

Auburn Vocational School District BOARD OF EDUCATION

Minutes of December 13, 2018

The December 13, 2018 special meeting of the Auburn Vocational School District was called to order by Mr. Walter at 5:30 p.m.

Upon roll call, the following members were present:

Mrs. Brush	Mr. Kent	Mr. Walter
Dr. Culotta	Mr. Klima	Mrs. Wheeler
Mrs. Javins	Dr. Kolkowski	

Absent: Mr. Miller, Mr. Sedivy, and Mr. Stefanko

Administrators: Brian Bontempo and Sherry Williamson

171-18 Approve Agenda

A motion was made by Mr. Klima and seconded by Mr. Kent to approve the December 13, 2018 agenda.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed.

172-18 Approve to Recess into Executive Session

Board Member Mr. Kent moved for the Board to recess into consecutive executive session at 5:32 p.m. pursuant to R.C. 121.22(G) to consider the appointment, employment, and compensation of public employees and officials.

Upon conclusion of these executive sessions at 5:48 p.m., the Board President will gavel the Board back into open session at this location. All matters discussed in these executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Board Member Dr. Culotta seconded the motion.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,
Dr. Kolkowski, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed.

**173-18 Joint Resolution to Terminate any and All Shared Service
Agreements**

Board Member Mrs. Wheeler moved the adoption of the following resolution:

WHEREAS, the Governing Board and Board entered into certain shared service agreements including, but not limited to, shared service agreements with respect to the Superintendent and Treasurer.

WHEREAS, the Governing Board and Board desire to terminate these shared service agreements effective at 12:00 p.m., on December 31, 2018.

NOW THEREFORE BE IT JOINTLY RESOLVED, by the Governing Board and Board that:

1. The Governing Board and Board shall terminate any and all shared service agreements between the Governing Board and Board including, but not limited to, any and all shared service agreements with respect to the Superintendent and Treasurer effective at 12:00 p.m., on December 31, 2018.
2. The termination of any and all shared service agreements between the Governing Board and Board shall become effective at 12:00 p.m., on December 31, 2018.
3. Following the termination of any and all shared services agreements between the Governing Board and Board, the Governing Board shall be the sole employer of Superintendent **Brian Bontempo** until his resignation for retirement purposes at 11:59 p.m., on December 31, 2018.
4. Following the termination of the shared service agreements by the Governing Board and Board, the Governing Board shall be the sole entity responsible for any and all severance payments and/or retirement benefits with respect to Superintendent **Brian Bontempo**.

Board Member Dr. Culotta seconded the motion on behalf of the Auburn Vocational School District Board of Education.

Dr. Brian Kolkowski expressed he is against terminating the Shared Service Agreement.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Walter and Mrs. Wheeler

Nays: Dr. Kolkowski
 Mr. Walter declared the motion passed.

174-18 Resolution to Adopt Amended Board Policies

Board Member Mr. Kent moved the adoption of the following resolution:

1. The Board adopts the following amended policies with respect to the Superintendent and Treasurer:

HOLIDAYS

The Superintendent and Treasurer shall be entitled to paid holiday leave – if any – consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

This policy shall become null and void with respect to the Superintendent effective July 31, 2022, and Treasurer effective July 31, 2020, unless this policy is otherwise amended or repealed.

VACATION LEAVE

The Superintendent shall be entitled to fourteen and a half (14.5) vacation days for the period commencing January 1, 2019, and ending July 31, 2019, and twenty five (25) vacation days for each subsequent three hundred sixty five (365) day contract-year period.



No unused vacation days shall accrue or carry over from year to year with respect to the Superintendent. For example, if Superintendent does not use any paid vacation leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid vacation leave on August 1, 2019. Nor shall Superintendent ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same.

The Treasurer shall be entitled to twenty (20) vacation days for each three hundred sixty five (365) day contract-year period.

Treasurer shall be entitled to carry over a maximum of ten (10) total days of vacation from the previous two (2) years of employment for a maximum accumulation of thirty (30) vacation days. Treasurer shall not ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. Treasurer may convert up to ten (10) days of vacation time for cash in each contract year (i.e., August 1 to July 31) at the *per diem* rate of pay in which the vacation time was earned as set forth in Paragraphs 5(B) and 7(A) of the Treasurer's Contract. Treasurer shall be paid at the *per diem* rate set forth in Paragraphs 5(B) and 7(A) of the Treasurer Contract's for all lawfully accrued and unused vacation leave to Treasurer's credit at the time of separation, not to exceed the amount accrued during the three (3) years before the date of separation.

This policy shall become null and void with respect to the Superintendent effective July 31, 2022, and Treasurer effective July 31, 2020, unless this policy is otherwise amended or repealed.



SICK LEAVE

The Superintendent and Treasurer shall be entitled to sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141.

The Superintendent shall be entitled to use and accumulate up to one hundred twenty (120) sick leave days

The Treasurer shall be entitled to use and accumulate up to three hundred (300) sick leave days.

The Treasurer is eligible for the following sick day redemption program when Treasurer has accumulated over three hundred (300) sick leave days in accordance with R.C. 3319.141:

- a. Treasurer shall be paid the number of unused sick leave days between three hundred (300) and three hundred eighteen (318) days upon her request and at the per diem rate of pay set forth in the Treasurer's Contract.
- b. Eighteen (18) unused sick leave days is the maximum number of unused sick leave days that can be redeemed in any contract year (i.e., August 1 to July 31).

This policy shall become null and void with respect to the Superintendent effective July 31, 2022, and Treasurer effective July 31, 2020, unless this policy is otherwise amended or repealed.

PERSONAL LEAVE

The Superintendent shall be entitled to one and three fourths (1.75) personal days for the period commencing January 1, 2019, and ending July 31, 2019, and three (3) personal days for each subsequent three hundred sixty five (365) day contract-year period.

175-18 Resolution to Appoint and Employ Superintendent

Board Member Mrs. Brush moved the adoption of the following resolution:

1. The Board offers **Brian Bontempo** the Superintendent Contract, a copy of which is attached hereto and incorporated herein, contingent upon the joint resolution of the Board and Lake County Educational Service Center Governing Board ("Governing Board") terminating any and all shared service agreements.
2. The Board appoints and employs **Brian Bontempo** as the Superintendent under an R.C. 3319.01 employment contract for a term commencing on January 1, 2018, and ending July 31, 2020, contingent upon the joint resolution of the Board and Governing Board terminating any and all shared service agreements.
3. The Superintendent Contract specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices regarding the employment of any R.C. 3319.01 employee including, but not limited to, the Superintendent Contract as well as any and all shared service agreements.

Board Member Mr. Kent seconded the motion.

Dr. Kolkowski expressed his disappointment to learn at the last minute that Brian Bontempo would be a retire rehire, and further indicated that his calculations equated to Dr. Bontempo receiving over \$100,000 in retirement, over \$100,000 on this contract and approximately \$80,000 in severance.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Walter and Mrs. Wheeler

Nays: Dr. Kolkowski
Mr. Walter declared the motion passed.

176-18 Resolution to Appoint and Employ Treasurer

Board Member Mr. Klima moved the adoption of the following resolution:

1. The Board currently appoints and employs Treasurer **Sherry Williamson** under an R.C. 3313.22 employment contract.
2. The Board offers **Sherry Williamson** the Treasurer Contract, a copy of which is attached hereto and incorporated herein, contingent upon the joint resolution of Board and the Lake County Educational Service Center Governing Board ("Governing Board") terminating any and all shared service agreements.



Painesville Township Tax Increments

The Board of Township Trustees of Painesville Township, Ohio intends to consider adoption of the TIF Resolution exempting 75% of the improvements with respect to the property from real property taxation for a period of 10 years. (Attachment #X)

NO ACTION REQUIRED.

Bainbridge Township Tax Increments

The Board of Township Trustees of Bainbridge Township, Ohio intends to consider a TIF Resolution exempting 75% of the increase in the assessed value certain real property located in the Township subsequent to the passage of the TIF resolution from real property taxes for a period of 10 years. (Attachment #X1)

NO ACTION REQUIRED.

178-18 Adjourn

A motion was made by Mr. Kent and seconded by Dr. Culotta to adjourn the meeting at 5:59 p.m.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,
Dr. Kolkowski, Mr. Walter and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

Treasurer

Board President

Treasurers Note: The meeting was audio taped and a copy of the tape may be obtained by contacting the Treasurer during the course of normal business hours.

**AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
SUPERINTENDENT/CHIEF EXECUTIVE OFFICER
CONTRACT OF EMPLOYMENT**

This *Superintendent/Chief Executive Officer Contract of Employment* ("Superintendent Contract") is made and entered into on **December 13, 2018**, by and between the Auburn Joint Vocational School District Board of Education ("Board") and Brian Bontempo ("Superintendent") (collectively, "Parties") pursuant to R.C. 3319.01. The Parties agree as follows:

1. ALL PRIOR CONTRACTS SUPERSEDED

This Superintendent Contract specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices regarding the employment of any R.C. 3319.01 employee including, but not limited to, Superintendent and the Board. Effective December 31, 2018, Superintendent shall serve no duties as the Superintendent of the Lake County Educational Service Center Governing Board ("Lake ESC").

2. TERM OF CONTRACT

For the contract period commencing **January 1, 2019**, and ending **July 31, 2022**, Superintendent shall be appointed and employed as the Superintendent/Chief Executive Officer for the Board under R.C. 3319.01 by virtue of this Superintendent Contract with full authority and responsibilities as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Superintendent Contract as may be amended from time to time.

3. PROFESSIONAL LICENSE

Superintendent shall maintain and furnish to the Board evidence of maintaining valid credentials to act as the Superintendent/Chief Executive Officer for the Board in accordance with all applicable laws of the State of Ohio. This Superintendent Contract is subject to the continued proper certification/licensure and bonding of Superintendent.

4. DUTIES OF SUPERINTENDENT/CHIEF EXECUTIVE OFFICER

Superintendent shall dispatch any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board, and shall devote such time and energy as is necessary to meet the Superintendent/Chief Executive Officer obligations and responsibilities for the Board as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be

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amended from time to time, and this Superintendent Contract as may be amended from time to time. **A copy of the current version of Board Policy 1230 ("Superintendent of Schools")**, which may be amended from time to time, is attached hereto and incorporated herein.

5. COMPENSATION

A. Annual Base Salary

1) Base Salary

- a. Commencing January 1, 2019, and ending July 31, 2019, the Board shall pay Superintendent an annual base salary of Seventy One Thousand Six Hundred Dollars and Forty Six Cents (\$71,600.46) in consideration of Superintendent dispatching any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board during this contract period.
- b. Commencing August 1, 2019, and ending July 31, 2022, the Board shall pay Superintendent an annual base salary of One Hundred Twenty Three Thousand Two Hundred Seventy Four Dollars and Thirty Seven Cents (\$123,274.37) in consideration of Superintendent dispatching any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board during this three hundred sixty five (365) day contract-year period.

2) No Automatic Annual Base Salary Increases

- a. **No Automatic Percentage Increase:** The annual base salary shall automatically increase each contract year (i.e., August 1 to July 31) by Zero Percent (0%) during the term of this Superintendent Contract.
- b. **No COLA Increase:** The annual base salary shall not automatically increase each contract year (i.e., August 1 to July 31) by any cost-of-living adjustment during the term of this Superintendent Contract.

- 3) **Discretionary Base Salary Increases:** The Board may increase the annual base salary at any time during the term of this Superintendent Contract. The Parties agree to meet on or before July 31, 2020, to consider whether to increase the base salary for the period commencing August 1,

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2020, and ending July 31, 2021. The Parties agree to meet on or before July 31, 2021, to consider whether to increase the base salary for the period commencing August 1, 2021, and ending July 31, 2022. The Parties understand that any discretionary annual base salary increase under Paragraph 5(A)(3) of this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- 4) **Salary Distributions:** The annual salary shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
 - 5) **Tax Deferred Annuity Withholding and Transfer:** Upon the written request of Superintendent, the Board shall withhold and transfer a portion of Superintendent's salary to a tax-deferred annuity program chosen by Superintendent from such programs as may be adopted by the Board.
- B. **Per Diem Rate of Pay:** The *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Superintendent Contract by two hundred sixty (260) days.
- C. **Uniform Reduction Plan:** Nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "compensation" of Superintendent during this Superintendent Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Auburn Vocational School District pursuant to R.C. 3319.01, and any and all applicable laws of the State of Ohio.

6. **OTHER COMPENSATION**

A. **State Teachers Retirement System of Ohio**

- 1) **STRS Employer Contribution:** The Board shall pay the entire share of the employer contribution of any and all State Teachers Retirement System of Ohio ("STRS") contributions as required by the laws of the State of Ohio.
- 2) **Pick-Up Plan – Fringe Benefit not Included in Compensation:** The Board has adopted a "pick-up" plan wherein the Board specifies that the "pick-up" plan: (a) shall apply to Superintendent, (b) shall mandate that

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the Board pay Superintendent's entire share of the employee/member contribution of any and all STRS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member STRS contribution by the Board as a fringe benefit not included in the compensation pick-up plan (i.e., the contributions are paid by the employer from the employer's funds, the contribution is not deducted from employees' salary, and contributions must be reported as tax deferred on STRS Contribution Reports), (d) shall be a mandatory condition of employment as Superintendent, and (e) shall prohibit Superintendent from opting out of the plan. The "pick-up" plan shall apply to Superintendent during the term of this Superintendent Contract. For illustrative purposes only:

Contract salary and earnings for STRS purposes: \$40,000
Member contributions paid by employer (currently 14%): \$5,600
Taxable federal and state income: \$40,000

Source: https://www.strsoh.org/employer/_pdfs/fact_sheets/50-313c.pdf on December 13, 2018.

- 3) **Health Care Plans:** Superintendent shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Superintendent Contract. Superintendent's monthly premium contributions for health care shall be as follows during the term of this Superintendent Contract:

Plan	Single	Family
Standard Plan I	The applicable amount set forth in the plan.*	The applicable amount set forth in the plan.*
Standard Plan II	\$7.00	\$14.00
Standard Plan III	The applicable amount set forth in the plan.	The applicable amount set forth in the plan.
Bronze Plan	The applicable amount set forth in the plan.	The applicable amount set forth in the plan.

*Standard Plan I is a reimbursement to Superintendent.

The Parties understand that any health care benefits under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

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- B. **Group Term Life Insurance Policy:** The Board shall provide Superintendent with a group term life insurance policy in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). The Parties understand that any group term life insurance benefits under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- C. **Cell Phone Stipend:** There shall be no cell phone stipend and/or reimbursement.
- D. **Vehicle Stipend:** While there shall be no vehicle stipend, Superintendent may submit mileage reimbursement pursuant to Paragraph 11 of this Superintendent Contract.
- E. **Annuity:** [INTENTIONALLY BLANK]
- F. **Medicare:** The Board shall pay directly to the federal government Superintendent's share of Medicare. The Parties understand that any Medicare benefits under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- G. **Additional Insurance Coverage:** [INTENTIONALLY BLANK]
- H. **Tuition Reimbursement:** [INTENTIONALLY BLANK]
- I. **Other Compensation Provided to Full-Time, Twelve (12) Month Administrative Employees:** [INTENTIONALLY BLANK]
- J. **Bonus for Honoring the Contract Term and Waiving R.C. 3319.15 and Applicable Rights:** [INTENTIONALLY BLANK]
- K. **Uniform Reduction Plan:** Nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "other compensation" of Superintendent during this Superintendent Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Auburn Vocational School District pursuant to R.C. 3319.01, and any and all applicable laws of the State of Ohio.

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7. PER DIEM RATE OF PAY AND WORK SCHEDULE

- A. While the *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Superintendent Contract by two hundred sixty (260) days, R.C. 3319.01 mandates that the Board contract with Superintendent for three hundred sixty five (365) days in each contract year (i.e., August 1 to July 31).
- B. Superintendent shall devote such time and energies as are necessary to perform the duties set forth in Paragraph 4 of this Superintendent Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in Paragraph 4 of this Superintendent Contract shall require Superintendent to work during times other than normal business hours and the regular work week (e.g., evenings and weekends).
- C. As R.C. 3319.01 mandates that the Board employ a Superintendent three hundred sixty five (365) days per year, Superintendent agrees that Superintendent shall not engage in any other business activities or render services of any nature on behalf of Superintendent or on behalf of any other person, corporation, or other entity – whether for compensation or otherwise – without the Board’s prior written approval and Superintendent must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Superintendent is prohibited from holding outside employment unless prior written approval is granted by the Board.
- D. The prohibition of Superintendent holding outside employment – unless prior written approval is granted by the Board – remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, and personal leave and may result in disciplinary action up to and including termination of employment.

8. HOLIDAYS AND VACATION LEAVE

- A. **Holidays: No earned and unused holidays from the Lake ESC shall carryover to this Superintendent Contract.** Superintendent shall be entitled to paid holiday leave – if any –consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any holiday leave under this Superintendent Contract shall be made by the Board independent of the collective

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bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- B. **Vacation Leave: No earned and unused vacation leave from the Lake ESC shall carryover to this Superintendent Contract.** Superintendent shall be entitled to fourteen and a half (14.5) vacation days for the period commencing January 1, 2019, and ending July 31, 2019, and twenty five (25) vacation days for each subsequent three hundred sixty five (365) day contract-year period consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract; however, no unused vacation days shall accrue or carryover from year to year. For example, if Superintendent does not use any paid vacation leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid vacation leave on August 1, 2019. Nor shall Superintendent ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. Nothing in this Superintendent Contract precludes the Board from compensating Superintendent for unused vacation days at the *per diem* rate set forth in Paragraphs 5(B) and 7(A) this Superintendent Contract at the sole discretion of the Board. The Parties understand that any vacation under Paragraph 8(B) of this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

9. **SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY**

A. **Sick Leave**

- 1) **Credit: No earned and unused sick leave from Lake ESC shall carryover to this Superintendent Contract.** Superintendent shall be entitled to sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any sick leave provided under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

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2) **Usage and Accumulation: No earned and unused sick leave from Lake ESC shall carryover to this Superintendent Contract.** Superintendent shall be entitled to use and accumulate up to one hundred twenty (120) sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019,** Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any sick leave under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

B. **Personal Leave: No earned and unused personal leave from Lake ESC shall carryover to this Superintendent Contract.** Superintendent shall be entitled to one and three fourths (1.75) personal days for the period commencing January 1, 2019, and ending July 31, 2019, and three (3) personal days for each subsequent three hundred sixty five (365) day contract-year period consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019,** Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract; however, no unused personal days shall accrue or carryover from year to year. For example, if Superintendent does not use any days of paid personal leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid personal leave on August 1, 2019. Nothing in this Superintendent Contract precludes the Board from compensating Superintendent for unused personal leave days at the *per diem* rate set forth in Paragraphs 5(B) and 7(A) of this Superintendent Contract at the sole discretion of the Board. The Parties understand that any personal leave under this Superintendent Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

C. **Severance Pay: Any and all severance payments due to Superintendent as a matter of law prior to January 1, 2019, shall be the sole responsibility of the Lake ESC.** As Superintendent retired from STRS prior to January 1, 2019, Superintendent shall never be entitled to any severance pay from the Board in accordance with R.C. 124.39(B), R.C. 124.39(C), or any other applicable laws.

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10. PROFESSIONAL GROWTH/ORGANIZATIONS

A. Professional Growth

- 1) Superintendent shall be encouraged to participate in seminars, in-service meetings, college courses, and certification class requirements which promote professional growth and are related to the duties set forth in Paragraph 4 of this Superintendent Contract.
- 2) Superintendent shall submit requests to attend professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract to the Board for approval prior to attending the same during normal business hours. The Board has the sole discretion to approve or deny attendance requests by Superintendent under Paragraph 10(A)(2) of this Superintendent Contract.
- 3) Upon approval by the Board, attendance at professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract shall be considered a work day for Superintendent under Paragraph 7 of this Superintendent Contract.
- 4) Upon approval by the Board, the Board shall reimburse or pay on behalf of Superintendent all actual and necessary travel and other expenses required to attend the professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract.

B. Professional Organizations

- 1) Superintendent shall be encouraged to join and participate in the Ohio Association of Career and Technical Education and Association and Buckeye Association of School Administrators. The Board may, in its sole discretion, also allow Superintendent to join other professional organizations upon the written request of Superintendent.
- 2) The Board shall reimburse or pay on behalf of Superintendent all actual and necessary membership dues, as well as travel and other expenses, required to join and participate in the professional organizations set forth in Paragraph 10(B)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract to the extent permitted by law.

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11. EXPENSES

The Board shall reimburse or pay on behalf of Superintendent all actual and necessary travel and other expenses required in the performance of the duties set forth in Paragraph 4 of this Superintendent Contract subject to such limitations as provided by the laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time.

12. CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this Superintendent Contract by the Board shall be in accordance with R.C. 3319.01 and any and all applicable laws of the State of Ohio.

13. PERFORMANCE EVALUATION

Pursuant to R.C. 3319.01, the Board shall adopt procedures for the evaluation of Superintendent and shall evaluate Superintendent in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Superintendent's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3319.01 or this Superintendent Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Superintendent's contract.

14. CONTRACT TERMINATION

This Superintendent Contract may be terminated by:

- A. Mutual agreement of the Parties;
- B. Disability or death of Superintendent;
- C. Termination by the Board in accordance with R.C. 3319.01, R.C. 3319.16, and any and all applicable laws of the State of Ohio;
- D. Failure of Superintendent to maintain a valid license;
- E. Failure of Superintendent to secure a position schedule bond in a reasonable amount acceptable to the Board; and/or
- F. As otherwise provided by law.

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15. INDEMNIFICATION

- A. Except for findings for recovery in an audit report pursuant to R.C. 117.28, the Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and/or legal proceedings brought against Superintendent in either an individual capacity or in an official capacity as agent and employee of the Board provided the incident arose while Superintendent was acting within the scope of employment (excluding criminal litigation) and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under Paragraph 15 of this Superintendent Contract shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater. Except that, in no case, shall any individual board member be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and/or legal proceedings.
- B. It is expressly recognized between the Parties, that the duty to provide for the defense of Superintendent also applies to demands, claims, suits, actions, and/or legal proceedings (excluding criminal litigation) threatened and/or commenced by and/or on behalf of any other political subdivision and/or the State of Ohio.
- C. Paragraph 15 of this Superintendent Contract shall not apply to disputes between the Parties.

16. BOND/POSITION SCHEDULE BOND

The Board shall provide a position schedule bond for Superintendent in the minimum amount mandated by Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

17. MEDICAL EXAMINATION

Superintendent agrees that, upon the request of the Board, Superintendent shall submit to a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental competency of Superintendent shall be filed with the Superintendent of the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the Board determines that Superintendent is incapacitated in such a manner that Superintendent is unable to perform the duties of the office of Superintendent, the Board may, by a majority vote of the members of the Board, appoint a person to serve in Superintendent's place *pro tempore*. The standards for determining whether Superintendent is

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incapacitated shall be determined in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

18. STRS OBLIGATIONS

Superintendent has been notified as required by R.C. 3307.21 of all duties and obligations under R.C. Chapter 3307 pertaining to STRS as a condition of Superintendent's employment. As stated in Paragraph 9(C) of this Superintendent Contract, Superintendent shall never be entitled to any severance pay from the Board in accordance with R.C. 124.39(B), R.C. 124.39(C), or any other applicable laws.

19. COMPLETE AGREEMENT

This Superintendent Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Superintendent Contract or any amendments or exhibits hereto as this Superintendent Contract has been jointly drafted by both parties.

20. SAVINGS CLAUSE

If any portion of this Superintendent Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Superintendent Contract shall remain in full force and effect.

21. COUNTERPARTS

This Superintendent Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Superintendent Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.

22. REVIEW BY COUNSEL

Superintendent represents and warrants that this Superintendent Contract is the result of a full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Superintendent review this Superintendent Contract and to verify that the terms and provisions of this Superintendent Contract are reasonable

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and enforceable. Superintendent acknowledges that Superintendent has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Superintendent Contract has been jointly drafted by both parties.

**FOR THE AUBURN JOINT
VOCATIONAL SCHOOL DISTRICT
BOARD OF EDUCATION:**

FOR BRIAN BONTEMPO:

Erik L. Walter*
Board President
(In Official Capacity Only)

Brian Bontempo

Sherry Williamson*
Treasurer/Chief Fiscal Officer
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

*This Agreement has no legal effect absent Board approval.

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**AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Auburn Joint Vocational School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Auburn Joint Vocational School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

**Erik L. Walter, Board President
(In Official Capacity Only)**

**Sherry Williamson, Treasurer/Chief Fiscal Officer
(In Official Capacity Only)**

**Brian Bontempo, Superintendent/Chief Executive Officer
(In Official Capacity Only)**

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1230 - SUPERINTENDENT OF SCHOOLS**GENERAL DUTIES**

The Superintendent - Director is to provide the guidance and directions to the members of the administrative, instructional, and supportive service teams in setting and achieving the highest standards of excellence, so that each individual student enrolled in our District may be provided with a valuable, meaningful, and personally rewarding education.

PLANNING AND POLICY MAKING

The Superintendent - Director shall be responsible for the formulation of policies for Board approval as developments occur that necessitates new policies. S/He shall develop rules for regulating the conduct of students and the standards that licensed and nonlicensed personnel should follow.

SUPERVISION

S/He shall be responsible for the direct supervision of the supervisors and nonlicensed personnel. The teacher supervision will be supplemented by the supervisors.

ATTENDANCE AT BOARD MEETINGS

The Superintendent - Director shall attend and participate in all regular and special meetings of the Board, except when own employment or salary is under consideration, and makes recommendations of any nature affecting the schools.

FISCAL RESPONSIBILITIES

The Superintendent - Director shall be responsible for preparing the salary schedules and fringe benefit packages for Board approval. S/He shall also assist the Treasurer, when necessary, to prepare the budget and appropriation reports. S/He will also recommend to the Board the sale of property no longer required by the Board, and will supervise the proper execution of such sales. The Superintendent-Director shall conduct initial negotiations with licensed and nonlicensed personnel.

BUSINESS MANAGER

The Superintendent - Director will be responsible for maintaining efficient procedure and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to the direction and approval of the Board and State law.

**TREASURER/CHIEF FISCAL OFFICER
CONTRACT OF EMPLOYMENT
AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

This *Treasurer/Chief Fiscal Officer Contract of Employment* ("Treasurer Contract") is made and entered into on **December 13, 2018**, by and between the Auburn Joint Vocational School District Board of Education ("Board") and Sherry Williamson ("Treasurer") (collectively, "Parties") pursuant to R.C. 3313.22 and R.C. 3313.24. The Parties agree as follows:

1. ALL PRIOR CONTRACTS SUPERSEDED

This Treasurer Contract specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices regarding the employment of any R.C. 3313.22 employee including, but not limited to, Treasurer and the Board. Effective December 31, 2018, Treasurer shall serve no duties as the Treasurer of the Lake County Educational Service Center Governing Board.

2. TERM OF CONTRACT

For the contract period commencing **August 1, 2018**, and ending **July 31, 2020**, Treasurer shall be appointed and employed as the Treasurer/Chief Fiscal Officer for the Board under R.C. 3313.22 and R.C. 3313.24 by virtue of this Treasurer Contract with full authority and responsibilities as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Treasurer Contract as may be amended from time to time.

3. PROFESSIONAL LICENSE

Treasurer shall maintain and furnish to the Board evidence of maintaining valid credentials to act as the Treasurer/Chief Fiscal Officer for the Board in accordance with all applicable laws of the State of Ohio. This Treasurer Contract is subject to the continued proper certification/licensure and bonding of Treasurer.

4. DUTIES OF TREASURER/CHIEF FISCAL OFFICER

Treasurer shall dispatch any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board, and shall devote such time and energy as is necessary to meet the Treasurer/Chief Fiscal Officer obligations and responsibilities for the Board as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Treasurer Contract as may be amended from time to time. **A copy of the current version of Board Policy 1320 ("Duties of the Treasurer"), which may be amended from time**

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to time, is attached hereto and incorporated herein.

5. COMPENSATION

A. Annual Base Salary

1) Base Salary

- a. Commencing August 1, 2018, and ending July 31, 2019, the Board shall pay Treasurer an annual base salary of One Hundred Four Thousand Forty Dollars and Zero Cents (\$104,040.00) in consideration of Treasurer dispatching any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board during this three hundred sixty five (365) day contract-year period.
- b. Commencing August 1, 2019, and ending July 31, 2020, the Board shall pay Treasurer an annual base salary of One Hundred Six Thousand One Hundred Twenty Dollars and Eighty Cents (\$106,120.80) in consideration of Treasurer dispatching any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board during this three hundred sixty five (365) day contract-year period.

2) Automatic Annual Base Salary Increases

- a. **Automatic Percentage Increase:** The base salaries set forth in Paragraph 5(A)(1) of this Treasurer Contract shall automatically increase each contract year (i.e., August 1 to July 31) by zero percent (0%) during the term of this Treasurer Contract.
- b. **No COLA Increase:** The annual base salary shall not automatically increase each contract year (i.e., August 1 to July 31) by any cost-of-living adjustment during the term of this Treasurer Contract.
- c. **Automatic Matching of Annual Base Salary Increases Provided to All Other Administrative Employees:** The annual base salary shall automatically increase by the percentage amount provided to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Treasurer Contract. The Parties understand that any annual base salary increase under this

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Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- 3) **Discretionary Base Salary Increases:** The Board may increase the annual base salary at any time during the term of this Treasurer Contract. The Parties agree to meet on or before July 31, 2019, to consider whether to increase the base salary for the period commencing August 1, 2019, and ending July 31, 2020. The Parties understand that any discretionary annual base salary increase under Paragraph 5(A)(3) of this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
 - 4) **Salary Distributions:** The annual salary shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
 - 5) **Tax Deferred Annuity Withholding and Transfer:** Upon the written request of Treasurer, the Board shall withhold and transfer a portion of Treasurer's salary to a tax-deferred annuity program chosen by Treasurer from such programs as may be adopted by the Board.
- B. **Per Diem Rate of Pay:** The *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Treasurer Contract by two hundred twenty three (223) days.
- C. **Uniform Reduction Plan:** Nothing in this Treasurer Contract shall limit the Board's right to either increase or decrease the "compensation" of Treasurer during this Treasurer Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Auburn Joint Vocational School District pursuant to R.C. 3313.22 and R.C. 3313.24, and any and all applicable laws of the State of Ohio.

6. **OTHER COMPENSATION**

A. **School Employees Retirement System of Ohio**

- 1) **SERS Employer Contribution:** The Board shall pay the entire share of the employer contribution of any and all School Employees Retirement

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System of Ohio ("SERS") contributions as required by the laws of the State of Ohio.

- 2) **Pick-Up On The Pick-Up Plan:** The Board has adopted a "pick-up on the pick-up" plan wherein the Board specifies that the "pick-up on the pick-up" plan: (a) shall apply to Treasurer, (b) shall mandate that the Board pay the Treasurer's entire share of the employee/member contribution of any and all SERS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member SERS contribution by the Board as compensation to the Treasurer, (d) shall include payment of the Treasurer's entire employee/member SERS contribution by the Board in the Treasurer's salary for SERS retirement purposes, (e) shall be a mandatory condition of employment as the Treasurer, and (f) shall prohibit the Treasurer from opting out of the plan. The "pick-up on the pick-up" plan shall apply to Treasurer during the term of this Treasurer Contract. For illustrative purposes only:

Salary: \$20,000

SERS' contribution: \$2,200 (10% of 20,000, plus 10% of that figure)

Take home pay: \$20,000

Taxable income: \$20,000

Reported to SERS: \$22,000

Source: <https://ohsers.org/employers/reporting/pick-up-of-employee-contributions/> on December 13, 2018.

- 3) **The "Salary Reduction" Employer Pick-Up Contribution Conversion:** If the "pick-up on the pick-up" plan set forth in Paragraph 5(A)(1) and (2) of this Treasurer Contract is deemed to be illegal due to a conflict with state or federal laws, the total amount that the Board would have made as payment for the entire employee/member SERS contribution under Paragraph 5(A)(1) and (2) of this Treasurer Contract shall be converted to a "salary reduction" employer pick-up contribution under Internal Revenue Code §414(h)(2), and the annual salary of Treasurer shall be increased by an amount that shall result in the federal taxable income of Treasurer (after the "salary reduction" employer pick-up contribution) being the same as if the "pick-up on the pick-up" plan set forth in Paragraph 5(A)(1) and (2) of this Treasurer Contract was still in effect.

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- B. **Health Care Plans:** Treasurer shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Treasurer Contract. Treasurer's monthly premium contributions for health care shall be as follows during the term of this Treasurer Contract:

Plan	Single	Family
Standard Plan I	The applicable amount set forth in the plan.*	The applicable amount set forth in the plan.*
Standard Plan II	\$7.00	\$14.00
Standard Plan III	The applicable amount set forth in the plan.	The applicable amount set forth in the plan.
Bronze Plan	The applicable amount set forth in the plan.	The applicable amount set forth in the plan.

*Standard Plan I is a reimbursement to Treasurer.

The Parties understand that any health care benefits under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- C. **Health Care Plan Waiver:** Treasurer shall be entitled to the same health care plan waiver benefits provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Treasurer Contract. The Parties understand that any health care plan waiver benefits under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- D. **Group Term Life Insurance Policy:** The Board shall provide Treasurer with a group term life insurance policy in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). The Parties understand that any group term life insurance benefits under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

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- E. **Cell Phone Stipend:** The Board shall provide Treasurer with a Thirty Five Dollars and Zero Cents (\$35.00) per month cell phone stipend for use of Treasurer's personal cell phone to conduct Treasurer's duties as set forth in Paragraph 4 of this Treasurer Contract.
- F. **Vehicle Stipend:** While there shall be no vehicle stipend, Treasurer may submit mileage reimbursement pursuant to Paragraph 11 of this Treasurer Contract.
- G. **Annuity:** Treasurer shall receive an annual annuity of Treasurer's choosing in the total amount of Five Thousand Dollars and Zero Cents (\$5,000.00) paid for by the Board.
- H. **Annuity Waiver:** [INTENTIONALLY BLANK]
- I. **Medicare:** The Board shall pay directly to the federal government Treasurer's share of Medicare. The Parties understand that any Medicare benefits under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- J. **Additional Insurance Coverage:** [INTENTIONALLY BLANK]
- K. **Tuition Reimbursement:** For each contract year (i.e., August 1 to July 31), the Board shall reimburse Treasurer fifty percent (50%) of the total cost of tuition for three (3) semester hours taken by Treasurer provided that: (1) all reimbursed semester hours relate to Treasurer's duties as set forth in Paragraph 4 of this Treasurer Contract and (2) Treasurer obtains a minimum grade of a B in each course for which Treasurer is seeking reimbursement.
- L. **Other Compensation Provided to Full-Time, Twelve (12) Month Administrative Employees:** Treasurer is entitled to all other compensation and fringe benefits that have not been specifically set forth in this Treasurer Contract but are provided by the Board to all other full-time twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Treasurer Contract. The Parties understand that any other compensation and fringe benefits under Paragraph 6(L) of this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- M. **Bonus for Honoring the Contract Term and Waiving R.C. 3319.15 and Applicable Rights:** [INTENTIONALLY BLANK]

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- N. **Uniform Reduction Plan:** Nothing in this Treasurer Contract shall limit the Board's right to either increase or decrease the "other compensation" of Treasurer during this Treasurer Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Auburn Joint Vocational School District pursuant to R.C. 3313.22 and R.C. 3313.24, and any and all applicable laws of the State of Ohio.

7. PER DIEM RATE OF PAY AND WORK SCHEDULE

- A. While the *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Treasurer Contract by two hundred twenty three (223) days, R.C. 3313.22 mandates that the Board contract with Treasurer for three hundred sixty five (365) days in each contract year (i.e., August 1 to July 31).
- B. Treasurer shall devote such time and energies as are necessary to perform the duties set forth in Paragraph 4 of this Treasurer Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in Paragraph 4 of this Treasurer Contract shall require Treasurer to work during times other than normal business hours and the regular work week (e.g., evenings and weekends).
- C. As R.C. 3313.22 mandates that the Board employ a Treasurer three hundred sixty five (365) days per year, Treasurer agrees that Treasurer shall not engage in any other business activities or render services of any nature on behalf of Treasurer or on behalf of any other person, corporation, or other entity – whether for compensation or otherwise – without the Board's prior written approval and Treasurer must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Treasurer is prohibited from holding outside employment unless prior written approval is granted by the Board.
- D. The prohibition of Treasurer holding outside employment – unless prior written approval is granted by the Board – remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, and personal leave and may result in disciplinary action up to and including termination of employment.

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8. **HOLIDAYS AND VACATION LEAVE**

- A. **Holidays:** Treasurer shall be entitled to twelve (12) paid holidays in each contract year (i.e., August 1 to July 31) consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. The Parties understand that any holiday leave under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- B. **Vacation Leave:** Treasurer shall be entitled to twenty (20) vacation days for each three hundred sixty five (365) day contract-year period consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. Treasurer shall be entitled to carryover a maximum of ten (10) total days of vacation from the previous two (2) years of employment for a maximum accumulation of thirty (30) vacation days. Treasurer shall not ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. Treasurer may convert up to ten (10) days of vacation time for cash in each contract year (i.e., August 1 to July 31) at the *per diem* rate of pay in which the vacation time was earned as set forth in Paragraphs 5(B) and 7(A) of this Treasurer Contract. Treasurer shall be paid at the *per diem* rate set forth in Paragraphs 5(B) and 7(A) of this Treasurer Contract for all lawfully accrued and unused vacation leave to Treasurer's credit at the time of separation, not to exceed the amount accrued during the three (3) years before the date of separation. The Parties understand that any vacation under Paragraph 8(B) of this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

9. **SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY**

A. **Sick Leave**

- 1) **Credit:** Treasurer shall be entitled to sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time **and shall be**

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adopted by the Board prior to January 31, 2019, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. The Parties understand that any sick leave provided under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

2) **Usage and Accumulation:** Treasurer shall be entitled to use and accumulate up to three hundred (300) sick leave days in accordance with R.C. 3319.141 and Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. The Parties understand that any sick leave under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

3) **Redemption:** Treasurer is eligible for the following sick day redemption program when Treasurer has accumulated over three hundred (300) sick leave days in accordance with R.C. 3319.141 and Board policies as may be amended from time to time **and shall be adopted by the Board prior to January 31, 2019**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract:

a. Treasurer shall be paid the number of unused sick leave days between three hundred (300) and three hundred eighteen (318) days upon her request and at the *per diem* rate of pay set forth in Paragraphs 5(B) and 7(A) of this Treasurer Contract.

b. Eighteen (18) unused sick leave days is the maximum number of unused sick leave days that can be redeemed in any contract year (i.e., August 1 to July 31).

B. **Personal Leave:** Treasurer shall be entitled to three (3) unrestricted paid personal days for each three hundred sixty five (365) day contract-year period in accordance to Board policies as may be amended from time to time **and shall be**

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adopted by the Board prior to January 31, 2019, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. While any and all unused unrestricted paid personal days at the end of the contract year (i.e., August 1 to July 31) shall be converted to sick days, no unrestricted paid personal days shall accrue or carryover from year to year. For example, if Treasurer does not use any days of unrestricted paid personal leave prior to July 31, 2019, Treasurer shall have three (3) days of unrestricted paid personal leave converted into three (3) days of sick leave on August 1, 2019. Nothing in this Treasurer Contract precludes the Board from compensating Treasurer for unused unrestricted paid personal leave days at the *per diem* rate of pay set forth in Paragraphs 5(B) and 7(A) of this Treasurer Contract at the sole discretion of the Board. The Parties understand that any personal leave under this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- C. **Other Leave:** Treasurer shall be entitled to all other paid and unpaid leaves that have not already been specifically set forth in this Treasurer Contract but are provided by the Board to all other full-time twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) in accordance to Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract. The Parties understand that any other leave under Paragraph 8(C) of this Treasurer Contract shall be made by the Board independent of the collective bargaining process and/or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- D. **Severance Pay:** Pursuant to R.C. 124.39(C) and applicable laws and consistent with Board policies as may be amended from time to time, the Board shall pay Treasurer twenty five percent (25%) of Treasurer's remaining accumulated and unused sick leave days at Treasurer's current *per diem* rate on the date of actual retirement with a maximum payment of seventy five (75) days. In other words, if Treasurer qualifies and accepts retirement benefits under the SERS while employed by the Board as the Treasurer/Chief Fiscal Officer, Treasurer shall qualify for a one-time severance payment. This one-time severance payment shall be equal to the *per diem* rate of pay set forth in Paragraphs 5(B) and 7(A) of this Treasurer Contract at the time of retirement (i.e., Annual Salary Base Salary ÷ 223 days) times twenty five percent (25%) of the accumulated maximum unused sick leave, the total of which shall never exceed seventy five (75) days. By way of example, should Treasurer retire on July 31, 2019, the annual base salary is \$104,040.00, and there are 300 days of accumulated maximum unused sick leave

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at the time of retirement (e.g., July 31, 2019); the one-time severance payment shall be calculated as $\$466.55 \times 75 = \$34,991.25$. The Parties understand that any severance pay provided under this Treasurer Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.

10. PROFESSIONAL GROWTH/ORGANIZATIONS

A. Professional Growth

- 1) Treasurer shall be encouraged to participate in seminars, in-service meetings, college courses, and certification class requirements which promote professional growth and are related to the duties set forth in Paragraph 4 of this Treasurer Contract.
- 2) Treasurer shall submit requests to attend professional growth opportunities set forth in Paragraph 10(A)(1) of this Treasurer Contract to the Board for approval prior to attending the same during normal business hours. The Board has the sole discretion to approve or deny attendance requests by Treasurer under Paragraph 10(A)(2) of this Treasurer Contract.
- 3) Upon approval by the Board, attendance at professional growth opportunities set forth in Paragraph 10(A)(1) of this Treasurer Contract shall be considered a work day for Treasurer under Paragraph 7 of this Treasurer Contract.
- 4) Upon approval by the Board, the Board shall reimburse or pay on behalf of Treasurer all actual and necessary travel and other expenses required to attend the professional growth opportunities set forth in Paragraph 10(A)(1) of this Treasurer Contract. The Board shall reimburse or pay on behalf of Treasurer pursuant to Paragraph 11 of this Treasurer Contract.

B. Professional Organizations

- 1) Treasurer shall be encouraged to join and participate in the National Association of School Business Officials and Ohio Association of School Business Officials. The Board may, in its sole discretion, also allow Treasurer to join other professional organizations upon the written request of Treasurer.
- 2) The Board shall reimburse or pay on behalf of Treasurer all actual and necessary membership dues, as well as travel and other expenses, required to join and participate in the professional organizations set forth in

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Paragraph 10(B)(1) of this Treasurer Contract. The Board shall reimburse or pay on behalf of Treasurer pursuant to Paragraph 11 of this Treasurer Contract to the extent permitted by law.

11. EXPENSES

The Board shall reimburse or pay on behalf of Treasurer all actual and necessary travel and other expenses required in the performance of the duties set forth in Paragraph 4 of this Treasurer Contract subject to such limitations as provided by the laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time.

12. CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this Treasurer Contract by the Board shall be in accordance with R.C. 3313.22 and any and all applicable laws of the State of Ohio.

13. PERFORMANCE EVALUATION

Pursuant to R.C. 3313.22, the Board shall adopt procedures for the evaluation of Treasurer and shall evaluate Treasurer in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Treasurer's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3313.22 or this Treasurer Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Treasurer's contract.

14. CONTRACT TERMINATION

This Treasurer Contract may be terminated by:

- A. Mutual agreement of the Parties;
- B. Retirement, disability, or death of Treasurer;
- C. Termination by the Board in accordance with R.C. 3313.22, R.C. 3319.16, and any and all applicable laws of the State of Ohio;
- D. Failure of Treasurer to maintain a valid license;
- E. Failure of Treasurer to secure a position schedule bond in a reasonable amount acceptable to the Board; and/or

*Auburn Joint Vocational School District Board of Education
Treasurer/Chief Fiscal Officer
Contract of Employment*

F. As otherwise provided by law.

15. INDEMNIFICATION

- A. Except for findings for recovery in an audit report pursuant to R.C. 117.28, the Board agrees that it shall defend, hold harmless and indemnify Treasurer from any and all demands, claims, suits, actions, and/or legal proceedings brought against Treasurer in either an individual capacity or in an official capacity as agent and employee of the Board provided the incident arose while Treasurer was acting within the scope of employment (excluding criminal litigation) and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under Paragraph 15 of this Treasurer Contract shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater. Except that, in no case, shall any individual board member be considered personally liable for indemnifying Treasurer against such demands, claims, suits, actions, and/or legal proceedings.
- B. It is expressly recognized between the Parties, that the duty to provide for the defense of Treasurer also applies to demands, claims, suits, actions, and/or legal proceedings (excluding criminal litigation) threatened and/or commenced by and/or on behalf of any other political subdivision and/or the State of Ohio.
- C. Paragraph 15 of this Treasurer Contract shall not apply to disputes between the Parties.

16. BOND/POSITION SCHEDULE BOND

The Board shall provide blanket bonding for Treasurer in the minimum amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).

17. MEDICAL EXAMINATION

Treasurer agrees that, upon the request of the Board, Treasurer shall submit to a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental competency of Treasurer shall be filed with the Treasurer of the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the Board determines that Treasurer is incapacitated in such a manner that Treasurer is unable to perform the duties of the office of Treasurer, the Board may, by a majority vote of the members of the Board, appoint a person to serve in Treasurer's place *pro tempore*. The standards for determining whether Treasurer is incapacitated shall be determined in accordance with

*Auburn Joint Vocational School District Board of Education
Treasurer/Chief Fiscal Officer
Contract of Employment*

Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Treasurer Contract.

18. SERS OBLIGATIONS

Treasurer has been notified as required by R.C. 3309.53 of all duties and obligations under R.C. Chapter 3309 pertaining to SERS as a condition of employment of Treasurer.

19. COMPLETE AGREEMENT

This Treasurer Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Treasurer Contract or any amendments or exhibits hereto as this Treasurer Contract has been jointly drafted by both parties.

20. SAVINGS CLAUSE

If any portion of this Treasurer Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Treasurer Contract shall remain in full force and effect.

21. COUNTERPARTS

This Treasurer Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Treasurer Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.

22. REVIEW BY COUNSEL

Treasurer represents and warrants that this Treasurer Contract is the result of a full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Treasurer review this Treasurer Contract and to verify that the terms and provisions of this Treasurer Contract are reasonable and enforceable. Treasurer acknowledges that Treasurer has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Treasurer Contract has been jointly drafted by both parties.

*Auburn Joint Vocational School District Board of Education
Treasurer/Chief Fiscal Officer
Contract of Employment*

FOR THE AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION: FOR SHERRY WILLIAMSON:

Erik L. Walter*
Board President
(In Official Capacity Only)

Sherry Williamson

Brian Bontempo*
Superintendent/Chief Executive Officer
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

*This Agreement has no legal effect absent Board approval.

*Auburn Joint Vocational School District Board of Education
Treasurer/Chief Fiscal Officer
Contract of Employment*

**AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Auburn Joint Vocational School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Auburn Joint Vocational School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

**Erik L. Walter, Board President
(In Official Capacity Only)**

**Sherry Williamson, Treasurer/Chief Fiscal Officer
(In Official Capacity Only)**

**Brian Bontempo, Superintendent/Chief Executive Officer
(In Official Capacity Only)**

*Auburn Joint Vocational School District Board of Education
Treasurer/Chief Fiscal Officer
Contract of Employment*

Auburn JVS
Bylaws & Policies

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1320 - DUTIES OF THE TREASURER

The District's Treasurer, in addition to the responsibilities required by law, is responsible for helping the District achieve its goals, by providing leadership and supervision in the program of fiscal management.

The Treasurer shall meet the qualifications specified for the position (A.C. 3301-5-01) and shall be directly responsible to the Board for the performance of the following assigned duties and responsibilities:

- A. serve as the Chief Financial Officer of the District;
- B. establish and maintain long-range fiscal and building plans and prepare the annual budget based on District resources and needs;
- C. ensure that all District fiscal activities comply with the laws and regulations of the State, the negotiated agreements and policies of the Board, and the rules of the Superintendent;
- D. analyze the effectiveness of District programs in his/her areas of responsibility and recommend changes in program, staffing, and/or management strategies as necessary;
- E. develop personal capabilities in financial strategies and supervisory methods;
- F. increase the efficient use of resources toward the achievement of District goals;
- G. work cooperatively with the administrative staff toward the achievement of District objectives;
- H. help interpret the budget and the District affairs under his/her supervision to interested members of the school community.

In order to perform the duties required by law, the Treasurer shall:

- A. call special meetings of the Board; (R.C. 3313.16)



7 Richmond Street • P.O. Box 601 • Painesville, Ohio 44077 • 440.352.9301 • www.painesville.com

December 7, 2018

To: Auburn Career Center, Superintendent Brian Bontempo

Subject: Notice of Ohio Revised Code Section 5709.40(C)
Proposed Tax Increment Financing Incentive District

This letter constitutes notice to the Board of Education of the Auburn Career Center (the Career Center) of the intent of the City of Painesville Ohio (the City) to create a new tax increment financing incentive district, and to declare certain improvements to parcels within the tax increment financing area to be a public purpose, all in accordance with Section 5709.40(C) of the Ohio Revised Code. The following information is provided pursuant to Sections 5709.40 and 5709.83 of the Ohio Revised Code.

Description of Boundary of Incentive District, Parcels within Incentive District: See Exhibit A of the attached proposed TIF ordinance.

Description and Estimated True Value of Improvements: 166 new single-family homes with an estimated value of approximately \$235,000 each (approximately \$39,010,000 total new value). In addition, there will be a 119 unit Senior Independent Living Facility with an estimated value of approximately \$7,000,000. Commercial development is also proposed and it is unknown as to the value at this time.

Period of TIF Exemption and Life of Incentive District: The life of the Incentive District commences with the first tax year that begins after the effective date of the TIF ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any Parcel within the Incentive District were it not for the exemption granted in the TIF ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40 and 5709.42, and all as further described in the attached TIF ordinance.


Percentage of the private improvements to be exempted: 100%. The TIF ordinance provides that the Career Center will receive the amount provide for in the agreement between the City of Painesville and the Board of Education of the Riverside Local School District. I have attached a copy of the agreement for your review. No Career Center approval is required.

City Council intends to adopt the proposed TIF Ordinance on: The proposed ordinance is expected to be considered for final approval by City Council on December 31, 2018.

Sincerely,
CITY OF PAINESVILLE


Andy Unetic, Finance Director

Receipt Acknowledged by the
Auburn Career Center:

By: 
Name: Jessica L. Brenn
Title: Receptionist

Attachment: Proposed Ordinance

AGREEMENT
Former Leimco Development Project
Tax Increment Financing

This Agreement (the "Agreement") is made and entered into as of September 12, 2018 between the City of Painesville, Ohio (the "City") and the Riverside Local School District Board of Education (the "School District"), under the following circumstances:

- A. In connection with the proposed residential, multi-family and retail/commercial project known as the "Former Leimco Development Project" (the "Project"), the City has determined to promote the development of the Project site through the creation of an Incentive District under Ohio Revised Code ("O.R.C.") Section 5709.40(C) (herein the "Incentive District") and through the construction of certain public improvements described in a TIF Ordinance that will be developed by the City which, when completed, will benefit the Incentive District (herein the "Public Improvements"). Attached to this Agreement behind Tab "A" and incorporated herein by reference is the map outlining the real property that will comprise the Incentive District (the "Property"). The Incentive District area shown in Tab "A" is the only area subject to this Agreement, unless this Agreement is amended by the City and the School District in writing.
- B. In accordance with O.R.C. Section 5709.40, the City Council of the City will pass an Ordinance exempting from real property taxation 100% of the assessed value of Improvements constructed on property located within the Incentive District (the "Property") and, pursuant to O.R.C. Section 5709.42, determining to collect Service Payment Revenues (as provided for in O.R.C. Section 5709.42) in lieu of the real property taxes that would otherwise be payable with respect to the Improvements. If the City Council of the City fails to pass such an Ordinance by December 31, 2018, this Agreement shall without notice or action of either party become null, void, and unenforceable.
- C. The Property is located in the School District.
- D. To provide an immediate benefit to the School District from the development of the Project, the City has herein agreed to transfer and assign certain portions of Service Payment Revenues to the School District as set forth below.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions

"Improvement" or "Improvements" has the meaning given such term in Division (A)(4) of O.R.C. Section 5709.40 and specifically means the increase in assessed value of Property first appearing on the tax list and duplicate of real and public utility property after the effective date of the TIF. The term does not include any Public Improvement. The duration of the TIF Agreement shall be 30 years from the date of the Improvements.

"Service Payment Revenues" means the revenues actually received by the City in connection with service payments in lieu of taxes imposed herein on Improvements in the Incentive District, all in accordance with O.R.C. Section 5709.42.

Section 2. School District Compensation

Under the terms of this Agreement, Service Payment Revenues are to be deposited upon receipt by the City in the "Former Leimco Development Tax Increment Equivalent Fund" (the "Fund"), created in accordance with Section of the Ohio Revised Code. Not later than 30 days after receipt by the City of each installment of Service Payment Revenues in each of the years in which the City receives Service Payment Revenues in connection with Improvements in the Incentive District, which are currently anticipated to begin in June of 2019 for the residential and multi-family portion of the Property and January of 2029 for the commercial portion of the Property, the City shall pay to the School District the sum of the following (collectively, the "School District Payments"):

- (a) An amount equal to 50% of Service Payment Revenues that are attributable to the parcels located in the 55 +/- acres zoned as R1-60 (the "R1 Parcels") and 20% of Service Payment Revenues attributable to the parcels located in the 10.7 acres zoned R-2 (multi-family) and the 22 +/- acres to be rezoned B-2 (general business) (together, the "R2/B2 Parcels") that is developed within the Incentive District; and
- (b) Once the TIF has generated a total of \$27 million in Service Payment Revenues, the City agrees that the School District will receive an amount equal to 100% of the portion of Service Payment Revenues that the School District would have received in each tax settlement in connection with the Property, but for the TIF Exemption, attributable to all of the Improvements in the Incentive District (commercial, retail and/or residential) and that were not taken into account in calculating the amount due under subparagraph (a) above.
- (c) If the cost of the public infrastructure improvements subject to the TIF Ordinance is less than \$27 million, once the TIF has generated Service Payment Revenues equal to this lower amount, the City agrees that the School District will receive an amount equal to 100% of the portion of Service Payment Revenues that the School District would have received in each tax settlement in connection with the Property, but for the TIF Exemption, attributable to all of the Improvements in the Incentive District (commercial, retail and/or residential) and that were not taken into account in calculating the amount due under subparagraph (a) above.

In addition, the City shall pay to the School District, within 30 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 100% of the real property taxes that the School District would have received in that settlement, but for the TIF Exemption, that are derived from any Tax Increase Amount. "Tax Increase Amount" means, for each year that this Agreement is in effect, the portion, if any, of the Service Payment Revenues derived from (i) additional property tax levies approved by the voters of the School District after the date of this Agreement and any renewals or replacements of such levies and (ii) a replacement levy or a

renewal levy with an increase, replacing or renewing, as applicable, a levy in existence on the date of this Agreement to the extent such replacement or renewal levy exceeds the effective tax rate of the levy as it exists immediately prior to being replaced or renewed; provided, however, that an additional property tax levy approved by the voters of the School District within one year of the expiration or discontinuance of a then-existing levy shall not be treated as an additional levy unless the expiring or discontinued levy is a levy described in clause (i) above.

The TIF for the property zoned B-2 will not start until the year that the property begins to develop or immediately after the State Route 44 interchange is built, whichever is first.

Section 3. Joint Vocational District Compensation

In order to compensate the joint vocational school district, the City and the School District hereby agree that so long as the School District receives compensation under this Agreement, the joint vocational school district shall receive a portion of the Service Payment Revenues equal to the sum of (1) 50% of the amount the joint vocational school district would have received from the Improvements had the R1 Parcels not been exempted from taxation, and (2) 20% of the amount the joint vocational school district would have received from the Improvements had the R2/B2 Parcels not been exempted from taxation (together, the "JVSD Payments").

The City and the School District hereby agree that each of the City and the School District shall be responsible for paying one-half of the JVSD Payments. The City and the School District further agree that the City shall deduct the School District's portion of the JVSD Payments from the School District Payments prior to delivering the School District Payments to the School District, and the City shall deliver to the joint vocational district such amount, together with the City's portion of the JVSD Payments. The City shall deliver the JVSD Payments to the joint vocational district immediately after delivering the School District Payments to the School District.

Section 4. Timing of Payments

The City shall calculate the amounts due pursuant to this Agreement (collectively, the "City Payment") and shall provide to the School District a copy of such calculation, together with the City Payment, by 30 days following receipt of Service Payment Revenues. Any payment that is not received by the School District by those dates shall bear interest until the date payment is received at the rate or rates determined by the Ohio Department of Taxation pursuant to O.R.C. 5703.47. The records of the City relating to the amount of any City Payment shall be made available to the School District for audit annually by the Treasurer of the School District or by an independent auditor of the School District's choice and at its sole expense.

Section 5. Sharing of Information

The City agrees to cooperate to share information with the School District as to its receipt of Service Payment Revenues upon request of the School District and shall provide the School District with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 6. School District Agreements

- (a) The School District hereby approves a 30-year TIF Exemptions and waives the right to approve exemptions from taxation so long as the exemptions in the Leimco Property areas are equal to or less than the amounts that are set forth in this Agreement, waives the notice provisions of O.R.C. Sections 5709.40 and 5709.83 and waives its rights to income tax revenue sharing pursuant to O.R.C. Section 5709.82. The School District shall pass a Resolution that waives its right to approve exemptions that are consistent with this Agreement pursuant to the provisions of O.R.C. Section 5709.40 (D)(4). The School District also agrees to approve and sign any other Document(s) that are necessary to implement this Agreement so long as such Document(s) is consistent with this Agreement.
- (b) The School District agrees that nothing in this Agreement shall be interpreted to grant the School District any rights with respect to any other City funds or with respect to Service Payment Revenues beyond those specified in this Agreement.

Section 7. City Agreements

- (a) The City shall use the Service Payment Revenues only in accordance with the provisions of this Agreement and specifically for infrastructure improvements within the designated TIF District.
- (b) The City shall provide a report to the School District on or before December 31st of each year showing in detail reasonably satisfactory to the School District the computation of the payments under Section 2. The City shall provide to the School District promptly upon request such other documentation reasonably requested by the School District relating to the payments that are due the School District or the other obligations of the City under this Agreement, in each case subject to applicable state and federal laws pertaining to confidentiality of tax information.
- (c) The City agrees that from the date of this Agreement and for as long as the property tax exemption under the TIF Ordinance remains in place, it shall not grant a tax abatement or implement tax increment financing or approve any other property tax exemption on the Property.

Section 8. Amendments

This Agreement may be amended or modified by the parties only in writing, signed by the parties to this Agreement. As such, the City and the School District agree to two 10-year look back periods to review revenues and determine the revenues paid to date.

Section 9. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the parties as to its subject matter and merges and supersedes all prior discussions, agreements and undertakings of

every kind and nature between the parties with respect to the subject matter of this Agreement.

Section 10. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any party to this Agreement may execute this Agreement by signing any counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

CITY OF PAINESVILLE, OHIO

Monica Irelan, City Manager

Approved as to form:

Joe Gurley, Esq.

**RIVERSIDE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

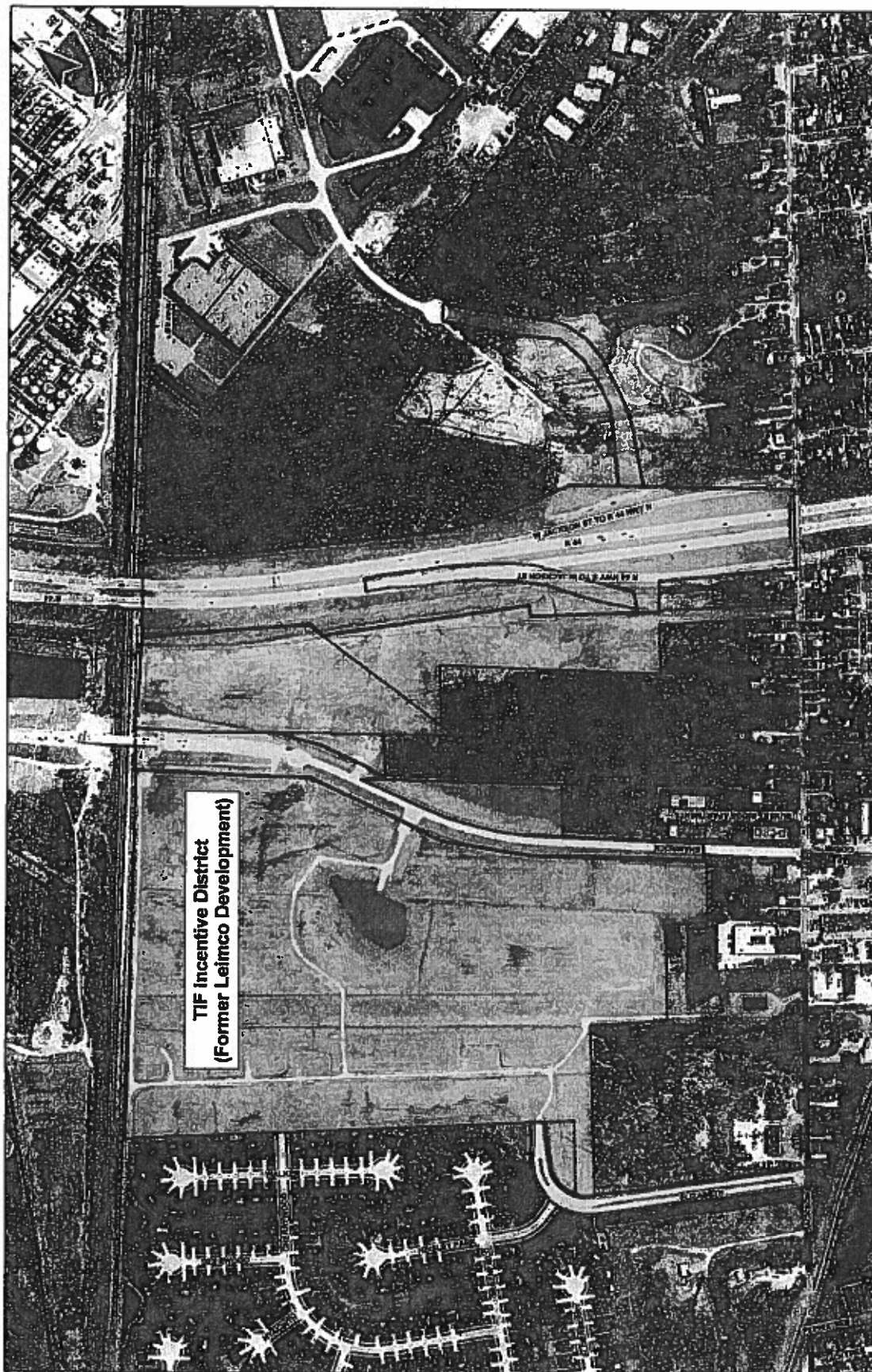
Jennifer Harden, Board President

Gary Platko, Treasurer

Approved as to form:

Daniel McIntyre, Esq.

Tab "A"



TIF Incentive District
(Former Leimco Development)

AN ORDINANCE CREATING A TAX INCREMENT FINANCING INCENTIVE DISTRICT; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT; AND AUTHORIZING PAYMENTS TO THE RIVERSIDE LOCAL SCHOOL DISTRICT AND THE AUBURN CAREER CENTER.

WHEREAS, this Council desires to facilitate the approximately 55-acre expansion of a residential subdivision to include up to 168 single-family homes and the development of approximately 10 acres of multi-family housing within the City in order to increase available housing options within the City, and the development of approximately 22 acres of commercial/office facilities (the "*Project*"); and

WHEREAS, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

WHEREAS, to facilitate the development of the Project, and pay the associated costs of the public infrastructure improvements, this Council has determined to create the Shamrock/SR44 Incentive District (the "*Incentive District*") pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the "*TIF Act*"), the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property specifically identified and depicted in **EXHIBIT A** attached hereto (as currently or subsequently configured, the "*Parcels*", with each of those parcels referred to herein individually as a "*Parcel*");

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Painesville, State of Ohio, that:

Section 1. Incentive District Projects; Creation of Incentive District. This Council hereby: (i) adopts the Economic Development Plan for the Incentive District now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer's certification to this Council and the City Engineer's findings set forth therein (a) that the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District as evidenced by the Economic Development Plan, and (b) that the Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within the proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within the proposed Incentive District to exclude that owner's property from the Incentive District, (vi) finds and determines that notice of this ordinance has been delivered to the (A) Boards of Education of the Riverside Local School District and the Auburn Career Center and (B) the Lake County Board of County Commissioners, in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83, and (vii) finds and determines that the City has not received an objection to this ordinance from any of the Boards of Education of the Riverside Local School District and the Auburn Career Center or the Lake County Board of County Commissioners within the time periods prescribed in ORC Section 5709.40. Pursuant to the TIF Act, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

Section 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve,

the Parcels in each Incentive District (the "Public Infrastructure Improvements"): roadway improvements (including along Elizabeth Boulevard), interchanges (including a proposed new interchange on SR 44), acquisition of necessary right of way, water system improvements, sanitary sewer improvements, including lift stations, storm drainage improvements, pedestrian sidewalks, street lights, signage, gas facilities, electrical facilities, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

Section 3. Authorization of Tax Exemption; Life of Incentive District. Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in ORC Section 5709.40(A)) is a public purpose and exempt from taxation for a period coextensive with the life of the Incentive District. The life of the Incentive District commences with the first tax year that begins after the effective date of this ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any Parcel within the Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act.

Section 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Lake County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by each County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this ordinance.

Section 5. TIF Fund. This Council hereby establishes the Shamrock/SR44 Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act or this ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

Section 6. Distribution of Funds. Pursuant to the TIF Act, each County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) to the Riverside Local School District and the Auburn Career Center, the amounts required to be paid to each school district pursuant to the terms of the Agreement dated as of September 12, 2018 between the City and the Riverside Local School District.

(ii) to the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds of the City issued to pay or reimburse costs of those Public Infrastructure Improvements or finance costs for those improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Director of Development, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this ordinance.

Section 8. Filings with Ohio Development Services Agency. Pursuant to ORC 5709.40(I), the City Manager is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Development Services Agency within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Director of Finance or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under ORC Section 5709.40(I).

Section 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 10. Effective Date. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

Paul W. Hach, II
President of Council

ATTEST:

Valerie Vargo
Clerk of Council

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

The enclosed area on the map on the following page identifies and depicts the Parcels and the boundaries of the Incentive District, and constitutes part of this **EXHIBIT A**. The Parcels include, without limitation, the tax parcels identified below (as they existed on October 23, 2018), and are included for ease of reference only.

35-A-001-0-00-015-0

35-A-001-0-00-001-0

35-A-001-0-00-004-0

35-A-001-0-00-011-0

15-C-036-H-00-031-0

TRUSTEES
GABE CICONETTI
CHUCK HILLIER
JOSH PENNOCK

TOWNSHIP FISCAL OFFICER
MICHAEL A. PATRIARCA



55 Nye Road
Painesville Twp., Ohio 44077

(440) 352-1443
Fax (440) 352-8169

website: www.painesvilletwp.com

December 5, 2018

Dr. Brian Bontempo, Superintendent
Auburn Career Center Joint Vocational School District
8140 Auburn Road
Concord Township, Ohio 44077

Re: Painesville Township Tax Increment Financing District

Pursuant to Ohio Revised Code Section 5709.73(C), Painesville Township is hereby providing notice that the Board of Trustees intends to consider adoption of a Resolution (the "TIF Resolution") that would declare the "Improvements" (as defined below) relating to the development on parcels described on "Exhibit B" attached to the TIF Resolution (the "Property"), to be a public purpose and exempt from real property taxation. A copy of the proposed TIF Resolution is attached to this notice. Improvements are defined in Ohio Revised Code Section 5709.73 to be the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Resolution if it were not for the exemption granted by the TIF Resolution.

To finance the costs of certain public improvements identified in "Exhibit A" of the TIF Resolution that are necessary as a result of development of the area, the Board of Trustees intends to consider adoption of the TIF Resolution pursuant to Ohio Revised Code Section 5709.73(C), exempting 75% of the Improvements with respect to the Property from real property taxation for a period of 10 years.

The Board of Trustees plans to consider and may adopt the TIF Resolution at its meeting to be held on December 19, 2018, commencing at 4:30 p.m. It is contemplated that the TIF Resolution will be effective immediately upon such adoption.

Any comments which you may have concerning the proposed TIF Resolution should be made to the Township Administrator, prior to that meeting. Please let the undersigned know if additional information is required. Your cooperation in connection with this mutually beneficial project for the community is much appreciated.

Date: December 5, 2018

Painesville Township, Ohio

By: _____


Gabe Cicconetti, Chairman
Painesville Township Board of Trustees

Upon receipt, please sign and date one copy of this notice and return the signed copy to Painesville Township for our files.

Received: Board of Education of the Auburn Career Center Joint Vocational School District

Date: _____, 2018

By: _____

Title: _____

**2018-____ RESOLUTION CREATING AN INCENTIVE DISTRICT, DECLARING
THE IMPROVEMENTS TO THOSE PARCELS WITHIN THE DISTRICT
TO BE A PUBLIC PURPOSE, REQUIRING THE OWNERS OF THOSE
PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, AND
ESTABLISHING A TAX INCREMENT EQUIVALENT FUND.**

WHEREAS, Ohio Revised Code Sections 5709.40 and 5709.73 through 5709.75 (the "Act") provide that this Board may (i) establish an incentive district in which a project is being, or will be, undertaken, (ii) declare that the improvements to parcels within the incentive district are a public purpose, (iii) provide for the making of service payments in lieu of taxes by the owners of specified parcels within the district, and (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the engineer for the Township has certified in the attached "Exhibit A" hereto that the public infrastructure serving the parcels described on "Exhibit B" (hereinafter referred to as the "Property") hereto is inadequate to meet the development needs of the Property as evidenced by the Township's Comprehensive Plan.

WHEREAS, the Township has determined that the public infrastructure improvement project described in "Exhibit C" hereto if undertaken, or caused to be undertaken, by the Township will directly benefit the Property and attract retail development in the area; and

WHEREAS, the Township has declared through its Comprehensive Plan that the use of tax increment financing ("TIF") districts may be established to fund improvements to attract retail development through infrastructure improvements; and

WHEREAS, the Township has determined that it is necessary, appropriate, and in the best interests of the Township to provide for service payments in lieu of taxes with respect to the Property pursuant to the Act; and

WHEREAS, the Property is located in the Riverside Local School District and the Auburn Career Center Joint Vocational School District, and the Boards of Education of those School Districts have received the notice of this Resolution as required by Ohio Revised Code Section 5709.83;

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of Painesville Township, Lake County, Ohio, that:

Section 1. Pursuant to and in accordance with the provisions of the Act, and, in particular, Ohio Revised Code Sections 5709.40 and 5709.73, the Board hereby creates an incentive district, including in it the parcels listed in "Exhibit B" attached hereto and declares the improvements to those parcels within said district to be a public purpose. The Board hereby accepts its engineer's certification that the public infrastructure serving the district is inadequate to meet the development needs of the district as evidenced by the Township's Comprehensive Plan.

Section 2. The Board specifically declares that the recent and upcoming development of the Fairway Pines neighborhood and corresponding commercial property will place additional demands on the public infrastructure in the area. The public infrastructure improvement project as described in "Exhibit C" that is intended to be taken, or caused to be undertaken, by the Township, is hereby declared to be for a public purpose that will directly benefit the parcels in the district, is necessary to meet the development needs of the district, and will also attract retail development in the area.

Section 3. Pursuant to Ohio Revised Code Section 5709.73(C), this Board hereby finds and determines that 100% of the increase in assessed value of the Property that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Resolution were it not for the exemption granted by this resolution (which increase in assessed value is hereinafter referred to as the "Improvements" as defined in Ohio Revised Code Section 5709.73) is a public purpose, and 75% of the Improvements are hereby declared to be a public purpose for a period of 10 years and exempt from taxation, commencing with tax year 2019 and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 10 years or (2) the date on which the Township has collected into the Fund established in "Section 5" hereof, which is a total amount of payments in lieu of taxes available for and sufficient to pay the costs provided in "Section 5" hereof.

Section 4. As provided in Section 5709.911 of the Ohio Revised Code, the Township hereby makes application for an exemption on behalf of the property owners listed in the Property as found in "Exhibit B". Pursuant to and in accordance with Ohio Revised Code Section 5709.74, the owner or owners of the Improvements are hereby required to, and shall make, service payments in lieu of taxes to the Lake County Treasurer on or before the final dates for payment of real property taxes, which service payments shall be deposited in the Fund Established in "Section 5" hereof. This Board hereby authorizes and directs any member of this Board, the Township Administrator, the Township Fiscal Officer, or other appropriate officers of the Township to make such arrangements as are

necessary and proper for the collection from the owner of said service payments in lieu of taxes and to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to receiving payment of said service payments in lieu of taxes.

Section 5. This Board hereby establishes pursuant to and in accordance with the provisions of Section 5709.75 of the Ohio Revised Code, the **Fairway Pines Regional Detention Basin** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the service payments in lieu of taxes distributed to the Township with respect to the Improvements on the Property by or on behalf of the County Treasurer as provided in Section 5709.74 of the Ohio Revised Code, and hereby provides that all of the moneys deposited in the Fund shall be used solely for the following purposes:

- (a) To pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the public infrastructure improvements, including all costs described in Ohio Revised Code Section 133.15(B);
- (b) To pay the principal, interest, and premium, if any, on bonds or notes or other obligations issued under division (H) of Section 5709.73 of the Ohio Revised Code or on other obligations issued or loans entered into by the Township or other governmental entity at the request of the Township to finance the Public Infrastructure Improvements, including refunding or additional bonds or notes or other obligations, and to pay trustee and other costs related to servicing those obligations and providing and replenishing a reserve fund and to pay any costs charged by the lender or issuer of those obligations (if other than the Township); and
- (c) To reimburse the Township or other governmental entity for any funds used by the Township or other governmental entity at the request of the Township to pay costs of the Public Infrastructure Improvements, or to pay interest or principal, or premium, on any of the aforesaid notes, bonds, or loans, prior to receipt of service payments in lieu of taxes as described in "Section 4" hereof.

The Fund shall remain in existence so long as such service payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.75.

Section 6. Pursuant to Section 5709.73 of the Ohio Revised Code, the Township Fiscal Officer of this Board is hereby directed to deliver a copy of the Resolution to the Director of the Department of Development of the State of Ohio within fifteen days after its adoption. On or before March 31st of each year that the exemption set forth in "Section 3" hereof remains in effect, the Township Administrator or other authorized officer of this Township shall prepare and submit to the Director of the Department of

Development of the State of Ohio the status report required under Section 5709.73 of the Ohio Revised Code.

Section 7. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 8. This Resolution shall be in full force and effect from and immediately after its adoption.

I hereby certify that the above is a true and accurate copy of the Resolution adopted by the Painesville Township Board of Trustees at a special Trustees Meeting on the 19th day of December, 2018.

Fiscal Officer

Date

Answers to Questions Numbers 1, 4.a, 4.b, and 5.

PRIVATE PARCELS TO BE EXEMPTED

<u>Parcel Number</u>	<u>Titled Owner</u>	<u>Address of Owner</u>	<u>Date Acquired</u>
11-B-038-0-00-001-0	Fairway Development, LLC	7555 Fredle, Ste 210, Concord Township Ohio 44077	10/25/2005
11-B-044-0-00-007-0	Slovene Home for the Aged Foundation	18621 Neff Rd., Cleveland, Ohio 44119	5/24/2013
11-B-036-0-00-007-0	Slovene Home for the Aged Foundation	18621 Neff Rd., Cleveland, Ohio 44119	6/20/2013
11-B-036-0-00-014-0	Fairway Pines Development, LLC	5201 Richmond Rd., Bedford Hts. Ohio 44146	10/24/2017
11-B-036-0-00-013-0	Slovene Home for the Aged Foundation	18621 Neff Rd., Cleveland, Ohio 44119	6/20/2013
11-B-036-C-00-002-0	Fairway Pines Development, LLC	5201 Richmond Rd., Bedford Hts. Ohio 44146	8/17/2018
11-B-036-C-00-006-0	Fairway Pines Development, LLC	5201 Richmond Rd., Bedford Hts. Ohio 44146	8/17/2018
11-B-036-C-00-004-0	Fairway Pines Development, LLC	5201 Richmond Rd., Bedford Hts. Ohio 44146	8/17/2018
11-B-036-C-00-005-0	NVR, Inc.	6770 w. Snowville Rd., Brecksville, Ohio 44141	8/29/2018
11-B-036-C-00-001-0	Fairway Pines Development, LLC	5201 Richmond Rd., Bedford Hts. Ohio 44146	8/17/2018
11-B-036-C-00-003-0	NVR, Inc.	6770 w. Snowville Rd., Brecksville, Ohio 44141	8/29/2018

“EXHIBIT C”

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENT

The Public Infrastructure Improvement includes the following:

1. The construction of a Regional Detention Basin that will accept excess storm water from the new subdivision and surrounding area. The detention basin will store excess storm water and control the release of water into the Outrigger Ditch.
2. Construction of all necessary infrastructures to support the described improvement.
3. The acquisition of the Easement necessary to construct the regional detention basin and support its function.

Gary Platko

7:35 AM (1
hour ago)

to me

Hi Sherry,

Looks like I don't have a letter in regards to Blase Nemeth. We did meet with officials from Painesville Township recently in regards to a TIF for the Fairway Pines development for a regional retention basin (we may be referring to the same project). They are working on a 10 year 75% TIF, which they can do without our permission. They are raising approximately \$2M for the project and will terminate the TIF once the project is paid for. They are still early in the process and working on determining the exact cost for the project.

I do have the attached letter from City of Painesville regarding an abatement for MBI Renaissance Properties (I thought this was the one Brian was referring to, but I may be mistaken). There are too many of these abatements happening lately.

Thanks,

Gary A. Platko, CPA
Treasurer/CFO
Riverside Local School District
585 Riverside Drive
Painesville, OH 44077
www.riversidelocalschools.com

Phone: 440-352-0668
Direct: 440-358-8209
Fax: 440-639-1959

Projected Homes Built by Ryan							
Year	2018	2019	2020	2021	2022	2023	Total
Homes Built	15	74	71	36	36	25	Project
Small							
Large							
	\$ 2,611,867.70	\$ 12,885,214.01	\$ 12,362,840.47	\$ 6,268,482.49	\$ 6,268,482.49	\$ 4,353,112.84	
	\$ 1,456,809.34	\$ 7,186,926.07	\$ 6,895,564.20	\$ 3,496,342.41	\$ 3,496,342.41	\$ 2,428,015.56	
Sum of Property Values	\$ 4,068,677.04	\$ 20,072,140.08	\$ 19,258,404.67	\$ 9,764,824.90	\$ 9,764,824.90	\$ 6,781,128.40	\$ 69,710,000.00
Less Original Value	\$ (27,598.25)	\$ (136,151.36)	\$ (130,631.71)	\$ (66,235.80)	\$ (66,235.80)	\$ (45,997.08)	\$ (472,850.00)
Net Increase in Valuation	\$ 4,041,078.79	\$ 19,935,988.72	\$ 19,127,772.96	\$ 9,698,589.11	\$ 9,698,589.11	\$ 6,735,131.32	\$ 69,237,150.00

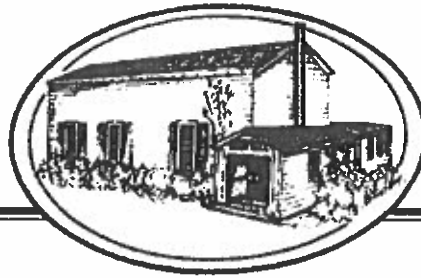
parcel 11-B-036-0-00-014-0
market value 168,960

Sum of Property Values	\$ 4,068,677.04	\$ 20,072,140.08	\$ 19,258,404.67	\$ 9,764,824.90	\$ 9,764,824.90	\$ 6,781,128.40	
Less Original Value	\$ 168,960.00	\$ 168,960.00	\$ 168,960.00	\$ 168,960.00	\$ 168,960.00	\$ 168,960.00	
Net Increase in Valuation	\$ 4,041,078.79	\$ 19,935,988.72	\$ 19,127,772.96	\$ 9,698,589.11	\$ 9,698,589.11	\$ 6,735,131.32	
@35% rounded to nearest 10	\$ 1,414,380.00	\$ 6,977,600.00	\$ 6,694,720.00	\$ 3,394,510.00	\$ 3,394,510.00	\$ 2,357,300.00	
@75%	\$ 1,060,785.00	\$ 5,233,200.00	\$ 5,021,040.00	\$ 2,545,882.50	\$ 2,545,882.50	\$ 1,767,975.00	
x tax rate of 75.793805	\$ 80,400.93	\$ 396,644.14	\$ 380,563.73	\$ 192,962.12	\$ 192,962.12	\$ 134,001.55	
- rollbacks	\$ (7,731.43)	\$ (38,141.70)	\$ (26,979.29)	\$ (18,555.43)	\$ (18,555.43)	\$ (12,885.73)	
total tax due	\$ 72,669.50	\$ 358,502.44	\$ 353,584.44	\$ 174,406.69	\$ 174,406.69	\$ 121,115.82	
Less Manadatory Reimb	\$ (11,721.44)	\$ (57,285.73)	\$ (57,032.46)	\$ (28,131.47)	\$ (28,131.47)	\$ (19,535.75)	
Reduction for FMV %	15%	\$ (10,900.43)	\$ (53,775.37)	\$ (53,037.67)	\$ (26,161.00)	\$ (26,161.00)	\$ (18,167.37)
Total Reimb	\$ (22,621.87)	\$ (111,061.10)	\$ (110,070.13)	\$ (54,292.47)	\$ (54,292.47)	\$ (37,703.12)	
Current YR Increase	\$ 50,047.64	\$ 247,441.34	\$ 243,514.31	\$ 120,114.22	\$ 120,114.22	\$ 83,412.70	
Total Increase	\$ 50,047.64	\$ 297,488.98	\$ 541,003.29	\$ 661,117.51	\$ 781,231.73	\$ 864,644.43	
Accum Total for Project	\$ 50,047.64	\$ 347,536.62	\$ 888,539.91	\$ 1,549,657.42	\$ 2,330,889.15	\$ 3,195,533.57	

Bainbridge Township

TRUSTEES:

Jeffrey S. Markley
Kristina O'Brien
Lorrie Sass Benza
(440) 543-9871
(440) 543-4654 Fax

**FISCAL OFFICER:**

Janice S. Sugarman
(440) 543-9871
Fax (440) 543-1589

www.bainbridgetwp.com

BAINBRIDGE TOWN HALL

17826 Chillicothe Road

GEAUGA COUNTY

Chagrin Falls, Ohio 44023

December 7, 2018

VIA HAND DELIVERY

Board of Education
Auburn Career Center
Attn: Dr. Brian Bontempo, Superintendent
8140 Auburn Road
Concord Township, OH 44077

Subject: Ohio Revised Code Sections 5709.83 Notice
Proposed Tax Exemption and Tax Increment Financing

Notice is hereby given that the Board of Township Trustees of Bainbridge Township (Geauga County), Ohio (the "Township") intends to consider a resolution (the "TIF Resolution") exempting 75% of the increase in the assessed value of certain real property located in the Township subsequent to the passage of the TIF Resolution (the "Improvement") from real property taxes commencing, for each parcel, the earlier of (i) the first tax year for which an Improvement of at least \$50,000 in assessed value (i.e., 35% of true value) on the parcel first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2040, and ending 10 years after such date. A copy of the proposed TIF Resolution is enclosed.

The Township Trustees will consider the TIF Resolution at their special meeting occurring on December 21, 2018 at 8:00 a.m. at Bainbridge Town Hall. If you have any questions regarding the TIF Resolution prior to the meeting, please do not hesitate to contact one for the township trustees by email at trustees@bainbridgetwp.com or by phone at (440) 543-9871.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Markley", is written over a faint, larger version of the same signature.

Jeff Markley, Chairman

On Behalf of the Bainbridge Township Board of Trustees

PH#	# Acres	Location Address	Street	Owner Name	L_NAME	MiddlandVal	MktmptVal	Property description	Zone
02-007900	0.16	AURORA RD	AURORA RD	MISLOSKY FLORENCE E TOD	MISLOSKY	\$8,600.00	\$34,700.00	building split - prime for redev	MUP
02-014200	5.02	7368 PETTIBONE RD	PETTIBONE RD	PARKSIDE CHURCH	PARKSIDE	\$75,700.00	\$144,800.00	House w of Root N of Pettibone - RSA	RSA
02-037000	0.97	7331 AURORA RD	AURORA RD	BALDERAS MANUEL & ERNESTINA & FELIPE & JUANA	BALDERAS	\$64,600.00	\$50,300.00	Landscape building??	MUP
02-040700	0.51	18925 SUMMIT ST	SUMMIT ST	TOLSTYKH BORIS & LAUBER ININA & TOLSTYKH ALEKSANDRA	TOLSTYKH	\$26,600.00	\$71,200.00	Occupied home water issues	MUP
02-050900	0.65	7353 AURORA RD	AURORA RD	CHRISTLEY NORMAN L TRUSTEE	CHRISTLEY	\$70,700.00	\$0.00	Speedway driveways - corner	MUP
02-050400	0.75	AURORA RD	AURORA RD	CHRISTLEY NORMAN L TRUSTEE	CHRISTLEY	\$32,700.00	\$0.00	Speedway pumps and parking	MUP
02-065100	1.19	7286 AURORA RD	AURORA RD	HOEHN MARK A & LAURA A	HOEHN	\$108,800.00	\$457,700.00	Odyssey - building	MUP
02-066500	0.5	AURORA RD	AURORA RD	HOEHN MARK A & LAURA A	HOEHN	\$32,300.00	\$0.00	Odyssey - parking	MUP
02-083448	0.2	AURORA RD	AURORA RD	BAINBRIDGE PROPERTIES LLC	BAINBRIDGE	\$9,800.00	\$0.00	88W cycle parking & green space	MUP
02-083449	0.41	7309 AURORA RD	AURORA RD	BAINBRIDGE PROPERTIES LLC	BAINBRIDGE	\$29,800.00	\$0.00	BMW parking (7309 not used)	MUP
02-083450	1.15	7315 AURORA RD	AURORA RD	BAINBRIDGE PROPERTIES LLC	BAINBRIDGE	\$77,400.00	\$446,200.00	BMW - northcoast cycle building	MUP
02-112300	4.86	7270 PETTIBONE RD	PETTIBONE RD	PARKSIDE CHURCH	PARKSIDE	\$83,100.00	\$164,500.00	House w of Root N of Pettibone - RSA	RSA
02-114610	10.21	7204 PETTIBONE RD	PETTIBONE RD	PARKSIDE CHURCH INC	PARKSIDE	\$134,900.00	\$67,100.00	RSA - House NE corner Root/Pettibone	RSA
02-122200	3.03	7035 AURORA RD	AURORA RD	NEW PAR	NEW	\$60,000.00	\$22,400.00	Cell tower between Sherwin Williams & discount tire	MUP
02-125100	44.38	GEAUGA LAKE RD	GEAUGA LAKE RD	GEAUGA LAKE LLC	GEAUGA	\$430,400.00	\$0.00	Vacant - N of Depot RSA	RSA
02-125300	0.99	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$43,300.00	\$0.00	GL lakefront - vacant - MUP	MUP
02-125400	3.56	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$165,000.00	\$0.00	GL lakefront - vacant - MUP	MUP
02-125600	4.59	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$167,500.00	\$0.00	Water slide? - vacant - MUP	MUP
02-125700	46.79	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$315,200.00	\$0.00	The actual lake - Geauga Lake	MUP
02-125800	4	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$164,300.00	\$0.00	Vacant - MUP	MUP
02-125900	0.71	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$5,400.00	\$0.00	Vacant - MUP	MUP
02-126000	2.4	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$82,500.00	\$0.00	Vacant - MUP	MUP
02-126100	3.7	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$143,100.00	\$0.00	Vacant parcel frontage on Aurora Road & lake	MUP
02-126200	10.14	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$372,600.00	\$0.00	Vacant - MUP	MUP
02-126300	12.63	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$515,600.00	\$0.00	Vacant parcel frontage on Aurora Road & lake	MUP
02-126400	2.46	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$93,600.00	\$0.00	Vacant MUP - N of Depot	MUP
02-126500	95.18	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$4,541,600.00	\$0.00	Vacant consolidate from Meijer case	MUP
02-126600	0.6	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$19,400.00	\$0.00	Vacant parcel	MUP
02-126700	41.39	AURORA RD	AURORA RD	GEAUGA LAKE LLC	GEAUGA	\$1,426,900.00	\$0.00	Proposed Meijer site	MUP
02-158400	1.21	SUMMIT ST	SUMMIT ST	HEDGES JOHN R	HEDGES	\$7,200.00	\$0.00	Vacant bldg	MUP
02-208100	6.36	PETTIBONE RD	PETTIBONE RD	PARKSIDE CHURCH	PARKSIDE	\$74,600.00	\$0.00	Vacant RSA	RSA
02-257200	0.52	7337 AURORA RD	AURORA RD	MISLOSKY FLORENCE E TOD	MISLOSKY	\$30,100.00	\$64,400.00	dwelling	MUP
02-257300	0.17	AURORA RD	AURORA RD	MISLOSKY FLORENCE E TOD	MISLOSKY	\$10,900.00	\$0.00	building exists- prime for redev	MUP
02-257400	0.81	7339 AURORA RD	AURORA RD	MISLOSKY FLORENCE E TOD	MISLOSKY	\$46,900.00	\$25,400.00	dwelling	MUP
02-270650	1.22	7207 PETTIBONE RD	PETTIBONE RD	PARKSIDE CHURCH	PARKSIDE	\$37,700.00	\$124,400.00	House w of Root S of Pettibone RSA	RSA
02-271600	1.01	7045 AURORA RD	AURORA RD	ABC BAINBRIDGE LLC	ABC	\$74,800.00	\$37,700.00	Sherwin Williams plaza	MUP
02-323700	16.88	19124 BREWSTER RD	BREWSTER RD	GEAUGA LAKE LLC	GEAUGA	\$166,900.00	\$0.00	N of Depot RSA - vacant	RSA
02-323800	3	BREWSTER RD	BREWSTER RD	GEAUGA LAKE LLC	GEAUGA	\$49,110.00	\$0.00	Vacant	MUP
02-324000	6.26	DEPOT RD	DEPOT RD	GEAUGA LAKE LLC	GEAUGA	\$206,600.00	\$6,500.00	east side of lake - MUP structure?	MUP
02-324100	9.76	BREWSTER RD	BREWSTER RD	GEAUGA LAKE LLC	GEAUGA	\$427,800.00	\$6,900.00	Vacant - MUP	MUP
02-324300	12.81	BREWSTER RD	BREWSTER RD	GEAUGA LAKE LLC	GEAUGA	\$704,000.00	\$11,900.00	East side of lake - may have minor structures	MUP
02-333510	3.1	7307 AURORA RD	AURORA RD	KOZENT LLC	KOZENT	\$187,700.00	\$712,300.00	OMI - business former Sintas	MUP
02-379370	2.09	7025 AURORA RD	AURORA RD	HALLE PROPERTIES LLC	HALLE	\$82,500.00	\$214,200.00	Discount Tire	MUP
02-419537	1.66	AURORA RD	AURORA RD	CHRISTLEY NORMAN L TRUSTEE	CHRISTLEY	\$146,000.00	\$335,100.00	Speedway building	MUP
02-420210	5.41	GEAUGA LAKE RD	GEAUGA LAKE RD	GEAUGA LAKE LLC	GEAUGA	\$87,500.00	\$0.00	Vacant - N of Depot RSA	RSA
02-420673	1.22	DEPOT RD	DEPOT RD	OWEN KAREN M	OWEN	\$5,200.00	\$0.00	Vacant	MUP
02-420750	1.64	7075 AURORA RD	AURORA RD	HOME SAVINGS & LOAN COMPANY OF YOUNGSTOWN OH	HOME	\$571,500.00	\$507,500.00	Bank Building	MUP
02-420751	1.72	7105 AURORA RD	AURORA RD	7105 N AURORA ROAD LLC	7105	\$599,400.00	\$381,200.00	Bob Evans	MUP
02-420752	1.66	7135 AURORA RD	AURORA RD	RUBY TUESDAY INC	RUBY	\$578,500.00	\$384,800.00	Ruby Tuesday	MUP

02-420753	1.64	7165 AURORA RD	AURORA RD	7155 AURORA ROAD LLC	7155	\$571,500.00	\$600,400.00	Samuti Steakhouse	MUP
02-420754	1.76	7195 AURORA RD	AURORA RD	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$613,300.00	\$388,500.00	McDonalds	MUP
02-420755	8.33	7005 MARKET PLACE DR	MARKET PLACE DR	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$623,300.00	\$5,013,400.00	Kohl's plaza	MUP
02-420756	17.77	7235 MARKET PLACE DR	MARKET PLACE DR	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$1,527,700.00	\$7,166,500.00	Walmart & parking	MUP
02-420805	11.36	7705 MARKET PLACE DR	MARKET PLACE DR	RE AURORA OHIO FAMILY LLC	RE	\$1,068,000.00	\$6,360,400.00	Steinmart - Party City plaza&parking	MUP
02-420974	2.22	7080 AURORA RD	AURORA RD	V & V LAKESHORE LTD	V	\$395,900.00	\$413,600.00	Bank Building	MUP
02-420975	2.22	7070 AURORA RD	AURORA RD	CHICK FIL A INC	CHICK	\$618,900.00	\$0.00	Vacant parcel	MUP
02-420976	1.52	7040 AURORA RD	AURORA RD	V & V LAKESHORE LTD	V	\$393,800.00	\$362,200.00	Mattress firm bldg/barber	MUP
02-420977	2.12	18865 GILES RD	GILES RD	V & V LAKESHORE LTD	V	\$514,700.00	\$700,500.00	Buffalo Wild Wings	MUP
02-420978	2.05	7010 AURORA RD	AURORA RD	WATERWAY GAS & WASH COMPANY	WATERWAY	\$714,400.00	\$797,100.00	Waterway building	MUP
02-420979	14.25	18800 NORTH MARKET PLACE DR	NORTH MARKET PLACE DR	HD DEVELOPMENT OF MARYLAND INC	HD	\$1,425,000.00	\$7,675,000.00	Home Depot	MUP
02-420980	1.35	NORTH MARKET PLACE DR	NORTH MARKET PLACE DR	V & V LAKESHORE LTD	V	\$67,500.00	\$0.00	N. Market Place - vacant subplot 7	MUP
02-420981	13.1	18855 NORTH MARKET PLACE DR	NORTH MARKET PLACE DR	TARGET CORPORATION	TARGET	\$1,310,000.00	\$5,078,100.00	Target	MUP
02-420982	28.7	18813 NORTH MARKET PLACE DR	NORTH MARKET PLACE DR	V & V LAKESHORE LTD	V	\$1,935,500.00	\$3,388,700.00	Textil & Timber/parking & dev area	MUP
02-420983	12.54	NORTH MARKET PLACE DR	NORTH MARKET PLACE DR	V & V LAKESHORE LTD	V	\$38,500.00	\$0.00	N. Market Place - green space	MUP
02-420984	1.08	7090 AURORA RD	AURORA RD	V & V LAKESHORE LTD	V	\$3,300.00	\$0.00	Vacant - green space N. Market Place	MUP
02-420989	2.61	7020 AURORA RD	AURORA RD	RYAN LLC	RYAN	\$619,400.00	\$230,200.00	Steak & Shake	MUP
02-421195	3.7	7305 MARKET PLACE DR	MARKET PLACE DR	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$370,000.00	\$3,135,100.00	Dick's Sporting Goods	MUP
02-421196	30.96	7355 MARKET PLACE DR	MARKET PLACE DR	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$759,600.00	\$3,841,800.00	Pet Smart	MUP
02-421197	43.36	7205 AURORA RD	AURORA RD	MARKETPLACE ASSOCIATES LLC	MARKETPLACE	\$1,783,600.00	\$7,402,700.00	Market Place 4 corner - remainder lot green space and partially buildable	MUP
02-421314	2.15	7050 AURORA RD	AURORA RD	V & V LAKESHORE LTD	V	\$517,300.00	\$1,080,800.00	Aldi grocery	MUP
02-729283	40.45	7100 PETTIBONE RD	PETTIBONE RD	CHAPEL INC THE	CHAPEL	\$827,300.00	\$10,856,300.00	Main Church lot - RSA	RSA
02-729367	63.85	GEAUGA LAKE RD	GEAUGA LAKE RD	BAINBRIDGE TOWNSHIP TRUSTEES THE	BAINBRIDGE	\$509,700.00	\$0.00	Zoned App - Township land	APP
02-729433	4.26	7040 PETTIBONE RD	PETTIBONE RD	TRUTH FOR LIFE	TRUTH	\$130,900.00	\$3,983,700.00	Truth for Life/old VFW - MUP	MUP
02-900039	22.79	RAILROAD	RAILROAD	CLEVELAND COMMERCIAL RAILROAD	CLEVELAND	\$0.00	\$419,510.00	Railroad parcel - RSA	RSA
						Land value	Structure val		