

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 19, 2022

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. 22-411**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 16, 2022:**

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 May 16, 2022; 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. Benton                      Aye                      Mrs. Lewis                      Aye                      Mr. Merrell                      Aye

**2**  
**PUBLIC COMMENT**  
 -None

**3**  
**RESOLUTION NO. 22-412**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0518, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0518 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0518:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0518, memo transfers in batch numbers MTAPR0518, Procurement Card Payments in batch number PCAPR0518 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2203199	STRATEGIC BENEFIT DESIGN LLC	2022 CONSULTING SERVICES	60211902 - 5370	\$20,000.00
R2203208	ENVIRONMENTAL COMFORT LLC	BACKUP UPS FOR 9-1-1	21711326 - 5325	\$6919.40
R2203208	ENVIRONMENTAL COMFORT LLC	TOWER SITE UPS	21411306 - 5325	\$8578.10
R2203223	HAZEN AND SAWYER PC	PRELIMINARY AND FINAL DESIGN SERVICES	66611900 - 5410	\$307,000.00
R2203226	WORLY PLUMBING SUPPLY INC	GAS WATER HEATER - COURTHOUSE	40111402 - 5450	\$15,357.66

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

**4**  
**RESOLUTION NO. 22-413**

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

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

The Auditor's Office is requesting that Curry Hoffman attend a conference in Nashville, TN from June 6-9, 2022 at the cost of \$2,558.57 (fund number 20315101).

The Veterans' Services Department is requesting that Robert Apostolec attend a National Service Officer Training in San Antonio, TX from June 5-11, 2022 at the cost of \$3,677.82 (fund number 10062601).

The Veterans' Services Department is requesting that Rey Cordero attend a National Service Officer Training in San Antonio, TX from June 5-11, 2022 at the cost of \$3,677.82 (fund number 10062601).

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

**5**  
**RESOLUTION NO. 22-414**

**IN THE MATTER OF RECOGNIZING EMERGENCY MEDICAL SERVICES WEEK IN DELAWARE COUNTY:**

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Delaware County Emergency Medical Services are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners, in recognition of this event, does hereby proclaim the week of May 15–21, 2022, as EMERGENCY MEDICAL SERVICES WEEK in Delaware County, with the theme, Rising to the Challenge: Committed to Community.

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

**6**  
**RESOLUTION NO. 22-415**

**IN THE MATTER OF APPROVING AN ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT WITH THE BOARD OF TRUSTEES OF BERLIN TOWNSHIP AND THE DELAWARE COUNTY FINANCE AUTHORITY:**

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

**ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT**

This Economic Development Incentives Agreement (the “Agreement”) is made and entered into and shall become effective on the date set forth herein by and between the Board of Trustees of Berlin Township, Delaware County, Ohio (“Berlin”), the Board of Directors of the Delaware County Finance Authority (the “Authority”), and the Board of County Commissioners of Delaware County (the “County”), individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

WHEREAS, the Parties have been working cooperatively for implementation of the Berlin Business Park along the US36/SR37 corridor in Berlin Township, Delaware County, Ohio, between the municipal limits of the City of Delaware and the eastern Berlin Township limits, consisting of areas subject to Berlin’s zoning authority and known as the Berlin Commercial Overlay district and the Berlin Industrial Overlay district (collectively referred to herein as “BBP” and depicted on Exhibit A attached hereto and incorporated herein); and

WHEREAS, the BBP is a master-planned development consisting of nearly 1,800 acres to be repositioned for office, commercial/retail, industrial, and commercial residential uses; and

WHEREAS, multiple economic development incentives and financing mechanisms as described in Sections 1.1 through 1.5 of this Agreement (the “Incentives”) are anticipated to be utilized as development occurs throughout the BBP, with varying entities having the authority to create and enact such Incentives; and

WHEREAS, the Parties, in order to facilitate economic development and create and preserve jobs and employment opportunities, resulting in the improved economic welfare of the people of Berlin Township,

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Delaware County, and the State of Ohio, now desire to enter into a binding Agreement to identify the Incentives and providing for implementation thereof so as to complement one another; and

WHEREAS, the Parties are duly authorized to enter into this Agreement pursuant to Ohio Law, including Ohio Revised Code Section 9.482.

NOW, THEREFORE, the Parties hereto intending to be legally bound, and for adequate consideration, the receipt of which is acknowledged by each Party, hereby agree to the foregoing and as follows:

1. TYPES OF INCENTIVES AND AUTHORIZING ENTITY.

1.1. Tax Increment Financing (“TIF”)

On June 28, 2021, the County adopted Resolution No. 21-584 and Resolution No. 21-586, enacting 75% for 20 years (20/75) TIF on certain parcels included within the boundary of the BBP. Use of the TIF funds shall be as specified in Resolution No. 21-584 and Resolution No. 21-586. The County or Berlin may, but shall not be obligated to, enact TIF for the remaining parcels within the boundary of the BBP.

1.2. Community Reinvestment Area (“CRA”)

A 50% for up to 15 years (15/50) CRA will be made available for all uses within the BBP, with the exception of Commercial Residential uses (which uses are explicitly designated herein as ineligible for CRA). The County shall serve as the legislative authority of the CRA. As of the date of the adoption of this Agreement, a CRA Area is in existence and in full force that includes all parcels within the BBP. All eligible requests for a CRA agreement shall be considered and granted by the County without further approval of the other Parties, if utilizing the 15/50 structure. CRA incentives at a rate higher than 50% may be granted by the County on a case-by-case basis, but shall only be granted after consultation with other Parties and after obtaining all required school district approvals (if applicable).

1.3. Joint Economic Development District (“JEDD”)

Upon unanimous consent of the Board of Trustee of Berlin Township, one or more JEDDs shall be created and applied to all parcels located within the BBP. The JEDD(s) shall be created by Berlin, in partnership with the Authority, generally as specified in this Section 1.3. The JEDD(s) shall be created pursuant to ORC §715.72 and utilized to further facilitate economic development and create or preserve jobs and employment opportunities, resulting in the improved economic welfare of the people of the Township, County, and State of Ohio. A JEDD Board Account shall be created through the JEDD creation documents to help fund improvements to the BBP area that benefit the BBP area. The JEDD creation documents shall authorize the JEDD board of directors to levy an income tax within the JEDD, with the revenues split as provided in this Section 1.3.

The Authority shall determine the contracting partners of the JEDD(s), negotiate the terms of revenue disbursement of income tax of the JEDD(s), and provide assistance in the creation of the JEDD(s) (generally related to process), as well as provide long term administration services to the JEDD(s).

The total sum collected as the revenues from the JEDD income tax is “Gross Revenues”. The following shall be deducted and paid from the Gross Revenues:

- 1.3.1.1. 3% to the collecting entity for collection of the income tax by RITA, if required;
- 1.3.1.2. 5% to the JEDD Board for administrative and operational costs, not to exceed \$100,000.00 per year;
- 1.3.1.3. 10% to the Board Improvement Account (BIA);
- 1.3.1.4. Reimbursement of costs to establish and defend the JEDD to Parties, pro-rata, until paid in full (hereafter “Creation Costs”). Creation Costs shall include payments to the Authority for creation of the BBP, including costs associated with zoning, not to exceed an agreed upon payment to the Authority and Berlin of \$250,000. In the event that the Creation Costs are expected to exceed \$250,000, the Parties shall negotiate in good faith to increase the reimbursement cap. Once the obligations of this section 1.3.1.4 are paid in full, then any section 1.3.1.5, reimbursements will be paid. Once the obligations of this section 1.3.1.4 and of section 1.3.1.5 are paid in full, then any section 1.3.1.6, reimbursements will be paid.

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1.3.1.5. Reimbursement of future costs to establish and defend any amendment to the JEDD or creation of new JEDDs to Parties, pro-rata, until paid in full (hereafter "Future Creation Costs").

1.3.1.6 Reimbursement to the Authority for its advances of funds  
To the JEDD Board(s) to pay for operational expenses. The Authority hereby agrees that it will advance to the JEDD Board(s) funds sufficient to pay for the normal operating expenses of the JEDD Board(s) until such time as the JEDD Revenue is sufficient to cover normal operating expenses.

The total sum remaining after subtracting the sums required by sections 1.3.1.1 through 1.3.1.6 shall be the "Net Revenues". The following shall be deducted and paid from the Net Revenues:

1.3.2.1. The Authority shall receive not less 20% annually;

1.3.2.2. Berlin shall receive shall receive not less than 75%; and,

1.3.2.3. Any sum remaining shall be distributed by agreement(s) negotiated by the Authority for purposes of compensating JEDD partners; provided, however, that if the Authority is unable to successfully negotiate with the other JEDD partners with respect to the remaining sum, the Parties shall negotiate in good faith for an amendment of this Agreement that equitably distributes the Net Revenues among the Authority, Berlin and such other JEDD partners.

1.3.2.4 If after engaging in good faith negotiations as required by section 1.3.2.3, the Parties cannot reach agreement on an amendment of this Agreement, than any Party may declare that the amendment is not feasible and this Agreement shall be terminated.

The assistance and administrative services which the Authority shall provide are as follows:

1.3.3. Lead the creation process and the process of expanding the JEDD (if applicable), including property owner outreach, negotiations, and consultation.

1.3.4. Provide funding in the form of direct payment to the applicable vendor or source of expense for the Creation Costs associated with the creation of the JEDD and any future expansions of the JEDD or the creation of a new JEDD with the BBP. Notwithstanding anything to the contrary in this Agreement, the Parties intend for Berlin's legal fees incurred for the creation and any future expansions of the JEDD or the creation of new JEDD(S) with eth BBP and this Agreement to be included in Creation Costs.

1.3.5. Provide drafts of needed creation and operation documents for the review, approval and execution by the Parties, including resolutions, ordinances, contracts, notices for publication, development plans, legal descriptions (if needed), mapping, JEDD Board documents (By-laws, budget, etc.).

1.3.6. Coordinate meetings, hearing schedules, securing signatures as needed, and publication notice.

1.3.7. Provide general oversight and consultation to the JEDD Board (once members are appointed and said JEDD Board is created).

1.3.8. Provide economic development services to the JEDD, including developer coordination, business attraction, business retention and expansion, marketing and advertisement, and liaison with One Columbus and JobsOhio.

1.3.9. Provide short and long-term administration of the JEDD, including long range planning, coordination with other incentives, clerical services, and legislation preparation.

The County and Berlin shall reasonably cooperate with the Authority in the performance of the Authority's obligations under Sections 1.3.3 through 1.3.9. In the event that the Authority is in breach of any obligations under Sections 1.3.3 through 1.3.9, the County and/or Berlin shall provide the Authority with written notice of any such breach, and the Authority shall have thirty (30) days from the receipt of such notice to cure any defaults.

Notwithstanding anything to the contrary in this Agreement, the municipal JEDD partner shall be solely obligated to levy, administer and collect the JEDD income tax, and the Authority shall not be obligated to levy, administer or collect the JEDD income tax. In addition, the above-described obligations of the Authority are subject to the Authority's statutory powers under Ohio Revised Code Chapter 4582, and in the event of a conflict between the provisions of this

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Agreement and such Chapter 4582, the provisions of Chapter 4582 shall control.

**1.4. Authority Incentives**

Incentives such as the Sales Tax Exemption Program (STEP), Property Assessed Clean Energy (PACE), and Bond Financing (BF) shall be made available to all parcels within the BBP. The Authority shall govern and administer its Incentives at its sole and absolute discretion and in compliance with Section 2 below. Revenues derived from the Incentives offered by the Authority shall be retained exclusively by the Authority and shall be used for its purposes as it so determines.

**1.5. Public Infrastructure Improvements**

The County has, through the County Engineer and County Sanitary Engineer, established procedures and plans for identifying public infrastructure improvements that are necessary for the County to construct in order to further public health, safety, convenience, and welfare (“County Public Infrastructure Improvements”). County Public Infrastructure Improvements are approved and constructed in accordance with applicable provisions of the Ohio Revised Code, including, without limitation, Chapters 5553, 5555, and 6117, and any public infrastructure improvements the County approves and constructs in accordance therewith shall be considered County Public Infrastructure Improvements. The County may also require a developer or landowner to construct certain public infrastructure improvements that are directly related to, necessitated by, and specifically benefit a development project (“Developer Public Infrastructure Improvements”). In the event the County constructs or pays or reimburses a developer or landowner the cost to construct Developer Public Infrastructure Improvements, such actions shall be considered Incentives for purposes of this Agreement. Notwithstanding the foregoing sentence, the County may determine, in its sole discretion and authority, that all or any portion of a Developer Public Infrastructure Improvement furthers the general public health, safety, convenience, and welfare and that County construction thereof, or contribution toward the cost thereof, constitutes a County Public Infrastructure Improvement, whereupon any County construction, or payment or reimbursement of the cost of construction, shall not be considered Incentives for purposes of this Agreement. The County’s determination, as contemplated herein, may include, without limitation, the deferment of any Developer Public Infrastructure Improvements, requiring developer contributions to County Public Infrastructure Improvements in lieu of construction of Developer Public Infrastructure Improvements, or the issuance of credits for any charges levied in accordance with Chapter 6117 of the Revised Code. Notwithstanding any other provision of this Agreement, the County may, in its sole discretion and free from operation of this Agreement, cooperate with or provide financial assistance to other governmental entities, including, without limitation, the Ohio Department of Transportation and the Delaware County Transportation Improvement District, for the purpose of constructing, acquiring, maintaining, and repairing public infrastructure improvements.

**1.6. Other Incentives**

The Parties shall be permitted to utilize other economic development incentives not specifically referenced in Sections 1.1 through 1.5 of this Agreement without regard to this Agreement; provided, however, the Parties mutually agree to exercise good faith efforts to ensure that any economic development incentives not subject to this Agreement that are utilized within the BBP meet the goals of facilitating economic development within the BBP and complementing the Incentives that are subject to this Agreement.

2. **ELIGIBILITY FOR INCENTIVES.** Beginning with the first development project after the Effective Date of this Agreement, and applicable to all subsequent development projects throughout the BBP, eligibility for the Incentives shall be complementary to one another. Specifically, a development project shall not be eligible for a CRA or Authority Incentive, or County construction, payment, or reimbursement of a Developer Public Infrastructure Improvement, unless the parcel containing the development project is included in and participates in the JEDD. The inclusion of the parcel into the JEDD shall be at the sole discretion of the parcel owner or his/her agent. To accomplish this, the Parties shall meet to review an Incentives request submitted for a development project and determine what Incentives the project is eligible for. Similarly, although service payments in lieu of taxation generated from a TIF may be used at the sole discretion of the County or Berlin for the public improvements identified in the resolution establishing the TIF, they shall not be used to reimburse a landowner or developer of a project unless the parcel involved is included within the JEDD area. Notwithstanding the foregoing sentence, the reimbursement authorized in County Resolution No. 21-584, which pertains solely to three parcels already annexed to Sunbury, shall be permitted without obligation for the parcels subject thereto to be included within the JEDD area.

Notwithstanding the previous paragraph, a development project may be eligible for Incentives without inclusion in a JEDD, but only upon written agreement of all the Parties hereto. The Parties mutually acknowledge and agree that Berlin may, to the extent permitted by applicable law, condition eligibility for Incentives without requiring JEDD inclusion on the property owner, if the property owner enters into an agreement with Berlin to compensate Berlin for lost JEDD revenue.

3. **TERM.** This Agreement shall continue in full force and effect until 11:59:59 P.M., December 31<sup>st</sup>, 2071.
4. **GOVERNING LAW; VENUE.** This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. The venue for any and all disputes

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arising under this Agreement shall be in a court within Delaware County with competent jurisdiction, and the Parties submit to the personal jurisdiction of such courts.

5. SEVERABILITY. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
6. WAIVER. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
7. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement of the Parties, and may not be modified orally, but only by agreement in writing signed by all Parties.
8. TERMINATION. This Agreement may be terminated at any time by the written agreement of all the Parties.
9. AGREEMENT LANGUAGE. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement represents a negotiated Agreement in which the Parties all participated in its drafting, and as such, is not to be construed against or for any individual Party.
10. ASSIGNMENT. Any Party shall have the right to assign this Agreement only with the prior written consent of the other Parties.
11. FURTHER ASSURANCES. The Parties agree without expense to the other Parties (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.
12. RIGHTS OF THIRD PARTIES. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and permitted assigns. Nor is anything in this Agreement intended to release or discharge the obligation or liability of any third persons to any Party to this Agreement.
13. COUNTERPARTS; ELECTRONIC TRANSACTION. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. The Parties mutually agree that this transaction may be executed through electronic means, and any scanned, facsimile, or other electronic signature shall be considered as valid as an original signature.
14. NOTICES. Any notices required hereunder shall be in writing, shall be transmitted by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed given when so deposited in the United States Postal Service, addressed to the Parties as follows:

As to Berlin:

Berlin Township Trustees  
3271 Cheshire Road  
Delaware, Oh 43015

As to the Authority:

Delaware County Finance Authority  
Attn: Chair Board of Directors  
101 North Sandusky Street  
Delaware, Ohio 43015

As to the County:

Board of Commissioners, Delaware County  
91 N. Sandusky St.  
Delaware, Ohio 43015

Or at such other address of which any Party may hereinafter provide written notice to the others.

15. DAMAGES DUE TO DELAY. All Parties understand and agree that governmental permits and approvals from entities or agencies may not be received within anticipated time frames, or other factors may cause delay. In such event, regardless of the reason for the delay, the Parties shall not be held liable

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for any actual, consequential, or other damages which any other Party may experience as a result of the delay.

16. EFFECTIVE DATE. This Agreement shall become effective upon the date executed by the last Party to sign the Agreement.

(Copy of maps and the list of parcels referenced are available for review at the Commissioners' Office until no longer of administrative value.)

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

**7**

**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator

-Will be meeting with the infrastructure group for the Berlin Business Park in June.

Dawn Huston

-Attended the Foster Parent Appreciation dinner on Tuesday.

-Next week Tracie and I will have a leadership meeting with representatives from the other elected offices.

**8**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

-The State of the Township will be held today from the Chamber.

-Will be attending the Central Ohio Youth Center meeting this afternoon.

-Will be attending the Big Walnut Chamber breakfast tomorrow morning. The guest speaker is Auditor George Kaitsa.

-Will be attending the Treasury of the State Advisory Board meeting tomorrow.

-The PGA Tour teed off this morning.

Commissioner Merrell

-Attended the Foster Parent Appreciation dinner on Tuesday.

-Can't make the COYC meeting today due to a conflict.

-Chief Pijanowski will have a retirement party today from 3-5 at the YMCA.

Commissioner Lewis

-Attended the Foster Parent Appreciation dinner on Tuesday evening.

**9**

**RESOLUTION NO. 22-416**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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; compensation of a public employee or public official.

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

**RESOLUTION NO. 22-417**

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

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

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

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