

Canfield, Ohio
February 12, 2018

The Regular Meeting of the Board of Park Commissioners of Mill Creek MetroParks was held on Monday, February 12, 2018, at the MetroParks Farm. President Lee Frey welcomed guests and staff.

Probate Judge Rusu was present to swear in new MetroParks Commissioner Jeff Harvey, with a term ending December 31, 2020. He also announced that he appointed Paul Olivier, who will be sworn in at a later date.

The meeting opened at 6 p.m. with recitation of The Pledge of Allegiance. Roll Call was as follows: Germaine Bennett, present, Lee Frey, present; Tom Frost, present; Jeff Harvey present, and Paul Olivier absent.

This being the second meeting of 2018, and their bonds having been duly provided, the election of officers in accordance with Section I-b of the By-Laws of the Board of Park Commissioners was commenced. Aaron Young, Secretary of the Board, acted as temporary chairman and asked for a motion for the election of officers for 2018.

Tom Frost moved that Lee Frey be elected President for 2018. The motion was seconded by Jeff Harvey and passed, and the vote taken resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Tom Frost moved that Germaine Bennett be elected Vice President. The motion was seconded by Jeff Harvey and passed, and the vote taken resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Mr. Young returned control of the meeting to the Board President, Lee Frey.

The Board was presented with the Minutes of the Meeting of January 8, 2018. Commissioner Frey moved that the minutes be accepted into the records.

Kevin Smith, Treasurer/Administrative Services Director, presented the Treasurer's Report. Lee Frey moved, the funds having been certified as on hand and duly appropriated, that disbursements #75326-#75439 for a total of \$675,338.69 be approved. The motion was seconded by Germaine Bennett and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost
Voting Nay: None
Voting to Abstain: Harvey

Kevin Smith presented the following resolution for approval.

**R-18-05
RESOLUTION REQUESTING AUTHORIZATION
TO MAKE TAX ADVANCE REQUESTS TO
THE MAHONING COUNTY AUDITOR ON BEHALF OF THE BOARD
AS THEY BECOME AVAILABLE THROUGHOUT 2018**

WHEREAS, per ORC 321.34, the Mahoning County Auditor has procedures available to request Real Property Tax Collection advances for Mill Creek MetroParks, and

WHEREAS, the Treasurer of the MetroParks will request advances on the dates listed below:

- February 23, 2018 (if sufficient taxes are collected)
- March 2, 2018
- March 9, 2018
- March 16, 2018
- March 23, 2018 (if settlement is not completed by this date)

and,

WHEREAS, the Board of Park Commissioners of Mill Creek MetroParks authorizes the Treasurer to make this request, and authorizes the Treasurer to receive advances when funds are available throughout the calendar year, and

WHEREAS, the Treasurer of the MetroParks will provide the Mahoning County Auditor a copy of this resolution by noon the Monday before the advance is scheduled.

Lee Frey moved that the resolution be approved. The motion was seconded by Tom Frost and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Lee Frey moved that the Seventh Amended and Restated Trust Agreement establishing The Mill Creek MetroParks Foundation be approved.

SEVENTH AMENDED AND RESTATED TRUST AGREEMENT

establishing

The Mill Creek MetroParks Foundation

This Seventh Amended and Restated Trust Agreement (hereafter "Trust Agreement") is entered into by and between the Board of Park Commissioners of the Mill Creek Metro Parks, successor to the Board of Park Commissioners of the Youngstown Township Park District and the Mill Creek Metropolitan Park District (the "Board of Park Commissioners") and Huntington National Bank, successor by merger to Sky Trust (the "Trustee").

WHEREAS, on March 14, 1979, the Board of Park Commissioners and The Dollar Savings and Trust Company entered into a written Trust Agreement (hereinafter referred to as the "Trust Agreement") which Trust Agreement, as later amended, states in part at paragraph 13 – Amendment of the Trust Agreement:

13. Amendment of the Trust Agreement. The BOARD OF PARK COMMISSIONERS may, by resolution unanimously adopted, and with the approval of the Trustee, change the name of the Trust and details of the machinery of administration, but no such change shall in any way alter or abrogate the object or purpose of the Trust;

and

WHEREAS, the Trust Agreement further provides at paragraph 14 – Removal of the Trustee:

14. Removal of the Trustee. The BOARD OF PARK COMMISSIONERS may, by resolution unanimously adopted, remove the Trustee named herein and appoint a successor Trustee, provided that the Trustee named herein shall be reimbursed for all expenses incurred and shall be paid all compensation to which it is entitled up to the date of such removal;

and

WHEREAS, the Trust Agreement was amended by a First Amendment to Trust Agreement executed by the parties on November 8, 1979; and

WHEREAS, the Trust Agreement was amended by a Second Amendment to Trust Agreement executed by the parties on February 8, 1984; and

WHEREAS, the Trust Agreement was amended by a Third Amendment to Trust Agreement executed by the parties on September 1, 1989; and

WHEREAS, pursuant to the authority contained in paragraph 14 of the Trust Agreement, National City Bank, successor by merger to The Dollar Savings and Trust Company, was removed by resolution unanimously adopted on May 8, 2000, and Butler Wick Trust Company was substituted as Trustee; and

WHEREAS, the Trust Agreement was amended by a Fourth Amendment to Trust Agreement executed by the parties on July 13, 2000; and

WHEREAS, pursuant to the authority contained in paragraph 14 of the Trust Agreement, Butler Wick Trust Company was removed by resolution unanimously adopted on November 14, 2004, and Sky Trust was substituted as trustee, then subsequently, by virtue of a merger, Huntington National Bank became and now is the current Trustee; and

WHEREAS, the Trust Agreement was amended by a Fifth Amendment to Trust Agreement executed by the parties on December 17, 2007; and

WHEREAS, the Trust Agreement was amended by a Sixth Amendment to Trust Agreement executed by the parties on April 18, 2014; and

WHEREAS, the parties desire by this instrument to amend further and restate in its entirety the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, it is agreed that the Trustee shall hold and administer all property and assets which may come into this Trust in accordance with the terms, provisions and conditions of this Seventh Amended and Restated Trust Agreement.

1. Creation of Trust. Simultaneously with the execution of the original Trust Agreement, and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Board of Park Commissioners conveyed, assigned, transferred and delivered to the Trustee certain property described in Schedule "A", attached to the original Trust Agreement and identified by signatures of the Board of Park Commissioners and referred to as the "Trust Estate". The Trust Estate shall also consist of any other property which may hereafter be transferred and delivered to the Trustee under the terms of this Agreement. The Trustee agrees to hold the Trust Estate and any property which may later be added to the Trust pursuant to the terms of this Trust Agreement.

2. Name of Trust. The name of this Trust shall be THE MILL CREEK METRO PARKS FOUNDATION.

3. General Purpose. This Trust is created and shall be operated exclusively for charitable and educational purposes, to wit, for the purpose of supporting and advancing the mission of keeping and promoting Mill Creek Metro Parks to its highest level of excellence

through fund development essential for its maintenance and growth for future generations, including but not limited to making capital improvements within the Mill Creek Metro Parks District, a political sub-division of the State of Ohio. No part of the Trust Estate shall inure to the benefit of any private shareholder or individual, and no part of the activities of the Trust shall consist of carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, this Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended.

4. Acceptance by Trustee. The Trustee will accept any gift, grant, devise or bequest in trust, consistent with the general purpose of this Trust expressed in paragraph 3. All such gifts, grants, devises and bequests so received, together with income therefrom, shall be held, managed, administered and paid out by the Trustee pursuant to the terms of this Agreement. Provided, however, that any donor to this Trust may, in the instrument providing for his or her donation, express a desire which is not contrary to or inconsistent with the terms of this Trust Agreement:

- a. As to the time when and the specific purpose for which the principal shall be distributed; or
- b. As to the specific purpose for which the income shall be used for a definite or indefinite period.

Any such expressed desire of a donor shall be respected and observed unless it is deemed inconsistent with the general purpose of this Trust by a majority of the Foundation's Board of Directors, hereafter referred to, subject, however, in every case to the condition that if and whenever it shall appear to the Foundation's Board of Directors that circumstances have so changed since the execution of the instrument containing any gift, grant, devise or bequest as to render unnecessary, undesirable, impractical or impossible a literal compliance with the terms of such instrument, such board by resolution adopted by a majority of its members, may at any time or from time to time, direct the application of such gift, grant, devise or bequest to such other specific purpose as may, in their judgment, be consistent with the general purpose of this Trust, without regard to and free from any specific restrictions, limitations or directions contained in such instrument.

5. Foundation's Board of Directors: The Foundation's Board of Directors shall have full power and authority over the administration of the Trust, except as otherwise provided

herein. The Foundation's Board of Directors shall consist of seven (7) members who shall be constituted and appointed as follows:

- a. Appointment of Members: There shall be two (2) appointing authorities, The Board of Park Commissioners of Mill Creek MetroParks ("MetroParks Board") and the Judge of Probate Division of the Court of Common Pleas of Mahoning County ("Probate Judge"), who shall make their appointments as follows: Effective on and after March 1, 2018, (i) two Members of the Board of Directors of the Foundation will be appointed by the Probate Judge, (ii) three (3) Members of the Board of Directors of the Foundation, who are not also members of the MetroParks Board, will be appointed by the MetroParks Board, and (iii) two Members of the Board of Directors of the Foundation shall be Park Commissioners appointed by the MetroParks Board. The Members may include individuals serving on the Board of Directors of the Foundation on March 1, 2018, who may be appointed by either appointing authority; if not so appointed, their terms of office shall expire as of February 28, 2018.
- b. Partial Term Vacancies: Should the term of a Member of the Board of Directors of the Foundation be interrupted by death, resignation, or failure to serve, a successor to serve the remainder of the unexpired term will be appointed by the appointing authority of the Member whose term was interrupted, that is, the Probate Judge or the MetroParks Board. If a Member misses three (3) consecutive meetings, which are held at a minimum quarterly, then the Member has resigned effective as of the date of the third missed meeting.
- c. Conditions and Terms of Office. Members are required to live in Mahoning County, but each must have exhibited an interest in Mill Creek Metro Parks and its needs, and they may not hold or seek an elective public office while serving as a Member. Members shall hold office for a term of three (3) years and shall take office immediately following the expiration of the terms of their predecessors. Members shall serve for no more than three (3) consecutive three (3) year terms. Member terms of office shall be staggered beginning in 2018 by the appointing authorities so that the terms of no more than 3 of the seven (7) Members will expire each year.
- d. In consultation with the Development Director of the MetroParks and in conformance with the annual development plan of the Board of Park

Commissioners, yearly goals of the Foundation shall be established at the first meeting of the Foundation for each calendar year.

6. Board Administration:

- a. Meetings. The Board shall meet quarterly, or more frequently as the Members may determine, at a facility of the Mill Creek MetroParks. Quarterly meetings shall be held in the months of March, June, September and December of each calendar year.
- b. Officers. At the annual organizational meeting in December of each year for the ensuing calendar year, the Board shall elect a President from among its members for a term of one year without limits on consecutive one year terms. The Board shall have the power, with the advice of the Trustee, to nominate and appoint, from outside its own members if it so desires, a Secretary and a Treasurer who shall hold office subject to the will of the Board.
- c. Board Expenses. The expenses of the Board, including office supplies and such compensation to the Secretary and Treasurer as the Board may fix and the Trustee approve, shall be paid out of income from the Trust Estate, but the members of the Board shall serve without compensation.
- d. Meeting, Agendas, Materials, Minutes, and Annual Report.
 1. The agenda of every meeting of the Board of Directors of the Foundation will provide an opportunity for participation by the President of the Board of Park Commissioners of the MetroParks, the Executive Director of the MetroParks, and the Director of Development of the MetroParks.
 2. The Board of Directors of the Foundation will distribute the agenda and other meeting materials for each meeting to the President of the Board of Park Commissioners of the MetroParks, the Executive Director of the MetroParks, and the Director of Development of the MetroParks when they are distributed to the Board of Directors of the Foundation.
 3. The Board of Directors of the Foundation will keep minutes of its meetings and transmit these minutes to the President of the Board of Park Commissioners of the Mill Creek MetroParks, the Executive Director of the MetroParks, and the Director of Development of the MetroParks.

4. The President of the Board of Directors of the Foundation will prepare an annual report on the Foundation for submission to the MetroParks Board of Park Commissioners and the Judge of the Probate Court in Mahoning County in December of each year.

e. Fundraising, Expenditures, and Information:

1. All fund raising by the Foundation in a given year must be reviewed and approved by the MetroPark Director of Development as being aligned with and part of the comprehensive annual development plan, which was developed by the MetroParks Director of Development and approved by the Board of Commissioners of the Mill Creek MetroParks.

2. Yearly goals of the Foundation shall be established at the first meeting of the Foundation for each calendar year and evaluated at the last meeting of the year.

3. The Foundation and the Trustee will provide a quarterly record of income and expenditures by the Foundation to the MetroParks Director of Finance.

4. The Foundation will respond promptly to requests for information about the Trust Estate, fund raising, expenditures, or operations of the Foundation, which are submitted by the MetroParks Board of Park Commissioners or the MetroParks Executive Director.

f. Payments: Any written order or direction to the Trustee for the payment of money made pursuant to a resolution or motion adopted at a meeting of the Foundation's Board of Directors shall be deemed sufficiently made and executed if signed by the President and attested by the Secretary, and the Trustee shall be protected in acting upon any such written order or direction believed by the Trustee to have been signed by the proper person or persons. Written orders for payments of money of \$5000 or less shall be deemed sufficiently made and executed if signed by the Secretary.

g. Quorum and By Laws: A majority of the members of the Foundation's Board of Directors shall constitute a quorum for the transaction of any business at any meeting of such committee, but the affirmative votes or action of at least a majority of the members of the Board shall be required for the making of any order or direction for the payment of money. The Board shall have power to adopt regulations and bylaws not inconsistent with this Agreement for

meetings, regular or special, the appointment of sub-committees for special purposes and for the government of its action and may, at its pleasure, amend any such regulations and bylaws. The Board shall keep complete records of all its proceedings.

- h. Subcommittees: The Foundation's Board of Directors shall further have the authority to establish one or more separate subcommittees to assist the Board in carrying out its business, soliciting funds for the Foundation or carrying out other activities on behalf of the Foundation. The Foundation's Board of Directors shall appoint all members of any subcommittee established by the Board, and shall have the authority to remove any members or to fill any vacancy on a subcommittee. Each subcommittee shall be comprised of a minimum of three (3) persons and a maximum of five (5) persons, which must include one Member of the Foundation's Board of Directors.

- i. Officers of the Board:

- 1. The role of the President is to chair the meetings, set the meeting agenda, and conduct any day to day business of the Foundation as approved by the Board of Directors.

- 2. The role of the Treasurer is to keep the Board of Directors updated on the finances and recommend or respond to changes recommended by other Board members.

- 3. The role of the Secretary is to keep the minutes and be available to sign for or attest to written orders of payments. The Secretary shall submit the minutes of the previous meeting to the Board for approval then submit the minutes to the Executive Director of the Mill Creek MetroParks.

- j. Conflict of Interest:

- 1. The Foundations' Board of Directors shall pay attention, be good stewards and act in the best interest of the Foundation. They shall act in such a way that the interest of the Foundation and its objectives take precedence over their personal interest. The Member must disclose any financial interest and abstain from discussions and votes on transactions where the Board Member holds a financial interest or other conflicting interest. A person has a financial interest if the individual has a personal ownership, investment, or compensation arrangement with the entity being discussed by the Foundation. The Board Member must be faithful to the Foundation's governing documents

and regulations. The Board Member must not engage in any activity or transaction that competes with or hurts the Foundation as to its purpose and mission. The Board must develop policies and procedures that protect the organization's business interests and operations. Service on the Foundation requires being responsible stewards of its funds and mission.

2. If the potential conflict of interest is not resolved by the Foundation Board, then it can be addressed by the affected Member's appointing authority, be it the Probate Judge of Mahoning County or the Board of Park Commissioners. If there is deemed to be a conflict then the Member of the Foundation will be replaced by the appointing authority.

3. The Foundation Board must adopt a Conflict of Interest document that includes the above conditions and each Member shall sign and obey it.

4. Other than the two MetroParks Commissioners, a Member of the Foundation's Board of Directors shall not also be a Board Member of any other organization whose mission or purpose is to support directly or indirectly Mill Creek MetroParks or any of its owned, leased or managed properties, facilities or programs, for example, but not limited to Friends of Fellows Riverside Gardens.

7. Application of Trust Estate. Subject to the particular terms of any gift, grant, device or bequest as and only to the extent provided in paragraph 4, the income and principal of the Trust Estate shall be applied perpetually, unless and until the principal is distributed toward the purchase, acquisition, or improvement of land or facilities and the provision of arts and educational programs for the Mill Creek Metropolitan Park District, and to this end shall be expended for such park projects and purposes, and in such amounts, as the Foundation's Board of Directors shall from time to time determine, in its absolute and uncontrolled discretion.

The Trustee shall pay and disburse such portions of the net income or of the principal of the Trust Estate at such times and in such amounts as shall from time to time be ordered or directed by the Foundation's Board of Directors. The Trustee shall certify to the Foundation's Board of Directors, at least quarterly, the amount of income received by the Trustee since the last such certification and the amount of principal and income available for distribution hereunder.

8. Title and Powers of the Trustee. In the administration of this Trust and of the Trust Estate, the Trustee shall have all powers and authority necessary or available to carry out the purposes of this Trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are

deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

- a. To receive the income, profits, rents and proceeds of the Trust Estate, and to collect and receipt for the same.
- b. To purchase, subscribe for, retain, invest and reinvest in securities or other property wherever situated, and whether or not productive or of a wasting nature, and without any requirements for diversification as to kind or amount. The words "securities or other property" as used in this Agreement shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured, even though the same may not be legal investments for a Trustee under the laws applicable hereto.
- c. To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by it.
- d. Subject to the approval of the Foundation's Board of Directors, to alter, repair, improve, erect buildings upon, demolish, manage, partition, mortgage, lease, exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale, and, upon such conditions and such terms as to cash and credit as it may deem advisable, real property.
- e. Subject to the approval of the Foundation's Board of Directors, to pay all administration expenses of this Trust and any taxes imposed upon it, and to settle, compromise, or submit to arbitration, any claims, mortgages, debts, or damages, due or owing to or from this Trust, to commence or defend suits or legal proceedings, and to represent this Trust in all suits or legal proceedings.
- f. To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by it; to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may at any time be held by it and to do any act with reference thereto, including the exercise of options, the making of

agreements or subscriptions, and the payment of expenses, assessments or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.

- g. To vote directly, or by general or limited proxy, any shares of stock which may be held by it at any time, and similarly to exercise directly, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by it at any time.
- h. Subject to the approval of the Foundation's Board of Directors, to borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this Trust and to pledge any securities or other property for the repayment or any such loan.
- i. To hold part or all of the Trust Estate uninvested.
- j. To employ suitable accountants, agents, counsel and custodians and to pay their reasonable expenses and compensation.
- k. To register any securities held by it hereunder in its own name, or, to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities unregistered or in bearer form.
- l. To make, execute and deliver all instruments necessary or proper for the accomplishment of the purpose of this Trust or of any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases and settlement.

9. Bond and Compensation. The Trustee shall not be required to furnish any bond or surety. The Trustee shall receive compensation equivalent to that negotiated and agreed upon by the Trustee and the Foundation's Board of Directors, subject to the approval of the Probate Division of the Court of Common Pleas of Mahoning County, Ohio, but the Trustee's annual fee shall not be less than \$150.00.

10. If and whenever the Trustee shall certify to the Foundation's Board of Directors that the total accumulated assets of the Trust Estate exceed ONE MILLION DOLLARS (\$1,000,000) as of the end of the fiscal year just completed, the Committee shall provide for an audit of the receipts and disbursements of the Foundation's Board of Directors and the Trustee

for such year, to be conducted by an independent auditor appointed by the Board and paid out of the income of the Trust Estate as part of the expenses of the Board. Within six (6) weeks after the completion of each such audit, there shall be published in a newspaper of general circulation in Mahoning County, Ohio, a certified statement by such auditor showing in detail, for the year in question, the investments constituting the MILL CREEK PARK FOUNDATION as of the end of such year, the amount of income received, the purpose for which any expenditures shall have been made, and a classified statement of the expenses of the Foundation's Board of Directors. The cost of the publication of such statement shall be regarded as part of the Committee's expenses.

The Attorney General of the State of Ohio, or such other law officer having similar jurisdiction as may hereinafter be appointed with another title, and any representative of the Foundation's Board of Directors thereunto duly authorized by resolution or motion adopted by the Foundation's Board of Directors shall have, at all reasonable times during business hours, the right to inspect the books, vouchers and records of the Trustee and of the Foundation's Board of Directors in any way related to the Trust Estate or the management thereof or the distribution and application of the income, rents or profits thereof.

11. Successor Trustees. Successor Trustees, however or for whatever reason appointed or created, shall have all powers and discretions, be charged with all duties and invested with all rights, titles, estates and interests, as are herein conferred upon and vested in the Trustee as provided herein, and shall be and act the same in all respects, as though originally named herein as Trustee.

12. Provisions Independent. To further assure the carrying out of the purposes hereof, each of the provisions of this Agreement is to be regarded and construed as independent of every other provision. In the event that the final determination of a court of competent jurisdiction shall adjudge that any of the terms, conditions or provisions of this Agreement are invalid, such adjudication shall in no way affect the validity of the remaining provisions. In any such case the BOARD OF PARK COMMISSIONERS may, at a meeting called for that purpose, direct that the administration of this Trust be proceeded with in such manner as will most nearly conform, in their judgment, to the intent and purpose of this Agreement, due consideration being given to the judgment entered by the Court and to changed conditions and circumstances, if any. All funds, principal and income, shall at all times be held for and applied to such of said uses and purposes only as then may be valid and lawful.

13. Amendment of the Trust Agreement. The BOARD OF PARK COMMISSIONERS may, by resolution unanimously adopted, and with the approval of the Trustee, change the name of the Trust, the method of distributing income, and other details of the machinery of administration, but no such change shall in any way alter or abrogate the object or purpose of the Trust.

14. Removal of the Trustee. The BOARD OF PARK COMMISSIONERS may, by resolution unanimously adopted, remove the Trustee named herein and appoint a successor Trustee, provided that the Trustee named herein shall be reimbursed for all expenses incurred and shall be paid all compensation to which it is entitled up to the date of such removal.

15. Dissolution of Trust. Upon the dissolution of the Trust, the Trustee shall, after paying or making provisions for the payment of all the liabilities of the Trust, including all fees of the Trustee, distribute all assets of the Trust to the Board, exclusively for the purposes of the Trust. In the event that the Board ceases to exist, the assets of the Trust of any dissolution shall be distributed in such manner and to such qualified organization or organizations as the Foundation's Board of Directors shall determine to carry out the purposes of the Trust. An organization shall be deemed to be a "qualified organization" for purposes of this paragraph only if at the time of the distribution of such assets it is operated exclusively for the purposes described in Section 501(c)(3) of the Internal Revenue Code of 1954 and is described in Section 509(a)(1) or (2) thereof. Any of such assets not so distributed shall be distributed by the Court of Common Pleas of Mahoning County to such qualified organization or organizations as said Court shall determine, but to carry out the purposes of the Trust.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate at Youngstown, Ohio, by the BOARD OF PARK COMMISSIONERS and the Trustee acting through their duly authorized officers the day and year first above written.

Signed in the presence of:

**Board of Park Commissioners,
Mill Creek Metro Parks**

By: _____
Lee Frey, President

Huntington National Bank

By: _____
Vice President and Trust Officer

STATE OF OHIO)
) ss:
COUNTY OF MAHONING)

Before me, a Notary Public in and for said County and State, personally appeared the above named Lee Frey, President of Mill Creek MetroParks, who acknowledged that he did sign the foregoing Seventh Amended and Restated Trust Agreement, and that the same is his free act and deed as such officer and the fee act and deed of the Board of Park Commissioners.

Notary Public

Notary Public

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Justin Rogers, Planning Manager presented the following Bid Tabulations for Golf Course Maintenance Equipment.

Mill Creek Golf Course – Golf Maintenance Equipment

BID OPENING: January 31, 2018 ESTIMATE: \$110,000.00

10% BID CAP: \$121,000.00

Name of Bidder	Total Amount of Bid as Read at Bid Opening	Total Amount of Bid After Tabulation
Century Equipment (Twinsburg, OH)	\$105,161.76	\$105,161.76

NOTES:

1. One (1) bid was received, checked and tabulated. The total amount of the bid was within the 10% bid cap.
2. No errors were found in the bid submitted.
3. The low bidder at bid opening and after tabulation is Century Equipment.
4. All required bonds, documents, forms and attachments were included with Century Equipment's bid.
5. Century Equipment is experienced in and capable of providing the equipment required in the specifications. The MetroParks has previously purchased equipment and materials from Century Equipment.

RECOMMENDATIONS:

1. It is recommended that Century Equipment be awarded the contract for the equipment bid project named "Mill Creek Golf Course – Golf Maintenance Equipment," at the grand total amount bid of \$105,161.76.

Lee Frey moved the bid of Century Equipment be accepted. Jeff Harvey seconded the motion. After discussion, and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Carol Vigorito, Recreation and Education Director, presented the following special event requests for approval:

- Mahoning County Amateur Radio Emergency Communications Association to hold their 24-hour emergency communications exercise at the MetroParks Farm the weekend of June 23-24.

- Eye Run in the Sun to hold their 5k fundraiser on Sunday, July 29, 2018, on the MetroParks Bikeway.

Lee Frey moved that the requests be approved. The motion was seconded by Germaine Bennett and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Brian Tolnar, Golf Director, presented the following special event requests for approval:

- Senator Joe Schiavoni Outing, Friday, May 4, 2018, from 8 a.m. to 2 p.m.
- The Till Open, Saturday, July 7, 2018, from 8 a.m. to 2 p.m.
- Vindicator's Greatest Golfer of the Valley Tournament, Friday, August 17, 2018, from 7 a.m. to 5 p.m.

Lee Frey moved that the requests be approved. The motion was seconded by Tom Frost. After discussion, and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Andrew Pratt, Gardens Director, presented the following special event request for approval:

- Garden Forum Spring Membership meeting, permission to collect funds, April 21, 2018, at the Davis Center.

Lee Frey moved that the request be approved. The motion was seconded by Germaine Bennett. After discussion, and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey
Voting Nay: None

Executive Director's Report

1. MCMP's Comprehensive Parks & Recreation Strategic Master Plan; Chapter 7-Implementation Plan and related Action Plan Summary submitted to the Board as a written plan of goals for 2018. Monthly director reports and APO's are all correlated to the Master Plan.
2. Congratulations to Brian Tolnar, Golf Director to being recognized by the PGA in becoming the 136th Certified PGA Professional in the Country. Brian is now 1 of only 2 golf professionals certified in the State of Ohio for Player Development in the PGA of America.
3. Thank you to Andrew Pratt for providing the in-house Hemlock Wooly Adelgid Training Course to various staff members.

Ellen Speicher of the Horticulture Standing Committee reported that, in the spirit of cooperation, they have provided the Board with recommendations for in-house staff Arborist training. She thanked the Board for providing the recent staff training on the Hemlock Wooly Adelgid. The Board thanked Ellen for the report.

Aaron Young, Executive Director, announced that at the March 12, 2018, Board Meeting, there will be a presentation of the 2018 projects.

Lee Frey spoke regarding the Seventh Amended and Restated Trust Agreement establishing the Mill Creek MetroParks Foundation. He explained that members will be from Mahoning County only, two

members will be from the MetroParks Board of Park Commissioners, two members will be appointed by the Probate Judge, and three members will be appointed by the Board of Park Commissioners.

Lee moved that the following three candidates be appointed to the MCMP Foundation Board: Ray Bria, Reid Schmutz, and Tom Sanborn, with staggered terms. (Bria's term will expire on February 28, 2019, Schmutz on February 29, 2020, and Sanborn on February 28, 2021). Germaine Bennett seconded the motion. Discussion ensued, regarding the qualifications of the three candidates. After discussion, and the roll being called upon its adoption, the vote resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey

Voting Nay: None

Lee Frey stated that he would like to be one of the two MCMP Board of Park Commissioners on the MCMP Foundation Board. The decision for these two positions will be postponed until the next MetroParks Board Meeting.

Tom Frost welcomed Jeff Harvey to the Board. He expressed that he was happy that the 7th Amended Agreement passed. He was impressed with the passion of the staff and community. He thanked the Horticulture Standing Committee for their suggestions.

Germaine Bennett welcomed Jeff to the Board. She appreciates the rapport with the Horticulture Standing Committee. She thanked Andrew Pratt for the training on the Hemlock Woolly Adelgid.

Lee Frey stated that if the audience needs clarification on a subject being discussed during the Board meeting, to feel free to speak up during the meeting.

Public Comments – none

Lee Frey announced that the next Regular Board Meeting has been scheduled for Monday, March 12, 2018, at 6 p.m. at the MetroParks Farm.

There being no further business, Lee Frey moved to adjourn the meeting. Tom Frost seconded the motion, and the vote taken resulted as follows:

Voting Aye: Bennett, Frey, Frost, Harvey

Voting Nay: None

The meeting adjourned at 6:44 p.m.