

June 26, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. *Ethan Zucal, Muskingum Watershed Conservancy District Recognition*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (2)

Approve Transfer of Funds (1)

Approve Proposal – Dog Pound Masonry & Dog Kennel Renovation

Approve Cancellation of July 26 & August 16 Meetings

Rescind Resolution (515-2023) – Stipend for Veterans Service Commission

Approve Purchase Contract – Zoar Outpost - Engineer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
MONDAY, THE 26th DAY OF JUNE, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (525-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the June 21, 2023 meeting as written.

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

RESOLUTION (526-2023) BEFORE/AFTER EXPENDITURES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following before/after expenditures:

VENDOR	OFFICE	AMOUNT
Union Hospital	Sheriff's Office	\$114.00
Southeastern Equipment Co	Engineer's Office	\$2,543.48

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

RESOLUTION (527-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	E-1300-P300-P16	E-1300-P000-P19	\$5,550.00	Cover Enterprise Fleet Management (trucks) and U.S. Bank Equipment (copier)
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$13,053.00	Coverage for additional projects that were added to the capital list

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

RESOLUTION (528-2023) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Community Corrections	E-1780-T032-T01	E-1780-T032-T11	\$148.84	Balance the insurance line in this fund

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

RESOLUTION (529-2023) APPROVE PROPOSAL – DOG POUND – MASONRY & DOG KENNEL RENOVATION – BENCHMARK CONSTRUCTION

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following proposal submitted by Benchmark Construction in the amount of \$15,500.00 to install masonry wall and install four new dog kennels in addition to Option #1 for \$1,930.00 for a total of \$17,430.00:



BENCHMARK CONSTRUCTION

2422 East High Avenue
New Philadelphia, Ohio 44663

(330) 339-6882
FAX (330) 339-6076

PROPOSAL

Tuscarawas County Dog Pound
1715 Tech Park Dr. NE
New Phila, Ohio 44663
330.339.2616

June 20, 2023
Est. # 23E023R1

Re: Dog Pound Masonry & Dog Kennel Renovation

Dear Ken,

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

Install a 17' Masonry wall to separate the Dog Kennel area with a new 3'x 6'-7" HM door & Frame. Wall height to be 8'6" down to 6'-8" to match existing roof slope.
Install one (1) row of 5-1/2" masonry blocks on top of the interior wall to allow wall to reach the ceiling tile.
Remove and re-install four (4) new chain link dog kennels. Layout, sizing, doors, etc. to be as they currently are. Existing 10 kennels to remain as is.
Remove all materials off site.

Excludes building permits & Tax
Excludes painting of masonry block

For the Total Sum not to exceed -- \$15,500.00

Price is only good for 30 Days.

All of the above work to be completed in a substantial workmanlike manner for the total sum of \$15,500.00 Dollars
Fifteen Thousand Five Hundred Dollars & No/100

Payments to be made each month as the work progresses to the value of ONE HUNDRED PERCENT per cent of all work completed. The entire amount of the contract is to be paid within 30 days after substantial completion. 1.12 % per month will be charged on unpaid invoices 30 days after date of invoice.
Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. The contractor agrees to carry Workman's Compensation and Public Liability Insurance, also pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

OPTION #1 - Add air duct plenum through interior masonry wall, before install 5-1/2" coursing on top. **ADD \$1,930.00** to the Base Price above. All other parameters remain the same.

Respectfully submitted,
BENCHMARK CONSTRUCTION
2422 EAST HIGH AVE.
NEW PHILADELPHIA, OHIO 44663

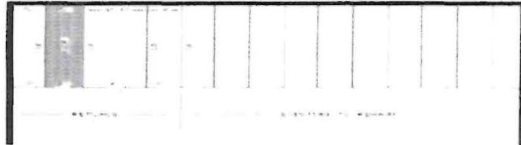
ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date 6/20/2023

Page #1

See Detail below for Kennel layout



*Shaded area represents the one kennel with the chain link roof.

Page #2

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

DISCUSSION: DOG POUND – Commissioner Abbuhl stated there has been a lot of work done out there, and Crystal DiGenova, Dog Pound Manager, has made sure the renovations that have been needed done for years is getting completed and it looks very nice out there.

RESOLUTION (530-2023) CANCEL MEETINGS – JULY 26 & AUGUST 16, 2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis to cancel the meetings to be held Wednesday, July 26, 2023, and August 16, 2023 due to scheduling issues.

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

RESOLUTION (531-2023) RESCIND RESOLUTION (515-2023) STIPEND FOR VETERANS SERVICE COMMISSION

It was moved by Commissioner Zemis, and seconded by Commissioner Ress, to rescind Resolution (515-2023) Stipend for Veterans Service Commission contingent upon further review and clarification.

Clerk stated this Resolution was rescinded due to language in the request not being clear. There will be a new request letter issued for a future meeting.

Commissioner Abbuhl added the request letter was showing there was increases in a certain amount. It was assumed those were monthly payments and that was inaccurate, so it did not reflect what the resolution should have read. We will be doing another resolution to correct this so we can identify what the monthly stipend will be.

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

DISCUSSION: PURCHASE CONTRACT – ZOAR OUTPOST – *Joe Bachman, County Engineer, stated this property is located at the intersection of Dover-Zoar Rd and Whelton Rd. The Engineer's Office has been trying to buy this piece of land for about 8 years. When ODOT built the new salt building along I-77 by the rest stop, this land was no longer used. This land also has a one thousand tons worth of salt storage building and plenty of room to park County vehicles used for the Engineer's Office.*

RESOLUTION (532-2023) PURCHASE CONTRACT – ZOAR OUTPOST - ENGINEER

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following purchase contract by and between the State of Ohio, by and through its director of Transportation, or said Director's dully authorized representative and Tuscarawas County Commissioners upon recommendation of Joseph Bachman, County Engineer.

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION
PURCHASE CONTRACT FOR PROPERTY CONVEYED PURSUANT TO R.C. 5501.45 (E)**

ODOT Agreement No.: Stephen M. Lucas, Real Estate Administrator Property Manager for ODOT District 11, 2201 Reiser Ave., New Philadelphia, Ohio 44663 330-308-7846	County: TUS Route: NA Section: NA Parcel(s): 34-03283-000
ODOT Address and Phone Number Tuscarawas County Commissioners (330) 365-3240	State Job No.: 39990(1) PID: 111445
Grantee(s) Name and Phone Number Tuscarawas County Commissioners 125 East High Avenue New Philadelphia, OH 44663	Grantee: Site or P.M. Zoar Outpost Parcel Size: 1.998 Acres
Grantee(s) Address 1763 Dover-Zoar Road Bolivar, Ohio 44612	
Location of State-Owned Property: See Exhibit A	

This Agreement, entered into this 26 day of June, 2023, by and between the State of Ohio, by and through its Director of Transportation or said Director's duly authorized representative ["Grantor"] and Tuscarawas County Commissioners ["Grantee"], hereinafter sometimes referred to collectively as the "Parties"; and

WHEREAS, Grantor has developed and used the certain parcel (or parcels) of property, together with all buildings, structures, improvements, and other fixtures, including one masonry block main building with offices and garage bays, three equipment and storage buildings, one diesel fuel pumping station, and chain link fence and more particularly described in Exhibit A attached hereto and by this reference incorporated herein ["Subject Property"] as a state highway Zoar Outpost site; and

WHEREAS, in accordance with section 5501.45 of the Ohio Revised Code, Grantor and Grantee have agreed that it is in the mutual best interests of the Parties for Grantor to convey to Grantee the Subject Property; and

WHEREAS, Grantor has determined that Grantee is an entity described in section 5501.45(E) of the Ohio Revised Code and is therefore eligible to have the Subject Property conveyed to it upon such consideration as shall be determined by Grantor to be fair and reasonable, without competitive bidding; and

Page 1 of 5

WHEREAS, Grantor and Grantee have agreed that \$186,500.00 is a fair and reasonable amount of consideration to be paid for the conveyance of the Subject Property to Grantee; and

WHEREAS, Grantor has provided to Grantee copies of any relevant studies, reports, and communications about the environmental conditions of the Subject Property, and is selling and will convey the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS;

NOW THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Grantor and Grantee hereby contract as follows:

1. Grantee will pay to Grantor the sum of \$186,500.00, deliverable at once at the time of the consummation and closing of this Agreement ["Purchase Price"].
2. Grantee shall cause its appropriate fiscal officer to attach to this Contract or subscribe on it an appropriate certificate of availability of funds as provided under Section 5705.41 of the Ohio Revised Code.
3. Grantee will not under any circumstances advertise, agree to sell, or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Director's Deed contemplated by this Agreement has been delivered to Grantee. If Grantee fails to abide with the terms of this section, then Grantor, at its exclusive option, may declare the Purchase Price forfeited and cancel the within contemplated sale and conveyance to Grantee.
4. Grantee will assume and pay all taxes, assessments and penalties that may be due and payable on said property as of the date of this Agreement, and Grantee will be exclusively responsible for any and all taxes, assessments and penalties become subsequently assessed or accrued.
5. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a Director's Deed (as provided for in Section 5501.45(E) of the Ohio Revised Code) that quit-claims all rights, titles and interests of the State of Ohio, excepting and reserving any and all of the oil, gas, or other liquid hydrocarbons, and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the Subject Property; the foregoing reservation of said materials and minerals includes the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of the hereinabove reserved minerals could be transferred by Grantor to third parties, and the within reservation also includes the exclusive right to receive any and all fees, bonuses, royalties, shut-in fees, delayed marketing payments, and any other type of rentals, lease payments, or other sums certain associated with any of the aforementioned leasehold or other contractual arrangements with third parties; together with the ownership of any future

Page 2 of 5

reversionary oil, gas, or other liquid hydrocarbons, and their constituents, and other mineral rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties; the foregoing reservation does not include a right to enter upon or use the surface of the Subject Property. Said Director's Deed will be delivered to Grantee at the time of consummation and closing of this Agreement.

- 6. The consummation and closing of this Agreement will occur at such a time and place as the Parties may agree, but not later than thirty (30) days after Grantor notifies Grantee in writing that the Grantor is ready to consummate and close this Agreement.
- 7. Grantee will take possession of the Subject Property upon the time that the consummation and closing of this Agreement occurs.
- 8. If the Subject Property, or any portion thereof, is damaged or destroyed by fire or other cause between the date upon which this Agreement is executed by the Parties and the date upon which this Agreement is consummated and closed, then Grantor, at its exclusive option, may:
 - a. Elect to proceed with the consummation and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement; or
 - b. Elect to rescind this Agreement, in which event the Parties will be released from all duties, obligations and liabilities created by this Agreement, and the Purchase Price will be refunded to Grantee.
- 9. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown; provided, however Grantor (without a duty to inspect or to discover) shall disclose to Grantee any defect or fault known to Grantor. Both Grantor and Grantee are acting at arm's length to protect their own interests, and Grantee has exercised, and will continue to exercise, its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, all representations, warranties, or guarantees, whether express or implied, oral, or written, of any kind whatsoever as to the Subject Property, including, without limitation, any warranties of title.
- 10. Grantee assumes all environmental liability and responsibility with respect to the Subject Property and its improvements.
- 11. This Agreement will be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.
- 12. Any of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors, and assigns.

Page 3 of 5

- 13. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but either or all of which together shall constitute one and the same instrument.
- 14. This instrument constitutes the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, whether express or implied, written, or oral, other than as set forth in this Agreement, shall be binding upon either Grantor or Grantee.
- 15. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, specifically incorporates this Agreement by reference, and is signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto, namely the State of Ohio, Department of Transportation and City of New Philadelphia Ohio have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Tuscarawas County Commissioners

By: Chris Abbuhl
Date: 6/26, 2023

By: Greg Ress
Date: 6/26/23, 2023

By: Kristin Zemis
Date: 6/26/23, 2023

[remainder of this page left blank intentionally]

Page 4 of 5

STATE OF OHIO COUNTY OF TUSCARAWAS SS:

BE IT REMEMBERED, that on the 26 day of June, 2023, before me the subscriber, a Notary Public in and for said state and county, personally appeared Chris Abbuhl, Greg Ress and Kristin Zemis collectively known as the Tuscarawas County Commissioner who acknowledged that they signed the foregoing instrument as the fully authorized officers of the Tuscarawas County Commissioners and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Rhonda Jordan
NOTARY PUBLIC
My Commission expires: 5/15/2027



**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

Jack Marchbanks, Ph.D., Director
By: Stephen M. Lucas, Real Estate
Administrator – ODOT District 11
Date: _____, 2023

Page 5 of 5

**EXHIBIT A
PARCEL 1-EL
DESCRIPTION OF A 1.998 ACRE TRACT**

Situated in the Township of Lawrence, County of Tuscarawas and State of Ohio, being located in Lot 23 of the Zoar Tract, 1st. Quarter, Township 10, Range 2 of the United States Military District and being all of a 1.99 acre tract (Parcel No. 34-03283-000) as conveyed to the State of Ohio in Deed Vol. 468, Pg. 426 of the Tuscarawas County Recorder's Office and being more fully described as follows:

COMMENCING at an 18 inch x 18 inch stone found marking the southeast corner of said 1st. Quarter, also being on the Lawrence and Sandy Township line; THENCE N 00 degrees 09 minutes 53 seconds E 1001.44 feet with said Lawrence and Sandy Township line to an axle found at the southeast corner of a 4.406 acre tract conveyed to Donald L. Vrsan and Vicki L. Vrsan, Co-Trustees in Official Record Vol. 2688, Pg. 2708; THENCE N 89 degrees 54 minutes 59 seconds W 727.86 feet with the south line of said Vrsan, Co-Trustees 4.406 and 1.620 acre tracts to an axle found; THENCE N 00 degrees 05 minutes 01 seconds E 294.95 feet with the west line of said Vrsan, Co-Trustees 1.620 acre tract to a point on Romo Properties, LLC's (Official Record Vol. 1639, Pg. 5287) south line and in Dover-Zoar Road (C.R. 82); THENCE S 66 degrees 50 minutes 53 seconds W 982.67 feet with said Romo Properties, LLC, James A. Griffin, Bishop, Catholic Diocese of Columbus (Deed Vol. 704, Pg. 133) and Columbia Gas of Ohio, Inc.'s (Deed Vol. 430, Pg. 442) south line and along said Dover-Zoar Road to a point, witnessed by a 1/2 inch ID pipe found N 23 degrees 12 minutes 07 seconds W 31.48 feet, the POINT OF BEGINNING;

- 1.) THENCE from said beginning point S 66 degrees 50 minutes 53 seconds W 190.48 feet with Michelle M. Smith's (Official Record Vol. 1171, Pg. 1510) north line to a nail with a cap found;
- 2.) THENCE S 67 degrees 12 minutes 55 seconds W 160.57 feet with the north line of Muskingum Watershed Conservancy District's (Deed Vol. 696, Pg. 17) 7.1 acre tract and the north line of Gerald L. Kendle, Sr. and Mary Ann Kandle's (Official Record, Vol. 1627, Pg. 3580) 6.93 acre tract and along said Dover-Zoar Road to a mine spike found;
- 3.) THENCE S 45 degrees 08 minutes 24 seconds W 281.06 feet with said Kendle's north line and along said Dover-Zoar Road to a mine spike found on the west line of Lot 23;
- 4.) THENCE N 24 degrees 50 minutes 13 seconds E 329.41 feet with the west line of said Lot 23, also being Frederick William Pedersen and Barbara Elaine Pedersen, Co-Trustees (Official Record Vol. 1065, Pg. 432), David A. Cantwell, Sr. (Official Record Vol. 1159, Pg. 851) and Faith Baptist Church of Wilkshire Hills' (Official Record Vol. 1148, Pg. 1738) east line and along Welton Road (T.R. 57) to a 5/8 inch rebar found;
- 5.) THENCE N 05 degrees 46 minutes 20 seconds E 95.95 feet with the west line of said Lot 23, also being Kevin Blaine West and Vicki Lyn West's (Deed Vol. 671, Pg. 299) east line

to a 5/8 inch rebar found, witnessed by an iron pin set N 66 degrees 54 minutes 24 seconds E 60.00 feet;

- 6.) THENCE N 66 degrees 54 minutes 24 seconds E 320.84 feet with said State of Ohio's north line, also being said James A. Griffin, Bishop, Catholic Diocese of Columbus south line to a 1 inch rod found;
- 7.) THENCE S 23 degrees 12 minutes 07 seconds E 201.19 feet with said State of Ohio's east line, also being said James A. Griffin, Bishop, Catholic Diocese of Columbus and said Columbia Gas of Ohio, Inc.'s west line to the POINT OF BEGINNING, containing 1.998 acres, more or less, all contained within Parcel No. 34-03283-000, having 0.685 of an acre within road right of way (present road occupied), but subject to all legal right of ways and easements.

Bearings are based on the Ohio State Plane Coordinate System: North Zone; Horizontal Datum: NAD83 (2011).

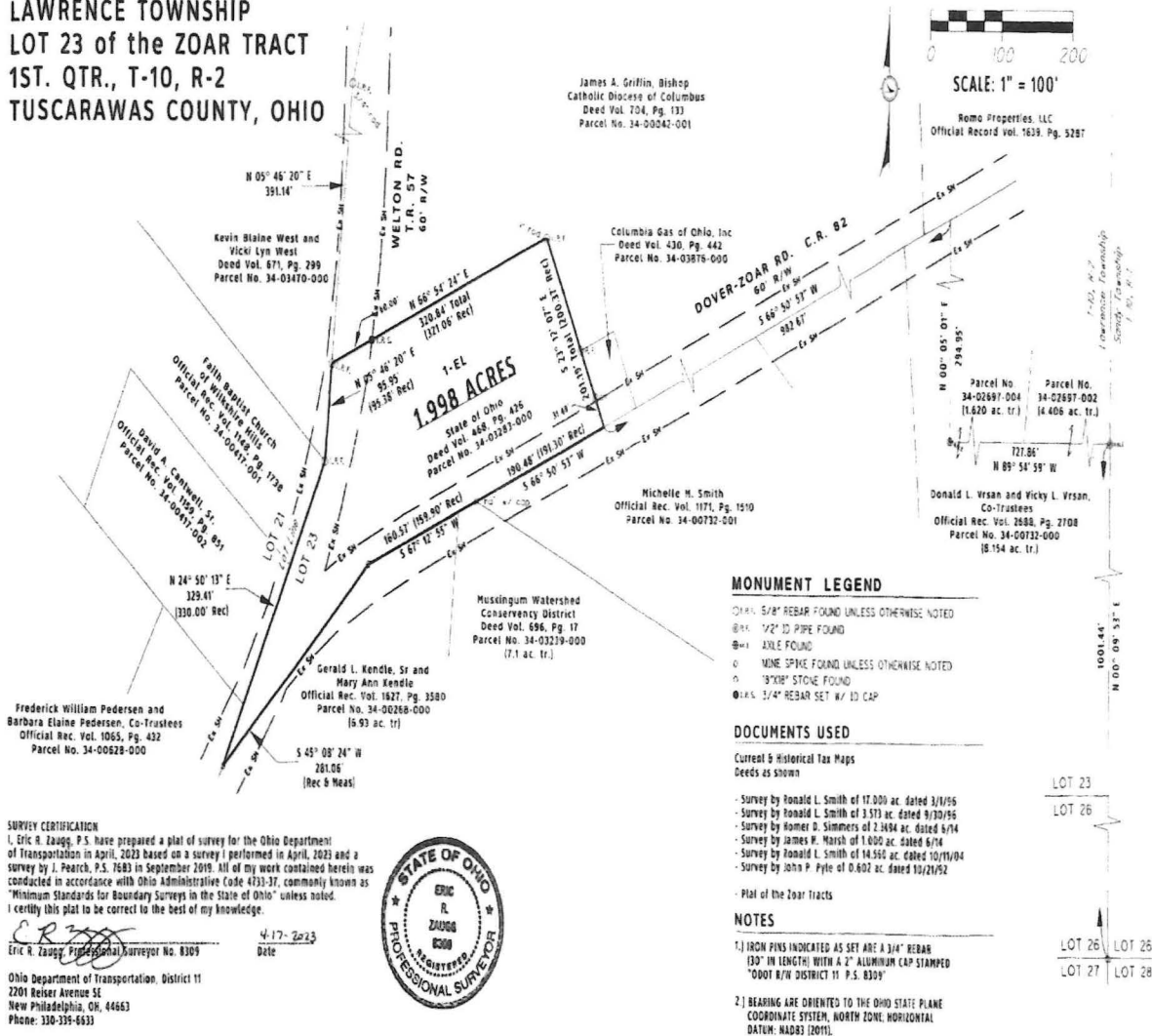
All iron pins indicated as set are a 3/4 inch rebar, 30 inches in length, with a 2 inch aluminum cap stamped "ODOT DISTRICT 11 PS 8309."

Description prepared by Eric R. Zaugg, Professional Surveyor No. 8309, in April of 2023 based on a survey by Eric R. Zaugg in April of 2023 and J. Pearch, Professional Survey No. 7683 in September of 2019 for the Ohio Department of Transportation, District 11.

Eric R. Zaugg 4-17-2023
Eric R. Zaugg, Professional Surveyor No. 8309



LAWRENCE TOWNSHIP
LOT 23 of the ZOAR TRACT
1ST. QTR., T-10, R-2
TUSCARAWAS COUNTY, OHIO



SURVEY CERTIFICATION
I, Eric R. Zaugg, P.S. have prepared a plat of survey for the Ohio Department of Transportation in April, 2023 based on a survey I performed in April, 2023 and a survey by J. Pearch, P.S. 7683 in September 2019. All of my work contained herein was conducted in accordance with Ohio Administrative Code 4733-37, commonly known as "Minimum Standards for Boundary Surveys in the State of Ohio" unless noted. I certify this plat to be correct to the best of my knowledge.

Eric R. Zaugg 4-17-2023
Eric R. Zaugg, Professional Surveyor No. 8309



Ohio Department of Transportation, District 11
2201 Reiser Avenue SE
New Philadelphia, OH, 44663
Phone: 330-395-6533

Director's Deed
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, in connection with the maintenance and construction of the state highway system within Tuscarawas County, Ohio, the State of Ohio, Department of Transportation, acquired via a Warranty Deed the fee title of the following parcel(s):

<u>GRANTOR</u>	<u>PARCEL NO.</u>	<u>VOLUME</u>	<u>PAGE</u>
Carl H. Geib and Almeda Geib, husband and wife, and the Estate of August Bimeler, deceased, and Clara Bimeler, his surviving spouse	34-03283-000	Deed Record Volume 468, Page 426	

Tuscarawas County Recorder

WHEREAS, the Director of Transportation, after consulting with the Director of Natural Resources, has determined that the property described in Exhibit A ("Premises") is not needed by the State of Ohio for highway or recreation purposes; and

WHEREAS, the Director of Transportation, State of Ohio, has determined that Tuscarawas County Commissioners is a political subdivision under R.C. 5501.45(E)(1) and therefore eligible under Section 5501.45 of the Ohio Revised Code to have the Premises conveyed to it upon such consideration as may be determined by the Director of Transportation to be fair and reasonable without competitive bidding; and

WHEREAS, the Director of Transportation has entered into a certain contract with Tuscarawas County Commissioners for the sale and purchase of the Premises; and

Page 1 of 3
Excluding Exhibits

WHEREAS, the Director of Transportation has determined that the Tuscarawas County Commissioners has fulfilled its obligations under the above-mentioned contract for the sale and purchase of the Premises; and

NOW THEREFORE, the State of Ohio, by Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 the Ohio Revised Code, for the consideration specified in the above mentioned contract for the sale and purchase of the Premises and the agreements and exceptions and/or reservations contained herein, the receipt of which is hereby acknowledged, does hereby release and forever Quitclaim unto the Tuscarawas County Commissioners, its successors and assigns forever, the Grantee herein, all of the rights, titles and interests the State of Ohio may have in and over the Premises more particularly described in Exhibit A attached hereto.

PROVIDED, HOWEVER, Grantor hereby reserves unto itself, its successors and assigns, any and all of the oil and gas and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the Premises described in Exhibit A. The within reservation of the aforesaid materials and minerals pertains to the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of the hereinabove reserved minerals could be transferred by Grantor to third parties, and the within reservation also pertains to the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments associated with any of the aforementioned leases or other contractual arrangements with third parties; together with the ownership of any future reversionary oil and gas and their constituents, and other mineral rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties. The foregoing reservation does not include a right to enter upon or use the surface of the Premises described in Exhibit A.

[signature page to follow]

Page 2 of 3
Excluding Exhibits

IN TESTIMONY WHEREOF, I, Stephen M. Lucas, the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 of the Ohio Revised Code, for and in the name of the State of Ohio, have signed this instrument at New Philadelphia, Ohio, on this the _____ day of _____, 20____.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

JACK MARCHBANKS, PH.D., Director
By: Stephen M. Lucas - Real Estate Administrator
ODOT - District 11

STATE OF OHIO, COUNTY OF TUSCARAWAS SS:

BE IT REMEMBERED, that on this the _____ day of _____, 20____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Stephen M. Lucas, the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, who acknowledged the foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation. No oath or affirmation was administered to Stephen M. Lucas with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

This form RE 74-08 was updated to conform to new notarial language requirements as per Revised Code 147.542.
This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

Page 3 of 3
Excluding Exhibits

**EXHIBIT A
PARCEL 1-EL
DESCRIPTION OF A 1.998 ACRE TRACT**

Situated in the Township of Lawrence, County of Tuscarawas and State of Ohio, being located in Lot 23 of the Zoar Tract, 1st. Quarter, Township 10, Range 2 of the United States Military District and being all of a 1.99 acre tract (Parcel No. 34-03283-000) as conveyed to the State of Ohio in Deed Vol. 468, Pg. 426 of the Tuscarawas County Recorder's Office and being more fully described as follows:

COMMENCING at an 18 inch x 18 inch stone found marking the southeast corner of said 1st. Quarter, also being on the Lawrence and Sandy Township line; THENCE N 00 degrees 09 minutes 53 seconds E 1001.44 feet with said Lawrence and Sandy Township line to an axle found at the southeast corner of a 4.406 acre tract conveyed to Donald L. Vrsan and Vicki L. Vrsan, Co-Trustees in Official Record Vol. 2688, Pg. 2708; THENCE N 89 degrees 54 minutes 59 seconds W 727.86 feet with the south line of said Vrsan, Co-Trustees 4.406 and 1.620 acre tracts to an axle found; THENCE N 00 degrees 05 minutes 01 seconds E 294.95 feet with the west line of said Vrsan, Co-Trustees 1.620 acre tract to a point on Romo Properties, LLC's (Official Record Vol. 1639, Pg. 5287) south line and in Dover-Zoar Road (C.R. 82); THENCE S 66 degrees 50 minutes 53 seconds W 982.67 feet with said Romo Properties, LLC, James A. Griffin, Bishop, Catholic Diocese of Columbus (Deed Vol. 704, Pg. 133) and Columbia Gas of Ohio, Inc.'s (Deed Vol. 430, Pg. 442) south line and along said Dover-Zoar Road to a point, witnessed by a 1/2 inch ID pipe found N 23 degrees 12 minutes 07 seconds W 31.48 feet, the POINT OF BEGINNING;

- 1.) THENCE from said beginning point S 66 degrees 50 minutes 53 seconds W 190.48 feet With Michelle M. Smith's (Official Record Vol. 1171, Pg. 1510) north line to a nail with a cap found;
- 2.) THENCE S 67 degrees 12 minutes 55 seconds W 160.57 feet with the north line of Muskingum Watershed Conservancy District's (Deed Vol. 696, Pg. 17) 7.1 acre tract and the north line of Gerald L. Kendle, Sr. and Mary Ann Kandle's (Official Record, Vol. 1627, Pg. 3580) 6.93 acre tract and along said Dover-Zoar Road to a mine spike found;
- 3.) THENCE S 45 degrees 08 minutes 24 seconds W 281.06 feet with said Kendle's north line and along said Dover-Zoar Road to a mine spike found on the west line of Lot 23;
- 4.) THENCE N 24 degrees 50 minutes 13 seconds E 329.41 feet with the west line of said Lot 23, also being Frederick William Pedersen and Barbara Elaine Pedersen, Co-Trustees (Official Record Vol. 1065, Pg. 432), David A. Cantwell, Sr. (Official Record Vol. 1159, Pg. 851) and Faith Baptist Church of Wilkshire Hills' (Official Record Vol. 1148, Pg. 1738) east line and along Welton Road (T.R. 57) to a 5/8 inch rebar found;
- 5.) THENCE N 05 degrees 46 minutes 20 seconds E 95.95 feet with the west line of said Lot 23, also being Kevin Blaine West and Vicki Lyn West's (Deed Vol. 671, Pg. 299) east line

to a 5/8 inch rebar found, witnessed by an iron pin set N 66 degrees 54 minutes 24 seconds E 60.00 feet;

- 6.) THENCE N 66 degrees 54 minutes 24 seconds E 320.84 feet with said State of Ohio's north line, also being said James A. Griffin, Bishop, Catholic Diocese of Columbus south line to a 1 inch rod found;
- 7.) THENCE S 23 degrees 12 minutes 07 seconds E 201.19 feet with said State of Ohio's east line, also being said James A. Griffin, Bishop, Catholic Diocese of Columbus and said Columbia Gas of Ohio, Inc.'s west line to the POINT OF BEGINNING, containing 1.998 acres, more or less, all contained within Parcel No. 34-03283-000, having 0.685 of an acre within road right of way (present road occupied), but subject to all legal right of ways and easements.

Bearings are based on the Ohio State Plane Coordinate System: North Zone; Horizontal Datum: NAD83 (2011).

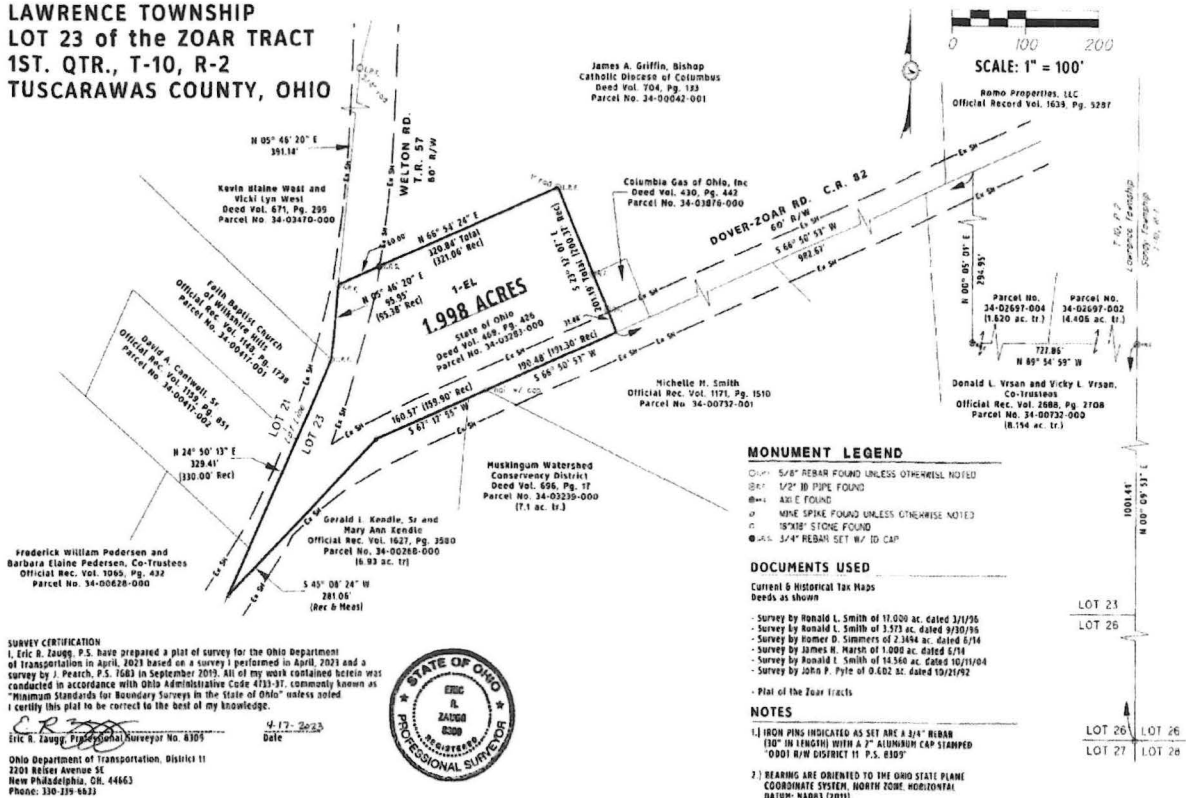
All iron pins indicated as set are a 3/4 inch rebar, 30 inches in length, with a 2 inch aluminum cap stamped "ODOT DISTRICT 11 PS 8309."

Description prepared by Eric R. Zaugg, Professional Surveyor No. 8309, in April of 2023 based on a survey by Eric R. Zaugg in April of 2023 and J. Pearch, Professional Survey No. 7683 in September of 2019 for the Ohio Department of Transportation, District 11.

Eric R. Zaugg 4-17-2023
Eric R. Zaugg, Professional Surveyor No. 8309



LAWRENCE TOWNSHIP
LOT 23 of the ZOAR TRACT
1ST. QTR., T-10, R-2
TUSCARAWAS COUNTY, OHIO



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

DISCUSSION: MWCD – *Ethan Zucal, MWCD Engagement and Outreach Coordinator was present and stated the Muskingum Watershed Conservancy District (MWCD) goes back to the Great Flood of 1913 which impacted Ohio and surrounding states as well. From this devastation came the Conservancy Law in the State of Ohio which gave groups and organizations the power to create Conservancy Districts. We were not the first Conservancy District, but we are the largest in the State of Ohio. There are 23 Conservancy Districts in the State of Ohio. The MWCD was established in 1933 and the Watershed encompasses 27 Counties and of the 27 Counties, MWCD has jurisdiction in 18 of the Counties. The Reeves Foundation actually started the mitigation of flooding here in Tuscarawas County and the MWCD joined efforts in that group and that is how MWCD came to be in Tuscarawas County.*

The 90th Anniversary will be held in the Dennison Depot and will be there for a year. There have been three open houses that were well attended and there are a few more events to come over the year-long celebration. This celebration will give residents and visitors a chance to get to know the MWCD better and learn about who they are and what they do.

Commissioner Abbuhl stated they are not unknown to all of the campers that enjoy the recreation areas around the lakes. The camping areas have been very popular for years. The Commissioners know how important the collaborations between MWCD and the Corps of Engineers is for this area for flooding purposes. We appreciate you being here and we wish more success in the future.

The Clerk read the recognition onto the record.

RESOLUTION (533-2023) RECOGNITION – MUSKINGUM WATERSHED CONSERVANCY DISTRICT – 90TH ANNIVERSARY

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following resolution of recognition for the Muskingum Watershed Conservancy District’s 90th Anniversary.

CONGRATULATIONS
Muskingum Watershed Conservancy District

We, the Tuscarawas County Board of Commissioners, wish to **CONGRATULATE** Muskingum Watershed Conservancy District for 90 years of serving our community! We acknowledge all of the hard work necessary to reach this historical event, and;

WHEREAS, Muskingum Watershed Conservancy District (MWSD) was established on June 3, 1933 by Executive Director, Bryce Browning, after a major flood in 1913 that claimed nearly 500 lives. In February, 1914, the Ohio Conservancy Act provided legal framework for the creation of conservancy districts in Ohio and;

WHEREAS, Browning’s quote “*We had a vision. We studied, planned and worked to make it a reality. Strong leaders developed from among us. We followed them through the difficult days when discouragement made the vision seem dim and the goal very far away. The Muskingum Valley today is a living thing. It is the growing trees and grasses, the fish and wild animals, the fertile fields responding to the changing season, the living waters. It is the people and the hopes and the aspirations of generations yet unborn. On this good land, full and abundant, there is life. It is a happy place. Our story does not end here. It will never end. Once a vision is born, it can never die. The vision grows, and the people grow with it. But come. See it for yourself.*” still applies today, and;

WHEREAS, Muskingum Watershed Conservancy District is the largest conservancy district in Ohio. It serves an 18-county area , and;

We want to wish you all the best for your future.



The Tuscarawas County Board of
Commissioners

Chris Abbuhl
Chris Abbuhl

Kristin Zemis
Kristin Zemis

Greg Ress
Greg Ress

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

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

911			
Smart Horizons	Maintenance Renewal	\$3,420.00	
Staples	Supplies	\$88.04	
			\$3,508.04
Child Support			
First Communications LLC	Service	\$16.89	
Quadient Leasing USA Inc	Lease Fee	\$457.39	
Verizon Wireless	Service	\$80.22	
			\$554.50
Clerk of Courts			
Jeanne Stephen	Travel Reimbursement	\$229.20	
			\$229.20
Commissioners			
AEP	Electric Utilities	\$2,060.41	
Beavercreek Landscaping Inc	Services	\$520.00	
Belenky	Washer/Dryer-Sheriff's Off	\$22,538.00	
Fenton Bros Electric Inc	Supplies	\$128.28	
Frontier	Service	\$569.47	
Go Shred	Services	\$325.00	
Greg Ress	Travel Reimbursement	\$56.40	
AEP	Electric Utility	\$217.88	
			\$26,415.44
Common Pleas			
Christina Collins	Postage Reimbursement	\$31.76	
Elizabeth L Thomakos	Travel Reimbursement	\$97.20	
Erb's Upholstery II	Services	\$1,550.00	
Interpreters XP LLC	Services	\$335.00	
Staples Credit Plan	Supplies	\$336.86	
			\$2,350.82
Community & Economic Development			
C&J Noble Construction	CHIP Home/Proj #103	\$29,000.00	
			\$29,000.00
Community Corrections			
Billie Jo Dawson	Travel Reimbursement	\$170.72	
Brian Parrish	Travel Reimbursement	\$189.41	
Jennifer Lowery	Travel Reimbursement	\$186.58	
Joseph Roberts	Travel Reimbursement	\$194.55	
Julie Laughlin	Travel Reimbursement	\$190.91	
Robert Fair	Travel Reimbursement	\$190.86	
Speedway #1152	Gas Cards/Incentives	\$1,000.00	
Speedway #1152	Gas Cards/Incentives	\$1,500.00	
Speedway #1152	Gas Cards/Incentives	\$1,500.00	
Stacy Martin	Travel Reimbursement	\$177.44	
Staples Credit Plan	Supplies	\$709.39	
Verizon Wireless	Service	\$237.50	
Verizon Wireless	Service	\$87.54	
			\$6,334.90
Dog & Kennel			
Humble Creatures Vet Clinic	Services	\$400.00	
Humble Creatures Vet Clinic	Services	\$290.00	
			\$690.00

Engineer

Ace Truck Equipment	Parts	\$179.34	
Balco Machine	Parts/Repair	\$638.80	
Columbus Equipment Co	Parts	\$989.20	
Cross Truck Equipment	Parts	\$162.21	
Deems Auto Electric	Parts	\$286.00	
Dover Brake Inc	Parts	\$272.84	
Independence Business Supply	Supplies	\$62.99	
McLean Co	Parts	\$702.22	
Ohio Machinery	Parts	\$181.95	
Pleasant Valley Ready Mix	Material	\$3,926.00	
Snyder Brothers Sales & Service	Parts	\$1,505.71	
Staley Technologies	Repair	\$830.00	
Summers Rubber Co	Parts	\$15.00	
Trackside Overhead Doors Inc	Repair	\$2,231.00	
Triple R Trailer Sales	Parts	\$97.85	
Tusc Const Supply	Supplies	\$387.60	
United Sales	Parts	\$57.50	
Voto Mfg Sales Co	Supplies	\$27.86	
Young Truck Sales	Parts	\$105.89	
Ziegler Bolt & Nut House	Supplies	\$120.00	
			\$12,779.96

Human Resources

Harris Computer Systems	Services	\$46.39	
Harris Computer Systems	Services	\$161.38	
Tusc Co Chamber of Commerce	Dues 7/23-12/23	\$300.00	
			\$507.77

JFS

Access Tusc Transit	May Transportation	\$544.50
AEP	Electric Utility	\$211.75
Allison Hatfield	FP Reimb	\$157.68
Allison Hatfield	FP Reimb	\$117.68
Amazon Capital Services	Workforce Grant-Supplies	\$101.94
Anthony Hicks	Individual Living	\$100.00
Arianna Dotson	Individual Living	\$923.95
Ashley & Robert Bunton Jr	FP Reimb	\$607.20
Capital One	FACES	\$297.42
Carrington Youth Academy LLC	Boarding Home	\$21,645.00
Carrington Youth Academy LLC	Purchased Care Roster #1	\$243,506.85
Dale & Amanda Poletti	FP Transportation	\$256.80
David & Marybeth Miller	FP Reimb	\$154.46
Dell Marketing LP	Workforce Grant-Software	\$592.95
Denise Tedrick	FP Reimb	\$67.20
Derek & Savannah McCune	Transportation	\$120.00
Haley Woodward	FP Reimb	\$32.00
Horizons of Tusc & Carr	Transportation	\$221.68
Janice Wimer	FP Reimb	\$70.00
Jennifer Abbuhl	FC Daycare	\$518.60
Joshua & Elizabeth Renner	FP Daycare	\$702.50
Joshua & Elizabeth Renner	Boarding Home	\$102.00
Joshua & Elizabeth Renner	FP Transportation	\$242.40
Joshua Cottrell	FP Daycare	\$897.26
Kaitlynn Tidrick	Individual Living	\$1,000.00
Kalib & Emalee Winters	FP Reimb	\$330.37
Kalib & Emalee Winters	FP Reimb	\$29.14
Kalib & Emalee Winters	FP Reimb	\$735.00
Kalib & Emalee Winters	Individual Living	\$2,000.00

Lacey Herbert-Stephen	FACES	\$171.00	
Lighthouse Family Center LTD	FACES	\$600.00	
Lighthouse Family Center LTD	FACES	\$600.00	
Luke & Megan Kneuss	FP Reimb	\$238.15	
Melymbrosia Associates Inc	Risk Assessment	\$500.00	
Michael & April McKelvey	Transportation	\$43.20	
Michael & April McKelvey	FP Reimb	\$98.69	
	Workforce Grant-		
MNJ Technologies Direct, Inc	Equipment	\$17,186.00	
M-n-M Visitation Services LLC	Services	\$330.00	
M-n-M Visitation Services LLC	FACES	\$400.00	
Mohican Young Star Academy	May Service	\$11,160.00	
Monique Bailey	FP Reimb	\$58.55	
Monique Bailey-Et/Al	Boarding Home Payroll	\$35,378.00	
Muskingum Valley Health Center	Services	\$131.00	
NE Ohio Adoptive Services	Non-Recurring	\$2,526.50	
Nicole Kadri	Daycare	\$97.50	
Nicole Kadri	FP Reimb	\$454.79	
Nicole Kadri	FP Reimb	\$26.59	
Ohio CSPC	Recoup Acct	\$198.09	
Paul & Desiree Runyon	FP Reimb	\$99.60	
Plus Ltd Inc	FACES	\$230.00	
Quez Therapeutic Solution	Services	\$120.00	
Raymond & Laura Miller	FP Reimb	\$197.25	
Robb Rectanus	F/C Meal Reimb	\$37.79	
Sean & Alisha Ketchum	FP Classes	\$90.00	
Society for Equal Access	Transportation	\$48,636.20	
	Workforce Grant-		
Speakwrite	Interpreter	\$146.83	
The Village Network	Services	\$1,000.00	
Timothy & Jacquelyn McDonnell	FP Reimb	\$960.00	
Treasurer, State of Ohio	Fingerprints	\$141.75	
Treasurer, State of Ohio	Fingerprints	\$330.75	
Triad Deaf Services Inc	Services	\$125.00	
Tusc Co Commissioners	Repayment	\$26,792.18	
Tusc Co Health Dept	Birth Certificate	\$25.00	
			\$425,491.74
Juvenile/Probate			
Ashtabula Court of Common Pleas	Services	\$75.00	
Copley Ohio Newspapers Inc	Advertisement	\$349.12	
			\$424.12
Law Library			
Thomson Reuters-West Pymnt Ctr	Subscription Fee	\$1,745.91	
Thomson Reuters-West Pymnt Ctr	Subscription Fee	\$511.73	
Tusc Co Treasurer	Supplies	\$51.99	
			\$2,309.63
Sheriff			
Austen Bailey	Travel Reimbursement	\$156.02	
Chris Edwards	Travel Reimbursement	\$323.65	
First Communications	Service	\$66.70	
G & L Supply	Supplies	\$64.90	
Steel Valley	Services	\$150.00	
			\$761.27
Veterans			
American Legion Carr-Bailey Post	Services	\$318.00	
American Legion Homer Weiss Post	Services	\$500.00	
Crystal Springs Water Co LLC	Supplies	\$35.00	

Debra S Cook	Supplies	\$89.92	
Hog Heaven Catering Inc	Supplies	\$1,951.50	
MNJ Technologies Direct Inc	Equipment	\$660.00	
Vietnam Veterans of America Chapter 532	Services	\$1,000.00	
			\$4,554.42
Water & Sewer			
Addy Polaris	Equipment	\$619.58	
AEP	Electric Utility	\$63.26	
First Communications LLC	Service	\$202.14	
Frontier	Service	\$44.50	
Frontier	Service	\$335.16	
Frontier	Service	\$50.95	
Frontier	Service	\$44.50	
Sherwin Williams	Supplies	\$29.09	
Sherwin Williams	Supplies	\$22.39	
Staufer Manufacturing Co	Supplies	\$35.64	
Twin City Water & Sewer District	Services	\$5,390.44	
			\$6,837.65
		GRAND TOTAL	\$522,749.46

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

OTHER BUSINESS: *There was a pressing bill for Job & Family Services that needed to go through the meeting, but was not turned in by the deadline, so it was proposed under Other Business.*

RESOLUTION (535-2023) PAY BILLS

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

Meeting Date - June 26, 2023 - Other Business


JFS			
Wex Bank	Fuel	\$1,668.76	
			\$1,668.76
		GRAND TOTAL	\$1,668.76

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

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 2:26 p.m. to meet in Regular session Wednesday, the 28th day of June, 2023.

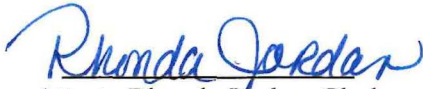
VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

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


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk