October 3, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Executive Session – Personnel Discussion

Approve Minutes

Approve Supplemental Appropriation (2)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Agreements – Towpath Trail Extension Project (Kimble Trail)

Approve Allocation – Local Fiscal Recovery Fund – Internal (Round 3)

Approve Advertisement for Bids – Project #6-2022 – TUS-CR 82-3.40

Enter Annexation onto Journal – Grandview Union Cemetery

Approve American Rescue Plan Act Grant Agreement – Public Library

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 3rd DAY OF OCTOBER, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (820-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the September 28, 2022 meeting as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (821-2022) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-2050-X032-X20	E-2050-X032-X02	$70,000.00	Needed to cover State Route 250 Detail. Will be reimbursed
Sheriff's Office	E-2050-X032-X20	E-2050-X032-X17	$12,000.00	Needed to cover State Route 250 Detail. Will be reimbursed
Sheriff's Office	X-2050-X032-X20	E-2050-X032-X18	$1,000.00	Needed to cover State Route 250 Detail. Will be reimbursed
Water & Sewer Department	E-1300-P300-P16	E-1300-P00-P08	$223,900.00	Palmer & Sons Excavating Construction MC S High St Sewer replacement

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (822-2022) TRANSFER OF FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas Court	E-0120-A002-B03	E-0120-A002-B04	$609.78	Magistrate's office chairs

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (823-2022) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

From: Tusc. Co. Treasurer to CSEA, Wage Analysis Adjustment $21,900.00

From Co. General to Child Services $200,000.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Jesse Rothacher, Park Manager, requested for the Commissioners to enter into two separate agreements. The first one being UCC Properties, LLC agreement that was negotiated between Tuscarawas County and Union County Club. (UCC) The second one is a License Agreement with the Kimble Company to utilize their property from SR 416 South towards Dover for the purpose of trail development extending the Ohio & Erie Canalway Towpath Trail closer to the City of Dover.*

Nathan Vaughan from Kimble Company, expressed Kimble Company's support for this project. Kimble Company and the Kimble Family continue to be great partners with the County and are happy to now partner with the City of Dover as well. The documents are similar to the previous documents used to enter into an agreement with the County for the Eastern stretch of the Towpath near the Dam. Kimble Company is very happy to work with the County and we would like to thank everyone for all of the effort being put into this by the County to benefit the residents in Tuscarawas County and bring folks in from outside the County. Mr. Vaughan came across some bikers in New York and they stated they were coming to Tuscarawas County to do some biking on our trails.

Commissioner Abbuhl thanked everyone at Kimble Company for their patience and the time involved in putting all of this together. It has taken a lot of time to get to the point we are at now and these are partnerships, none of this could have been accomplished without working with one another.

Shane Gunnoe, Interim Mayor of Dover, stated he is so grateful to the Commissioners for seeing this through and also grateful to Nathan and Mr. Kimble for their willingness to partner with us because we could not do this without their support.

Dan Rice, Ohio & Erie Canalway Coalition, stated on behalf of the City of Dover, we are extremely grateful for both the work the Commissioners have put in, the Park Department and the generosity of the Kimble Company. We certainly appreciate it. I think years from now, we are going to look back and this is going to be a significant day because we have the designated path to get to the City of Dover. Thank you to everyone involved.

Commissioner Metzger expressed his appreciation for all of the work that has been done. This is going to be done with a great partnership and we appreciate the Kimble Company. Without Dan Rice's vision, we would never have gotten to where we are now. The dots are being connected, it just takes time and patience.

Jesse added this is truly a "partnership" between public, private, individuals, companies and corporations, this is something that we take very seriously and one of respect. We will put our best foot forward and everything will be done with everyone's best interest in mind.

Commissioner Landis stated he is on the trails often and they are such a great asset. The Kimble Family and Kimble Company have been a big part of this. Mr. Landis thanked Jesse and Dan Rice for all of their efforts. Commissioner Landis also thanked Shane Gunnoe for working so close with Mr. Rice and his commitment to move forward with the project. Nathan Vaughan has put in many hours on this project and it is a collaborative effort and the pay-off is going to be big. An additional thank you to the Stokey family and UCC for working with us.

Commissioner Abbuhl added the trails are a great legacy to leave for the next generation. It is nice to see all ages enjoying the trails from youngsters to individuals in wheel chairs that are able to get outside and enjoy them because they are paved in certain areas of the trail system and easily accessible.

RESOLUTION (824-2022) AGREEMENTS - TOWPATH TRAIL EXTENSION (KIMBLE TRAIL) PROJECT

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve the following:

WHEREAS, the Tuscarawas County Commissioners have an existing license agreement with the Kimble Company to extend the development of the Ohio & Erie Canal Towpath Trail south to SR-416 on Kimble Company property; and

WHEREAS, the Tuscarawas County Commissioners wish to continue the development of the Ohio & Erie Canal Towpath Trail farther south to align with the City of Dover; and

WHEREAS, the City of Dover wishes to see the County's portion of the Ohio & Erie Canal Towpath Trail align to their section within Canal Dover Park; and

WHEREAS, a portion of the second license area to be granted by the Kimble Company traverses a portion of the Union Country Club;

THEREFORE, be it resolved that the Tuscarawas County Commissioners will enter into the following attached agreements: (a) Kimble Trail License Agreement 2 and (b) Union Country Club Joint Cooperation Agreement.

These agreements have been approved as to form by Assistant Prosecutor Bob Stephenson and are recommended by Jesse Rothacher, Park Manager.

Kimble Trail License Agreement 2

Make reference in Book # _____ Page # _____

LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the **KIMBLE COMPANY**, an Ohio Corporation ("Kimble") which claims title by or through the instrument recorded in Volume 1459, Page 1611, and referenced as parcel numbers 2600019000 and 1505924000 on the Tuscarawas County Official Records, and the licensor herein, for and in consideration of One Dollar, the mutual promises herein, and other valuable consideration received to its full satisfaction from the **COUNTY OF TUSCARAWAS, STATE OF OHIO** ("County"), and the **CITY OF DOVER, STATE OF OHIO** ("City") (each, a "Licensee" and collectively, Licensees), does hereby GRANT to Licensees and each of their respective successors and assigns, a license over and across the premises described in EXHIBIT A, attached hereto and made a part hereof (the "License Area") solely for the purposes set forth in Article I, Section (1) below, but at all times subject to the terms, conditions, rights and privileges hereinafter set forth ("License"). This instrument shall be referred to as the "License Agreement" throughout.

ARTICLE I. LICENSE

1. **License.** The License shall be limited to the following rights:

A. The right to construct, reconstruct, and improve the License Area with a pathway so as to permit its use for pedestrian, bicycle and equestrian traffic and public park purposes (except no motorized vehicles shall be permitted unless for emergency use, patrol and maintenance, and no overnight camping shall be permitted) including the right to grade and pave the License Area ("Trail");

B. The right to maintain and repair the Trail;

C. The right to install signs within the License Area solely for the purpose of promoting the Trail and for no other purpose;

UCC Joint Cooperation Agreement

JOINT COOPERATION AGREEMENT

This **JOINT COOPERATION AGREEMENT** ("Agreement") is entered into between the undersigned **COUNTY OF TUSCARAWAS, STATE OF OHIO** ("County"), and **UCC PROPERTIES, LLC**, an Ohio limited liability company ("UCC Properties") (collectively, the "Parties") this ____ day of __ _____, 2022.

WHEREAS, the County has entered into that certain Agreement ("License") among the Kimble Company, an Ohio Corporation ("Kimble"), the City of Dover, State of Ohio ("City"), and the Ohio and Erie Canal Corridor Coalition, Inc., an Ohio nonprofit corporation ("OECC"), pursuant to which Kimble granted a license over and across certain premises owned by Kimble as depicted on the surveys included as Exhibit A hereto ("Premises") for the purpose of constructing and maintaining a portion of the Ohio and Erie Canal Towpath Trail ("Trail") in order to connect the Trail to the City, subject to the terms, conditions, rights and privileges set forth in the License;

WHEREAS, a portion of the Premises traverse a portion of The Union Country Club, 1000 N. Bellevue Avenue, Dover, Ohio (the "Club") which is located within the County but not within the City ("Club Portion"); and

WHEREAS, the County and the City plan to use an alternative route to develop the Trail that does not utilize Club Portion of the Premises ("Alternate Trail Route") as the same is further set forth on that certain survey and/or depiction attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the County and UCC Properties desire to enter into this Agreement in order to set forth their mutual understandings regarding certain additional restrictions and conditions relating to the use of the Club Portion for purposes of development of the Trail.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Limitation of Trail Development.** Notwithstanding the rights granted to the County under the License, the County agrees that for the entirety of the period that UCC Properties owns and operates the Club as a country club and/or golf course and such uses are incidental to a country club and/or golf course, the County agrees that it will not utilize the Club Portion to develop the Trail ("Limitation").

Make reference in Book # _____ Page # _____

LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the **KIMBLE COMPANY**, an Ohio Corporation ("Kimble") which claims title by or through the instrument recorded in Volume 1459, Page 1611, and referenced as parcel numbers 2600019000 and 1505924000 on the Tuscarawas County Official Records, and the licensor herein, for and in consideration of One Dollar, the mutual promises herein, and other valuable consideration received to its full satisfaction from the **COUNTY OF TUSCARAWAS, STATE OF OHIO** ("County"), and the **CITY OF DOVER, STATE OF OHIO** ("City") (each, a "Licensee" and collectively, Licensees), does hereby GRANT to Licensees and each of their respective successors and assigns, a license over and across the premises described in EXHIBIT A, attached hereto and made a part hereof (the "License Area") solely for the purposes set forth in Article I, Section (1) below, but at all times subject to the terms, conditions, rights and privileges hereinafter set forth ("License"). This instrument shall be referred to as the "License Agreement" throughout.

ARTICLE I. LICENSE

1. **License.** The License shall be limited to the following rights:

A. The right to construct, reconstruct, and improve the License Area with a pathway so as to permit its use for pedestrian, bicycle and equestrian traffic and public park purposes (except no motorized vehicles shall be permitted unless for emergency use, patrol and maintenance, and no overnight camping shall be permitted) including the right to grade and pave the License Area ("Trail");

B. The right to maintain and repair the Trail;

C. The right to install signs within the License Area solely for the purpose of promoting the Trail and for no other purpose;

D. The right to install public accommodations approved by Kimble within the Trail;

E. The right to install fences, approved by Kimble, in Kimble's reasonable discretion, along the License Area;

F. The right to grant and allow members of the public the right to use the Trail for the purposes provided in this Article I, Section (1); and

G. The right to establish and enforce rules and regulations for the use of the Trail, which do not conflict with this License Agreement.

With regard to the foregoing rights of Licensees, the parties understand and acknowledge that (i) the rights and corresponding responsibilities of the County shall apply only to such portion of the License Area not located within the city limits of the City, and (ii) the rights and corresponding responsibilities of the City shall apply only to such portion of the License Area located within the city limits of the City, as designated on Exhibit A.

2. **No Warranties. Notwithstanding anything to the contrary in this License Agreement, Kimble does not make any express or implied warranties of any kind, and there are no implied warranties of fitness for a particular purpose or merchantability regarding the License or License Area. The License and License Area are provided to Licensees "AS IS" and "WHERE IS" without any warranties of any kind.**

Further, Kimble makes no representations or warranties regarding any property adjacent to the License Area. Kimble shall have no obligations of maintenance or repair with respect to the License Area and Kimble's property immediately adjacent to the License Area, including without limitation, to avoid water diversions or trees falling into the License Area and shall owe no duty of care to Licensee or anyone on the License Area except to avoid intentional misconduct or gross negligence.

3. **Limitations on Use.** Notwithstanding anything to the contrary in this License Agreement and in addition to the use limitations set forth in this License Agreement, Licensees agree that: (a) the License shall at all times be subject to Kimble's ability to operate safely the following, whether now existing or future: railroads, roadways, pipelines, oil or gas developments,

or mining operations (each a "Licensor Activity") as determined in Kimble's sole discretion, provided that, to the extent reasonably possible and economically feasible (both as determined in Kimble's sole discretion), any Licensor Activity shall be conducted, performed, or constructed, as the case may be, in a manner intended to avoid material interference with the rights granted to Licensees in this License Agreement; (b) Licensees shall never be allowed to use the License Area for any use other than to make the License Area available to a "recreational user" as defined in O.R.C. §1533.18 (as amended from time to time) or any use which would otherwise invalidate the limited liability afforded to Kimble under O.R.C. §1533.181 (as amended from time to time); (c) Licensees covenant and agree that the construction and operation of the Trail within the License Area shall not unreasonably interfere with any existing or contemplated commercial or industrial uses of Kimble's property adjacent to the License Area; (d) no for profit activities or political activities shall be conducted in the License Area; and (e) Licensees covenant and agree to at all times construct, operate and maintain the Trail within the License Area in a manner which will not unreasonably interfere with any grant, loan, or operating agreements to which Kimble is a party.

4. Condition Precedent. As a condition precedent to Kimble entering into this License Agreement and for consideration of One Dollar and other valuable consideration received to its full satisfaction, the Ohio & Erie Canal Corridor Coalition, Inc., d.b.a. Ohio & Erie Canalway Coalition ("OECC") agrees to be bound by Article IV, Sections (1), (2), (3) and (11) of this License Agreement.

ARTICLE II. TERM

1. Term. Unless sooner terminated as provided in this License Agreement, the initial term of this License Agreement shall end on December 31, 2030, and shall automatically renew for successive terms of one (1) year commencing on the first day of January following the expiration of the initial term and each successive term unless either party provides 60 days advance written notice prior to the expiration of the then current term of its desire not to renew or the term is sooner terminated as provided in this License Agreement. Notwithstanding anything in this License Agreement to the contrary, this License Agreement shall terminate immediately, without notice, upon the occurrence of any of the following: (a) a Licensee or OECC is in breach of any of the provisions of this License Agreement and such breach is not remedied within 30 days of Licensees'

receipt of notice, or if the breach is not reasonably curable within such thirty-day period, no Licensee has commenced to cure or is not expeditiously proceeding to cure the breach; (b) the making by a Licensee or OECC of any general assignment for the benefit of creditors; (c) should there be filed by or against a Licensee or OECC a petition to have such Licensee or OECC, as applicable, adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy; (d) should an appointed trustee or receiver take possession of substantially all of a Licensee's or OECC's assets, or of a Licensee's or OECC's interest in this License Agreement; (e) should substantially all of a Licensee's or OECC's assets, or Licensee's or OECC's interest in this License Agreement, have been attached or judicially seized; or (f) a Licensee ceases operations in the License Area for a period in excess of eighteen (18) months or more. If the License Agreement is terminated or expires, Licensees, their respective successors or assigns, will execute any instrument as now provided or hereafter may be provided by law to clear title to the License Area. Upon termination or expiration of this License Agreement, the License shall terminate and the Licensees shall have no rights or interest in the License Area or in this License Agreement. Termination or expiration of this License Agreement shall not relieve any party of their respective obligations under this License Agreement or at law accruing prior to the date of termination or expiration.

Notwithstanding anything to the contrary in this License Agreement, upon sixty (60) days' advance written notice to Licensees (except in the case of an emergency, in which event written notice shall be provided to Licensees as soon as possible before or after such emergency), Kimble shall have the right, from time to time, to prohibit access to the License Area by members of the public (each period, a "Restriction Period") if, in Kimble's sole discretion, such action is necessary in connection with a Licensor Activity. Each Restriction Period shall extend only for so long as is reasonably necessary in connection with a Licensor Activity as determined in Kimble's sole discretion.

2. Taxes. Licensees agree to assume and pay any increase and all taxes, assessments, or CAUV recoupments which may be levied upon the License Area as a result of improvements by Licensees or use of the License Area under this License Agreement.

ARTICLE III. CONSTRUCTION AND MAINTENANCE

1. **Specifications.** Licensees or OECC shall submit to Kimble all design plans and specifications associated with any and all construction, materials or Work (defined below) that will occur in the License Area with the exception of annual routine maintenance ("Specifications"). Kimble shall have thirty (30) days to approve or reject the Specifications. Acceptance and approval of the Specifications shall not be unreasonably withheld, conditioned or delayed by Kimble. Failure to approve or deny the Specifications within said thirty (30) day period shall be deemed an approval of the Specifications. No material departure shall at any time be made from the Specifications except upon permission in writing granted by the President of Kimble. The Trail shall at all times be located, constructed and maintained in accordance with the Specifications.

2. **Notice of Work.** Licensees or OECC shall give 48 hours prior written notice to Kimble of any work, construction, maintenance or related activities that will take place on or adjacent to the License Area ("Work") with the exception of annual and routine maintenance, including without limitation, tamping and routine application of herbicides.

3. **Construction.**

3.1 **Materials.** All materials and all Work shall be furnished and performed by and at the sole cost and expense of Licensees or OECC and at such time and in such manner as shall be reasonably approved by Kimble, such approval and consent shall not be unreasonably withheld, conditioned or delayed by Kimble.

3.2 **Drainage.** Licensees' Specifications shall provide for adequate drainage facilities necessary or appropriate for the prevention of flooding in the general area of the License Area and property adjacent thereto. Drainage facilities shall be installed, repaired, maintained and cleaned as necessary by and at the cost and expense of Licensees. Licensees' Specifications shall also take all precautions to avoid diverting water onto Kimble's property adjacent to the License Area. Each Licensee warrants and covenants that it will not divert water onto Kimble's property adjacent to the License Area.

3.3 **Fencing.** If requested by Kimble, Licensees or OECC shall construct a barrier or fence adjacent to the Trail to prevent access to Kimble's property adjacent to the Trail. Upon

Kimble's request, Licensees or OECC shall provide a gate and key to Kimble for any such fences or barriers constructed in the License Area.

3.4 **Subsidence and or Hydraulic Affect.** Each Licensee warrants that no subsidence or hydraulic affect will take place as a result of any Work or Licensee's activities on the License Area. If Kimble finds evidence of subsidence or hydraulic problems arise, the applicable Licensee shall immediately repair the License Area by use of a Kimble approved contractor to Kimble's reasonable satisfaction. If the Licensee does not immediately repair the subsidence or hydraulic problems, then Kimble reserves the right to make repairs and such Licensee will be responsible for the costs thereof to be paid within 30 days of billing.

3.5 **Permits and Approvals.** Licensees shall obtain all permits and approvals which may be necessary or appropriate for the Work at the sole risk, cost and expense of Licensees. Licensees shall comply with all Applicable Laws regarding the Work and its use of the License Area and assumes all cost, fines, penalties, expense and responsibility in connection therewith, without any liability whatsoever on the part of Kimble. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.5) shall survive the expiration or termination of this License Agreement.

3.6 **Protection from Liens.** Each Licensee shall timely pay and discharge all claims to such Licensee and its respective contractors and subcontractors of every type and tier and to any third party vendors, suppliers, materialmen or service providers for any Work or any materials permitted by Licensee to be applied to the License Area, and shall allow no lien or charge to become fixed upon any of the License Area or Kimble's property adjacent thereto. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.6) shall survive the expiration or termination of this License Agreement.

3.7 **Restoration of the Sites.** Upon completion of any Work, the Licensee and any of its contractors shall remove all unincorporated material and equipment from the License Area, and shall clean up the License Area in a diligent, good, and workmanlike manner and dispose of Licensee's waste and trash in a lawful manner. Upon the expiration or termination of this License Agreement, each Licensee agrees to restore their respective portion of the License Area to the condition in existence as of the execution of this License Agreement, i.e. vacant, unimproved

land. Without limiting each Licensee's restoration obligation, Kimble shall have no liability to compensate a Licensee for any improvements or fixtures left in or on the License Area. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.7) shall survive the expiration or termination of this License Agreement.

3.8 Casualty Reporting. Licensees shall promptly provide verbal and written notice to Kimble of any accidents or occurrences resulting in illness or injuries to any persons or damage to any property, including pollution or contamination, which accidents or occurrences are in any way arising out of or related to the License Area, as well as any correspondence, notices or communications relating to the same. Licensees shall also promptly furnish Kimble with a copy of reports made by such Licensee to such Licensee's insurer or to others of such accidents and occurrences, including statements and any other investigative material. Licensees shall forward within three (3) days of a Licensee's receipt, any correspondence or communications threatening any litigation relating to this License Area.

4. Performance of Work. Each Licensee warrants and covenants that all Work performed in the License Area shall be done in accordance with Applicable Laws and with the utmost skill, care, and diligence, in a good and workmanlike manner, in accordance with the terms of this License Agreement.

5. Environmental Conscientious Performance/Hazardous Materials. All Work, and any subsequent use of the License Area by a Licensee during the Term, shall be performed in a safe and environmentally conscientious manner, taking all reasonable and necessary actions, including, but not limited to, those required by any Applicable Laws and prudent industry practices to protect persons, property and the environment. Licensees shall provide Kimble with prior written notice of any Hazardous Materials proposed to be used by such Licensee at the License Area. Such Hazardous Materials usage is subject to Kimble's consent, which consent may be withheld in Kimble's sole discretion. Licensees shall not discharge or release, and shall ensure that any of its agents do not discharge or release, Hazardous Materials in the environment at the License Area. Each Licensee shall be solely responsible for any and all cleanup, removal, remediation, damages, fines, penalties, or other expenses in the event of any such discharge or release by such Licensee or its third party vendors, suppliers, invitees, recreational users, licensees, materialmen

or service providers of Hazardous Materials. "Applicable Laws" as used throughout this License Agreement shall refer to any and all statutes, regulations, ordinances, administrative opinions, administrative codes of any local, state or federal governmental body and jurisdiction. "Hazardous Material" means any substance which constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or hazardous waste under, or the generation, use, treatment, storage, release, transport or disposal of which is regulated by, any Laws, and shall specifically include any substance which (i) constitutes a "hazardous substance" under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq., or a "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., (ii) exhibits any of the hazardous characteristics enumerated in 40 C.F.R. Sections 261.20-261.24, inclusive, (iii) constitutes any of those extremely hazardous substances referred to in 302 of the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, at 42 U.S.C. 11002, (iv) constitutes a hazardous material which, when transported, is subject to regulation by the United States Department of Transportation at 49 C.F.R. Parts 171-199; (v) constitutes asbestos, urea formaldehyde, chlorinated biphenyls (polychlorinated or monochlorinated) or petroleum products; or (vi) any illegal narcotic, including without limitation, methamphetamine or heroin. It is the intent of the parties to construe "Hazardous Material" broadly.

6. Operation. Licensees will maintain and operate the License Area pursuant to the Specifications and the DESIGN & OPERATIONS GUIDELINES, hereinafter referred to as EXHIBIT B and attached to this License Agreement.

7. Nuisance. Each Licensee covenants and agrees that during the Term of this License Agreement, it will avoid creating a nuisance or allowing a nuisance to exist in the License Area.

8. Relocations by Kimble. In the event Kimble decides to change the grade or location of its road, construct tracks or facilities, construct, remove, or relocate pipelines, engage in mining operations or oil or gas development, or to remove, construct or add to any of its roads or facilities upon land owned or used by Kimble, then Licensees shall, at the sole expense of Kimble, and within sixty (60) days after service of notice in writing requiring Licensees so to do, make such reasonable adjustments or relocations to Licensees' facilities as herein provided as requested by Kimble.

9. Priority of Use. Kimble shall have the right at all times to paramount use of its now existing or future roads, pipelines, oil or gas development, mining operations, tracks, rights-of-way, provided that, to the extent reasonably possible and economically feasible, any Licensor Activity shall be conducted, performed or constructed, as the case may be, in a manner intended to avoid material interference with the rights granted to Licensees in this License Agreement, and Licensees shall exercise the greatest care in the use of the License Area so not to adversely affect Kimble's now existing or future uses. Licensees' Work shall not result in any interruption of Kimble's now existing or future rail service, mining operations, oil or gas development, pipelines, tracks, rights-of-way or roads.

10. Public Safety Precautions.

10.1 Licensees shall erect and maintain signs as well as fences in accordance with the Specifications, or as is amended to Kimble's reasonable satisfaction to prevent unauthorized access to and from the License Area, and shall take such further steps as may be reasonable and necessary (including police patrols) to prevent unauthorized persons from entering upon, loitering or using the License Area for any purpose other than Trail use.

10.2 Licensees shall take or cause to be taken such precautionary measures as may be reasonable to minimize the risk of injury to persons or damage to or destruction of property on or adjacent to the License Area; and, if Kimble should at any time, and from time to time, request Licensees to take any other reasonable measures or to furnish any form of protection (either new, upgraded or additional protection, including without limitation, fencing), Licensees, at their respective sole cost and expense, shall use their best efforts to reasonably and promptly cause the protection requested or directed by Kimble to be installed and maintained.

10.3 Licensees shall have the sole responsibility for policing the Trail. Assistance will be provided as needed by the officers and deputies of the Tuscarawas County Sheriff's Department, who have the right and authority to enforce the laws of the State of Ohio within the License Area.

10.4 In addition to, but not in limitation of any of the foregoing provisions, if at any time Kimble should deem crossing flagmen or watchmen desirable or necessary, due to activities related to trail construction, Work or maintenance, that cannot be reasonably corrected

by other remedies offered by Licensees or activities related to the maintenance of Kimble's now existing or future road, pipelines, oil or gas development, tracks, railroad or mining efforts in the vicinity, Kimble shall place flagmen or watchmen there at the sole risk, cost and expense of Licensees. Licensees shall have the option of temporarily closing the Trail when Kimble performs maintenance on its now existing or future road, pipelines, or when reasonably necessary to accommodate Kimble's mining efforts, oil or gas development or railroad construction. If Licensees decide not to close the Trail, then Licensees covenant and agree to bear the full cost and expense thereof of any watchmen or flagmen provided in order to make the Trail as safe as is reasonably possible. The furnishing or failure to furnish flagmen or watchmen by Kimble, however, shall not release Licensees from any and all liabilities assumed by Licensees under the terms of this License Agreement. Further, any right of Kimble to approve or object of any act or thing in this License Agreement, whether or not subject to any reasonableness limitation, shall never be deemed, assumed or constitute an admission that such thing or act is in fact appropriately constructed or designed, safe or otherwise satisfies any duty in tort law to the general public, if any, to act as a reasonable prudent person under like circumstances. Any such determination as to safety, appropriate construction and design and the satisfaction of any duty owed to the general public, if any, shall be the sole responsibility of Licensees.

11. Maintenance. Licensees shall at all times maintain the License Area in substantial conformity with the Specifications, EXHIBIT B, and in accordance with this License Agreement, and in accordance with Applicable Laws.

12. Commencement of Work. In exercising their respective right hereunder, each Licensee covenants as follows: Licensees will design, improve, construct, maintain and operate the Trail pursuant to the Specifications, EXHIBIT B and this License Agreement. Licensees will not open the Trail for recreational users until after all construction is complete and the Trail is in compliance with the Specifications, Exhibit B, this License Agreement and upon the written approval of Kimble, which shall not be unreasonably, withheld, conditioned or delayed.

ARTICLE IV. GENERAL PROVISIONS

1. Indemnification. Licensees accept the License with full cognizance of the risk of loss of life, personal injury, and property loss or damage that may be caused by the construction,

maintenance and use of the Trail or from any other persons' or entities' (including the general public or commercial interests) use of the Trail. OECC agrees to release, indemnify, defend and hold harmless Kimble and its directors, shareholders, officers, agents, employees, subsidiaries and affiliates (which shall include for the avoidance of doubt RHDK Investments, LLC, RHDK Oil & Gas, LLC and Kimble Recycling & Disposal, Inc.) ("Kimble Indemnitees") from and against all liabilities, losses, claims, causes of action, fines, penalties, damages, demands, lost profits, costs, death, injuries, environmental damages, litigation expenses (including without limitation attorney's fees and court costs, litigation costs and expert witness fees), to any person, entity(ies), or property(ies), or any combination thereof, whether alleged, incurred or suffered by any of the Kimble Indemnitees and relating to, occurring or arising in whole or in part in any manner, regardless of cause, from: (a) a Licensee's breach of this License Agreement; (b) a Licensee or its agents' or the public's use of the License Area; (c) the Work; (d) a Licensee, Licensee's agents, or the general public's trespass upon Kimble's property adjacent to the License Area when such occurs as a result of the original use of the License Area; (e) any liens arising on the License Area as a result of the Work; (g) the use of Hazardous Materials in the License Area in violation of Article 3, Section 5; (h) any individual or property's presence on the License Area or property of Kimble adjacent to the License Area; or (i) any employee, agent, or contractor of a Licensee or OECC (hereinafter "Claims"), excepting only the intentional misconduct or gross negligence of Kimble Indemnitees. Solely for and limited to Claims for indemnification by Kimble Indemnitees arising under the provisions of this paragraph, OECC expressly waives its respective statutory immunity under Ohio Revised Code Section 4123.74 and constitutional immunity under Article II, Section 35, from suit for injuries arising out of employment.

In spite of any provision in this License Agreement to the contrary, Kimble's recovery against OECC for indemnification described in this Article IV, Section (1) is limited solely to amounts recoverable with respect to the insurance to be acquired and maintained by the OECC under Article IV, Section (2) below.

2. Insurance. Licensees and OECC shall at their sole cost and expense procure, provide, and thereafter maintain in effect during the Term of this License Agreement and for a period of two years after the termination or expiration of this License Agreement, comprehensive

commercial general liability insurance covering bodily injury, death and damage to person(s), entity(ies), or property(ies), occurring in, on or about the License Area, with minimum limits of $2 million per occurrence and, with respect to OECC, $4 million in the aggregate. This coverage shall also include a "Described Premises" endorsement to the OECC and Licensees' general liability insurance with a $2 million per event and, with respect to OECC, a $4 million aggregate limit which shall be confirmed on the coverage summary. In addition, Kimble Indemnitees will be named as additional insured under Licensees' and OECC's policies, with such additional insured coverage including: (i) coverage for the sole or concurrent negligence of the additional insured and not being restricted (a) to "ongoing operations," (b) to coverage for vicarious liability, or (c) to circumstances in which the named insured is partially negligent; (ii) waive subrogation against Kimble Indemnitees, and the OECC and Licensees, as applicable; and (iii) be primary and non-contributory to any insurance of Kimble Indemnitees.

Notwithstanding any provision in this License Agreement to the contrary, failure to secure or maintain the insurance coverage, the failure to comply fully with any of the insurance provisions of this License Agreement, or the failure to secure or maintain such endorsements on the policies as may be necessary to carry out the terms and provisions of this License Agreement shall in no way act to relieve Licensees or OECC from the obligations of this License Agreement. Although the scope of the Licensees' and OECC's insurance obligations may be defined by reference to the risks and liabilities assumed under this License Agreement, the insurance provisions of this License Agreement are, to the extent required to maximize their effectiveness, (i) separately and independently enforceable and (ii) distinct and severable from any release, defense, hold harmless or indemnity obligations in this License Agreement.

Upon request, the Licensees and OECC shall provide Kimble with copies of the general liability policies maintained by Licensees and OECC under this Article IV, Section (2). Licensees and OECC shall cause their respective insurance policies to be endorsed such that Kimble will be notified in writing at least ten (10) days in advance by Licensees' and OECC's respective insurance carrier of any cancellation or changes which modify the coverage provided thereunder. Licensees and OECC also will reasonably cooperate with Kimble as to the submission and adjustment of

claims made by the Kimble under Article IV, Section (1) above that are covered by the insurance required in this Article IV, Section (2).

Licensees and OECC shall furnish certificates of such insurance and such other evidence satisfactory to Kimble (including copies of policies) of the maintenance of all insurance coverages required hereunder. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Kimble. Licensees and OECC shall, prior to the commencement of the Term and at least thirty (30) days prior to any renewal date of any insurance policy required to be maintained by Licensees and OECC pursuant to this paragraph, provide Kimble with a completed Certificate of Insurance, using a form acceptable in Kimble's reasonable judgment, attaching thereto copies of all endorsements required to be provided by Licensees and OECC under this License. Licensees and OECC shall maintain worker's compensation coverage in the minimum statutory amount during this License.

3. **Waiver.** No waiver of any breach, any failure of any condition, or any right or remedy contained in or granted by the provisions of this License Agreement shall be effective unless it is in writing specifically referencing this License Agreement and signed by the party waiving the breach, failure, right or remedy. No such waiver of any breach, failure, right, or remedy, whether or not similar, shall constitute a waiver of any past or future breach, failure, right, or remedy unless expressly set forth in such written waiver, nor shall any waiver constitute a continuing waiver unless the writing so specifies. OECC shall not assert, as a defense to a Claim by any or all of the Kimble Indemnitees against OECC arising under this License Agreement the provisions of the Recreational User Statute (Section 1533.181, Ohio Revised Code); provided, however, nothing in this License Agreement including this waiver provision shall prevent OECC from using that provision as a statutory defense, or any other defenses that may be available to it, against any third party or the public.

4. **Survival.** Notwithstanding any termination or expiration of this License Agreement, and without limiting any other survival provisions set forth in this License Agreement, Article IV, Sections (1), (2), (3) and (11) shall survive. Further, the termination or expiration of this License Agreement shall not relieve OECC, Licensees, or Licensor from any obligations or liabilities that accrued prior to such expiration or termination of this License Agreement.

5. **Assignment.** The permission and license hereby afforded shall be the private privilege of Licensees and Licensees may not assign, lease, sublease or transfer in any manner. Any assignment, license, transfer, sublease or transfer, in whole or in part, of Licensees' rights under this License Agreement shall be null and void at the election of Kimble, to be exercised at any time and said right shall never be waived unless done in writing by Kimble. Kimble may assign this License Agreement to any affiliate of Kimble or to any bona fide third party purchaser of the License Area, and any such assignee shall receive all benefits and be responsible for all obligations of Licensor under this License Agreement.

6. **Advertising.** Except as provided in Article I, Section (1)(c), Licensees may not place any advertising material, signage or public display without Kimble's prior written consent which may be unreasonably withheld, conditioned or delayed. Kimble shall be free to place signs in the License Area bearing Kimble's logo and advertising Kimble's services, provided such do not materially interfere with Licensee's intended use of the License Agreement.

7. **Notices.**

Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to Kimble:
KIMBLE COMPANY
Attn: Keith B. Kimble
3596 S.R. 39 NW
Dover, OH 44622

With a copy to:
KIMBLE COMPANY
Attn: Legal Department
3596 S.R. 39 NW
Dover, OH 44622

As to County:
County of Tuscarawas, State Of Ohio
Attn: County Prosecutor
125 East High Avenue
New Philadelphia, Ohio 44663

As to City:
City of Dover, State Of Ohio
Attn: _____
_____
Dover, Ohio 44622

As to OECC:
Ohio and Eric Canalway Coalition
47 West Exchange Street
Akron, Ohio 44308

8. Warranty of Authority. Each individual executing this License Agreement on behalf of each of Kimble and the Licensees represents and warrants that he or she is duly authorized to execute and deliver this License Agreement on behalf of Kimble or the Licensee, as the case may be, and that this License Agreement is binding upon Kimble or the Licensee, as the case may be. Each person executing this License Agreement on behalf of a Licensee and Kimble hereby covenants and warrants that such Licensee and Kimble, as the case may be, is duly incorporated, formed or organized, as the case may be.

9. Time of Essence. Time is of the essence with respect to the terms and conditions of this License Agreement.

10. Rights Cumulative. Each right and remedy of Kimble or Licensees provided for in this License Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Kimble or Licensees of any one or more of the rights or remedies provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Kimble or Licensee of any or all other rights or remedies provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

11. Exculpation of Kimble. Notwithstanding anything to the contrary in this License Agreement, all property kept, stored or maintained on the License Area shall be so kept, stored or maintained at the sole risk of Licensees. Notwithstanding anything to the contrary in this License Agreement, except to the extent arising from the intentional misconduct or gross negligence of

Kimble or any agent of Kimble, Kimble shall not be liable and Licensees and OECC waive all Claims against Kimble Indemnitees for damages to person or property sustained by a Licensee, OECC, or by any other person at, on or upon the License Area or any equipment located thereon becoming out of repair, or through the acts or omissions of any persons present on the License Area. Notwithstanding anything to the contrary in this License Agreement, Licensees and OECC hereby release and forever discharge, Kimble Indemnitees from any and all Claims arising from or relating to the License Area, or property adjacent thereto, regardless of cause, except to the extent of any or all of the Kimble Indemnitees' material breach of this License or gross negligence or intentional misconduct.

12. Performance at Licensee's Sole Cost and Expense.

When a Licensee exercises any of the rights, or renders or performs any of its obligations hereunder, Licensee hereby acknowledges that it shall do so at Licensee's sole cost and expense.

13. Miscellaneous.

A. Any judicial determination that any part of this License Agreement is invalid shall not affect the validity or enforceability of any other part of this License Agreement, and the remainder of such provision, paragraph and this License Agreement shall be enforced to the greatest extent permissible under law.

B. This License Agreement shall be governed by the local laws of the State of Ohio.

C. As used in this License Agreement, the words "Kimble", "Licensee" and "OECC" shall include their respective successors and assigns.

D. This License Agreement is for the exclusive benefit of Licensees as set forth herein and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against Licensees.

E. Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License Agreement.

F. This License Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, other license agreements or representations.

G. This License Agreement may not be amended, waived or discharged except by an instrument in writing signed and acknowledged by the parties.

H. All words, terms and phrases used in this License Agreement shall be construed in accordance with their generally applicable meaning.

I. The terms of this License Agreement shall be binding and effective upon all the parties hereto, unless and until terminated, as hereinbefore provided. This License Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject; however to the provisions of Article IV, Section (5) of this License Agreement.

J. Each Party and its counsel have participated fully in the review and revision of this License Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this License Agreement. The language in this License Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

K. Nothing in this License Agreement shall serve as the basis for any claim for personal injury or property damage by any non-party to this License Agreement, and there are no intended third party beneficiary(ies) to this License Agreement, except the Kimble Indemnitees.

L. Specific Performance. The parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in this License Agreement, that each such covenant is material, and that in the event of any such failure, the injured party will not have an adequate remedy at law or in damages. Therefore, the parties consent to the issuance of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performance of all of the terms of this License Agreement, and waive the defense of the availability of relief in damages.

ARTICLE V. EXECUTION

IN WITNESS WHEREOF, intending to be bound by this License Agreement, the undersigned parties hereto have caused this License Agreement to be duly executed and delivered as of the date signed below.

Kimble Company

By: _____
Keith B. Kimble, President

County of Tuscarawas

By: _____
Chris Abbuhl, Commissioner

By: _____
Al Landis, Commissioner

By: _____
Kerry Metzger, Commissioner

Approved as to form:

By: _____
Robert Stephenson, Assistant Prosecuting Attorney

City of Dover

By: _____
Richard P. Homrighausen, Mayor

Approved as to form:

By: _____
Douglas O'Meara, Law Director

Ohio & Erie Canal Corridor Coalition, Inc.

By: _____
Daniel M. Rice, President & CEO

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

The foregoing instrument was acknowledged before me this 6th day of August, 2020 by Keith B. Kimble, President of KIMBLE COMPANY, an Ohio corporation, on behalf thereof.

Notary Public

Nathan D Vaughan, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

The foregoing instrument was acknowledged before me this 3 day of October, 2022 by Commissioner Chris Abbuhl on behalf of the COUNTY OF TUSCARAWAS, STATE OF OHIO.

Rhonda Jaedan
Notary Public
Commission Expires: 5/15/2027

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

The foregoing instrument was acknowledged before me this 3 day of October, 2022 by Commissioner Al Landis on behalf of the COUNTY OF TUSCARAWAS, STATE OF OHIO.

Rhonda Jaedan
Notary Public
Commission Expires: 5/15/2027

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

The foregoing instrument was acknowledged before me this 3 day of October, 2022 by Commissioner Kerry McCormick on behalf of the COUNTY OF TUSCARAWAS, STATE OF OHIO.

Rhonda Jaedan
Notary Public
Commission Expires: 5/15/2027

STATE OF OHIO)
)SS:
COUNTY OF TUSCARAWAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Mayor Richard P. Homrighausen on behalf of the CITY OF DOVER, STATE OF OHIO.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 6th day of October, 2020 by Daniel M. Rice, as President and CEO of the OHIO & ERIE CANAL CORRIDOR COALITION, INC., an Ohio corporation, on behalf thereof.

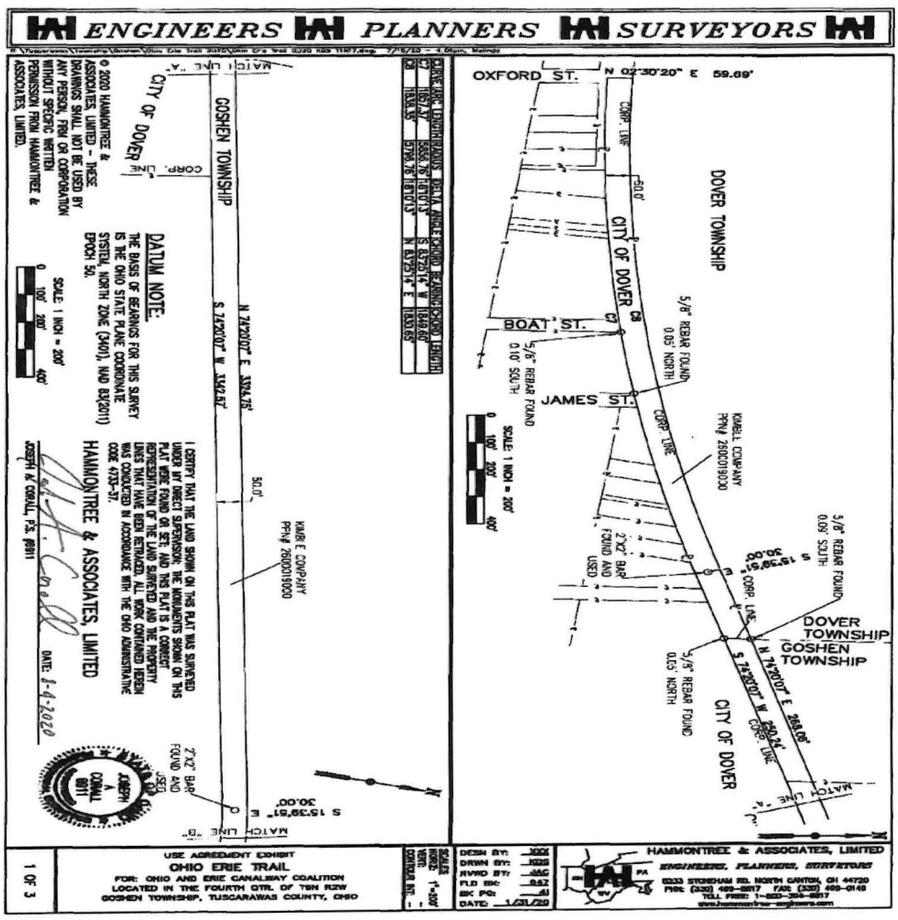
Notary Public

J. BRET TREIER
ATTORNEY AT LAW
Notary Public, State of Ohio
My commission has no
expiration date.

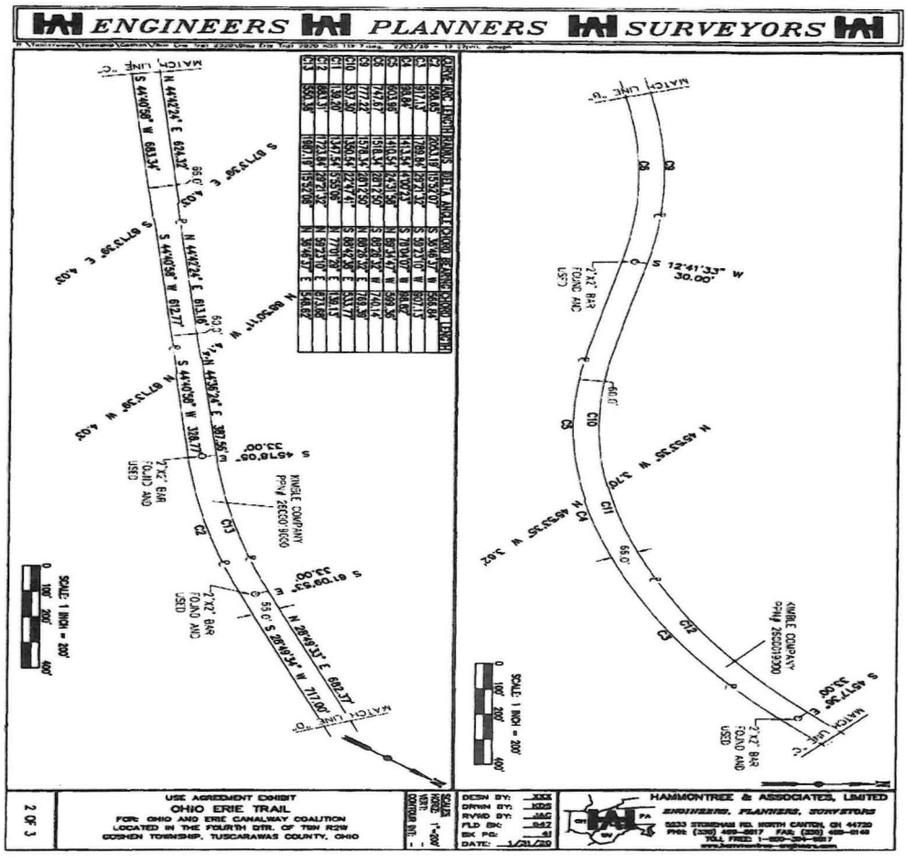
EXHIBIT A

LICENSE AREA

(Description and boundary)



COMMISSIONER'S JOURNAL 85 10/3/22



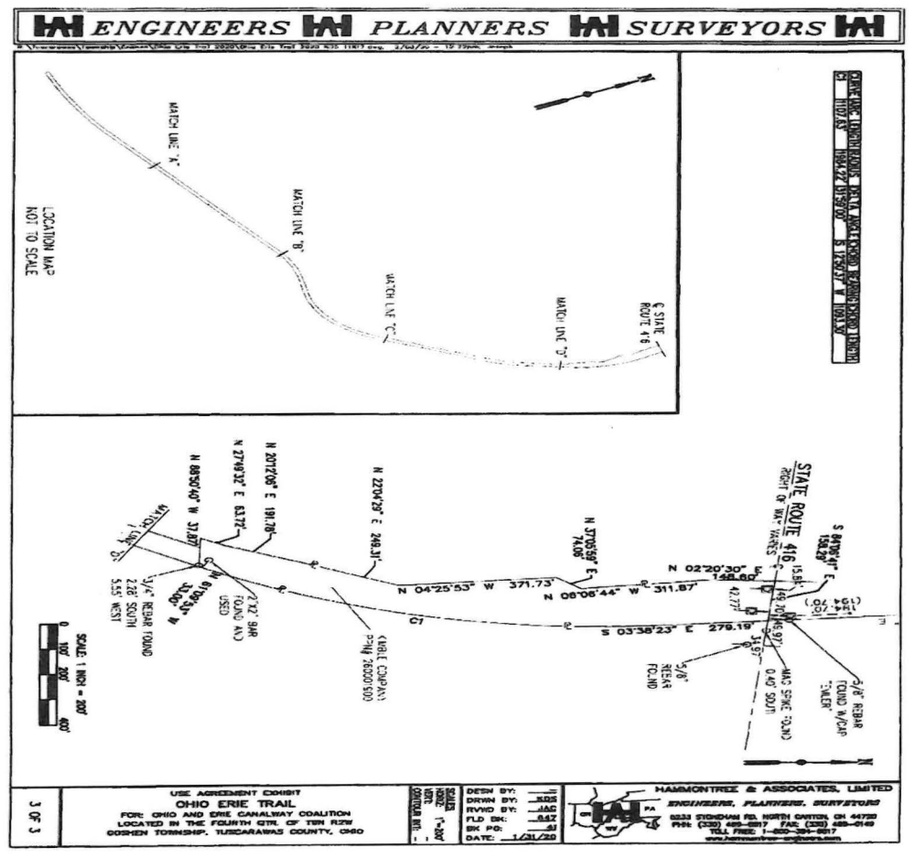


EXHIBIT B

DESIGN AND OPERATIONS GUIDELINES
TRAIL PROJECT

I. Administration

1. Administration of the Trail will be the joint responsibility of Licensees and OECC. The Responsible Parties will coordinate operations, maintenance and capital improvements with KIMBLE COMPANY as necessary.

2. The Responsible Parties will conduct regular inspections, and note all observations of the Trail's condition, maintenance and safety.

3. Liability responsibility of the Responsible Parties is defined in the License Agreement.

4. The Responsible Parties will communicate and coordinate with KIMBLE COMPANY regarding:

a. planning for major maintenance and improvements

b. schedules for major maintenance and improvements

c. special events

d. changes in management or administration

e. security, trespass and safety issues

f. any other issues of significance and relevance

5. KIMBLE COMPANY will notify the Responsible Parties of significant issues relevant to the Trail management, including:

a. changes in ownership or contact information

b. security, trespass and safety issues

c. its development plans

d. any other issues of significance and relevance

III. Development

1. The Trail will be constructed according to the design parameters detailed in the Specifications in accordance with Article III, Section 1 of the License Agreement. Any future construction plans will be based on those Specifications and reviewed by KIMBLE COMPANY for approval per the terms of the License Agreement.

2. Signage will be used to notify Trail users of rules and Trail etiquette and to educate Trail users about safety and the natural and cultural history of the area.

3. The Trail will be developed to comply with the Americans with Disabilities Act and all Applicable Laws, as in effect from time to time.

4. The boundary for the Trail is established by the License Area on Exhibit A of the License Agreement.

IV. Maintenance

1. Routine Trail maintenance will be covered by contracted labor and/or volunteers of the Responsible Parties. Regular maintenance items include:

a. Litter pickup

b. Trimming of vegetation along trail and mowing trail shoulders; herbicide use as necessary

c. Repairs as needed: signs, bollards, surface stone, fencing, drainage, etc.

2. Capital improvement and major maintenance will be scheduled and coordinated with KIMBLE as needed for items such as periodic trail resurfacing.

V. Security and Enforcement

1. The following Trail rules will be posted at authorized trail access points:

- Trail etiquette
- Hours of operation
- No motorized vehicles
- No alcohol or controlled substances
- Pets must be leashed
- No overnight camping

VI. Public Relations, Education and Outreach

1. Proper Trail use and safety will be integrated throughout the Responsible Parties' communications and public relations program. The following venues will be used to relay information about the Trail:

a. Press releases via newspaper and radio

b. Park and Trail maps and brochures

c. Newsletter articles

d. Web sites

e. User and advocacy groups

JOINT COOPERATION AGREEMENT

This JOINT COOPERATION AGREEMENT ("Agreement") is entered into between the undersigned COUNTY OF TUSCARAWAS, STATE OF OHIO ("County"), and UCC PROPERTIES, LLC, an Ohio limited liability company ("UCC Properties") (collectively, the "Parties") this 3 day of October, 2022.

WHEREAS, the County has entered into that certain Agreement ("License") among the Kimble Company, an Ohio Corporation ("Kimble"), the City of Dover, State of Ohio ("City"), and the Ohio and Erie Canal Corridor Coalition, Inc., an Ohio nonprofit corporation ("OECC"), pursuant to which Kimble granted a license over and across certain premises owned by Kimble as depicted on the surveys included as Exhibit A hereto ("Premises") for the purpose of constructing and maintaining a portion of the Ohio and Erie Canal Towpath Trail ("Trail") in order to connect the Trail to the City, subject to the terms, conditions, rights and privileges set forth in the License;

WHEREAS, a portion of the Premises traverse a portion of The Union Country Club, 1000 N. Bellevue Avenue, Dover, Ohio (the "Club") which is located within the County but not within the City ("Club Portion"); and

WHEREAS, the County and the City plan to use an alternative route to develop the Trail that does not utilize Club Portion of the Premises ("Alternate Trail Route") as the same is further set forth on that certain survey and/or depiction attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the County and UCC Properties desire to enter into this Agreement in order to set forth their mutual understandings regarding certain additional restrictions and conditions relating to the use of the Club Portion for purposes of development of the Trail.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Limitation of Trail Development. Notwithstanding the rights granted to the County under the License, the County agrees that for the entirety of the period that UCC Properties owns and operates the Club as a country club and/or golf course and such uses are incidental to a country club and/or golf course, the County agrees that it will not utilize the Club Portion to develop the Trail ("Limitation").

a. The Limitation does not apply to or affect in any manner development of the Trail (i) along portions of the Premises that do not traverse over the Club Portion, or (ii) on any other property not within the Club Portion, and the County makes no representations or covenants with respect to such areas, including any of those adjacent to the Club Portion.

b. The Limitation does not affect in any manner the rights of Kimble with respect to the premises owned by Kimble.

2. Future Trail Development Considerations. In the event that the Alternative Trail Route becomes economically or physically infeasible as reasonably determined by mutual agreement of the County and the City, UCC Properties and the County agree to evaluate alternative means of developing the Trail to connect the portion developed up to the Club Portion to a portion to be developed in the City, including but not limited to alternative means of traversing a portion of property owned by UCC Properties that do not interfere with Club operations or endanger the safety of Club members and guests.

3. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement shall continue so long as UCC Properties owns or operates the Club. Notwithstanding the foregoing, this Agreement shall terminate immediately, with sixty (60) days' written notice, upon the occurrence of any of the following: (a) the making by UCC Properties of any general assignment for the benefit of creditors; (b) should there be filed by or against UCC Properties a petition to have UCC Properties adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy; (c) should an appointed trustee or receiver take possession of substantially all of UCC Properties' assets or of UCC Properties' interests in this Agreement; (d) should substantially all of UCC Properties' assets have been attached or judicially seized; or (e) UCC Properties ceases operations for a period in excess of twelve (12) months or more. Upon termination or expiration of this Agreement, the Parties shall have no rights or limitations with regard to the Club Portion of the Premises or in this Agreement. Termination or expiration of this Agreement shall not relieve any party of their respective obligations under this Agreement accruing prior to the date of termination or expiration.

4. Waiver. No waiver of any breach, any failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is

in writing specifically referencing this Agreement and signed by the party waiving the breach, failure, right or remedy. No such waiver of any breach, failure, right, or remedy, whether or not similar, shall constitute a waiver of any past or future breach, failure, right, or remedy unless expressly set forth in such written waiver, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

5. No Assignment. The rights and limitations hereby afforded shall be the private privilege of UCC Properties and UCC Properties may not assign or transfer this Agreement in any manner, except that UCC Properties may assign this Agreement and the rights hereunder to an entity of which the owners are one or more of the owners of UCC Properties, or a purchaser of substantially all of the assets or ownership interests of UCC Properties. Any assignment of UCC Properties' rights under this Agreement in violation of this Section shall be null and void at the election of the County, to be exercised at any time and said right shall never be waived unless done in writing by the County.

6. Notices. Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered, delivered by overnight or other courier with delivery acknowledgment required, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to County:
County of Tuscarawas, State Of Ohio
Attn: County Prosecutor
125 East High Avenue
New Philadelphia, Ohio 44663

As to UCC Properties, LLC:

Attn: DAVID TRIPLETT
P.O Box 36
Dover, Ohio 44622

7. Warranty of Authority. Each individual executing this Agreement on behalf of each party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon such party. Each

person executing this Agreement on behalf of a party hereby covenants and warrants that such party is duly incorporated, formed or organized, as the case may be.

8. **Time of Essence.** Time is of the essence with respect to the terms and conditions of this Agreement.

9. **Miscellaneous.**

a. Any judicial determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any other part of this Agreement, and the remainder of such provision, paragraph and this Agreement shall be enforced to the greatest extent permissible under law.

b. This Agreement shall be governed by the local laws of the State of Ohio.

c. This Agreement is for the exclusive benefit of UCC Properties as set forth herein and not for the benefit of any other party other than as set forth herein. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against County.

d. Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

e. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, other license agreements or representations.

f. This Agreement may not be amended, waived or discharged except by an instrument in writing signed and acknowledged by the parties.

g. All words, terms and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning.

h. The terms of this Agreement shall be binding and effective upon all the parties hereto, unless and until terminated, as hereinbefore provided.

i. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

j. Nothing in this Agreement shall serve as the basis for any claim for personal injury or property damage by any non-party to this Agreement, and there are no intended third party beneficiary(ies) to this Agreement.

k. Specific Performance. The parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in this Agreement, that each such covenant is material, and that in the event of any such failure, the injured party will not have an adequate remedy at law or in damages. Therefore, the parties consent to the issuance of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performance of all of the terms of this Agreement, and waive the defense of the availability of relief in damages.

IN WITNESS WHEREOF, intending to be bound by this Agreement, the undersigned parties hereto have caused this Agreement to be duly executed and delivered as of the date signed below.

UCC PROPERTIES, LLC

By: Michael A Stokey

Its: Member

STATE OF OHIO

COUNTY OF Tuscarawas :

This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

The foregoing instrument was acknowledged before me this 1st day of September, 2022 by **UCC PROPERTIES, LLC**, an Ohio limited liability company, by Michael Stokey, its Member, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover, Ohio, this 1st day of September, 2022.

Notary Public Signature Kathrine Stokey

KATHRINE STOKEY
Notary Public, State of Ohio
My Commission Expires 5/15/2027

County of Tuscarawas Board of County Commissioners

By: Chris Abbuhl
Chris Abbuhl, Commissioner

By: Al Landis
Al Landis, Commissioner

By: Kerry Metzger
Kerry Metzger, Commissioner

STATE OF OHIO

COUNTY OF TUSCARAWAS :

This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.

The foregoing instrument was acknowledged before me this 3 day of October, 2022 by the **COUNTY OF TUSCARAWAS BOARD OF COUNTY COMMISSIONERS**, comprised of and being Chris Abbuhl, Al Landis and Kerry Metzger, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed individually and as such Commissioners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tuscarawas County, Ohio, this 3 day of October, 2022.

Notary Public Signature Rhonda Sanders
Commission Expires: 5/15/2027

NOTARIAL SEAL
STATE OF OHIO

Approved as to form:

By:
Robert Stephenson
Assistant Prosecuting Attorney

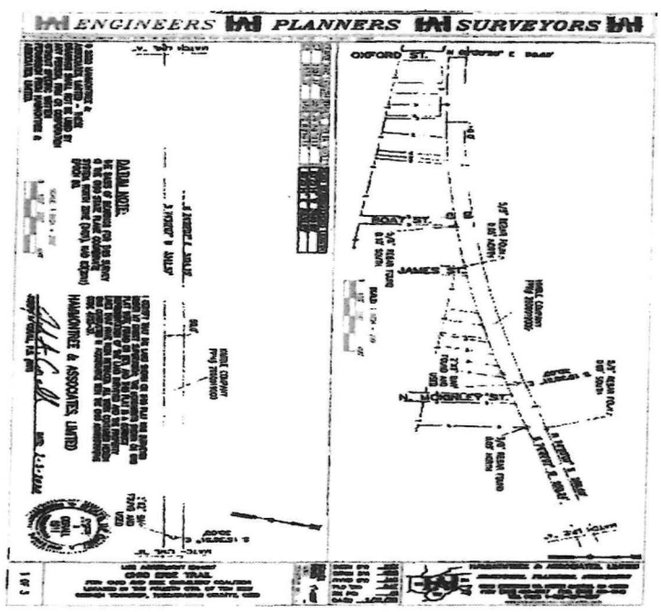
EXHIBIT A

PREMISES

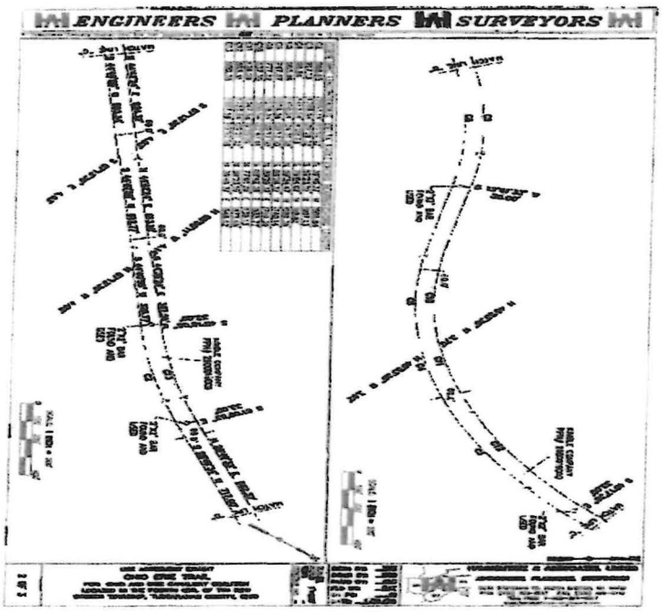
(Description and boundary)

02797414-7 / 014570-150015

02797414-7 / 014570-150015



0279744-7 / 014570-150015



02797414-7 / 014570-150015

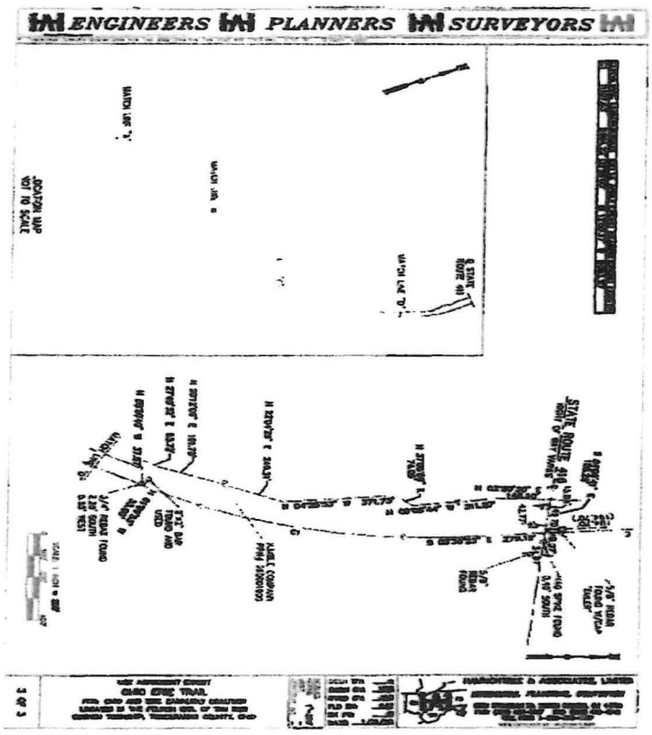


EXHIBIT B

02797414-7 / 014570-150015

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (825-2022) EXECUTIVE SESSION

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to move into Executive Session at 9:23 a.m. for the purpose of personnel discussion.

ROLL CALL VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes:

Those present for the Executive Session were as follows:

Chris Abbuhl, Commissioner President
Kerry Metzger, Commissioner
Al Landis, Commissioner
Crystal DiGenova, Office Admin./Manager
Kris Lowdermilk, HR Manager
Mellissa Clark, HR Generalist

Commissioner Abbuhl called the meeting out of Executive Session and back into regular session at 9:48 a.m. No further action was taken.

RESOLUTION (826-2022) APPROVE ALLOCATION – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following allocations for County Projects from the Local Fiscal Recovery Fund

Water and Sewer is an eligible expenditure that fall under the category Section 5 specifically 5.18 Water and Sewer: Other of the U.S. Treasury guidance of allowable uses of recovery funds.

1. Tuscarawas County Health Department:
    a. Repair and Replacement of Private Septic Systems for low income residents - $150,000

COVID-19 mitigation is an eligible expenditure that fall under the category Section 1 specifically 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency of the U.S. Treasury guidance of allowable uses of recovery funds.

1. Tuscarawas County Commissioners:
    a. Touchless Plumbing in County Buildings - $50,000

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (827-2022) ADVERTISE – BIDS – PROJECT #6-2022 – TUS-CR 82-3.40

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the advertisement for bids for Project #6-2022 -TUS-CR 82-3.40 for the reconstruction of the intersection of County Road 82 (Dover Zoar Road), County Road 80 (Schneiders Crossing Road) and Dover Township Road 378 (Froman Hill Road) in Tuscarawas County located in Dover Township. Reconstruction of this intersection is to improve sight distance and increase shoulder widths as requested by Joseph Bachman, County Engineer:

ADVERTISEMENT FOR BIDS

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, at **1:15 pm on November 2, 2022** for the following project:

Plans, specifications and contract documents are available at https://www.bidexpress.com/businesses/45470/home.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

> Project #6-2022 -TUS-CR 82-3.40 consists of the reconstruction of the intersection of County Road 82 (Dover Zoar Road), County Road 80 (Schneiders Crossing Road) and Dover Township Road 378 (Froman Hill Road) in Tuscarawas County located in Dover Township. Reconstruction of this intersection is to improve sight distance and increase shoulder widths.

Bidders must be currently pre-qualified with and in good standing with ODOT. The bidder must possess work types and perform work equal to at least 30% of the total amount of the submitted bid price.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

CHRIS ABBUHL
KERRY METZGER
AL LANDIS

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **October 11, 2022**
https://www.co.tuscarawas.oh.us/engineer-project-materials/

Detailed Bid Tabs will be posted at the above site when the project is awarded.

NOTE: Tuscarawas County has implemented the Bid Express website, www.bidexpress.com, as the official depository for bid submittal.

In the case of disruption of communications or loss of services by Bid Express within two hours prior to the deadline for submission of bids, the county will delay the deadline for bid submissions to [illegible] of potential bidders to submit bids. If this occurs, instructions will be communicated to

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (828-2022) ENTER ANNEXATION ONTO JOURNAL – BOARD OF TRUSTEES OF GRANDVIEW UNION CEMETERY

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to enter the following annexation, as petitioned by Terrence L. Seeberger, agent for the Petitioner, the Board of Trustees of Grandview Union cemetery, owner , parcel #19-00397-000, #19-01153-000, 19-01157-000, 19-01196-000, 19-01197-000, 19-01744-000, 19-0745-000, 19-07446-000 and 19-01747-000 onto the Commissioners Journal in accordance with O.R.C. 709.021 and O.R.C. 709.023, and send it to the Prosecutor and Engineer for legalities. This action is taken upon the recommendation of Robert Stephenson, Assistant County Prosecutor.

ANNEXATION CHECKLIST (must be fully completed prior to filing annexation petition)

	Annexation Petition Checklist	YES	NO	N/A	*Comments*	*Signature of Official*
	GIS Approval	YES	NO	N/A	*Comments*	*Signature of Official*
	Certifying that all pre-approval items have been met *(attach completed GIS form)*			☑		
	Regional Planning Approval	YES	NO	N/A	*Comments*	*Signature of Official*
	Petition, Map & Plat have met any requirements necessary in accordance with Regional Planning and Flood Plain *(if not, please specify what actions are necessary)*			☑		
	County Engineer Approval	YES	NO	N/A	*Comments*	*Signature of Official*
	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 4511.01 of the Revised Code. ORC 709.033(6)			☑		
	Annexation Requirements	YES	NO	N/A	*Comments*	*Signature of Official*
	Type of Annexation Petition:					
	Regular 709.03 709.31 709.032 709.033			☑		
	Expedited Type 1 *ORC 709.022*			☑		
	Annexation Agreement or CEDA Included?			☑		
	Expedited Type 2 *ORC 709.023*	☑				
	Expedited Type 3 *ORC 709.024*			☑		
	Annexations of Municipal, County or State-owned Land (submitted by Municipality) *ORC 709.16*			☑		
	Director of Dept. of Administrative Services has filed written consent if state-owned land (ORC 709.16(D)			☑		
	Annexation Requirements continued	YES	NO	N/A	*Comments*	*Signature of Official*
	Petition includes Full & Accurate Legal Description of Perimeter *(verified by GIS/Map Office)* ORC 709.02(C)(2)	☑				
	Petition includes accurate plat and map *(verified by GIS/Map Office)* ORC 709.02 (C)(2)	☑				

	Annexation Requirements continued	YES	NO	OK	*Comments*	*Signature of Official*
	Real estate is contiguous to municipality to which annexation is proposed *(verified by GIS/Map Office)* ORC 709.02 (a)	☑				
	Territory to be annexed is not unreasonably large *(verified by GIS/Map Office)* ORC 709.033(4)	☑				
	Does Territory have a common boundary of 5% perimeter? *(verified by GIS/Map Office)*	☑				
	No Island is created *(verified by GIS/Map Office)*	☑				
	If land is located in more than one county, majority of acreage in territory is within county of filing *(verified by GIS/Map Office)* ORC 709.11			☑		
	Petition includes Signatures of at least 51% of property owners in the area proposed to be annexed *(ORC 709.02 (c)(1))*	☑				
	All signatures are of "owners" as defined in ORC 709.02 (E). Owners must be authorized to sign the petition and have title to property on date petition was filed *(ORC 709.02(E))*	☑				
	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))*	☑				
	Petition includes name and address of agent for petitioners. *(ORC 709.02(C)(3))*	☑				
	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))*	☑				

Annexation Checklist

Type: Regular___ Exp#1___ Exp#2 ☑ Exp#3___ Municipal___

Ordinance # 0-22-2022 Resolution #_____

Adequate Description: Yes ☑ No___ Plat: Yes ☑ No___

Acreages:
Regular, not unreasonably large OK___ Too large___
Expedited, not over 500 acres OK ☑ Too large___

Is an annexed Island created? Ok ☑ Island-reject___

Does territory have a common boundary of 5% of perimeter?
Perimeter is 5,410.46 ' common boundary
is 4,601.37 '
Perimeter x 5% =_____
OK___ Rejected___

Are all roads Included? Yes___ No ☑

All Parcel #'s Included? Yes ☑ No___

Documents Needed:
Ordinance ☑
Resolution___
Description ☑
Plat ☑
Petition ☑
Proof Of Notice ☑
Expedited - Needs annexation agreement or CEDA

All answers must be Yes or OK to be approved

Thanks,

Tuscarawas Co. Map Office
125 E. High Ave.
New Philadelphia, Oh 44663

GIS-Map Annexation Checklist Date: _____

Type: Regular ___ Exp#1 ___ Exp#2 ☑ Exp#3 ___ Municipal ___

There Must be a place on the plat for this information
Township Date________ **City\Village** Date________ **County** Date________
Resolution #____ Ordinance # O-22-2022 Resolution #____

Adequate Description: Yes ___ No ___ **Plat:** Yes ☑ No ___

Acreages:
Regular, not unreasonably large OK ___ Too large ___
Expedited, not over 500 acres OK ☑ Too large ___

Is an **Island** created? Yes (rejected) ___ No ☑

Does territory have a common boundary of 5% of perimeter?
Perimeter is 5,410.46 ' common boundary is 4,601.37 '
Perimeter x 5% = 270.52
OK ___ Rejected ___

Are all Roads Included? Yes___ No☑ All Parcel #'s Included? Yes☑ No___
Are all Address Included? Yes___ No NA All Parcel Names Included? Yes___ No NA

Documents Needed: (write N/A where Applicable)
Ordinance ☑ Resolution___
Description ☑ Plat ☑
Petition ☑ Proof Of Notice ☑ (except Municipal)
Expedited - Needs annexation agreement or CEDA

Road Name Change? Yes___ No☑
If yes, Old Name: _____
New Name: _____

House Numbers need Changed? Yes___ No___
Note: BEFORE the Recording can be processed, we are requesting Copy's of the Letter Notifications verifying that the individuals were notified of the Address Change.
If yes, (Assigned by either City or GIS Dept) Once Council Approved Run Through for Address Change

Parcel #'s:	Old Address:	New Address:

City / Township Approval of Address Change: _____ Date: _____
Copy of Letter Notifications Attached:____

Approved By:
Map Office:____ Auditor's Office:____
Date:____ Date:____

Final Recording: (Map Office Use Only)
FINAL RECORDED DATE___________ PLATBOOK ____ PAGE____

Old Parcel #'s:			
New Parcel #'s:			

Additional Notes/Comments: _____

FORM rev'd 09/2012

VILLAGE OF STRASBURG
TUSCARAWAS COUNTY, OHIO
ORDINANCE NO. O-26A-2022

AN ORDINANCE STATING WHAT SERVICES THE VILLAGE WILL PROVIDE TO THE GRANDVIEW UNION CEMETERY UPON ANNEXATION

Whereas, the Village and Franklin Township jointly, though The Trustees of Grandview Union Cemetery, own said Cemetery, also known as Tuscarawas County Auditor tax parcel numbers 19-00397, 19-01153-000, 19-01157-000, 19-01196-000, 19-01197-000, 19-01744-000, 19-01745-000, 19-01746-000, and 19-01747-000, containing 13.789 acres, more or less, and being adjacent to the western boundary of the Village, and

Whereas, said Cemetery lies partly within and partly without the Village, and the Strasburg police department does not have jurisdiction to protect and make arrests in the part of the Cemetery not within the Village, thus leaving it virtually unprotected, and

Whereas, in order to procure police protection, the Trustees of Grandview Union Cemetery have submitted a petition for annexation of the foregoing parcels into the Village of Strasburg, for an Ohio Revised Code, Sec. 709.023 annexation, which petition will be submitted to the Board of Commissioners of Tuscarawas County, and

Whereas, annexation will not change the joint ownership or rights of appointment of Trustees by the Village and Township, and even though annexed, said Cemetery would also remain part of the Township,

Now Therefore, the Village Council of Strasburg, Ohio Ordains as follows:

That upon annexation, the Village shall provide police department protection within the Cemetery, maintain the public roadways providing access to the Cemetery, and provide other services that are usual and customary for occupants of the Village.

Wherefore, this Ordinance shall take effect and be in full force immediately upon its adoption by Council and approved by the Mayor. Further, Council declares that this ordinance, being reasonably necessary for the health, welfare, and safety of the Village of Strasburg, particularly as it permits the police department to provide police protection within the Cemetery for residents of the Village and Township and other visitors to said Cemetery, and to pose no delay in the annexation process, and should therefore be passed as an EMERGENCY, with the number of votes necessary to waive the three readings rule and adopt this measure as an EMERGENCY.

APPROVED: _____
STEVEN C. SMITH, MAYOR

DATE: July 5, 2022

ADOPTED as an EMERGENCY, with the number of votes necessary to waive the customary rules of passage and to pass as an EMERGENCY.

ATTEST: _____
JENNIFER MAHONEY, FISCAL OFFICER

September 6, 2022

I hereby certify that the foregoing document is a true and accurate copy of the original as on file in the Village Fiscal Officer's office at the Village of Johnstown, Ohio.

Jennifer Mahoney, Fiscal Officer

RECEIVED
SEP 16 2022
Tuscarawas County
Commissioners Office

TUSCARAWAS COUNTY, OHIO

PETITION SEEKING ANNEXATION OF PORTION OF GRANDVIEW UNION CEMETERY INTO VILLAGE OF STRASBURG, BY SOLE OWNER THEREOF, UNDER OHIO REVISED CODE, SEC. 709.023

The Board of Trustees of the Grandview Union Cemetery, pursuant to Ohio Revised Code, Sec. 709.023, and being the sole owners of certain territory sought to be annexed into the Village of Strasburg, though not to be detached from Franklin Township, do Petition and Request that the Board of Commissioners of Tuscarawas County approve annexation of the following parcels, known as Tuscarawas County Auditor tax parcel numbers 19-00397-000, 19-01153-000, 19-01157-000, 19-01196-000, 19-01197-000, 19-01744-000, 19-01745-000, 19-01746-000, and 19-01747-000, containing 13.789 acres, more or less, into the Village of Strasburg.

This Petition is accompanied by an accurate map of the annexation territory, a completed Tuscarawas County annexation checklist, and a list of parcels in the annexation territory and adjacent territory under Ohio Revised Code, Sec. 709.02(D).

Terrence L. Seeberger, 3475 Ridgewood Road, Akron, Ohio 44333 is appointed agent for the Petitioner, the Board of Trustees of the Grandview Union Cemetery.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Respectively submitted by the duly authorized President of the Board of Trustees

Board of Trustees of the Grandview Union Cemetery

8-11-22
DATE

By: Randy Fearon
President, Board of Trustees

Signed in my presence this 11th day of July, 2022, by the said RANDY FEARON, President of the Board of Trustees of the Grandview Union Cemetery.

Petition Circulator: DOUG HENSEL

APPENDIX TO ANNEXATION PETITION
SUBMITTED BY BOARD OF TRUSTEES
FOR GRANDVIEW UNION CEMETERY

Annexation territory parcels

Parcel No.	Owner/address
19-00397-000 19-01153-000 19-01157-000 19-01196-000 19-01197-000 19-01744-000 19-01745-000 19-01746-000 19-01747-000	All annexation parcels owned by the Trustees of the Grandview Union Cemetery, 224 North Bodmer Ave., Strasburg, Ohio 44680

Adjacent Parcels

Parcel No.	Owner/address
23-00435-000, 23-00946-000 23-00962-000, 23-01082-002 23-01104-000, 23-01105-000 23-01106-000	Seven parcels owned by Trustees of the Grandview Union Cemetery 224 North Bodmer Ave., Strasburg, Ohio 44680
19-00188-005	Clear As Mud, LLC, 111 North Wooster Ave., Strasburg, Ohio 44680
23-01082-000 23-01018-000	Board of Education of Strasburg – Franklin Local School District, 140 North Bodmer Ave., Strasburg, Ohio 44680
23-00951-000	The St. John United Church of Christ, 516 North Wooster Ave., Strasburg, Ohio 44680
23-00806-000	Robert E. Wolfe, 609 NW Maple Ave, Strasburg, Ohio 44680
23-00349-000	Jeffrey L. McGrath, 608 NW Maple Ave., Strasburg, Ohio 44680

23-01061-019	Timothy L. and Kimberly L. Martin, 610 NW Quinten Ave., Strasburg, Ohio 44680
19-01154-000	Trustees of Franklin Township, 145-7th Street NE, Strasburg, Ohio 44680
23-01074-014	Amanda L. Malcutt and Jerome D. Ady, 617 Amanda Ave. NW, Strasburg, Ohio 44680
23-01074-015	Janalyn M. Huffman, Trustee of the Janalyn M. Huffman Revocable Trust, 619 Amanda Ave. NW, Strasburg, Ohio 44680
19-01102-000	Bishop of the Columbus Diocese of the Roman Catholic Church 197 East Gay Street Columbus, Ohio 43215
23-00188-002 23-01074-000 23-01153-001 23-01197-001	Village of Strasburg, Ohio P. O. Box 58 224 North Bodmer Avenue Strasburg, Ohio 44680

90276.006 / 840137v1

TUSCARAWAS COUNTY, OHIO

ORC, SEC. 709.023(B)
NOTICE OF FILING OF ANNEXATION PETITION

To: Owners of real estate adjacent to proposed annexation territory; Clerk of Strasburg Village Council; Fiscal Officer of Franklin Township; and Clerk of Tuscarawas County Board of Commissioners

Take Notice that on September 16, 2022, a "Petition Seeking Annexation of Portion of Grandview Union Cemetery into Village of Strasburg, by Sole Owner Thereof, Under Ohio Revised Code, Sec. 709.023," was filed with the Clerk of the Board of Tuscarawas County Commissioners. A copy of said petition and map/legal description of annexation territory is attached hereto.

This notice is sent by certified mail, return receipt requested, or personal delivery to the aforesaid political subdivision representatives, and by ordinary mail to owners of adjacent properties.

9/16/2022
Date

Agent for petitioner

PERSONS NOTIFIED OF FILING
OF ANNEXATON PETITION UNDER ORC, SEC 709.023 (B)

Jennifer Mahoney, Clerk of Strasburg Village Council, 224 North Bodmer Ave., Strasburg, Ohio 44680

Tammy Spidell, Fiscal Officer of Franklin Township, 145-7th Street NE, Strasburg, Ohio 44280

Rhonda Jordan, Clerk of Tuscarawas County Board of Commissioners, 125 East High Ave., New Philadelphia, Ohio 44663

Trustees of the Grandview Union Cemetery, 224 North Bodmer Ave., Strasburg, Ohio 44680

Clear as Mud, LLC, III North Wooster Ave, Strasburg, Ohio 44680

Board of Education of Strasburg – Franklin Local School District, 140 North Bodmer Ave., Strasburg, Ohio 44680

The St. John United Church of Christ, 516 North Wooster Ave., Strasburg, Ohio 44680

Robert E. Wolfe, 609 NW Maple Ave., Strasburg, Ohio 44680

Jeffrey L. McGrath, 608 NW Maple Ave., Strasburg, Ohio 44680

Timothy L. and Kimberly L. Martin, 610 NW Quinten Ave., Strasburg, Ohio 44680

Amanda L. Malcutt and Jerome D. Ady, 617 Amanda Ave. NW, Strasburg, Ohio 44680

Janalyn M. Huffman, Trustee of the Janalyn M. Huffman Revocable Trust, 619 Amanda Ave. NW, Strasburg, Ohio 44680

Bishop of the Columbus Diocese of the Roman Catholic Church, 197 East Gay Street, Columbus, Ohio 43215

GEORGE A. FIEDLER & ASSOCIATES
CONSULTING ENGINEERS
POST OFFICE BOX 146 TELEPHONE 330/364-2122
DOVER, OHIO 44622

Associates
DONALD R. DUMMERMUTH
Professional Engineer
DANIEL R. DUMMERMUTH
Professional Engineer

Outer Boundary Description of
Grandview Union Cemetery Annexation
to
The Village of Strasburg, Ohio
10.118 Acres Tract and a 3.671 Acres Tract
9 May 2022

Situated in the Township of Franklin, County of Tuscarawas and State of Ohio, located in Township Ten (10), Range Three (3) of the United States Military Lands, being in the Southwest Quarter of Section 20 and all of a 0.063 of an acre tract, Tax Parcel No. 19-01744.000; being in the Southeast Quarter of Section 19, all of a 0.421 of an acre tract, Tax Parcel No. 19-01746.000, and all of a 0.229 of an acre tract, Tax Parcel No. 19-01153.000; and being in the Northeast Quarter of Section 22, part of a 0.754 of an acre tract, Tax Parcel No. 19-01745.000, all of a 0.560 of an acre tract, Tax Parcel No. 19-01157.000, part of a 2.909 acres tract, Tax Parcel No. 19-01747.000, part of a 5.507 acres tract, Tax Parcel No. 19-01196.000, part of a 2.316 acres tract, Tax Parcel No. 19-00397.000, and all of a 3.712 acres tract, Tax Parcel No. 19-01197.000, all conveyed to the Trustees of the Grandview Union Cemetery by Warranty Deed recorded in Official Records (O.R.) Volume 1626, Page 5843 of the Tuscarawas County Deed Records, and being more fully described as follows:

Annexation Tract 1

Beginning at an iron pin found at the northeast corner of the Northeast Quarter of Section 22, at the southeast corner of the Southeast Quarter of Section 19, at the southwest corner of said 0.063 of an acre tract, at the southeast corner of said 0.421 of an acre tract and on the present day Village of Strasburg corporation line ;

thence from said beginning iron pin found and proceeding along the dividing line between said sections, along the south boundary line of

said 0.421 of an acre tract, the north boundary line of a second 0.754 of an acre tract also conveyed to the Trustees of the Grandview Union Cemetery in said volume and page and the first said 0.754 of an acre tract, and the present day Village of Strasburg corporation line, North 85 -30'-01" West, 221.00 feet to a point;

thence leaving the dividing line between said sections, the south boundary line of said 0.421 of an acre tract and the north boundary line of first said 0.754 of an acre tract, continuing along said present day Village of Strasburg corporation line, and proceeding across first said 0.754 of an acre tract, said 2.909 acres tract, said 5.507 acres tract, and said 2.316 acres tract, South 4 -18'-22" West, 742.37 feet to a point on the south boundary line of said 2.316 acres tract and at the northeast corner of a 22.952 acres tract conveyed to the Board of Education of the Strasburg - Franklin Local School District by deed recorded in O.R. Volume 1062, Page 1409 of the said county's deed records;

thence continuing along said present day Village of Strasburg corporation line and proceeding along the south boundary line of said 2.316 acres tract and the north boundary line of said 22.952 acres tract, North 85 -31'-27" West, 163.92 feet to an iron pin found at the southwest corner of said 2.316 acres tract and at the southeast corner of a 3.760 acres tract also conveyed to the Trustees of the Grandview Union Cemetery in said volume and page;

thence leaving the north boundary line of said 22.952 acres tract, continuing along said present day Village of Strasburg corporation line and proceeding along the west boundary line of said 2.316 acres tract and the east boundary line of said 3.760 acres tract, North 4 -17'-26" East, 280.24 feet to an iron pin found at the northwest corner of said 2.316 acres tract, on the south boundary line of said 5.507 acres tract and at the northeast corner of said 3.760 acres tract;

thence continuing along said present day Village of Strasburg corporation line and proceeding along the south boundary line of said 5.507 acres tract and the north boundary line of said 3.760 acres tract, North 85 -30'-01" West, 618.71 feet to an iron pin found at the southwest corner of said 5.507 acres tract, at the northwest corner of said 3.760 acres tract, at the southeast corner of said 3.712 acres tract and on the south boundary line of a 50 foot wide Public Street known as Tiger Drive, N.W.;

thence continuing along said present day Village of Strasburg corporation line and proceeding along the south boundary line of said 3.712 acres tract and the east boundary line of said Tiger Drive, North

85 -30'-1" West, 2.23 feet to an iron pin found at an interior corner of the said 3.712 acres tract;

thence continuing along said present day Village of Strasburg corporation line and the east boundary line of said Tiger Drive and proceeding along an interior boundary line of said 3.712 acres tract the following two courses:

1) with a curve to the right having a radius of 267.91 feet, a central angle of 11 -49'-12", an arc length of 55.27 feet, a degree of curve of 21.38621 and a chord length of 55.17 feet bearing North 0 -41'-15" West to an iron pin found;

2) thence North 5 -13'-20" East, 407.28 feet to an iron pin found on the north boundary line of said 3.712 acres tract, at the southwest corner of said 0.229 of an acre tract and on the dividing line between Section 22 and Section 19;

thence continuing along said present day Village of Strasburg corporation line and the east boundary of said Tiger Drive and proceeding along the west boundary line of said 0.229 acres tract, North 5 -13'-20" East, 51.29 feet to a point at the northwest corner of said 0.229 of an acre tract and on the south boundary line of Sixth Street, N.W. / Dundee - Strasburg Road;

thence continuing along said present day Village of Strasburg corporation line and the south boundary line of said Sixth Street / Dundee - Strasburg Road, South 85 -30'-01" East, 195.11 feet to a point at the northeast corner of said 0.229 of an acre tract and at the northwest corner of Lot No. 400 in Foote's Highland Park Addition to the Village of Strasburg recorded in Plat Book 7, Page 55 of the said county's plat records also conveyed to the Trustees of the Grandview Union Cemetery in said volume and page;

thence continuing along said present day Village of Strasburg corporation line and proceeding along the east boundary line of said 0.229 of an acre tract and the west boundary line of said Lot No. 400, South 6 -29'-31" West, 51.32 feet to an iron pin found at the southeast corner of said 0.229 of an acre tract, at the southwest corner of said Lot No. 400, on the north boundary line of said 2.909 acres tract and on the dividing line between Section 19 and Section 22;

thence continuing along said present day Village of Strasburg corporation line and proceeding along the north boundary line of said 2.909 acres tract, a 0.560 of an acre tract also conveyed to the Trustees of the Grandview Union Cemetery in said volume and page, and

first said 0.754 of and acre tract, the south boundary line of said 0Lot No. 400 and the said dividing line between the sections; South 85 -30'-01" East, 440.26 feet to a point at the southeast corner of said Lot No. 400 and at the southwest corner of said 0.421 of an acre tract;

thence leaving the north boundary line of the first said 0.754 of an acre tract and said dividing line between the sections, continuing along said present day Village of Strasburg corporation line and proceeding along the east boundary line of said Lot No. 400 and the west boundary line of said 0.421 of an acre tract, North 30 -20'-59" East, 56.99 feet to a point at the northeast corner of said Lot No. 400, at the northwest corner of said 0.421 of an acre tract, and on the south boundary line of Sixth Street, N.W.;

thence continuing along the said present day Village of Strasburg corporation line and proceeding along the north boundary line of said 0.421 of an acre tract and the south boundary line of Sixth Street, N.W. South 85 -30'-01" East, 344.98 feet to a point at the northeast corner of said 0.421 of an acre tract, at the northwest corner of said 0.063 of an acre tract and on the boundary line between Section 19 and Section 20;

thence continuing with the present day Village of Strasburg corporation line and proceeding with the boundary lines of the said 0.063 of an acre tract the following three courses:

1) South 85 -30'-01" East, 19.86 feet to a point;

2) thence South 60 -27'-37" East, 44.47 feet to a point;

3) thence South 1 -48'-22" West, 32.50 feet to a point at the southeast corner of said 0.063 of an acre tract and at the northeast corner of a 0.345 of an acre tract also conveyed to the Trustees of the Grandview Union Cemetery by deed recorded in said volume and page and on the section line dividing Section 21 and Section 20.

thence continuing with the present day Village of Strasburg corporation limit and proceeding with the south boundary line of said 0.063 of an acre tract, the north boundary line of the said 0.345 of an acre tract and the dividing line between said sections, North 85 -30'-01" West, 61.50 feet to the point of beginning containing 10.118 acres of which 0.063 of an acre is all of the 0.063 of an acre tract, 0.421 of an acre is all of the 0.421 of an acre tract, 0.229 of an acre is all of the 0.229 of an acre tract, 0.666 of an acre is out of the 0.754 of an acre tract, 0.560 of an acre is all of the 0.560 of an acre

tract, 2.678 acres is out of the 2.909 acres tract, 4.405 acres is out of the 5.507 acres tract, 1.055 acres is out of the 2.316 acres tract, and 0.041 of an acre is out of the 3.712 acres tract.

Annexation Tract 2

Beginning at a point at the northwest corner of the said 3.712 acres tract, at the northeast corner of a 2.00 acres tract conveyed to the Bishop of the Columbus Diocese of the Roman Catholic Church by deed recorded in Volume 213, Page 100 of the said county's deed records, in the road right-of-way of the Dundee – Strasburg Road on the dividing line between Section 22 and Section 19 and on the present day Village of Strasburg corporation line, said point being along the said dividing line between the sections, North 85 -30'-01" West, 1,403.85 feet from an iron pin found at the northeast corner of the Northeast Quarter of Section 22 and at the southeast corner of the Southeast Quarter of Section 19;

thence from said beginning point and proceeding with the north boundary line of said 3.712 acres tract, the dividing line between said sections and the present day Village of Strasburg corporation line, South 85 -30'-01" East, 349.62 feet to a point at an interior corner of the said 3.712 acres tract and on the west boundary line of Tiger Drive;

thence leaving the dividing line between the said sections, continuing with the present day Village of Strasburg corporation line and proceeding along an interior boundary line of said 3.712 acres tract and the west boundary line of Tiger Drive the following two courses;

1) South 5 -13'-20" West, 406.65 feet to an iron pin found;

2) thence with a curve to the left having a radius of 317.91 feet, a central angle of 10 -03'-27", an arc length of 55.80 feet, a degree of curve of 18.02264 and a chord length of 55.73 feet bearing South 0 -11'-37" West to an iron pin found at an interior corner on the south boundary line of the said 3.712 acres tract, on the west boundary line of Tiger Drive and at the northeast corner of a 5.001 acres tract conveyed to Clear as Mud, LLC by deed recorded in O.R. Volume 1629, Page 4064 of the said county's deed records;

thence leaving the west boundary of said Tiger Drive and the present day Village of Strasburg corporation line and proceeding along the south boundary line of the said 3.712 acres tract and the north boundary line of the said 5.001 acres tract, North 85 -30'-01" West,

346.89 feet to an iron pin found at the southwest corner of said 3.712 acres tract and at the southeast corner of said 2.00 acres tract;

thence leaving the north boundary line of the said 5.001 acres tract and proceeding along the west boundary line of the said 3.712 acres tract and the east boundary line of the said 2.00 acres tract, North 4°-16'-44" East, 462.20 feet to the point of beginning, containing 3.671 acres of which all 3.671 acres is out of the 3.712 acres tract.

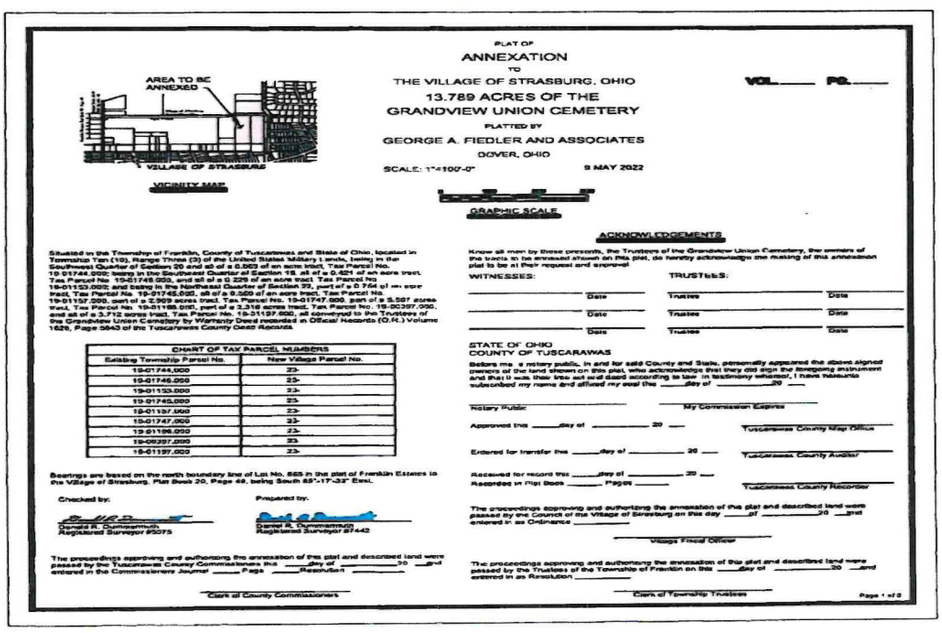
Bearings are based on the north boundary line of Lot No. 865 in the plat of Franklin Estates to the Village of Strasburg recorded in Plat Book 20, Page 49 of the Tuscarawas County Plat Records, said bearing being South 85°-17'-33" East. All other bearings are from angles and distances measured in the field.

The above description was written based upon a field survey performed in the field during February 2021.

Donald R. Dummermuth
Checked by
Donald R. Dummermuth
Registered Surveyor #5075

Daniel R. Dummermuth
Prepared by
Daniel R. Dummermuth
Registered Surveyor #7442

STATE OF OHIO
DANIEL R. DUMMERMUTH
7442
REGISTERED
PROFESSIONAL SURVEYOR



PLAT OF
ANNEXATION
TO
THE VILLAGE OF STRASBURG, OHIO
13.789 ACRES OF THE
GRANDVIEW UNION CEMETERY
PLATTED BY
GEORGE A. FIEDLER AND ASSOCIATES
DOVER, OHIO
SCALE: 1"=100'-0" 9 MAY 2022

VOL.____ PG.____

AREA TO BE ANNEXED
VILLAGE OF STRASBURG
VICINITY MAP

GRAPHIC SCALE

Situated in the Township of Franklin, County of Tuscarawas and State of Ohio, located in Township Ten (10), Range Three (3) of the United States Military Lands, being in the Southwest Quarter of Section 29 and all of a 0.002 of an acre tract, Tax Parcel No. 19-01744.000; being in the Southeast Quarter of Section 19, all of a 0.821 of an acre tract, Tax Parcel No. 19-01746.000, and all of a 0.229 of an acre tract, Tax Parcel No. 19-01153.000, in the Northeast Quarter of Section 29, part of a 0.794 of an acre tract, Tax Parcel No. 19-01745.000, all of a 0.320 of an acre tract, Tax Parcel No. 19-01197.000, part of a 2.923 acres tract, Tax Parcel No. 19-01747.000, part of a 5.587 acres tract, Tax Parcel No. 19-01198.000, part of a 3.318 acres tract, Tax Parcel No. 19-00397.000, and all of a 3.712 acres tract, Tax Parcel No. 19-01197.000, all conveyed to the Trustees of the Grandview Union Cemetery by Warranty Deed recorded in Official Records (O.R.) Volume 1826, Page 5843 of the Tuscarawas County Deed Records.

CHART OF TAX PARCEL NUMBERS	
Existing Township Parcel No.	New Village Parcel No.
19-01744.000	23-
19-01746.000	23-
19-01153.000	23-
19-01745.000	23-
19-01197.000	23-
19-01747.000	23-
19-01198.000	23-
19-00397.000	23-
19-01197.000	23-

Bearings are based on the north boundary line of Lot No. 865 in the plat of Franklin Estates to the Village of Strasburg, Plat Book 20, Page 49, being South 85°-17'-33" East.

Checked by:
Donald R. Dummermuth
Registered Surveyor #5075

Prepared by:
Daniel R. Dummermuth
Registered Surveyor #7442

The proceedings approving and authorizing the annexation of this plat and described land were passed by the Tuscarawas County Commissioners this ____day of _____20 ___and entered in the Commissioners Journal ____ Page ____Resolution _____

Clerk of County Commissioners

ACKNOWLEDGEMENTS

Know all men by these presents, the Trustees of the Grandview Union Cemetery, the owners of the lands to be annexed shown on this plat, do hereby acknowledge the making of this annexation plat to be at their request and approval

WITNESSES: TRUSTEES:

_____ Date _____ Trustee _____ Date
_____ Date _____ Trustee _____ Date
_____ Date _____ Trustee _____ Date

STATE OF OHIO
COUNTY OF TUSCARAWAS

Before me, a notary public, in and for said County and State, personally appeared the above signed owners of the land shown on this plat, who acknowledge that they did sign the foregoing instrument and that it was their free act and deed according to law. In testimony whereof, I have hereunto subscribed my name and affixed my seal this ____day of _____20 ___

Notary Public My Commission Expires

Approved this ____day of _____ 20 ___ Tuscarawas County Map Office

Entered for transfer this ____day of _____ 20 ___ Tuscarawas County Auditor

Received for record this ____day of _____ 20 ___
Recorded in Plat Book _____ Pages _____ Tuscarawas County Recorder

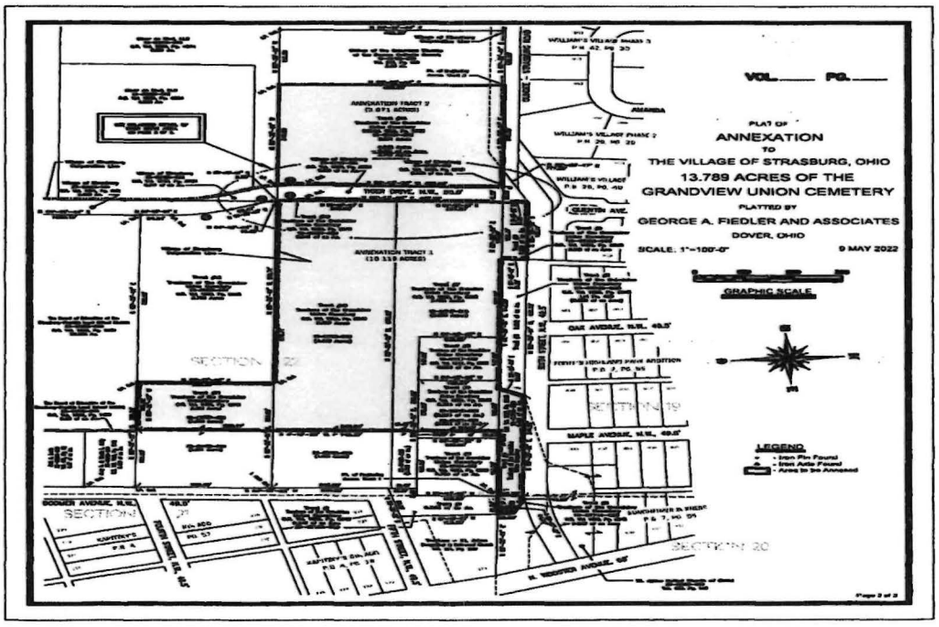
The proceedings approving and authorizing the annexation of this plat and described land were passed by the Council of the Village of Strasburg on this day ____of _____20 ___and entered in an Ordinance _____

Village Fiscal Officer

The proceedings approving and authorizing the annexation of this plat and described land were passed by the Trustees of the Township of Franklin on this ____day of _____20 ___and entered in as Resolution _____

Clerk of Township Trustees

Page 1 of 2


VOL.____ PG.____
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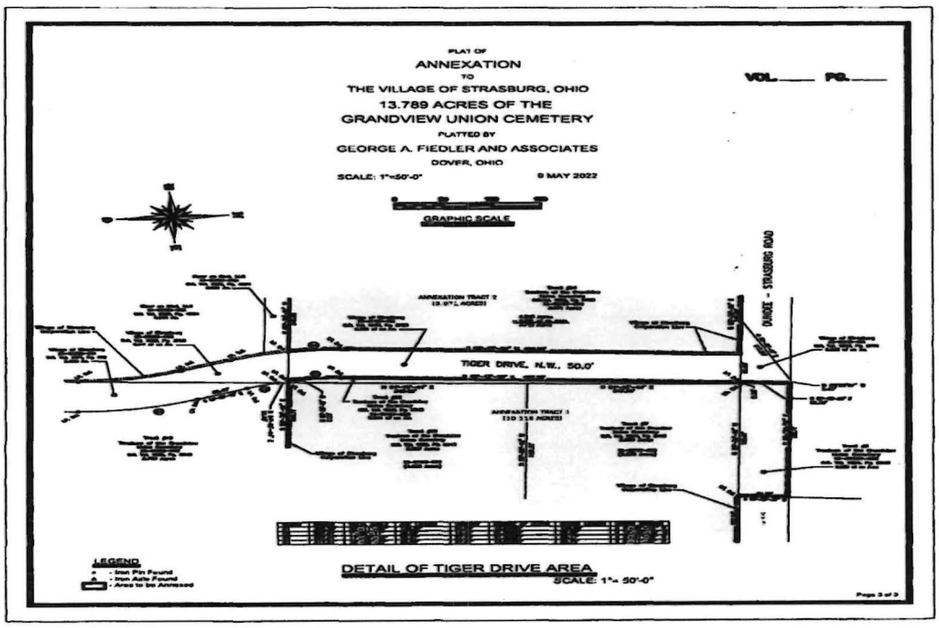
13.789 ACRES OF THE
GRANDVIEW UNION CEMETERY
PLATTED BY
GEORGE A. FIEDLER AND ASSOCIATES
DOVER, OHIO
SCALE: 1"=100'-0"
9 MAY 2022
GRAPHIC SCALE
LEGEND
SECTION 22
SECTION 19
SECTION 20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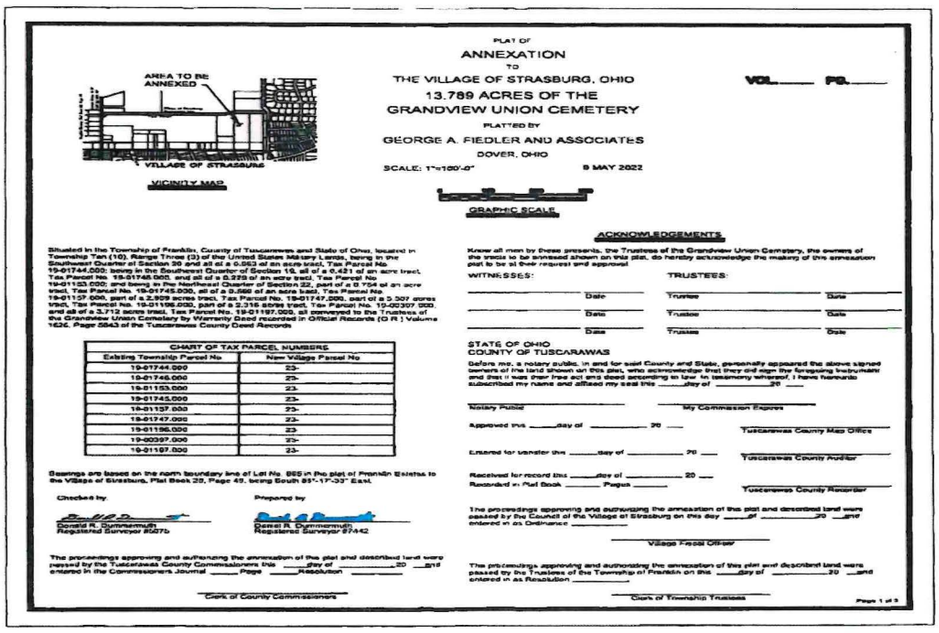
PLATTED BY
GEORGE A. FIEDLER AND ASSOCIATES
DOVER, OHIO
SCALE: 1"=50'-0"
9 MAY 2022
VOL.____ PG.____
GRAPHIC SCALE
TIGER DRIVE, N.W., 50.0'
DOVER - STRASBURG ROAD
LEGEND
DETAIL OF TIGER DRIVE AREA
SCALE: 1"= 50'-0"



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AREA TO BE ANNEXED
VILLAGE OF STRASBURG
VICINITY MAP

GRAPHIC SCALE

Situated in the Township of Franklin, County of Tuscarawas and State of Ohio, located in Township Ten (10), Range Three (3) of the United States Military Lands, being in the Southwest Quarter of Section 30 and all of a 0.062 of an acre tract, Tax Parcel No. 19-01744.000; being in the Southwest Quarter of Section 19, all of a 0.421 of an acre tract, Tax Parcel No. 19-01746.000, and all of a 0.229 of an acre tract, Tax Parcel No. 19-01153.000; and being in the Northwest Quarter of Section 22, part of a 0.754 of an acre tract, Tax Parcel No. 19-01745.000, all of a 0.566 of an acre tract, Tax Parcel No. 19-01137.000, part of a 2.929 acres tract, Tax Parcel No. 19-01747.000, part of a 2.307 acres tract, Tax Parcel No. 19-01196.000, part of a 2.316 acres tract, Tax Parcel No. 19-00397.000, and all of a 3.712 acres tract, Tax Parcel No. 19-01197.000, all conveyed to the Trustees of the Grandview Union Cemetery by Warranty Deed recorded in Official Records (O R) Volume 1632, Page 5843 of the Tuscarawas County Deed Records

CHART OF TAX PARCEL NUMBERS

Existing Township Parcel No.	New Village Parcel No.
19-01744.000	23-
19-01746.000	23-
19-01153.000	23-
19-01745.000	23-
19-01137.000	23-
19-01747.000	23-
19-01196.000	23-
19-00397.000	23-
19-01197.000	23-

Bearings are based on the north boundary line of Lot No. 865 in the plat of Franklin Estates to the Village of Strasburg, Plat Book 29, Page 49, being South 89°-17'-39" East.

Checked by
Donald R. Dammermuth
Registered Surveyor #7075

Prepared by
Daniel R. Dammermuth
Registered Surveyor #7442

The proceedings approving and authorizing the annexation of the plat and described land were passed by the Tuscarawas County Commissioners this ____day of _____20 ___and entered in the Commissioners Journal _____ Page _____Resolution _____

Clerk of County Commissioners

ACKNOWLEDGEMENTS

Know all men by these presents, the Trustees of the Grandview Union Cemetery, the owners of the tracts to be annexed shown on this plat, do hereby acknowledge the making of this annexation plat to be at their request and approval

WITNESSES: TRUSTEES:

	Date	Trustee	Date
	Date	Trustee	Date
	Date	Trustee	Date

STATE OF OHIO
COUNTY OF TUSCARAWAS

Before me, a notary public, in and for said County and State, personally appeared the above signed owners of the land shown on this plat, who acknowledge that they did sign the foregoing instrument and that it was their free act and deed according to law. In testimony whereof, I have hereunto subscribed my name and affixed my seal this _____day of _____20 ___

Notary Public My Commission Expires

Approved this _____day of _____ 20 ___ Tuscarawas County Map Office

Entered for transfer this _____day of _____ 20 ___ Tuscarawas County Auditor

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Village Fiscal Officer

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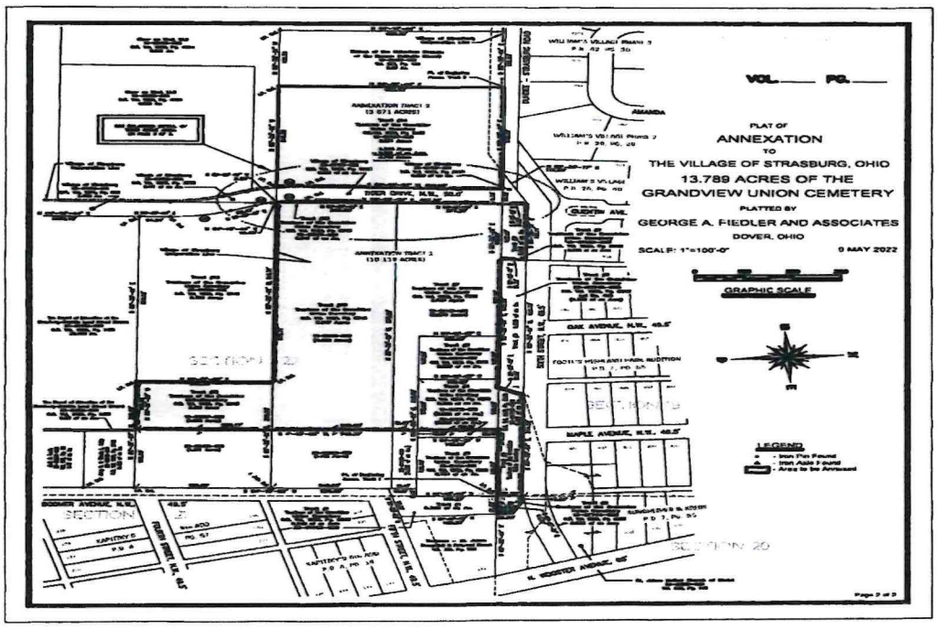
Clerk of Township Trustees

Page 1 of 2



VOL.____ PG.____

PLAT OF
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13.789 ACRES OF THE
GRANDVIEW UNION CEMETERY
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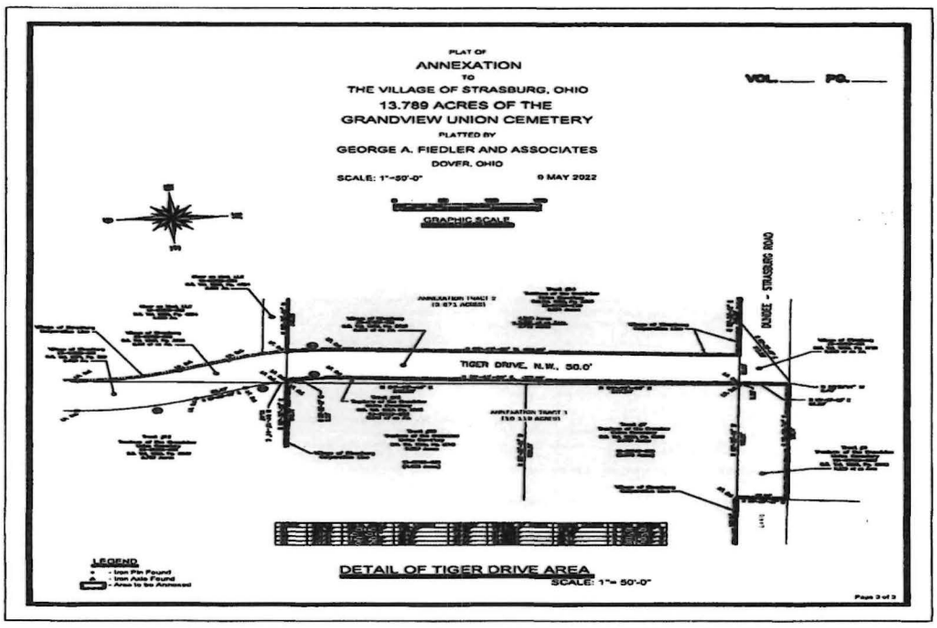
GEORGE A. FIEDLER AND ASSOCIATES
DOVER, OHIO
SCALE: 1"=100'-0" 9 MAY 2022

GRAPHIC SCALE

LEGEND
- Iron Pin Found
- Iron Axle Found
- Area to be Annexed

Page 2 of 2



VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (829-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PUBLIC LIBRARY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Public Library in the amount of $100,000.00:

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT

THIS TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio ("County"), and **TUSCARAWAS COUNTY PUBLIC LIBRARY** ("Recipient").

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents ($17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding to local non-profit organizations to assist with remediating the implications of COVID-19 on Tuscarawas County and its residents; and,

WHEREAS, Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

Tuscarawas County Public Library.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Recipient. The Project Consultant shall act as Recipient's contact at the County and Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Recipients questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient a County Grant in an amount not to exceed one hundred thousand dollars ($100,000) ("Grant Amount"). The Grant Amount shall be distributed to on a monthly reimbursement basis. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Recipient for expenditures in a reasonable timeframe.

Recipient hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the County.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient's application for the County Grant, Recipient has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 10.

If Recipient needs to procure materials or services, Recipient shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient has any questions regarding the procurement requirements, Recipient shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C The Ineligible Expenditures are expenses in which Recipient is not permitted to use the County Grant on, and if Recipient expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 10. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deems relevant and related to the use of the County Grant. If requested, Recipient or the Recipient's designee shall provide such documentation within seven (7) days. If Recipient or Recipient's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expensed, in their entirety, by December 31, 2026.

ARTICLE 7. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is duly organized, and validly existing under the laws of the State of Ohio;
2) Recipient is properly registered with Tuscarawas County as a vendor;
3) Recipient is properly registered at SAM.gov and has an active UEI number;
4) Recipient is not disbarred from receiving federal funding;
5) Recipient is required to provide their W-9

In the event Recipient's representations under this Article 7 are discovered to be untrue, Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 9. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

B. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow County to inspect applicable, confidential records.

C. Recipient agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 10. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient's assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.
6. If Recipient defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient hereunder, Recipient shall repay to County within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 11. INDEMNIFICATION.

Recipient shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 13. POLITICAL CONTRIBUTIONS.

Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 14. RECORDS AND RETENTION.

Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 15. TAX REPRESENTATION.

Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to Tuscarawas County and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 16. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.

D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.

E. Waiver. A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.

F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.

G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by

IN WITNESS WIIEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY PUBLIC LIBRARY

By:_____

Print Name: _____

Its: _____

TUSCARAWAS COUNTY, OHIO

_____
County Consultant

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Robert Stephenson II, Assistant Prosecuting Attorney

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

October 3, 2022

Journal 85 Pg. 585

Commissioner of Tuscarawas County

10/3/2022
Date

Commissioner of Tuscarawas County

10/3/2022
Date

Commissioner of Tuscarawas County

10/3/2022
Date

EXHIBIT A

PROJECT ACTIVITIES

ARPA funds would be used to purchase new cameras, servers, switches & software licenses needed to replace outdated security camera systems with a newer WAVE security camera system. The original system was installed in 2014 and is a mix of Geovision and Synology systems. This replacement for the new security system is comprised of six buildings across the County including:

1. New Philadelphia Mobile Services Branch
2. Strasburg Branch
3. Sugarcreek Branch
4. Tuscarawas Branch
5. Bolivar Branch
6. Main Library

The benefit of this project is that it allows for increased safety for Tuscarawas County residents, library patrons & staff. It also gives added protection against theft of materials which is both a cost and inconvenience to TCPL patrons. An additional benefit would be to police, fire and other EMS, as they would be able to safely view footage of the buildings in the case of an emergency.

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EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under $10,000	Can be purchased directly from identified vendor	• Select the vendor of your choice • SAVE all contracts and receipts
$10,000 - $50,000	Requires at least three quotes	• Contact three qualified vendors to provide quotes • Select the "lowest and best" bid - work with your consultant if unsure
Above $50,000	Requires either Competitive Sealed Bid or Competitive Proposal	• Prepare RFP or RFQ documents • Must receive at least three responses from qualified vendors • Select the "lowest and best" bid - work with your consultant, if you are unsure • Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding.

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EXHIBIT C

ELIGIBLE EXPENDITURE

ELIGIBLE EXPENDITURES:
Per the US Treasury Guidelines and Recipient's application, the County Grant may only be used for the following purposes:

- The purchase and installation of new cameras, servers, switches, and software licenses for the security system.

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

EXHIBIT D

MONTHLY REPORT FORM

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT OF 2021
ELIGIBLE PROJECT EXPENSES REIMBURSEMENT FORM

Organization Name	
Street Address	
Engineer/Zip	
Project ID	

Spreadsheets must be submitted electronically through Sherrie website provided by the County. Spreadsheets alone are not sufficient. Copies of supporting documentation (proof of payment and invoices) of eligible expenditures must be submitted. No payments will be made without adequate supporting documentation.

PROJECT REIMBURSEMENTS

	Amount	Payment ID/Check Number	Payment/Check Date (MM/DD/YY)	Invoice Date (MM/DD/YY)	Invoice Number	Vendor Name	Procurement Method	Total Due for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
							Total	

Is this the final project payment? Y/N		Project Award Amount	
Are all expenses requested for reimbursement in accordance with approved Project Agreement? Y/N		Amount Already Received	
Date Project Completed (if applicable)		Amount Requested from Above	$00
		Award Amount Remaining	$00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (830-2022) **PAY BILLS**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve payment for the following bills:

Meeting Date 10/3/2022

Clerk of Courts			
Independence Business Supply	Supplies	$45.00	
			$45.00
Commissioners			
Vasco Asphalt Co	Seal Parking Lot @ Sheriff's Office	$14,741.00	
Pitt's Fire Extinguisher	Services	$280.00	
Total First Aid	Supplies	$41.40	
Jimmy Hitchcock	Humane Agent Salary/Sept 2022	$500.00	
Dominion Energy	Service	$214.78	
Dominion Energy	Service	$727.94	
Dominion Energy	Service	$206.95	
Terminix	Annual Pest Control	$676.92	
Go Shred	Shredding Services	$150.00	
Frontier	Service	$226.22	
Frontier	Service	$61.43	
Frontier	Service	$226.22	
Frontier	Service	$1,131.31	
Graphic Enterprises	Billable Copies	$94.37	
Bridges Excavating	Catch Basin Repairs	$1,346.48	
Bridges Excavating	Catch Basin Repairs	$3,333.52	
			$23,958.54
Common Pleas			
MNJ Technologies	Computer Replacement	$808.00	
Elizabeth Stephenson	Reimb/CLE Registration	$60.00	
			$868.00
Community Corrections			
Verizon Wireless	Cell Phone Service	$325.68	
Psychological & Family Consultants	Assessments/Evaluations	$425.50	
Tusc Co Sheriff's Office	Gas	$218.36	
First Communications	Long Distance	$16.52	
Ohio AMS	Electronic Monitoring/Drug Testing	$25,198.00	
			$26,184.06
Dog Pound			
American Electric Power	Service	$394.97	
Verizon Wireless	Service (2 mo.)	$70.20	
Frontier	Service	$88.20	
			$553.37
Emergency Management			
US Bank Equipment Finance	Copier Lease	$98.58	
Verizon Wireless	Cell Phone Service	$189.97	
Verizon Wireless	Cell Phone Service	$13.17	
			$301.72
Employee Dress Down Day Fund			
American Diabetes Assoc	Dress Down Day	$207.00	
			$207.00
Engineer			
Asphalt Materials Inc	Mat'l per bid	$12,964.97	
Southeastern Equipment Co	Repairs/Parts	$2,471.37	
Snyder Brothers	Repairs Parts	$260.31	
			$15,696.65
Job & Family Services			
John Derry	Supervised Visits	$360.00	

American Electric Power	FACES/Electric	$433.25	
Lighthouse Family Center	FACES/Evaluation	$400.00	
Ohio CSPC	Recoupment	$8.16	
Derek & Savannah McCune	Transportation	$120.00	
Dr Nicholas Varrati MD	Drug Screens	$175.00	
Tusc Co Family & Children First	FY 2023 JFS MSY Funding	$16,475.90	
			$17,972.31
Public Defender			
Staples Credit Plan	Supplies	$1,187.24	
Wells Fargo Financial Leasing	Contract Copier	$45.00	
Frontier Communications	Service/Juvenile Division	$407.50	
TIAA Commercial Finance	Contract Copier	$241.94	
Tusc Co Commissioners	Lease	$1,381.45	
Treasurer Tusc Co	Cost Allocation	$1,768.75	
			$5,031.88
Sheriff			
Model Uniforms	Uniform Cleaning	$100.00	
Arney Automotive	Cruiser Repairs	$977.65	
Bob's Mowing and Landscape	Mowing & Landscaping	$800.00	
NP Fire Dept	Inmate Medical Transport	$314.00	
World Fuel Services	Gasoline	$12,925.08	
Arney Automotive	Cruiser Repairs	$892.84	
			$16,009.57
Southern Court			
Verizon	Service	$156.39	
Charter Communications	Service	$571.27	
			$727.66
Verizon			
AloNovus Corp	Employment Ad	$184.00	
			$184.00
Water & Sewer			
Tuscarawas Utilities	Water Purchased for Resale	$2,655.35	
Frontier	Service	$66.92	
Haueter Landscaping	Mowing	$400.00	
Flickinger Piping	Maint/Repairs	$1,350.00	
Ag-Pro Ohio	Maint/Repairs	$714.39	
Charles Rewinding	Equipment	$2,804.00	
Hydraflo Inc	Materials & Supplies	$61.00	
Charter Communications	Utilities	$99.99	
American Electric Power	Service	$334.48	
American Electric Power	Service	$170.51	
Frontier	Service	$55.06	
Tuscarawas Utilities	Sewage Disposal	$3,082.57	
Diversified Engineering	MC High St Sewer Replacement	$2,000.00	
US Post Office Zoar	Stamps	$146.80	
			$13,941.07
	GRAND TOTAL		$121,680.83

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (831-2022) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:53 a.m. to meet in Regular session Wednesday, the 5th day of October, 2022.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, 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

Kerry Metzger

Al Landis

Attest: Rhonda Jordan
Clerk