

6742

**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
WEDNESDAY, DECEMBER 16, 2020 – 7:00 P.M.  
MCDONALD LOCAL SCHOOLS FACEBOOK LIVE  
Facebook Link on [www.mcdonald.k12.oh.us](http://www.mcdonald.k12.oh.us)  
MCDONALD, OHIO 44437**

The McDonald Local District Board of Education held a Regular Meeting on Wednesday, December 16, 2020, at 7:00 p.m., on McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:03 p.m., by President John Saganich. Treasurer Megan Titus called the roll:

Roll Call: Joseph Cappuzzello (on phone), Thomas Hannon, Jody Klase,  
Donna Shields, John Saganich

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

**Res. 20-254** Approve agenda for Regular Meeting of December 16, 2020

Mrs. Klase moved and Mrs. Shields seconded

Discussion: Remove Qualite Resolution (Table)

Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 20-255** Approval of Board Minutes:

Regular Meeting – November 18, 2020

# 6743

Mrs. Klase moved and Mrs. Shields seconded

Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

Recognition of Visitors / Audience Participation - None

Old Business: any Old Business to bring before the Board - None

New Business:

A. Program/Policy Committee – Donna Shields, Chairperson

## Res. 20-256

### OPEN MEETINGS ACT

Resolved, that during the emergency declared by Executive Order 2020-01D (issued on March 9, 2020), and not beyond July 1, 2021, the Board of Education shall call and conduct all regular, special and emergency meetings in accordance with the provisions of the Open Meetings Act and Section 12 of Amended H.B. 197, and further in compliance with any future lawful and binding act or order of a local, state or federal governmental entity.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Hannon seconded

Yeas: Shields, Hannon, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

## Res. 20-257

### SUSPEND PUBLIC PARTICIPATION AT BOARD MEETINGS

Resolution to suspend board policy regarding public participation at board meetings. (See Exhibit A)

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Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Hannon seconded  
Yeas: Shields, Hannon, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 20-258** FACILITIES USE AGREEMENT

Resolution to approve a Facilities Use Agreement, effective January 1, 2021, with the Village of McDonald and the McDonald Local School District Board of Education. (See Exhibit B)

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Hannon seconded  
Yeas: Shields, Hannon, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 20-259** POLICY – SECOND READING

Resolution to approve the second reading of the following policy to revise, add, remove, or other:

BDC	EXECUTIVE SESSIONS
DM	DEPOSIT OF PUBLIC FUNDS (CASH COLLECTION POINTS)
EDE	COMPUTER/ONLINE SERVICES (ACCEPTABLE USE AND INTERNET SAFETY)

6745

EDE-E	COMPUTER NETWORK AGREEMENT FORM
DH	BONDED EMPLOYEES AND OFFICERS
DJB	PETTY CASH ACCOUNTS
EDE-R	COMPUTER/ONLINE SERVICES (ACCEPTABLE USE AND INTERNET SAFETY)

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Hannon seconded  
Yeas: Shields, Hannon, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 20-260** RENEWAL OF OSBA SERVICES

Resolution to approve the following agreements and amounts applicable for January 1, 2021 through December 31, 2021:

1. OSBA Legal Assistance Fund Consultant Services for 2021, in the amount of \$250.
2. OSBA Annual Membership Dues, the OSBA Briefcase (electronic version), and the OSBA School Management news (electronic version), in the amount of \$3,252.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Shields moved and Mr. Hannon seconded  
Yeas: Shields, Hannon, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

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Finance Committee – Joseph Cappuzzello, Chairperson

**Res. 20-261** TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: November, 2020

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded  
Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich  
Nays: None  
President declared motion carried

**Res. 20-262** DONATIONS

Resolution to accept the following donations:

<b>DONOR</b>	<b>AMOUNT</b>	<b>FUND</b>	<b>PURPOSE</b>
William Wayne Jr. and Susan Wayne	\$100	018-9115	Student Outreach Program general donation.
Jeffrey and Cheryl Politano	\$50	018-9115	Student Outreach Program general donation.
Carol Augustine	\$200	018-9115	Student Outreach Program general donation.

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded  
Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich  
Nays: None  
President declared motion carried

**6747**

**Res. 20-263** FY 2022 TAX BUDGET

Resolution to approve the FY 2022 Tax Budget as presented for the fiscal year commencing July 1, 2021 through December 31, 2022. (See Exhibit C)

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 20-264** TRAVELERS INSURANCE BONDS

Resolution to approve position bonds from Travelers Insurance for a two (2) year period, January 1, 2021 through December 31, 2022. (See Exhibit D)

Upon the recommendation of the district treasurer, I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Personnel Committee – Jody Klase, Chairperson

**Res. 20-265** ACT BOOT CAMP

Resolution to approve the payment of the following staff for this year's ACT Boot Camp, in the amount of \$20.50 per hour worked:

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Shannon Averell      Michael Hecker      Danielle Ronghi

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Shields seconded  
Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich  
Nays: Nays  
President declared motion carried

**Res. 20-266**    ELEMENTARY TITLE 1 TUTOR

Resolution to hire Madalyn Bitner, as an Elementary Title 1 Tutor, at \$17.00 per hour, not to exceed 30 hours per week, effective after January 1, 2021.

Upon the recommendation of the district superintendent, I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Shields seconded  
Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich  
Nays: Nays  
President declared motion carried

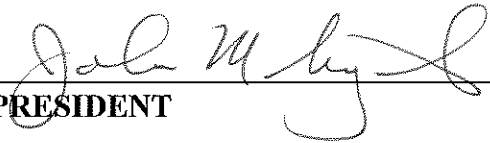
**Res. 20-267**    ADJOURNMENT

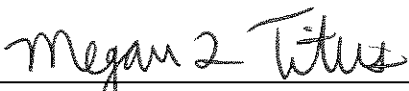
Mrs. Klase moved and Mrs. Shields seconded to adjourn the Regular Meeting at 7:38 p.m.

Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich  
Nays: None  
President declared motion carried

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ATTEST:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
TREASURER



**Exhibit A**

**RESOLUTION SUSPENDING BOARD POLICY REGARDING  
PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in special session on the 16<sup>th</sup> day of December, 2020, at 7:00 p.m., with the following members present:

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

The Treasurer advised the Board that the notice requirement of R.C. 121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following resolution:

WHEREAS, pursuant to Ohio House Bill 404, signed into law by Governor DeWine on November 23, 2020, members of a public body may hold, attend, and participate in meetings by means of teleconference, video conference, or any other similar electronic technology; and

WHEREAS, in conformance with the Executive Orders of the Governor’s Office and the Ohio Department of Health, issued in March, 2020, prohibiting large gatherings of people and closing school buildings in response to the Coronavirus pandemic, the Board has determined to exercise its authority to hold today’s meeting by means of McDonald Local Schools Facebook Live; and

WHEREAS, holding a meeting via telephone or video-conference may preclude members of the public from participating by way of public comment, as otherwise required by Board Policy BDDH; and

WHEREAS, to ensure compliance with its own Policies, the Board desires to suspend Board Policy BDDH for the duration of this meeting.

THEREFORE, BE IT RESOLVED, by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

Section 1. Pursuant to and in accordance with Board Policy BFF – “Suspension of Policies,” the Board of Education hereby suspends Board Policies BDDH and KD – “Public Participation at Board Meetings,” in its entirety, for the duration of this meeting.

Section 2. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public, in compliance with the law.

\_\_\_\_\_ seconded the Motion, and upon roll call, the vote resulted as follows:

_____	_____
_____	_____
_____	

Motion passed and adopted this 16<sup>th</sup> day of December, 2020

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

ATTEST:

\_\_\_\_\_  
Treasurer

## FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this "Agreement") is effective January 1, 2021 (the "Effective Date"), even though signed on a date or dates other than the Effective Date, by and between the VILLAGE OF McDONALD, OHIO, an Ohio municipal corporation (the "Village") and the McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, a public school district organized and existing pursuant to Ohio law (the "District"). The Village and the District are hereinafter referred to collectively as the "Parties" and individually as a "Party. "

### BACKGROUND

The District desires to use the Village's facilities for District sponsored practices, games, matches, and meets for boys baseball, girls softball, girls tennis, and boys and girls cross country athletic activities. The Village, for the benefit of its residents who are also students, parents of students and faculty at the McDonald Local Schools, desires to permit the District to use the Village's facilities. At regularly scheduled meetings, the Village, by and through its Council, and the District, by and through its Board of Education, respectively, approved the entering into of this Agreement. Now, therefore, in consideration of the foregoing premises and the mutual promises set forth in this Agreement, the Parties intend to be legally bound for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### ARTICLE I USE

1.1 District Use of Facilities. The Village permits the District to have the nonexclusive use of the Village's facilities described in Exhibit A attached hereto and incorporated herein (hereinafter the "Facilities") for the purposes of providing, conducting, and supervising District sponsored practices, games, matches, and meets for boys baseball, girls softball, girls tennis, and boys and girls cross country athletic activities (the "District Use" or a "District Use Event"). The District Use of the Facilities is subject to and shall not interfere with the Village's use of the Facilities and is limited to the dates and times agreed to by the Parties.

1.2 Fees. Except as otherwise set forth herein, the Village shall not charge the District a rental, lease or other fee for the District Use.

1.3 Scheduling of Activities. Promptly upon receipt of schedules for Ohio High School Athletic Association events and otherwise on a periodic basis, the District shall submit to the Village in writing a list of dates, times and descriptions of the proposed District Use Events. If requested by the Village, the Parties shall thereafter confer or meet at mutually agreeable dates and times to revise the schedule of dates and times for the District Use Events. For these purposes, the Village Administrator or his/her designee shall be the Village's representative and the District Athletic Director or his/her designee shall be the District's representative. Notwithstanding anything herein to the contrary, the Village has the right to preempt the District Use with reasonable, advance notice to the District.

1.4 Safety of Users/Responsibility for Staffing the Facilities. The District at all times accepts the Facilities in their "AS IS" condition, without any express or implied representations or

warranties of any kind by Village. The District is responsible for the safety of all Users present at the Facilities for the District Use. The District is also responsible for the staffing of the Facilities, if needed, for the District Use. As used herein, the term "User" shall mean any student of either the District or another school district or any employee, agent or representative of either the District or another school district participating in, coaching at, working at or supervising a District Use Event, or any other person present at the Facilities as a spectator of or attendee of a District Use Event.

1.5 Rules and Regulations. The District shall be responsible for all Users complying with all rules, regulations and security measures adopted, posted or required by the Village for use of the Facilities.

## ARTICLE II TERM

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue on a year-to-year basis on the same terms and conditions contained herein, unless terminated sooner as herein provided (the "Term").

2.2 Termination. Notwithstanding any other provisions of this Agreement to the contrary, either Party, in its sole discretion, may terminate this Agreement with one hundred twenty (120) days advance, written notice to the other Party.

## ARTICLE III MAINTENANCE/OBLIGATIONS

3.1 Furnishings, Equipment, and Supplies. Upon the advance request of the District, the Village may but is not obligated to allow the District to use the Village's furnishings, equipment, and supplies for a District Use Event.

3.2 Maintenance/Improvements.

(a) Prior to each District Use Event, the District, at its sole cost and expense, may perform any and all actions and provide material including, without limitation, perform such actions as grass cutting, trimming, infield maintenance at the baseball fields, clearing debris from the tennis courts, and preparation and maintenance of the cross county course in Woodland Park, that the District deems desirous to maintain and/or prepare the Facilities for each District Use Event. For the avoidance of doubt, the District understands and agrees that the Village shall not perform any actions or provide material whatsoever to prepare the Facilities for any District Use Event, other than maintenance as set forth in section 3.2(f).

(b) The Village shall provide the District with one set of keys to the following: Woodland Park bathrooms, Woodland Park kitchen, baseball fields bathrooms, and baseball fields concession stand. The District may use these areas for the District Use, provided the District complies with the maintenance and other obligations regarding these areas as set forth herein. If the District fails to do so, upon written notice to the District, the Village may revoke the District's access to any or all of these areas. Upon termination of this Agreement, the District shall return to the Village all keys in the District's possession.

Section 2. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public, in compliance with the law.

\_\_\_\_\_ seconded the Motion, and upon roll call, the vote resulted as follows:

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

\_\_\_\_\_

Motion passed and adopted this 16<sup>th</sup> day of December, 2020

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

ATTEST:

\_\_\_\_\_  
Treasurer

**Exhibit A**

**RESOLUTION SUSPENDING BOARD POLICY REGARDING  
PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in special session on the 16<sup>th</sup> day of December, 2020, at 7:00 p.m., with the following members present:

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

\_\_\_\_\_

The Treasurer advised the Board that the notice requirement of R.C. 121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following resolution:

WHEREAS, pursuant to Ohio House Bill 404, signed into law by Governor DeWine on November 23, 2020, members of a public body may hold, attend, and participate in meetings by means of teleconference, video conference, or any other similar electronic technology; and

WHEREAS, in conformance with the Executive Orders of the Governor's Office and the Ohio Department of Health, issued in March, 2020, prohibiting large gatherings of people and closing school buildings in response to the Coronavirus pandemic, the Board has determined to exercise its authority to hold today's meeting by means of McDonald Local Schools Facebook Live; and

WHEREAS, holding a meeting via telephone or video-conference may preclude members of the public from participating by way of public comment, as otherwise required by Board Policy BDDH; and

WHEREAS, to ensure compliance with its own Policies, the Board desires to suspend Board Policy BDDH for the duration of this meeting.

THEREFORE, BE IT RESOLVED, by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

Section 1. Pursuant to and in accordance with Board Policy BFF – "Suspension of Policies," the Board of Education hereby suspends Board Policies BDDH and KD – "Public Participation at Board Meetings," in its entirety, for the duration of this meeting.

(c) After the conclusion of each District Use Event, the District shall immediately (i) perform or cause to be performed any necessary cleaning and maintenance of the Facilities including without limitation the areas listed in section 3.2(b), and (ii) return and restore the Facilities including without limitation the areas listed in section 3.2(b) to their condition prior to each District Use Event. If the District fails to perform such actions to the satisfaction of the Village, in its sole discretion, the Village in addition to any other remedies shall have the right without notice to the District to perform or cause to be performed such services and charge the District for all costs and expenses incurred. The District shall reimburse the Village for all such costs and expenses within thirty (30) days after the Village's written request for reimbursement.

(d) Regarding all cross country meets, the District shall (i) contract for at least five standard porta-a-johns and one handicap port-a-john for use in addition to the Woodland Park restrooms, and (ii) after each meet concludes, transport polycarts to Freed Drive so the Village's contractor may empty the polycarts, with the exception of assuring two completely empty polycarts remain at the Woodland Park pavilion.

(e) The District shall not make any alterations, improvements, or additions to the Facilities without the prior, written consent of the Village in its sole discretion.

(f) The Village shall be responsible for and shall pay for the cost of any capital improvements to the Facilities, which shall be performed at the Village's sole discretion. Notwithstanding anything herein to the contrary, the Village reserves the right, in its sole discretion and on its schedule, to maintain the Facilities for use by Village residents and the public.

3.3 Responsibility for Damage. The District shall be responsible for the repair of any damage to the Facilities due to, as a result of, or caused by the District, its Users, or the District Use. The repairs shall restore the Facilities to their condition prior to such damage. If the District fails to repair the Facilities to the satisfaction of the Village, in its sole discretion, the Village shall have the right without notice to the District to perform or cause to be performed the repairs and charge the District for all costs and expenses incurred. The District shall reimburse the Village for all such costs and expenses within thirty (30) days after the Village's written request for reimbursement.

#### ARTICLE IV INDEMNIFICATION

The District shall indemnify, hold harmless, save, defend and bear the costs of defending the Village, together with its elected officials, appointed officials, employees, volunteers, and agents, from, against and with respect to any and all injury, death, damage, loss, expense (including, but not limited to, any court costs, litigation expenses, and reasonable attorney fees), action, suit, proceeding, demand, or judgment (collectively, "Losses") to or against the Village, up to a maximum of Ten Thousand Dollars (\$10,000.00) for each year during calendar year of the Term arising out of or in connection with the District Use or from the District's breach or non-performance of any of its covenants or agreements contained in this Agreement. The District's obligations hereunder are in addition to any insurance coverage provided by the District pursuant to Article V.

## ARTICLE V INSURANCE

5.1 Liability Insurance Policy. The District shall, at its own cost and expense, maintain throughout the Term a policy of general liability insurance providing coverage on an occurrence basis with a limit of no less than One Million Dollars (\$1,000,000) per occurrence covering claims for bodily injury, including death, property damage, and damages that may arise out of or result from the District Use. The District insurance policy shall be primary insurance for the District Use and name the Village as an additional insured. The Village shall have the right of reasonable approval over the District insurance policy; provided, however, that the Village hereby approves the current insurance coverage maintained by the District with the District's current insurer and that the continued maintenance by the District of such coverage with such insurer, without any change, amendment, or alteration changing either the limits or scope of coverage, satisfy the approval requirements of this Section 5.1. Upon execution of this Agreement and when the District renews its insurance coverage periodically during the Term, the District shall provide to the Village a copy of its insurance policy or insuring agreement required hereunder and a Certificate evidencing coverage naming the Village as an additional insured and requiring written notice to the Village at least thirty (30) days prior to cancellation, termination, or expiration of coverage without renewal.

5.2 Reconstruction, Replacement, or Repair. The Village shall maintain, at its own cost and expense, for the Term, property casualty coverage on the Facilities with limits decided by the Village in its sole discretion. If all or any portion of the Facilities is destroyed or damaged, the Village shall be entitled to retain all insurance proceeds related thereto. The Village, in its sole discretion, shall decide whether to rebuild or restore any portion of the Facilities destroyed or damaged and if a portion of the Facilities is neither rebuilt nor restored the District Use related thereto shall terminate.

## ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Termination for Breach. The Village may terminate this Agreement if the District breaches any obligation or covenant upon thirty (30) days written notice of the breach to the District. Termination for a breach shall be effective upon the thirty-first (31st) day following the giving of such notice unless: (i) the District has cured the breach and provided evidence of such cure to the Village within the specified thirty (30) day period or (ii) prior to the expiration of the specified thirty (30) day period, the District provides reasonable evidence to the satisfaction of the Village that the District is making reasonable efforts to cure the breach within the thirty (30) day period and is diligently pursuing such cure but such cure cannot be completed during the thirty (30) day period. This termination right is not an exclusive remedy and is in addition to any and all legal and equitable rights and remedies available to the Village.

6.2 Survival. The rights, obligations, and covenants of Parties set forth in sections 3.2, 3.3, and Article IV shall survive the termination of this Agreement.



6.3 Notices. Notices shall be given by personal service or nationally recognized overnight courier service, such as Federal Express or UPS. Notices shall be effective upon receipt and addressed to the Parties as follows:

THE VILLAGE: Village of McDonald, Ohio  
451 Ohio Avenue  
McDonald, Ohio 44437  
Attention: Village Administrator

THE DISTRICT: McDonald Local School District  
600 Iowa Avenue  
McDonald, Ohio 44437  
Attention: Superintendent

6.4 Assignment and Delegation. The District shall not assign any right or delegate any duty including, without limitation, subcontracting performance of maintenance, work, or action, without the prior, written consent of the Village in its sole discretion.

6.5 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of Ohio. Any litigation or other proceeding arising out of this Agreement shall be brought only in the Trumbull County Common Pleas Court.

6.6 Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party. The captions and headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Article, Section, or other provisions of this Agreement. Where required by context, any reference in the singular sense shall include the plural and any reference in the plural sense shall include the singular.

6.7 Waiver. Failure of a Party to enforce any term, condition, restriction, or provision in any certain instance or on any particular occasion shall not be deemed a waiver of such right with respect to that or any future breach of the same or any other term, condition, restriction, or provision.

6.8 Compliance with Law. In taking any action pursuant to, in performance of or in connection with this Agreement, the Parties, at their own cost and expense, shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, either now in effect or that may hereafter be promulgated or enacted.

6.9 Encumbrances. The District shall neither encumber, nor permit the encumbrance of, the Facilities for any purpose. The District shall neither record, nor permit the recording of, any lien, including any mechanics or other liens or encumbrances of any nature with respect to the Facilities.

6.10 Entire Agreement. This Agreement contains the entire agreement and understanding concerning the use of the Facilities by the District. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except, as they are included in this Agreement. The Parties acknowledge that neither Party nor its agents or attorneys have made any

promise, representation, or warranty whatsoever, expressed or implied, not contained herein to induce the execution of this Agreement and acknowledge this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

6.11 Amendments. This Agreement shall not be modified or amended except by a writing duly executed by the Parties.

6.12 Severability. If any Article, Section, provision, paragraph, sentence, clause, or phrase contained in this Agreement shall become illegal, null, void, or against public policy for any reason or shall be held by a court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining Articles, Sections, provisions, paragraphs, sentences, clauses, and phrases contained herein shall not be affected thereby.

6.13 Counterparts. This Agreement may be signed in one or more counterparts, which taken together, shall constitute one original document. This Agreement may be signed and transmitted by facsimile machine or electronic mail and such faxed or electronically transmitted document and/or signature page shall be treated as an original document.

6.14 Background and Exhibits. The Background section and the Exhibit attached hereto or referenced herein are incorporated as effective and operative parts of this Agreement.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its authorized representatives as follows:

**VILLAGE OF McDONALD, OHIO**

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

By: \_\_\_\_\_  
Fiscal Officer

By: \_\_\_\_\_  
Village Administrator

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its authorized representatives as follows:

**McDONALD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Facilities**

- Woodland Park
- Baseball Fields
- Tennis Courts
- Ramsey Pavilion and surrounding grounds

# ALTERNATIVE TAX BUDGET INFORMATION

## TRUMBULL COUNTY

Name of School District McDonald Local School District

For the Fiscal Year Commencing July 1, 2021

Fiscal Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF FUND ACTIVITY**(Complete only for General Fund, Bond Retirement Fund  
and any other funds requesting general property tax revenue)**FUND: 001 0000 General Fund**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
Beginning Unencumbered Fund Balance	4,000,000	4,011,000	4,051,000
<b>Revenues:</b>			
Property Taxes	560,000	590,000	560,000
Foundation	2,701,000	2,700,000	2,701,000
All Other Receipts	550,000	550,000	550,000
<b>Total Resources</b>	<b>7,811,000</b>	<b>7,851,000</b>	<b>7,862,000</b>
<b>Total Expenditures &amp; Encumbrances</b>	<b>3,800,000</b>	<b>3,800,000</b>	<b>3,800,000</b>
<b>Ending Unencumbered Fund Balance</b>	<b>4,011,000</b>	<b>4,051,000</b>	<b>4,062,000</b>

**FUND: 016 9989 Emergency Levy**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
Beginning Unencumbered Fund Balance	320,000	337,000	355,000
<b>Revenues:</b>			
Property Taxes	86,000	87,000	87,000
Foundation	-	-	-
All Other Receipts	16,000	16,000	16,000
<b>Total Resources</b>	<b>422,000</b>	<b>440,000</b>	<b>458,000</b>
<b>Total Expenditures &amp; Encumbrances</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>
<b>Ending Unencumbered Fund Balance</b>	<b>337,000</b>	<b>355,000</b>	<b>373,000</b>

**FUND: 016 9013 Emergency Levy**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
Beginning Unencumbered Fund Balance	900,000	861,500	823,000
<b>Revenues:</b>			
Property Taxes	110,000	110,000	111,000
Foundation	-	-	-
All Other Receipts	21,500	21,500	22,000
Total Resources	1,031,500	993,000	956,000
Total Expenditures & Encumbrances	170,000	170,000	170,000
Ending Unencumbered Fund Balance	861,500	823,000	786,000

**FUND: 002 0000 Bond Fund**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
Beginning Unencumbered Fund Balance	105,000	35,438	110,877
<b>Revenues:</b>			
Property Taxes	67,000	67,000	37,200
Foundation	-	-	-
All Other Receipts	13,000	13,000	5,000
Total Resources	185,000	115,438	153,077
Total Expenditures & Encumbrances	149,562	4,561	153,077
Ending Unencumbered Fund Balance	35,438	110,877	-



**FUND: 003 9015 Permanent Improvement Fund**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
<b>Beginning Unencumbered Fund Balance</b>	300,000	301,500	316,000
<b>Revenues:</b>			
Property Taxes	106,500	119,500	106,500
Foundation	-	-	-
All Other Receipts	-	-	-
<b>Total Resources</b>	406,500	421,000	422,500
<b>Total Expenditures &amp; Encumbrances</b>	105,000	105,000	105,000
<b>Ending Unencumbered Fund Balance</b>	301,500	316,000	317,500

**FUND: 034 9000 OSFC Maintenance Fund**

DESCRIPTION	Budgeted FY July 1-Dec. 31 2021 Estimate	Budgeted FY Jan 1-June 30 2022 Estimate	Budgeted FY July 1-Dec. 31 2022 Estimate
<b>Beginning Unencumbered Fund Balance</b>	50,000	65,300	57,100
<b>Revenues:</b>			
Property Taxes	8,500	10,000	8,500
Foundation	25,000	-	25,000
All Other Receipts	1,800	1,800	1,800
<b>Total Resources</b>	85,300	77,100	92,400
<b>Total Expenditures &amp; Encumbrances</b>	20,000	20,000	20,000
<b>Ending Unencumbered Fund Balance</b>	65,300	57,100	72,400

**STATEMENT OF FUND ACTIVITY**

(Funds with Revenue Other Than Local Taxes)

For Fiscal Year Beginning July 1, 2021

FUND BY TYPE	Beginning Estimated Unencumbered Fund Balance	Total Estimated Receipts	Total Resources Available For Expenditure	Total Estimated Expenditures and Encumbrances
Special Revenue Funds (w/o 016 & 034)	154,000	630,000	784,000	630,000
Debt Service Funds (Schedule 1)	-	-	-	-
Capital Project Funds (Schedule 1)	-	-	-	-
Permanent Funds (Schedule 1)	-	-	-	-
Enterprise Funds	2,300	110,000	112,300	110,000
Internal Service Funds	-	-	-	-
Fiduciary Funds	57,000	27,500	84,500	27,500
<b>TOTAL</b>	213,300	767,500	980,800	767,500

Fund detail on file with local subdivision.



## COVERAGE SCHEDULE

Employee Theft / Name Schedule	Employee Theft / Position Schedule			Limit	Retention
Names of Covered Employees	Titles of Covered Positions	Location of Covered Positions	No. of Employees Each Position	Single Loss Limit of Insurance	Each Employee Retention Amount
NA	Superintendent	McDonald Local School District	1	\$50,000	\$100
NA	Board President	McDonald Local School District	1	\$50,000	\$100
NA	Athletic Director	McDonald Local School District	1	\$3,000	\$100
NA	Event Ticket Sellers	McDonald Local School District	4	\$1,000	\$100
NA	Advisor	McDonald Local School District	7	\$2,000	\$100
NA	Administrative Staff	McDonald Local School District	7	\$3,000	\$100
NA	Coach	McDonald Local School District	16	\$1,000	\$100
NA	Head Cook	McDonald Local School District	1	\$1,000	\$100

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



Project: MHS FB  
 Date: 11/5/2020  
 Location: Ohio  
 QL#: 21062D2-SF3848-CCL

## Quotation

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below

**\$238,500**

*Sales tax, labor, unloading and install of equipment is not included as part of this quotation.*

**Option 1: Steel Poles**  
**Football Field and Track**  
**McDonald High School**  
**McDonald, Ohio**

A sports lighting project on one (1) football field and one (1) track at McDonald High School in McDonald, Ohio

A 50 Foot Candle LED design on the football field and a 13 Foot Candle LED design on the track

Four (4) 70' MH galvanized steel, direct-embedded sports lighting poles.

EPA of 24. 90 MPH per AASTHO 2013

## System Includes

LOT	-	GameChanger Gen 3 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL Listed driver/distribution cabinet fully assembled, wired and mounted 10' above grade.
1	-	Field Audit
48	-	GameChanger Half Visors
1	-	25 years Maintenance Free Warranty
4	-	MSP70M2EM 70' MH 80' OAL Galvanized steel, direct-embedded, exposed, above-grade, concrete-encased sports lighting poles. EPA of 24. 90 MPH per AASTHO 2013
1	-	Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
1	-	Foundation Design
8	-	Disconnect Safety Breaker
1	-	Pole-In-Air Installation of GameChanger Lighting and Lighting Poles <ul style="list-style-type: none"> <li>• Installation of (*4*) poles and (*48*) related fixtures</li> <li>• Foundation size to be determined</li> <li>• Typical soil/no casing included</li> <li>• Proposal includes offloading, assembly and installation of lighting equipment.</li> <li>• If geo-tech soil reports are not available from the owner, Qualite can offer these services at an additional cost. If geo-tech is not desirable, the owner will be required to execute a typical soil disclaimer.</li> <li>• Foundations priced into this proposal are based off normal soils. No rock, debris, high water table or impassable materials are included in this cost. If rock or soil that requires casing or mudding is encountered, an additional \$6,500 per pole will be charged. If rocks are encountered, an additional \$500 per foot will be charged.</li> <li>• All necessary labor, equipment, insurance and misc material is included.</li> <li>• Labor is non-union and is based off Fair Labor Rates.</li> <li>• Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.</li> <li>• Price based off one mobilization.</li> <li>• Owner to provide adequate access to site.</li> <li>• Due to size and weight of construction equipment, any damage to site due to construction is not included. This includes but is not limited to sod/grass, landscaping, irrigation, curbs, asphalt, concrete, etc.</li> <li>• Site electrical, Conduit, distribution panels by others.</li> <li>• Pole wiring harness and pole disconnects are included and installed under this agreement.</li> <li>• No permits, license or utility costs are included.</li> </ul>



**Project:** MHS FB  
**Date:** 11/5/2020  
**Location:** Ohio  
**QL#:** 21062D2-SF3848

## Controls/Warranty/Shortages/Freight Damage/Replacement Parts

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- **Controls:** If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- **Warranty:** Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warranted.
- **Shortages/Freight Damage:** In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- **Replacement Parts:** Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

## Cooperative Purchasing

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- **BuyBoard Cooperative Purchasing:** [www.buyboard.com](http://www.buyboard.com) Contract: 512-16.
- **COSTARS:** The Commonwealth of Pennsylvania's Cooperative Purchasing Program. [www.costars.state.pa.us](http://www.costars.state.pa.us). Contract: COSTARS-14-216.
- **TIPS:** The Interlocal Purchasing System. [www.tips-usa.com](http://www.tips-usa.com). Contracts: Trades, Labor and Materials (JOC), 170201; Lighting Systems, Parts and Installations, 18060201; and Lighting Systems, Parts and Installations (JOC), 18060202.

## Design Disclaimer

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- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

## Quote and Payment Terms/Delivery of Products

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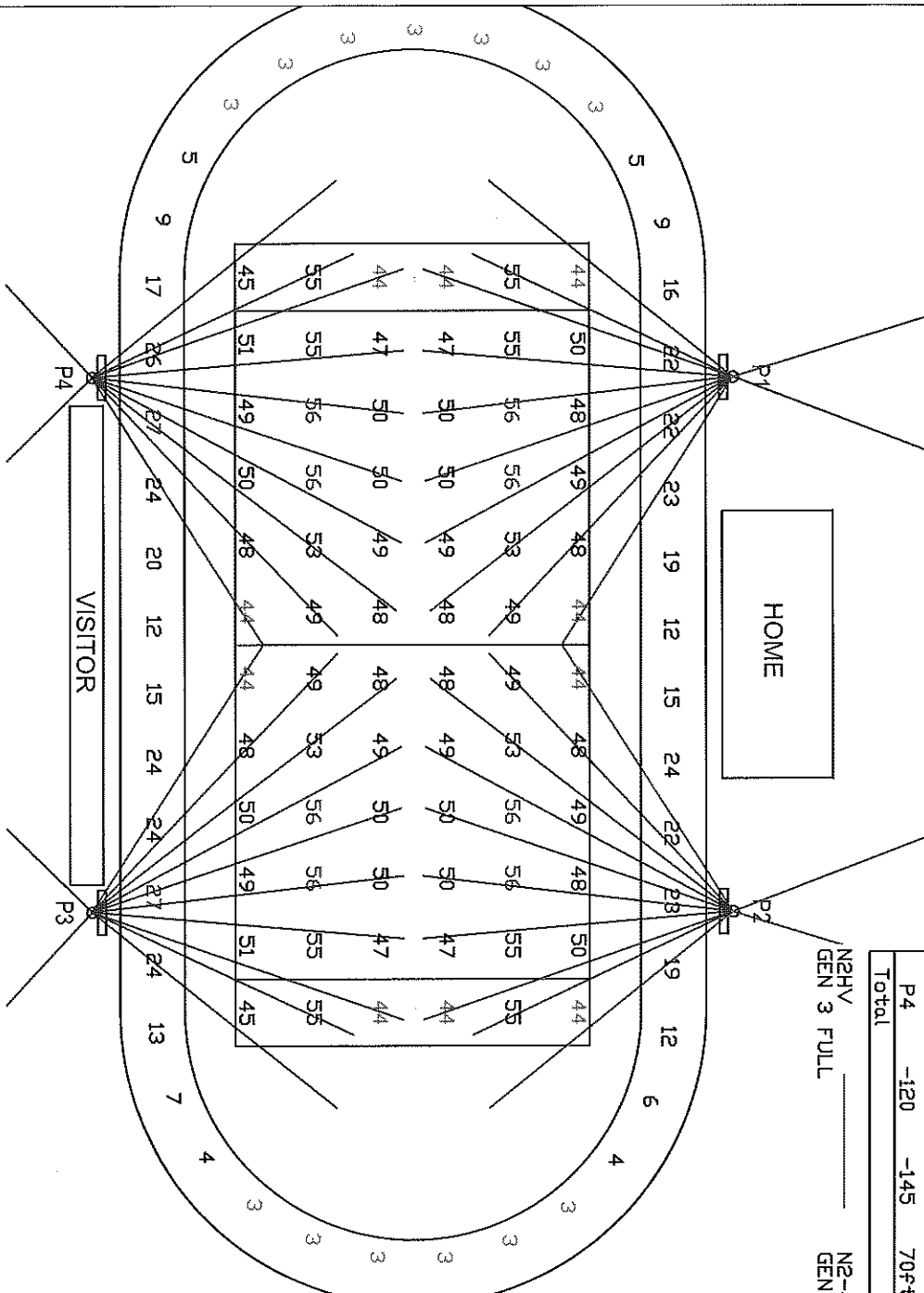
This quote is valid for 90 days.

The price of the concrete poles is also good for 90 days. The price of steel poles is good for 30 days because of changing steel and tariff charges. Fifty percent (50%) of the purchase price will be required at the time of order placement. Forty percent of the contract balance is due before shipment and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products.

Delivery of Qualite Sports Lighting products should be expected four to six weeks from signed submittal release unless prior arrangements have been made.

THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

# MAINTAINED



Pole	x-loc	y-loc	height	N2HV	N2-43(3)HV	NAHV	Total	kw
P1	-120	145	70ft	10	2		12	15.5
P2	120	145	70ft	10	2		12	15.5
P3	120	-145	70ft	10		2	12	15.5
P4	-120	-145	70ft	10		2	12	15.5
Total				40	4	4	48	62.2

N2HV GEN 3 FULL \_\_\_\_\_ N2-43(3)HV \_\_\_\_\_ N4HV GEN 3 FULL \_\_\_\_\_

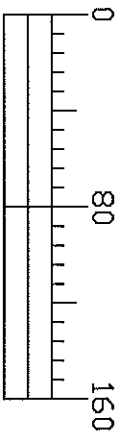
FOOTBALL FIELD - 360'x160'  
 72 points at z=3, SP 30ft by 30ft  
 HORIZONTAL FOOTCANDLES  
 Average 50  
 Maximum 56  
 Minimum 44  
 AvgMin 44  
 Maximum 56  
 Coef Var 1.27  
 UnifGrad 1.25

TRACK  
 45 points  
 HORIZONTAL FOOTCANDLES  
 Average 13  
 Maximum 27  
 Minimum 3  
 AvgMin 4.22  
 Maximum 9.00  
 Coef Var 0.69

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT IASHTO STANDARDS

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## QUALITE SPORTS LIGHTING LLC.

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 WWW.QUALITE.COM

GC-1200W-A QL-21062D2

MCDONALD HIGH SCHOOL  
 MCDONALD, OHIO

CCL 1"=80' 10-20-2020 1 OF 1