage levels, rent levels.
13. Conformity to development.
14. Vacancy in living or commercial facilities.
15. Restrictions and zoning.
16. New construction activity.
17. Percentage of vacant land.
18. Changing land use.
19. Level of taxes.
20. Adequacy of utilities and street improvements.
21. Adequacy of parking - street and off street.
22. Concentration of advertising by retail merchants.
23. Street traffic - type and amount.
24. Pedestrian traffic - type and amount.
25. Proximity to expressways, toll roads and airports.
26. Rail connections and service for freight.
27. Labor supply, quantity and type.

This section should be thorough but should be appropriate for the property being appraised, and not simply a canned readout from a word processor.

7. Zoning:

This section should include the property's existing zoning and private restrictions, and what uses are allowed under these requirements, as well as their affect on the use of the property. The appraiser should also note possible future changes in zoning patterns which may affect the subject.

8. Taxes:

The assessed valuation of the property and annual taxes and assessments should be included in this section of the appraisal report.

9. Site Data:

Data should include a description of the site area, shape, contour, soil, subsoil and utilities available. This section may

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
ACCEPTABLE APPRAISAL GUIDELINES

In an effort to standardize our review process, assure uniformity and quicken the reviewing of reports we have prepared guidelines for acceptable appraisal reports.

Since it is our responsibility to insure that state transactions are based upon appropriate and reasonable valuations, we must insist upon certain basic guidelines for appraisal reporting.

These guidelines shall apply to all appraisal reports which are furnished to this office for review. Incomplete reports will be returned to the submitting agency for additional information or rejected if the appraiser does not demonstrate adequate ability to handle the appraisal problem.

It is recommended that these guidelines be distributed to all agencies which may have cause to submit an appraisal for our review, as well as the appraisers who will be involved in a project.

This agency reviews appraisals of all types and classes of property ranging from single family residences to hospitals for purchase, sale, lease, participation, transfer, etc. As a result of the variety of projects dealt with, our guidelines may be somewhat broad and some of the requirements may not be specifically applicable to every appraisal project; however, the appraiser should direct any questions he may have to this office.

These guidelines are basically the same as that recommended by the major appraisal organizations and have been altered to a degree to meet the state's special needs. They have evolved over a period of time and result from problems which have been encountered through the course of our experience. By following these guidelines we anticipate that duplication of effort will be avoided, money saved, the quality of the appraisal reports upgraded and the specific needs of the state of Ohio will be better met.

ITEMS TO BE INCLUDED AND SPECIAL NEEDS

1. Identification of the Property:

This is necessary so that the property will not be confused with another parcel. Should the reviewer need to see the property there should be no question as to its location. Included in this section should be any and all of the following if appropriate:

1. Street address
2. Legal description
3. Side of the street and distance from cross streets
4. Plat maps