

The Board of Education of the Olentangy Local School District, Counties of Delaware and Franklin, Ohio, met in regular session at \_\_\_\_\_ p.m. on the 12th day of December, 2019 at 7840 Graphics Way, Lewis Center, Ohio 43035, with the following members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ introduced the following resolution and moved its adoption:

**OLENTANGY LOCAL SCHOOL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE GRANTING  
OF A COMMUNITY REINVESTMENT AREA EXEMPTION**

WHEREAS, pursuant to Ohio Revised Code ("O.R.C.") 3735.65 et. al., the Board of Education (the "Board") of the Olentangy Local School District (the "School District") received notice dated November 25, 2019 (the "County Notice"), of the intent of Delaware County, Ohio (the "County") to adopt a resolution (the "County Resolution"), a copy of such resolution is attached hereto as Exhibit A, exempting from real property tax, certain real property identified on Exhibit B attached hereto located in the County and identified in the County Notice (the "Exempted Property"); and

WHEREAS, the intent of the County Resolution is to provide for the exemption (the "CRA Exemption") of seventy-five percent (75%) (the "Exemption Percentage") of the real property tax for a period of five (5) years, commencing on the date set forth in the County Resolution; and

WHEREAS, the County intends to require the owners of the Exempted Property, pursuant to O.R.C. §3735.671, to make annual service payments in lieu of taxes to be used to pay for the Public Infrastructure Improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Olentangy Local School District, Counties of Delaware and Franklin, Ohio:

SECTION 1. The Board hereby approves the exemption of seventy-five percent (75%) of the real property tax of the Exempted Property pursuant to Ohio Revised Code 3735.65 et. al., for up to five (5) additional years on the condition that the Board of Commissioners of the County and this Board enter into a School Compensation Agreement (the "Agreement").

The terms of the compensation are set forth in the Agreement, a substantially final version of which is attached hereto as Exhibit C.

Failure to satisfy the conditions of this Section 1 shall render this approval null and void.

SECTION 2. The Agreement is hereby approved, shall be executed on behalf of this Board by the Treasurer and shall be substantially in the form presented to this Board, with such changes, not inconsistent with this resolution, as shall be agreed to by the Treasurer, the Treasurer's execution of the Agreement on behalf of this Board shall be conclusive evidence of such approval.

SECTION 3. Provided the Agreement is entered into, the School District hereby waives compliance with the notice requirements of O.R.C. 3735.65 et.al., of the Ohio Revised Code, but solely with respect to the Exempted Property.

SECTION 4. That it is found and determined that all formal actions of this board of education concerning and relating to the adoption of this resolution were adopted in an open meeting of this board of education, and that all deliberations of this board of education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

\_\_\_\_\_ seconded the motion, and the roll being called upon the question of adoption of the resolution, the vote resulted as follows:

AYE:

NAY:

ADOPTED this 12<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Treasurer

**CERTIFICATE**  
TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the meeting of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio, held on December 12, 2019, showing the adoption of the Resolution set forth above.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Treasurer, Board of Education  
Olentangy Local School District

**EXHIBIT A**

COUNTY RESOLUTION

**EXHIBIT B**

**PROJECT PARCELS**

**EXHIBIT C**

AMENDED SCHOOL COMPENSATION AGREEMENT

**RESOLUTION NO. 19-**

**IN THE MATTER OF APPROVING THE EXECUTION OF AN AMENDED COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE COUNTY OF DELAWARE, AND THE ROBERTS FAMILY GROUP OF COMPANIES, INC:**

It was moved by Mr(s). \_\_\_\_\_, seconded by Mr(s). \_\_\_\_\_ to approve the following:

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Liberty Township Community Reinvestment Area #04105788-01; and

WHEREAS, Roberts Family Group of Companies desires to continue the use of a Data Center at 268 Greif Parkway (hereinafter referred to as “Project”) within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Community Reinvestment Area agreement with Roberts Family Group of Companies:

## COMMUNITY REINVESTMENT AREA

### AMENDED AGREEMENT

This Amended Agreement is made and entered into by and between the **Roberts Family Group of Companies**, as referenced on **Exhibit A** to this Amended Agreement, with its main offices located at 600 Gillam Road, Wilmington, OH 45177, (hereinafter referred to as the “Company”), the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the “County”), and **Liberty Township** (hereinafter referred to as the “Township”) with its main offices located at 7761 Liberty Road, Powell, Ohio 43065, (collectively the “Parties”).

WITNESSETH;

WHEREAS, the Township and the County have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area (the “**CRA**”), a map and description of which is attached hereto as **EXHIBIT B** and made a part hereof; and

WHEREAS, the Board of Trustees, Liberty Township, Delaware County, Ohio, by Resolution No. 06-077, adopted on March 6, 2006, and the Board of County Commissioners, Delaware County, Ohio, by Resolution No. 06-315, adopted by on March 9, 2006, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, the County approved a CRA agreement on June 12, 2008 by Resolution Number 08-691 for the property located at 268 Greif Parkway, Delaware, Ohio 43015 and listed as Delaware County Auditor’s Parcel Number 419-440-05-004-000 (the “**Original Agreement**”) as referenced on **Exhibit C** to this Amended Agreement, which said agreement is currently valid and in full effect; and

WHEREAS, the Company has submitted a proposed **agreement application** (attached hereto as **EXHIBIT D** to this Amended Agreement) to the County pursuant to Chapter 3735 of the Ohio Revised Code, said application hereinafter referred to as “Application”; and

WHEREAS, the County and the Township have determined that the Company satisfies the statutory criteria set forth in Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Company is desirous of relocating and expanding its business operations by purchasing, updating and occupying an existing state-of-the-art Data Center facility located at 268 Greif Parkway in the Greif Park corporate business park on tax parcel number 41944005004000 (the “**Project Site**”). The facility is approximately 24,754 square feet in size and is to be used for data center processing and technology activities. In addition, the Company desires to create jobs and payroll, and make investments in updated machinery and equipment at the data center facility at the Project Site, located in Liberty Township, Powell, Delaware County, Ohio, and the investments at the Project Site shall constitute the “Project”. The Project Site shall be owned by the Company on land described in **EXHIBIT E**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned CRA. The Company

Company agrees not to annex the project site throughout the term of the Agreement. The Project will involve an estimated total investment by the Company of \$3,250,000.00 (Three Million Two Fifty Thousand Dollars) plus or minus ten percent, at the Project Site in Liberty Township. The Project will begin on or about January 1, 2019, and all acquisition of personal property and updates listed as part of the Project shall be completed by July 1, 2019.

2. The Company shall create within a time period not exceeding 12 months after the completion of acquisition and updates by the Company and subsequent occupancy by the Company of the proposed Project (estimated to be no later than July 1, 2019) of the aforesaid facility, the equivalent of 2 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 2 full-time equivalent (FTE) job opportunities to be created by the Project.

In addition, the Company shall retain a minimum of 0 full-time equivalent (FTE) existing jobs, currently consisting of 0 full-time and 0 part-time jobs, at the Project Site. Full-time permanent job opportunities shall include direct employees of the Company, employees engaged directly by either one of the Company as independent contractors to which one of the Company issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the Company that are performing functions or services for either one of the companies at the Project Site.

The Company's schedule for retaining full-time permanent, part-time permanent, and temporary job opportunities is as follows: 0 FTE jobs retained at the Project Site, in **2019**. As of January 1, 2019, the Company had 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 2,495 employees in the State of Ohio.

The Project shall result in a total of at least 2 full-time permanent positions in place at the Project Site as of March 1, 2019.

It is expected that this increase via the full implementation of the Project will result in additional annual payroll for the Company of approximately \$110,000.00 (One Hundred Ten Thousand Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$110,000.00 (One Hundred Ten Thousand Dollars) of additional annual payroll for the Company at the Project Site. It is estimated that the retaining of at least 0 FTE jobs shall result in \$00.00 (Zero Dollars) retained annual payroll for the Company at the Project Site.

3. The Company shall provide to the proper Tax Incentive Review Council (the "TIRC") any information reasonably required by the TIRC to evaluate the Company's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the TIRC. If the Company hires new employees, the Company shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. For purposes of this section new employees do not include retained employees. Compliance with the Employment Plan shall be based on the Company demonstrating a best faith effort to meet the Employment Plan's goals. The Employment Plan shall include the following criteria:

The Company shall use best faith efforts to hire at least 50% of its new employees from Delaware County residents meeting one or more of the following classifications:

- a. A resident of the CRA and/or Delaware County;
- b. Unemployed for at least 6 months;
- c. Handicapped; and/or
- d. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, the Company shall provide the Tax Incentive Review Council or the Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan. In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the Company agrees to undertake the following tasks during the term of this Agreement:

- a. The Company shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
- b. The Company shall contact the Delaware Area Career Center (the "DACC") within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the Company and the DACC.
- c. The Company shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Economic Development Department to determine if it would be possible to develop a workforce development programs at the Project Site. Such programs may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the Company.

4. The County hereby grants the Company an average **75%** tax exemption, for an additional 5 year period, pursuant to Section 3735.67 of the Ohio Revised Code for **real property improvements** to the Project Site. Said exemption shall be based on the increased assessed valuation of the Project Site that resulted from the real property improvements made pursuant to the **Original Agreement**, pursuant to which a 75% tax exemption was granted for a period of 10 years. The tax exemption amount shall be as follows:

**Year Exemption Percent**

- 1) 75%; 2) 75%; 3) 75%; 4) 75%; 5) 75%; 6) 75%; 7) 75%; 8) 75%; 9) 75%; 10) 75%;  
11) 75%; 12) 75%; 13) 75%; 14) 75%; 15) 75%**

Each identified Project improvement will receive a 15-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall extend beyond January 1, 2025. The Company shall occupy and remain in operation at the Project Site at least until January 1, 2026.

5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, the Company shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from the Company to OLSD for calendar years 2010 through 2019 (due on or before December 31<sup>st</sup> of each

year) shall be \$42,071.36. The annual payment from the Company to OLSD for calendar years 2020 through 2024 (due on or before December 31<sup>st</sup> of each year) shall be \$48,571.36 per year. The annual payment to DACC shall be \$3,009.09 for calendar years 2010 through 2019 (due on or before December 31<sup>st</sup> of each year). The annual payment from the Company to DACC for calendar year 2020 through 2024 (due on or before December 31<sup>st</sup> of each year) shall be \$3,509.09 per year. The payments shall be for the benefit of educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. These payments shall be subject to the terms and conditions of a separate Compensation Agreement between the Company, Olentangy Local School District, and the Delaware Area Career Center. By virtue of this School Compensation Agreement, the Boards of Education of OLSD and DACC are not required to approve this Agreement, pursuant to section 3735.671 (A)(2) of the Revised Code. A copy of the School Compensation Agreement is attached hereto as **EXHIBIT F** and by this reference fully incorporated herein.

6. The Company shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2010, with the last payment due on December 31, 2024. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the TIRC created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.

7. As applicable, the Company must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by the Company annually. Copies of these tax forms shall also be provided by the Company annually to the applicable TIRC. In addition, the Company may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.

8. The Company shall pay such real and tangible personal property taxes as are owed by it and are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

9. Delaware County and Liberty Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

10. If for any reason said CRA designation expires, the Director of the Ohio Development Services Agency revokes certification of the CRA, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company

14. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

15. The Company, Liberty Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval. A copy of this Agreement must be forwarded by the County and Township to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.

16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice nondiscrimination in their operations. By executing this Agreement, the Company is committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined the Company or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

18. The Company affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representatives of the Company have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

19. This Agreement is not transferable or assignable without the express, written approval of Liberty Township and Delaware County.

20. The County, the Township and the COMPANY each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANY each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-438, Resolution Number 08-691, and 19-\_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number 19-1007-06, has caused this instrument to be executed this 17th day of October, 2019, and Roberts Family Group of Companies has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

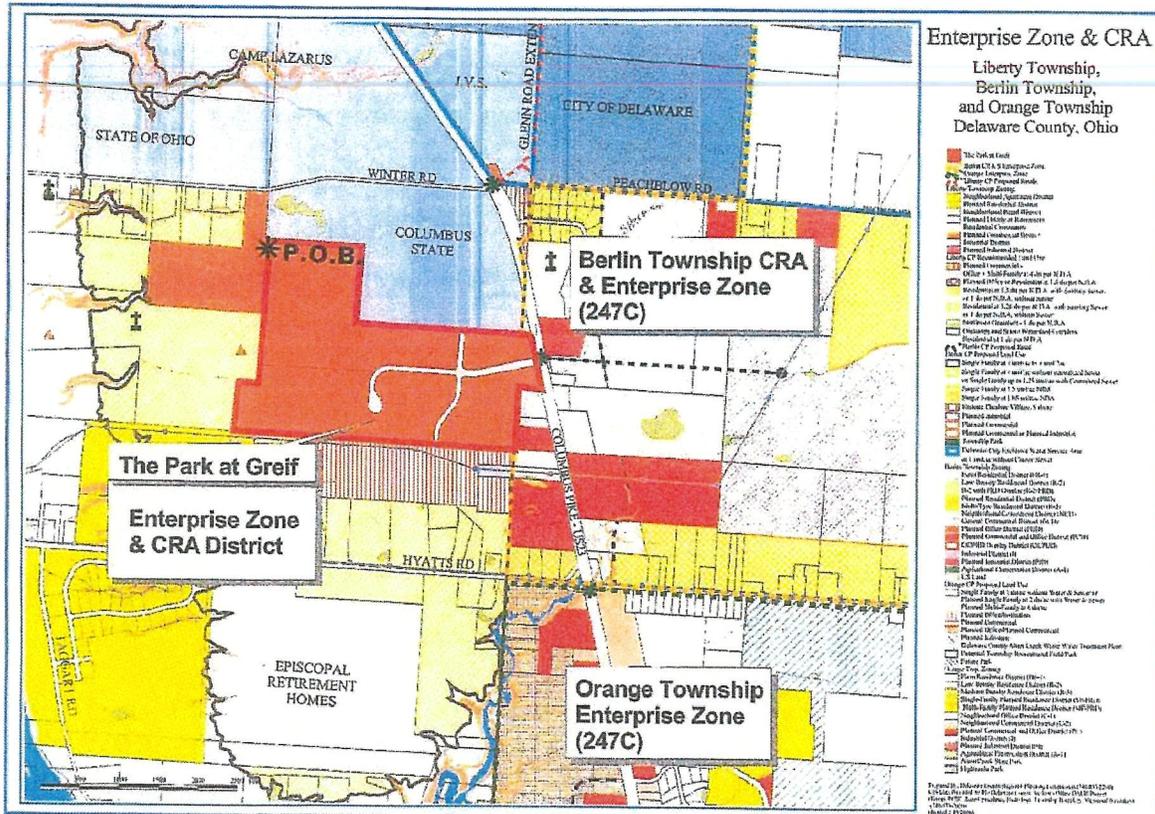
**EXHIBIT B**

**to Amended Agreement**

Map & Description

**Liberty Township, Delaware County, Ohio  
Community Reinvestment Area No. 04105788-01 Expansion Area  
Boundary Description**

Beginning at a point located at the northwest corner of Delaware County Tax Parcel Number 41944005007000 in Liberty Township, which is the Point of Beginning (POB) for the Community Reinvestment Area Expansion Area; then proceeding eastward along the north property line of said tax parcel number 41944005007000, a distance of approximately 1,178.60 feet to a point located at the north east corner of tax parcel number 41944005007000; then proceeding in a southerly direction along the eastern property line of tax parcel number 41944005007000 a distance of approximately 993.70 to a point located at the northwest corner of tax parcel number 41944005006000; then proceeding in an easterly direction, a distance of approximately 2,119.55 feet to a point on the eastern boundary line of Liberty Township / western boundary line of Berlin Township; then proceeding in a southerly direction along this shared township boundary line, a distance of approximately 2,118.15 feet to a point at the southeast corner of tax parcel number 41944005012000; then proceeding in a westerly direction along the southern boundary of The Park @ Greif, a distance of approximately 3,582.10 feet to a point located at the southwestern corner of tax parcel number 41944005007000; then proceeding northward along a line a distance of approximately 640 feet, then proceeding eastward along a line a distance of approximately 270 feet to a point along the western property line of tax parcel number 41944005007000; then proceeding northward a distance of approximately 1,846.55 feet along the western property line of tax parcel number 41944005007000 to the Point of Beginning (POB); encompassing an area of approximately 144.14 acres.



**Exhibit D**

**To Amended Agreement**

Roberts Family Group of Companies

Application for Community Reinvestment Area (CRA)

**EXHIBIT F**  
**TO AMENDED AGREEMENT**

**School Compensation Agreement**

**AMENDED SCHOOL COMPENSATION AGREEMENT**

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between the OLENTANGY LOCAL SCHOOL DISTRICT, Delaware and Franklin Counties, Ohio, a school district and political subdivision of the State of Ohio (the “School District”), the DELAWARE AREA CAREER CENTER, an Ohio joint vocational school district (the “JVSD”), ROBERTS FAMILY GROUP OF COMPANIES, (the “Company”), and their respective successors and assigns.

**WITNESSETH:**

WHEREAS, Delaware County, Ohio (the “County”), by Resolution No. 06-315 adopted on March 9, 2006 (the “Creation Resolution”), in conjunction with the consent of the Board of Trustees of Liberty Township (the “Township”), have designated an area in Liberty Township as a Community Reinvestment Area (the “CRA”) and have established qualifications and requirements for commercial and industrial development projects to receive tax incentives, pursuant to Ohio Revised Code Chapter 3735, and have encouraged the development of real property and investment in personal property therein; and

WHEREAS, the purpose of the CRA in Liberty Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within the CRA; and

WHEREAS, the County approved a CRA agreement on June 12, 2008 by Resolution No. 08-691 for the property located at 268 Greif Parkway, Delaware, Ohio 43015 and listed as Delaware County Auditor’s Parcel Number 419-440-05-004-000 (the “Original Agreement”) attached hereto as **Exhibit A** of this Resolution; and

WHEREAS, the Original Agreement granted a ten (10) year, seventy five per cent (75%) tax exemption for real property improvements, said exemption not to extend beyond January 1, 2020; and

WHEREAS, the School District and the JVSD both approved an original School Compensation Agreement as part of the Original Agreement; and

WHEREAS, the County has received an application (the “Application”), submitted by Roberts Family Group of Companies (the “Company”), as referenced on **Exhibit B**, to amend, extend, and assign the Original Agreement; and

WHEREAS, the Township, by Resolution No. 19-1007-06 adopted on October 17, 2019, has approved the Application and the request to extend the CRA incentive as contained therein; and

WHEREAS, an amended CRA agreement (the Community Reinvestment Area Amended Agreement”) has been negotiated that provides for additional annual compensation be paid to the School District and the JVSD.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter described, and to compensate the Olentangy Local School District and the Delaware Area Career Center for tax revenues lost due to the tax exemption granted by Delaware County, the parties agree as follows:

1. The Company shall make payments to the School District and the JVSD in accordance with the terms and conditions set forth in Section 5 of the Community Reinvestment Area Amended Agreement. This payment shall be made upon receipt of an invoice from Delaware County.

School District Compensation: 5 annual payments due by December 31 of each year with the first such payment due December 31, 2020 in the amount of \$48,571.36 each year. The payments shall total \$242,856.80 over 5 years.

JVSD Compensation: 5 annual payments due by December 31 of each year with the first such payment due December 31, 2020 in the amount of \$3,509.09 each year. The payments shall total \$17,545.45 over 5 years.

2. The cash payments made by the Company to the School District and the JVSD shall be for educational initiatives for the sole benefit of the School District and the JVSD.

3. The School District and the JVSD agree to administer all moneys paid by the Company.

4. The obligation of the Company to make annual payments to the School District and the JVSD pursuant to this Agreement is made for the benefit of these school districts. If the Company fails to make the annual payments to these school districts, the school districts agree that neither the Township nor the County shall be liable for any annual payment that the Company is required to remit pursuant to this Agreement.

5. This Agreement is enforceable only with an active Community Reinvestment Area Agreement and may be or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

6. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

7. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

School District:

Board of Education  
Olentangy Local School District  
7840 Graphics Way

Lewis Center, OH 43035

JVSD: Board of Education  
Delaware Area Career Center  
4565 Columbus Pike  
Delaware, Ohio 43015

Company: Roberts Family Group of Companies  
600 Gillam Road  
Wilmington, Ohio 45177  
Attn: Jeff Haungs, Vice President

with copies to:  
Delaware County, Ohio  
101 N. Sandusky Street  
Delaware, Ohio 43015  
Attn: County Administrator

8. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid, or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

9. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the School District, the JVSD, and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

**OLENTANGY LOCAL SCHOOL  
DISTRICT, DELAWARE AND  
FRANKLIN COUNTIES, OHIO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**DELAWARE AREA CAREER CENTER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ROBERTS FAMILY GROUP OF  
COMPANIES**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF DELAWARE )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District, Delaware and Franklin Counties, Ohio, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said School District and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said School District, to be his/her voluntary act and deed, and the voluntary act and deed of said School District.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

[Notary Seal]

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF DELAWARE )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, a Notary Public in and for the State of Ohio the Delaware Area Career Center, by \_\_\_\_\_, known and known to be the \_\_\_\_\_ of said Joint Vocational School District and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said Joint Vocational School District, to be his/her voluntary act and deed, and the voluntary act and deed of said School District.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

[Notary Seal]



**EXHIBIT A**  
**ORIGINAL AGREEMENT**

**EXHIBIT B**  
**APPLICATION**

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the Board of Commissioners of Delaware County, located in the County of Delaware and See EXHIBIT A.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Roberts Family Group of Companies  
Enterprise Name

Jeff Haungs, Vice President  
Contact Person

600 Gillam Road Wilmington, Ohio  
Address

239-275-2314  
Telephone Number

- b. Project site:

Lot 3863 Greif Park (Liberty Twp)

Jeff Haungs, Vice President  
Contact Person

268 Greif Parkway Delaware, Ohio  
Address

239-275-2314  
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Data Center – Information Technology

- b. List primary 6 digit North American Industry Classification System (NAICS) # 518210  
Business may list other relevant SIC numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A)  
\_\_\_\_\_  
\_\_\_\_\_

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

S-Corporation

3. Name of principal owner(s) or officers of the business.

Jeff Haungs, Vice President

4. a. State the enterprise's current employment level at the proposed project site:

0

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X No

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

One Employee will relocate from our Columbus, OH office

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

2,495

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

26 FT salaried employees are at our Columbus Office

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

All assets will be newly purchased and only one employee will be relocated from a Columbus office.

5. Does the Property Owner owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes      No X

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes      No X

- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Relocating and expanding its business operations by purchasing, updating and occupying an existing state-of-the-art Data Center facility for data center processing and technology activities.
7. Project will begin January 1, 2019 and be completed December 31, 2019 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
2 Full Time Employees
- b. State the time frame of this projected hiring: 1 yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
2 Full Time employees added by 12/31/19
9. a. Estimate the amount of annual payroll such new employees will add \$ 110,000  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0
10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- |  |                     |
|--|---------------------|
| a. Acquisition of Buildings:           | \$ <u>4,450,000</u> |
| b. Additions/New Construction:         | \$ _____            |
| c. Improvements to existing buildings: | \$ _____            |

d. Machinery & Equipment:	\$ 4,700,000
e. Furniture & Fixtures:	\$ 250,000
f. Inventory:	\$
<b>Total New Project Investment:</b>	<b>\$ 9,400,000</b>

11. a. Business requests the following tax exemption incentives: 75 % for an additional 5 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific if possible)  
We have purchased this site and are considering significant upgrades and new equipment. The granting of the tax exemption extension would make the project viable and allow us to invest in the site.

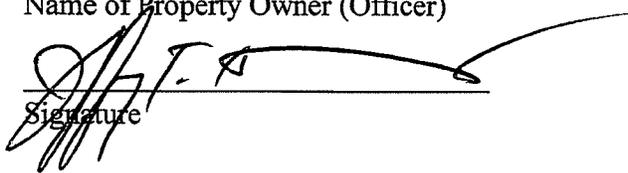
Submission of this application expressly authorizes Delaware County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Jeffrey Haungs  
Name of Property Owner (Officer)

4/1/19  
Date

  
Signature

Jeffrey Haungs, Vice President  
Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



## COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between State Automobile Mutual Insurance Company, with its main offices located at 518 E. Broad St., Columbus, Ohio 43215, (hereinafter referred to as the "COMPANY"), the Board of County Commissioners of Delaware County, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), and Liberty Township (hereinafter referred to as "Township") with its main offices located at 10104 Brewster Lane, Suite 125, Powell, Ohio 43065.

WITNESSETH;

WHEREAS, Liberty Township and Delaware County have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Areas, a map and description of which is attached hereto as EXHIBIT A and made a part hereof; and

WHEREAS, State Automobile Mutual Insurance Company is desirous of constructing and expanding its business operations by constructing a state-of-the-art Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000. The new facility will be approximately 22,000 square feet in size, to be used for data center processing and technology activities. In addition, the COMPANY desire to retain jobs and payroll, and investment in new machinery and equipment at the new data center facility, to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio, hereinafter be referred to as the "PROJECT site", and the improvements to be constructed and invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be owned by State Automobile Mutual Insurance Company on land described in EXHIBIT B, attached hereto and made a part hereof, and is within the boundaries of the aforementioned Community Reinvestment Area (CRA). State Automobile Mutual Insurance Company shall carry out the proposed PROJECT at said PROJECT site, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Board of Trustees, Liberty Township, Delaware County, Ohio, by Resolution Number 06-077, adopted on March 6, 2006, and Resolution Number 06-315, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective the 22<sup>nd</sup> day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, the County and the Township have determined that State Automobile Mutual Insurance Company satisfies the statutory criteria set forth in Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the County having the appropriate authority for the stated type of project desires to provide State Automobile Mutual Insurance Company with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, State Automobile Mutual Insurance Company has submitted a proposed agreement application (herein attached as EXHIBIT C) to the County pursuant to Chapter 3735 of the Ohio Revised Code, said application hereinafter referred to as "APPLICATION"; and

WHEREAS, State Automobile Mutual Insurance Company has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Liberty Township Community Reinvestment Area has investigated the application of State Automobile Mutual Insurance

Company and has recommended the same to the Board of Trustees of Liberty Township and the Delaware County Board of Commissioners on the basis that State Automobile Mutual Insurance Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Delaware County; and

WHEREAS, the PROJECT site as proposed by State Automobile Mutual Insurance Company is located in the Olentangy Local School District and the Boards of Education of the Olentangy Local School District and Delaware Area Career Center School District ( collectively the "School Districts") have been notified in accordance with Section 5709.83 and have been given a copy of the APPLICATION; and

WHEREAS, the School Districts are not required to approve this Community Reinvestment Area Agreement pursuant to section 3735.671 (A)(2) of the Revised Code and by virtue of a School Compensation Agreement between State Automobile Mutual Insurance Company and the School Districts, and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format under Section 3735.671(B) of the Ohio Revised Code, the Parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

1. State Automobile Mutual Insurance Company shall build an approximately 22,000 square foot Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio. The facility will be owned by State Automobile Mutual Insurance Company, and be used for state-of-the-art Data Center operations on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the construction of this new facility is estimated to be \$14,400,000. Said cost will include an estimated \$700,000 for real property acquisition , an estimate \$9,900,000 for construction of the data center facility building, and an estimated \$3,800,000 for machinery and equipment that will be affixed to the data center facility. State Automobile Mutual Insurance Company shall own, and State Automobile Mutual Insurance Company shall occupy, the new data center facility that constitutes the PROJECT site and remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **January 1, 2020**, The COMPANY agrees not to annex the project site throughout the term of the Agreement.

In addition, State Automobile Mutual Insurance Company shall lease and /or purchase new machinery and equipment, with this investment estimated to be \$4,000,000.

The PROJECT will involve an estimated total investment by State Automobile Mutual Insurance Company of \$18,400,000 (Eighteen Million Four Hundred Thousand Dollars) **plus or minus ten percent**, at the PROJECT site in Liberty Township. Included in this estimated total investment are: \$14,400,000 (Fourteen Million Four Hundred Thousand Dollars) for real property improvements to construct the COMPANY's new facility, a state-of-the-art data center facility at the PROJECT site located at the Park @ Greif corporate business park on tax parcel number 41944005004000, in Liberty Township; and invest \$4,000,000 (Four Million Dollars) for new machinery & equipment, \$0.00 (Zero Dollars) for new furniture & fixtures, and \$0.00 (Zero Dollars) for new inventory at the PROJECT site.

The PROJECT will begin on or about September 1, 2008, and all building improvements shall be completed by July 1, 2010 and all acquisition of personal property listed as part of the PROJECT shall be completed by July 1, 2010.

The total investment of this new construction project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures, which is estimated to be \$0.00. The PROJECT is determined to be eligible as a significant new investment via the

construction of a new data center facility at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio via the construction of a new data center facility for data processing purposes, and the purchase of new machinery & equipment.

2. State Automobile Mutual Insurance Company shall create within a time period not exceeding 36 months after the completion of construction by State Automobile Mutual Insurance Company and subsequent occupancy by the COMPANY of the proposed PROJECT (estimated to be no later than July 1, 2010) of the aforesaid facility, the equivalent of 0 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 0 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the COMPANY shall retain a minimum of 10 full-time equivalent (FTE) existing jobs, currently consisting of 10 full-time and 0 part-time jobs, at the PROJECT site. Full-time permanent job opportunities shall include direct employees of the COMPANY, employees engaged directly by either one of the COMPANY as independent contractors to which one of the COMPANY issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the COMPANY that are performing functions or services for either one of the COMPANYS at the Project site.

The COMPANY schedule for retaining full-time permanent, part-time permanent, and temporary job opportunities is as follows: 10 FTE jobs retained at the PROJECT site, in Year One 2010.

As of May 28, 2008, the COMPANY had 881 full-time permanent employees, 36 part-time permanent employees, 11 full-time temporary employees, and 2 part-time temporary employees for a total of 930 employees in the State of Ohio.

The PROJECT shall result in a total of at least 10 full-time permanent positions in place at the PROJECT site as of July 1, 2010.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for the COMPANY of approximately \$ 0.00 (Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$ 0 (Dollars) of additional annual payroll for the COMPANY at the PROJECT site. It is estimated that the retaining of at least 10 FTE jobs shall result in \$450,000 (Four Hundred Fifty Thousand Dollars) retained annual payroll for the COMPANY at the PROJECT site.

3. The COMPANY shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprises' compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. If the COMPANY hires new employees, the COMPANY shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. For purposes of this section new employees do not include retained employees. Compliance with the Employment Plan shall be based on the COMPANY demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:
  - a. The COMPANY shall use best faith efforts to hire at least 15% of its new employees from Delaware County residents meeting one or more of the following classifications:
    1. A resident of the CRA and/or Delaware County;
    2. Unemployed for at least 6 months;

3. Handicapped; and/or
4. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, the COMPANY shall provide the Tax Incentive Review Council or Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan.

In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the COMPANY agree to undertake the following tasks during the term of this Agreement:

- a. The COMPANY shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
  - b. The COMPANY shall contact the Delaware Area Career Center (DACC) within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the COMPANY and the DACC.
  - c. The COMPANY shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible to develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the COMPANY, and ongoing support for the program to the COMPANY from the WIA subcommittee.
4. The County hereby grants State Automobile Mutual Insurance Company an average 75% tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for real property improvements to the PROJECT site. Said exemption shall be based on the increase in the assessed valuation of the PROJECT site as a result of the real property improvements. The tax exemption amount shall be as follows:

<u>Year</u>	<u>Exemption Percent</u>
1	75%
2	75%
3	75%
4	75%
5	75%
6	75%
7	75%
8	75%
9	75%
10	75%

If investment in new real property falls below 90% of the target level, Liberty Township and Delaware County reserve the right to modify or terminate this Agreement.

Each identified PROJECT improvement will receive a 10-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall commence January 1, 2010 nor extend beyond January 1, 2020. The COMPANY shall occupy and remain in operation at the PROJECT site at least until January 1, 2021.

5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, State Automobile Mutual Insurance Company shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from State Automobile Mutual Insurance Company to OLSD shall be \$42,071.36 per year for ten years for a total amount of \$420,713.60. The annual payment to DACC shall be \$3,009.09 per year for ten years for a total amount of \$30,090.90.

The payments shall be for the benefit educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. The first payments to OLSD and DACC shall be due by December 31, 2010, with each subsequent payment due by December 31 of each subsequent year, with the 10<sup>th</sup> and final payment being due by December 31, 2019.

These payments shall be subject to the terms and conditions of a separate Compensation Agreement between State Automobile Mutual Insurance Company, Olentangy Local School District, and the Delaware Area Career Center. By virtue of this School Compensation Agreement the Boards of Education of OLSD and DACC are not required to approve this agreement, pursuant to section 3735.671 (A)(2) of the Revised Code. A copy of the School Compensation Agreement is attached hereto as **EXHIBIT D** and by this reference fully incorporated herein.

6. State Automobile Mutual Insurance Company shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2010, with the last payment due on December 31, 2019. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
7. As applicable, State Automobile Mutual Insurance Company must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by State Automobile Mutual Insurance Company annually. Copies of these tax forms shall also be provided by State Automobile Mutual Insurance Company annually to the applicable Tax Incentive Review Council. In addition, State Automobile Mutual Insurance Company may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.
8. State Automobile Mutual Insurance Company shall pay such real and tangible personal property taxes as are owed by it and are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If State Automobile Mutual Insurance Company fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. Delaware County and Liberty Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this

Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

10. If for any reason said CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless State Automobile Mutual Insurance Company materially fail to fulfill its obligations under this Agreement, and Liberty Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.
11. If State Automobile Mutual Insurance Company materially fail to fulfill its obligations under any provision of this Agreement, other than with respect to the number of employee positions estimated to be retained under this Agreement, or if State Automobile Mutual Insurance Company file a petition for relief pursuant to the United States Bankruptcy Code, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Liberty Township subject to the cure provision described below, may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from State Automobile Mutual Insurance Company, of a percentage of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement as indicated below:

Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	80%
Year 7	80%
Year 8	80%
Year 9	50%
Year 10	50%

In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid. Notwithstanding any other section of this agreement, if Delaware County or Liberty Township determine that State Automobile Mutual Insurance Company has materially failed to fulfill its obligations under any provision of this Agreement, the County or Township shall provide the COMPANY with written notice describing any such material failure. Upon receipt of said notice the COMPANY shall have 30 (thirty) calendar days in which to cure any such material failure and shall before the 30<sup>th</sup> (thirtieth) calendar day after notice was received provide the County and Township written notice that said material failure has been cured.

12. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the COMPANY is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, State Automobile Mutual Insurance Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, Liberty Township or Delaware County may terminate or modify the exemptions from taxation granted under this

Agreement. In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid

The COMPANY shall provide payroll information for each employee quarterly to both the County and the Township no later than 30 days after the end of each calendar year. The information shall not include personal information such as the employee's name, address or social security number.

For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2011 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2011 through 2013, and the second three-year period shall be 2014 through 2016); and (iii) the repayment for a three-year period shall only be required only if the COMPANY fail to meet the seventy-five per cent threshold for six or more of the twelve calendar quarters in that three-year period, based on a review of the quarterly employment reports provided pursuant to this Section.

13. State Automobile Mutual Insurance Company hereby certify that at the time this Agreement is executed it (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) do not owe delinquent taxes for which it is liable under Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; and (c) has not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against State Automobile Mutual Insurance Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
14. State Automobile Mutual Insurance Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
15. State Automobile Mutual Insurance Company, Liberty Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded by the County and Township to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.
16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice non-discrimination in their operations. By executing this Agreement, State Automobile Mutual Insurance Company is committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that State Automobile Mutual Insurance Company or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

18. State Automobile Mutual Insurance Company affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representatives of State Automobile Mutual Insurance Company have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, State Automobile Mutual Insurance Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
19. This Agreement is not transferable or assignable without the express, written approval of Liberty Township and Delaware County.
20. The County, the Township and the COMPANY each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANY each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not affect the status, as exempt or nonexempt for ad valorem tax purposes, of any portion of the PROJECT, which shall be determined as if the COMPANY possess the entire ownership interest in the Project, and further, in the event that the possession by the Port Authority of an ownership interest in the Project would, as a matter of law and notwithstanding the foregoing agreement among the parties hereto, cause any portion of the Project to be exempt from ad valorem property taxes that would not be exempt under the terms of this Agreement, the COMPANY agree to make payments in the amounts and at the times that ad valorem property taxes would have been payable with respect to all or such portion of the Project to each governmental entity levying ad valorem property taxes within the area in which the Project is located.

*(The remainder of this page was intentionally left blank.)*

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-438 and Resolution Number 08-69, has caused this instrument to be executed this 12<sup>th</sup> day of June, 2008, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number 08-0609-01, has caused this instrument to be executed this 11 day of June, 2008, and State Automobile Mutual Insurance Company has caused this instrument to be executed this 17 day of June, 2008,

Delaware County, Ohio (County)

County Commissioners

James D. Ward  
James D. Ward

6-12-08  
Date

Glenn A. Evans  
Glenn Evans

6/12/08  
Date

Kristoph W. Jordan  
Kris Jordan, President

6/12/08  
Date

Approved as to Form:

[Signature], ASA  
Delaware County Prosecutor

6/10/08  
Date

Liberty Township Trustees

[Signature]  
Peggy Guzzo

6/11/08  
Date

\_\_\_\_\_  
Robert Mann

\_\_\_\_\_  
Date

Curtis Sybert  
Curtis Sybert

6/11/08  
Date

State Automobile Mutual Insurance Company

[Signature]

6-17-08  
Date

**Exhibit A**  
Delaware County/Liberty Township  
Community Reinvestment Area #04105788-01  
Map & Description



**Exhibit B**

State Automobile Mutual Insurance –Description of Project Site  
Lot 3863 of Greif Park-Delaware County Tax Parcel #41944005004000

**Liberty Township, Delaware County, Ohio  
Community Reinvestment Area No. 04105788-01 Expansion Area  
Boundary Description**

Beginning at a point located at the northwest corner of Delaware County Tax Parcel Number 41944005007000 in Liberty Township, which is the Point of Beginning (POB) for the Community Reinvestment Area Expansion Area; then proceeding eastward along the north property line of said tax parcel number 41944005007000, a distance of approximately 1,178.60 feet to a point located at the north east corner of tax parcel number 41944005007000; then proceeding in a southerly direction along the eastern property line of tax parcel number 41944005007000 a distance of approximately 993.70 to a point located at the northwest corner of tax parcel number 41944005006000; then proceeding in an easterly direction, a distance of approximately 2,119.55 feet to a point on the eastern boundary line of Liberty Township / western boundary line of Berlin Township; then proceeding in a southerly direction along this shared township boundary line, a distance of approximately 2,118.15 feet to a point at the southeast corner of tax parcel number 41944005012000; then proceeding in a westerly direction along the southern boundary of The Park @ Greif, a distance of approximately 3,582.10 feet to a point located at the southwestern corner of tax parcel number 41944005007000; then proceeding northward along a line a distance of approximately 640 feet, then proceeding eastward along a line a distance of approximately 270 feet to a point along the western property line of tax parcel number 41944005007000; then proceeding northward a distance of approximately 1,846.55 feet along the western property line of tax parcel number 41944005007000 to the Point of Beginning (POB); encompassing an area of approximately 144.14 acres.

Exhibit C  
State Automobile Mutual Insurance Application for Community Reinvestment Area (CRA)



OHIO DEPARTMENT OF DEVELOPMENT  
Delaware County, Ohio

Ted Strickland  
Governor

Lee Fisher  
Director

OHIO DEPARTMENT OF DEVELOPMENT  
COMMUNITY REINVESTMENT AREA PROGRAM

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentive between **Delaware County** located in the County of **Delaware** and **State Automobile Mutual Insurance Co.**

- 1a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<b><u>State Automobile Mutual Insurance Company</u></b>	<b><u>Terry Higerd</u></b>
Enterprise name	Contact person
<b><u>518 E. Broad St. Columbus OH 43215</u></b>	<b><u>(614) 464-5002</u></b>
Address	Telephone number

- 1b. Project site:

<b><u>268 Greif Parkway</u></b>	<b><u>Terry Higerd</u></b>
	Contact person
<b><u>Delaware OH 43015</u></b>	<b><u>(614) 464-5002</u></b>
Address	Telephone number

- 2a. Name of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or others) to be conducted at the site.

**Data Center**

- 2b. List primary 4 digit Standard Industrial Code (SIC) # **6331**  
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):  
N/A
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).  
Corporation
3. Name of principal owner(s) or officers of the business.  
Robert P. Restrepo, Chairman & CEO James A Yano, VP/Sec./General Counsel
- 4a. State the enterprise's current employment level at the proposed project site:  
None
- 4b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes  No
- 4c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:  
Required staff and some computer equipment from the Corp. Hdq. at 513 E. Broad St. Columbus OH 434215 will be relocated to the proposed location 268 Greif Pkwy, Delaware OH 43015
- 4d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):  
872 Fulltime Permanent, 29 Part-time Permanent, 12 Contractors, 11 Temporaries.
- 4e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:  
Corporate HQ in Columbus current has a staff of 603 employees.
- 4f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? 12 fulltime data center support employees will be relocated from corporate HQ to the proposed facility.
5. Does the Property Owner owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes  No
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes  No
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owned are being contested in a court of law or not? Yes  No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Project will begin Fall, 2008 and be completed 1<sup>st</sup> Quarter, 2010 provided a tax exemption is provided.

8a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary): None projected at this time.

8b. State the time frame of this projected hiring: N/A years

8c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): N/A  
\_\_\_\_\_

9a. Estimate the amount of annual payroll such new employees will add \$ N/A  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees). N/A

9b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expands, renovate or occupy a facility:

a. Acquisition of Building:	\$ _____
b. Additions/New Construction:	\$ <u>11,500,000</u>
c. Improvements to existing buildings:	\$ _____
d. Machinery & Equipment:	\$ <u>7,100,000</u>
e. Furniture & Fixtures:	\$ _____
f. Inventory:	\$ _____
<b>Total New Project Investment:</b>	<b>\$ <u>18,600,000</u></b>

- 11a. Business requests the following tax exemption incentives: 75 % for 10 years covering real property as described above. Be specific as to the rate, and term.
- 11b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

**State Auto Financial Corporation (STFC, headquartered in Columbus, Ohio) is a holding company for several affiliated mutual insurance companies domiciled within and outside Ohio. The State Auto Insurance Companies and their affiliates write insurance contracts in 33 states and have facilities in Ohio, Indiana, Illinois, Maryland, Wisconsin, South Dakota, Iowa, Texas, Arizona, South Carolina and Tennessee. The boards of directors for both STFC and the State Auto Mutual Insurance Company have concluded that the data facility being considered should be established in Central Ohio (in lieu of constructing the facility in another state that State Auto does business in). The boards have made this decision for business reasons and also to permit this significant investment to occur in State Auto's "home state." In conducting due diligence consideration for several Central Ohio sites, it is imperative as a business matter and as a fiduciary for our shareholders that State Auto consider the availability of tax incentives for all sites under consideration. Funds saved as a result of receiving tax incentives provide State Auto additional flexibility to consider further investment in facilities, equipment and personnel.**

Submission of this application expressly authorizes (name of the local jurisdiction) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the request. The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13 (D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

State Automobile Mutual Insurance Co.  
Name of Property Owner

April 4, 2008  
Date

James A. Yano, VP/Sec./General Counsel  
Type Name and Title

  
Signature

- A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.
- Attached to Final Community Reinvestment Area Agreement as Exhibit A

- Please note that copies of this proposal must be included in the finalized Community reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

**Exhibit D**  
**School Compensation Agreement**

**COMMUNITY REINVESTMENT AREA  
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY  
SCHOOL COMPENSATION AGREEMENT**

Whereas, the Ohio Community Reinvestment Area (CRA) Program, pursuant to ORC Section 3735.67 authorizes counties to grant real property tax exemptions on eligible new investments; and

Whereas, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.69 authorizes counties to grant real and/or personal property tax exemptions on eligible new investments; and

Whereas, the Board of Trustees of Liberty Township, Ohio, by Resolution Number 06-077 adopted on March 6, 2006 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 06-315 adopted on March 9, 2006, designated an area in Liberty Township as a CRA; and

Whereas, the Board of Trustees, Liberty Township, Ohio, by Resolution Number 06-078, adopted on March 6, 2006, and Resolution Number 06-314, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, expanded and re-certified Enterprise Zone 247C pursuant to Chapter 5709 of the ORC; and

Whereas, effective the 22<sup>nd</sup> day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

Whereas, effective the 22<sup>nd</sup> day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-314 contains the characteristics set forth in Section 5709.61(A)(3) of the Ohio Revised Code and certified said area as an expansion of Enterprise Zone 247C under said Chapter 5709; and

Whereas, Liberty Township, within Resolutions No.      & No.      , adopted      , 2008, has acted to authorize the Township to grant tax exemptions to State Automobile Mutual Insurance Company through the CRA program, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

Whereas, Section 5 of the proposed CRA Agreement relating to the aforementioned project requires compensation to the Olentangy Local School District and the Delaware Area Career Center for the sole benefit of educational initiatives.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to compensate the Olentangy Local School District (OLSD) and Delaware Area Career Center (DACC) for tax revenues lost because of the tax exemption granted by Delaware County, the parties agree as follows:

Section 1.      State Automobile Mutual Insurance Company shall make payments as follows to Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) in accordance with the terms and conditions set forth in Section 5 of the CRA Agreement for the referenced project. This payment shall be made upon receipt of an invoice from Delaware County.

OLSD Compensation – 10 annual payments due on December 31 of each year with the first such payment due December 31, 2010 in the amount of \$ 42,071.36 each year. The payments shall total \$ 420,713.60 over 10 years.

DACC Compensation – 10 annual payments due on December 31 of each year with the first such payment due December 31, 2010 in the amount of \$3,009.09 each year. The payments shall total \$30,090.90 over 10 years.

Section 2. The cash payments made by State Automobile Mutual Insurance Company to the OLSD and the DACC shall be used for educational initiatives for the sole benefit of the OLSD and DACC.

Section 3. OLSD and DACC agree to administer all moneys paid by State Automobile Mutual Insurance Company.

Section 4. Obligation to Make Payments. The obligation of the State Automobile Mutual Insurance Company to make the annual payments to the OLSD and DACC pursuant to this Agreement is made for the benefit of these School Districts. If State Automobile Mutual Insurance Company fails to make the Annual Payments to these School Districts in accordance with this Agreement, the School Districts agree that neither the Township nor the County shall be liable for any Annual Payments that State Automobile Mutual Insurance Company is required to remit to the School Districts pursuant to this Agreement.

Section 5. This Agreement is enforceable only with active Community Reinvestment Area Agreement and may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

Section 6. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 7. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Dave Cannon, County Administrator  
Delaware County Economic Development  
101 N. Sandusky Street  
Delaware, Ohio 43015

Rebecca Jenkins, Treasurer  
Olentangy Local School District  
814 Shanahan Road, Suite 100  
Lewis Center, Ohio 43035

Patricia Foor, Superintendent  
Delaware Area Career Center  
4565 Columbus Pike  
Delaware, Ohio 43015

James A. Yano  
Vice President, Secretary & General Counsel  
State Automobile Mutual Insurance Company  
518 E. Broad Street  
Columbus, Ohio 43215

Any party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other parties.

Section 8. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. This Agreement shall take effect immediately upon adoption and execution of the proposed CRA Agreement by the Delaware County Board of Commissioners. If the proposed CRA Agreement is not adopted and executed by the Delaware County Board of Commissioners, this Agreement shall have no effect and shall be null and void.

In witness whereof, the parties have caused this Agreement to be executed as of this 10 day of June, 2008.

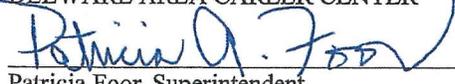
STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

 6-10-08  
JAMES A. YANO, VICE PRESIDENT & GENERAL COUNSEL

OLENTANGY LOCAL SCHOOL DISTRICT

 6-9-08  
Rebecca Jenkins, Treasurer

DELAWARE AREA CAREER CENTER

 6-5-08  
Patricia Foor, Superintendent

**RESOLUTION 08-0609-01**

**A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH STATE AUTOMOBILE MUTUAL INSURANCE COMPANY FOR THE PROPOSED PROJECT:**

WHEREAS, the Delaware County Commissioners, with the consent of the Liberty Township Board of Trustees, have designated an area in Liberty Township as a Community Reinvestment Area (CRA), pursuant to Ohio Revised Code 3735, and have encouraged the development of real property and investment in personal property therein; and

WHEREAS, the purpose of the Delaware County CRA in Liberty Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

WHEREAS, the duly appointed Delaware County / Liberty Township CRA Tax Incentive Negotiating Committee has reviewed and recommends approval of a proposed CRA application submitted by an enterprise which desires to expand within said CRA, and has determined that the Enterprise meets the CRA Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 06-350 on March 16, 2006; and

WHEREAS, the Board of Trustees of Liberty Township has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Liberty Township, County of Delaware, State of Ohio as follows:

SECTION 1. That the CRA Application submitted by State Automobile Mutual Insurance Company on April 4, 2008, as subsequently modified by the Agreement noted in SECTION 2 below is hereby approved.

SECTION 2. That the Board of Trustees of Liberty Township hereby authorizes the execution of an agreement by Liberty Township and the Board of Commissioners of Delaware County to implement the CRA Tax Exemption Program for State Automobile Mutual Insurance Company Project.

SECTION 3. The Fiscal Officer of the Board of Trustees of Liberty Township is directed to submit a certified copy of this Resolution to the Board of County Commissioners of Delaware County.

SECTION 4. That this Resolution shall take effect and be in force immediately after its passage.

PASSED: 6/11/08

ATTEST: Mark Gerber  
Mark Gerber, Fiscal Officer

Curt Sybert  
Curtis Sybert, Chairman

Peggy Guzzo  
Peggy Guzzo, Trustee

Robert Mann  
Robert Mann, Trustee

**Appropriations Adjustments**

Fund	12.12.19 Adjustments	Explanation:
007 - Special Trust	\$ 1,400.00	Employee Benefits/Staff Donations
009 - Uniform School Supplies	\$ 300.00	Student Fees/Summer Programs
018 - Public School Support	\$ 14,940.00	Fundraisers/Donations
200 - Student Activity	\$ 8,750.00	New Activities/Fundraisers
300 - Athletics	\$ 15,000.00	Athletic Events/Equipment
401 - Auxiliary Services	\$ 34,008.45	Additional ODE Allocation
499 - Misc State Grants	\$ 93,475.50	Safety Grant
	<u>\$ 167,873.95</u>	

REGULAR MEETING  
November 5, 2019

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Administrative Offices – Berlin Room by K. O’Brien, president at 6:30 p.m.

Roll Call: R. Bartz, absent; J. Feasel, present; D. King, present; K. O’Brien, present; M. Patrick, present

Pledge of Allegiance

Approve J. Feasel moved, D. King seconded to approve the agenda for the November 5,  
Agenda 2019 Regular Board of Education Meeting.  
19-193

Vote: J. Feasel, yes; D. King, yes; M. Patrick, yes; K. O’Brien, yes.  
Motion carried.

Board President’s Report

Superintendent’s Report

Treasurer’s Report

Public Participation Session –*None*

Discussion Item –

A. First reading of Board Policy Updates – *Dr. Jack Fette*

B. Future Levy Scenarios – *Mark Raiff*, Superintendent; *Emily Hatfield*, Treasurer

Board J. Feasel moved, M. Patrick seconded to approve the following Board Action Item

Item A. Approve Operating mills and Permanent Improvement mills to be entered into  
19-194 the bond resolution

Vote: J. Feasel, yes; M. Patrick, yes; D. King, yes; K. O’Brien, yes.  
Motion carried.

Board J. Feasel moved, D. King seconded to approve the following Board Action Item

Item B. Approve resolution declaring necessity of bond issue and levies of a tax in excess  
19-195 of the ten mill limitation, and to submit the question of such issue to the electors;  
And requesting state consents and special needs designation in connection  
therewith (O.R.C. §5705.03; §5705.218; §133.06)

RESOLUTION DECLARING NECESSITY OF BOND ISSUE AND  
LEVIES OF A TAX IN EXCESS OF THE TEN-MILL LIMITATION,  
AND TO SUBMIT THE QUESTION OF SUCH ISSUE TO THE  
ELECTORS; AND REQUESTING STATE CONSENTS AND  
SPECIAL NEEDS DESIGNATION IN CONNECTION THEREWITH  
(O.R.C. §5705.03; §5705.218; §133.06)

REGULAR MEETING  
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WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the School District; and

WHEREAS, a resolution declaring the necessity of levying an additional tax outside the ten-mill limitation must be passed and certified to the County Auditor of the Delaware County in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board the total current tax valuation of the School District and the dollar amount of revenue that would be generated by the tax; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio, two-thirds of all of the members elected thereto concurring, that:

Section 1. It is necessary for the purpose of constructing, furnishing, and equipping a new middle school, with related site improvements and appurtenances thereto; constructing, furnishing, and equipping two new elementary schools, with related site improvements and appurtenances thereto; renovating, repairing, furnishing, equipping, and constructing additions and improvements to existing school facilities, buildings, and infrastructure; replacing existing equipment and constructing various permanent improvements; acquiring facilities for school district purposes; purchasing school buses and related transportation equipment; and constructing security improvements and renovations district-wide, to issue and sell \$134,700,000 of bonds (the "Bonds") of the School District. It is further necessary that there shall be annually levied on all the taxable property in the entire territory of the School District (commencing in 2020, first due in calendar year 2021) a direct tax outside of the ten-mill limitation to pay the debt charges on the Bonds and any securities issued in anticipation thereof. The Bonds shall be dated approximately June 1, 2020; shall bear interest at the estimated rate of 4.00% per annum; and shall be paid over a period not to exceed 30 years, as calculated under Chapter 133 of Ohio Revised Code (the "Code").

Section 2. It is further necessary (i) to levy a tax in excess of the ten-mill limitation for the benefit of the School District for the purpose of paying current operating expenses for the School District (the "Operating Levy"), and (ii) to levy a tax in excess of the ten-mill limitation for the benefit of the School District for the purpose of providing funds for the acquisition, construction, enlargement, renovation, and financing of permanent improvements for the School District (the "Permanent Improvement Levy" and, together with the Operating Levy, the "Levies").

Section 3. The question of issuing the Bonds and approving the Levies shall be submitted to the electors of the entire territory of the School District at the election to be held at the usual voting places within the School District, on March 17, 2020. All of the territory of the School District is in Delaware and Franklin Counties, Ohio.

Section 4. The Operating Levy shall be at a rate not exceeding \_\_\_\_ mills for each one dollar of valuation, which amounts to \$ \_\_\_\_ for each \$100 of tax valuation, for a continuing period of time.

Section 5. The Permanent Improvement Levy shall be at a rate not exceeding \_\_\_\_ mill for each one dollar of valuation, which amounts to \$ \_\_\_\_ for each \$100 of tax valuation, for a continuing period of time.

Section 6. Each of the Levies shall be placed upon the tax list and duplicate for the 2020 tax year (commencing in 2020, first due in calendar year 2021), if a majority of the electors voting thereon vote in favor thereof.

Section 7. The School District requests consents of the Tax Commissioner of Ohio and the Superintendent of Public Instruction to issue bonds in excess of 4% but not to exceed 9% of the assessed valuation of said School District, all in accordance with Section 133.06 of the Code.

Section 8. The School District is hereby declared to be a "special needs" district within the meaning of Section 133.06(E) of the Code because the student population of the School District is not being adequately serviced by the existing permanent improvements of the School District and the School District cannot obtain funds within the limitations of Section 133.06(B) of the Code to provide additional facilities to meet such needs. The School District requests consents of the Tax Commissioner of Ohio and the Superintendent of Public Instruction to issue bonds in excess of 9% of the tax valuation of said School District, all in accordance with Section 133.06 of the Code.

Section 9. The Treasurer of this Board is hereby authorized and directed to certify a copy of this resolution to the County Auditor of Delaware County, Ohio with instructions for the County Auditor of Delaware County, Ohio to certify to the Board: (a) the total current tax valuation of the School District and the estimated average annual property tax levy, expressed in cents or dollars and cents for each \$100 of tax valuation, as well as in mills for each one dollar of valuation, that will be required to pay debt charges on the Bonds throughout the maturity (30 years) of the Bonds, and (b) the total current tax valuation of the School District and the estimated property tax revenue that will be produced by each of the Levies based on such current tax valuation.

Section 10. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Code.

Vote: J. Feasel, yes; D. King, yes; M. Patrick, yes; K. O'Brien, yes.  
Motion carried.

Board  
Action  
Item  
19-196

D. King moved, M. Patrick seconded to approve the following Board Action Item:  
C. Approve Memorandum of Understanding to amend Article 27, Section 27.1B (HAS Funding) with Ohio Association of Public School Employees OAPSE/AFSCME LOCAL 4/AFL-CIO and its Local No. 322

The Ohio Association of Public School Employees, AFSCME, AFL-CIO, Local #322 (Union) and the Olentangy Local School District Board of Education (Board), for mutual consideration herein, agree to this Memorandum of Understanding (MOU).

REGULAR MEETING  
November 5, 2019

1. The Union and the Board supplement Article 27 Insurance: 27.1.B., HAS Funding, as follows:
  - a) The Board shall pay bargaining unit members enrolled in Medicare(Enrollees) a sum equal to 70% of the deductible for “single” or “family” coverage (Sum) if the Enrollee was enrolled in the Board’s High Deductible Health Plan (HDHP) immediately before enrolling in Medicare. This Sum shall not exceed the IRS annual maximum contribution and other limits provided by law (e.g., IRS Publication 969).
  - b) The Board shall pay the Sum as a contribution to the Enrollee’s Flexible Spending Account (FSA). The Board shall pay the Sum on the first payroll date of January of each calendar year.
  - c) The Board shall pay Enrollees whose initial employment with the Board occurs after January 1 of a calendar year a prorated Sum, which shall be contributed to the Enrollee’s FSA.
  - d) If an Enrollee is enrolled in the HDHP on January 1 of a calendar year and receives any Board-paid Health Savings Account (HSA) contribution prior to enrolling in Medicare, the Sum for that year shall be reduced by the contribution amount. The Board shall not pay an Enrollee a total amount that exceeds the HSA contribution the Enrollee otherwise would have received for that year.
  - e) If an Enrollee and spouse are employed by the Board and the spouse is enrolled in the HDHP, the Sum shall be reduced each year. The Board shall not pay the Enrollee and spouse a total amount that exceeds the HAS contribution they would have received that year for one (1) family plan. The Board’s payment shall be reduced regardless of whether the spouse is a bargaining unit member.
  - f) If an Enrollee separates from employment with the Board for any reason, the Board’s obligation to pay the Sum shall cease and terminate immediately.
  - g) The Board shall have no obligation to pay an Enrollee the Sum until the Enrollee provides documentation verifying his or her Medicare enrollment.
2. This is a one-time, non-precedent setting MOU based on unique and specific circumstances. This MOU shall not create any binding practice on the parties, and it shall not be used as evidence in any grievance arbitration or any other forum.
3. The Union, on behalf of itself and its bargaining unit members, waives, releases and discharges the Board, its members, officers, employees and agents from any and all grievances, claims, demands or causes of action in any forum related to this MOU or its terms.
4. Enrollees shall be solely and exclusively responsible for any tax or benefits consequences due to payments made pursuant to this MOU.

Vote: D. King, yes; M. Patrick, yes; J. Feasel, yes; K. O’Brien, yes.  
Motion carried.

Treasurer J. Feasel moved, D. King seconded to approve the following Treasurer’s  
Action Action Items:  
Items

19-197 A. Approve Board meeting minutes for the October 8, 2019 Board of Education Meeting

B. Approve Donations

- 1) Playground Gaga Pit - \$1,717.00  
From: Heritage Elementary School PTO  
To: Heritage Elementary School
- 2) Rockscape Playground Climber - \$11,678.65  
From: Liberty Tree Elementary School PTO  
To: Liberty Tree Elementary School
- 3) Benches for Secret Garden Area - \$3,047.48  
From: Aaron Kerestan  
To: Wyandot Run Elementary School
- 4) Serenity Garden - \$1,481.64  
From: Liberty High School Service Club  
To: Liberty High School
- 5) Weight Room Replacement Floor - \$48,000 est.  
From: Olentangy High School Athletic Boosters  
And Olentangy High School Athletics  
To: Olentangy High School
- 6) \$2,391.55 for Boys’ Basketball Coach Supplemental  
From: Olentangy Orange Athletic Boosters  
To: Olentangy Local Schools
- 7) \$10,392.80 for 1 Girls’ Basketball and 2 Boys’ Basketball Coach Supplemental  
From: Olentangy Liberty Athletic Boosters  
To: Olentangy Local Schools

Vote: J. Feasel, yes; D. King, yes; M. Patrick, yes; K. O’Brien, yes.  
Motion carried.

REGULAR MEETING  
November 5, 2019

Supt. Action Item 19-198 D. King moved, K. O’Brien seconded to approve Superintendent Action Item B-5  
B. Specific Human Resource Items – Classified Staff

5. Approve pupil activity supervisor employment for the 2019-20 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:

*Feasel, John C.*, Olentangy High School, Winter Season, Boys Head Basketball Coach, Group 1, Step 15 @ \$8,908

Vote: D. King, yes; K. O’Brien, yes; J. Feasel, abstain; K. O’Brien, yes.  
Motion carried.

Supt. Action Item 19-199 J. Feasel moved, M. Patrick seconded to approve Superintendent Action Items A: 1-5, B: 1-4, and C-E  
A. Specific Human Resource Items – Certified Staff

1. Accept, with regret, the following certified resignation:  
*Wolf, Catherine L.*, Glen Oak Elementary School, Literacy Support, effective October 25, 2019
2. Accept the following supplemental resignation:  
*Wyss, Ashley J.*, Indian Springs Elementary School, ES Enrichment Advisor, All Year, One-Half Contract
3. Approve certified positions paid through memorandum billing:  
*Burcham, Joanna C.*, Orange High School, Intervention Funds Program Instructor, 20 hours at \$500  
*Odum, Jenna T.*, Orange High School, Intervention Funds Program Instructor, 20 hours at \$500  
*Archer, Stephanie W.*, Orange High School, Intervention Funds Program Instructor, 20 hours at \$500
4. Approve supplemental employment for the 2019-20 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Advisors</b>					
ES Enrichment Advisor CES	Doak, Amy M.	2/3 of 8	0	\$ 1,110.19	All Year
ES Enrichment Advisor CES	Tod, Jennifer M.	1/3 of 8	11	\$ 888.69	All Year
ES Music Enrichment Advisor CES	Minnecci, Katherine M.	11	13	\$ 829.00	All Year
ES Music Enrichment Advisor CES	Miracle, Aileen N.	10	13	\$ 1,243.00	All Year
ES Music Enrichment Advisor CES	Miracle, Aileen N.	10	13	\$ 1,243.00	All Year
ES Music Enrichment Advisor CES	Miracle, Aileen N.	11	13	\$ 829.00	All Year
ES Music Enrichment Advisor CES	Miracle, Aileen N.	11	13	\$ 829.00	All Year
ES Music Enrichment Advisor FTES	Bash, Jason J.	10	10	\$ 1,243.00	All Year
ES Music Enrichment Advisor FTES	Bash, Jason J.	10	10	\$ 1,243.00	All Year
ES Music Enrichment Advisor FTES	Bash, Jason J.	11	10	\$ 829.00	All Year
ES Music Enrichment Advisor FTES	Bash, Jason J.	11	10	\$ 829.00	All Year
ES Music Enrichment Advisor FTES	Bash, Jason J.	11	10	\$ 829.00	All Year
ES Music Enrichment Advisor FTES	Rohm, Ashley M.	11	0	\$ 414.00	All Year
ES Music Enrichment Advisor LTES	Walls, Lori M.	11	14	\$ 829.00	All Year
ES Enrichment Advisor WRES	Brozovich, Patricia S.	1/2 of 8	0	\$ 828.50	All Year

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Supplemental Area (Cont.)	Coach / Advisor	Group	Step	Amount	Season
ES Enrichment Advisor WRES	Sievert-Wagner, Amy L.	1/2 of 8	0	\$ 828.50	All Year
ES Music Enrichment Advisor WRES	Karst, Emily M.	10	3	\$ 953.00	All Year
ES Music Enrichment Advisor WRES	Karst, Emily M.	10	3	\$ 953.00	All Year
ES Music Enrichment Advisor WRES	Karst, Emily M.	11	3	\$ 539.00	All Year
ES Music Enrichment Advisor WRES	Karst, Emily M.	11	3	\$ 539.00	All Year
ES Music Enrichment Advisor WRES	Sabo, Linda T.	11	12	\$ 829.00	All Year
<b>Ohio Heartland 6th Grade Trip</b>					
Ohio Heartland Chaperone OLMS	Washington, Holly L.	N/A	N/A	-\$	Fall
<b>Basketball</b>					
Boys Asst Basketball Coach OHS	Holly, Kelly R.	3	8	\$ 5,800.00	Winter
Girls Asst Basketball Coach OLHS	Streib, Kevin T.	1/2 of 3	7	\$ 2,796.50	Winter
Girls 7th Grade Basketball Coach OBMS	Lillich, Alexander L.	6	0	\$ 2,486.00	Winter
<b>Cheerleading</b>					
Head Cheerleader Coach OLHS	Shuman, Molly M.	4	8	\$ 4,972.00	Winter
Asst Cheerleader Coach OLHS	Norris, Jane S.	6	1	\$ 2,693.00	Winter
Asst Cheerleader Coach OLHS	Oman, Allyson N.	6	2	\$ 2,900.00	Winter
<b>Swimming</b>					
Boys Head Swim Coach OLHS	Krosnosky, Peter C.	3/4 of 2	13	\$ 5,282.25	Winter
Girls Head Swim Coach OLHS	Krosnosky, Peter C.	3/4 of 2	13	\$ 5,282.25	Winter
<b>Track</b>					
Girls Head Track Coach OHS	Sosa, Jennifer D.	2	8	\$ 6,629.00	Spring
Girls Head Track Coach OLHS	Dingus, James R.	2	10	\$ 7,043.00	Spring
<b>Volleyball</b>					
Boys Head Volleyball Coach OLHS	Hale, David G.	2	14	\$ 7,043.00	Spring

5. Approve pupil activity supervisor employment for the 2019-20 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Advisor</b>					
Safety Patrol Advisor WRES	Steward, Malinda A.	9	10	\$ 2,279.00	All Year
<b>Basketball</b>					
Boys Asst Basketball Coach OHS	Ballmer, Jr. John C.	3	7	\$ 5,593.00	Winter
Boys Asst Basketball Coach OHS	Middleton, Thomas B.	3	1	\$ 4,350.00	Winter
Basketball Volunteer Coach OHS	Chirico, Anthony J.	N/A	N/A	\$ -	Winter
Basketball Volunteer Coach OHS	Shimp, Mick M.	N/A	N/A	\$ -	Winter
Boys Asst Basketball Coach OLHS	Barnett, Douglas A.	2/3 of 3	1	\$ 2,871.00	Winter
Boys Asst Basketball Coach OLHS	Barnett, Jack D.	3	0	\$ 4,143.00	Winter
Girls Asst Basketball Coach OOHS	Evans, Steve L.	3	0	\$ 4,143.00	Winter
Asst Basketball Coach OOHS	Lyshe, Damarkeo H.	1/2 of 3	0	\$ 2,071.50	Winter
Girls 8th Grade Basketball Coach OHMS	Mahan, Anthony J.	6	2	\$ 2,900.00	Winter
<b>Ice Hockey</b>					
Boys Head Ice Hockey Coach OBHS	Pennington, Tim R.	2	9	\$ 6,836.00	Winter
Boys Asst Ice Hockey Coach OBHS	Robertson, Andrew S.	4	1	\$ 3,522.00	Winter
Boys Asst Ice Hockey Coach OBHS	Shepherd, Jacob M.	4	1	\$ 3,522.00	Winter
Boys Ice Hockey Volunteer Coach OBHS	Richard, Neil E.	N/A	N/A	\$ -	Winter
Boys Head Ice Hockey Coach OHS	Ross, Michael A.	2	4	\$ 5,800.00	Winter
Boys Asst Ice Hockey Coach OHS	Dietz, Thomas M.	4	4	\$ 4,143.00	Winter
Boys Asst Ice Hockey Coach OHS	Spiker, Michael T.	4	3	\$ 3,936.00	Winter
Boys Ice Hockey Volunteer Coach OHS	Johnson, Marc	N/A	N/A	\$ -	Winter
Boys Ice Hockey Volunteer Coach OHS	Vogel, TJ	N/A	N/A	\$ -	Winter
<b>Swimming</b>					
Boys Head Swim Coach OOHS	Nowjack, Sam E.	1/4 of 4	0	\$ 828.50	Winter
Girls Head Swim Coach OOHS	Nowjack, Sam E.	1/4 of 4	0	\$ 828.50	Winter
<b>Wrestling</b>					
Asst Wrestling Coach OHS	Hall, Nathan R.	4	0	\$ 3,314.00	Winter
<b>Lacrosse</b>					
Boys Head Lacrosse Coach OHS	Ford, Austin M.	2	3	\$ 5,593.00	Spring
Girls Head Lacrosse Coach OLHS	Bosco, Timothy S.	2	1	\$ 5,179.00	Spring

**B. Specific Human Resource Items – Classified Staff**

1. Accept, with regret, the following classified resignation:  
*Boetcher, Arika S.*, Freedom Trail Elementary School, Playground/Cafeteria Aide, effective November 12, 2019

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**Hancock, Lynn K.**, Transportation Driver, effective October 22, 2019  
**Murray, Annette B.**, Scioto Ridge Elementary School, Food Service Worker, effective November 1, 2019

2. Approve classified employment for the 2019-20 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:

**Barnhart, Christina L.**, Transportation Driver  
**MacBride, Nicholas**, Scioto Ridge Elementary School, Playground Aide

3. Approve classified substitute workers for the 2019-20 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:

**Chambers, Jessica**  
**Gomolak, Kathleen**

4. Approve the following Private Provider Service, Pupil Services, for the 2019-20 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all records, and receipt of all other necessary documentation:

**Gregory, Maurice**

- C. Approve seniors for graduation, pending certification of completion of all district, state, and local requirements:

Berlin High School: **Green, Brady Davis**  
Liberty High School: **Bradham, Treyton Angelo; Whitney, Brooklyn Kaye**  
Orange High School: **Leal Link, Carlos Raul; Rossi, Jakob Austyn**

- D. Approve student overnight and out-of-town trips

School	Beginning Date	Return Date	Days Missed	No. of Volunteers	Category/Event	Location	Transportation	# of Students
OLHS	11/15/2019	11/16/2019	0	0	Eastern Ohio Basketball Camp	Sherrodsville, OH	School Vans/Parents	12
OLHS	12/27/2019	12/29/2019	0	0	Christmas Basketball Tournament	Nashville, TN	Charter Bus	22
OHS	4/28/2020	5/3/2020	3	0	Intl. Career Development Conference-ICDC (DECA)	Nashville, TN	Charter Bus	20

- E. Approve Resolution to commence with the selection process for Construction Manager at Risk (CMR) firm(s) and to delegate authority to take related actions to solicit qualifications and other information from CMR firms

Vote: J. Feasel, yes; M. Patrick, yes; D. King, yes; K. O'Brien, yes.  
Motion carried.

Adjourn 19-200 M. Patrick moved, J. Feasel seconded that the regular meeting of the Olentangy Local School District Board of Education be adjourned at 7:10 p.m.

Vote: M. Patrick, yes; J. Feasel, yes; D. King, yes; K. O'Brien, yes.  
Motion carried.

REGULAR MEETING  
November 5, 2019

Certificate Section 5705.412, Ohio Revised Code

It is hereby certified that the Olentangy Local School District Board of Education, Delaware County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was or is scheduled for the current fiscal year.

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Treasurer

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Superintendent of Schools

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President, Board of Education

REGULAR MEETING  
November 20, 2019

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Administrative Offices – Berlin Room by K. O’Brien, president at 6:30 p.m.

Roll Call: R. Bartz, present; J. Feasel, present; D. King, present; K. O’Brien, present; M. Patrick, present

Pledge of Allegiance

Approve M. Patrick moved, D. King seconded to approve the agenda for the November 20,  
Agenda 2019 Regular Board of Education Meeting.  
19-201

Vote: M. Patrick, yes; D. King, yes; J. Feasel, yes; R. Bartz, yes; K. O’Brien, yes.  
Motion carried.

Presentations

- A. Pupil Services Update – *Marty Arganbright*, Director of Pupil Services
- B. Energy Program Update – *Jeffrey Gordon*, Director of Business Management and Facilities

Board President’s Report

Superintendent’s Report

Treasurer’s Report

Public Participation Session –*None*

Discussion Item –

- A. Second reading of Board Policy Updates – *Dr. Jack Fette*, Chief Academic Officer
- B. Ballot language resolution – *Emily Hatfield*, Treasurer

Board J. Feasel moved, D. King seconded to approve the following Board Action  
Action Item

A. Approve Board Policy Updates

19-202

- B. Approve the Resolution determining to proceed with the issuance of bonds and levies of a tax in excess of the ten-mill limitation and certifying the same to the board of elections (O.R.C. §5705.218)

RESOLUTION DETERMINING TO PROCEED WITH THE  
ISSUANCE OF BONDS AND LEVIES OF A TAX IN EXCESS OF  
THE TEN-MILL LIMITATION AND CERTIFYING THE SAME  
TO THE BOARD OF ELECTIONS  
(O.R.C. §5705.218)

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WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the present and future requirements of the School District; and

WHEREAS, the Board of Education (the "Board") of the Olentangy Local School District Delaware and Franklin Counties, Ohio (the "School District"), at a meeting on November 5, 2019, determined that it is necessary to issue bonds in the amount of \$134,700,000 (the "Bonds") for the purpose of constructing, furnishing, and equipping a new middle school, with related site improvements and appurtenances thereto; constructing, furnishing, and equipping two new elementary schools, with related site improvements and appurtenances thereto; renovating, repairing, furnishing, equipping, and constructing additions and improvements to existing school facilities, buildings, and infrastructure; replacing existing equipment and constructing various permanent improvements; acquiring facilities for school district purposes; purchasing school buses and related transportation equipment; and constructing security improvements and renovations district-wide, and that it is necessary that a direct tax be annually levied on all the taxable property in the School District outside of the ten-mill limitation to meet the debt charges on the Bonds and any securities issued in anticipation thereof; and

WHEREAS, on November 5, 2019, the Board passed a resolution declaring the necessity, for the purpose of paying current operating expenses for the School District, of a tax (the "Operating Levy") in excess of the ten-mill limitation in the amount of 7.40 mills for each one dollar of valuation, which amounts to \$0.74 for each \$100 of tax valuation, for a continuing period of time; and

WHEREAS, on November 5, 2019, the Board passed a resolution declaring the necessity, for the purpose of providing funds for the acquisition, construction, enlargement, renovation, and financing of permanent improvements for the School District, of a tax (the "Permanent Improvement Levy" and, together with the Operating Levy, the "Levies") in excess of the ten-mill limitation in the amount of 0.50 mill for each one dollar of valuation, which amounts to \$0.05 for each \$100 of tax valuation, for a continuing period of time; and

WHEREAS, the Delaware County Auditor has certified to the Board that an estimated annual levy of 1.80 mills for each one dollar of valuation, which is \$0.18 for each \$100 of tax valuation, will be required throughout the stated maturity of the Bonds to pay the debt charges on the Bonds, based on the current tax valuation of the School District of \$4,097,128,250; and

WHEREAS, the Delaware County Auditor has certified to the Board that the dollar amount of revenue that would be generated by the Operating Levy during the first year of collection is \$30,318,749, based on the current tax valuation of the School District of \$4,097,128,250;

WHEREAS, the Delaware County Auditor has certified to the Board that the dollar amount of revenue that would be generated by the Permanent Improvement Levy during the first year of collection is \$2,048,564, based on the current tax valuation of the School District of \$4,097,128,250;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio, two-thirds of all of the members elected thereto concurring, that:

Section 1. It is necessary to proceed with the issuance of the Bonds and approval the Levies in the amounts and for the purposes described in the preambles to this resolution, and to levy, outside of the ten-mill limitation provided by law, an annual tax on all the taxable property in the entire territory of the School District to pay debt charges on the Bonds and any securities issued in anticipation thereof.

Section 2. The Bonds shall be dated approximately June 1, 2020; shall bear interest at the estimated rate of 4.00% per annum; and shall be paid over a period not to exceed 30 years as calculated under Chapter 133 of the Ohio Revised Code (the "Code").

Section 3. The question of issuing the Bonds and approving the Levies shall be submitted to the electors of the entire territory of the School District at the election to be held at the usual voting places within the School District, on March 17, 2020 (the "Election"). All of the territory of the School District is in Delaware and Franklin Counties, Ohio.

Section 4. The form of the ballot to be used at said Election shall be substantially as follows: "Shall the Olentangy Local School District, Delaware and Franklin Counties, Ohio be authorized to do the following:

(1) Issue bonds for the purpose of constructing, furnishing, and equipping a new middle school, with related site improvements and appurtenances thereto; constructing, furnishing, and equipping two new elementary schools, with related site improvements and appurtenances thereto; renovating, repairing, furnishing, equipping, and constructing additions and improvements to existing school facilities, buildings, and infrastructure; replacing existing equipment and constructing various permanent improvements; acquiring facilities for school district purposes; purchasing school buses and related transportation equipment; and constructing security improvements and renovations district-wide in the principal amount of \$134,700,000, to be repaid annually over a maximum period of 30 years, and levy a property tax outside the ten-mill limitation, estimated by the county auditor to average over the bond repayment period 1.80 mills for each one dollar of tax valuation, which amounts to \$0.18 for each \$100 of tax valuation, to pay the annual debt charges on the bonds, and to pay debt charges on any notes issued in anticipation of those bonds?"

(2) Levy an additional property tax to provide funds for the acquisition, construction, enlargement, renovation, and financing of permanent improvements at a rate not exceeding 0.50 mills for each one dollar of tax valuation, which amounts to \$0.05 for each \$100 of tax valuation, for a continuing period of time?

(3) Levy an additional property tax to pay current operating expenses at a rate not exceeding 7.40 mills for each one dollar of tax valuation, which amounts to \$0.74 for each \$100 of tax valuation, for a continuing period of time?"

FOR THE BOND ISSUE AND LEVIES  
AGAINST BOND ISSUE AND LEVIES

Section 5. The Treasurer of this Board is hereby directed to certify a copy of this resolution, along with copies of the resolution of the Board adopted on November 5, 2019 and certificates of the Delaware County Auditor, to the Board of Elections of Delaware County, Ohio on or before December 18, 2019. The Treasurer of the Board is hereby directed and shall simultaneously certify to the Delaware County Board of Elections that each of the Levies will be for a continuing period of time, and that each of the Levies will include a levy on the current year's tax list (commencing in 2020, first due in calendar year 2021) if approved by a majority of the electors voting thereon.

Section 6. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Code.

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C. Establish date for 2020 Organizational Meeting

Vote: J. Feasel, yes; D. King, yes; M. Patrick, yes; R. Bartz, yes; K. O’Brien, yes.  
Motion carried.

Treasurer M. Patrick moved, R. Bartz seconded to approve the following Treasurer’s  
Action Action Items:  
Items

19-203 A. Approve financials for October 2019

B. Approve Amended FY20 Appropriations at the Fund Level

C. Approve board meetings for the October 23, 2019 Board of Education meeting

Vote: M. Patrick, yes; R. Bartz, yes; J. Feasel, yes; D. King, yes; K. O’Brien, yes.  
Motion carried.

Supt. J. Feasel moved, D. King seconded to approve the following Superintendent Action  
Action Item  
Item

19-204 A. Specific Human Resource Items – Certified Staff

1. Approve certified positions paid through memorandum billing:

Employee Name	Position/Location	Total		Total
		Hours	Per Hour	
<b>Home Instruction</b>				
Ford, Ryan M.	Instructor HES	20.00	\$ 25.00	\$ 500.00
Nagy, Keely L.	Instructor HES	20.00	\$ 25.00	\$ 500.00
Smith, Emily C.	Instructor JCES/WCES	5.00	\$ 25.00	\$ 625.00
<b>Intervention Funds Program</b>				
Gibbons, Erin C.	Instructor OBHS	10.00	\$ 25.00	\$ 250.00
LaFlamme, Michael A.	Instructor OBHS	30.00	\$ 25.00	\$ 750.00
Maynard, William D.	Instructor OBHS	30.00	\$ 25.00	\$ 750.00
McKibben, Benjamin S.	Instructor OBHS	10.00	\$ 25.00	\$ 250.00
Milesky, Alexis M.	Instructor OBHS	30.00	\$ 25.00	\$ 750.00
Mimna, Michelle L.	Instructor OBHS	10.00	\$ 25.00	\$ 250.00
Conley, Micah J.	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Fisher, Brent A.	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Polhemus, Sarah W.	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Shaw, S. Tyler	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Solis, Mark L.	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Thesing, John B.	Instructor OHS	6.00	\$ 25.00	\$ 150.00
Gossett, Gretchen R.	Instructor OMES	12.00	\$ 25.00	\$ 300.00
McLean, Christina M.	Instructor OMES	12.00	\$ 25.00	\$ 300.00
Sarnovsky, Jennifer S.	Instructor OMES	12.00	\$ 25.00	\$ 300.00
Wayman, Elizabeth A.	Instructor OMES	12.00	\$ 25.00	\$ 300.00

2. Approve supplemental employment for the 2019-20 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Advisors</b>					
Global Scholars Advisor OOHS	Williams, Tyler D.	11	0	\$ 414.00	All Year
Model United Nations Advisor OOHS	Dutrow, Christine B.	11	0	\$ 414.00	All Year
ES Enrichment Advisor ACES	Suter, Michelle M.	1/3 of 8	5	\$ 717.75	All Year
ES Enrichment Advisor ISES	Thompson, Paul J.	1/2 of 8	0	\$ 828.50	All Year
ES Music Enrichment Advisor JCES	Parker, Matthew E.	10	13	\$ 1,243.00	All Year
ES Music Enrichment Advisor JCES	Parker, Matthew E.	10	13	\$ 1,243.00	All Year
ES Music Enrichment Advisor JCES	Parker, Matthew E.	11	13	\$ 829.00	All Year

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Supplemental Area (Cont.)	Coach / Advisor	Group	Step	Amount	Season
ES Music Enrichment Advisor JCES	Parker, Matthew E.	11	13	\$ 829.00	All Year
ES Music Enrichment Advisor JCES	Parker, Matthew E.	11	13	\$ 829.00	All Year
ES Music Enrichment Advisor JCES	Williams, Kate E.	11	1	\$ 456.00	All Year
Safety Patrol Advisor JCES	Acox, Nicole D.	9	9	\$ 2,175.00	All Year
ES Enrichment Advisor WCES	Merz, Jamie L.	1/3 of 8	0	\$ 546.81	All Year
ES Enrichment Advisor WCES	Spragg, JoAnn B.	1/3 of 8	0	\$ 546.81	All Year
ES Enrichment Advisor WCES	Turner, Leslie J.	1/3 of 8	0	\$ 546.81	All Year
ES Music Enrichment Advisor WCES	Musgrave, Christiane M.	11	14	\$ 829.00	All Year
<b>Football</b>					
Boys Asst 8th Grade Football Coach OBMS	Little, Tyler D.	7	7	\$ 3,522.00	Fall
<b>Music</b>					
Asst Marching Band Director OOHS	Klabunde, Lawrence E.	3	15	\$ 6,215.00	Fall
<b>Cheerleading</b>					
8th Grade Cheerleading Coach OBMS	Cox, Andrea N.	3/4 of 7	10	\$ 3,107.25	Winter
7th Grade Cheerleading Coach OBMS	Cox, Andrea N.	3/4 of 7	10	\$ 3,107.25	Winter
8th Grade Cheerleading Coach OHMS	Muntean, Nicole V.	7	5	\$ 3,107.00	Winter
7th Grade Cheerleading Coach OHMS	Stotz, Holly A.	7	1	\$ 2,279.00	Winter
8th Grade Cheerleading Coach OOMS	Chambers, Marci E.	7	4	\$ 2,900.00	Winter
7th Grade Cheerleading Coach OOMS	Bridges, Pamela J.	7	0	\$ 2,072.00	Winter
<b>Drama</b>					
Drama Director OOHS	Thomson, Walter D.	1/3 of 4	5	\$ 1,435.50	Winter
Drama Director OOHS	Whiteside, Jeffrey L.	1/3 of 4	14	\$ 2,051.99	Winter
<b>Faculty Manager</b>					
Faculty Manager OBMS	Pauff, Franklin P.	5	7	\$ 4,350.00	Winter
<b>Science Olympiad</b>					
Science Olympiad Chaperone-Volunteer OOHS	Janusz, Bethany L.	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Sparks, Ryan D.	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Zech, Bradley A.	N/A	N/A	-\$	Winter
<b>Weight Training</b>					
Weight Training Coordinator OLHS	Mohr, Drew K.	5	11	\$ 4,972.00	Winter
<b>Wrestling</b>					
Head Wrestling Coach OOHS	Tressler, Scott, C.	2	11	\$ 7,043.00	Winter
Asst Wrestling Coach OOHS	Daugherty, Patrick D.	1/3 of 4	0	\$ 1,093.62	Winter
Asst Wrestling Coach OOHS	Nicola, Brian R.	2/3 of 4	13	\$ 3,554.76	Winter

5. Approve pupil activity supervisor employment for the 2019-20 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Advisors</b>					
Drama Club Advisor OSMS	Gleason, Tina N.	10	14	\$ 1243.00	All Year
<b>Basketball</b>					
Boys 7th Grade Basketball Coach OBMS	Mills, Devin	6	1	\$ 2,693.00	Winter
Asst Basketball Coach Volunteer OHMS	Harrington, Luke D.	N/A	N/A	-\$	Winter
Asst Basketball Coach Volunteer OLMS	Harris, Valerie J.	N/A	N/A	-\$	Winter
Asst Basketball Coach Volunteer OLMS	Lee, Robert A.	N/A	N/A	-\$	Winter
Asst Basketball Coach Volunteer OOMS	Binek, Jeffrey W.	N/A	N/A	-\$	Winter
<b>Diving</b>					
Head District Diving Coach OLSD	White, Jennifer M.	6	17	\$ 4,557.00	Winter
<b>Faculty Manager</b>					
Faculty Manager OLHS	Burke, Lauren O.	1/2 of 4	0	\$ 1,657.00	Winter
Faculty Manager OLHS	Gillum, Tanner T.	1/2 of 4	1	\$ 1,761.00	Winter
<b>Ice Hockey</b>					
Asst Ice Hockey Coach OOHS	Blaskie, Brenton A.	4	8	\$ 4,972.00	Winter
Asst Ice Hockey Volunteer Coach OOHS	Shiverdecker, Jake	N/A	N/A	-\$	Winter
<b>Science Olympiad</b>					
Science Olympiad Chaperone-Volunteer OOHS	Dong-Hurley, Qin	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Felderean, Simona L.	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Hanson, Holly E.	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Lammi, Jill R.	N/A	N/A	-\$	Winter
Science Olympiad Chaperone-Volunteer OOHS	Sinha, Naveen K.	N/A	N/A	-\$	Winter
<b>Wrestling</b>					
Asst Wrestling Coach OLHS	Ford, Michael C.	1/2 of 4	0	\$ 1,657.00	Winter
Asst Wrestling Coach OLHS	Mead, Brakan K.	1/2 of 4	0	\$ 1,657.00	Winter
Asst Wrestling Coach OLHS	Roskovich, Chad A.	1/2 of 3	11	\$ 3,167.50	Winter
Asst Wrestling Coach Volunteer OLHS	Ryan, Jake T.	N/A	N/A	-\$	Winter
Asst Wrestling Coach OOHS	Knapp, Hayden D.	3	1	\$ 4,350.00	Winter
Asst Wrestling Coach OOHS	Martin, Ray P.	2/3 of 4	0	\$ 2,187.24	Winter



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Certificate Section 5705.412, Ohio Revised Code

It is hereby certified that the Olentangy Local School District Board of Education, Delaware County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was or is scheduled for the current fiscal year.

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Treasurer

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Superintendent of Schools

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President, Board of Education

**Donations for December 12, 2019 Meeting**

- 1) **Soprano Xylophone valued at \$397.00**  
From: Arrowhead Elementary School PTO  
To: Arrowhead Elementary School
  
- 2) **\$750 Verizon donation in recognition of volunteer hours by Michelle Ullom**  
**\$50 Verizon donation in recognition of volunteer hours by Linda Taylor**  
From: Verizon  
To: Indian Springs Elementary School
  
- 3) **\$3,000 for books for bookroom**  
From: Mr. and Mrs. Howard Robinson  
To: Scioto Ridge Elementary School
  
- 4) **Misc. spiritwear, vinyl products, and 5 drawer lateral filing cabinet valued at \$1900**  
From: Teresa Scherman and Jennifer Bishop  
To: OASIS @ Olentangy Business Academy
  
- 5) **\$1,000 for staff conference nights and appreciation week dinners/luncheons**  
From: Meijer  
To: Olentangy High School
  
- 6) **Tennis Hut valued at \$4,238.00**  
From: Olentangy Tennis Boosters  
To: Olentangy Local Schools
  
- 7) **Misc. furniture and supplies valued at \$497.29**  
From: Laura Webb  
To: Olentangy Berlin High School
  
- 8) **Donations to Olentangy Schools Special Olympics**  
\$1,000 – Anonymous  
\$100 – Ronald and Barbara Saunders  
\$2,000 – Buffalo Wild Wings Foundation

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING  
2019-20 School Year  
Recommended for Board of Education Approval on December 12, 2019

Employee Name			Position	Building	Hours	Salary	
Last Name	First Name	MI				Per Hour	Total
Extended School Year 2020 (ESY '20)							
Baker	Emily	F.	Administrative Liaison	JCES	0.00	\$ -	\$ 4,000.00
Lather	Julie	A.	Administrative Liaison	OCES	0.00	\$ -	\$ 4,000.00
Woolard	Christina	A.	Administrative Liaison	OHS	0.00	\$ -	\$ 4,000.00
Home Instruction							
McLoughlin	Laura	S.	Instructor	OLMS	67.00	\$ 25.00	\$ 1,675.00
Intervention Funds Program							
Gibbons	Erin	C.	Instructor	OBHS	15.00	\$ 25.00	\$ 375.00
LaFlamme	Michael	A.	Instructor	OBHS	30.00	\$ 25.00	\$ 750.00
Maynard	William	D.	Instructor	OBHS	30.00	\$ 25.00	\$ 750.00
Milesky	Alexis	M.	Instructor	OBHS	30.00	\$ 25.00	\$ 750.00
Mimna	Michelle	L.	Instructor	OBHS	15.00	\$ 25.00	\$ 375.00

SUPPLEMENTAL CONTRACTS

2019-20 School Year

Recommended for Board of Education Approval on December 12, 2019

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
<b>Advisors</b>								
Broadcast Journalism Advisor	OBHS	Thornberry	Morgan	N.	6	0	\$ 2,486.00	All Year
Freshman Class Advisor	OHS	Fuchs	Samuel	M.	1/2 of 11	1	\$ 228.00	All Year
Freshman Class Advisor	OHS	Webber	Michael	S.	1/2 of 11	0	\$ 207.00	All Year
Global Scholars Advisor	OLHS	Martin	Jill	R.	11	0	\$ 414.00	All Year
Student Council Advisor	OLHS	Rust	Hannah	C.	8	4	\$ 2,072.00	All Year
Safety Patrol Advisor	GOES	Bickley	James	H.	1/2 of 9	10	\$ 1,139.50	All Year
Safety Patrol Advisor	GOES	Sexton	Rene	C.	1/2 of 9	0	\$ 621.50	All Year
<b>Music</b>								
Elementary Orchestra/Strings	ISES	Petz	Stacey	A.	1/2 of 5	5	\$ 1,968.00	All Year
ES Music Enrichment Advisor	SRES	Krasny	Kimberly	S.	11	22	\$ 829.00	All Year
ES Music Enrichment Advisor	SRES	Tanner	Emily	T.	11	18	\$ 829.00	All Year
ES Music Enrichment Advisor	TRES	Bachus	Tina	L.	10	16	\$ 1,243.00	All Year
ES Music Enrichment Advisor	TRES	Bachus	Tina	L.	11	16	\$ 829.00	All Year
ES Music Enrichment Advisor	TRES	Bachus	Tina	L.	11	16	\$ 829.00	All Year
ES Music Enrichment Advisor	TRES	Bachus	Tina	L.	11	16	\$ 829.00	All Year
<b>Music</b>								
Asst Marching Band Director	OHS	Grimes	Melissa	J.	3	6	\$ 5,386.00	Fall
<b>Basketball</b>								
Boys 8th Grade Basketball Coach	OBMS	Gregg	Eric	M.	6	1	\$2,693.00	Winter
Girls 8th Grade Basketball Coach	OBMS	Stimmel	Mariam	P.	6	3	\$3,107.00	Winter
Boys 8th Grade Basketball Coach	OHMS	Waterwash	Ron	G.	6	3	\$3,107.00	Winter
Girls 7th Grade Basketball Coach	OHMS	Nicolosi	Richard	A.	6	13	\$4,557.00	Winter
<b>Drama</b>								
Drama Director	OLHS	Skrovan	Daniel	J.	4	21	\$ 5,386.00	Winter
Drama Asst Director	OLHS	Huber	Jane	E.	7	13	\$ 4,143.00	Winter
Drama Technical Director	OLHS	Skrovan	Daniel	J.	9	11	\$ 2,279.00	Winter
<b>Science Olympiad</b>								
Science Olympiad Chaperone-Volunteer	OOHS	Angel	Sarah	E.	N/A	N/A	\$ -	Winter
<b>Sports Statistician</b>								
Sports Statistician	OBHS	McKibben	Benjamin	S.	11	1	\$ 456.00	Winter
Sports Statistician	OHS	Wells	Eric	B.	11	6	\$ 663.00	Winter

PUPIL ACTIVITY SUPERVISOR CONTRACTS  
2019-20 School Year  
Recommended for Board of Education Approval on December 12, 2019

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
<b>Advisors</b>								
Special Olympics Advisor	DISTRICT	Taylor	Sharon	A.	4	0	\$ 3,314.00	All Year
<b>Bowling</b>								
Girls Head Bowling Coach	OLHS	Christensen	Stacey	C.	1/2 of 4	0	\$1,657.00	Winter
<b>Cheerleading</b>								
Head Cheerleading Coach	OBHS	Adkins	Amy	M.	4	12	\$ 5,386.00	Winter
Asst Cheerleading Coach	OBHS	Griffith	Rebekah	F.	6	6	\$ 3,729.00	Winter
<b>Drama</b>								
Drama Choreographer	OLHS	Gress	Cassandra	N.	8	5	\$ 2,175.00	Winter
Drama Instrumental Director	OLHS	Harrison	Ryan	T.	10	4	\$ 994.00	Winter
Drama Instrumental Director	OOHS	Harris	Brennan	R.	10	8	\$ 1,160.00	Winter
<b>Gymnastics</b>								
Asst Gymnastics Coach	OLHS	Rankin	Gordon	A.	6	0	\$ 2,486.00	Winter
<b>Ice Hockey</b>								
Asst Ice Hockey Coach	OOHS	Hendrickson	James	M.	4	0	\$ 3,314.00	Winter
<b>Sports Statistician</b>								
Sports Statistician	OLHS	Bode	Paul		11	4	\$ 580.00	Winter
<b>Wrestling</b>								
Asst Wrestling Coach	OBHS	Morris	Aaron	C.	4	0	\$ 3,314.00	Winter
Wrestling Volunteer	OHS	Bulugaris	Michael	S.	N/A	N/A	\$ -	Winter
Wrestling Volunteer	OHS	Fowler	Vauughn	T.	N/A	N/A	\$ -	Winter
Wrestling Volunteer	OLHS	Kilpatrick	Kevin	J.	N/A	N/A	\$ -	Winter
Wrestling Volunteer	OLHS	Michael	Anthony	S.	N/A	N/A	\$ -	Winter
<b>Lacrosse</b>								
Boys Head Lacrosse Coach	OLHS	Godwin	Jason	E.	2	17	\$ 7,043.00	Spring

School	Beginning Date of Trip	Return Date	School Days Missed	# of Volunteers	Event	Location	Transportation	Approximate Number of Students
OLHS	3/28/2020	4/4/2020	0	1	Spring Softball Trip	Myrtle Beach, SC	Parents	13
OOHS, OLHS, OHS, OBHS	4/16/2020	4/18/2020	2	0	Journalism-JEA/NSPA Spring Conference	Nashville, TN	Charter Bus	45-90
OLHS	4/17/2020	4/18/2020	1	0	Track & Field/Eastern Relays	Louisville, KY	School Bus	60
OOHS and OBHS	6/3/2020	6/10/2020	0	0	Canada Trip	Quebec & Ontario	Air/Charter Bus	17
OLHS/OBHS	3/28/2020	4/4/2020	0	0	Habitat for Humanity	Dade City, FL	Charter Bus	20
OLHS	11/24/2020	11/29/2020	1/2	8	Varsity Chorale/Choraliers-Disney Candlelight Processional	Orlando, FL	Charter Bus	75

# Board Exhibit A

EXHIBIT "A" FOR D 99050169 C

Description of a 28.094 acre tract of land, north of Powell, Ohio, west of County Road No. 9, in Liberty Township, County of Delaware, State of Ohio.

Situated in the State of Ohio, County of Delaware, and Township of Liberty, being part of Lot 18, Section 1, Township 3, Range 19, United States Military Lands, containing 28.094 acres of land, more or less, being out of 49.164 acres of land as described to Mary T. Monska et al from the Vella V. Arndt Estate in Delaware County, State of Ohio; said 28.094 acres being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the southerly line of said Lot 18 with the centerline of County Road No. 9 (Liberty Road), said spike being the northeasterly corner of C.B. & A.M. Marquette's land as recorded in Deed Book 227, Pages 606 and 607, Recorder's Office, Delaware County, Ohio, and being the true point of beginning;

thence N. 88 deg. 50' 05" W. along the southerly line of Lot 18, being the northerly line of Lot 19 of said C.B. & A.M. Marquette's land, a distance of 2107.89 feet to an iron pin;

thence N. 00 deg. 36' 17" E. along the easterly line of the Chesapeake and Ohio (C&O) Railroad's 2.00 acre tract as described in Deed Book 167, Page 222, a distance of 190.00 feet to an iron corner post;

thence N. 88 deg. 06' 43" W. along the northerly line of said C & O Railroad's 2.00 acre tract, a distance of 460.00 feet to an iron pin;

thence N. 00 deg. 12' 50" E. along the easterly line of C & O Railroad's land as recorded in Deed Book 199, Page 38, a distance of 311.50 feet to an iron pin;

thence S. 89 deg. 00' 00" E. a distance of 2570.40 feet to a railroad spike in the center of County Road No. 9 (Liberty Road);

thence S. 00 deg. 39' 53" W. with the centerline of County Road No. 9 (Liberty Road), a distance of 514.69 feet (passing over a railroad spike at 12.44 feet and 262.44 feet) to the true point of beginning and containing 28.094 acres of land, more or less.

Subject to all rights-of-way, easements and restrictions, if any, of previous record.

Description prepared by Vernon A. Rybski, Registered Surveyor No. 4041.

DESCRIPTION OK FOR  
CLOSING ONLY  
 REC'D  
 MUNICIPAL  
 DEL. CO. E.O.

APPROVED  
FOR TRANSFER  
CHRIS BAUSERMAN  
DELAWARE COUNTY ENGINEER

EXHIBIT "A" FOR D 99050167 C

Situated in the State of Ohio, County of Delaware, and Township of Liberty, being part of Lot 18, Section 1, Township 3, Range 19, United States Military Lands, containing 21.070 acres of land, more or less, being out of 49.164 acres of land as described to Mary T. Monska et al from the Vella V. Arndt Estate in Delaware County, State of Ohio; said 21.070 acres being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the northerly line of said Lot 18 with the centerline of County Road No. 9 (Liberty Road), said spike being the southeasterly corner of University Court Incorporated's Lands recorded in Deed Book 382, Page 542, Recorder's Office, Delaware County, Ohio, and being the true point of beginning; thence from said true point of beginning S. 00 deg. 39' 53" W. with the centerline of County Road No. 9 (Liberty Road), a distance of 356.88 feet to a railroad spike; thence N. 89 deg. 00' 00" W. a distance of 2570.40 feet to an iron pin; thence N. 00 deg. 12' 50" E. along the easterly line of Chesapeake and Ohio (C & O) Railroad's land as recorded in Deed Book 199, Page 38, a distance of 356.91 feet to an iron pin; thence S. 89 deg. 00' 00" E. along the southerly line of Lot 17, land owned by University Court incorporated, a distance of 2573.21 feet to the true point of beginning and containing 21.070 acres of land, more or less.

DESCRIPTION OK FOR  
CLOSING ONLY  
RECORDING REQUIRED  
MUNICIPAL APPROVAL REQUIRED  
DEL CO. END

APPROVED  
FOR TRANSFER  
CHRIS BAUSERMAN  
DELAWARE COUNTY ENGINEER  
7-13-99

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

# Board Exhibit B

## EXHIBIT A

### Legal Description

#### Parcel I

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at a p.k. spike at the intersection of the centerline of Delaware County Road, No. 124 and the East line of Section 2, thence S. 2° 19' W. along the section line 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence N. 87° 40' W. 25.00 feet to an iron pipe (found); thence N. 2° 19' E. 1335.20 feet to a R.R. Spike on the centerline of Delaware County Rd. No. 124 passing over an iron pipe (found) at 1305.20 feet; thence S. 87° 40' E. along the center line of said County Rd. 25.00 feet to the point of beginning, containing 0.766 acres, be the same more or less, but subject to all legal highways.

#### Parcel II

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at an iron pipe (found) on the easterly right-of-way line of the Chesapeake and Ohio Railroad, said iron pipe being S. 2° 09' W. 1335.20 feet from the point of intersection with centerline of Delaware County Rd. No. 124 and the easterly right-of-way line of the C&O Railroad; thence S. 87° 40' E. 838.74 feet to an iron pipe on the East line of Section 2, passing over an iron pipe at 813.74 feet; thence S. 2° 19' W. along the easterly line of Section 2, 1177.79 feet to a post, passing over a stone at 421.64 feet; thence N. 87° 44' W. 824.37 feet to a steel post on the easterly right-of-way line of the C&O Railroad; thence along the easterly right-of-way line of said railroad with a 0° 30' curve to the right which the long chord bears N. 0° 50' 30" E. 503.08 feet, an arc distance of 504.11 feet to an iron bolt to the point of tangency; thence N. 2° 09' E. 677.35 feet to the point of beginning, containing 22.61 acres, be the same more or less, but subject to all legal highways.

DESCRIPTION APPROVED  
FOR TRANSFER  
Chris Bauserman  
Delaware County Engineer

#### Parcel III

Situated in the State of Ohio, County of Delaware and Township of Liberty. Being in Range 19, Township 3, Section 2, and part of Lot 2, U.S. Military Lands:

Beginning at a railroad spike set on the centerline of County Road No. 124, known as the G.I.H. and Columbus Road; said point of beginning bears North 87 degrees, 40' West 25.00 feet from the point of intersection of the centerline of County Road No. 124 and the section line between sections 2 and 1; thence South 2 degrees, 10' West parallel with the section line, 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence North 87 degrees, 40' West 813.74 feet to an iron pipe

{00063624-2}

set on the right-of-way line of the Chesapeake and Ohio Railroad; thence North 2 degrees 09' East along the said East right-of-way line, 1335.20 feet to a railroad spike set on the centerline of County Road No. 124, passing over an iron pipe at 1305.20 feet; thence South 87 degrees 40' East along the centerline of County Road No. 124, 817.53 feet to the point of beginning, containing 25.00 acres of land, be the same more or less, but subject to all legal highways.

**Parcel IV**

Situated in the State of Ohio, County of Delaware, City of Powell, located in Farm Lot 1, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being part of a 40.636 acre tract conveyed to M/I Homes of Central Ohio LLC, as recorded in Official Record Volume 428, Page 1362, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the intersection of centerline of Rutherford Road (T.R. 122) with the east line of the CSX Transportation, Inc., marking the southwest corner of said 40.636 acre tract;

thence North 10° 53' 41" West 748.16 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 08° 35' 08" West 1154.01 feet along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin set marking the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

thence continuing North 08° 35' 08" West 387.06 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 04° 13' 20" West 782.01 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 35° 19' 13" East 36.89 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 23° 58' 01" East 95.92 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 02° 03' 16" East 195.96 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found marking the northwest corner of said 40.636 acre tract and southwest corner of a 22.61 acre tract (Parcel II) conveyed to G. Frederick Smith Chemical Company, as recorded in Deed Book 420, Page 32;

thence South 86° 24' 15" East 708.91 feet, along the north line of said 40.636 acre tract and south line of said 22.61 acre tract, to an iron pin found in the east line of Farm Lot 1 and west line of a 25.248 acre tract (Parcel III) conveyed to G. Frederick Smith Chemical Company, recorded in Deed Book 420, Page 32, marking the northeast corner of said 40.636 acre tract and southeast corner of said 22.61 acre tract;

thence South 04° 15' 04" West 973.92 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west line of said 25.248 acre tract and a 51.3172 acre tract conveyed to Board of Trustees

{00063624-2}

Liberty Township, as recorded in Official Record 32, Page 1888, to an iron pin found marking the southwest corner of said 51.3172 acre tract and the northwest corner of a 21.070 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 663;

thence South 02° 31' 40" West 780.39 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west lines of said 21.070 acre tract and a 28.094 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 278, to an iron pin set (passing an iron pin found at 668.33 feet);

thence along the arc of a curve 638.84 feet turning to the right (delta angle=43° 20' 15", radius=864.43 feet), with a chord bearing and distance of North 60° 00' 16" West 638.36 feet, across said 40.636 acre tract, to the principal place of beginning, containing an area of 25.248 acres.

**LESS AND EXCEPTING FROM PARCELS I AND III ABOVE:**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being a part of Farm Lot 2 in Section 2, Township 3 North, Range 19 West, United States Military Lands and being a part of record 13.820 acre and 25.00 acre parcels conveyed to G. Frederick Smith Chemical Company as recorded in Book 420, page 32 in the records of Delaware County, being a parcel of land lying on the right and left sides of the centerline of Right of Way and Construction of DEL-CR124-4.11 (Home Road) and bounded and described as follows:

Beginning at the intersection of the centerline of County Road 124 (Home Road) and the east line of said Farm Lot 2, said point located 22.83 feet left of station 240+13.09 of proposed County Road 124 and being the TRUE POINT OF BEGINNING for the parcel herein described;

- 1) thence South 03 degrees 36 minutes 05 –seconds West along the east line of said Farm Lot 2 a distance of 122.74 feet to an iron pin set, located 99.18 feet right of station 239+99.55 of proposed County Road 124;
- 2) thence South 85 degrees 10 minutes 23 seconds West a distance of 715.67 feet to an iron pin set, located 150.00 feet right of station 233+00.00 of proposed County Road 124;
- 3) thence North 86 degrees 22 minutes 05 seconds West a distance of 134.55 feet to an iron pin set on the east line of the CSX Railroad at a point located 150.00 feet right of station 231+65.45 of proposed County Road 124;
- 4) thence North 03 degrees 28 minutes 47 seconds East along the east line of the CSX Railroad a distance of 228.00 feet to the centerline of existing County Road 124, said point located 77.99 feet left of station 231+64.84 of proposed County Road 124;
- 5) thence South 86 degrees 21 minutes 56 seconds East along the centerline of existing County Road 124 a distance of 832.39 feet to a point located 23.93 feet left of station 240+02.63 of proposed County Road 124;
- 6) thence South 86 degrees 38 minutes 27 seconds East along the centerline of existing County Road 124 a distance of 10.58 feet to the point of beginning and enclosing an area of 3.555 acres, more or less.

Of the above described tract, 3.484 acres is located in Auditor's Permanent Parcel Number 319-240-01-004-000 which includes 0.563 acres in the present road occupied and 0.071 acres is

{00063624-2}

located in Auditor's Permanent Parcel Number 319-240-01-005-000 which includes 0.017 acres in the present road occupied

Monuments referred to as iron pins set are  $\frac{3}{4}$  inch diameter x 30 inch long iron bars with a 1-1/2 inch diameter aluminum cap marked "R/W LS #7819".

Bearings used in this description are based on the Ohio Lambert Projection North Zone Plane Coordinate System as established by the National Geodetic Survey, North American Datum of 1983 (1995 adjustment) from GPS observations made by American Consulting, Inc.

Stations referred to herein are from the centerline of survey of proposed County Road 124 as found on Delaware County Engineer's Office Right of Way Plan DEL-CR124-4.11.

Grantor, for itself and its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area.

The description was prepared and reviewed on July 17, 2006 by Charles P. Unterreiner, P.S. 7819 from a survey made by American Consulting, Inc. in 2003.

PLOT SCALE 1:1 EDIT DATE 3/20/19 - 11:07 AM EDITED BY AJORDAN DRAWING FILE 0:12019P01-EM.D.DRAWINGSSURVEY2019183.SV2019-05-11.SCHOOL EXHIBIT.DWG

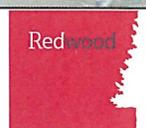


DATE: 10/20/2019  
DRAWN BY: [Redacted]  
CHECKED BY: SLD  
JOB NUMBER: 20190183E

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED	DATE

HOME ROAD DEVELOPMENT  
POWELL, DELAWARE COUNTY, OHIO  
SECONDARY ACCESS EXHIBIT

**AMERICAN STRUCTUREPOINT INC.**  
3550 Corporate Exchange Drive | Suite 300  
Columbus, Ohio 43231  
TEL 614.695.2212 | FAX 614.695.2236  
www.asurepoint.com



Board Exhibit C

## Board Exhibit D

WHEN RECORDED RETURN TO:

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### EMERGENCY ACCESS EASEMENT AGREEMENT

This EMERGENCY ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ 2019, by and between Redwood USA LLC, an Ohio limited liability company, or its assignee ("Redwood") and the Olentangy Local School District Board of Education ("Olentangy").

#### BACKGROUND

- A. Olentangy owns certain real property commonly known as Olentangy Liberty Middle School ("Middle School") and located in Liberty Township, Delaware County, Ohio, and more particularly described on **Exhibit A** attached to this Agreement ("Olentangy's Property"). Redwood owns certain real property adjacent to and west of Olentangy's Property and more particularly described on **Exhibit B** attached to this Agreement ("Redwood's Property").
- B. In return for Redwood providing certain public improvements to the Middle School, Olentangy is willing to grant an easement to Redwood from the Redwood Property east to Liberty Road. This easement is in an area not need for school purposes.
- C. Redwood and Olentangy desire to enter into this Agreement to create an easement over Olentangy's Property to benefit Redwood's Property.

#### AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, Redwood and Olentangy agree as follows:

- 1) **Grant of Easements.** Olentangy grants and conveys to Redwood a perpetual, non-exclusive easement over, across, along and through that portion of Olentangy's Property for the sole purpose of ingress and egress of emergency vehicles to and from Redwood's Property ("Easement Area"). The easement granted herein shall not be used for any other purpose.
- 2) **Location of Easement Area.** The location of the Easement Area over Olentangy's Property is as shown on the drawing on **Exhibit C-1** attached to this Agreement and is legally described on **Exhibit C-2** attached to this Agreement.
- 3) **Use of the Easement Area.** As reasonably requested by Olentangy and/or required by local emergency service providers, Redwood shall install at Redwood's sole cost and expense, both on its own property and on Olentangy's Property, gates, bollards and signage ("Easement Area Improvements") to indicate that the driveway in the Easement Area is to be used only by emergency vehicles, and to deter other traffic from using the driveway for access to either property. Signs may read "Not an Exit — Emergency Vehicles Only" or similar language.
  - a) Redwood shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Olentangy's Property by Olentangy during Redwood's work to install the Easement Area Improvements. Redwood shall use its best efforts to protect trees and minimize any damage to the Easement Area and/or surrounding areas. As soon as practicable after installing these improvements, Redwood shall at its own cost, remedy any damage occurring on Olentangy's Property. Specifically, Redwood shall, at its sole expense, restore Olentangy's Property to its prior existing condition. This shall include without limitation returning the Easement Area to its former grade and condition, restoring any trees, landscaping, driveways or pedestrian paths to a condition substantially equal to the condition existing prior to Redwood's entry onto or use of the Easement Area or property adjacent to it.
  - b) Olentangy shall maintain, repair and replace (as needed) the paved areas in the Easement Area that exist as of the creation of this Agreement for the operation of the Middle School. Olentangy has no responsibility to maintain, repair or replace any gates, bollards and signage in connection with this Agreement except as it may choose to exercise its rights under section 3.e. below. The area of Olentangy's obligations is as shown on cross-hatched **Subarea A** on **Exhibit C-1**.
  - c) Redwood shall maintain, repair and replace (as needed) all other paved areas in the Easement Area, including the gates, bollards and signage located on each party's property, so as to keep such improvements and signage in good, safe condition and repair. The area of Redwood's obligations hereunder is as shown on cross-hatched **Subarea B** on **Exhibit C-1**. These obligations shall be subject to the conditions in section 3.a. of this Agreement.
  - d) As to snow plowing and removal, Olentangy shall be primarily responsible for **Subarea A** and Redwood shall be solely responsible for **Subarea B**, provided,

however, Redwood shall have the right and obligation to plow and remove snow from **Subarea A** if school is not in session at the Middle School for any reason.

- e) To the extent one party fails to so maintain, repair and/or replace its improvements and signage, the other party shall provide written notice and thirty (30) days to cure, after which the notifying party will have the right to perform such work, and the party failing to do so will reimburse the performing party within thirty (30) days after receiving an invoice for such work.
  - f) Redwood represents and warrants that it has, and shall maintain, a policy of insurance covering its work to construct, and install the Easement Area Improvements. Redwood shall name Olentangy as an additional insured on its policy of insurance.
- 4) **Term.** The Easement granted under this Agreement will be effective as of the date this Agreement is recorded by Redwood, and it will be perpetual.
  - 5) **Compliance with Laws.** Redwood and Olentangy shall comply at all times with all laws, statutes, ordinances, rules and regulations now or hereafter in effect regarding the Easement Area.
  - 6) **Liens.** Neither party will permit any claim, lien or other encumbrance arising out of this Agreement to accrue against or attach to the other party's property.
  - 7) **Covenants Running With the Land.** The easements and covenants set forth in this Agreement will be covenants and easements running with the land, and will be binding upon and will run with Olentangy's Property and Redwood's Property and will inure to the benefit of and be binding upon Redwood's and Olentangy's respective successors and assigns.
  - 8) **No Public Right.** The easement established under this Agreement will be for the benefit of and be restricted solely to the entities indicated and their successors and assigns. Nothing in this Agreement is intended to create nor shall it be construed as creating any express or implied easement, dedication or any other rights in or for the benefit of the general public.
  - 9) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.
  - 10) **Exhibits.** The exhibits attached to this Agreement are incorporated herein by this reference.

List of Exhibits:

- Exhibit A** - Legal Description of Olentangy's Property
- Exhibit B** - Legal Description of Redwood's Property

**Exhibit C-1** – Drawing of Easement Area over Olentangy's Property (Cross-hatched to show Subarea A and Subarea B)

**Exhibit C-2** – Legal Description of Easement Area over Olentangy's Property

Redwood USA LLC, an Ohio limited liability  
company

By



David Conwill, Authorized Manager  
Printed Name and Title

Board of Education of the Olentangy Local  
School District

By

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

State of Ohio,  
County of Cuyahoga, ss.:

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of November, 2019, by David Conwill, the Authorized Manager of Redwood USA LLC, an Ohio limited liability company, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date above written.



**Justin T. Smith**  
Notary Public, State of Ohio  
My Commission Expires  
April 10, 2024

[Signature]  
Notary Public

State of Ohio,  
County of \_\_\_\_\_, ss.:

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of the Olentangy Local School District Board of Education, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date above written.

\_\_\_\_\_  
Notary Public

This instrument prepared by: Andrew P. Wecker, Esq., Manos, Martin & Pergram Co., LPA,  
50 North Sandusky Street, Delaware, Ohio 43015-1926. 740-363-1313