

October 16, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (1)

Approve Out of County Travel - EMA

Re-Appoint TuscBDD – Yoss

Designate Official Representative/Alternate – Vote at Annual CCAO Meeting 2024

Grant/Deny Annexation – Golec & Judge – From Warwick Twp to Village of Tuscarawas

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 16th DAY OF OCTOBER, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (880-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the minutes from the October 11, 2023 meeting as written.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (881-2023) MOTION – REMOVE SUPPLEMENTAL – BOARD OF ELECTIONS – LEGAL EXPENSES

It was moved by Commissioner Zemis, seconded by Commissioner Ress to remove a Supplemental from the Commissioners for the Board of Elections for legal counsel for \$7,500 Contingent upon further review and clarification.

Commissioners	E-0440-A018-A00	E-0010-A001-A05	\$7,500.00	Unanticipated legal expenses incurred by the BOE
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VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (882-2023) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-0440-A018-A00	E-0260-A007-A04	\$37.40	Final apiary inspection reimbursement for the year
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$4,595.00	Carpet for new Coroner's office
Board of Elections	E-0440-A018-A00	E-0200-A003-A14	\$25,000.00	Cover shortfall due to holding a third election in 2023

DISCUSSION: *Commissioner Ress asked if the Board of Elections is supposed to utilize the Prosecutor's Office vs. getting outside legal counsel? Commissioner Abbuhl stated typically the Prosecutor's Office would be the office to use, but there were some issues going on and they did not utilize the Prosecutor's Office at first and get authorization from the Commissioners to use outside council. The Commissioners decided to remove the line item from the Supplementals and discuss it with the Board of Elections. The Board of Elections has now utilized the Prosecutor's Office.*

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (883-2023) TRANSFER OF FUNDS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
JFS	E-1145-H000-H46	E-1145-H000-H33	\$91,735.42	To pay for transportation costs
JFS	E-1140-H000-H02	E-1145-H000-H33	\$10,000.00	To pay for transportation costs
JFS	E-1140-H000-H05	E-1145-H000-H33	\$25,000.00	To pay for transportation costs
JFS	E-1145-H000-H30	E-1145-H000-H33	\$9,000.00	To pay for transportation costs

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (884-2023) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following travel request as submitted by Noah Porter, EMA Director:

DATE: October 20, 2023
LOCATION: Warren, OH
ATTENDEES: Noah Porter and Jenn James
USING COUNTY VEHICLE: Yes
EXPENSE: \$0.00

REASON: Trumbull County EMA is hosting the quarterly NE Sector meeting for the Emergency Management Association of Ohio. Noah is the secretary for this group.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (885-2023) RE-APPOINT – TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES – RYAN YOSS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the re-appointment of Ryan Yoss to the Tuscarawas County Board of Developmental Disabilities. The term will begin January 1, 2024 and end on December 31, 2027, as per the requirement of ORC 5126.022.



October 11, 2023

Tuscarawas County Commissioners
 Tuscarawas County Courthouse
 125 East High Avenue
 New Philadelphia, Ohio 44663

Dear Commissioners:

The Tuscarawas County Board of Developmental Disabilities has had the pleasure of the appointment of Mr. Ryan Yoss as a member since he came on Board in January of 2016. His current term expires on December 31, 2023.

Mr. Yoss' professional training and experience as an accountant as well as his role as the parent of a child eligible for school-age services has been a tremendous asset. ORC 5126.022 outlines the requirements related to Board members and specifies that all Board members shall be persons interested and knowledgeable in the field of intellectual disabilities and other allied fields. Mr. Yoss fulfills the specific requirement outlined in ORC 5126.022 as the appointment from the County Commissioners that is an immediate family member of an individual eligible for early intervention services or services for preschool or school-age children.

I would appreciate your consideration of his reappointment to the Board for his third four-year term which would begin January 1, 2024 and end on December 31, 2027. Per the requirements of ORC 5126.024, a signed declaration from Mr. Yoss is included with this letter for your review. No individual may be appointed or reappointed to a county board unless you as the appointing authority are provided with this written declaration.

Please feel free to contact me if you have any questions at 330-339-9779. Thank you in advance for your consideration in this matter.

Sincerely,

Nate Kamban
 Superintendent

NK:ls
 cc: Ryan Yoss

Starlight School 518 Church Avenue SW, New Philadelphia, OH 44663-2225 • Phone: 330.339.3577
 TuscBDD Service and Support Center 610 Commercial Avenue SW, New Philadelphia, OH 44663-9365 • Phone: 330.308.7173

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (886-2023) DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2024.

Commissioner Ress moved the adoption of the following resolution:

WHEREAS, Article IV, Section 6 and 7, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Commissioner Chris Abbuhl is designated as the Official Voting Representative of Tuscarawas County.

BE IT FURTHER RESOLVED that Commissioner Kristin Zemis is designated as the Alternate Voting Representative of Tuscarawas County.

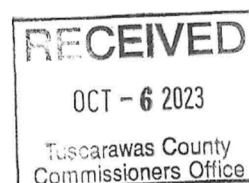
The motion was seconded by Commissioner Zemis

Roll Call Vote: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

PASSED AND ADOPTED by the Board of County Commissioners of Tuscarawas County on the 16th Day of October, 2023.

RESOLUTION (887-2023) GRANT GOLEC AND JUDGE – WARICK TOWNSHIP TO VILLAGE OF TUSCARAWAS ANNEXATION

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following annexation:



PETITION FOR ANNEXATION OF TOWNSHIP PROPERTY TO MUNICIPAL CORPORATION EXPEDITED

Now comes the undersigned (“Petitioners”), consisting the owners of a certain area (“Territory”) as hereinafter described, and according to the statutes of the State of Ohio, specifically O.R.C. 709.021 and O.R.C. 709.022, and hereby petition for annexation of the Territory to the Village of Tuscarawas, Tuscarawas County, Ohio (“Village”).

Said Territory is currently situated in the Township of Warwick, County of Tuscarawas, State of Ohio (“Township”) and consists of 1.43 acres, more or less. Said Territory is contiguous and adjacent to the City. An accurate description of said Territory is attached hereto and made a part hereof, as Exhibit “A.”

A plan of the above-described Territory is attached hereto and made a part hereof, as Exhibit “B”.

Kelsey C. Kochman, Attorney at Law, located at 825 South Main St., North Canton, Ohio 44720, is hereby appointed agent for the undersigned Petitioners as required by the Ohio Revised Code Section 709.02 with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or decrease the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase or deletion of other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioner.

Pursuant to this Petition, the Petitioners, Village and Township are parties thereto and have executed an Annexation Agreement, where all parties have agreed to the annexation of the Territory to the Village pursuant to the terms provided for therein. A certified copy of the Agreement is attached hereto and made a part hereof, as Exhibit “C”.

The Petitioners consist of all of the owners of the Territory.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

PETITIONERS:

Darcie L. Golec
Darcie L. Golec

Date: 9-22-23

Mindy S. Judge
Mindy S. Judge

Date: 9/22/23

AFFIDAVIT

STATE OF OHIO)
) SS:
TUSCARAWAS COUNTY)

Now comes DARCIE L. GOLEC and MINDY S. JUDGE and state that the following facts are true to the best of their knowledge and belief:

The annexation proceeding herein includes Parcel Number 63-01626-000 ("Territory").

The Adjacent Property owners to the Territory include:

- 1) Name: Sharon E. Rauzi
Mailing Address: P.O. Box 218, Tuscarawas, OH 44682
Parcel Number: 63-00020-000
- 2) Name: Sharon E. Rauzi
Mailing Address: P.O. Box 218, Tuscarawas, OH 44682
Parcel Number: 63-02434-000
- 3) Name: Gary H. Watkins and Nancy E. Watkins, Trustees of Watkins Family Trust
Mailing Address: P.O. Box 37, Tuscarawas, OH 44682
Parcel Number: 63-02434-001
- 4) Name: Gary H. Watkins and Nancy E. Watkins, Trustees of Watkins Family Trust
Mailing Address: P.O. Box 37, Tuscarawas, OH 44682
Parcel Number: 63-01031-000
- 5) Name: William L. Goshorn
Mailing Address: P.O. Box 298, Tuscarawas, Ohio 44682
Parcel Number: 63-00359-000
- 6) Name: William L. Goshorn
Mailing Address: P.O. Box 298, Tuscarawas, Ohio 44682

Parcel Number: 63-00358-000

- 7) Name: Rodney Deems
Mailing Address: P.O. Box 373, Tuscarawas, Ohio 44682
Parcel Number: 63-01053-001
- 8) Name: Rodney Deems
Mailing Address: P.O. Box 373, Tuscarawas, Ohio 44682
Parcel Number: 63-01628-001
- 9) Name: Rodney Deems
Mailing Address: P.O. Box 373, Tuscarawas, Ohio 44682
Parcel Number: 63-01626-001
- 10) Name: Todd A. Butler and Shari L. Salina
Mailing Address: P.O. Box 212, Tuscarawas, Ohio 44682
Parcel Number: 66-00408-000
- 11) Name: Barbara J. Lawarre
Mailing Address: 209 Maple St., P.O. Box 155, Tuscarawas, Ohio 44682
Parcel Number: 66-00407-000
- 12) Name: Donehue William E. – V.F.W. Post #7943 – An Ohio Corporation
Mailing Address: P.O. Box 321, Tuscarawas, Ohio 44682
Parcel Number: 66-00361-000
- 13) Name: Roah Daniel Michael
Mailing Address: P.O. Box 121, 432 N. Main Ave., Tuscarawas, Ohio 44682
Parcel Number: 66-00377-000
- 14) Name: Donehue William E. – V.F.W. Post #7943 – An Ohio Corporation
Mailing Address: P.O. Box 321, Tuscarawas, Ohio 44682
Parcel Number: 66-00500-000

Dated this 22 day of September, 2023.



Kelsey Kochman
Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

Darcie L. Golec
DARCIE L. GOLEC

Mindy S. Judge
MINDY S. JUDGE

Sworn to and subscribed before me this 22 day of September, 2023.

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Kelsey Kochman
Notary Public

CERTIFICATION

The undersigned hereby certifies that the attached Annexation Agreement dated September 18, 2023, between The Village of Tuscarawas, Ohio, Mindy S. Judge and Darcie L. Golec, is a complete and true copy of the original document.

Kelsey Kochman
Kelsey C. Kochman, Esq.

Dated: 10-05-23

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT ("Agreement") is made and entered into effective as of the 19th day of September, 2023 ("Effective Date") by and between **THE VILLAGE OF TUSCARAWAS, OHIO**, an Ohio municipal corporation ("Village"), **THE TOWNSHIP OF WARWICK, OHIO**, an Ohio township (the "Township"), and **MINDY S. JUDGE and DARCIÉ L. GOLEC** (collectively, the "Owners") in order to document the parties' agreement with respect to a proposed annexation of the Property (as described below) to the Village.

RECITALS:

WHEREAS, Owner owns approximately 1.4280 acres, more or less, of real property situated in Warwick Township, Tuscarawas County, Ohio, being parcel number 63-01626-000, which area is more fully described in the legal description and plat survey attached hereto as **Exhibit A** (hereinafter referred to as the "Property"); and

WHEREAS, the Property is currently vacant land and currently is located in the Township; and

WHEREAS, such Property is contiguous to the Village, and would benefit from municipal services provided by the Village, including water, sanitary sewer, storm water, natural gas, police, fire and EMS services; and

WHEREAS, the Village can provide such municipal services to the Property, if the Property is annexed to the Village subject to the terms and conditions set forth herein; and

WHEREAS, Owner wishes to request an expedited annexation of the Property to the Village with full conformance of the boundaries within the Village, and to develop the site generally in accordance with the development plan that shall, upon completion by Owner, to be attached hereto as **Exhibit B** for illustrative purposes only (hereinafter referred to as the "Development Plan"), and

WHEREAS, the Development Plan generally concepts a future subdivision (subject to the satisfaction of legal requirements and restrictions) upon annexation of the Property, the Property will be split into two parcels, known as the "Golec Parcel" and the "Judge Parcel" as labeled on the Development Plan;

WHEREAS, the Village and the Township fully and completely agree to the provisions stated in this Agreement as reflected by their respective resolutions attached hereto as **Exhibit C**;

NOW THEREFORE, in consideration of their mutual rights, obligations, benefits and undertakings the parties agree as follows:

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AGREEMENT:

1. **Owner's Agreement to Petition for Annexation.** The Owner shall submit a Petition for Annexation of the Property to the Village pursuant to Ohio Revised Code § 709.022 (the "Petition"), to be attached hereto as **Exhibit D**, and shall diligently pursue the annexation process in reliance upon the other mutual promises and terms set forth herein. In connection therewith, the Owner shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process.

2. **Village and Township to Cooperate with Owner.** The Village and Township shall cooperate with and assist the Owner in facilitating the annexation of the Property to the Village as promptly as possible and agrees to accept the Owner's petition for annexation of the Property.

3. **Easements.** Owner appreciates that easements may be needed for the construction, installation and maintenance of municipal utilities which will service the Property. The specific location and width of such easements have not been fully determined or engineered/surveyed at the time of execution of this Agreement, but shall, upon the Village's determination of the municipal utility easements necessary, be agreed upon by the Village and Owner, and the Owner will grant such easements for such purposes.

4. **Services Resolution.** The Village hereby agrees to enact all legislation setting forth the water, sanitary sewer, natural gas, storm water, sanitation services, police, fire and EMS services that will be provided to the Property, pursuant to Ohio law and as set forth below.

a. **Water Service:** The Village has public water service lines in proximity to the Property, and Village will determine and approve connection points, upon completion of the annexation of the Property, which shall include connection lines to both the Golec Parcel and Judge Parcel, the cost to connect public water service shall be split between the Village and the then respective owner of the Judge Parcel and the Golec Parcel. Owner will provide the easements necessary for construction, installation, and maintenance of the waterlines. It is expressly acknowledged and understood that costs and fees for water connections, tap and capacity/user fees shall be borne by the Village at applicable standard rates/schedules of the Village.

b. **Sanitary Sewer:** The Village has public sanitary sewer service lines in proximity to the Property, and Village will determine and approve connection points, upon completion of the annexation of the Property, which shall include connection lines to both the Golec Parcel and Judge Parcel, the cost to connect public sanitary sewer service shall be split between the Village and the then respective owner of the Judge Parcel and the Golec Parcel. The Owner will provide the easements necessary for construction, installation, and maintenance of the public sanitary sewer system. It is expressly acknowledged and understood that costs and fees for sanitary sewer connections, tap and capacity/user fees shall be borne by the Village at applicable standard rates/schedules of

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the Village.

c. **Police Service:** The Village shall provide Police services to the Property upon annexation.

d. **Fire/EMS Service:** The Village shall provide Fire/EMS services to the Property upon annexation.

5. **Zoning Classification/Site Plan Approval.** As an integral part of the annexation process for the Property, the Village shall adopt an ordinance and take all other actions required by applicable laws, rules and regulations to classify the Property to permit Owner's intended use of the Property. Village agrees to accept the Owner's proposed development, to subdivide the Property into two separate parcels, with a single-family home to be constructed on each, the Property shall be zoned as R-1 or R-2 as provided in the Record of Ordinances of the Village of Tuscarawas. Any additional approvals, special use permits, conditional permits or variances shall be addressed to the appropriate Village department in the future and handled like all other zoning applications.
6. **Road Access/Lot Split Approval.** Owner shall be responsible for the costs of installing the gravel access drive to both the Golec Parcel and Judge Parcel, such access drive shall begin from the end of the Village's dedicated tract for street purposes, as displayed on the Development Plan and continue to access both the Golec Parcel and Judge Parcel. The Village shall not be responsible for the costs of installing the access drive or any maintenance costs. Upon annexation of the Property, Owner will be undergoing a lot split process to split the Property into the Judge Parcel and Golec Parcel. The Village agrees to approve the lot split pursuant to the survey that shall reflect the Golec Parcel having road frontage and the Judge Parcel having road frontage pursuant to an easement given by the Golec Parcel, as reflected in the Development Plan.
7. **Appointment of Agent for Annexation Purposes.** Owner hereby appoints Kelsey C. Kochman as agent for the Petitioner under the Petition. Owner hereby grants said agent full power and authority to execute and file the Petition on behalf of Owner and to amend, alter, change, correct, withdraw, or refile the Petition for the Property and to take any other action necessary pertaining to the Petition. The Owner shall have the right to require the Petition be withdrawn if any of the terms of this Agreement are not or cannot be completed in their entirety, upon which withdrawal this Agreement shall be deemed immediately terminated and shall be null and void.
8. **Real Estate Taxes and Township Boundaries.** Pursuant to Ohio Revised Code § 709.19, the Township and Village agree that the township will not be compensated for any lost tax revenue upon annexation of the Property. Upon annexation of the Property, the boundaries of the Township shall be revised to exclude the Property from the territory

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of the Township and any service provided by the Township to the Property shall cease.

9. **Miscellaneous.**
 - a. This Agreement shall be construed to include all of the Exhibits referenced in and attached to this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, proposals and agreements between the parties (whether written or oral) and it may not be amended or modified except by a written amendment executed by all of the parties.
 - b. If a dispute arises, the Courts of Tuscarawas County, Ohio, shall have jurisdiction to resolve any dispute unless both parties expressly agree otherwise in writing. The parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Tuscarawas County Common Pleas Court. Each party retains all legal rights available to them under this Agreement and law.
 - c. No modifications, discussions or alterations from the terms included herein shall be considered effective unless as made in writing and signed by all parties.
 - d. Owner shall have the right to sell, transfer, assign or otherwise convey, to a contemplated transferee, all or any part of the Property, and all of such Owner's rights, duties, and or responsibilities under this Agreement. This Agreement shall be binding upon the parties hereto and their respective transferee, successors and/or assigns.
 - e. It is expressly understood that time is of the essence in doing and performing all things to be done under the terms of this Agreement.
 - f. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Sections of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to Ohio Revised Code 701.01 in all respects. No provision of this Agreement shall be construed by any court or other judicial or administrative authority against any party by reason of such party being deemed to have drafted or structured such provision.
 - g. Each party agrees to cooperate fully with the other and to execute any additional instruments, documents, or agreements reasonably requested by the other party in order to carry out and fulfill all of the intents and purposes of this Agreement.
10. **Representations and Warranties.** The Village represents and warrants that it has the legislative authority by ordinance or resolution to enter into this Agreement. The Township represents and warrants that it has the authority to enter into this Agreement pursuant to a resolution.

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IN WITNESS WHEREOF, the Village has executed this Agreement with the intention that it shall be effective of the date written above.

VILLAGE:

VILLAGE OF TUSCARAWAS, OHIO

By: Dana S. Moore
Mayor Dana Moore

STATE OF OHIO)
TUSCARAWAS COUNTY) ss:

The foregoing Agreement was acknowledged before me this 14 day of August, 2023 by Dana Moore, Mayor of the Village of Tuscarawas, Ohio, an Ohio municipal corporation. This is an acknowledgment clause; no oath or affirmation was administered to signer in connection with this notarial act.



MECCA SUE GOLEC
Notary Public, State of Ohio
My Commission Expires
April 03, 2028

Mecca Sue Golec
Notary Public

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IN WITNESS WHEREOF, the Township has executed this Agreement with the intention that it shall be effective of the date written above.

TOWNSHIP:

WARWICK TOWNSHIP, OHIO

By: Bryan A. Lehigh
Warwick Township, Trustee

By: Philip R. Kinsley
Warwick Township, Trustee

By: Philip D. Salvo
Warwick Township, Trustee

STATE OF OHIO)
TUSCARAWAS COUNTY) ss:

The foregoing Agreement was acknowledged before me this 18th day of September, 2023 by Bryan Lehigh, Philip R. Kinsley, and Philip R. Salvo the Trustees of Warwick Township, Ohio an Ohio township. This is an acknowledgment clause; no oath or affirmation was administered to signers in connection with this notarial act.



Kelsey Kochman
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O.R.C.

Kelsey Kochman
Notary Public

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IN WITNESS WHEREOF, the Owner has executed this Agreement with the intention that it shall be effective of the date written above.

OWNER:

Darcie L. Golec
Darcie L. Golec

Mindy S. Judge
Mindy S. Judge

STATE OF OHIO)
TUSCARAWAS COUNTY) ss:

The foregoing Agreement was acknowledged before me this 22nd day of September, 2023 by Darcie L. Golec and Mindy S. Judge. This is an acknowledgment clause; no oath or affirmation was administered to signer in connection with this notarial act.



Kelsey Kochman
Attorney At law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O.R.C.

Kelsey Kochman
Notary Public

EXHIBIT A

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio.

Being located in the Second Quarter of Township 7, Range 1 of the United States Military Lands, and being all of the residue of a 1.30 acre tract (Volume 486 Page 121), all of the residue of a 2.27 acre tract (Volume 324 Page 364) and all of the residue of a 0.391 acre tract (Volume 525 Page 591) as conveyed to Pius A. and Isabel Zanon by deeds recorded as stated in the Tuscarawas County Deed Records, the parts hereby conveyed being more fully described as follows;

Beginning at a concrete monument (found), at the northwest corner of said 1.30 acre tract, the northeast corner of a 0.276 acre tract (Volume 579 Page 75), the southerly line of a 0.075 acre tract (Volume 665 Page 289), the Village of Tuscarawas Corporation Line, and at the **TRUE PLACE OF BEGINNING** of the tract herein to be described;

Thence from said beginning and with the north line of said 1.30 acre tract, and the southerly bounds of said 0.075 acre tract (Volume 665 Page 289), 0.075 acre tract, 0.302 acre tract (Volume 687 Page 174), and a 0.453 acre tract (Volume 584 Page 181), South 88 deg. 00 min. 00 sec, East, 266.98 feet to an iron pin in concrete (found) at the northwest corner of a 1.527 acre tract (Volume 605 Page 878);

Thence with the westerly line of said 1.527 acre tract, South 2 deg. 19 min. 01 sec. West, 231.14 feet to an iron pin in concrete (found) at the southwest corner of said 1.527 acre tract, the northerly line of a 1.228 acre tract (Volume 320 Page 424) the southerly line of said 0.391 acre tract and at the Village of Tuscarawas Corporation Line;

Thence with the northerly bounds of said 1.228 acre tract, 0.643 acre tract (Volume 580, Page 351), the southerly line of said 0.391 acre tract, and the Village of Tuscarawas Corporation Line, North 87 deg. 40 min. 25 sec. West, 273.15 feet to an iron pipe (found) at the southwesterly corner of said 0.391 acre tract, and at the easterly line of a 1.017 acre tract (Volume 527 Page 495).

Thence with the westerly bounds of said 0.391 acre tract, 2.27 acre tract, 1.30 acre tract, the easterly bounds of said 1.017 acre tract, 0.276 acre tract (Volume 580 page 864) said 0.276 acre tract (Volume 579 Page 75) and with the Village of Tuscarawas Corporation Line, North 3 deg. 51 min. 21 sec. East, 229.70 feet to **THE TRUE PLACE OF BEGINNING** containing 1.428 acres more or less, but subject to all legal highways and easements.

Bearings are oriented to the south line of said 0.460 acre tract (Volume 653 Page 446). Iron bars indicated (set) are 5/8" iron rebars with a yellow plastic cap stamped "Elmer 7760".

Survey and description by Randall A. Elmer, Professional Surveyor #7760 in September, 1996.

This property is subject to all legal highways, right-of-ways, easements, leases and restrictions of record or otherwise legally established which may not be necessarily shown hereon

PLAT BOOK _____ PAGE _____

Location Map - NTS

PLAT OF ANNEXATION TO THE VILLAGE OF TUSCARAWAS, OHIO

EXHIBIT B
"Development Plan"
For Illustrative Purposes Only

Driveway

"Golec Parcel"

"Judge Parcel"

Easement Area Granted for Road Frontage

Sharon E. Reed
0.480 Acre Tract
(D.R. 1478, P. 121)

Gary H. Walker
Henry E. Walker
Trustees of the Walker Family
Parsippany Lakes Tract
0.362 & 0.151 Acre Tracts
(D.V. 681, P. 174)

William L. Gortner
0.403 Acre Tract
(D.R. 1516, P. 104)

William E. Donohue Plat #7843
Volunteers of Foreign Wars
0.230 Acre Tract
(D.V. 678, P. 73)

William E. Donohue Plat #7843
Volunteers of Foreign Wars
0.276 Acre Tract
(D.V. 680, P. 66)

William E. Donohue Plat #7843
Volunteers of Foreign Wars
1.077 Acre Tract
(D.V. 507, P. 69)

Bethany J. Lowery
0.643 Acre Tract
O.R. 1024, Pg. 33

Todd A. Butler
Shari L. Butler
1.911 Acre Tract
(D.R. 1400, P. 86)

1.428 Acres to be Annexed

New A.P.# _____

Property Address = 5th Drive River N.E. Tuscarawas, Ohio 44692

Proposed Corporation Line 206.59'

Corporation Line 273.15'

Boundary Dimensions: S 80°15'00" E, N 85°52'21" W, S 73°14'00" W, N 85°52'21" W

The proceedings approving and authorizing the annexation of this plat and described land was passed by the Council of the Village of Tuscarawas, Ohio on Ordinance _____ on this _____ day of _____, 20____.

Clerk of Council _____ Mayor _____

The proceedings approving and authorizing the annexation of this plat and described land was passed by the Trustees of the Township of Warwick on this _____ day of _____, 20____ and entered as Resolution _____.

Clerk of Township Trustees _____

The proceedings approving and authorizing the annexation of this plat and described land was passed by the Tuscarawas County Commissioners on this _____ day of _____, 20____ and entered in Commissioners Journal _____, Page _____.

Clerk of County Commissioners _____

Approved this _____ day of _____, 20____.

Tuscarawas County May Office _____

Approved for transfer this _____ day of _____, 20____.

Tuscarawas County Auditor _____

Received for record this _____ day of _____ at _____.

Recorded this _____ day of _____ at _____.

Plat Book _____ Page _____ of the Tuscarawas County Plat Records.

Tuscarawas County Recorder _____

Fee: _____

Known by all men by these presents, the land owner as shown on this plat does hereby acknowledge the making of this annexation plat to be at their request and approval.

Owner _____ Witness _____

Owner _____ Witness _____

Owner _____ Witness _____

Owner _____ Witness _____

STATE OF OHIO
 COUNTY OF TUSCARAWAS

Before me a Notary Public in and for said county and state, personally appeared the above signed owner(s) of the land shown on this plat, who acknowledged that he / she did sign the foregoing instrument and that the same is their free act and will according to law. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ Ohio, this _____ day of _____, 2023.

Notary Public _____ Commission Expires _____

I, the undersigned, do hereby state that this plat was prepared from a field survey performed by myself pursuant to Chapter 4733-37 of the Ohio Administrative Code.

Randall A. Easler March 26, 2023
 Professional Surveyor #7760

LEGEND

- ⊗ Shows 1" iron pipe (found)
- ⊙ Shows 1.5" iron pipe in concrete (found) capped "D.M. 103"
- Shows 1.5" iron pipe (found) unless otherwise noted

Readings are entered in rounded north and true plus individual feet are 1/4" = 1" iron pipe with an orange plastic cap stamped "MCELR 713"

Dimensions used were plain of field notes, deed volumes and pages as shown herein.

Scale: 1" = 50'

Prepared By: WARD & CHALKER SURVEYING, INC.
 811 Third Street S.E.
 New Philadelphia, Ohio 44663
 Phone: (330) 344-9944
 Fax: (330) 344-3387
 E-mail: wesc@wardchalker.com

Annexation Plat
Mindy Judge & Darcie Golec
 Location: Located in the Second Quarter, T-3, R-1, E.S.M.L.
 Warwick Township, Tuscarawas County, Ohio

Date Prepared: March, 2023
 File ID: MindyJudgeDarcieGolec-ANNEX.dwg

RESOLUTION NO. 2023-20

A RESOLUTION BY THE COUNCIL OF THE VILLAGE OF TUSCARAWAS, OHIO AUTHORIZING THE ANNEXATION OF REAL PROPERTY LOCATED IN WARWICK TOWNSHIP, PARCEL NUMBER 63-01626-000 PURSUANT TO AN ANNEXATION AGREEMENT.

WHEREAS, the following real estate parcel is owned by Darcie L. Golec and Mindy S. Judge, Parcel Number 63-01626-000, located in Warwick Township, Ohio.

WHEREAS, the owners desire to annex the said real estate parcel into the Village of Tuscarawas, pursuant to an Annexation Agreement between the Owners, Warwick Township and the Village of Tuscarawas.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF TUSCARAWAS, OHIO:

SECTION 1. The Village of Tuscarawas, Ohio does hereby authorize and consent to the annexation of the real property, owned by Darcie L. Golec and Mindy S. Judge, carrying Tuscarawas County Parcel Number 63-01626-000.

SECTION 2. The Village of Tuscarawas, Ohio does hereby authorize and consent to the provisions contained in the Annexation Agreement between the Owners, Warwick Township and the Village of Tuscarawas.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

PASSED: August 10, 2023

By: Byron A. Gehrig
Name: Byron A. Gehrig
Title: Village Mayor

ATTEST: Debra Robinson

APPROVED: Byron A. Gehrig

4881-4790-4595, v. 1

11

RESOLUTION NO.

A RESOLUTION BY THE TRUSTEES OF WARWICK TOWNSHIP, OHIO AUTHORIZING THE ANNEXATION OF REAL PROPERTY LOCATED IN WARWICK TOWNSHIP, PARCEL NUMBER 63-01626-000 PURSUANT TO AN ANNEXATION AGREEMENT.

WHEREAS, the following real estate parcel is owned by Darcie L. Golec and Mindy S. Judge, Parcel Number 63-01626-000, located in Warwick Township, Ohio.

WHEREAS, the owners desire to annex the said real estate parcel into the Village of Tuscarawas, pursuant to an Annexation Agreement between the Owners, Warwick Township and the Village of Tuscarawas.

NOW, THEREFORE BE IT RESOLVED BY THE TRUSTEES OF WARWICK TOWNSHIP, OHIO:

SECTION 1. The Township of Warwick, Ohio does hereby authorize and consent to the annexation of the real property, owned by Darcie L. Golec and Mindy S. Judge, carrying Tuscarawas County Parcel Number 63-01626-000.

SECTION 2. The Township of Warwick, Ohio does hereby authorize and consent to the provisions contained in the Annexation Agreement between the Owners, Warwick Township and the Village of Tuscarawas.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

PASSED: September 5, 2023

By: WARWICK TOWNSHIP TRUSTEES
Name: Byron A. Gehrig
Title: Chairman

ATTEST: _____

APPROVED:

1

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (888-2023)

PAY BILLS

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve payment for the following bills:

Meeting Date - October 16, 2023

American Rescue Plan Act

Flickinger Piping Co Inc	HVAC/MultiPurpose/App#1	\$19,961.24	
			\$19,961.24

Auditor

ComDoc Inc	Service	\$211.51	
			\$211.51

Commissioners

CCAO	Registration	\$2,475.00	
Don Ackerman	Apiary Services	\$537.40	
Don Ackerman	Apiary Services	\$321.40	
Frontier	Service	\$69.70	
Go Shred	Services	\$357.00	
Iron Mountain	Storage Fees	\$116.94	
Iron Mountain	Storage Fees	\$1,997.50	
Iron Mountain	Storage Fees	\$7,292.79	
Iron Mountain	Storage Fees	\$1,100.00	
Lowes Business Acct/SYNCB	Supplies	\$400.55	
Staples	Maint Supplies	\$149.40	
Tuscora Electric Supply	Supplies	\$297.03	
Zashin & Rich Co LPA	Services	\$167.90	
Zashin & Rich Co LPA	Services	\$2,152.40	
Zashin & Rich Co LPA	Services	\$368.10	
			\$17,803.11

Common Pleas

Blooms	Supplies	\$589.00	
	Registration		
Elizabeth Stephenson	Reimbursement	\$60.00	
MNJ Technologies Direct Inc	Equipment	\$3,480.00	
Verizon	Service	\$60.18	
			\$4,189.18

Community & Economic Development

Mount Corrick Construction	CHIP Home/Act #1	\$1,475.00	
Mount Corrick Construction	CHIP Home/Act #1	\$13,440.00	
OH Regional Dev Corp 'ORDC'	CHIP Home/Act #1	\$9,702.00	
OH Regional Dev Corp 'ORDC'	CHIP Home/Act #1	\$236.00	
OH Regional Dev Corp 'ORDC'	CHIP Home/Act #1	\$400.00	
			\$25,253.00

Community Corrections

Tyler Technologies Inc	Subscription Fee	\$2,756.00	
			\$2,756.00

Dog & Kennel

Hajoca Corp	Supplies	\$51.68	
SmartBill	Dog License Mailing	\$4,400.00	
			\$4,451.68

EMA

Tusc Co Sheriff	Fuel	\$43.44	
Verizon Wireless	Service	\$111.12	
Verizon Wireless	Service	\$91.83	
			\$246.39

Engineer

Steve Brooks	Travel Reimbursement	\$21.60	
			\$21.60

Human Resources

Kris Lowdermilk	Travel Reimbursement	\$68.40	
			\$68.40

Juvenile/Probate

Embassy Suites by Hilton Columbus	Travel Expense	\$122.00	
Embassy Suites by Hilton Columbus	Travel Expense	\$122.00	
Embassy Suites by Hilton Columbus	Travel Expense	\$122.00	
Staples	Supplies	\$38.81	
Staples	Supplies	\$51.13	
			\$455.94

Law Library

Daniel Loibl	Supplies	\$8.70	
Staples	Supplies	\$57.82	
Staples	Supplies	\$70.78	
Thomson Reuters - West Pymnt Ctr	Subscription Fee	\$532.54	
Thomson Reuters - West Pymnt Ctr	Westlaw Access Fee	\$1,797.67	
			\$2,467.51

Park

CLP Services	Rental	\$110.00	
Helbling Supply Inc	Supplies	\$40.42	
Kimble Recycling & Disposal Inc	Services	\$55.76	
Lowes Business Acct/SYNCB	Supplies	\$24.83	
Menards - NP	Supplies	\$30.40	
Stony Point Supply	Supplies	\$9.12	
Tusc Co Sheriff's Office	Fuel	\$269.19	
US Bank Equipment Fiance	Copier Contract	\$158.64	
			\$698.36

Sheriff

Chapman Ford	Cruiser	\$42,400.00	
G & L Supply	Supplies	\$875.36	
Jones Family Dentistry	Services	\$75.00	
Kiesler Police Supply	Supplies	\$978.92	
Kimble Company	Services	\$66.26	
Mastercard	CIT Supplies	\$49.57	
Mastercard	Travel Expense	\$242.00	
Mastercard	Supplies	\$141.85	
Mastercard	Training	\$549.00	
Mastercard	Training	\$250.00	
New Phila Water Dept	Water	\$2,578.50	
RJ Wright & Sons Ltd	Gasoline	\$15,721.47	
Ryan Hamilton	Travel Reimbursement	\$224.00	
Union Hospital	Services	\$38.00	
Union Hospital	Services	\$197.30	
Zashin & Rich Co LPA	Services	\$64.50	
			\$64,451.73

Treasurer

F & E Payment Pros	Equipment	\$3,230.00	
Marriott Columbus Northwest	Travel Expense	\$298.00	
Marriott Columbus Northwest	Travel Expense	\$298.00	
Tusc Co Recorder	Filing Fee	\$910.00	
Tusc Co Recorder	Filing Fee	\$314.00	
Tusc Co Treasurer	PAY IN Error/Correction	\$275.00	
			\$5,325.00

Water & Sewer

AEP	Electric Utility	\$11,343.49	
AEP	Electric Utility	\$2,492.71	
American Message Center	Services	\$412.50	
American Message Center	Services	\$412.50	
Cintas LOC 316	Rental	\$1,180.16	
Enterprise Fleet Mgmt	Mthly Lease	\$1,358.83	
Enterprise Fleet Mgmt	Mthly Lease	\$1,283.75	
Enterprise Fleet Mgmt	Mthly Lease	\$928.41	
Fitzpatrick Zimmerman Rose	Services	\$63.75	
Frontier	Service	\$60.81	
Great Lakes Comm Action Partnership	Assessment	\$8,528.00	
Holmes-Wayne Electric Coop Inc	Electric Utility	\$739.00	
J Wayne Backhoe LLC	Services	\$4,431.00	
JA's Auto Service	Service	\$124.70	
Kimble Recycling & Disposal Inc	Services	\$67.25	
Oster Sand & Gravel	Material	\$268.91	
Ream & Haager Lab	Services	\$1,421.00	
Ream & Haager Lab	Services	\$3,087.00	
The Thrasher Group Inc	Constr Phase Engineering	\$13,387.50	
Tusc Co Treasurer	Assessment	\$8,528.00	
Tusc Co Treasurer	Constr Phase Engineering	\$13,387.50	
			\$73,506.77
		GRAND	
		TOTAL	\$221,867.42


VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (889-2023) ADJOURN

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 2:13 p.m. to meet in Regular session Wednesday, the 18th day of October, 2023.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.


 Chris Abbuhl


 Kristin Zemis


 Greg Ress


 Attest: Rhonda Jordan, Clerk