

# FACILITIES COMMITTEE ENROLLMENT REPORT

OCTOBER 8, 2020



**OLENTANGY SCHOOLS<sup>SM</sup>**  
*Flourish Here.*



## Projected vs. Actual Enrollment

	2020-21 Projected	2020-21 Actual	Difference	% Difference
<b>Pre-K Total</b>	<b>456</b>	<b>301</b>	(155)	-33.99%
K	1,471	1,363	(108)	-7.34%
1	1,735	1,619	(116)	-6.69%
2	1,667	1,619	(48)	-2.88%
3	1,686	1,652	(34)	-2.02%
4	1,730	1,716	(14)	-0.81%
5	1,684	1,693	9	0.53%
<b>K-5 Total</b>	<b>9,973</b>	<b>9,662</b>	(311)	-3.12%
6	1,684	1,668	(16)	-0.95%
7	1,735	1,728	(7)	-0.40%
8	1,684	1,683	(1)	-0.06%
<b>6-8 Total</b>	<b>5,103</b>	<b>5,079</b>	(24)	-0.47%
9	1,768	1,770	2	0.11%
10	1,805	1,790	(15)	-0.83%
11	1,807	1,782	(25)	-1.38%
12	1,715	1,687	(28)	-1.63%
Ungraded	20	27	7	35.00%
<b>9-12 Total</b>	<b>7,115</b>	<b>7,056</b>	(59)	-0.83%
<b>K-12 Total</b>	<b>22,191</b>	<b>21,797</b>	(394)	-1.78%
<b>PK-12 Total</b>	<b>22,647</b>	<b>22,098</b>	(549)	-2.42%



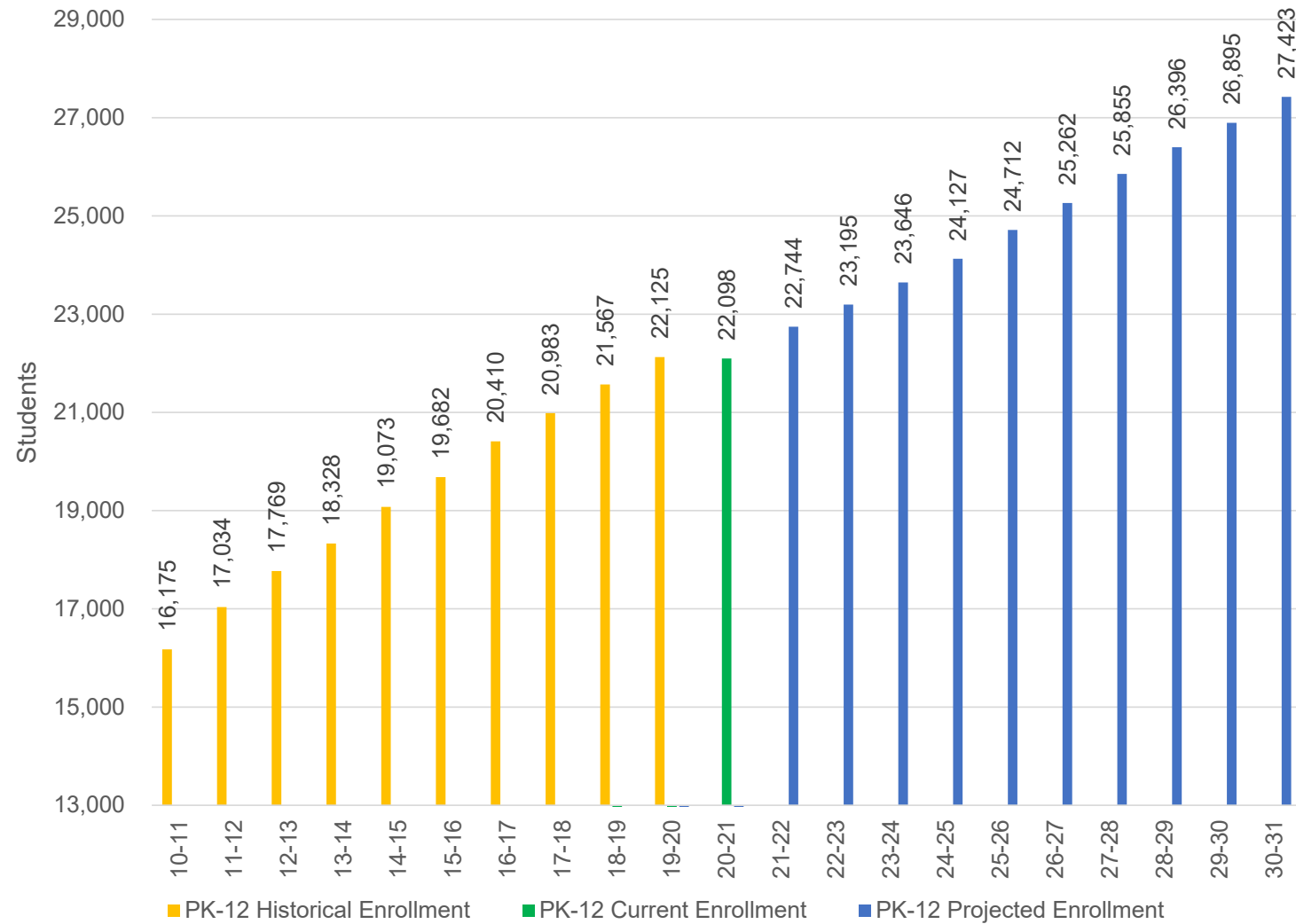
## Projected Enrollment

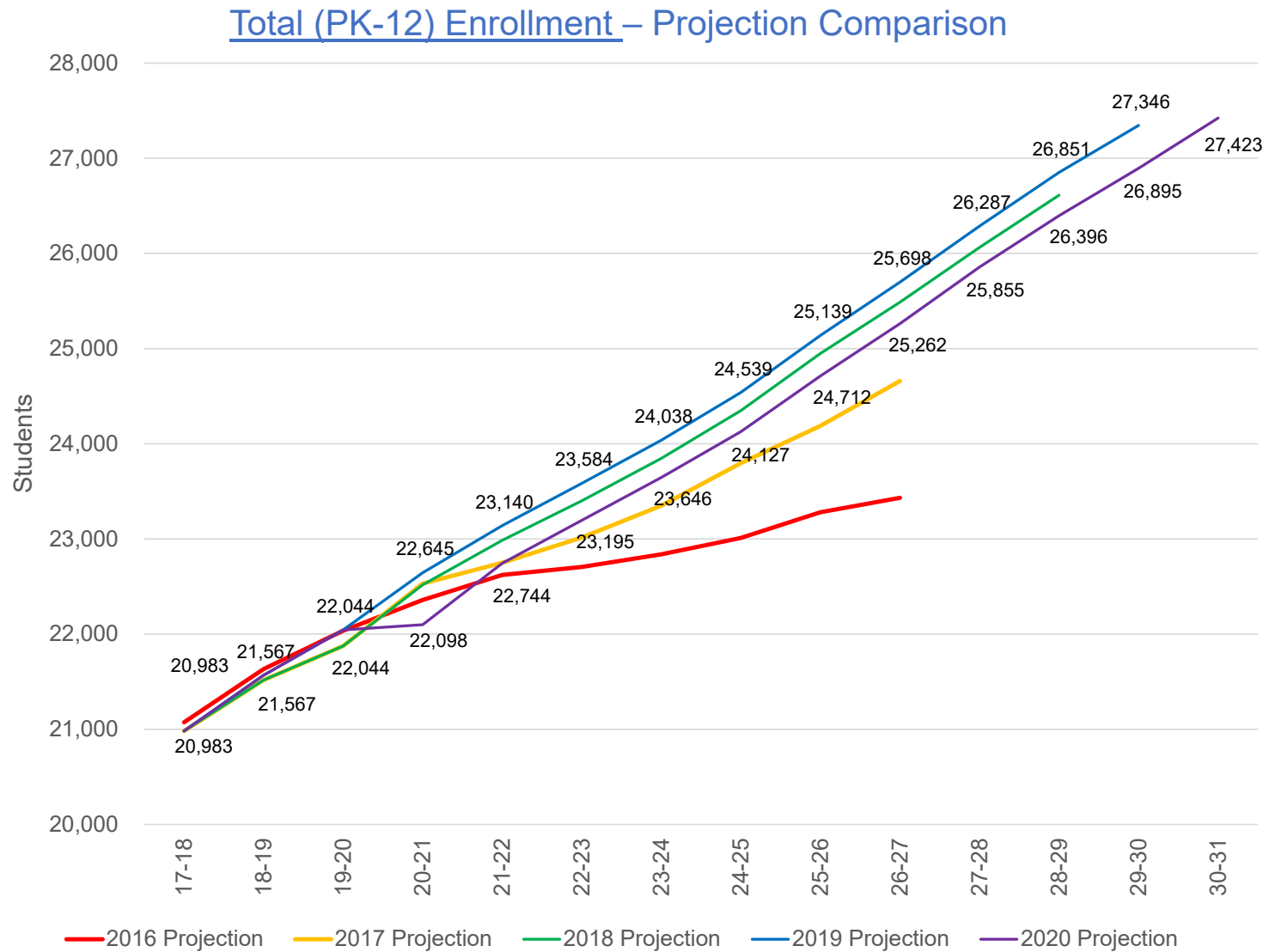
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
<b>Pre-K Total</b>	<b>301</b>	<b>467</b>	<b>476</b>	<b>486</b>	<b>495</b>	<b>500</b>	<b>506</b>	<b>511</b>	<b>517</b>	<b>522</b>	<b>528</b>
K	1,363	1,507	1,537	1,566	1,596	1,613	1,631	1,649	1,666	1,684	1,702
1	1,619	1,584	1,751	1,786	1,820	1,854	1,875	1,895	1,916	1,936	1,957
2	1,619	1,679	1,642	1,816	1,852	1,887	1,923	1,944	1,965	1,987	2,008
3	1,652	1,680	1,742	1,704	1,884	1,921	1,958	1,995	2,017	2,039	2,061
4	1,716	1,715	1,744	1,809	1,769	1,956	1,995	2,033	2,071	2,094	2,117
5	1,693	1,757	1,756	1,786	1,852	1,811	2,003	2,043	2,082	2,121	2,144
<b>K-5 Total</b>	<b>9,662</b>	<b>9,922</b>	<b>10,173</b>	<b>10,466</b>	<b>10,773</b>	<b>11,044</b>	<b>11,384</b>	<b>11,558</b>	<b>11,717</b>	<b>11,861</b>	<b>11,989</b>
6	1,668	1,745	1,811	1,810	1,840	1,908	1,867	2,064	2,105	2,145	2,186
7	1,728	1,718	1,797	1,865	1,865	1,896	1,966	1,923	2,127	2,168	2,210
8	1,683	1,748	1,738	1,818	1,887	1,886	1,918	1,989	1,945	2,152	2,194
<b>6-8 Total</b>	<b>5,079</b>	<b>5,211</b>	<b>5,346</b>	<b>5,494</b>	<b>5,592</b>	<b>5,691</b>	<b>5,751</b>	<b>5,976</b>	<b>6,177</b>	<b>6,465</b>	<b>6,589</b>
9	1,770	1,701	1,767	1,757	1,838	1,907	1,906	1,938	2,010	1,966	2,174
10	1,790	1,805	1,735	1,802	1,792	1,874	1,945	1,945	1,977	2,050	2,005
11	1,782	1,826	1,842	1,770	1,838	1,828	1,912	1,985	1,984	2,017	2,091
12	1,687	1,785	1,829	1,845	1,773	1,841	1,831	1,915	1,988	1,987	2,020
Ungraded	27	27	27	27	27	27	27	27	27	27	27
<b>9-12 Total</b>	<b>7,056</b>	<b>7,144</b>	<b>7,199</b>	<b>7,200</b>	<b>7,267</b>	<b>7,478</b>	<b>7,622</b>	<b>7,809</b>	<b>7,985</b>	<b>8,047</b>	<b>8,318</b>
<b>K-12 Total</b>	<b>21,797</b>	<b>22,277</b>	<b>22,718</b>	<b>23,160</b>	<b>23,632</b>	<b>24,212</b>	<b>24,757</b>	<b>25,344</b>	<b>25,879</b>	<b>26,373</b>	<b>26,896</b>
<b>PK-12 Total</b>	<b>22,098</b>	<b>22,744</b>	<b>23,195</b>	<b>23,646</b>	<b>24,127</b>	<b>24,712</b>	<b>25,262</b>	<b>25,855</b>	<b>26,396</b>	<b>26,895</b>	<b>27,423</b>



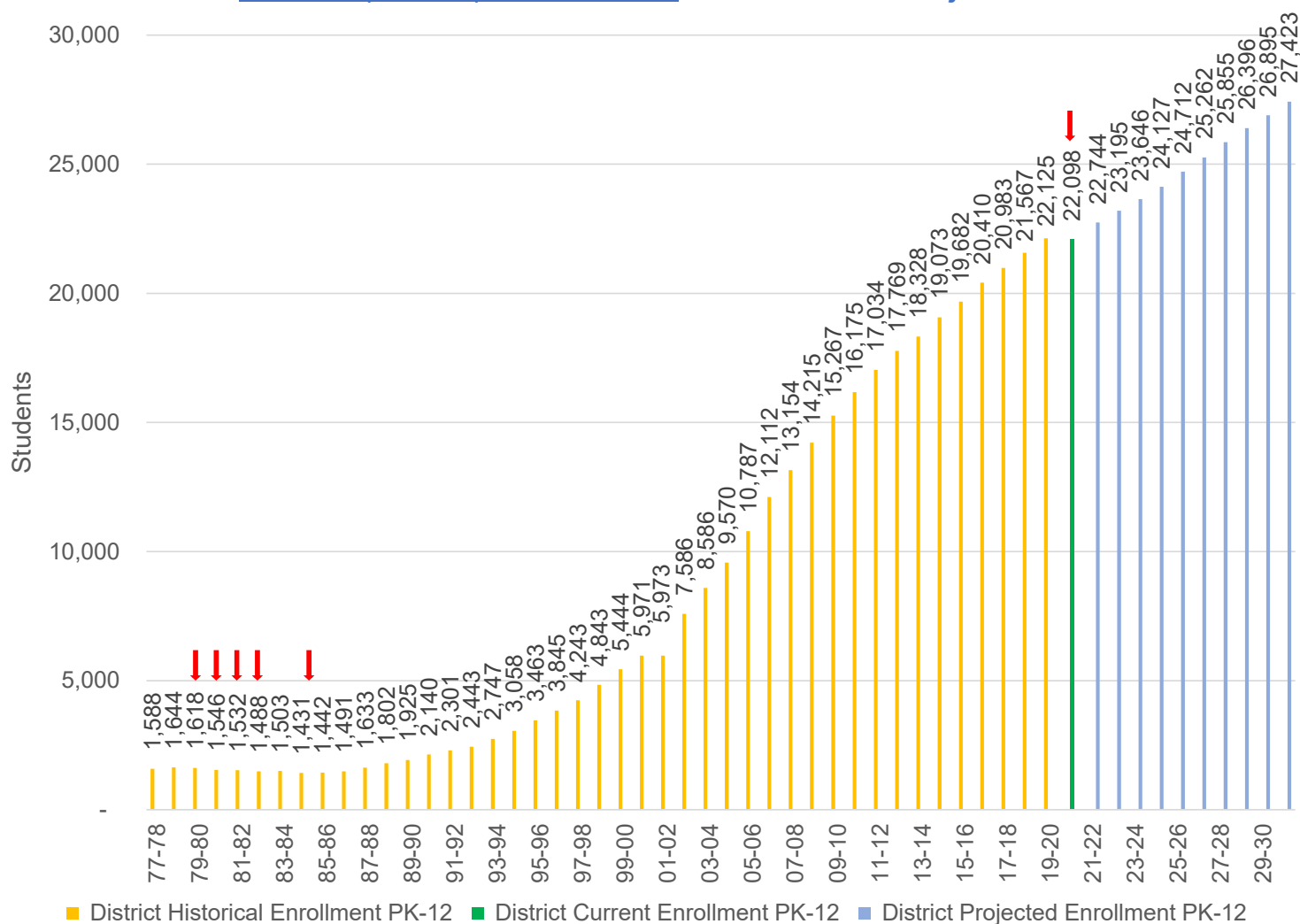


## Total (PK-12) Enrollment - Historical & Projections



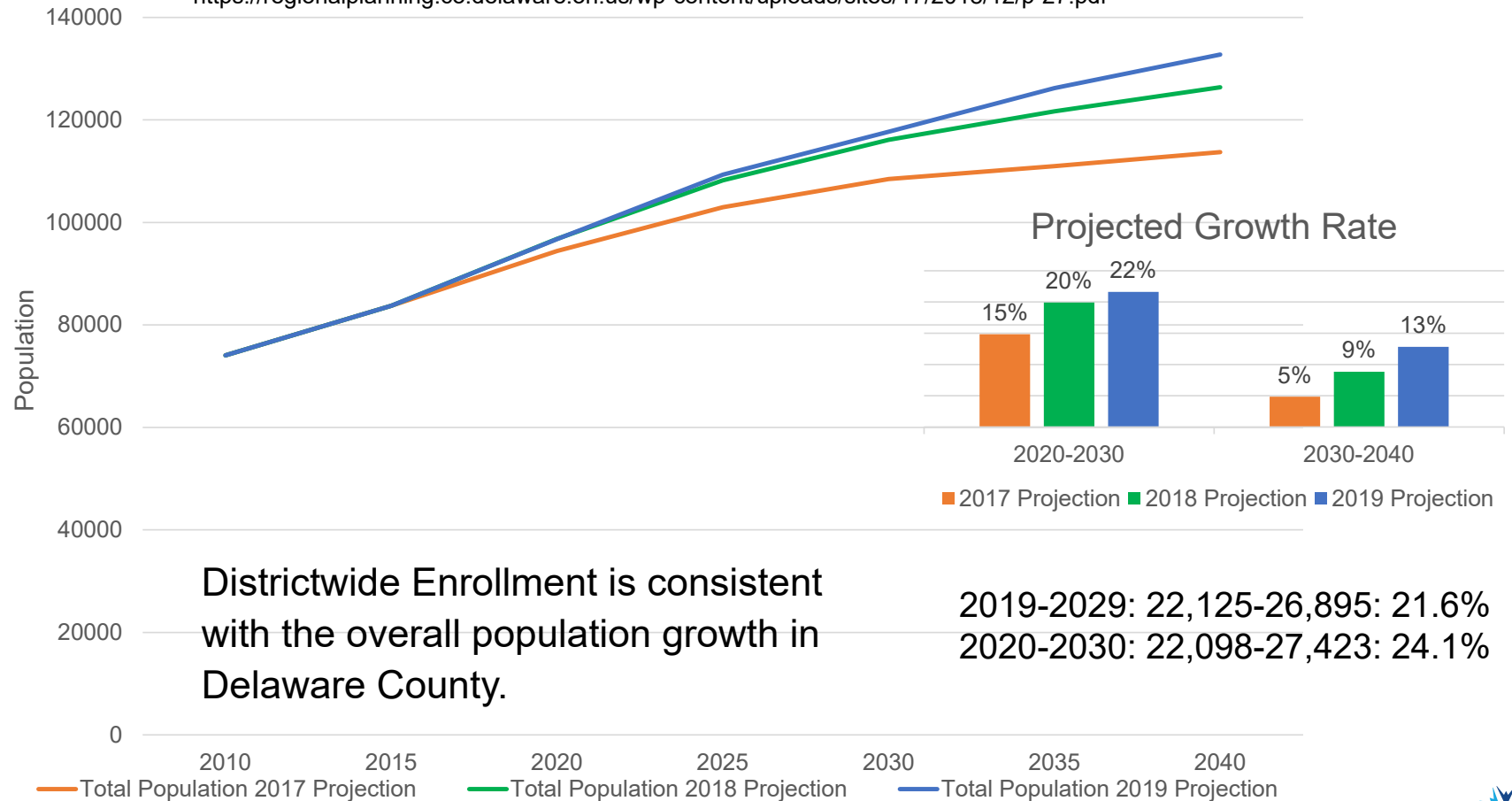


## District (PK-12) Enrollment - Historical & Projections

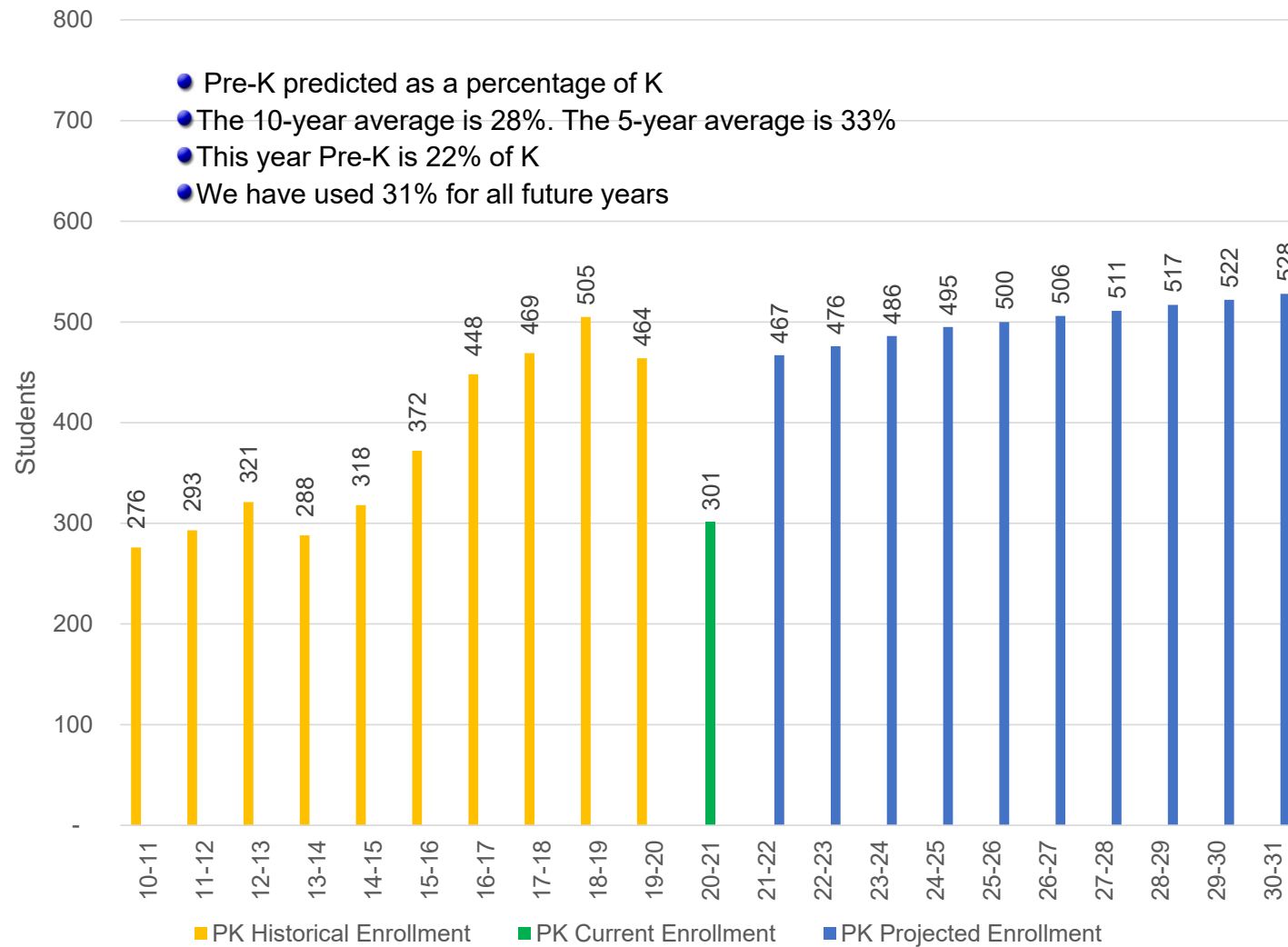


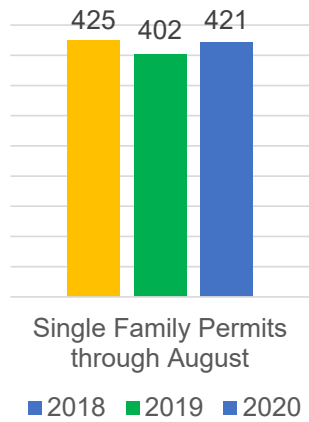
## Olentangy Population Projections per Delaware County Regional Planning Commission

<https://regionalplanning.co.delaware.oh.us/wp-content/uploads/sites/17/2018/12/p-27.pdf>



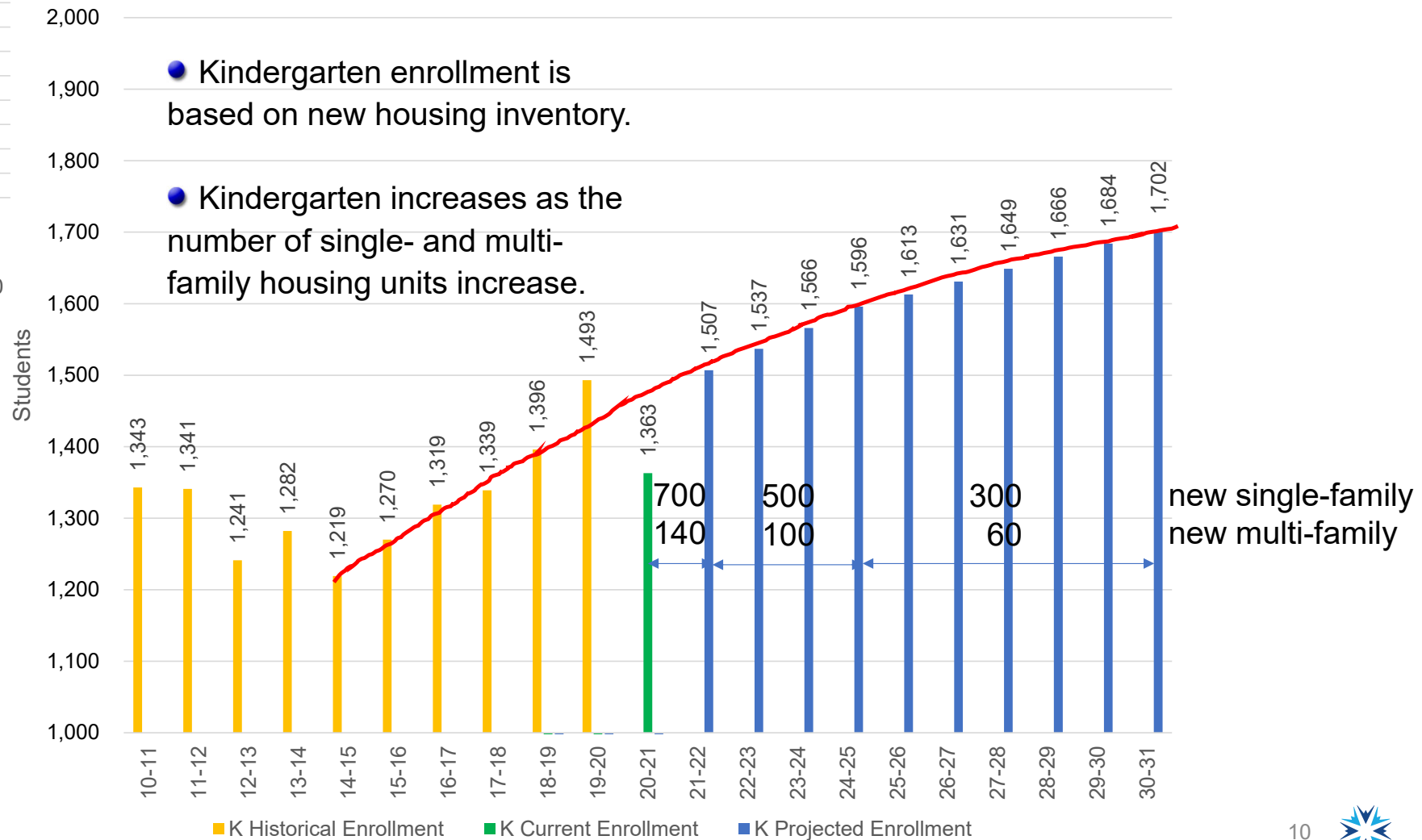
## PK Enrollment - Historical & Projections



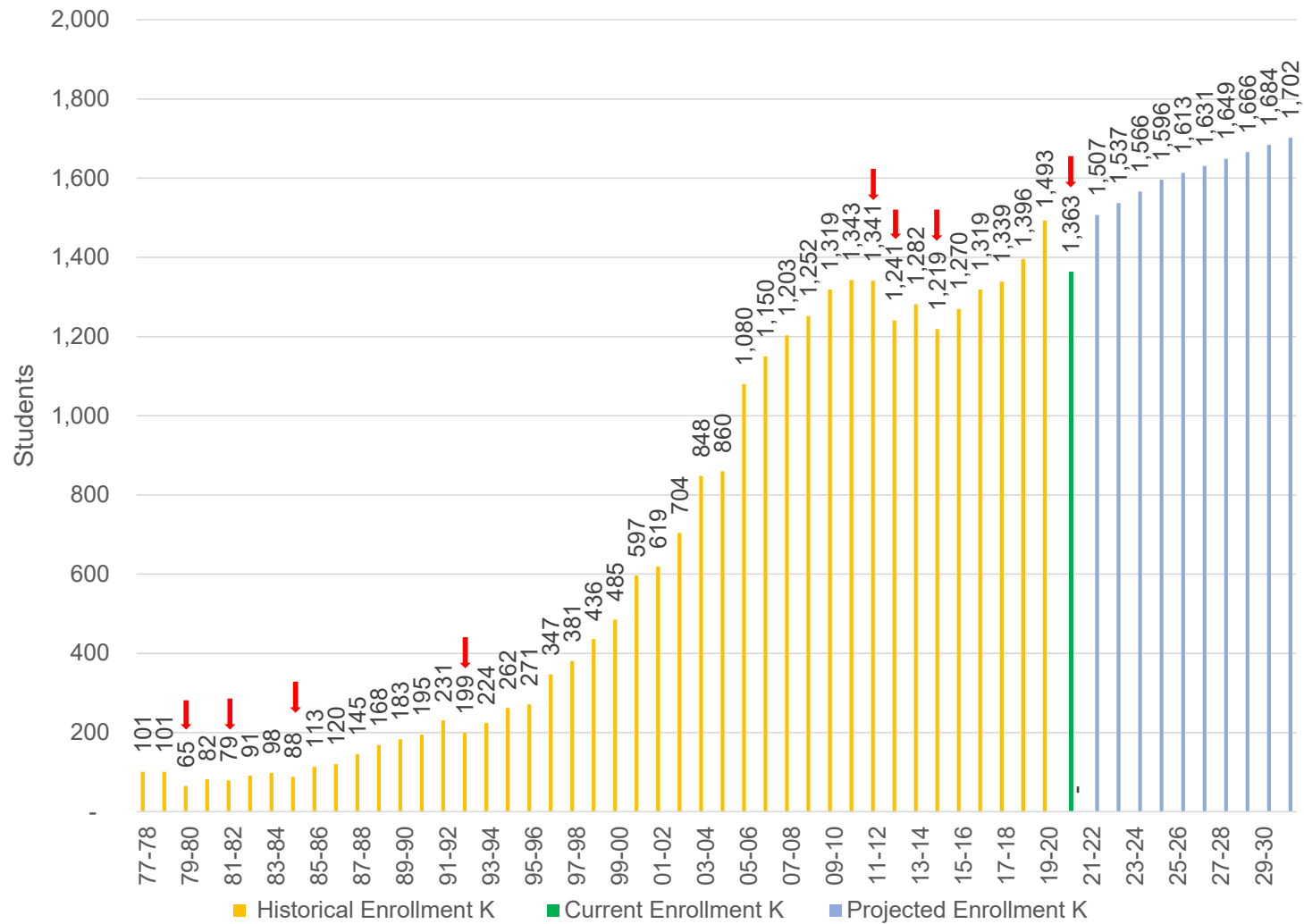


<https://regionalplanning.co.delaware.oh.us/data/development/>

## K only Enrollment - Historical & Projections



## District K only Enrollment - Historical & Projections



## Grade Advancement - Growth Factor

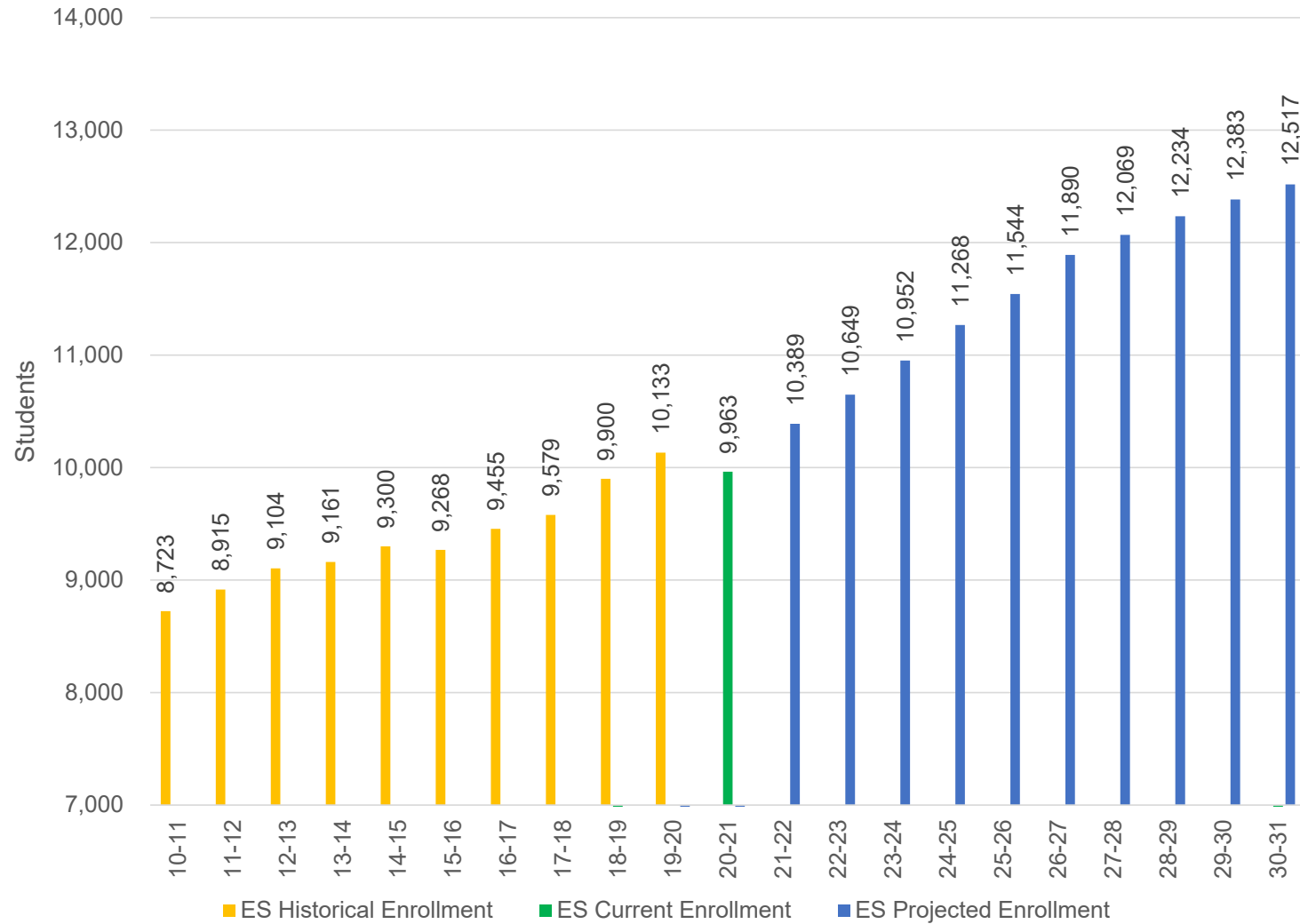
from	to	K->1	1->2	2->3	3->4	4->5	5->6	6->7	7->8	8->9	9->10	10->11	11->12	average 1-12
03-04	04-05	113.56%	105.21%	105.38%	108.12%	108.22%	107.79%	106.22%	105.10%	108.26%	103.74%	102.49%	101.28%	105.62%
04-05	05-06	117.56%	106.23%	107.60%	108.34%	105.16%	107.47%	103.61%	105.44%	104.39%	104.31%	103.11%	104.46%	105.47%
05-06	06-07	114.54%	107.52%	104.50%	108.67%	106.55%	105.13%	104.48%	104.36%	107.80%	105.22%	101.75%	99.52%	105.05%
06-07	07-08	114.78%	102.67%	103.31%	103.46%	101.67%	102.27%	104.25%	102.14%	101.19%	100.86%	100.41%	100.16%	102.04%
07-08	08-09	109.56%	101.06%	103.94%	104.10%	105.61%	102.81%	103.90%	101.12%	104.64%	101.77%	102.07%	98.90%	102.72%
08-09	09-10	113.49%	102.35%	101.65%	103.18%	99.83%	103.08%	102.36%	101.73%	103.02%	100.42%	100.93%	99.88%	101.68%
09-10	10-11	112.81%	102.67%	102.15%	103.17%	101.25%	104.28%	99.92%	100.46%	104.09%	101.86%	101.68%	100.46%	102.00%
10-11	11-12	109.98%	100.74%	101.85%	102.32%	100.64%	102.61%	103.37%	102.33%	102.29%	99.90%	102.59%	100.62%	101.75%
11-12	12-13	112.08%	102.91%	104.00%	101.55%	102.84%	102.27%	100.92%	101.99%	103.33%	100.81%	99.71%	99.81%	101.83%
12-13	13-14	113.13%	100.86%	102.76%	101.60%	100.99%	103.17%	101.81%	100.49%	102.73%	99.76%	99.20%	100.77%	101.29%
13-14	14-15	116.38%	101.85%	104.95%	102.30%	104.29%	103.02%	102.87%	100.89%	101.74%	99.92%	100.32%	100.09%	102.02%
14-15	15-16	116.74%	102.01%	101.33%	99.69%	103.00%	101.57%	101.08%	101.62%	102.70%	100.21%	100.08%	98.98%	101.12%
15-16	16-17	117.24%	104.50%	103.09%	104.62%	102.59%	102.86%	102.62%	101.64%	101.66%	101.71%	100.48%	98.48%	102.20%
16-17	17-18	116.45%	103.69%	102.82%	102.36%	102.64%	102.58%	102.19%	100.93%	100.68%	100.44%	100.26%	99.52%	101.65%
17-18	18-19	117.25%	103.91%	103.11%	104.38%	102.43%	103.73%	102.88%	100.46%	100.29%	102.40%	101.19%	100.00%	102.25%
18-19	19-20	115.11%	103.50%	104.39%	103.27%	102.38%	102.37%	103.16%	101.86%	101.84%	101.61%	102.82%	100.31%	102.50%
19-20	20-21	108.44%	100.75%	101.66%	103.00%	102.98%	102.08%	102.61%	101.08%	101.20%	101.13%	100.62%	98.54%	101.42%
2-year average		111.78%	102.12%	103.02%	103.13%	102.68%	102.23%	102.89%	101.47%	101.52%	101.37%	101.72%	99.42%	101.96%
last year's 2-year average		116.18%	103.70%	103.75%	103.82%	102.40%	103.05%	103.02%	101.16%	101.06%	102.00%	102.01%	100.15%	102.38%

- K's become 1<sup>st</sup> graders, 1<sup>st</sup> graders become 2<sup>nd</sup> graders, etc. with a Growth Factor applied.
- A Growth Factor greater than 100% indicates that there was growth from one year to the next due to new students.
- A Growth Factor less than 100% indicates that there was a decline in students.
- For this projection we have used last year's 2-year average Growth Factor for grades 1-12.





## ES (PK-5) Enrollment - Historical & Projections



## Projected ES Enrollment

- ES capacity is based on number of classrooms.
- ES classroom inventory will increase next year for ES #16 by 36.
- ES classroom capacity is based on student/teacher ratios.
- A change in any of the forecast parameters will result in changes to classroom needs.

SCHOOL	Available Classrooms 2021-22
ACES	36
AES	35
CES	29
FTES	29
GOES	29
HES	29
ISES	29
JCES	29
LTES	29
OCES	29
OMES	29
SRES	29
TRES	29
WCES	29
WRES	36
#16	36
SPS	12
DACC	1
<b>TOTAL PK-5</b>	<b>504</b>

Students per Classroom	Grade	Half-day: Enrollment is divided in half first	Students per Classroom
	Pre-K SLC (7- 8 ratio) (12% of PK)		8
	Pre-K non-SLC (11-12 ratio)	/2	12
	<b>PK</b>		
	K (22 ratio)	/2	22
	1 (22 ratio)		22
	2 (22 ratio)		22
	3 (24 ratio)		24
	4 (24 ratio)		24
	5 (24 ratio)		24
	SLC		8
	<b>Total K-5</b>		
	<b>Total PK-5 Classrooms Needed</b>		

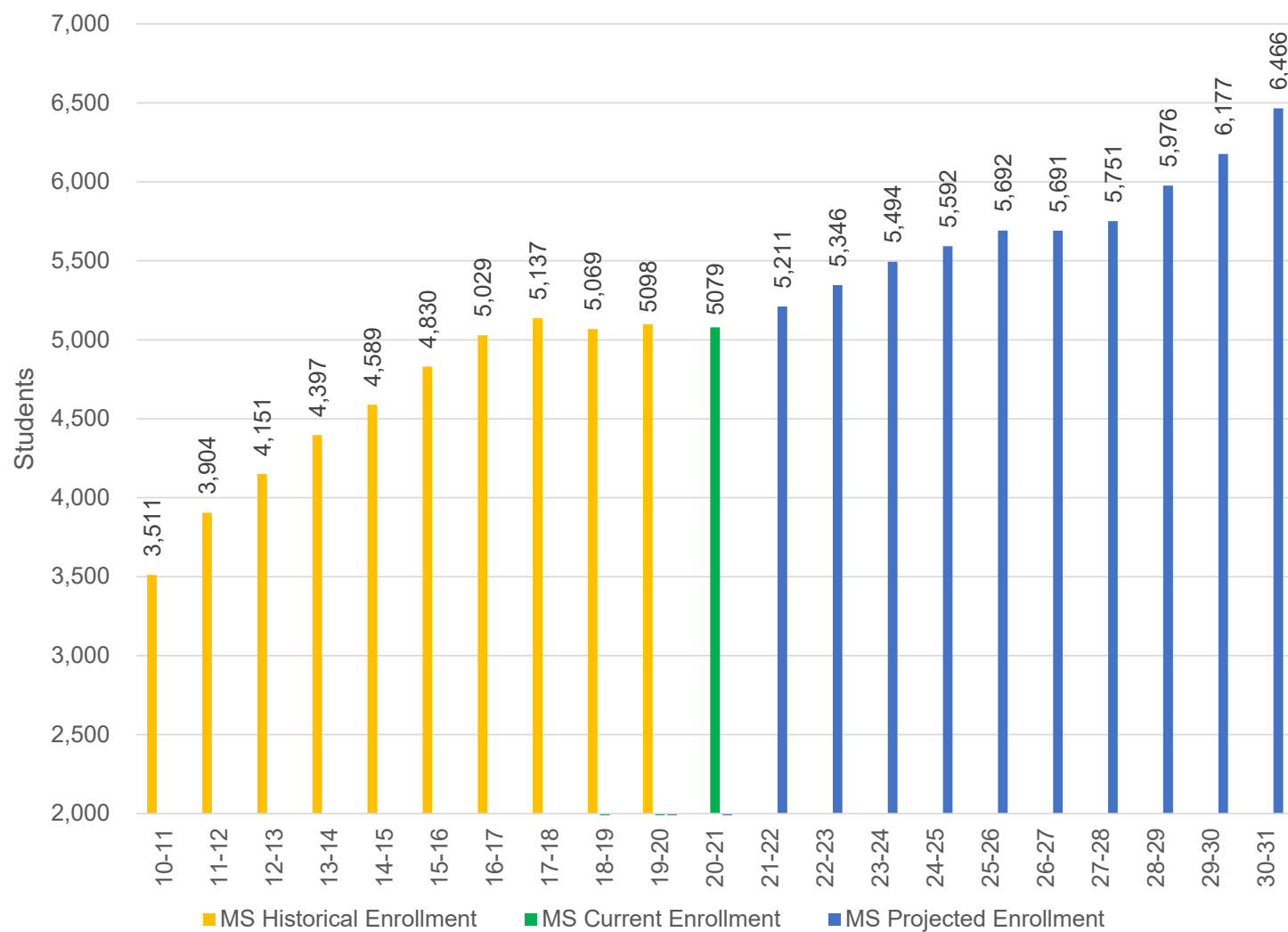


## Projected ES Classroom Need

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
<b>Grade</b>	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms
Pre-K SLC (7- 8 ratio) (12% of PK)	5	8	8	8	8	9	9	9	9	9	9
Pre-K non-SLC (11-12 ratio)	12	19	19	19	20	20	20	20	21	21	21
<b>PK</b>	<b>17</b>	<b>27</b>	<b>27</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>29</b>	<b>29</b>	<b>30</b>	<b>30</b>	<b>30</b>
K (22 ratio)	31	34	35	36	36	37	37	37	38	38	39
1 (22 ratio)	74	72	80	81	83	84	85	86	87	88	90
2 (22 ratio)	74	76	75	83	84	86	87	88	89	90	92
3 (24 ratio)	69	70	73	71	79	80	82	83	84	85	87
4 (24 ratio)	72	71	73	75	74	82	83	85	86	87	89
5 (24 ratio)	71	73	73	74	77	75	83	85	87	88	90
SLC	24	24	24	25	26	26	26	26	26	26	26
<b>Total K-5</b>	<b>415</b>	<b>420</b>	<b>433</b>	<b>445</b>	<b>459</b>	<b>470</b>	<b>483</b>	<b>490</b>	<b>497</b>	<b>502</b>	<b>513</b>
Total PK-5 Classrooms Needed	432	447	460	472	487	499	512	519	527	532	543
Available Classrooms	468	504	504	504	504	504	504	504	504	504	504
Total Classrooms Extra(+)/Short(-)	36	57	44	32	17	5	-8	-15	-23	-28	-39
Add 35 Classrooms for New ES 17				538	538	538	538	538	538	538	538
Total Classrooms Extra(+)/Short(-)				66	51	39	26	19	11	6	-5
	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>2029-30</b>	<b>2030-31</b>



### MS (6-8) Enrollment - Historical & Projections



## Projected MS Enrollment

MS capacity is based on core classroom inventory.

	Core Classroom Capacity		
SCHOOL	Core Classrooms	Students per Core Classroom	Core Classroom Capacity
BMS	44	25	1,100
HMS	44	25	1,100
LMS	44	25	1,100
OMS	42	25	1,050
SMS	47	25	1,175
TOTAL 6-8	221		5,525
MS #6	44	25	1,100
TOTAL 6-8	265		6,625
	Core Classrooms do not include art, band, strings, choir, PE, SLC, wrestling, FSC, etc.		
	BMS & HMS include 6 connector classrooms each		

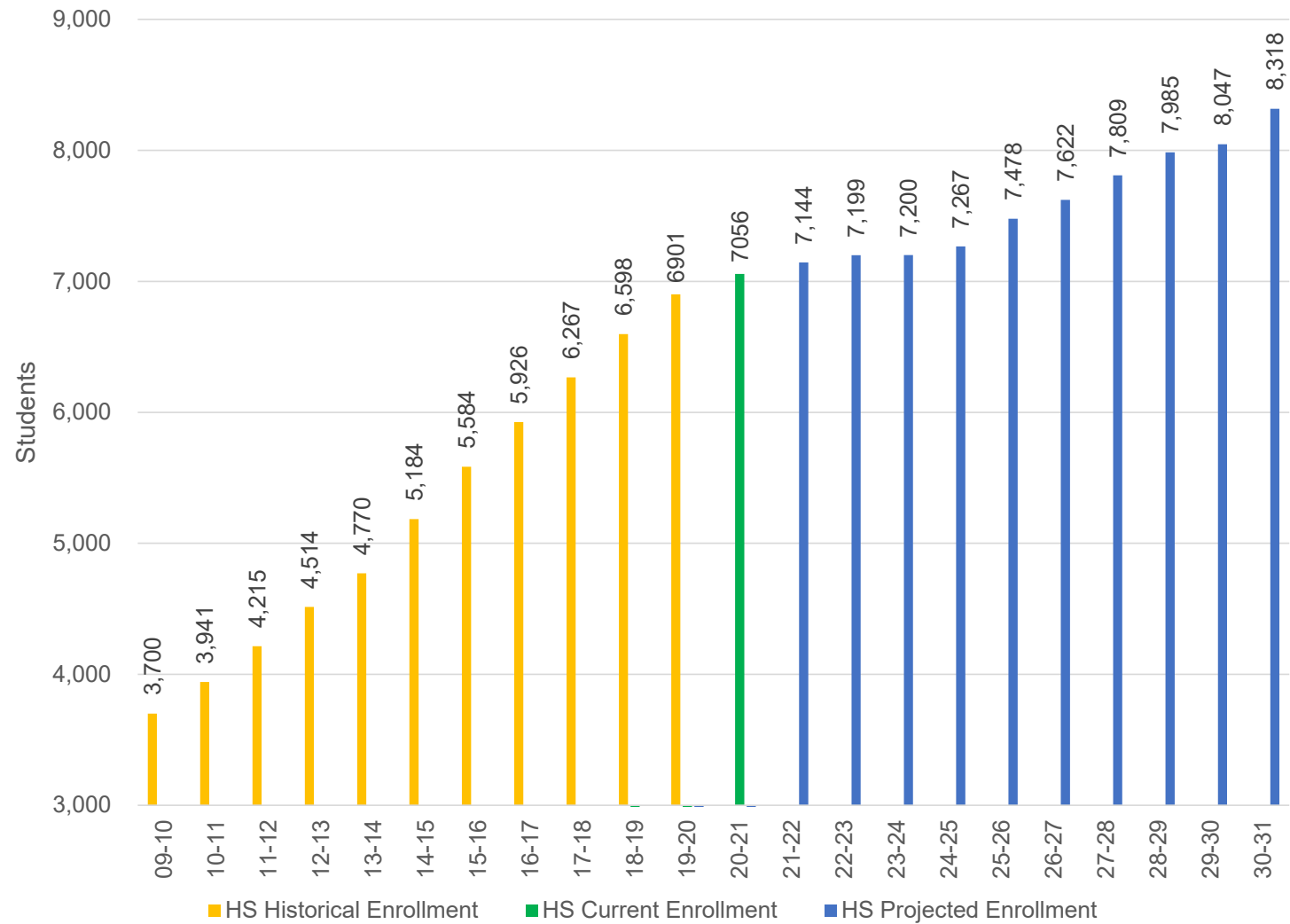


## Projected MS Classroom Need

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
<b>Grade</b>	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms	Classrooms
6 (25 ratio)	67	70	72	72	74	76	75	83	84	86	87
7 (25 ratio)	69	69	72	75	75	76	79	77	85	87	88
8 (25 ratio)	67	70	70	73	75	75	77	80	78	86	88
SLC	8	8	8	9	9	9	9	9	9	9	9
<b>Total 6-8</b>	<b>211</b>	<b>217</b>	<b>222</b>	<b>229</b>	<b>233</b>	<b>236</b>	<b>240</b>	<b>249</b>	<b>256</b>	<b>268</b>	<b>272</b>
Projection per Classroom Inventory											
Total Classrooms Needed	211	217	222	229	233	236	240	249	256	268	272
Total Core Classrooms Available	221	221	221	221	221	221	221	221	221	221	221
Total Classrooms Extra(+)/Short(-)	10	4	-1	-8	-12	-15	-19	-28	-35	-47	-51
Add 44 Core Classrooms for MS6				265	265	265	265	265	265	265	265
Total Classrooms Extra(+)/Short(-)				36	32	29	25	16	9	-3	-7



### HS (9-14) Enrollment - Historical & Projections



## Projected HS Enrollment

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
9	1,770	1,701	1,767	1,757	1,838	1,907	1,906	1,938	2,010	1,966	2,174
10	1,790	1,805	1,735	1,802	1,792	1,874	1,945	1,945	1,977	2,050	2,005
11	1,782	1,826	1,842	1,770	1,838	1,828	1,912	1,985	1,984	2,017	2,091
12	1,687	1,785	1,829	1,845	1,773	1,841	1,831	1,915	1,988	1,987	2,020
Ungraded	27	27	27	27	27	27	27	27	27	27	27
<b>9-12 Total</b>	<b>7,056</b>	<b>7,144</b>	<b>7,199</b>	<b>7,200</b>	<b>7,267</b>	<b>7,478</b>	<b>7,622</b>	<b>7,809</b>	<b>7,985</b>	<b>8,047</b>	<b>8,318</b>
Average Enrollment per HS	1,764	1,786	1,800	1,800	1,817	1,869	1,905	1,952	1,996	2,012	2,080
	HS Design Capacity: 1,800					HS Stretch Capacity: 2,000					
	HS Design Capacity x 4: 7,200					HS Stretch Capacity x 4: 8,000					







**OLENTANGY SCHOOLS<sup>SM</sup>**

THANK YOU

**BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
DELAWARE AND FRANKLIN COUNTIES, OHIO**

The Board of Education (the "Board") of the Olentangy Local School District, Delaware and Franklin Counties, Ohio (the "School District"), met in regular session on October 8, 2020, at 6:30 p.m., in the Berlin Conference Room at the Olentangy Administrative Office, 7840 Graphics Way, Lewis Center, Ohio 43035, with the following members present:

M\_\_\_\_ introduced the following resolution and moved its passage:

**BOND RESOLUTION**

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,875,000 OF BONDS FOR THE PURPOSE OF ADVANCE REFUNDING A PORTION OF VARIOUS PURPOSE BONDS, SERIES 2013, DATED AUGUST 12, 2013 ORIGINALLY ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$40,370,000 FOR THE PURPOSE OF (i) REFUNDING A PORTION OF THE SCHOOL DISTRICT'S \$34,470,000 SCHOOL FACILITIES CONSTRUCTION AND IMPROVEMENT BONDS SERIES 2009B (FEDERAL TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), DATED SEPTEMBER 3, 2009; and (ii) CONSTRUCTING, FURNISHING, AND EQUIPPING NEW SCHOOL FACILITIES, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; RENOVATING, REPAIRING, IMPROVING, FURNISHING, EQUIPPING, AND CONSTRUCTING ADDITIONS TO EXISTING SCHOOL FACILITIES, BUILDINGS, AND INFRASTRUCTURE; REPLACING EXISTING EQUIPMENT AND CONSTRUCTING VARIOUS PERMANENT IMPROVEMENTS; PURCHASING SCHOOL BUSES AND RELATED TRANSPORTATION EQUIPMENT; CURRICULUM IMPLEMENTATION DISTRICT-WIDE, INCLUDING RELATED TEXTBOOKS AND TECHNOLOGY; AND ACQUIRING LAND AND INTERESTS IN LAND; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, at the election held on March 4, 2008 on the proposition of issuing bonds of the School District in the sum of \$89,890,000 for the purpose of constructing, furnishing, and equipping new school facilities, with related site improvements and appurtenances thereto; renovating, repairing, improving, furnishing, equipping, and constructing additions to existing school facilities, building, and infrastructure; replacing existing equipment and construction various permanent improvements; purchasing school buses and related transportation equipment; curriculum implementation district-wide, including related textbooks and technology; and acquiring land and interests in land, and levying taxes outside the ten-mill limitation

to pay the principal of and interest on such bonds, the requisite majority of those voting on the proposition voting in favor thereof; and

WHEREAS, at the election held on May 3, 2011 on the proposition of issuing bonds of the School District in the sum of \$24,400,000 for the purpose of constructing, furnishing, and equipping new school facilities, with related site improvements and appurtenances thereto; renovating, repairing, improving, furnishing, equipping, and constructing additions to existing school facilities, buildings, and infrastructure; replacing existing equipment; curriculum implementation district-wide, including related textbooks and technology; and acquiring land and interests in land (the “2011 Voted Bonds Project”), and levying taxes outside the ten-mill limitation to pay the principal of and interest on such bonds, the requisite majority of those voting on the proposition voting in favor thereof; and

WHEREAS, pursuant to such voted authority and resolutions previously adopted by the Board, the School District issued its \$40,370,000 Various Purpose Bonds, Series 2013 (General Obligation – Unlimited Tax) dated August 12, 2013 (the “Outstanding Bonds”) for the purpose of (i) refunding a portion of the School District’s \$34,470,000 School Facilities Construction and Improvement Bonds Series 2009B (Federal Taxable – Build America Bonds – Direct Payment), dated September 3, 2009; and (ii) funding a portion of the 2011 Voted Bonds Project; and

WHEREAS, in view of currently prevailing lower interest rates the Board has determined that it is advisable and in the best interest of the School District to issue refunding bonds of the School District to advance refund a portion of the Outstanding Bonds (the “Refunded Bonds”); and

WHEREAS, the Treasurer of the Board (the “Treasurer”) has certified to this Board that the maximum maturity and principal amount of the bonds herein authorized cannot exceed the maximum maturity and principal amount of the Refunded Bonds; and

WHEREAS, it is now deemed necessary to issue and sell not to exceed \$30,875,000 of such bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.34 thereof, for the purpose described in the title of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE  
OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AND FRANKLIN COUNTIES, OHIO  
THAT:

Section 1. It is hereby declared necessary to issue bonds of the School District for the purpose described in the title of this Resolution in the principal sum of not to exceed \$30,875,000, or such lesser amount as shall be determined by the Treasurer and certified to this Board, which bonds shall be designated as "Olentangy Local School District, Delaware and Franklin Counties, Ohio Refunding Bonds, Series 2020 (Federally Taxable)" or as otherwise designated by the Treasurer (the "Bonds") for the purpose described in the title of this Resolution. The Bonds may be issued in one or more series.

Section 2. The Bonds shall be issued as fully registered bonds in book-entry form only, in such denominations as shall be determined by the Treasurer, but not exceeding the principal amount of Bonds maturing on any one date; shall be numbered consecutively from R-1 upward, as determined by the Treasurer provided, however; that any Bonds sold as Capital Appreciation Bonds (as defined below) may be numbered separately; and shall have such final terms as shall be determined by the Treasurer and set forth in the Certificate of Fiscal Officer provided for in Section 3 herein.

Section 3. The Treasurer is hereby authorized and directed to execute on behalf of the School District a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Resolution, shall be as determined by the Treasurer. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Dates"), the purchase price for the Bonds (which shall be not less than 97% of the aggregate principal amount thereof), the maturity schedule for the Bonds (provided that the maximum maturity date of the Bonds shall not be later than December 1 of the year of final maturity of the Refunded Bonds); the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 5.00% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Resolution as the Treasurer shall deem appropriate.

Section 4. The Bonds shall be issued with interest payable semiannually on each Interest Payment Date until the principal sum is paid or provision has been duly made therefor (the "Current Interest Bonds") or with interest compounded on each Interest Payment Date but payable only at maturity (the "Capital Appreciation Bonds") in such proportions as shall be set forth in the Certificate of Fiscal Officer. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months, unless otherwise determined by the Treasurer. Unless otherwise determined by the Treasurer, the Current Interest Bonds shall be in the denominations of \$5,000 or any integral multiple thereof, and the Capital Appreciation Bonds shall be in the denominations on the date of their issuance and delivery equal to the principal amount which, when interest is accrued and compounded thereon, beginning on the date of delivery to the Original Purchaser (as defined hereinbelow), and each Interest Payment Date thereafter, will equal \$5,000 or any integral multiple thereof at maturity.

Section 5. The Current Interest Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Fiscal Officer. If optional redemption of the Current Interest Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Current Interest Bonds of the same maturity will take place, the Current Interest Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar, identified herein below, prior to the selection of the Current Interest Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Current Interest Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Current Interest Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof (unless otherwise determined by the Treasurer).

The notice of the call for redemption of Current Interest Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Current Interest Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Current Interest Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of the Current Interest Bonds to be redeemed at the address shown in the Bond Register on the 15th day preceding the date of mailing. Failure to receive such notice or any defect therein shall not affect the validity of the proceedings for the redemption of any Current Interest Bond.

Section 6. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Resolution. The Bonds shall be executed by the President of the Board (the "President") and by the Treasurer in their official capacities, provided that either or both of their signatures may be a facsimile, electronic, or digital signature. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Treasurer on behalf of the School District. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. The Treasurer is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent (collectively, the “Bond Registrar”) for the Bonds or to execute on behalf of the Board a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Treasurer and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Treasurer in such officer’s discretion shall determine that it would be in the best interest of the School District for such functions to be performed by another party, the Treasurer may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the School District shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this section (the “Bond Register”). Subject to the provisions hereof, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The School District and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the School District shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The exchange or transfer shall be without charge to the owner; except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid

obligations of the School District, evidencing the same debt, and entitled to the same benefits under this Resolution, as the Bonds surrendered upon that transfer or exchange.

Section 9. For purposes of this Resolution, the following terms shall have the following meanings:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bonds in fully registered form are issued only to the Depository or its nominee as registered owner, with the Bonds “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Bonds.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Bonds, and to effect transfers of Bonds, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this section shall apply, notwithstanding any other provision of this Resolution: (i) there shall be a single Bond of each maturity; (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Resolution.

The Bond Registrar may, with the approval of the School District, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Resolution, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and the School District. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the School District. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

If requested, the Treasurer, the Superintendent of the School District (the “Superintendent”) or any other officer of this Board is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the School District, the letter agreement among the School District, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The School District may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Bonds for use in a book-entry system, the School District and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Resolution. If the School District and the Bond Registrar do not or are unable to do so, the School District and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bonds), if the event is not the result of action or inaction by the School District or the Bond Registrar, of those persons requesting such issuance.

Section 10. There shall be and is hereby levied annually on all the taxable property in the School District, in addition to all other taxes and outside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 11. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Bonds when and as the same fall due. Notwithstanding the foregoing, if the School District determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the School District shall appropriate such funds to the payment of the Bonds in accordance with law.

Section 12. The Bonds shall be sold to RBC Capital Markets Inc. or such purchaser or purchasers (collectively, the "Original Purchaser") as the Treasurer shall designate in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Superintendent, the President and the Treasurer, or any of them individually, are authorized and directed to execute on behalf of the Board a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which agreement shall be in such form not inconsistent with the terms of this Resolution, as the Treasurer shall determine. The Bonds may be sold at a public or private sale at the discretion of the Treasurer.

Section 13. There is hereby created and established, as an account within the Bond Retirement Fund of the School District, a trust fund to be designated "Olentangy Local School District – 2020 Refunding Bonds Escrow Fund" (the "Escrow Fund"), or as otherwise designated by the Treasurer, which account may be in the custody of a bank or trust company as escrow trustee, if desired. The proceeds from the sale of the Bonds, except the accrued interest thereon, and premium thereon, if any, shall be deposited in the Escrow Fund, along with such funds, if any, as the Treasurer may transfer from the bond retirement fund. Such moneys deposited in the Escrow Fund may be (i) held as cash or (ii) used to purchase direct obligations of or obligations guaranteed as to payment by the United States of America of such maturities and interest payment dates and bearing interest at such rates as will, as certified by such independent public accounting firm as shall be acceptable to the Treasurer and the Original Purchaser without further



investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to pay the interest on, and the redemption price (including any redemption premium) of, the Refunded Bonds on the earliest optional redemption date for the Refunded Bonds. The Treasurer is also authorized, if necessary or desirable to facilitate the refunding of the Refunded Bonds, to engage a consultant to verify the sufficiency of the cash or other obligations held in the Escrow Fund to refund the Refunded Bonds on such redemption date.

Any accrued interest received from the sale of the Bonds shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the School District, as permitted by law. Any premium received from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund, including the Escrow Fund contained therein, in the manner provided by law.

The Treasurer is hereby authorized to execute on behalf of the School District an Escrow Agreement (the "Escrow Agreement") with a bank or trust company to be selected by the Treasurer (the "Escrow Trustee"), setting forth the terms by which the Escrow Fund shall be held and disbursed, if the Treasurer determines that an Escrow Agreement is necessary or beneficial to facilitate the refunding of the Refunded Bonds. Such an Escrow Agreement shall be in such form, not inconsistent with this Resolution, as the Treasurer shall determine.

Section 14. The Treasurer is authorized to make appropriate arrangements, if the Treasurer deems it in the best interest of the School District, for the issuance of a municipal bond insurance policy with respect to all or any portion of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith. All additional provisions required to be authorized by this Board for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Fiscal Officer.

Section 15. The distribution of an Official Statement of the School District, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized if the Treasurer determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Treasurer so determines, then the Treasurer, Superintendent and President are hereby authorized and directed to negotiate, prepare and execute, on behalf of the School District and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the School District. The Treasurer, the Superintendent and the President are each authorized to execute and deliver, on behalf of the School District and in their official capacities, such certificates in connection with the accuracy of an Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

Section 16. The Treasurer is hereby authorized to obtain or update a rating or ratings on the Bonds and the School District if the Treasurer determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Treasurer so determines, then the Treasurer, Superintendent, and this Board are hereby authorized and directed to take all steps necessary to obtain such rating or ratings.

Section 17. The Board hereby approves of the appointments of the law firm of Bricker & Eckler LLP to serve as Bond Counsel and Baker Tilly Municipal Advisor LLC to serve as a municipal advisor to the School District with respect to the issuance of the Bonds. The respective fees to be paid to

such firms shall be subject to review and approval by the Treasurer and shall not exceed the fees customarily charged for such services.

Section 18. The officer having charge of the minutes of the Board and any other officers of the Board, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Board relating to the power and authority of the School District to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Treasurer and a no-litigation certificate of the President and the Treasurer, and such certified copies and certificates shall be deemed representations of the School District as to the facts stated therein. Except for the procedure for authenticating the Bonds set forth in Section 6 herein, documents (including this Resolution) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Bonds, for the purposes of this Resolution, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Treasurer and the President are hereby authorized and directed to take such action (including, but not limited to, hiring such other professionals or consultants as may be needed to facilitate the issuance of the Bonds) and to execute and deliver, on behalf of the Board, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution. Such documents shall be in the form not substantially inconsistent with the terms of this Resolution, as they in their discretion shall deem necessary or appropriate.

Section 19. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the School District have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the School District are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

Section 20. It is hereby found and determined that all formal actions of the Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of the 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 Ohio Revised Code Section 121.22.

Section 21. The Treasurer is hereby directed to forward certified copies of this Resolution to the County Auditors of Delaware and Franklin Counties, Ohio.

M\_\_\_\_ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Resolution passed.

Passed: October 8, 2020

BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
DELAWARE AND  
FRANKLIN COUNTIES, OHIO

Attest: \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Board President

### **CERTIFICATE**

The undersigned Treasurer of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on October 8, 2020 and that a true copy thereof was certified to the County Auditors of Delaware and Franklin Counties, Ohio.

\_\_\_\_\_  
Treasurer, Board of Education  
Olentangy Local School District  
Delaware and Franklin Counties, Ohio

CERTIFIED INDEPTH EDUCATION INSTRUCTORS  
2020-2021 School Year  
Recommended for Board of Education Approval on October 8, 2020

Employee Name				Position	Season
Last Name	First Name	MI	Building		
Nori	Mark	A.	OBHS	Instructor	All Year
Hamilton	Whitney	C.	OHS	Instructor	All Year
McCray	Jane	M.	OHS	Instructor	All Year
McKnight	Selena	N.	OHS	Instructor	All Year
Wozniak	Lauren	R.	OHS	Instructor	All Year
Goodnight	Allison	C.	OLHS	Instructor	All Year
Mundell	Meredith	C.	OLHS	Instructor	All Year
Purlee	Jenna	K.	OLHS	Instructor	All Year
Rafey	Angela	M.	OLHS	Instructor	All Year
Hanna	Sarah	N.	OOHS	Instructor	All Year

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING  
2020-2021 School Year  
Recommended for Board of Education Approval on October 8, 2020

Employee			Position	Building	Hours	Salary	
Last Name	First Name	MI				Per Hour	Total
Home Instruction							
Evans	Stephanie	R.	Instructor	OOMS	55.00	\$ 25.00	\$ 1,375.00
McLoughlin	Lauren	S.	Instructor	OLMS	55.00	\$ 25.00	\$ 1,375.00
Multi-Sensory Reading Services							
Hehmeyer	Leslie	L.	Instructor	CES	4.00	\$ 45.00	\$ 180.00
Performing and Visual Arts Gifted Evaluation (COTA Day - October 16, 2020)							
Anderson	Meghan	M.	Evaluator, Music	ACES	0.00	\$ -	\$ 100.00
Bash	Jason	J.	Evaluator, Music	FTES	0.00	\$ -	\$ 100.00
Minnecci	Katherine	M.	Evaluator, Music	HES	0.00	\$ -	\$ 100.00
Miracle	Aileen	N.	Evaluator, Music	CLDES-CES	0.00	\$ -	\$ 100.00
Petz	Stacey	A.	Evaluator, Music	TRES	0.00	\$ -	\$ 100.00
Butler	Sarah	E.	Evaluator, Visual Art	OBHS	0.00	\$ -	\$ 100.00
Castorena	Leslie	A.	Evaluator, Visual Art	HES	0.00	\$ -	\$ 100.00
Fanning	Casie	R.	Evaluator, Visual Art	ISES	0.00	\$ -	\$ 100.00
Jones	Robert	W.	Evaluator, Visual Art	FTES	0.00	\$ -	\$ 100.00
Juravich	Jonathan	D.	Evaluator, Visual Art	LTES	0.00	\$ -	\$ 100.00
Kennedy	Kaitlyn	N.	Evaluator, Visual Art	OBMS	0.00	\$ -	\$ 100.00
Parrish	Julianne	K.	Evaluator, Visual Art	TRES	0.00	\$ -	\$ 100.00
Politis	Laurel	A.	Evaluator, Visual Art	OCES	0.00	\$ -	\$ 100.00
Special Education Support							
Stotz	Holly	A.	Instructor	OHMS	10.00	\$ 25.00	\$ 250.00

# SUPPLEMENTAL CONTRACTS

2020-21 School Year

Recommended for Board of Education Approval on October 8, 2020

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Advisors								
Model United Nations Advisor	OBHS	Laflamme	Michael	A.	11	0	\$ 425.00	All Year
Spanish Club Advisor	OBHS	Waldo	Haley	C.	11	0	\$ 425.00	All Year
Freshman Class Advisor	OHS	Wolfe	Jordyn	M.	11	0	\$ 425.00	All Year
Science Olympiad Advisor	OHS	Angel	Sarah	E.	1/2 of 10	0	\$ 424.50	All Year
Science Olympiad Advisor	OHS	Thomas	Ansley	J.	1/2 of 10	0	\$ 424.50	All Year
German Club Advisor	OLHS	Moore	Nicole	D.	11	17	\$ 849.00	All Year
Global Scholars Advisor	OLHS	Martin	Jill	R.	11	1	\$ 457.00	All Year
Head Speech/Debate Advisor	OOHS	Hecker	Rachel	A.	7	0	\$ 2,123.00	All Year
Math Counts Advisor	OOMS	Callaghan	Phil	D.	10	5	\$ 1,062.00	All Year
Yearbook Advisor	OOMS	Snivley	Christine	M.	11	5	\$ 637.00	All Year
Elementary Enrichment Advisor	ACES	Suter	Michelle	M.	1/3 of 8	6	\$ 770.88	All Year
Elementary Afterschool Orchestra/Strings Advisor	CES	Henning	Jillian	B.	5	4	\$ 3,822.00	All Year
Elementary Enrichment Advisor	CES	Doak	Amy	M.	2/3 of 8	1	\$ 1,209.35	All Year
Elementary Enrichment Advisor	CES	Tod	Jennifer	M.	1/3 of 8	12	\$ 910.80	All Year
Elementary Afterschool Orchestra/Strings Advisor	TRES	Petz	Stacey	A.	5	6	\$ 4,247.00	All Year
Building Department Chairs								
Health/Physical Education/Business/Family/Consumer Science Department Chair	OLHS	Miller	Amy	M.	1/2 of 7	0	\$ 1,061.50	All Year
Health/Physical Education/Business/Family/Consumer Science Department Chair	OLHS	Weakley	Sunday	M.	1/2 of 7	0	\$ 1,061.50	All Year
Department Chair Middle School Intervention	CDL	Dyckman	Brad	L.	7	4	\$ 2,973.00	All Year
Department Chair High School Intervention	CDL	Coen	Cris	J.	7	0	\$ 2,123.00	All Year
Department Chair World Language	CDL	Huber	Jane	E.	7	0	\$ 2,123.00	All Year
Building Leadership Team								
Building Leadership Team Instructional Technology	CES	Chisek	Amy	F.	7	0	\$ 2,123.00	All Year
Safety Patrol								
Safety Patrol	CES	Brinkman	Stacey	L.	1/4 of 9	0	\$ 318.50	All Year
Safety Patrol	CES	Hausman	Lauren	A.	1/4 of 9	0	\$ 318.50	All Year
Safety Patrol	CES	Taglione	Regina	K.	1/4 of 9	0	\$ 318.50	All Year
Safety Patrol	CES	Tod	Jennifer	M.	1/4 of 9	0	\$ 318.50	All Year
Safety Patrol	JCES	Acox	Nicole	D.	9	10	\$ 2,336.00	All Year
Basketball								
Boys Asst Basketball Coach	OHS	Holly	Kelly	R.	3	9	\$ 6,158.00	Winter
Boys Head Basketball Coach	OOHS	Calo	Anthony	M.	1	8	\$ 8,706.00	Winter
Boys Asst Basketball Coach	OOHS	Higgins	Kyle	D.	3	2	\$ 4,671.00	Winter
Asst Basketball Coach Volunteer	OOHS	Myracle	Zach	D.	N/A	N/A	\$ -	Winter
Girls 7th Grade Head Basketball Coach	OHMS	Nicolosi	Richard	A.	6	14	\$ 4,671.00	Winter
Cheerleading								

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
7th Grade Cheerleader Coach	OHMS	Stotz	Holly	A.	7	2	\$ 2,548.00	Winter
8th Grade Cheerleader Coach	OSMS	Boerner	Erica	O.	7	5	\$ 3,185.00	Winter
7th Grade Cheerleader Coach	OSMS	Stewart	Danielle	M.	7	4	\$ 2,973.00	Winter
Bowling								
Girls Head Bowling Coach	OHS	Brehm	James	R.	4	9	\$ 5,308.00	Winter
Wrestling								
Asst Wrestling Coach	OHS	Fuchs	Samuel	M.	3	6	\$ 5,521.00	Winter
Asst Wrestling Coach	OHS	Webber	Michael	S.	4	4	\$ 4,247.00	Winter
Head Wrestling Coach	OSMS	Fath	Hayden	P.	6	3	\$ 3,185.00	Winter

## PUPIL ACTIVITY SUPERVISOR CONTRACTS

2020-21 School Year

Recommended for Board of Education Approval on October 8, 2020

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Advisor								
Drama Club Advisor	OLMS	Scott	Melissa	J.	10	0	\$ 849.00	All Year
Marching Band								
Majorette/Flags Corps Director	OOHS	Wieging	Sidney	M.	7	0	\$ 2,123.00	Fall
Basketball								
Boys Head Basketball Coach	OHS	Feasel	John	C.	1	16	\$ 9,130.00	Winter
Boys Asst Basketball Coach	OHS	Ballmer	John	C.	3	8	\$ 5,945.00	Winter
Boys Asst Basketball Coach	OHS	Middleton	Thomas	B.	3	2	\$ 4,671.00	Winter
Boys Asst Basketball Coach Volunteer	OHS	Agler	Bryce	W.	N/A	N/A	\$ -	Winter
Boys Asst Basketball Coach Volunteer	OHS	Chirico	Anthony	J.	N/A	N/A	\$ -	Winter
Boys Asst Basketball Coach Volunteer	OHS	Shimp	Mick	M.	N/A	N/A	\$ -	Winter
Boys Asst Basketball Coach	OOHS	Backs	Andrew	P.	1/2 of 3	2	\$ 2,335.50	Winter
Boys Asst Basketball Coach	OOHS	Oconnor	Paul	E.	1/2 of 3	0	\$ 2,123.50	Winter
Boys Asst Basketball Coach	OOHS	Taylor	John	M.	3	11	\$ 6,370.00	Winter
Asst Basketball Coach Volunteer	OOHS	Simpson	Rod	H.	N/A	N/A	\$ -	Winter
Boys 7th Grade Basketball Coach	OSMS	Holly	Christopher	R.	6	13	\$ 4,671.00	Winter
Bowling								
Boys Head Bowling Coach	OHS	Brehm	Elizabeth	R.	1/2 of 4	0	\$ 1,698.50	Winter
Boys Head Bowling Coach	OHS	Claar	Anthony	M.	1/2 of 4	1	\$ 1,805.00	Winter
Bowling Coach Volunteer	OHS	Mullins	Kristen		N/A	N/A	\$ -	Winter
Boys Head Bowling Coach	OOHS	Palmer	Rodney	W.	4	5	\$ 4,459.00	Winter
Girls Head Bowling Coach	OOHS	Boysaw	Dominic	L.	4	3	\$ 4,034.00	Winter
Gymnastics								
Head Gymnastics Coach	OHS	Lloyd-Matthews	Misty	A.	2	25	\$ 7,219.00	Winter
Ice Hockey								
Asst Ice Hockey Coach	OLHS	Welsh	Ryan	O.	4	1	\$ 3,610.00	Winter
Swimming								
Boys Head Swim Coach	OHS	Higdon	Calvin	E.	3/4 of 2	2	\$ 4,140.75	Winter
Girls Head Swim Coach	OHS	Higdon	Calvin	E.	3/4 of 2	2	\$ 4,140.75	Winter
Wrestling								
Asst Wrestling Coach Volunteer	OBHS	Bressman	Jedidiah	I.	N/A	N/A	\$ -	Winter
Head Wrestling Coach	OHS	Lyberger	Dennis	R.	2	18	\$ 7,219.00	Winter
Asst Wrestling Coach	OLHS	Ford	Michael	C.	1/2 of 4	1	\$ 1,805.00	Winter
Asst Wrestling Coach	OLHS	Mead	Brakan	K.	1/2 of 4	1	\$ 1,805.00	Winter
Asst Wrestling Coach	OLHS	Roskovich	Chad	A.	1/2 of 3	12	\$ 3,185.00	Winter
Head Wrestling Coach	OOMS	Wallace	Christopher	P.	3/4 of 6	3	\$ 2,388.75	Winter
Asst Wrestling Coach	OSMS	Mokros	Rick		7	1	\$ 2,336.00	Winter
Lacrosse								
Girls Head Lacrosse Coach	OLHS	Bosco	Timothy	S.	2	2	\$ 5,521.00	Spring



**CLASSIFIED SUBSTITUTES**

**2020-21 School Year**

*Recommended for Board of Education Approval on October 8, 2020*

Berry, Mark  
Bonandi, Camila  
Chirico, Amanda  
Dingus, Samuel  
Emrich, Danielle  
Gill, MaKayla  
Griffiths, Kim  
Hartley, Aaron  
Krell, Bradley  
Kresak, Renee  
Matheny, John  
Mchugh, Jean  
Penfound, Cara  
Reebel, Christina  
Sanzone, Susan  
Utley, Megan  
Wellejus, Aimee

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Olentangy Local School District Board of Education, 7840 Graphic Way, Lewis Center, Ohio 43035 ("**Grantor**") and Longhill Limited Partnership II, 4050 Lyon Dr., Columbus, Ohio 43220 ("**Grantee**")

### RECITALS

WHEREAS, Grantor is the owner of record of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("**Grantor's Property**"), addressed as 3140 Berlin Station Rd. Delaware, Ohio 43015; and

WHEREAS, Grantee is the owner of adjacent real property more particularly described on Exhibit "B" attached hereto and made a part hereof ("**Grantee's Property**"); and

WHEREAS, Grantee seeks easements (both temporary and permanent) from Grantor for the purpose of installing and maintaining a Sanitary Sewer utility line (force main) and a Delco Water line (Main Trunk) through Grantor's Property as set forth herein;

WHEREAS, the Grantor has agreed to grant the easements, upon consideration and payment by Grantee, and upon certain other terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the sum of \$17,000.00 (Seventeen Thousand Dollars) (the "**Consideration**") the receipt and sufficiency of which is hereby acknowledged, the parties do hereby AGREE to the following:

1. Grantor shall grant to the Board of County Commissioners of Delaware County, Ohio, ("County") a non-exclusive perpetual easement for sanitary sewer utility purposes (the "**Sanitary Sewer Line Easement Agreement**"), through, under and upon, across and over the portion of Grantor's Property depicted on Exhibit "C" and more particularly described on Exhibit "C-1" attached hereto and made a part hereof (such easement area being referred to herein as the "**Sanitary Sewer Line Easement Area**"), together with the right of ingress and egress across said Sanitary Sewer Line Easement Area for the purpose of laying sanitary sewer pipes underground through the Sanitary Sewer Line Easement Area, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances (the "**Sanitary Sewer and Water Line Easement**"). Such Sanitary Sewer Line Easement Agreement shall be in a form agreeable to and approved by Grantor and the County, and shall be fully executed by Grantor immediately upon its receipt of the Consideration and then immediately delivered to "County", which shall the cause the same to be recorded with the Office of the Delaware County, Ohio Recorder (the "**Recorder**").
2. Grantor shall grant to the Del-Co Water Company Inc. ("Del-Co") a non-exclusive perpetual easement for water utility purposes (the "**Water Line Easement Agreement**"), through, under and upon, across and over the portion of Grantor's Property depicted on Exhibit "D" and more particularly described on Exhibit "D-1" attached hereto and made a part hereof (such easement area being referred to herein as the "**Water Line Easement Area**"), together with the right of ingress and egress across said Water Line Easement Area for the purpose of laying water pipes underground through the Water Line Easement Area, and to maintain, operate, repair, replace and

remove same, together with valves and other necessary appurtenances (the “**Water Line Easement**”). Such Water Line Easement Agreement shall be in a form agreeable to and approved by Grantor and Del-Co, and shall be fully executed by Grantor immediately upon its receipt of the Consideration and then immediately delivered to Del-Co, which shall cause the same to be recorded with the Office of the Delaware County, Ohio Recorder (the “**Recorder**”).

3. Grantor shall grant a non-exclusive temporary construction easement for sanitary sewer and water line utility purposes (the “**Temporary Easement Agreement**”), through, under and upon, across and over the portion of Grantor’s Property depicted on Exhibit “E” and which will be particularly described in the Temporary Easement Agreement that is ultimately recorded with the Recorder (such easement area being referred to herein as the “**Temporary Easement Area**”), together with the right of ingress and egress across said Temporary Easement Area for the purpose of facilitating construction of laying pipes underground through the Temporary Easement Area. This easement (the “**Temporary Easement**”) shall terminate automatically one year after actual construction of improvements within either the Sanitary Sewer Line Easement Area or the Water Line Easement Area as permitted by the Sanitary Sewer Line Easement or the Water Line Easement begins. Grantee shall certify, in writing, the actual date of commencement of such construction to Grantor. The document serving to grant the Temporary Easement (the “**Temporary Easement Agreement**”) shall be in a form agreeable to and approved by Grantor and Grantee, and shall be fully executed by Grantor upon its receipt of the Consideration and then immediately delivered to Grantee, which shall then cause the same to be recorded with the Recorder.
4. Grantor and Grantee agree that should final design indicate an additional 5 foot of permanent easement is required to facilitate the needs of Grantee, the consideration to be paid by Grantee to Grantor shall be increased by \$5,625.00 (Five Thousand, Six Hundred and Twenty Five Dollars). In such a circumstance, Grantor shall negotiate amendments to the Sanitary Sewer Line Easement Agreement and/or Water Line Easement Agreement (as applicable), with the County and Del-Co, respectively, that is reasonably acceptable to each of them and which serve to memorialize the expanded easement area. Upon full execution of the amendment(s), Grantee, County, and/or Del-Co shall cause the same to be recorded with the Recorder.
5. Grantee agrees that it shall bear all expenses relating to construction of permitted improvements pursuant to the Sanitary Sewer Line Easement and Water Line Easement and shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Grantor’s Property by Grantor during Grantee’s excavation, construction, installation, and/or maintenance related to said improvements. Such efforts shall include, but will be in no way limited to, requesting and receiving prior approval from Grantor for any such excavation, construction, installation, and/or maintenance that will, in Grantor’s sole discretion, in any way block, obstruct, interfere with, or otherwise impair the points of ingress or egress from Grantor’s Property or buildings. Grantee represents and warrants that prior to entering the Property it shall procure and maintain, or cause its contractor performing work on the Property to procure and maintain, a policy of insurance covering Grantee’s work to excavate, construct, and install any improvement, equipment, or other installation in the Sanitary Sewer Line Easement Area, the Water Line Easement Area and/or Temporary Easement Area. Such insurance shall name Grantor as an additional insured.
6. Grantee shall provide at least five (5) business days’ prior written notice to Grantor before commencing work regarding the excavation, construction, and/or installation, of improvements within the Sanitary Sewer Line Easement Area and/or Water Line

Easement Area, and shall reasonably communicate with Grantor as to the progress of and timing for completing the construction of the improvements while such construction is ongoing.

7. If, during the course of work in or use of the easement areas contemplated herein, Grantee damages or destroys any of Grantor's Property, including without limitation the easement areas, or any improvements existing thereon, then Grantee, at its sole cost and expense, shall promptly repair or replace such property and improvements thereon, as applicable, to the same condition that it was in immediately prior to such damage or destruction.
8. If, during the course of work in or use of the Temporary Easement Area, Grantee damages or destroys any of Grantor's Property, including without limitation the Temporary Easement Area, or any improvements existing thereon, then Grantee, at its sole cost and expense, shall promptly repair or replace such property and improvements thereon, as applicable, to the same condition that it was in immediately prior to such damage or destruction.
9. Grantee shall, as soon as is practical after construction, installation, repair, replacement or maintenance in the Sanitary Sewer Line Easement Area, the Water Line Easement Area, and/or Temporary Easement Area, promptly restore the Grantor's Property to its prior existing condition, which shall include returning such real property to its former grade and restoring the surface to its former condition, and shall use its best efforts to protect trees and minimize any damage to the Grantor's Property and/or surrounding areas. Grantee shall, at its sole expense, restore any trees, landscaping, driveways or pedestrian pathways to a condition substantially equal to the condition existing prior to Grantee's entry onto Grantor's Property, or property adjacent thereto.
10. It is acknowledged by Grantee that the Sanitary Sewer Line Easement Area, the Water Line Easement Area, and Temporary Easement Area are subject to certain real property restrictions which state "Preserved Area No Cutting with the exception of Drain Tiles, Utility Lines and Walkway" which is recorded in Official Record Book volume 187 page 548 the official records of the Delaware County, Ohio Recorder's Office. ("**Restrictions**"). The Grantee acknowledges being fully advised of these Restrictions by the Grantor and has determined in its sole discretion that the construction and installation of sanitary sewer and water utility improvements are expressly permitted. Grantee therefore expressly assumes the risk of any legal challenge and the outcome therefrom based upon actions or omissions of Grantee, its contractors, or any others working by or through Grantee that are in violation of said Restrictions and Grantee agrees to indemnify and defend Grantor for any claim (including litigation) which is not the result of the act of Grantor or those acting by or through Grantor that seeks to stop, delay/preclude or requests damages for the construction of the sanitary sewer and/or water utility improvements on the basis of the Restrictions. The Consideration paid herein shall be non-refundable despite the commencement or the outcome of any potential legal challenge.
11. This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. If any provision of this Easement Agreement or application of that provision to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Easement Agreement or the application of the provision to the other person or circumstances, shall not be affected and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement Agreement contains all of the agreements, understandings, and promises between the parties with respect to the subject matter of the Sanitary Sewer Line Easement, the Water Line Easement and the Temporary Easement, and there are no agreements, understandings, or promises between the parties

with respect to the subject matter hereof other than those set forth in this Easement Agreement. This Easement Agreement may not be amended except by a written instrument signed by the then fee owner of the relevant easement area and Grantee or its successors or assigns. This Easement Agreement may be executed in two or more counterparts and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original instrument.

12. The terms of this instrument shall inure to the benefit of and be binding on the respective successors, assigns, heirs, executors, administrators, lessees, tenants and licensees of the Grantor and the Grantee.

*[Signatures on Following Pages]*

AGREED:

GRANTOR:

The Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OLENTANGY LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION,  
DELAWARE AND FRANKLIN  
COUNTIES, OHIO

By: \_\_\_\_\_  
Mindy Patrick, President

By: \_\_\_\_\_  
Mark T. Raiff, Superintendent

By: \_\_\_\_\_  
Emily Hatfield, Treasurer

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mindy Patrick, known and known to be President of the Board of Education of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be 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  
COUNTY OF DELAWARE ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mark T. Raiff, known and known to be the Superintendent of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for himself and on behalf of said School District, to be his voluntary act and deed, and the voluntary act and deed of said School District.

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

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

[Notary Seal]

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Emily Hatfield known and known to be the Treasurer of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be her voluntary act and deed, and the voluntary act and deed of said School District.

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

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

[Notary Seal]

GRANTEE:

LONGHILL LIMITED PARTNERSHIP II,  
an Ohio Limited Partnership

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_, the \_\_\_\_\_ of LONGHILL  
LIMITED PARTNERSHIP II, an Ohio Limited Partnership, on behalf of the company.

IN WITNESS WHEREOF, I hereto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



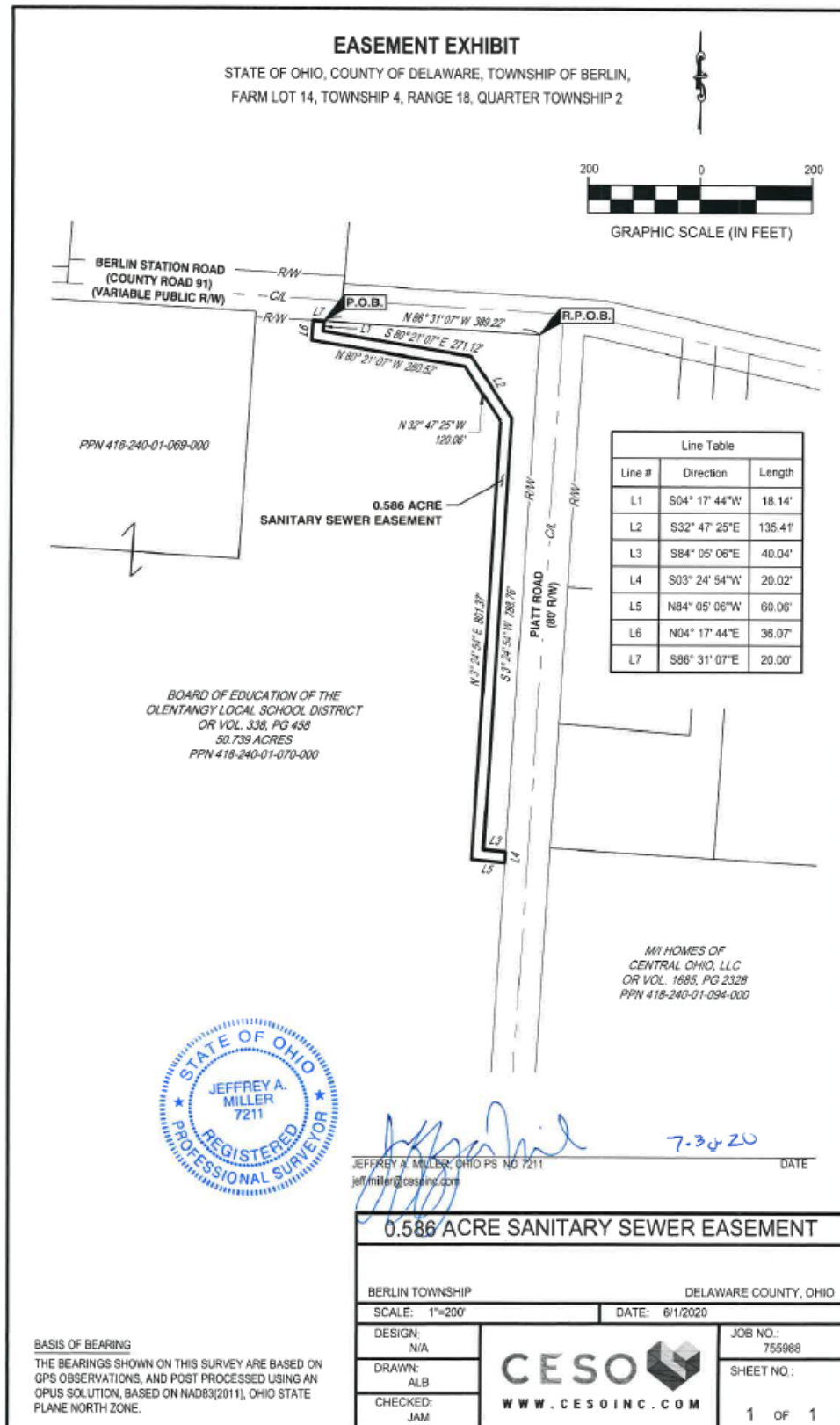
## EXHIBIT A



EXHIBIT B



# EXHIBIT C





## EXHIBIT C-1

### Sanitary Sewer Easement 0.586 Acres

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 14, Township 4, Range 18, Quarter Township 2 and being all out of that original 50.739 acre tract of land as conveyed to Board of Education of the Olentangy Local School District of record in Official Record Volume 338, Page 458, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

**Beginning for reference** at the right of way intersection of the southerly right of way line of Berlin Station Road and the westerly right of way line of Platt Road and being the northeast corner of said 50.739 acre tract;

Thence North 86°31'07" West with said southerly right of way line a distance of 389.22 feet to the **True Point of Beginning**;

Thence through said 50.739 tract the following courses:

South 04°17'44" West a distance of 18.14 feet to a point;

South 80°21'07" East a distance of 271.12 feet to a point;

South 32°47'25" East a distance of 135.41 feet to a point;

South 03°24'54" West a distance of 788.76 feet to a point;

South 84°05'06" East a distance of 40.04 feet to a point on said westerly right of way line;

Thence South 03°24'54" West with said westerly right of way a distance of 20.02 feet to a point;

Thence through said 50.739 tract the following courses:

North 84°05'06" West a distance of 60.06 feet to a point;

North 03°24'54" East a distance of 801.37 feet to a point;

North 32°47'25" West a distance of 120.06 feet to a point;

North 80°21'07" West a distance of 280.52 feet to a point;

North 04°17'44" East a distance of 36.07 feet to a point on said southerly right of way line;


Thence South 86°31'07" East with said southerly right of way a distance of 20.00 feet to the **True Point of Beginning** and containing **0.586** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a GPS observations, and post processed using an OPUS solution, based on NAD83(2011), Ohio State Plane North Zone.



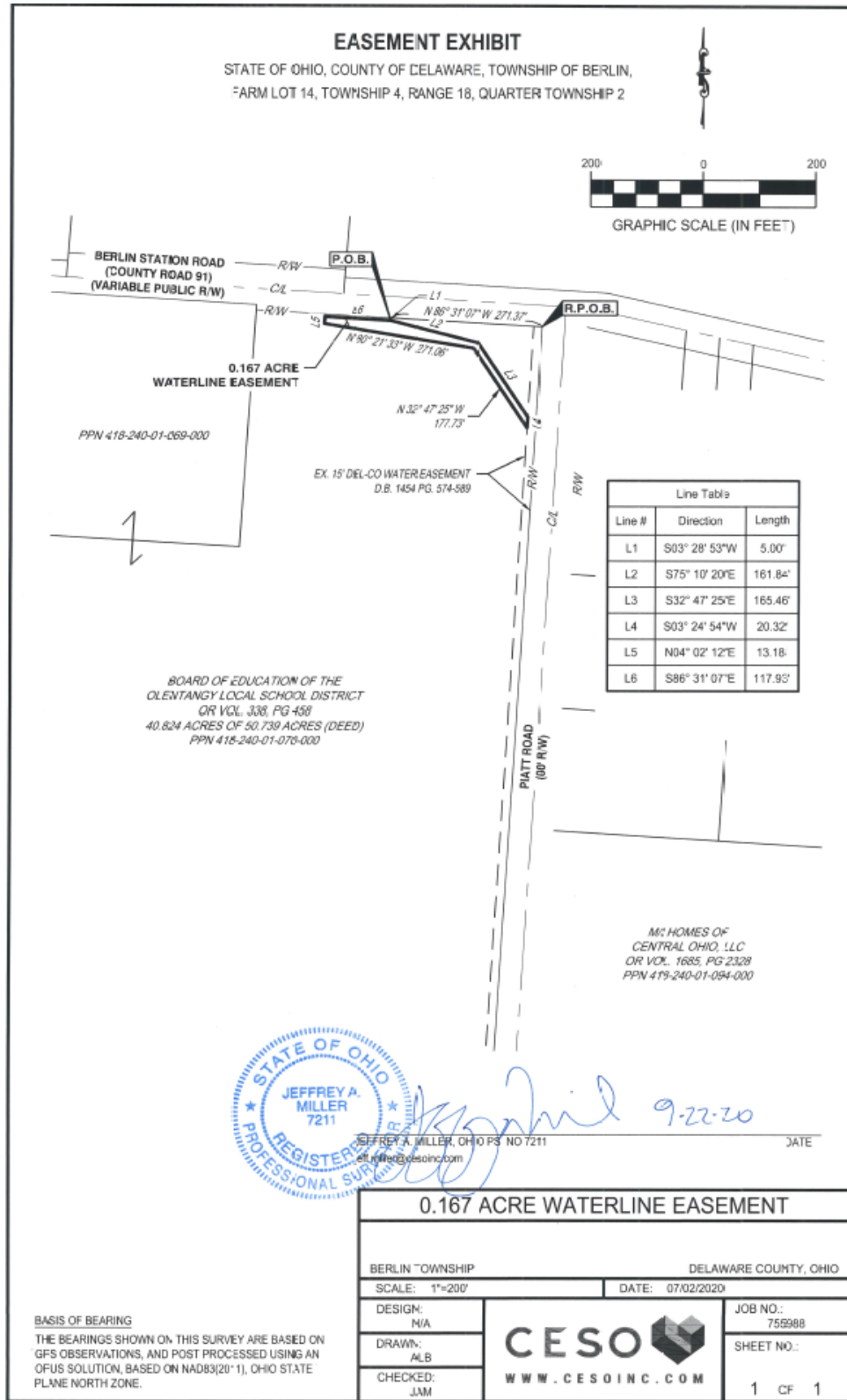
CESO, Inc.

  
Jeffrey A. Miller, P.S.  
Registered Surveyor No. 7211



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## EXHIBIT D



**EXHIBIT D-1**  
**Waterline Easement**  
**0.167 Acres**

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 14, Township 4, Range 18, Quarter Township 2 and being all out of that original 50.739 acre tract of land as conveyed to Board of Education of the Olentangy Local School District of record in Official Record Volume 338, Page 458, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

**Beginning for Reference** at the right of way intersection of the southerly right of way line of Berlin Station Road and the westerly right of way line of Piatt Road and being the northeast corner of said 50.739 acre tract;

Thence North 86°31'07" West with said southerly right of way line a distance of 271.37 feet to a point;

Thence South 03°28'53" West through said 50.739 acre tract a distance of 5.00 feet to the **True Point of Beginning**;

Thence through said 50.739 tract the following courses:

South 75°10'20" East a distance of 161.84 feet to a point;

South 32°47'25" East a distance of 165.46 feet to a point

South 03°24'54" West a distance of 20.32 feet to a point;

North 32°47'25" West a distance of 177.73 feet to a point;

North 80°21'33" West a distance of 271.06 feet to a point;

North 04°02'12" East a distance of 13.18 feet to a point;

Thence South 86°31'07" East a distance of 117.93 feet to the **True Point of Beginning** and containing **0.167** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a GPS observations, and post processed using an OPUS solution, based on NAD83(2011), Ohio State Plane North Zone.

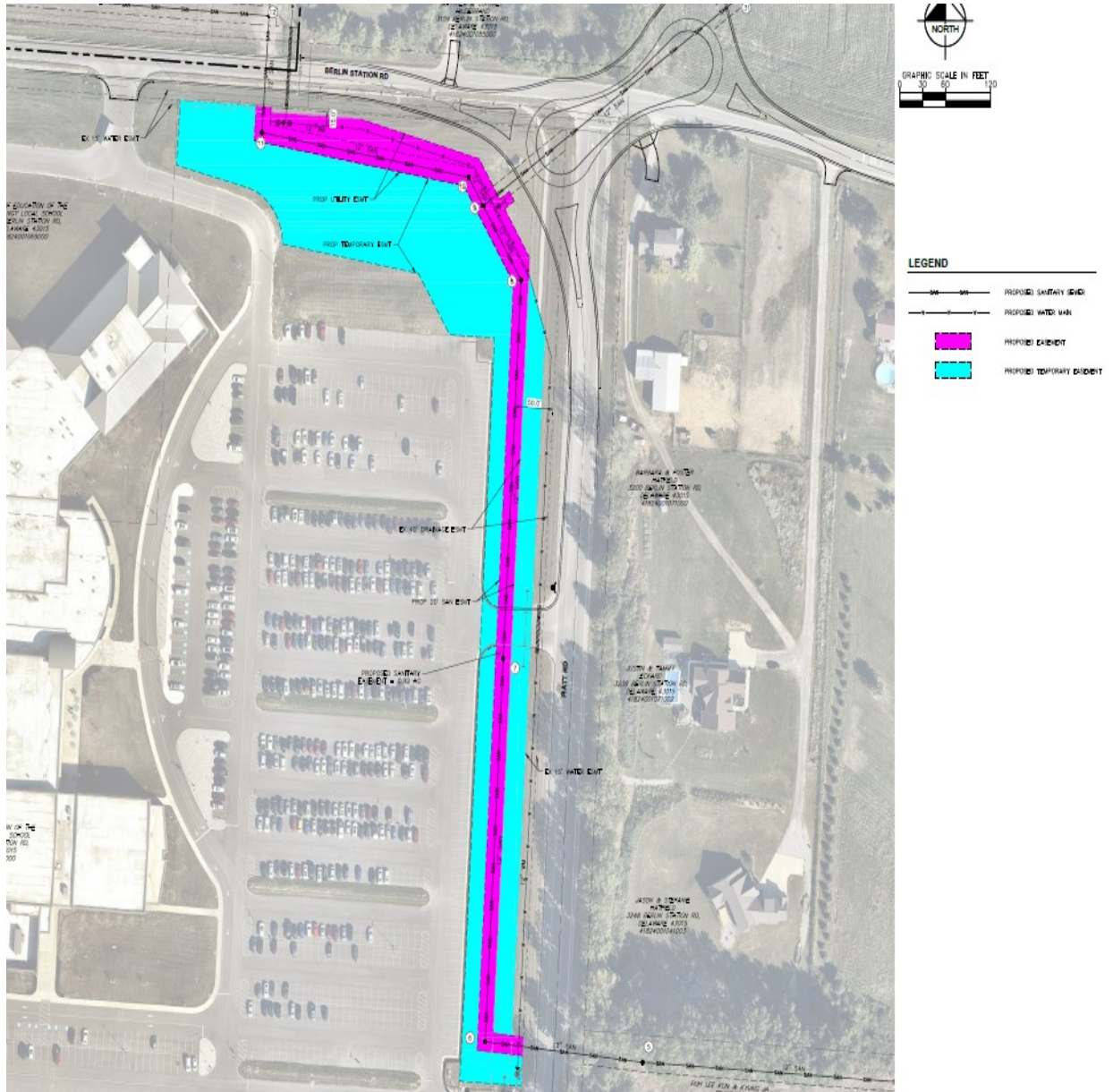


CESO, Inc.

Jeffrey A. Miller, PS  
Registered Surveyor No. 7211









### **TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Grantor"), for good and valuable consideration received from **LONGHILL LIMITED PARTNERSHIP II**, 4050 Lyon Dr., Columbus, Ohio 43220 ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its successors and assigns a temporary, non-exclusive easement in, over, under, across, and through the following described real property (the "Easement Area"), for the purposes set forth herein:

**See depiction in Exhibit A, attached hereto and incorporated herein by reference.**

The Easement Area burdens a portion of the real property (the "Property") identified as follows:

DELAWARE COUNTY PARCEL No.: 41824001070000

The parties acknowledge that the Easement Area is immediately adjacent to one or more permanent easements granted by Grantor to Grantee in a separate instrument for the purposes of constructing and installing certain sanitary sewer lines and/or water lines and other improvements and appurtenances related the foregoing (collectively the "Infrastructure"). Grantee and its agents, contractors, and assigns, at no cost or expense to Grantor, shall be permitted to perform the following within the Easement Area as may be necessary to install and construct any Infrastructure that is permitted to be installed within any adjacent permanent easements: (i) temporary grading, (ii) permanent grading as may be necessary to bring the grade of the Easement Area to an elevation consistent with that which existed prior to Grantee's entry, (iii) temporary stockpiling of soils, (iv) the temporary storage of equipment and materials, and (vi) the transit of construction vehicles and equipment (collectively the "Permitted Work"). The Permitted Work shall be completed in accordance with all applicable legal requirements and specifications of Delaware County, Ohio, and any other local, state, and federal government requirements and specifications that may be applicable. This instrument and the rights granted hereunder shall expire on the first anniversary of the commencement of the construction of the Infrastructure, without further action being

required by Grantor or Grantee. Grantee shall provide Grantor with written notice of the commencement of such construction once it occurs.

Grantee agrees that it shall restore any real property that is damaged by the exercise of any rights being provided in its favor under this easement, including the re-seeding of any disturbed areas with an appropriate grass mix. Such restoration shall occur within a reasonable amount of time after construction of the Infrastructure is complete and shall be undertaken so as to return the damaged real property to the same or substantially similar condition as existed prior to the occurrence of the damage. Grantee or its contractors shall be required to obtain, and keep in full force and effect during all times while this easement is effective, liability insurance coverage covering all acts and omissions of Grantee or those acting for or through Grantee in amounts that are customary for such purposes in Delaware County, Ohio. Grantee shall hold Grantor harmless in the event that the Grantee, and/or its employees, agents or contractors are found to be liable in connection with their acts or omissions under this easement.

Grantee shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Grantor's Property by Grantor during Grantee's excavation, construction, installation, and/or maintenance related to said improvements. Such efforts shall include, but will be in no way limited to, requesting and receiving prior approval from Grantor for any such excavation, construction, installation, and/or maintenance that will, in Grantor's sole discretion, in any way block, obstruct, interfere with, or otherwise impair the points of ingress or egress from Grantor's Property or buildings.

The easement granted hereunder shall run with and be appurtenant to the real property to which it applies and shall be binding upon Grantor and Grantee and their respective successors and assigns in interest. Grantor reserves the right to utilize the Easement Area for any and all purposes that do not unreasonably interfere with the rights granted to Grantee hereunder, as determined by Grantee in its reasonable discretion.

Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Area and that Grantor has the good, right, and full power to grant the easement described herein as it relates to such real property. This Easement shall not be modified or amended except in a writing signed by both parties hereto.

**[SIGNATURE PAGES FOLLOW]**

GRANTOR:

The Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OLENTANGY LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION,  
DELAWARE AND FRANKLIN  
COUNTIES, OHIO

By: \_\_\_\_\_  
Mindy Patrick, President

By: \_\_\_\_\_  
Mark T. Raiff, Superintendent

By: \_\_\_\_\_  
Emily Hatfield, Treasurer

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mindy Patrick, known and known to be President of the Board of Education of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be 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  
COUNTY OF DELAWARE ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mark T. Raiff, known and known to be the Superintendent of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for himself and on behalf of said School District, to be his voluntary act and deed, and the voluntary act and deed of said School District.

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

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

[Notary Seal]

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Emily Hatfield known and known to be the Treasurer of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be her voluntary act and deed, and the voluntary act and deed of said School District.

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

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

[Notary Seal]

GRANTEE:

LONGHILL LIMITED PARTNERSHIP II,  
an Ohio Limited Partnership

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

Name: \_\_\_\_\_

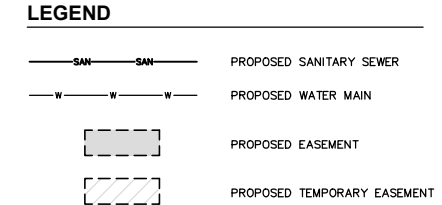
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_, the \_\_\_\_\_ of LONGHILL  
LIMITED PARTNERSHIP II, an Ohio Limited Partnership, on behalf of the company.

IN WITNESS WHEREOF, I hereto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



Drawing name: K:\G.B.\_DEV\190039000\_Longhill Limited\_Berlin Station\_2 Design\CAD\Exhibits\Berlin HS ESM.T.dwg    Layout1    Jun 16, 2020 4:22pm    by: Mike.Reeves

### **SANITARY EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, the Board of Education of the Olentangy Local School District, the “Grantor,” for good and valuable consideration to it paid by the Board of County Commissioners of Delaware County, Ohio, “Grantee,” having a mailing address of 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual, exclusive sanitary easement over, through, under, within, upon, and across the area described on the attached Exhibit “A,” together with ingress and egress over reasonable routes across Grantor’s tracts that adjoin the easement area when exercising the purposes of this easement, solely for construction, operation and maintenance of public and or private sanitary sewers, sanitary sewer service connections, sanitary force mains, sanitary manholes, sanitary valves, and other sanitary appurtenances (collectively, the “Easement Area Improvements”).

No other utility shall be located within the sanitary easement except for crossings as described herein; right angle or near right angle utility crossings (“near right angle” is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary line and over, across, under, or through this sanitary easement are not restricted, except that all utility crossings under the sanitary sewer or force main shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; any landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features placed within the sanitary easement without approval may be removed at any time by the Delaware County Sanitary Engineer or his or her representatives; and the cost of restoration thereof shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor’s heirs, representatives, successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the sanitary sewer or force main within the sanitary easement shall be subject to approval of the Delaware County Sanitary Engineer; the Delaware County Sanitary Engineer reserves the right to require that all earthwork within the sanitary easement be graded to such a level that will, in his or her

opinion, not jeopardize the structural integrity of or limit the County's reasonable access to the sanitary sewer or force main.

Grantee shall construct, operate and maintain all Easement Area Improvements at its sole cost and expense, and shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Grantor's property by Grantor during Grantee's work to construct, operate, and maintain the Easement Area Improvements. The easement granted herein shall not be used for any other purpose.

Grantee shall, as soon as is practical after construction, operation, and/or maintenance in the Easement Area, promptly restore Grantor's property to its prior existing condition, which shall include returning the Easement Area to its former grade and restoring the surface to its former condition, and shall use its best efforts to protect trees and minimize any damage to Grantor's property and/or surrounding areas. Grantee shall, at its sole expense, restore any trees, landscaping, surface grading, driveways, or pedestrian pathways to a condition substantially equal to the condition existing prior to Grantee's entry onto or use of the Easement Area or property adjacent thereto.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor for itself and its successors and assigns, hereby covenants with said Grantee, its successors and assigns, that it is the true and lawful owner of said premises as recorded in Deed Volume 338 page 458 of Delaware County Recorder's Office, and is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances, except: (a) easements, mortgages, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable. Such easements are granted in perpetuity.

The Grantor has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OLENTANGY LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION,  
DELAWARE AND FRANKLIN  
COUNTIES, OHIO

By: \_\_\_\_\_  
Mindy Patrick, President

By: \_\_\_\_\_  
Mark T. Raiff, Superintendent

By: \_\_\_\_\_  
Emily Hatfield, Treasurer



STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mindy Patrick, known and known to be President of the Board of Education of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be her voluntary act and deed, and the voluntary act and deed of said School District.

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

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

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mark T. Raiff, known and known to be the Superintendent of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for himself and on behalf of said School District, to be his voluntary act and deed, and the voluntary act and deed of said School District.

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

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

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Emily Hatfield known and known to be the Treasurer of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be her voluntary act and deed, and the voluntary act and deed of said School District.

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

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

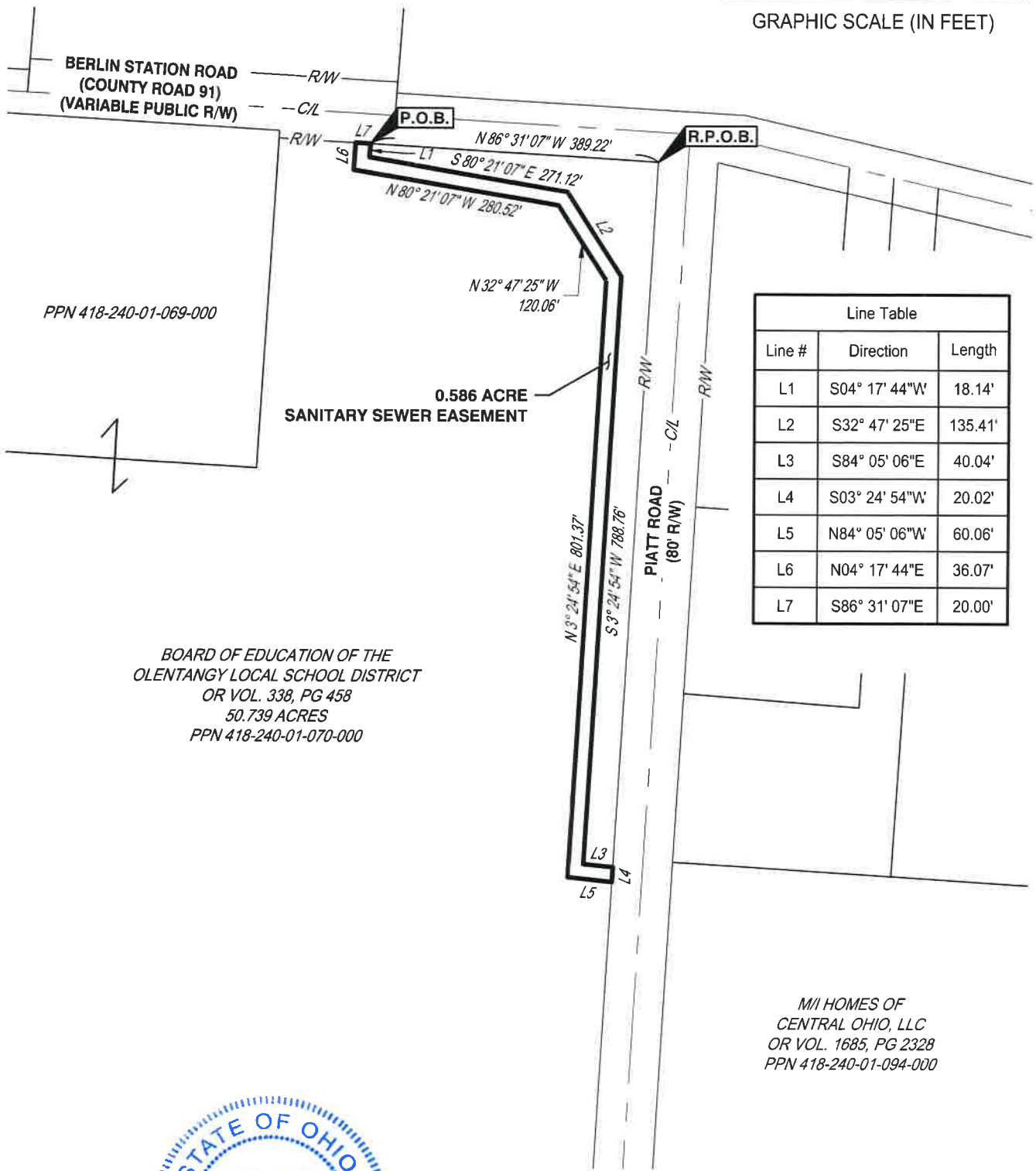
This instrument prepared by:  
Aaron L. Underhill, Esq.  
Underhill & Hodge LLC  
8000 Walton Parkway, Suite 260  
New Albany, Ohio 43054

EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF BERLIN,  
FARM LOT 14, TOWNSHIP 4, RANGE 18, QUARTER TOWNSHIP 2



GRAPHIC SCALE (IN FEET)



Line Table		
Line #	Direction	Length
L1	S04° 17' 44\"W'	18.14'
L2	S32° 47' 25\"E'	135.41'
L3	S84° 05' 06\"E'	40.04'
L4	S03° 24' 54\"W'	20.02'
L5	N84° 05' 06\"W'	60.06'
L6	N04° 17' 44\"E'	36.07'
L7	S86° 31' 07\"E'	20.00'

BOARD OF EDUCATION OF THE  
OLENTANGY LOCAL SCHOOL DISTRICT  
OR VOL. 338, PG 458  
50.739 ACRES  
PPN 418-240-01-070-000

M/I HOMES OF  
CENTRAL OHIO, LLC  
OR VOL. 1685, PG 2328  
PPN 418-240-01-094-000



JEFFREY A. MILLER, OHIO PS NO 7211  
jeff.miller@cesoinc.com

7-30-20

DATE

0.586 ACRE SANITARY SEWER EASEMENT

BERLIN TOWNSHIP

DELAWARE COUNTY, OHIO

SCALE: 1"=200'

DATE: 6/1/2020

DESIGN:  
N/A

DRAWN:  
ALB

CHECKED:  
JAM



JOB NO.:  
755988

SHEET NO.:

1 OF 1

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON  
GPS OBSERVATIONS, AND POST PROCESSED USING AN  
OPUS SOLUTION, BASED ON NAD83(2011), OHIO STATE  
PLANE NORTH ZONE.

## Sanitary Sewer Easement 0.586 Acres

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 14, Township 4, Range 18, Quarter Township 2 and being all out of that original 50.739 acre tract of land as conveyed to Board of Education of the Olentangy Local School District of record in Official Record Volume 338, Page 458, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

**Beginning for reference** at the right of way intersection of the southerly right of way line of Berlin Station Road and the westerly right of way line of Piatt Road and being the northeast corner of said 50.739 acre tract;

Thence North 86°31'07" West with said southerly right of way line a distance of 389.22 feet to the **True Point of Beginning**;

Thence through said 50.739 tract the following courses:

South 04°17'44" West a distance of 18.14 feet to a point;

South 80°21'07" East a distance of 271.12 feet to a point;

South 32°47'25" East a distance of 135.41 feet to a point;

South 03°24'54" West a distance of 788.76 feet to a point;

South 84°05'06" East a distance of 40.04 feet to a point on said westerly right of way line;

Thence South 03°24'54" West with said westerly right of way a distance of 20.02 feet to a point;

Thence through said 50.739 tract the following courses:

North 84°05'06" West a distance of 60.06 feet to a point;

North 03°24'54" East a distance of 801.37 feet to a point;

North 32°47'25" West a distance of 120.06 feet to a point;

North 80°21'07" West a distance of 280.52 feet to a point;

North 04°17'44" East a distance of 36.07 feet to a point on said southerly right of way line;

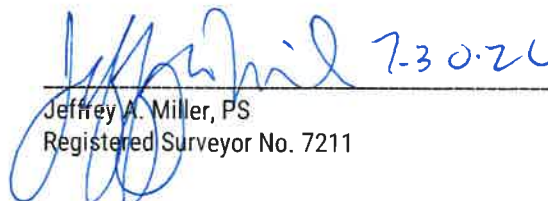
Thence South 86°31'07" East with said southerly right of way a distance of 20.00 feet to the **True Point of Beginning** and containing **0.586** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a GPS observations, and post processed using an OPUS solution, based on NAD83(2011), Ohio State Plane North Zone.



CESO, Inc.

 7-30-20  
\_\_\_\_\_  
Jeffrey A. Miller, PS  
Registered Surveyor No. 7211



**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that The Board of Education of the Olentangy Local School District, hereinafter called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTORS in the State of Ohio, County of Delaware, Township of Berlin, and more particularly described as follows, to wit:

<u>Parcel Number</u>	<u>Legal</u>	<u>Acreage</u>
418-240-01-070-000	18-4-2 part of farm lot 14	40.824 acres (of 50.739 acres original)

which property is located on the west side of Piatt Road, and the South side of Berlin Station Road, and the mailing address of which property is 3140 Berlin Station Road, Delaware, Ohio, together with the right of ingress and egress over the GRANTOR'S adjacent lands, for the purpose of which the above-mentioned rights are granted. GRANTOR reserves all surface rights to the area that is subject to this easement.

GRANTOR has determined that the easement granted herein is not presently needed for school purposes and cannot be advantageously disposed by sale. The easement hereby granted shall be limited to the widths and dimensions as described in Exhibit "A", and shall be centered on and parallel with the centerline of the water lines as finally laid and constructed across the lands of the within GRANTOR, said lines to be constructed as near as possible to the center of the easement as shown in Exhibit "A."

The property conveyed herein is being acquired by GRANTEE to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the easement. The property shall not be used for any other purpose. GRANTEE shall construct and maintain all easement area improvements as its sole cost and expense and shall use commercially reasonable efforts to minimize interference with the use and occupancy of the property by GRANTOR during GRANTEE's work to construct the easement.

The GRANTEE shall replace and restore any area on GRANTOR's property disturbed by the construction, operation, and maintenance of the easement area improvements to its original condition. This includes, but not limited to, GRANTEE's obligation to pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTOR, one to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and

assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated.

The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10') horizontal separation and two feet (2') vertical separation zones and other buried utilities within a distance of five feet (5') horizontal separation and two feet (2') vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR and GRANTOR'S successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands, that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record, and that the undersigned has authority to act on GRANTOR'S behalf.

IN WITNESS WHEREOF, the said Board of Education of the Olentangy Local School District have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Mindy Patrick, President

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

STATE OF OHIO  
COUNTY OF DELAWARE ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Mindy Patrick, known and known to be President of the Board of Education of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be 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  
COUNTY OF DELAWARE ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Olentangy Local School District Board of Education, Delaware and Franklin Counties, Ohio, by Emily Hatfield, known and known to be Treasurer of the Board of Education of said School District and duly authorized in the premises, who acknowledges the signing and sealing of the said EASEMENT for herself and on behalf of said School District, to be her voluntary act and deed, and the voluntary act and deed of said School District.

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_[Notary Seal]

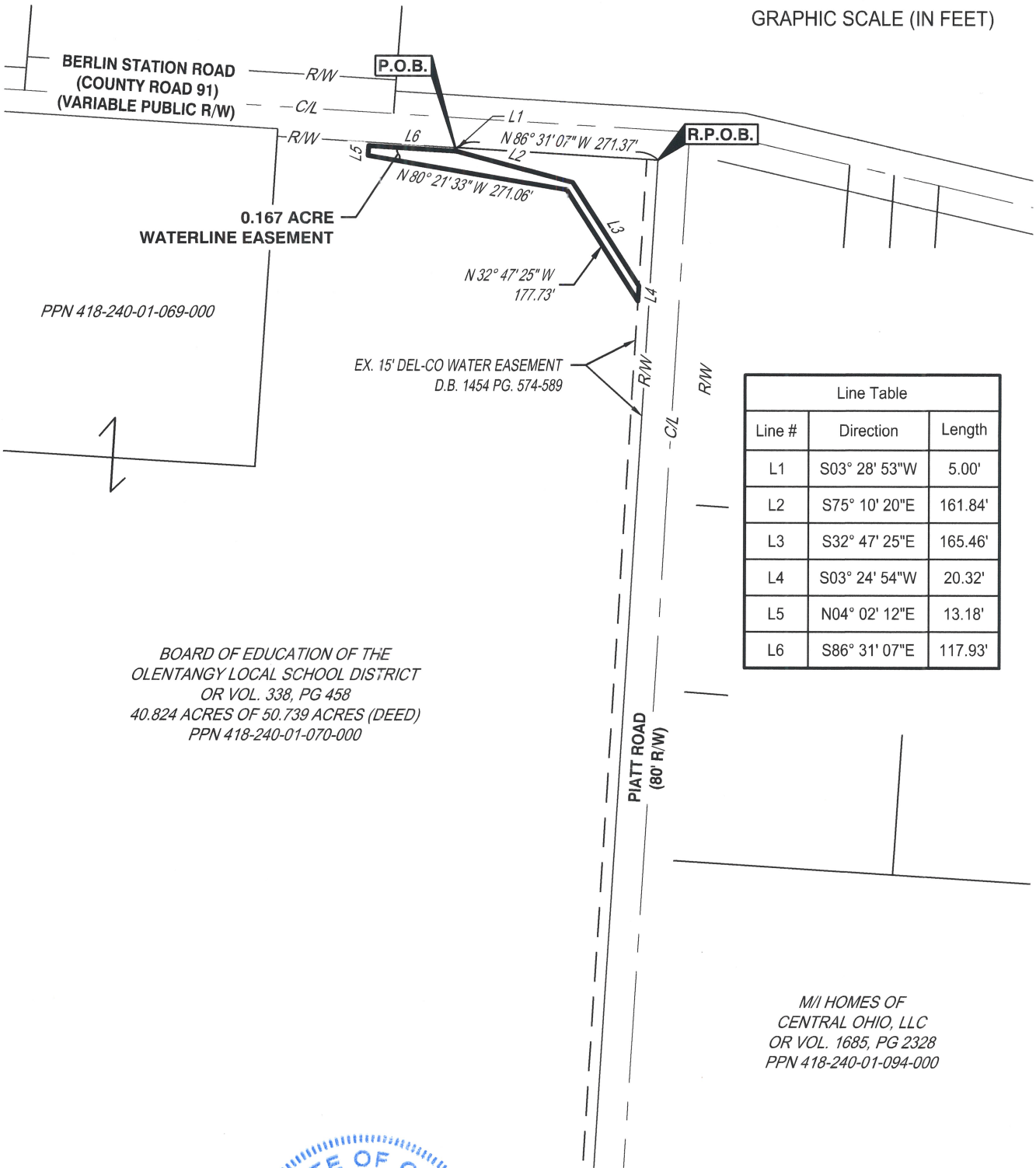
Prepared by:  
Del-Co Water Co., Inc.  
6658 Olentangy River Road  
Delaware, Ohio 43015

EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF BERLIN,  
FARM LOT 14, TOWNSHIP 4, RANGE 18, QUARTER TOWNSHIP 2



GRAPHIC SCALE (IN FEET)



Line Table		
Line #	Direction	Length
L1	S03° 28' 53"W	5.00'
L2	S75° 10' 20"E	161.84'
L3	S32° 47' 25"E	165.46'
L4	S03° 24' 54"W	20.32'
L5	N04° 02' 12"E	13.18'
L6	S86° 31' 07"E	117.93'

BOARD OF EDUCATION OF THE  
OLENTANGY LOCAL SCHOOL DISTRICT  
OR VOL. 338, PG 458  
40.824 ACRES OF 50.739 ACRES (DEED)  
PPN 418-240-01-070-000

M/I HOMES OF  
CENTRAL OHIO, LLC  
OR VOL. 1685, PG 2328  
PPN 418-240-01-094-000



JEFFREY A. MILLER, OHIO PS NO 7211  
jeff.miller@cesoinc.com

DATE

0.167 ACRE WATERLINE EASEMENT

BERLIN TOWNSHIP

DELAWARE COUNTY, OHIO

SCALE: 1"=200'

DATE: 07/02/2020

DESIGN:

N/A

DRAWN:

ALB

CHECKED:

JAM



JOB NO.:  
755988

SHEET NO.:

1 OF 1

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON  
GPS OBSERVATIONS, AND POST PROCESSED USING AN  
OPUS SOLUTION, BASED ON NAD83(2011), OHIO STATE  
PLANE NORTH ZONE.



Exhibit A, Page 2 of 2

## Waterline Easement

0.167 Acres

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 14, Township 4, Range 18, Quarter Township 2 and being all out of that original 50.739 acre tract of land as conveyed to Board of Education of the Olentangy Local School District of record in Official Record Volume 338, Page 458, all deed references refer to the Records of the Recorder's Office, Delaware County, Ohio, and described as follows:

**Beginning for Reference** at the right of way intersection of the southerly right of way line of Berlin Station Road and the westerly right of way line of Piatt Road and being the northeast corner of said 50.739 acre tract;

Thence North 86°31'07" West with said southerly right of way line a distance of 271.37 feet to a point;

Thence South 03°28'53" West through said 50.739 acre tract a distance of 5.00 feet to the **True Point of Beginning**;

Thence through said 50.739 tract the following courses:

South 75°10'20" East a distance of 161.84 feet to a point;

South 32°47'25" East a distance of 165.46 feet to a point

South 03°24'54" West a distance of 20.32 feet to a point;

North 32°47'25" West a distance of 177.73 feet to a point;

North 80°21'33" West a distance of 271.06 feet to a point;

North 04°02'12" East a distance of 13.18 feet to a point;

Thence South 86°31'07" East a distance of 117.93 feet to the **True Point of Beginning** and containing **0.167** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a GPS observations, and post processed using an OPUS solution, based on NAD83(2011), Ohio State Plane North Zone.



CESO, Inc.

Jeffrey A. Miller, PS  
Registered Surveyor No. 7211





## **JOINT-PROJECT FUNDING AGREEMENT**

This Agreement ("Agreement") is between the Del-Co Water Company, Inc., an Ohio not-for-profit corporation ("Del-Co"), and the Olentangy Local School District ("OLSD") to establish funding for a project ("Project") to construct a water service transmission line.

### **RECITALS**

The OLSD wishes to develop a certain real property ("Property"); and

Del-Co is willing to finance and construct a water transmission line to serve the Property.

**NOW, THEREFORE**, the parties agree as follows:

1. OLSD is seeking to develop the Property with a new elementary school. The Property is located in Berlin Township, is owned by Peachblow Land LLC, and is commonly known as 4458 North Road, Delaware County Auditor's parcel number 418-330-01-014-000 (145.432+/- acres).

2. OLSD and Del-Co agree that the Project is necessary to provide adequate water pressure & flow necessary to serve the Property.

3. OLSD and Del-Co agree that the Project is defined as the construction of 12-inch & 8-inch water mains extending adjacent to the right-of-way to future North Road to connect into an existing 16-inch water main, approximately 2,600 feet south of the new elementary school, and is depicted on Exhibit "A", and incorporated herein.

4. Del-Co and OLSD hereby agree that the construction costs for the Project are estimated to be \$154,987.00 as of the effective date of this Agreement.

5. Del-Co and OLSD hereby agree to each participate in the Project, to be constructed and financed by Del-Co but with fifty percent (50%) of the actual Project costs repaid to Del-Co by OLSD at the completion of construction.

6. OLSD shall provide engineering services at their sole expense, including approved construction plans, staking, and engineering support during the waterline installation. Del-Co shall, at its sole expense, provide any necessary project management and inspection to construct the project, and no reimbursement of these costs will be provided by OLSD.

7. This Agreement, including the obligations set forth herein, shall run with the land and be an encumbrance thereon, and shall be binding upon the heirs and beneficiaries of any of the signatories and shall survive the death of any person signing this Agreement, and shall be enforceable by specific performance or mandatory injunction as well as any other available remedy in law or in equity. Del-Co may, at its cost and expense, either record this Agreement as

part of an affidavit of title, or record an affidavit of title setting forth a summary or a quotation of this Agreement.

8. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Ohio. Should legal action be necessary to enforce or interpret this Agreement, such action shall be brought only in the courts in Delaware County, Ohio (the county where the Property is located).

9. This Agreement contains the entire understanding among the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. This Agreement may not be amended or terminated except by written agreement signed by all the parties.

10. This Agreement may be signed by the parties hereto in several counterpart(s). Delivery of a photocopy, telecopy, or electronic format (such as .pdf) of the executed counterpart(s) of this Agreement shall be effective as delivery of a manually executed original counterpart of this Agreement.

11. Should legal action be necessary, the prevailing party or parties therein shall be entitled to, from the unsuccessful party or parties, reasonable attorney fees and other costs incurred in that action, in addition to any other relief to which it or they may be entitled.

12. This Agreement shall become effective upon the last date executed by all parties whose signatures are required below.

[Balance of Page Intentionally Left Blank – Signatures to Follow]

**Del-Co Water Company, Inc.**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Glenn Marzluf, General Manager

State of Ohio, County of Delaware, ss.:

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by **Glenn Marzluf**, General Manager of Del-Co Water Company, Inc., who acknowledged that the signing of the foregoing Agreement was his and its voluntary act and deed.

In testimony thereof I have hereunto set my hand and official seal on the date last written.

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

**Olentangy Local School District Board of Education**

\_\_\_\_\_  
Date By \_\_\_\_\_  
Mindy J. Patrick, President

\_\_\_\_\_  
Date By \_\_\_\_\_  
Emily Hatfield, Treasurer

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by **Mindy J. Patrick**, President of the Board of Education of the Olentangy Local School District, who acknowledged that the signing of the foregoing Agreement was her and its voluntary act and deed.

In testimony thereof I have hereunto set my hand and official seal on the date last written.

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

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by **Emily Hatfield**, Treasurer of the Olentangy Local School District, who acknowledged that the signing of the foregoing Agreement was her and its voluntary act and deed.

In testimony thereof I have hereunto set my hand and official seal on the date last written.

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

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



October 1, 2020

Mr. Jeff Gordon  
Director of Business Management and Facilities  
Olentangy Local School District  
Administrative Offices  
7840 Graphics Way  
Lewis Center, Ohio 43035

**Re:    *Elementary School No. 16***  
      ***Off-Site Sanitary Improvements***  
      ***Bid Results***

Dear Mr. Gordon:

Bids were received for the above referenced project on October 1, 2020 and attached you will find a copy of the Bid Tabulation outlining each bid for your review. The bids ranged from a low bid of \$239,260.35 to a high bid of \$318,850.00 as compared to the Opinion of Probable Construction Cost of \$296,000.00.

The low bidder for this improvement is Trucco Construction, of Delaware, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

**CT CONSULTANTS, INC.**

A handwritten signature in blue ink that reads 'J. Wesley Hall'.

J. Wesley Hall, P.E.  
*Principal*

JWH/saa

Enclosures

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