

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2019

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:  
Barb Lewis, President  
Jeff Benton, Vice President  
Gary Merrell, Commissioner

**1**  
RESOLUTION NO. 19-1250

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 16, 2019:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 16, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                    Mr. Merrell            Aye           Mrs. Lewis            Aye           Mr. Benton            Aye

**2**  
PUBLIC COMMENT

**3**  
RESOLUTION NO. 19-1251

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1218, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1218 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1218:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1218, memo transfers in batch numbers MTAPR1218 and Procurement Card Payments in batch number PCAPR1218:

Vote on Motion                    Mrs. Lewis            Aye           Mr. Merrell            Aye           Mr. Benton            Aye

**4**  
RESOLUTION NO. 19-1252

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

The Commissioners' Office is requesting that Commissioner Jeff Benton attend the Preparing for 5G: The Next Generation of Mobile Networks presentation in Columbus, Ohio at the cost of \$53.20 (fund number 10011101).

Vote on Motion                    Mr. Benton            Aye           Mr. Merrell            Aye           Mrs. Lewis            Aye

**5**  
RESOLUTION NO. 19-1253

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE/LIBERTY TOWNSHIP BOARD OF TRUSTEES:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**AMENDMENT NO. 1 TO THE  
RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN  
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND**

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THE CITY OF DELAWARE/LIBERTY TOWNSHIP BOARD OF TRUSTEES

On or about April 11, 2019, the Delaware County Board of Commissioners (the "Board") and the City of Delaware/Liberty Township Board of Trustees ("Grantee") (collectively referred to herein as the "Parties") entered into a Recreational Trail Grant Agreement (the "Agreement"). This Amendment No. 1 to the Agreement is entered into by and between the Parties on December 19, 2019.

AMENDMENT

Pursuant to Article I of the Agreement, the completion date for all work under the Agreement may be extended upon written agreement of the Parties. The Grantee has requested an extension from September 30, 2019, to December 31, 2019, and the Board considers the request to be reasonable. The Parties hereby agree to extend the completion date to December 31, 2019.

REMAINING PROVISIONS

All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement.

Vote on Motion            Mr. Merrell        Aye    Mr. Benton        Aye    Mrs. Lewis        Aye

**6**  
**RESOLUTION NO. 19-1254**

**IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSING OF THE GABRIEL FARM AGRICULTURAL EASEMENT, 2017 OHIO DEPARTMENT OF AGRICULTURE LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, on April 20, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-398, authorizing participation in the Ohio Department of Agriculture Local Agricultural Easement Purchase Program (LAEPP) for the property owned by John Gabriel, Hannah Gabriel and Bruce Gabriel (the "Gabriel Farm"); and

WHEREAS, the Gabriel Farm was approved for participation in the LAEPP, and all requirements have been met and documents prepared to proceed to closing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves proceeding to closing for the Gabriel Farm Agricultural Easement, 2017 Ohio Department of Agriculture LAEPP.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing for the Gabriel Farm Agricultural Easement and to approve and execute all the documents associated therewith.

Section 3. This Resolution shall take immediate effect upon adoption.

Vote on Motion            Mr. Benton        Aye    Mr. Merrell        Aye    Mrs. Lewis        Aye

**RESOLUTION NO. 19-1255**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYMENT; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employment; for collective bargaining.

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Vote on Motion            Mr. Benton        Aye     Mr. Merrell        Aye     Mrs. Lewis        Aye

**RESOLUTION NO. 19-1256**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion        Mr. Merrell     Aye     Mrs. Lewis        Aye     Mr. Benton        Aye

**7**

**RESOLUTION NO. 19-1257**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND B&K LEHNER EXCAVATING FOR THE PROJECT KNOWN AS THOMAS DRAINAGE IMPROVEMENT PROJECT:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**Thomas Drainage Improvement Project  
Bid Opening of November 26, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to B&K Lehner Excavating., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and B&K Lehner Excavating for the project known as Thomas Drainage Improvement Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with B&K Lehner Excavating for the project known as Thomas Drainage Improvement Project:

**CONTRACT**

THIS AGREEMENT is made this 19<sup>th</sup> day of December, 2019 by and between B&K Lehner Excavating, 2356 Troy Road, Delaware, Ohio 43015, hereinafter called the "Contractor" and the Delaware County Board of Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "Thomas Drainage Improvement Project" and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty-Seven Thousand Ninety-One Dollars and Zero Cents (\$27,091.00), subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any

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provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**8**

**RESOLUTION NO. 19-1258**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR SCIOTO RIDGE CROSSING SECTION 5, AND THE HEATHERS AT GOLF VILLAGE SECTION 3, PHASE A:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

**Scioto Ridge Crossing Section 5**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for Scioto Ridge Crossing Section 5, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 23, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 17, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 22, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 8, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 2, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Ridge Crossing Section 5:

**Scioto Ridge Crossing Section 5**

Situated in the State of Ohio, County of Delaware, Township of Concord, located in Farm Lot 32 and 33, Section 3, Township 4, Range 19, United States Military Lands, and containing 13.330 acres of land all of the remainder of a 5.027 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1599, Page 246, and being all of a 12.575 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1619, Page 1896. Cost: \$126.

**The Heatherers at Golf Village Section 3, Phase A**

WHEREAS, Pulte Homes of Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for The Heatherers at Golf Village Section 3, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 17, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 30, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 28, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 13, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 2, 2019;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Heathers at Golf Village Section 3, Phase A:

**The Heathers at Golf Village Section 3, Phase A**

Situated in the State of Ohio, County of Delaware, Township of Liberty, and in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 6.570 acres of land, more or less, said 6.570 acres being a part of that tract of land conveyed to Pulte Homes of Ohio, LLC by deed of record in Official Record 1463, Page 2723, Recorder’s Office, Delaware County, Ohio. Cost: \$60.00

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**9  
RESOLUTION NO. 19-1259**

**IN THE MATTER OF APPROVING AN AMENDMENT TO AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE BUSINESS OPERATIONS AND FINANCIAL MANAGEMENT DEPARTMENT:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the “Board”) adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator amendments:

**Amended Card for Karen First:**

Appointing Authority:	Commissioners
Office/Department:	Business Operations and Financial Management
Daily spending per card:	\$24,999.00
Monthly spending per card:	\$50,000.00
Single transaction limit:	\$24,999.00
Daily number of transactions per card:	20
Monthly number of transactions per card:	100
Department Coordinator:	Sarah Dinovo

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**10  
RESOLUTION NO. 19-1260**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
26726324-5101	26726324-5001	1,000.00
Youth Service-Diversion/Health Ins	Youth Service-Diversion/Compensation	
27426313-5301	27426313-5001	1,000.00
Crime Victims Grant/Contracted Prof Services	Crime Victims Grant/Compensation	
10011303-5120	10011303-5001	2,000.00
Emergency Medical Services/OPERS	Emergency Medical Services/Compensation	
10011102-5319	10011303-5001	7,300.00
Commissioners General/Reimbursements	Emergency Medical Services/Compensation	

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

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**13****RESOLUTION NO. 19-1261**

**IN THE MATTER OF APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”), entered into this 23<sup>rd</sup> day of December, 2019, by and between the Board of Commissioners of Delaware County, Ohio [the “County”], and the Delaware County Land Reutilization Corporation [“DCLRC”]; and

**WHEREAS**, in accordance with sections 307.10 of the Ohio Revised Code, the County has previously offered for sale, via competitive bidding, certain parcels of real property as more particularly depicted in Exhibit A attached hereto and by this reference incorporated herein [“Subject Property”]; and

**WHEREAS**, DCLRC was incorporated and organized under Chapter 1724 of the Ohio Revised Code for various purposes, including the reutilization of real property within Delaware County and promoting economic development in Delaware County; and

**WHEREAS**, pursuant to section 307.10(B) of the Ohio Revised Code, the County may transfer real property in fee simple belonging to the County and not needed for public use to DCLRC for public purposes upon the terms and in the manner that it may determine to be in the best interests of the county, without advertising for bids; and

**WHEREAS**, the County and DCLRC mutually desire to enter into the MOU to establish the terms and conditions by which the County will transfer the Subject Property to DCLRC for the purpose of marketing, sale and transfer of the Subject Property to potential buyers that will reutilize the Subject Property;

**NOW, THEREFORE**, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, the County and DCLRC hereby enter into this MOU:

1. The County will transfer the Subject Property to DCLRC by way of a quitclaim deed (the “Deed”) that quitclaims all the rights, titles and interests of the County in and to the Subject Property. Said Deed will be delivered to DCLRC at the time of consummation and closing of this MOU. The County’s transfer of the Subject Property to DCLRC shall be exclusively for the purpose of DCLRC marketing the Subject Property for sale and shall be subject to the following conditions:

- (A) DCLRC acknowledges that the Subject Property is currently occupied by staff of Delaware County and the Fifth District Court of Appeals. Occupancy and possession of the Subject Property by any subsequent purchaser shall not occur until such time as the occupants have vacated the Subject Property and removed all personal property;
- (B) DCLRC shall actively market the Subject Property;
- (C) DCLRC shall notify all prospective purchasers that a portion of the Subject Property is a listed historical building and a historical landmark;
- (D) DCLRC shall inquire into and determine, prior to entering into any contract for the sale of the Subject Property, the prospective purchaser’s planned use of the Subject Property, including, but not limited to, any proposed renovation, rehabilitation, or remodeling, giving preference to any prospective purchasers that propose renovation and rehabilitation of the Subject Property in accordance with applicable laws, rules, and regulations related to historical structures;
- (E) DCLRC’s inquiry and determination shall also require prospective purchasers to submit a business plan and economic impact statement demonstrating the feasibility of the planned use of the Subject Property, financial ability to complete and appropriately maintain improvements to the Subject Property, the jobs that will be created both temporary and permanent, the tax revenue, including but not limited to potential property, income, construction and/or sales taxes, to be generated, and any economic development assistance to be sought;
- (F) Any contract for the sale of the Subject Property shall require that the purchaser certify and covenant that it shall comply with all requirements of the Delaware City Code Chapter 1190 (Historic District Overlay) and any other applicable local regulations, as currently enacted and as either may be amended and that compliance therewith shall be a restrictive covenant that shall run with the land;
- (G) DCLRC shall make best efforts to protect any historical structure within the Subject Property from demolition or imminent risk of deterioration through deed restrictions, reversionary interests, or rights of first refusal; and
- (H) Prior to entering into a contract for the sale of the Subject Property, DCLRC shall submit a copy of the proposed contract to the County Administrator for review, and no contract shall be entered into until the County Administrator has approved the proposed contract;

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- (I) If DCLRC does not consummate the sale of the Subject Property within one (1) year of the date of this MOU, unless such date has been extended by mutual written agreement of the parties, then DCLRC shall transfer the Subject Property to the County via quitclaim deed without compensation;
- (J) Upon the consummation of the sale of the Subject Property and transfer from the DCLRC to the end user(s), DCLRC shall submit any sale proceeds back to the County, less any costs directly incurred by DCLRC as itemized on the closing disclosure and DCLRC's administrative fee of two percent (2%) of the sale price.
2. DCLRC will not under any circumstances advertise, or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Deed contemplated by this MOU has been delivered to DCLRC. If DCLRC fails to abide with the terms of this section, then, at its exclusive option, the County may cancel the transfer.
3. The County shall pay for a survey of the Subject Property and obtain a legal description that meets all requirements for transfer of the Subject Property. The County shall pay, prior to the closing and consummation of this MOU and delivery of the Deed, any and all delinquent real estate taxes and assessments including penalties and interest, applicable to the Subject Property, whether then due and payable or to later become due and payable, for any year(s) prior to closing and a portion of the same for the year in which closing occurs, prorated through 11:59 p.m. on the day immediately prior to the date of closing. Undetermined taxes under this section shall be estimated and prorated based on a 365-day year and on the most recently available tax bill. The amounts so computed shall be final and shall not be adjusted after closing.
4. The consummation and closing of this MOU will occur at such time and place as the parties may agree, but not later than 30 days after the County notifies DCLRC in writing that the County is prepared to consummate and close this MOU; the County anticipates that the closing will occur on or before January 31, 2020, but the parties may agree to extend such deadline.
5. Except as may be otherwise agreed upon between the parties, DCLRC will not take possession of the Subject Property, and the County's occupancy of the Subject Property shall continue, without payment of any rent to DCLRC, until such time as the County vacates the Subject Property; the County anticipates that it will vacate the Subject Property on or before December 31, 2020. The County shall remain responsible for the maintenance, repairs, and utility costs of and for the Subject Property until the closing of a sale of the Subject Property to a third party.
6. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this MOU is executed by the parties and the date on which this MOU is consummated and closed, the parties hereto shall rescind this MOU, in which event the parties will be released from all duties, obligations and liabilities created by this MOU.
7. The County is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown. Both parties are acting at arm's length to protect their own interests, and DCLRC has and will use its own independent judgment concerning the sale and purchase of the Subject Property. The County does not make to DCLRC, and the County expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.
8. Any and all of the terms, conditions and provisions of this MOU shall be binding upon and shall inure to the benefit of the County and DCLRC and their respective heirs, executors, administrators, successors and assigns.
9. This MOU will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures on this MOU may be transmitted electronically (by facsimile or by scan/email) and such signatures will be deemed to constitute original signatures and have the same effect as original signatures.
10. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied with respect to the subject matter contained herein, other than herein set forth, shall be binding upon either party.
11. No amendment or modification of this MOU shall be valid or binding upon the Parties unless it is made in writing, cites this MOU and is signed by authorized representatives of the County and DCLRC.

**Exhibit A**

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Vote on Motion      Mr. Merrell      Aye      Mrs. Lewis      Aye      Mr. Benton      Aye

**14**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
 -No reports.

**15**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-Preservation Parks sent a request asking for a letter of support for the Capital Budget funding.

Commissioner Benton

- Attended the DKMM meeting. The Innovative Organics Recycle facility in Morrow County has been approved.
- Attended the CCAO Tax & Finance Committee conference call yesterday.
- Attended the Land Bank meeting yesterday.
- The Investment Committee met this morning.
- Regional Planning will meet this evening.
- Kyle Rohrer's swearing in ceremony will take place tomorrow.



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Commissioner Merrell

-Will be ringing the Salvation Army bell at the Houk Road Kroger on Saturday from 12-2.

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners