

## **LEASE**

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between MCTR PROPERTIES, LTD., an Ohio Limited Liability Company (hereinafter called "Lessor"), and OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter called "Lessee").

**PREMISES:** Lessor, in consideration of the rents and the performance of the covenants and agreements hereinafter provided for, to be paid and performed by Lessee, hereby leases to Lessee the following described premises, being situated in the State of Ohio, County of Delaware, and more particularly described as follows:

Being approximately 39,259 square feet, more or less, of office area commonly known as 7840 Graphics Way Drive, Lewis Center, Ohio 43035.

**TERM:** The term for this Lease Agreement shall be Five (5) years and one month commencing on April 1, 2017 and terminating on April 30, 2022.

**RENT:** Lessee agrees to pay to the Lessor as rent for the premises for and during the term of this Lease, in accordance with the following schedule:

<u>Months</u>	<u>Per Square Foot</u>	<u>Monthly Rent Payments</u>
1	N/A	N/A
2 – 31	\$12.13	\$39,957.23
32 – 61	\$12.75	\$41,999.56

Rent is waived for the first month of the Lease, but Lessee shall be responsible for all operating expenses for said month. Said rent shall be paid on the first day of each and every month by electronic deposit to Lessor's WesBanco account # \_\_\_\_\_. Any rental payment received after the 10<sup>th</sup> day of the month will be subject to a Five (5%) percent late charge. If rental payments are mailed, the date of receipt by Lessor will determine the date of payment. If any check for rent is returned to Lessor for insufficient funds or other reasons, the Five percent (5%) late charge will be added to that payment as well as any additional charges that Lessor incurs as a result of said check.

Unless specifically defined herein as a responsibility of Lessee, Lessor shall be responsible for all expenses associated with the Leased Premises, including but not limited to any real estate taxes.

**NO LESSOR'S WORK.** Lessee accepts the Leased Premises 'AS IS', 'WHERE IS' and "WITH ALL FAULTS", and Lessor shall not have any obligation to construct any improvements, alterations or additions to the Leased Premises, except that the parking lot is scheduled to be sealed in the Spring of 2017 at Lessor's expense.

**LESSEE'S WORK.** All work to make the Leased Premises ready for Lessee's use on

or after the Term Commencement Date is to be performed by Lessee at its expense (hereinafter referred to as "Lessee's Work"). All entry into the Leased Premises and work done by Lessee shall be at the Lessee's risk. All Lessee's Work shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld, and shall be in accordance with good construction practices, applicable laws and all applicable regulations.

**OPTION TO EXTEND:** Lessee shall have the right to extend this Lease for Three (3) additional terms of Five (5) years each commencing at the expiration of the prior term, under and upon the same terms, covenants and provisions of this Lease; provided, however the yearly rent shall increase by 1.75% per year for each year of any extended term. Said option shall be exercised by the Lessee serving written notice thereof, at least 180 days before the expiration of the prior term, on the Lessor personally or by mailing said notice to him by certified mail; provided further that said options may be exercised if, and only if the Lessee is not in default in payment of rent or in any other of the terms, covenants and provisions of this Lease.

**PURCHASE OPTION:** In consideration of the rents to be paid and the obligations contained in this Lease, Lessor hereby grants to Lessee the exclusive option to purchase the rented premises at any time after the expiration of the third (3<sup>rd</sup>) lease year. Lessor shall not sell the rented premises to anyone other than Lessee during any term or extension of this lease. Lessee may exercise the right to purchase only if Lessee occupies the premises at the time the option is exercised and the sale is closed. Lessee shall provide written notice to Lessor of its intent to exercise this purchase option any time after the 28<sup>th</sup> month of the Lease. No lease payments shall be credited to the Lessee.

The purchase price shall be determined by averaging Two (2) appraisals conducted by appraisers qualified to appraise commercial buildings. Lessor and Lessee shall each select an appraiser and shall be responsible for the cost of the appraiser they selected. If the appraisals vary in value by more than Ten (10%) percent, Lessor and Lessee shall mutually select a third appraiser. The cost of the third appraiser shall be shared equally between Lessor and Lessee. The purchase price shall be the average of the three (3) appraisals. If the purchase price as determined by either Two (2) or Three (3) appraisers is less than \$4,500,000.00, Lessor has the absolute right in Lessor's discretion, to reject the sale to Lessee. If the purchase price as determined by either Two (2) or Three (3) appraisers is four million, five hundred thousand dollars (\$4,500,000.00) or higher, Lessor shall be obligated to sell the property to Lessee.

Lessor agrees to make a good faith effort to negotiate a price with Lessee prior to rejecting the sale based on the purchase price being less than \$4,500,000; however, Lessor is not legally obligated to agree to any price proposed by Lessee that is less than \$4,500,000. In the event Lessor rejects the sale to Lessee based on the purchase price being less than \$4,500,000, and through good faith negotiations the parties are unable to negotiate a purchase price agreeable to both parties, Lessee shall have the right to terminate this Lease by giving Lessor at least one hundred twenty (120) days written notice.

If the Lessee exercises its option to purchase and a price is determined in accordance with the provisions stated herein, the parties shall close within ninety (90) days after the purchase price is determined. Lessor/Seller shall be responsible for all title charges and conveyance fees, all escrow closing fees, real estate tax prorations and other customary seller's expenses due,

payable or incurred in connection with the transaction, if any. Lessee/Buyer shall be responsible for all recording fees for the deed. Except as otherwise provided herein, each party shall pay its share of all other closing costs as would normally be paid by Seller or Buyer in a transaction of this character in Delaware County. Buyer and Seller shall each pay the fees and expenses of their respective legal counsel incurred in connection with the transaction.

**SECURITY DEPOSIT:** A security deposit in the amount of Forty Thousand Four Hundred Thirty-Three and 33/100 Dollars (\$40,433.33) shall be paid by Lessee to Lessor prior to Lessee taking possession. This security deposit shall be paid to Lessor and held by Lessor in trust as security for the term of this Lease. No part of this deposit shall be applied to the payment of Lessee's rent. If, after inspection of the leased premises, the Lessor is satisfied that no damage has been caused by the Lessee, the Lessor shall return said deposit to Lessee upon termination of this Lease. If such inspection reveals any damage caused by Lessee, ordinary wear and tear excepted, the Lessor shall subtract a sum required for the repair of said damage from the security deposit. In the event Lessor subtracts any sum from Lessee's security deposit for the repair of damage, Lessor shall supply Lessee with receipts, evidencing the sum of any amount deducted from Lessee's security deposit. The remainder of the security deposit shall be refunded to Lessee.

**USAGE:** The leased premises shall be used only as administrative offices for Lessee. Lessee shall not use or occupy any of the said premises for any purpose contrary to law or the rules or regulations of any public authority, including zoning restrictions, or in any manner so as to increase the cost of hazard insurance or maintenance.

**SECURITY SYSTEM:** Lessor is not responsible for providing any security system or fire alarms which shall be the sole responsibility of Lessee as to installation, maintenance and all costs incurred for installation and maintenance.

**PARKING AREA:** During the term of this Lease and any extension thereof, Lessee and Lessee's customers, employees, and invitees, shall have the exclusive right and license to use of the parking areas, driveways, service driveways, and sidewalks which shall be provided by the Lessor and shall remain under Lessor's control. Overnight school bus parking is prohibited.

**UTILITIES:** Lessee will be responsible for all utilities which are furnished to the premises.

**GLASS:** Lessee agrees to replace all glass which is damaged or broken as a result of Lessee's negligence. All other maintenance, repair or replacement of such glass shall be Lessor's responsibility.

**PERSONAL PROPERTY:** Lessee assumes all risk of damage to or destruction, loss, or pilferage of personal property, including without limitation, vandalism, within the premises or loss suffered by Lessee's business resulting from any cause whatsoever, except Lessor's

negligence.

**LESSEE'S REPAIRS:** Lessee acknowledges that premises, including heating system, electrical system, plumbing, air conditioning, hot water tank, floor covering, doors, door hardware, windows and the interior of premises, will be, as of the date rent commences to accrue hereunder, under the possession and control of Lessee and Lessee agrees to regularly service and keep the same in good order, repair, maintenance and operation and agrees to promptly pay up to the first \$15,000 per year, cumulative total per year, required to replace any major mechanical systems, including the HVAC system, plumbing, or electrical. Should Lessor and Lessee disagree as to whether repair or replacement of a major mechanical system should be performed, Lessor and Lessee will mutually select a qualified third party, who will provide an opinion as to repair or replacement which Lessor and Lessee will follow.

Lessee also agrees to keep premises, sidewalks and areas adjoining the leased premises in a clean, safe and sanitary condition, including removal of trash and the removal of snow, ice and debris from the doorways and sidewalks, but no chemical or salt shall be used on the sidewalks which shall damage the concrete. Lessee is also responsible for maintaining the lawn and landscaping.

Lessee is to be responsible to Lessor for any and all damages or destruction to property inside the Leased Premises, due to any burglary, vandalism, excluding acts of God, which may occur. It is also understood that Lessee will have ample burglary and liability insurance to cover any such incidents. In the event of such occurrence, said property is to be restored to original condition by Lessee.

Lessee shall be responsible to contract for and pay for all janitorial services for the premises. Lessor has no responsibility or liability for janitorial services.

**LESSOR'S REPAIRS:** Lessor shall maintain the parking lot and the exterior portion of the building of which the premises are a part, including the roof, foundation and structural portions thereof, exclusive of doors and door hardware, in good repair, except for reasonable wear and tear and except such repairs as may be required thereto by reason of the acts of Lessee, its employees, agents, invitees, licensees or contractors. In such event, Lessee agrees to promptly and properly repair the same at Lessee's expense. Lessor shall make all necessary repairs and replacements to the parking lot asphalt, at Lessor's expense, during the term of this lease and any extension thereof.

Lessor shall be responsible for all costs exceeding \$15,000.00 per year required for the replacement of any of the major mechanical systems, including the HVAC system.

**INSURANCE:** Lessee shall maintain during the term of this Lease or any extension thereof, in full force and effect, public liability insurance for its own protection and for the protection of Lessor against injuries, accidents or causes of action of every nature and kind whatsoever which are normally covered by "owner-lessee" liability insurance that may arise from the use and occupation of, in and about the premises, by Lessee. Insurance shall be with limits of not less than \$2,000,000.00 for each injury to one person, \$2,000,000.00 for each injury to

more than one person, and \$5,000,000.00 for property damage. Lessor and Lessee shall be named as insured in the policies or certificates of such coverage. Such policy or policies shall bear an endorsement to the effect that the insurer shall not cancel or modify the same without at least fifteen (15) days prior written notice to the Lessor.

**ALTERATIONS:** Lessee will not make alterations or additions to any part of the premises without prior written consent of Lessor, which shall not be unreasonably withheld. All such alterations and additions shall be made in accordance with all applicable laws and regulations, and permits therefor from all public authorities, as required, will be obtained and paid for by Lessee. All such changes shall remain for the benefit of the Lessor unless otherwise provided in the written consent. Lessee further agrees to pay for all alterations and/or additions.

**FIXTURES:** At the time of Lessee's possession, Lessor shall donate to Lessee all furniture, fixtures, furnishings and personal property in the Leased Premises at the time of possession.

**FIRE INSURANCE:** Lessor agrees to carry on and maintain fire and extended coverage insurance, on the buildings of which the premises are a part, in an amount of at least 80% of their insurable value. Should the premises be damaged or destroyed by fire or other casualty, Lessor agrees to repair, restore, or replace same to a condition as good or better than before, as soon as reasonably possible after insurance adjustments have been made, but, in any event, within six (6) months after such damage or destruction. Should the premises be rendered wholly untenable, all rent for this period shall completely abate until the repair, restoration or replacement has been completed. Should the premises be rendered untenable in part only and the remaining part is suitable for the conduct of Lessee's business, then the rental shall abate proportionately based upon the USABLE space available to Lessee for the conduct of business, until repair, restoration or replacement is completed. If the premises are rendered untenable, in excess of fifty (50%) percent, Lessee, at the end of ninety (90) days, shall have the option to cancel this Lease. Rent abatement and early termination are not available to Lessee if the damage is the result of the acts of Lessee, its employees, agents, invitees, licensees or contractors.

**DEFAULT:** Should Lessee fail to pay the rent or other payments required of Lessee hereunder or any part thereof, for a period of ten (10) days after payment shall be due, or should Lessee fail to perform or observe any other agreements, covenant or condition on Lessee's part to be performed or observed and fail to cure such failure within fifteen (15) days after notice from Lessor specifying the failure, or should this leasehold become subject to execution, attachment or other process of law, or should premises be vacated, abandoned or business operations of Lessee cease for a period exceeding seven (7) days (excluding holiday breaks), or should Lessee fail to move into or take possession of premises and open for business within thirty (30) days after Lessor shall deliver possession thereof to Lessee, or should Lessee make an assignment for benefit of creditors, file a voluntary petition in bankruptcy or for an Arrangement or Reorganization or suffer an involuntary petition to be filed against Lessee or suffer a receiver or

trustee to be appointed for Lessee, or permit Lessee's fixtures or other legal process, in all or either of such events a breach of this lease shall have occurred, and should such breach be other than for payment of money and continue for thirty (30) days thereafter, then Lessor, in addition to any other remedies available, shall have the immediate right to enter and repossess the premises by force, summary or dispossession proceedings, or otherwise, and remove therefrom all occupants and take and store any property at the cost of and for the account of Lessee, without becoming liable to prosecution or damages therefor, may seize and hold Lessee's fixtures as its own property, and thereupon all rights of Lessee and obligations of Lessor to Lessee hereunder shall cease but Lessee shall remain liable for the rent, less any net amount realized by Lessor from re-renting the premises, and such liability for rent shall continue each month for the remainder of the term. At any time thereafter, Lessor may terminate this lease by a declaration to that effect.

**SIGNAGE:** All Lessee's signage is subject to Lessor's written approval, which shall not be unreasonably withheld. Prior to installation or modification of any and all signage, Lessee shall submit all sign graphics and specifications to Lessor for Lessor's approval. Lessee shall maintain all approved signage in good condition and repair at all times. Lessee, in addition to obtaining Lessor's approval, shall insure that all signage conforms to all applicable governmental ordinances and regulations relating to signage. If Lessee chooses to remove Lessor's interior and/or exterior signage/logos for "Modern Medical" said signage/logos shall be returned to Lessor.

**HAZARDOUS MATERIAL:** Lessor confirms that Lessor has no knowledge of any hazardous materials on the site of the Leased Premises or in the construction of the Leased Premises.

**COMMISSIONS:** Lessor shall pay any real estate commissions associated with this Lease, any extension of this Lease, and/or any sale of the Leased Premises to Lessee. Lessor agrees to indemnify and save, protect and keep harmless the Lessee from any and all costs, losses, damages, liability and expenses whatsoever associated with any real estate commission or asserted by any individual in connection with this Lease, any extension of this Lease, and/or any sale of the Leased Premises to Lessee.

**QUIET ENJOYMENT:** Lessor agrees that if Lessee shall pay the rent herein reserved and shall perform and observe all the covenants and conditions of this Lease or any extension thereof, Lessee shall have the peaceable and quiet enjoyment and possession of the premises without hindrance by Lessor, except for matters herein specifically provided.

**SURRENDER:** When the tenancy herein created terminates, Lessee agrees to surrender the premises to Lessor in the same or better condition than existed when Lessee entered possession, wear and tear excepted. Lessee also agrees to forward all keys for the premises to Lessor.

**ASSIGNMENT/SUBLET:** Lessee shall not sublet or assign this Lease without

Lessor's prior written consent, which consent shall not be unreasonably withheld. The assignee/sublessee shall agree in writing to keep and perform all of the obligations of Lessee arising under the Lease. Such assignment or sublease shall not relieve Lessee from Lessee's liability and obligation under this Lease.

**ACCESS TO PREMISES:** During the last six (6) months of the term or at any time that said lease is being terminated for any reason, the Lessor or its agents may have free access to the premises at all reasonable times for the purpose of exhibiting the premises. Lessor shall provide Lessee with at least twenty-four (24) hours' notice prior to such exhibition.

Sixty (60) days prior to the termination of the lease term, Lessor may exhibit a sign in window for re-renting purposes.

**HOLDING OVER:** Any holding over by the Lessee or any assignee or sublessee beyond the expiration of the specified term shall give rise to tenancy from month-to-month. Rent for any holdover period shall be 125% of the rent due for the last month of the expired term.

**NON-WAIVER:** Any payment of rent and receipt by Lessor shall only be construed as being on account of the earliest stipulated unpaid rent irrespective of endorsements or statements on or accompanying the same. The waiver of any covenant or condition or the acquiesced breach thereof shall not be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of the same or of any other covenant or condition hereof. The acceptance of rent by the Lessor at any time when the Lessee is in default under any covenant or condition hereof shall not be construed as a waiver of such default.

**NOTICES:** Whenever notice, consent or a demand is required or desired to be given, the same shall be given in writing, sent by registered or certified mail (return receipt requested) addressed to the other party at the address first hereinabove specified or at such other address as may be specified from time to time in writing and mailed in like manner by either party to the other.

**ESTOPPEL CERTIFICATES:** Lessee shall, within ten (10) days after delivery of the Premises to Lessee and after the written request of Lessor, execute, acknowledge and deliver to Lessor or to Lessor's mortgagee, proposed mortgagee, land lessor or any part thereof or interest therein, any estoppel certificates requested by Lessor from time to time, which estoppel certificates shall show whether the Lease is in full force and effect and whether any changes may have been made to the original Lease; whether the Term of the Lease has commenced and full rental is accruing; whether there are any defaults by Lessor and, if so, the nature of such defaults; whether possession has assumed and all improvements to be provided by Lessor have been completed; and whether Rent has been paid more than thirty (30) days in advance; that there are no liens, charges or offsets against rental due or to become due; that the address shown on such estoppel certificate is accurate; and such other matters pertaining to the status of this Lease as Lessor may reasonably request.

**BINDING EFFECT:** This lease and all rights hereunder shall inure to the benefit of and be binding upon their heirs, legal representatives, successors and assigns.

**ENTIRE AGREEMENT:** This lease, exhibits and riders, if any, attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the premises. No subsequent alteration, amendment, change or addition to the lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

IN TESTIMONY WHEREOF, the parties have executed the foregoing Lease on the date specified above.

LESSOR:

LESSEE:

MCTR PROPERTIES, LTD.

OLENTANGY LOCAL SCHOOLS

By: \_\_\_\_\_  
\_\_\_\_\_, Member

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, in and for said County, personally appeared the above-named Lessor, MCTR PROPERTIES, LTD., an Ohio LLC, by \_\_\_\_\_, Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Westerville, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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



STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, in and for said County, personally appeared the above-named Lessee, OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by \_\_\_\_\_ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Westerville, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**SECTION 5705.412**  
**CERTIFICATE OF ADEQUATE REVENUES**  
**Qualifying Contract**

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio (the "Lessee"), hereby certify, based on current estimates of Lessee revenue and expense made in conformity with regulations of the Auditor of State and the Ohio Department of Education, that with respect to the attached Lease Agreement, dated March \_\_, 2017 between MCTR Properties, LTD. and the Lessee:

The Lessee has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the Lessee at the time of this certification, are sufficient to provide the operating revenues necessary to enable the Lessee to maintain all personnel and programs for all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for each succeeding fiscal year covered by the contract.

IN WITNESS WHEREOF, we have hereunto set our hands on March \_\_, 2017.

OLENTANGY LOCAL SCHOOL DISTRICT  
DELAWARE AND FRANKLIN COUNTIES, OHIO

By: \_\_\_\_\_

Title: President, Board of Education

By: \_\_\_\_\_

Title: Superintendent

By: \_\_\_\_\_

Title: Treasurer

REGULAR MEETING

February 14 17

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Administrative Office by R. Bartz, president at 6:00 p.m.

Mrs. Hatfield was unable to attend due to a family emergency. Mrs. Griffith presided.

Pledge of Allegiance

Approve The Agenda was approved as presented for the February 14, 2017 Business meeting.  
Agenda

17-117 Vote: J. Feasel, yes; D. King, yes; K. O’Brien, yes; M. Patrick, yes; R. Bartz, yes  
Motion carried.

Presentation:

- A. AP Honor Roll Presentation – **Mark Yoho**, Associate Director K12, Ohio  
Midwestern Regional Office, The College Board
- B. Fine Arts Presentation – **Anthony Elkins**, Elementary Curriculum; **Vince Detillio**,  
Secondary Curriculum; Berkshire Middle School 8<sup>th</sup> Grade Choir – **Jessica  
Kelley**, Instructor
- C. State of the Schools – **Mark Raiff**

Board President’s Report

Superintendent’s Report

Treasurer’s Report

Public Participation for General Comments – None

Discussion Items

- A. Second reading of board policy updates – **Jack Fette**
- B. District Calendar 2018-19 – **Randy Wright**

Public Participation regarding action items - None

Board J. Feasel moved, M. Patrick seconded to approve the board policy updates.  
Action  
Items Vote: J. Feasel, yes; M. Patrick, yes; D. King, yes; K. O’Brien, yes; R. Bartz, yes.  
17-118 Motion carried.

Treas. M. Patrick moved, K. O’Brien seconded to approve the following Treasurer’s Action  
Action Item:  
Item  
17-119 A. Approve minutes of the January 12, 2017 Board meeting  
  
Vote: M. Patrick, yes; K. O’Brien, yes; J. Feasel, yes; D. King, yes; R. Bartz, yes.  
Motion carried.

Supt. D. King moved, M. Patrick seconded to approve the following Superintendent Action  
Action Items:

17-120 A. Specific Human Resource Items – Certified Staff

- 1. Approve certified position(s) paid through memorandum billing:

Employee Name	Position/Location	Total	Salary	
		Hours	Per Hour	Total
Title I Family Night (03/14/2017)				
Pulfer Michelle L.	Instructor, AES	2.00	\$ 25.00	\$ 50.00
Walsh Cara V.	Instructor, AES	2.00	\$ 25.00	\$ 50.00
Wolf Christine M.	Instructor, AES	2.00	\$ 25.00	\$ 50.00

REGULAR MEETING

February 14

17

2. Approve supplemental employment for the 2016-17 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

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Building Department Chairs</b>					
Language Arts Department Chair OSMS	Biggam, Valerie N.	1/2 of 7	1	\$ 1,084.50	All Year
<b>Europe Trip</b>					
Europe Trip Chaperone - Volunteer OOHS	Barkhurst, Brian M.	N/A	N/A	\$ -	All Year
Europe Trip Chaperone - Volunteer OOHS	Rock, Andrew J.	N/A	N/A	\$ -	All Year
Europe Trip Chaperone - Volunteer OOHS	Timmons, Jessica P.	N/A	N/A	\$ -	All Year
<b>Junior Ohio Model United Nations</b>					
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Demana, Michael A.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Marconi, Kristin E.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Naylor, Christine M.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Shoaf, Shane A.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Snivley, Christine M.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Vargo, Susan C.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Williams, Christina M.	N/A	N/A	\$ -	All Year
<b>Baseball</b>					
8th Grade Baseball Coach OBMS	Schroeder, Wesley D.	6	4	\$ 3,155.00	Spring
8th Grade Baseball Coach OOMS	Porterfield, David A.	6	5	\$ 3,352.00	Spring
<b>Lacrosse</b>					
Girls Head Lacrosse Coach OOHS	Noone, Megan J.	2	3	\$ 5,324.00	Spring
Girls Asst Lacrosse Coach OOHS	Boyle, Jessica L.	4	3	\$ 3,746.00	Spring
Girls Head Lacrosse Coach OBMS	Moss, Jacob A.	6	9	\$ 4,141.00	Spring
Girls Asst Lacrosse Coach OBMS	Barnes, Megan A.	7	2	\$ 2,366.00	Spring
<b>Softball</b>					
JV Softball Coach OLHS	Glover, Shayla S.	4	4	\$ 3,943.00	Spring
Asst Softball Coach OOHS	Baker, Todd W.	1/2 of 4	10	\$ 2,563.00	Spring
8th Grade Softball Coach OBMS	Adams, Tracie N.	6	5	\$ 3,352.00	Spring
<b>Tennis</b>					
Boys Head Tennis Coach OOHS	Rutherford, Matthew C.	4	10	\$ 5,126.00	Spring
Boys Asst Tennis Coach OOHS	Dible, Justin T.	5	7	\$ 4,141.00	Spring
Tennis - Volunteer OOHS	Savinell, James K.	N/A	N/A	\$ -	Spring
<b>Track</b>					
Girls Head Track Coach OLHS	Dingus, James R.	2	6	\$ 5,915.00	Spring
Girls Asst Track Coach OLHS	Johansen, Anders R.	4	4	\$ 3,943.00	Spring
Girls Asst Track Coach OLHS	Rubesich, Nikolas R.	4	5	\$ 4,141.00	Spring
Girls Asst Track Coach OLHS	Scherner, Jonathan D.	4	5	\$ 4,141.00	Spring
Boys Head Track Coach OOHS	Schroeder, Stephen Z.	1/4 of 2	2	\$ 1,281.50	Spring
Girls Head Track Coach OOHS	Schroeder, Stephen Z.	1/4 of 2	2	\$ 1,281.50	Spring
Boys Asst Track Coach OOHS	Dills, Scott R.	4	6	\$ 4,338.00	Spring
Boys Asst Track Coach OOHS	Pierce, Tyler J.	4	3	\$ 3,746.00	Spring
Girls Asst Track Coach OOHS	Cable, Kelly A.	4	10	\$ 5,126.00	Spring
Girls Asst Track Coach OOHS	Calland, Laura C.	1/2 of 4	4	\$ 1,971.50	Spring
Girls Asst Track Coach OOHS	O'Neill, Shawn P.	4	4	\$ 3,943.00	Spring
Boys Head Track Coach OBMS	Tressel, Mark D.	6	4	\$ 3,155.00	Spring
Girls Head Track Coach OBMS	Murphy, Spencer M.	6	1	\$ 2,563.00	Spring

3. Approve pupil activity supervisor employment for the 2016-17 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

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Europe Trip</b>					
Europe Trip Volunteer - Chaperone OLHS	Martin, Alexander C.	N/A	N/A	\$ -	All Year
<b>Junior Ohio Model United Nations</b>					
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Allen, R. Sean	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Byas, Angela M.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Felderean, Simona L.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Rudawsky, Amy E.	N/A	N/A	\$ -	All Year
Junior Ohio Model United Nations Volunteer - Chaperone OOMS	Stiteler, Kristyne E.	N/A	N/A	\$ -	All Year
<b>Baseball</b>					
Freshman Baseball Coach OHS	Nourse, Kevin S.	4	9	\$ 4,929.00	Spring
Baseball - Volunteer OLHS	Matthaes, Matthew	N/A	N/A	\$ -	Spring
7th Grade Baseball Coach OSMS	LaFlamme, Michael A.	6	0	\$ 2,366.00	Spring
<b>Faculty Manager</b>					
Faculty Manager OBMS	Carpenter, Alan N.	6	3	\$ 2,958.00	Spring
<b>Lacrosse</b>					
Boys Asst Lacrosse Coach OHS	Barboza, Patrick E.	4	0	\$ 3,155.00	Spring
Boys Asst Lacrosse Coach OLHS	Baluch, Joshua P.	4	6	\$ 4,338.00	Spring

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Supplemental Area (Cont.)	Coach / Advisor	Group	Step	Amount	Season
Boys Asst Lacrosse Coach OLHS	Howenstine, John E.	4	2	\$ 3,549.00	Spring
Boys Asst Lacrosse Coach OLHS	Hughes, Mitchell S.	4	2	\$ 3,549.00	Spring
Boys Asst Lacrosse Coach OLHS	Sharp, Joshua D.	3/4 of 4	4	\$ 2,957.25	Spring
Boys Asst Lacrosse Coach OLHS	Simonetti, Steven J.	4	2	\$ 3,549.00	Spring
Boys Asst Lacrosse Coach OOHS	Sharick, Nicholas K.	4	0	\$ 3,155.00	Spring
Lacrosse - Volunteer OOHS	Button, Thomas J.	N/A	N/A	\$ -	Spring
Lacrosse - Volunteer OOHS	Tomechak, Michael D.	N/A	N/A	\$ -	Spring
Girls Head Lacrosse Coach OLMS	Poss, Keith T.	6	0	\$ 2,366.00	Spring
Girls Asst Lacrosse Coach OLMS	Belt, Bryan	7	0	\$ 1,972.00	Spring
Boys Asst Lacrosse Coach OOMS	Chapman, Holden P.	7	0	\$ 1,972.00	Spring
Boys Head Lacrosse Coach OSMS	Webb, Kevin L.	6	3	\$ 2,958.00	Spring
<b>Softball</b>					
Asst Softball Coach OOHS	Opalich, Allison E.	1/2 of 4	0	\$ 1,577.50	Spring
Softball - Volunteer OOHS	Clarkson, Thomas A.	N/A	N/A	\$ -	Spring
7th Grade Softball Coach OBMS	Vanest, Courtney	6	0	\$ 2,366.00	Spring
8th Grade Softball Coach OLMS	Wisecarver, Dana L.	6	10	\$ 4,338.00	Spring
7th Grade Softball Coach OLMS	Thompson, Angela L.	6	10	\$ 4,338.00	Spring
<b>Track</b>					
Boys Asst Track Coach OHS	Seagraves, Phillip M.	1/2 of 4	0	\$ 1,577.50	Spring
Girls Asst Track Coach OHS	Mathy, Joseph A.	4	10	\$ 5,126.00	Spring
Boys Asst Track Coach OOHS	Alasti, Karim	4	10	\$ 5,126.00	Spring
Girls Asst Track Coach OOHS	Kotarba, Rae M.	1/2 of 4	3	\$ 1,873.00	Spring
Track - Volunteer OOHS	Beaumier, Craig N.	N/A	N/A	\$ -	Spring
Track - Volunteer OOHS	Dalzell, Grady	N/A	N/A	\$ -	Spring
Track - Volunteer OOHS	Swisher, Chase M.	N/A	N/A	\$ -	Spring
Boys Asst Track Coach OBMS	Kellett, David L.	7	10	\$ 3,943.00	Spring
Boys Head Track Coach OLMS	First, Glenn T.	6	1	\$ 2,563.00	Spring
Girls Head Track Coach OLMS	Stevning, Erin K.	6	1	\$ 2,563.00	Spring

4. Approve certified unpaid leave of absence:  
*Dutcher, Shauna M.*, Cheshire Elementary School, Kindergarten (0.50 FTE), effective for the 2017-18 school year
5. Accept, with regret, the following certified resignation:  
*Hughes, Jessica A.*, Shanahan Middle School, Grade 8, effective at the end of the 2016-17 school year
6. Accept the following supplemental resignations:  
*Picetti, Michael A.*, Olentangy High School, Spring, Boys Co-Assistant Track Coach  
*Ross, Chelsea R.*, Shanahan Middle School, All Year (2<sup>nd</sup> Semester), Co-Language Arts Department Chair

B. Specific Human Resource Items - Classified Staff

1. Approve classified employment for the 2016-17 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:  
*Arlinghaus, Nicholas P.*, Glen Oak Elementary School, Custodian  
*DeRosa, Stephanie K.*, Arrowhead Elementary School, Custodian  
*Robinson, Cindy S.*, Treasury, Treasurer Associate  
*Roush, Nathan A.*, Tyler Run Elementary School, Custodian
2. Approve classified substitute workers for the 2016-17 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:  
Giesige, Robert G. Morrison-Williams, Melanie L.  
Henry, Robert C. Polk, Rosanna C.  
Henson, Debra A. Reynolds, Andrew L.  
Jacobs, Theodore J. Siddiqui, Zahra  
Metcalf, Alice J. Stewart, Tiffany  
Miguel, Antonio C. Ward V, William
3. Accept, with regret, the following classified resignation:  
*Bricker, Paulette M.*, Scioto Ridge Elementary School, Food Service Worker, effective January 16, 2017  
*May, Suzanne M.*, Cheshire Elementary School, Playground/Cafeteria Aide, effective February 10, 2017

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4. Accept, with regret, for the purpose of retirement, the following classified resignation:  
*Lewis, Ellis M.*, Technology, Technology Specialist, effective May 1, 2017 (revised date – previously approved for April 30, 2017

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

*Olentangy High School:* Bender, Bryanna Michelle  
Brown, Liam Shannon McNamara  
*Orange High School:* Wilson, Jared David

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

Beginning Date	Return Date	Days Missed	Category/Event	Location	Transportation	# of Stud.	Est Cost To Dist.
<b>OLHS</b> 2/23/2017	2/25/2017	2	Ohio High School State Swim Meet	Canton, OH	Vans	10	\$0
<b>All HS</b> 3/29/2017	4/1/2017	2	Buckeye Regional Robotics Event	Cleveland, OH	Charter	50	\$0
<b>OBMS</b> 10/30/2017	11/3/2017	5	8th Grade Washington DC Trip	Washington, DC	Charter	280	\$0

E. Approve establishment of student organizations

*Liberty in North Korea* – Liberty High School  
*Cookies and Kindness* – Olentangy High School

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

Adjourn 17-121 M. Patrick moved, D. King seconded that the regular meeting of the Olentangy Local School District Board of Education be adjourned at 6:48 p.m.

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

Roger Bartz, President

Melissa Griffith, Assistant Treasurer

REGULAR MEETING

February 23

17

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Administrative Office by R. Bartz, president at 6:00 p.m.

Pledge of Allegiance

Approve J. Feasel moved, M. Patrick seconded to approve the agenda for the February 23,  
Agenda 2017 Board of Education Meeting  
17-122

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

Presentation:

- A. Liberty High School DECA – Mike Rees, Advisor  
Students: Shivani Subbaraja, Kenna Worcester, Kaitlyn Fullenkamp, Madhav Oza, Andrew Slawson, Raaga Daburri
- B. School Safety Update – Jennifer Iceman, Assistant Director of Human Resources; Jeff Podracky, Armada

Board President's Report

Superintendent's Report

Treasurer's Report

Public Participation for General Comments – None

Discussion Items

- A. Facility Capacity Options – Sharon Jurawitz

Public Participation regarding action items - None

Treas. J. Feasel moved, M. Patrick seconded to approve the following Treasurer's Action  
Action Item:  
Item A. Approve financials for January 2017

17-123

- B. Approve minutes of the January 26, 2017 Board meeting
- C. Approve Amended FY17 Appropriations at the Fund Level
- D. Approve Amounts and Rates as certified by the Delaware County Auditor

E. Approve donations to the district

- 1) 13 Elmo Lx-1 Document Cameras - \$6,474  
Smart Board - \$1,410  
From: Arrowhead Elementary PTO on behalf of the Robert F. Beard Charitable Foundation  
To: Arrowhead Elementary School
- 2) 30 Chromebooks @ \$238 each - \$7,140  
10 Tech Tubs @ \$175 each - \$1,750.00  
From: Glen Oak PTO  
To: Glen Oak Elementary School
- 3) 10 Dell Chromebook II @ \$2,380.00, with accessories @ \$58.56  
2 Vizio 70" TVs @ \$2,139.98, with wall mount racks @ \$208.72  
5 Apple iPad Air 2 @ \$2,619.95, cases and adapters \$230.44  
Total donation: \$7,637.65  
From: Berkshire Middle School PTO  
To: Berkshire Middle School
- 4) 7 Professional Photography Backdrops @ \$800  
From: Lorinda and David Quesenberry  
To: Orange High School Photography
- 5) \$15,706.11 for Lacrosse Supplementals  
From: Liberty Lax Boosters  
To: Olentangy Local School District

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

REGULAR MEETING

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

17-124A. Specific Human Resource Items – Certified Staff

1. Approve Cultural and Religious Diversity professional development:  
*Frase, Keith E.*, Olentangy High School, Instructor at \$800

2. Approve certified position(s) paid through memorandum billing:

Employee Name	Position/Location	Total	Salary	
		Hours	Per Hour	Total
<b>Home Instruction</b>				
Timple Jacqueline E.	Instructor, OA	10.75	\$ 25.00	\$ 268.75
Simpson Ingrid A.	Instructor, OOHS	21.00	\$ 25.00	\$ 525.00
Boone Catherine E.	Instructor, OHMS	7.50	\$ 25.00	\$ 187.50
McClaskey Diane E.	Instructor, OOMS	7.50	\$ 25.00	\$ 187.50

3. Approve supplemental employment for the 2016-17 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

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Baseball</b>					
Head Baseball Coach OLHS	Brenning, Ty R.	2	9	\$ 6,507.00	Spring
<b>Drama</b>					
Drama Technical Director OOHS	Edgar, R. Scott	9	0	\$ 1,183.00	Spring
<b>Lacrosse</b>					
Boys Asst Lacrosse Coach OHMS	Buckerfield, Brian W.	7	4	\$ 2,760.00	Spring
Girls Asst Lacrosse Coach OHMS	Mellen, Justin M.	7	3	\$ 2,563.00	Spring
<b>Softball</b>					
JV Softball Coach OLHS	Gnagy, Greta K.	4	10	\$ 5,126.00	Spring
Boys Asst Track Coach OLHS	Mills, Jared G.	4	10	\$ 5,126.00	Spring
Boys Head Track Coach OHMS	Holt, Roscoe L.	6	10	\$ 4,338.00	Spring
Boys Asst Track Coach OHMS	Polhemus, Eric J.	7	4	\$ 2,760.00	Spring
Girls Head Track Coach OHMS	Juravich, Jonathan D.	6	8	\$ 3,943.00	Spring
Girls Asst Track Coach OHMS	Uhle, Katherine M.	7	0	\$ 1,972.00	Spring
Girls Asst Track Coach OLMS	Fitzgerald, Colleen A.	7	0	\$ 1,972.00	Spring
<b>Volleyball</b>					
Boys Head Volleyball Coach OLHS	Hale, David G.	2	10	\$ 6,704.00	Spring
Boys Asst Volleyball Coach OLHS	Halls, Allyson L.	4	5	\$ 4,141.00	Spring

4. Approve pupil activity supervisor employment for the 2016-17 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

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
<b>Europe Trip</b>					
Europe Trip Volunteer - Chaperone OLHS	Cartwright, Susan E.	N/A	N/A	\$ -	All Year
<b>Performing Arts</b>					
Performing Arts Volunteer - Chaperone OOHS	Hogue, Scott W.	N/A	N/A	\$ -	All Year
<b>Baseball</b>					
Baseball - Volunteer OLHS	Smith, Conner	N/A	N/A	\$ -	Spring
Baseball - Volunteer OHMS	Brown, Jason	N/A	N/A	\$ -	Spring
7th Grade Baseball Coach OOMS	Ortman, Jeremy D.	6	0	\$ 2,366.00	Spring
<b>Lacrosse</b>					
Girls Head Lacrosse Coach OLHS	Stines, Nicole E.	2	2	\$ 5,126.00	Spring
Boys Asst Lacrosse Coach OOHS	Secrist, Michael N.	4	0	\$ 3,155.00	Spring
Boys Head Lacrosse Coach OHMS	McDermott, Kevin	6	2	\$ 2,760.00	Spring
Girls Head Lacrosse Coach OHMS	Alexander, Christa M.	6	1	\$ 2,563.00	Spring
<b>Softball</b>					
Head Softball Coach OLHS	Lee, Robert A.	2	10	\$ 6,704.00	Spring
8th Grade Softball Coach OHMS	Hatfield, Amanda M.	6	1	\$ 2,563.00	Spring
<b>Track</b>					
Boys Asst Track Coach OLHS	Hicks, Austin D.	4	0	\$ 3,155.00	Spring
Boys Asst Track Coach OLHS	Rohda, Deryll L.	4	10	\$ 5,126.00	Spring
Girls Asst Track Coach OBMS	Sieradzki, Allie M.	7	0	\$ 1,972.00	Spring
<b>Volleyball</b>					
Boys Asst Volleyball Coach OLHS	Fogg, Katherine L.	4	10	\$ 5,126.00	Spring
<b>Weight Training Coordinator</b>					
Weight Training Coordinator OHS	Collins, Douglas A.	8	0	\$ 1,577.00	Spring

B. Specific Human Resource Items - Classified Staff

1. Approve classified employment for the 2016-17 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:

*Ramsier, Kristan M.*, Johnnycake Corners Elementary School, Clinic Aide  
*Walters, Christina*, Cheshire Elementary School, Playground/Cafeteria Aide



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2. Approve classified substitute workers for the 2016-17 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:
- |                             |                           |
|-----------------------------|---------------------------|
| <i>Copeland, Loretta J.</i> | <i>Murray, Annette B.</i> |
| <i>Crouse, Katlyn N.</i>    | <i>Samu, Janelle C.</i>   |
| <i>Miller, Adam T.</i>      | <i>Svensson, Erica F.</i> |

3. Accept, with regret, the following classified resignation:
- Crawford, Beverly A.*, Orange High School, Intervention Aide, effective February 9, 2017
- Scanlon, Lisa A.*, Wyandot Run Elementary School, Intervention Aide, effective February 21, 2017
4. Accept, with regret, for the purpose of retirement, the following classified resignation:
- Hall, Angela L.*, Transportation, Driver, effective February 28, 2017

- C. Approve seniors for graduation, pending certification of completion of all district, state, and local requirements:
- |                            |                         |
|----------------------------|-------------------------|
| <i>Orange High School:</i> | Garcia, Eric Bradley    |
|                            | Groesser, Jacob Claudio |

- D. Approve purchase of 2017 Ford 150 Transit Wagons from Germain Ford of Columbus in the amount of \$82,481

- E. Approve purchase of maintenance vehicles from Germain Ford of Columbus in the amount of \$148,557

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

Adjourn 17-125 M. Patrick moved, K. O’Brien seconded that the regular meeting of the Olentangy Local School District Board of Education be adjourned at 7:33 p.m.

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

\_\_\_\_\_  
Roger Bartz, President

\_\_\_\_\_  
Emily Hatfield, Treasurer

**Appropriations Adjustments**

Fund	3.16.17 Adjustments	Explanation:
007 - Special Trust	\$ 770.00	Employee Benefits/Staff Donations
009 - Uniform School Supplies	\$ 3,825.00	Student Fees
018 - Public School Support	\$ 38,033.99	Fundraisers/Donations
200 - Student Activity	\$ 2,781.86	New Activities/Fundraisers
300 - Athletics	\$ 5,000.00	Athletic Events/Equipment
401 - Auxiliary Services	\$ 175,605.14	Additional ODE Allocation
590 - Title II-A	<u>\$ (20,140.75)</u>	Additional ODE Allocation
	\$ 205,875.24	

Donations for March 16, 2017 Meeting

- 1) **\$1,000 toward Diversity Conference costs**  
From: Olentangy Heritage PTO  
To: Olentangy Local Schools, Diversity
  
- 2) **\$3,575.00 - Field Trips**  
**\$68.33 Landscaping and Planters**  
**\$13,000.00 - 46 Chromebooks and 5 ipads**  
**Total: \$16,643.33**  
From: Olentangy Heritage PTO  
To: Heritage Elementary School
  
- 3) **\$1,821.22 for Softball Supplemental**  
From: Liberty Athletic Boosters  
To: Olentangy Local School District
  
- 4) **\$7,284.90 for Lacrosse Coaches**  
From: Olentangy Athletic Boosters  
To: Olentangy Local School District

**CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING**  
**SUMMER ENRICHMENT EXPERIENCE 2017**  
**2016-17 School Year**

*Recommended for Board of Education Approval on March 16, 2017*

Last Name	First Name	MI	Position	Session	Salary
Knapp	Theresa	R.	American Sign Language (Grades 3-5)	Sessions 1 and 2	\$ 2,400.00
Stoll	Philip	A.	Animation (Grades 4-8)	Sessions 1 and 2	\$ 2,400.00
Shoaf	Shane	A.	Coding (Grades 1-3)	Sessions 1 and 2	\$ 2,400.00
Longley	Matthew	W.	Coding (Grades 4-5)	Sessions 1 and 2	\$ 2,400.00
Stevens	Kristopher	C.	Coding (Grades 6-8)	Sessions 1 and 2	\$ 2,400.00
Kamer	Cheryl	L.	Cooking (Grades 4-6)	Session 1	\$ 1,200.00
Ortega	Joseph	V.	Cooking (Grades 4-6)	Session 2	\$ 1,200.00
Hoehn	Amanda	N.	Creative Writing (Grades 3-5)	Session 1	\$ 1,200.00
Fisher	Susan	G.	Creative Writing (Grades 3-5)	Session 2	\$ 1,200.00
Lewis	Victoria	K.	Creative Writing (Grades 6-8)	Sessions 1 and 2	\$ 2,400.00
Sheehan	Barbara	A.	Cursive (Grades 3-5)	Session 1	\$ 1,200.00
Stull	Ryan	E.	Cursive (Grades 3-5)	Session 2	\$ 1,200.00
Sievert-Wagner	Amy	L.	Debate (Grades 4-5)	Sessions 1 and 2	\$ 2,400.00
Henkle	Emma	J.	Debate (Grades 6-8)	Sessions 1 and 2	\$ 2,400.00
Minneci	Katherine	M.	Drama/Performing Arts (Grades 1-3)	Session 1	\$ 1,200.00
Lambert	Monica	M.	Drama/Performing Arts (Grades 1-3)	Session 2	\$ 1,200.00
Garcia	Renee	N.	Drama/Performing Arts (Grade 4-5)	Sessions 1 and 2	\$ 2,400.00
Cherubino	Joseph	A.	Drama/Performing Arts (Grades 6-8)	Sessions 1 and 2	\$ 2,400.00
Bickley	James	H.	Game Strategy (Grades 2-7)	Sessions 1 and 2	\$ 2,400.00
Arie	Diana	C.	Healthy Living (Grades 3-5)	Sessions 1 and 2	\$ 2,400.00
Morgan	Kathy	A.	Healthy Living (Grades 6-8)	Session 1	\$ 1,200.00
Imbrogno	Jason	M.	Nature Survival (Grades 3-5)	Session 1	\$ 1,200.00
Martin	Joshua	C.	OLSD Ninja (Grades 3-4)	Session 1	\$ 1,200.00
Martin	Joshua	C.	OLSD Ninja (Grades 5-6)	Session 2	\$ 1,200.00
Pickett	Jenna	M.	Visual Arts (Grades 1-3)	Sessions 1 and 2	\$ 2,400.00
Heckelman	Nadene	L.	Visual Arts (Grades 4-6)	Session 2	\$ 1,200.00
Kikta	Kathleen	M.	Visual Arts (Grades 4-6)	Session 1	\$ 1,200.00
Rodriguez	Tammy	E.	Webpage Design (Grades 5-8)	Sessions 1 and 2	\$ 2,400.00

**CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING**  
**2016-17 School Year**  
*Recommended for Board of Education Approval on March 16, 2017*

Employee Name			Position	Hours	Salary	
Last Name	First Name	MI			Per Hour	Total
Foundations - Teachers Teaching Teachers						
Jehnzen	Jennifer	A.	Instructor, OMES	10.00	\$ 25.00	\$ 250.00
Home Instruction						
Alejandro	Elizabeth	A.	Instructor, OLHS	19.00	\$ 25.00	\$ 475.00
Baehr	Lisa	E.	Instructor, OLHS	7.50	\$ 25.00	\$ 187.50
Lindow	Brian	C.	Instructor, OLHS	15.00	\$ 25.00	\$ 375.00
Playko	Shan-ni	K.	Instructor, OBMS	30.00	\$ 25.00	\$ 750.00
Boone	Catherine	E.	Instructor, OHMS	13.50	\$ 25.00	\$ 337.50
McClaskey	Diane	E.	Instructor, OOMS	7.50	\$ 25.00	\$ 187.50
Lecklider	Lauren	E.	Instructor, OSMS	24.00	\$ 25.00	\$ 600.00

**SUPPLEMENTAL CONTRACTS**

**2016-17 School Year**

*Recommended for Board of Education Approval on March 16, 2017*

Supplemental Area	Location	Coach / Advisor	Contract			
			Group	Step	Amount	Season
<b>Europe Trip</b>						
Europe Trip Volunteer - Chaperone	OLHS	d'Amato, Dora E.	N/A	N/A	\$ -	All Year
Europe Trip Volunteer - Chaperone	OLHS	d'Amato, Roland B.	N/A	N/A	\$ -	All Year
Europe Trip Volunteer - Chaperone	OLHS	Martin, Jill R.	N/A	N/A	\$ -	All Year
<b>Softball</b>						
Softball Volunteer - Chaperone	OLHS	Robek, Mandy	N/A	N/A	\$ -	All Year
<b>Baseball</b>						
Asst Baseball Coach	OLHS	Cimaglia III, Michael R.	3/4 of 4	4	\$ 2,957.25	Spring
Asst Baseball Coach	OLHS	Michael, Zachary A.	3/4 of 4	1	\$ 2,514.00	Spring
Asst Baseball Coach	OLHS	Waterwash, Thomas A.	1/2 of 4	3	\$ 1,873.00	Spring
7th Grade Baseball Coach	OLMS	Emery, Erin E.	6	0	\$ 2,366.00	Spring
Baseball - Volunteer	OBMS	Little, Tyler D.	N/A	N/A	\$ -	Spring
Baseball - Volunteer	OBMS	Niley, Brad M.	N/A	N/A	\$ -	Spring
<b>Faculty Manager</b>						
Faculty Manager	OHMS	Fritch, Bruce A.	1/2 of 6	4	\$ 1,577.50	Spring
Faculty Manager	OLMS	Adams, Jason N.	1/2 of 6	10	\$ 2,169.00	Spring
<b>Lacrosse</b>						
Boys Asst Lacrosse Coach	OSMS	Minardi, Peter G.	7	4	\$ 2,760.00	Spring
<b>Softball</b>						
Asst Softball Coach	OLHS	Muntean, Nicole V.	1/2 of 4	0	\$ 1,577.50	Spring
Softball - Volunteer	OLMS	Music, Jennifer L.	N/A	N/A	\$ -	Spring
7th Grade Softball Coach	OOMS	Baker, Todd W.	6	10	\$ 4,338.00	Spring
<b>Track</b>						
Head Boys Track Coach	OLHS	Cikach, Nathaniel S.	2	10	\$ 6,704.00	Spring
<b>Weight Training Coordinator</b>						
Weight Training Coordinator	OLHS	Mohr, Drew K.	1/2 of 8	8	\$ 1,183.00	Spring

PUPIL ACTIVITY SUPERVISOR CONTRACTS

2016-17 School Year

Recommended for Board of Education Approval on March 16, 2017

Supplemental Area	Location	Coach / Advisor	Contract			
			Group	Step	Amount	Season
<b>Europe Trip</b>						
Europe Trip Volunteer - Chaperone	OLHS	Kready, Beverly L.	N/A	N/A	\$ -	All Year
<b>Performing Arts</b>						
Performing Arts Volunteer - Chaperone	OHS	O'Barr, Connie A.	N/A	N/A	\$ -	All Year
<b>Softball</b>						
Softball Volunteer - Chaperone	OLHS	Wilhelm, Margaret E.	N/A	N/A	\$ -	All Year
<b>Baseball</b>						
Asst Baseball Coach	OLHS	Brenning, Robert L.	4	10	\$ 5,126.00	Spring
Asst Baseball Coach	OLHS	Onate, James A.	4	3	\$ 3,746.00	Spring
Baseball - Volunteer	OLHS	Yazrombek, Andrew J.	N/A	N/A	\$ -	Spring
Baseball - Volunteer	OBMS	Vaughan, Robert F.	N/A	N/A	\$ -	Spring
8th Grade Baseball Coach	OHMS	Brown, David E.	6	7	\$ 3,746.00	Spring
7th Grade Baseball Coach	OHMS	Walton, Thomas M.	6	0	\$ 2,366.00	Spring
8th Grade Baseball Coach	OLMS	Spiert, Michael P.	6	0	\$ 2,366.00	Spring
Baseball - Volunteer	OOMS	Martin, Michael L.	N/A	N/A	\$ -	Spring
8th Grade Baseball Coach	OSMS	Kamalsky, Matthew J.	6	1	\$ 2,563.00	Spring
8th Grade Baseball Coach	OSMS	Offenbacher, Brian	N/A	N/A	\$ -	Spring
<b>Drama</b>						
Drama Instrumental Director	OOHS	Flaglor, Kenneth C.	10	10	\$ 1,183.00	Spring
<b>Faculty Manager</b>						
Faculty Manager	OLHS	Gies, Alexander J.	1/2 of 6	0	\$ 1,183.00	Spring
Faculty Manager	OLHS	LaFlamme, Michael A.	1/2 of 6	0	\$ 1,183.00	Spring
Faculty Manager	OHMS	Burgan, Donna A.	1/2 of 6	4	\$ 1,577.50	Spring
Faculty Manager	OLMS	Shiner, Sally J.	1/2 of 6	0	\$ 1,183.00	Spring
<b>Lacrosse</b>						
Boys Asst Lacrosse Coach	OHS	Demidovich, Nicholas J.	4	0	\$ 3,155.00	Spring
Lacrosse - Volunteer	OHS	Dull, Kenley A.	N/A	N/A	\$ -	Spring
Boys Asst Lacrosse Coach	OLHS	Finnegan Jr., Raymond T.	4	7	\$ 4,535.00	Spring
Girls Asst Lacrosse Coach	OLHS	Kottenstette, Christina L.	4	2	\$ 3,549.00	Spring
Girls JV Lacrosse Coach	OLHS	Mason, Lauren D.	4	0	\$ 3,155.00	Spring
Boys Asst Lacrosse Coach	OOHS	Schultz, Stefan J.	4	0	\$ 3,155.00	Spring
Lacrosse - Volunteer	OOHS	Bishop, Michael A.	N/A	N/A	\$ -	Spring
Lacrosse - Volunteer	OOHS	Martin, Robert M.	N/A	N/A	\$ -	Spring
Boys Head Lacrosse Coach	OBMS	Barrow, Dustin M.	6	3	\$ 2,958.00	Spring
Boys Asst Lacrosse Coach	OHMS	Masters, Mason B.	7	1	\$ 2,169.00	Spring
Boys Head Lacrosse Coach	OLMS	Braman, Zachary P.	6	4	\$ 3,155.00	Spring
Boys Asst Lacrosse Coach	OLMS	Evans, William S.	7	0	\$ 1,972.00	Spring
Boys Asst Lacrosse Coach	OLMS	King, Austin P.	7	0	\$ 1,972.00	Spring
Lacrosse - Volunteer	OLMS	Imbrogno, Christopher M.	N/A	N/A	\$ -	Spring
Lacrosse - Volunteer	OOMS	Reese, Jarrad W.	N/A	N/A	\$ -	Spring
Girls Head Lacrosse Coach	OSMS	Toland, Jessyca N.	6	1	\$ 2,563.00	Spring
Girls Asst Lacrosse Coach	OSMS	Henry, Robert C.	7	1	\$ 2,169.00	Spring
<b>Softball</b>						
Asst Softball Coach	OLHS	DeAngelis, Cari L.	4	5	\$ 4,141.00	Spring
Asst Softball Coach	OOHS	Opalich, Allison E.	4	0	\$ 3,155.00	Spring
Softball - Volunteer	OHMS	Fox, Jason	N/A	N/A	\$ -	Spring
Softball - Volunteer	OSMS	Bigham, Daniel J.	N/A	N/A	\$ -	Spring
<b>Tennis</b>						
Boys Asst Tennis Coach	OLHS	Lalonde, Christopher J.	5	1	\$ 2,958.00	Spring
<b>Track</b>						
Track - Volunteer	OLHS	Cubberly, Matthew D.	N/A	N/A	\$ -	Spring
Boys Asst Track Coach	OLMS	Webster, Chad M.	7	0	\$ 1,972.00	Spring
<b>Volleyball</b>						
Boys Volleyball - Volunteer	OHMS/OLMS	Kready, Brandon W.	N/A	N/A	\$ -	Spring

**CLASSIFIED SUBSTITUTES**

**2016-17 School Year**

*Recommended for Board of Education Approval on March 16, 2017*

Biswa, Bhim	Leonetti, Julie A.
Bodnar, Michelle M.	Mahajan, Punam
Boetcher, Arika S.	Neuman, Lee Anne
Carson, Mary C.	Pollitt-Gore, Jamie N.
Choudhary, Priyanka	Porter, Jennifer J.
Fouss, Erica	Rittenhouse, Christine Z.
Guastella, Charlotte C.	Robison, Marcy A.
Knapp, Michael A.	Schultz, Melody S.
Kearn, Melinda C.	Traudt, Mary
Kern Kildow, Sarah	Wong, Jill A.
Kindell, Elizabeth R.	



## Bid Tabulation

2/22/2017

\* Low Bid

Project Name: 2017 District Asphalt  
Improvements-  
Olentangy Local School District

Date: February 22, 2017 Time: 11:00 a.m. local time

Contractors	B & C Blacktop	Heiberger Paving	Dura-Seal	Chemcote	Neff Paving	
Base Bid	\$654,525	\$629,446	\$549,337	\$680,050.00	\$732,000.00	
Bid Signed	yes	yes	yes	yes	yes	
Bid Guaranty	yes	yes	yes	yes	yes	
Alternate #1 (OCES Entrance and Parking Lot)	\$55,345	\$56,122	\$52,680	\$56,391.00	\$82,500.00	
Alternate #2 (OHS North Farms Walk Path)	\$14,449	\$8,434	\$8,480	\$13,928.00	\$15,400.00	
Alternate #3 (SMS North Farms Walk Path)	\$6,330	\$4,800	\$5,000	\$9,370.00	\$7,500.00	
Alternate #4 (WRES Front Loop)	\$35,949	\$34,490	\$37,550	\$38,876.00	\$52,000.00	
Alternate #5- (ACES Entry Roadway & Front Loop)	\$27,989	\$27,494	\$31,000	\$33,412.00	\$45,000.00	
Alternate #6 (ACES South Parking Lot)	\$41,599	\$40,684	\$39,690	\$41,615.00	\$63,000.00	
Alternate #7 (CES Connector Roadway)	\$21,435	\$13,888	\$16,780	\$20,020.00	\$17,200.00	
Alternate #8 (OHS 667' walk path)	\$31,030	\$21,598	\$22,410	\$32,186.00	\$40,000.00	
Total	\$888,651	\$836,956	\$762,927	\$925,848.00	\$1,054,600.00	

Scope of Work Selected by OLSD 2/22/2017	
Base Bid	\$549,337
Alternate 1	\$52,680
Alternate 2	\$8,480
Alternate 3	\$5,000
Alternate 4	\$37,550
Alternate 5	\$31,000
Alternate 6	\$39,690
Alternate 7	\$16,780
Alternate 8	\$22,410

Paving Project Totals \$762,927



## DELAWARE COUNTY REGIONAL SEWER DISTRICT

MICHAEL A. FROMMER, P.E., EXECUTIVE DIRECTOR  
TIFFANY M. MAAG, P.E., DEPUTY DIRECTOR

March 3, 2017

Olentangy Local School District  
Attn: Jeff Gordon  
814 Shanahan Road, Suite 100  
Lewis Center, Ohio 43035

Re: **Tap Fee for Account Number C160011**  
Olentangy Fourth High School  
Berlin Station Road (Address TBD)  
Delaware, Ohio 43015  
Parcels #41824001068000, #41824001069000, #41824001070000

Dear Mr. Gordon:

The Delaware County Regional Sewer District has received your letter from February 9, 2017 regarding the connection fee and surcharge costs for the Olentangy Fourth High School. In response to your request for reimbursement consideration for a portion of the cost of installing the public sanitary line from the Glen Meade subdivision to the southern border of the Fourth High School property, we have reviewed the information and agree that a cost consideration is warranted. In reviewing the information provided, it is our understanding that the Olentangy Fourth High School will have a maximum capacity of 1,800 students; whereas the other 3 existing high schools have maximum capacities of 1,600 students. The 3 existing high schools are located in heavily populated and already developed areas and are therefore already at maximum capacity. Being further north in the District, it is unlikely that the Fourth High School will reach maximum capacity in the next 10 – 20 years. Additionally, the Fourth High School is being constructed and subsequent re-districting efforts will equalize the student count at each school. Therefore, we propose to revise the equivalent residential unit (ERU) count by the following calculation:

Fourth H.S. ERU Count = 1,600 students x 6.85 gpd/student / 290 gpd/ERU = **37.79 ERU's**

This revision in the ERU count will require a subsequent revision to the Subdivider's Agreement as well. The Subdivider's Agreement must be executed by the School District before being approved by the County Commissioners. The revised ERU count will also lower the user fee for the Fourth High School.

On March 1, 2017 new connection fees and surcharges went into effect per Commissioner's Resolution. In the Cheshire Tributary Area, the new connection fee is \$6,400 and the new surcharge is \$2,250 per ERU. Therefore the total connection fee for Olentangy Fourth High School at the revised calculation of 37.79 ERU's is **\$326,883.50**.

The previous correspondence regarding the capacity fee and inspection fee will remain the same and can be paid to this office before the building is connected into the sewer system. Once the fees are paid, an appointment can be scheduled with our office for an inspector to be onsite the day of the connection. **Please provide a copy of this letter with your payment.** The user fee has also been revised to reflect the new ERU count, and until 2/1/2018 will be \$3,627.84 per quarter. After 2/1/2018, the user fee will be \$3,741.21 per quarter. The first bill will be prorated starting the day after the connection is made.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Maag". The signature is written in a cursive, flowing style.

Tiffany Maag, PE  
Deputy Director

cc: Michael Frommer,  
Commercial Tap Fee File  
Project File, Correspondence File

**AMENDMENT NO. 1 TO OWNER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

This AMENDMENT NO. 1 to the Original Agreement, approved on September 15, 2016, by Resolution No. 16-957, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **OLENTANGY LOCAL SCHOOL DISTRICT**, hereinafter called "Owner", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and shall amend by substitution, replace, and supersede the Original Agreement.

**RECITALS**

WHEREAS, the Original Agreement approved capacity for 42.52 single family residential equivalent connections for the Olentangy Local School District Fourth High School which was based on a student count of 1,800, and,

WHEREAS, the Sanitary Engineer recommends amending the Original Agreement to reflect a revised student count equivalent to the other three Olentangy Local School District High Schools (1,600 students), and,

WHEREAS, the Sanitary Engineer recommends amending the Original Agreement to reflect the resulting capacity of 37.79 single family residential connections for the Olentangy Local School District Fourth High School,

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Amendment, the OWNER and the COUNTY mutually agree to the following:

**SECTION I: INTRODUCTION**

This Agreement is entered into by and between **OLENTANGY LOCAL SCHOOL DISTRICT**, hereinafter called "Owner", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** Subdivision Plat or Sewer Easement(s) Recorded on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Owner is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL**, dated **7/19/2016**, and approved by the County on **8/18/2016**, all of which are a part of this Agreement. The Owner shall pay the entire cost and expense of the Improvements.

## **SECTION II: CAPACITY**

There are **37.79** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sewer Easement(s) is recorded. If the final Subdivision Plat or Sewer Easement(s) is not recorded prior to expiration of the reservation deadline as set forth herein, the Owner agrees and acknowledges that capacity shall not be guaranteed.

## **SECTION III: FEES**

It is further agreed that upon execution of this Agreement, the Owner shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL (\$5287.00)**. The Owner shall also deposit with the Delaware County Sanitary Engineer the sum of **\$12084.56** estimated to be necessary to pay the cost of inspection for the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Owner and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Owner shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Owner less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Owner shall pay the cost of any third party inspection services for the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** as required by the County.

## **SECTION IV: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Owner shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Owner, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Owner, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Owner shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Owner when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Owner must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Owner shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Owner shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Owner shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Owner shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Owner shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Owner and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

## **SECTION V: EASEMENTS**

The Owner shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Owner. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

## **SECTION VI: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Owner shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Owner shall indemnify and hold harmless

the County from expenses or claims for labor or materials incident to the construction of the Improvements.

- (5) Documentation showing the required sanitary easements.

Should the Owner become unable to carry out the provisions of this Agreement, the Owner's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Owner, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.



**SECTION VII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Owner or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

OWNER:

BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jeff Benton, President of the Board  
Pursuant to Resolution No. 11-137 and  
Resolution No. 17-\_\_\_\_\_

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Prosecuting Attorney