October 29, 2012

 The Board of Education met in special session on October 29, 2012 at 7:00 a.m. in the Circleville District Office, 388 Clark Drive, Circleville, Ohio.

 President Chris Williams called the meeting to order and led the group in the Pledge of Allegiance.

 On roll call, the following members were present: Chris Williams, Dan Bradhurst, Amy DeLong and Tony Reeser.

 On a motion by Mr. Bradhurst, seconded by Mrs. Williams, the board approved the following personnel items:

1. **Employment for the 2012-13 school year:**

**Certified:**

Cara Gremillion Substitute Tutor (New Hope)

 Rate: per negotiated agreement

 Paid through Auxiliary Funds

 Retro: 9/17/2012

 **Extracurricular:**

Girls Basketball

Mike Humphries Elementary Volunteer Head Coach

Boys Basketball

Luke McConnell EMS Volunteer Assistant Coach

Fred Styers Elementary Volunteer Head Coach

 Wrestling

 David Douglas CHS Volunteer Assistant Coach

 Shaun Fraley EMS Volunteer Assistant Coach

 Brad Keaton CHS Assistant Coach

 Step: 1

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

 On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board granted Lisa Sims sixteen (16) days from the sick leave bank.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

 On a motion by Mrs. Williams, seconded by Mr. Reeser, the board approved the following contract between the City of Circleville and the Circleville City Board of Education:

**C O N T R A C T**

**BETWEEN THE CITY OF CIRCLEVILLE AND THE**

**CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION**

This contract is made by and between the City of Circleville, acting through the Department of Public Service and Planning & Zoning (hereinafter referred to as the "CITY"), 104 E. Franklin St., Circleville, Ohio 43113, and the Circleville City

School District Board of Education (hereinafter referred to as the “SCHOOL DISTRICT BOARD"), 388 Clark Drive, Circleville, Ohio 43113.

**WITNESSETH:**

**WHEREAS**, the SCHOOL DISTRICT BOARD is constructing improvements to the campus located on Clark Drive, Circleville, Ohio, in partnership with the Ohio School Facilities Commission, through the Commission’s Classroom Facilities Assistance Program (the “CFAP PROJECT”), and the budget for the project includes funds for site safety access allowances to address turn lanes and other improvements needed to assure safe access to the school facilities; and

**WHEREAS**, the CITY is constructing public street improvements, including improvements to and extension of Clark Drive, including storm sewer and water main improvements; extension of Brookhill Lane, including water main improvements; construction of a roundabout connecting Clark Drive and Brookhill Lane; construction

of a turn lane and traffic signals at U.S. 22 for access to Brookhill Lane, which connects to Clark Drive; and construction of a bike/multi-use path, all of which will benefit the SCHOOL DISTRICT BOARD and help assure safe access to the school facilities located on the SCHOOL DISTRICT BOARD’s property (referred to as the “SITE ACCESS SAFETY IMPROVEMENTS”); and as depicted/described on the attached Exhibit A; and

**WHEREAS**, the SCHOOL DISTRICT BOARD, in the interest of time and efficiency, has included the construction of certain storm sewer improvements for Brookhill Lane as part of the SCHOOL DISTRICT BOARD’s early site package improvements to its campus (referred to as the “BROOKHILL LANE STORM SEWER IMPROVEMENTS”), as depicted/described on the attached Exhibit A; and

**WHEREAS**, the SCHOOL DISTRICT BOARD agrees that it will contribute certain funds included in the budget for the CFAP PROJECT for site safety access allowances to the CITY as its share of the costs to construct the SITE ACCESS SAFETY IMPROVEMENTS; and

**WHEREAS**, the CITY agrees that there shall be a set-off from such contribution by the SCHOOL DISTRICT BOARD in the amount of the funds expended by the SCHOOL DISTRICT BOARD for the BROOKHILL LANE STORM SEWER IMPROVEMENTS; and

**WHEREAS**, the SCHOOL DISTRICT BOARD hereby enters into this contract with the CITY to provide for payment of the agreed portion of the cost of the SITE ACCESS SAFETY IMPROVEMENTS minus the set-off for the BROOKHILL LANE STORM SEWER IMPROVEMENTS.

**NOW, THEREFORE,** in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION 1: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION 2: PURPOSE**

The purpose of this contract is to set forth requirements associated with the SITE ACCESS SAFETY IMPROVEMENTS (also referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the SCHOOL DISTRICT BOARD and the CITY.

**SECTION 3: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**This Project will include construction of improvements to the existing Clark Drive and construction of a new Clark Drive extension, including storm sewer and water main improvements; construction of a roundabout to provide access to the school site and connectivity to Clark Drive and Brookhill**

**Lane; construction of a new bike/multi-use path along Clark Drive from Nicholas Drive to the roundabout, construction of a new Brookhill Lane, including water main improvements; and improvements to U.S. 22 including widening for turn lanes and traffic signals at the intersection of Brookhill Lane and U.S. 22, all of which are depicted in Exhibit A.**

**SECTION 4: FINANCIAL PARTICIPATION**

1. The CITY agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of the Project.

2. The CITY may allocate the money contributed by the SCHOOL DISTRICT BOARD in whatever manner it deems necessary in financing the cost of

construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the SCHOOL DISTRICT BOARD.

3. The total cost and expenses for the Project are only an estimate and the total cost and expenses may be adjusted by the CITY. The contribution by the SCHOOL DISTRICT BOARD is limited to the funds included in the CFAP PROJECT budget for the hard costs associated with the site access safety allowances minus the set-off set forth in Item 4 below.

4. The SCHOOL DISTRICT BOARD agrees to pay to the CITY as its share of the total estimated costs and expenses for the SITE ACCESS SAFETY IMPROVEMENTS the maximum amount of **Seven Hundred Seventy-Three Thousand Nine Hundred Twenty-Seven and Twenty-Five Hundredths Dollars ($773,927.25)**, which amount represents the three site access safety allowances included in the current version of the Cost Calculator prepared by the Ohio School Facilities Commission for the CFAP PROJECT, minus a set-off for the funds

expended by the SCHOOL DISTRICT BOARD for the BROOKHILL LANE STORM SEWER IMPROVEMENTS. The bid/contract amount for the BROOKHILL LANE STORM SEWER IMPROVEMENTS is **Two Hundred Fifty-Nine Thousand Six**

**Hundred Dollars ($259,600.00)**, not including change orders. The total set-off to

the SCHOOL DISTRICT BOARD shall include the final contract amount, including any change orders.

5. The CITY acknowledges and agrees that the Ohio School Facilities Commission, as the co-owner of the CFAP PROJECT improvements, may modify the CFAP PROJECT budget and may eliminate an allowance from the budget if the Master Facilities Plan for the CFAP Project is modified and amended.

6. The parties agree that the SCHOOL DISTRICT BOARD’s obligation under this Contract shall be the maximum amount referenced in Item 4 above and may be less if a site access safety allowance is removed from the CFAP PROJECT by the Ohio School Facilities Commission.

**SECTION 5: RIGHT-OF-WAY AND UTILITIES**

1. The SCHOOL DISTRICT BOARD agrees that all right-of-way on SCHOOL DISTRICT BOARD property required for the PROJECT will be provided to the CITY. The CITY agrees that all right-of way required for the Project from any other property owner(s) will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

2. The CITY agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the SCHOOL DISTRICT BOARD or CITY.

B. The CITY shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the

reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the CITY and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION 6: ADDITIONAL PROJECT OBLIGATIONS**

1. The CITY shall initiate the competitive bid letting process and award the PROJECT in accordance with its policies and procedures.

2. The CITY agrees:

A. To keep said roadways open to traffic at all times;

B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

C. To make ample financial and other provisions for such maintenance of the portions of the PROJECT located on SCHOOL DISTRICT BOARD property after its completion or as otherwise agreed to with the CITY;

D. To maintain the right-of-way and keep it free of obstructions and hold said right-of-way inviolate for public roadway purposes; and

E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code.

**SECTION 7: DISPUTES**

In the event that any disputes arise between the CITY and the SCHOOL DISTRICT BOARD concerning interruption of or performance pursuant to this Contract, such disputes shall be resolved through mediation between the parties and if mediation is not successful by the Court of Common Pleas for Pickaway County, Ohio.

**SECTION 8: NOTICE**

Notice under this contract shall be directed as follows

**Circleville City School District City of Circleville**

Board of Education Dept. of Public Service and

388 Clark Drive Planning & Zoning

Circleville, OH 43113 104 E. Franklin St.

 Circleville, OH 43113

**SECTION 9: GENERAL PROVISIONS**

1. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

2. Any change to the provisions of this Contract must be made in a written amendment executed by both parties.

3. This Contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of

Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the Court of Common Pleas for Pickaway County, Ohio, and the parties hereby irrevocably consent to such jurisdiction.

4. All financial obligations of the CITY, as provided in this Contract, are subject to the provisions of the Ohio Revised Code. The financial obligations of the CITY shall not be valid and enforceable unless funds are appropriated by the CITY and encumbered by the CITY. Additionally, it is understood that this financial obligation of the SCHOOL DISTRICT BOARD shall not be valid and enforceable unless funds are appropriated by the SCHOOL DISTRICT BOARD’s legislative body and further are subject to the amounts included in the CFAP PROJECT budget for site access safety allowance, as those allowance items may be modified by the Ohio School Facilities Commission when changes are made to the Master Facilities Plan for the CFAP PROJECT.

5. This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**SECTION 10: SIGNATURES**

Any person executing this contract in a representative capacity thereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

 On a motion by Mrs. DeLong, seconded by Mr. Bradhurst, the board accepted the quote from Wolfe Construction Company for snow removal for the period covering October, 2012 through April, 2013.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following fiscal items:

#### Five-Year Forecast

#### Purchase Orders After the Fact:

 Your Bottled Water, Inc. - $109.00 – Jackie VanArsdalen

1. Revised student activity budget and purpose statement for CHS Student Council
2. Approve the establishment of the 026 Employee Benefit Fund
3. Approve the transfer from General Fund 001 to the 026 Employee Benefit Fund in the amount of $100,000.00

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

 On a motion by Mrs. Williams, seconded by Mr. Reeser, the board voted to adjourn the meeting.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas

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 President

ATTEST

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 Treasurer