

MARIEMONT CITY SCHOOL DISTRICT

Regular Board of Education Meeting Mariemont Elementary School – Cafeteria January 8, 2013 7:00 p.m.

Call to Order

The Board of Education of the Mariemont City Schools was called to order at 7:00 p.m. in the Mariemont Elementary School cafeteria on January 8, 2013, with President-Pro Tem Braun in the chair.

Roll Call

Mrs. Braun, Mr. Flynn, Mrs. Huenefeld, Mrs. Walter and Mr. White were present. Mrs. Lucas and Mr. Imhoff were present.

Pledge of Allegiance

Nomination and Election of President for 2013

Mr. Flynn nominated, seconded by Mrs. Huenefeld, Peggy Braun for President of the Mariemont Board of Education for 2013. Vote: Mrs. Braun, aye; Mr. Flynn, aye; Mrs. Huenefeld, aye; Mrs. Walter, aye; and Mr. White, aye. Motion carried.

The Board thanked Mr. Flynn for his leadership in 2012.

President Assumes Chair

Nominate and Election of Vice President for 2013

Mr. White nominated, Mrs. Walter seconded, Mrs. Huenefeld for Vice President of the Mariemont Board of Education for 2013. Vote: Mr. Flynn, aye; Mrs. Huenefeld, aye; Mrs. Walter, aye; Mr. White, aye; and Mrs. Braun, aye. Motion carried.

Approval of Minutes

Mrs. Huenefeld moved, seconded by Mrs. Walter, that the minutes of December 18, 2012 be approved. Vote: Mrs. Huenefeld, aye; Mrs. Walter, aye; Mr. White, aye; Mrs. Braun, aye; and Mr. Flynn, aye. Motion carried.

Hearing of the Public

Scott Degerberg and Joe Stelzer addressed the Board regarding the proposed Eastern Corridor route projected to go through the lower 80 in Mariemont. They discussed the many reasons for the objections to the proposed route and were in favor of a light rail component as an alternative. A petition is being circulated against the ODOT proposal.

Determine Time and Place of Regular Board of Education Meetings

Ex. 1

Dispensing with Approval of Individual Warrants

WHEREAS, a detailed statement of expenditures by account numbers will be submitted to the board each month thereafter.

THEREAFTER, BE IT RESOLVED, pursuant to O.R.C. by Section G.C. of 3313.18 this board dispense with the approval of individual warrants for payment of any claim from school funds where the expenditures for which such warrant is issued is provided in the temporary/annual appropriations.

Superintendent Authorized to Approve Attendance at Professional Meetings

RESOLVED, that the superintendent be authorized to approve attendance and expenses for any/all staff members at professional meetings.

Designate Purchasing Agent

RESOLVED, that the superintendent be authorized to be the purchasing agent for the Mariemont City School District and to give him authority to bind the Mariemont City School District for payment of such purchases.

Authorize Treasurer to Make Appropriations Adjustments

WHEREAS, all appropriation accounts must show a surplus or zero balance at the end of each month;

THEREFORE, BE IT RESOLVED, that the treasurer be authorized to transfer amounts from appropriations having surplus balances to appropriations having deficit balances as long as the total appropriation amount for each fund does not change.

Authorization to Invest

WHEREAS, from time to time monies are received in the General Fund, prior to the time money is needed; and

WHEREAS, these monies could be invested in short term investments and the interest earned:

THEREFORE, BE IT RESOLVED, that the treasurer be authorized to invest these monies.

Authorize Treasurer to Request and Obtain Advance Payment

Whereas, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision:

Therefore, be it resolved the Mariemont Board of Education, Cincinnati, Ohio:

Section 1: That the Auditor and the Treasurer of Hamilton County in accordance with Ohio Revised Code 321.34, be requested to draw and pay to Mariemont Board of Education upon the written request of Natalie Lucas, Treasurer, to the County Auditor, funds due in any settlement derived from taxes or other sources, payable to the County Treasurer to the account of the Mariemont Board of Education, and lawfully applicable for purposes of the current fiscal year.

Section 2: That the Treasurer of the Mariemont Board of Education shall forward to the County Auditor a certified copy of this Resolution.

Appoint Legislative Liaison and Alternate – Ken White, Bill Flynn

Appoint Student Achievement Liaison and Alternate – Ken White, Bill Flynn

Appoint Ohio School Boards Assn. Delegate and Alternate – Ken white, Dee Walter

Appoint Ennis, Roberts & Fischer as General Legal Advisor

Appoint Liaison to the Tax Incentive Review Council of the Hamilton County Economic Development Office – Peggy Braun

Authorization to Join Ohio School Boards Assn. and Legal Assistance Fund

Appoint Representative to Great Oaks Board of Education – Ken White

Appoint Treasurer and Superintendent as Board Designees to Attend Public Record Access Training required for Board Members for Each Term of Office

Determine a fee of \$.10 per copy to individuals requesting copies of schedule of meetings, agenda, or notice of individual meetings

Authorize Superintendent to Accept Resignations and Hire Staff between Board Meetings

Authorize the Superintendent, on behalf of this Board, to accept resignations which have been submitted by employees during times when this Board is not in session, subject to ratification by this Board, provided however, that upon ratification by this Board such resignations shall be deemed effective as of the date and time of the Superintendent's acceptance.

The authorization provided by this resolution shall remain in effect until withdrawn by formal action of this Board

Authorize the Superintendent, during periods when this Board is not in session, to make offers of employment directly to candidates for either teaching or non-teaching positions on behalf of this Board, and to acknowledge acceptance of such offers on behalf of this Board, subject to a subsequent vote of ratification by this Board; provided however, that upon ratification by this Board, the employment shall be deemed effective as of the date and time of the employee's acceptance of the Superintendent's offer.

Nothing in this resolution shall require the Board of Education to employ or continue to employ an individuals who has not provided a criminal records check satisfactory to the Board or who has not satisfied any other prerequisite to employment created by law or Board policy.

The authorization provided by this resolution shall remain in effect until withdrawn by formal action of this Board.

Mrs. Huenefeld moved, seconded by Mrs. Walter, to approve the above items as presented.
 Vote: Mrs. Walter, aye; Mr. White, aye; Mr. Flynn, aye; Mrs. Braun, aye; and Mrs. Huenefeld, aye. Motion carried.

Treasurer's Report

- | | | |
|----|---|-------|
| A. | Adopt Budget for FY 13 | Ex. 2 |
| B. | Waldorf Easement Agreement | Ex. 3 |
| C. | Financial Report | Ex. 4 |
| D. | Approve On-Site Preventative Maintenance Agreement | Ex. 5 |
| E. | Donations | |
| | 1. Accept anonymous donation of a washer, dryer and refrigerator to the high school life skills lab | |

Mr. Flynn moved, seconded by Mr. White, that the motions contained in the Treasurer's Report be approved. Vote: Mrs. Braun, aye; Mr. Flynn, aye; Mrs. Huenefeld, aye; Mrs. Walter, aye; and Mr. White, aye. Motion carried.

Communications

- A. Mr. Imhoff thanked Bill Flynn for his service to the community and schools. He also discussed the report card bill which contains a change in the teacher evaluating system. Mr. Imhoff has been communicating this change to the teaching staff. Mr. Imhoff reported that, as his last recommendation as Board of Education President, Mr. Flynn suggested including the facility committee in the safety meetings with the police and fire departments. It was decided that they would start attending these meetings.

Old Business

- A. Review updated and new policies as follows: Ex. 6
- | | | | | |
|---------|---------|---------|---------|---------|
| 0160 | 1411 | 1422 | 2260 | 2340 |
| 2623.02 | 2623 | 3122 | 3142 | 3211 |
| 4122 | 5112 | 5136 | 5410 | 6107 |
| 7300 | 7530.02 | 7542 | 8210 | 8800 |
| 8900 | 8120 | 1220 | 1310 | 1530 |
| 3120 | 3120.04 | 3120.05 | 3120.06 | 3120.07 |
| 3120.08 | 4120 | 4120.04 | 4120.08 | 6320 |
| 6440 | 6450 | 6460 | | |
- Policy Sweep Resolution

Superintendent's Recommendations

- A. Approve updated and new policies as shown above
 B. Set special meeting for February 28, 2013 at 6:00 p.m. at the Board of Education office

Mrs. Huenefeld moved, seconded by Mrs. Walter, to approve the motions in the Superintendent's Recommendations. Vote: Mrs. Huenefeld, aye; Mr. Flynn, aye; Mrs. Walter, aye; Mr. White, aye and Mrs. Braun, aye. Motion carried.

Personnel

- A. Employ substitute teachers* as needed for the remainder of the 2012-13 SY:
 Kevin Venneman Randel Clark
 B. Employ Heather Alexander and Sheryl Melvin for five extra days to plan and develop K-6 enrichment program

Mr. Flynn moved, seconded by Mrs. Walter, to approve the personnel motions contained above. Vote: Mr. Flynn, aye; Mrs. Walter, aye; Mr. White, aye; Mrs. Braun, aye; and Mrs. Huenefeld, aye. Motion carried.

Executive Session

Mrs. Braun announced that it was necessary to go into executive session for the consideration of employment or compensation of a public employee.

Mrs. Huenefeld moved, seconded by Mrs. Walter, to do so. Vote; Mr. White, aye; Mrs. Braun, aye; Mr. Flynn, aye; Mrs. Huenefeld, aye; and Mrs. White, aye. Motion carried.

Out of Executive Session

Adjournment

There being no further business to come before the board Mrs. Braun made a motion, seconded by Mr. Flynn that the meeting be adjourned to meet at the call of the president. Vote: All present were in favor.

Certification

I certify that the above is a true and correct copy of the proceedings of the Regular Board Meeting of the Mariemont Board of Education.

* - Contingent upon receipt of a satisfactory criminal records check as determined by the superintendent of schools.

President

Treasurer

RESOLVED, that the dates, times and locations of the regular board of education meetings of 2013 are as listed below:

January 8	Tuesday	Organizational	7:00 pm	ME Café
February 12	Tuesday	Regular	6:00 pm	ME Café
March 19	Tuesday	Regular	7:00 pm	ME Café
April 16	Tuesday	Regular	7:00 pm	ME Café
May 21	Tuesday	Regular	7:00 pm	ME Café
June 18	Tuesday	Regular	7:00 pm	ME Café
July 16	Tuesday	Regular	7:00 pm	ME Café
August 20	Tuesday	Regular	7:00 pm	ME Café
September 17	Tuesday	Regular	7:00 pm	ME Café
October 15	Tuesday	Regular	7:00 pm	ME Café
November 19	Tuesday	Regular	7:00 pm	ME Café
December 17	Tuesday	Regular	7:00 pm	ME Café

HAMILTON COUNTY, OHIO

Office of the Board of Education Mariemont City

2013

To the County Auditor:

The Board of Education of said School District, hereby submits its' annual budget for the year commencing July 1, 2013 for consideration of the County Budget Commission.

**_____
President of the Board**

Marionet City							
SCHEDULE OF PROJECTED REVENUE AND EXPENDITURES							
BOND RETIREMENT FUND							
	2013	Calendar Year	TOTAL	2014	Calendar Year	TOTAL	TOTAL
	1/1/2013	7/1/2013	CALENDAR YEAR	1/1/2014	7/1/2014	CALENDAR YEAR	FISCAL YEAR
BOND RETIREMENT REVENUE	6/30/2013	12/31/2013	2013	6/30/2014	12/31/2014	2014	2013/2014
(1)	(2)	(3)		(4)	(5)		
REVENUES							
1000 Receipts from Local Sources							
1100 Taxes							
1110 General Property Tax	1,009,056.00	1,009,056.00	2,018,112.00	1,009,056.00	1,009,056.00	2,018,112.00	2,018,112.00
Total Taxes	1,009,056.00	1,009,056.00	2,018,112.00	1,009,056.00	1,009,056.00	2,018,112.00	2,018,112.00
3131-3133 Property Tax Allocation	109,000.00	109,000.00	218,000.00	109,000.00	109,000.00	218,000.00	218,000.00
3135 State Tangible Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Tax Reimbursement from State Sources	109,000.00	109,000.00	218,000.00	109,000.00	109,000.00	218,000.00	218,000.00
1130 Income Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1190 Other Receipts (Local Taxes)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Income and Local Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes	1,118,056.00	1,118,056.00	2,236,112.00	1,118,056.00	1,118,056.00	2,236,112.00	2,236,112.00
1200-1800 Other Receipts-Local Sources	125.00	125.00	250.00	125.00	125.00	250.00	250.00
1890 Tax Increment Financing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1910 Prem. & Acc. Int. on Bonds & Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1920 Sale of Bonds- Refunding	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1940 Proceeds from Sale of Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total of Other Revenue Sources	125.00	125.00	250.00	125.00	125.00	250.00	250.00
Total Receipts from Local Sources	1,118,181.00	1,118,181.00	2,236,362.00	1,118,181.00	1,118,181.00	2,236,362.00	2,236,362.00
2000 Receipts from Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000 Receipts from State Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3190 Other Unrestricted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue from State Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000 Revenue from Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000 Other Revenue Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	1,118,181.00	1,118,181.00	2,236,362.00	1,118,181.00	1,118,181.00	2,236,362.00	2,236,362.00

October Forecast FY13

**MARIEMONT CITY SCHOOL DISTRICT
FIVE YEAR FORECAST
Fiscal Years Ending June 2013 Through June 2017**

6.95 6.95 Mill Levy FY14	ACTUAL FY 10	ACTUAL FY 11	ACTUAL FY 12	PROJECTED FY 13	PROJECTED FY 14	PROJECTED FY 15	PROJECTED FY 16	PROJECTED FY 17
REVENUE								
Real Estate	13,520,357	14,306,020	14,191,808	13,557,172	13,692,744	13,829,671	13,967,968	14,107,848
Pers Prop/Public Utility	159,347	0	782,682	700,516	707,521	714,596	721,742	728,960
State Foundation	2,881,077	2,786,942	2,816,742	2,774,358	2,774,358	2,774,358	2,774,358	2,774,358
State Foundation - SFSF	196,599	399,842	0	0	0	0	0	0
Restricted Grants - Ed Jobs Fund		11,012	4,337	0	0	0	0	0
State PU Reimbursement	178,804	178,604	799	0	0	0	0	0
Homestead & Rollback	2,322,093	1,685,501	1,781,811	1,702,799	1,711,313	1,719,870	1,728,469	1,737,111
State Tax Allocation	1,702,717	1,717,384	1,317,120	916,859	916,859	916,859	916,859	916,859
All Other Revenues	287,682	264,029	276,853	230,000	230,000	230,000	230,000	230,000
Transfers/Advances In	125,000	600,000	30,606	2,761,366	25,000	25,000	25,000	25,000
Other Financing Sources	0	20,645	0					
New Levy FY 14	0	0	0			1,146,750	2,293,500	2,293,500
Pers Prop Refund	0	0	0	(190,000)				
		2.70%	-3.59%	6.10%	-10.67%	6.48%	6.09%	0.69%
Total Revenue	21,373,476	21,949,779	21,162,766	22,453,070	20,057,795	21,357,104	22,657,896	22,813,436
EXPENDITURES:								
Salaries & Wages	11,536,791	11,638,838	11,597,019	11,482,947	11,770,021	12,064,271	12,365,878	12,675,025
Fringe Benefits	3,600,347	3,572,476	3,633,881	3,727,885	3,941,994	4,172,683	4,421,468	4,690,016
Purch Services	3,478,900	3,432,084	3,101,973	3,489,990	3,550,040	3,674,291	3,802,891	3,935,992
Mat & Sup	612,129	560,851	565,030	708,159	671,322	684,749	698,444	712,412
Capital Outlay	697,217	682,244	513,196	615,209	275,000	295,000	255,000	255,000
Other Objects	308,662	312,123	315,026	327,200	333,744	340,419	347,227	354,172
Debt Service	174,360	174,792	174,144	316,200	316,200	316,200	316,200	316,200
Transfers/Advances Out	517,500	908,000	3,635,368	448,520	50,000	50,000	50,000	50,000
Additional Cuts					(70,000)	(370,000)	(400,000)	(475,000)
Possible Duke Payment				350,000				
Total Expenditures	20,925,906	21,261,408	23,535,615 ***	21,466,110	20,838,321	21,227,613	21,857,108	22,513,818
	1.54%	1.60%	10.70% ***	-8.79%	-2.92%	1.87%	2.97%	3.00%
Excess Rev Over(Under) Exp	447,570	688,371	(2,372,859) ***	986,960	(780,526)	129,491	800,788	299,618
Balance July 1	6,466,798	5,914,368	6,602,739	4,229,880	5,216,840	4,436,314	4,565,806	5,366,594
Balance June 30	5,914,368	6,602,739	4,229,880 ***	5,216,840	4,436,314	4,565,806	5,366,594	5,666,212

***FY12 Expenditures are inflated due to \$2,736,366 advance carried over the fiscal year. Advance will be paid back in FY13.

SCHEDULE OF PROJECTED REVENUE AND EXPENDITURES							
BOND RETIREMENT FUND							
	2013	Calendar Year	TOTAL	2014	Calendar Year	TOTAL	TOTAL
	1/1/2013	7/1/2013	CALENDAR YEAR	1/1/2014	7/1/2014	CALENDAR YEAR	FISCAL YEAR
BOND RETIREMENT EXPENDITURES	6/30/2013	12/31/2013	2013	6/30/2014	12/31/2014	2014	2013/2014
(1)	(2)	(3)		(4)	(5)		
EXPENDITURES							
2000 Supporting Services - Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000 Repayment of Debt Service							
6100 Repayment of Debt Principal	0.00	567,905.00	567,905.00	0.00	589,518.00	589,518.00	567,905.00
6100 Repayment of Debt Interest	691,474.00	998,569.00	1,690,043.00	686,515.00	836,996.00	1,523,511.00	1,685,084.00
6100 Debt Issuance Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Repayment of Debt Service	691,474.00	1,566,474.00	2,257,948.00	686,515.00	1,426,514.00	2,113,029.00	2,252,989.00
7000 Other Debt Service							
Other Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00			0.00	0.00
			0.00			0.00	0.00
Total Other Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	691,474.00	1,566,474.00	2,257,948.00	686,515.00	1,426,514.00	2,113,029.00	2,252,989.00
Beginning Unencumbered Fund Balance		652,850.00	226,143.00	204,557.00	636,223.00	204,557.00	652,850.00
Ending Cash Balance	652,850.00	204,557.00	204,557.00	636,223.00	327,890.00	327,890.00	636,223.00

Mariemont City
Schedule of Bond Payments

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit*	Date of Issue	Date Due	Serial or Term	Rate of Interest	Principal and Interest Requirements			Principal and Interest Requirements		
						Fiscal Year			Calendar Year		
						Bonds and Notes Outstanding 7/1/2013	Principal & Interest Due 7/1/2013 6/30/2014	Amount Available from Other Sources 7/1/2013 6/30/2014	Bonds and Notes Outstanding 1/1/2014	Principal & Interest Due 1/1/2014 12/31/2014	Amount Available from Other Sources 1/1/2014 12/31/2014
Payable from bond ret. Fd. INSIDE 10 MILL LIMIT											
Bond Issuance		8/8/2000	12/1/2014		5.538	\$412,422	\$350,000	\$0	\$199,517	\$350,000	\$0
Bond Refinancing		4/12/2005	12/1/2025		4.43	\$4,474,989	\$270,184	\$0	\$4,389,989	\$273,484	
Bond Issuance		9/1/2010	12/1/2047		3.17	\$39,590,000	\$1,466,065	\$0	\$39,420,000	\$1,489,545	\$0
TOTAL INSIDE						\$44,477,411	\$2,086,249	\$0	\$44,009,506	\$2,113,029	\$0
OUTSIDE 10 MILL LIMIT											
TOTAL OUTSIDE						\$0	\$0	\$0	\$0	\$0	\$0

*If the levy is outside the 10 mill limit by vote, enter the words "by vote" and date of election. If outside the 10 mill limit without a vote, enter the reference to the statute under which the levy is exempt from the 10 mill limit.

Principal & Interest from Bond Detail 2,113,029.00

EXCLUSIVE EASEMENT AGREEMENT

This Exclusive Easement Agreement is made this ____ day of _____, 2012, by and between the Village of Mariemont, an Ohio municipal corporation ("Village of Mariemont"), the Board of Education of the Mariemont City School District, a non-profit corporation ("Mariemont School Board") and Cincinnati Waldorf School, an Ohio non-profit corporation ("Waldorf").

WITNESSETH

Whereas the Village of Mariemont owns, or may own by virtue of a reverter and right of re-entry and repossession as described below, a certain tract of land known as Hamilton County Auditor Parcel No. 527-0040-0391-90, as described in Exhibit A attached hereto, depicted in Exhibit B attached hereto (the "Easement Parcel"); and

Whereas Waldorf owns certain real estate adjacent to the Easement Parcel, located at 6743 Chestnut Street, Cincinnati, Ohio 45227, described in Exhibit C attached hereto, depicted in Exhibit D attached hereto and identified as Hamilton County Auditor's Tax Parcels No. 527-40-241 (the "Waldorf Parcel"); and

Whereas, the Mariemont School Board holds record title to Easement Parcel, but by reason of its ceasing to use the Easement Parcel for public school purposes, has or may have, triggered the reverter clause and right of re-entry and repossession contained in the Deed from the Village of Mariemont to the Mariemont School Board dated July 10, 1952, recorded in Deed Book 2565, Page 375 of the Hamilton County Deed Records and in the Affidavit of the Mayor of Mariemont dated September 19, 1990, recorded in O.R. 5387; and

Whereas the parties desire that Waldorf, its successors and assigns shall have the exclusive right to use and enjoy the Easement Parcel, in accordance with the terms and conditions set forth herein;

NOW THEREFORE, for One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The parties hereby incorporate by reference the foregoing recitals as if fully rewritten herein.

2. Village of Mariemont and Mariemont School Board jointly and severally grant to Waldorf, its agents, employees, officers, customers, guests, licensees, representatives, staff, faculty, students, business invitees, and their successors and assigns (collectively "Permittees") for as long as Waldorf or its Permittees operate(s) the Waldorf Parcel as a school or educational facility, the exclusive easement to use and enjoy the Easement Parcel for any lawful purpose whatsoever, including, but not limited to, the right to construct permanent or temporary structures in, on, under or above the Easement Parcel. Without limiting the foregoing, neither the Village of Mariemont nor the Mariemont School Board shall not have the right to remove or relocate the Easement Parcel or interfere with Waldorf's or its Permittees' use and enjoyment of the rights granted herein.

3. During the entire term hereof, Waldorf, its successors and assigns shall be responsible to repair and maintenance the Easement Parcel. Additionally, no construction of buildings of any nature shall be erected on the Easement Parcel without the express written consent of the Village of Mariemont. Provided, however, Waldorf may, without the Village of Mariemont's approval, erect on the Easement Parcel, playground structures, including, but not limited to swings, jungle gyms, sandboxes and fences.

4. The easement established hereunder shall run with the land and shall inure to the benefit of, and be binding upon, each party to this agreement, their successors, assigns and mortgagees.

5. The rights of any holder of a lien on all or any part of the easements granted herein, and any assignee or successor in interest of such lienholder, created from and after the date hereof, shall at all times be subject and subordinate to the terms and conditions of this Easement Agreement.

6. This Exclusive Easement Agreement shall be construed and interpreted pursuant to the laws of the state of Ohio.

7. This Exclusive Easement Agreement may only be modified or amended by mutual, written consent of all parties.

The Village of Mariemont, an Ohio
municipal corporation

By: _____

Its: _____

Its: _____

Its: _____

COUNTY OF _____) SS:
)

Its: _____

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
by _____, the _____ of Board of Education of the Mariemont City
School District, an Ohio non-profit corporation on behalf of the said corporation.

Notary Public

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
by _____, the _____ of Cincinnati Waldorf School, an Ohio non-profit
corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Robert S. Rubin, Esq.
Cohen, Todd, Kite & Stanford, LLC
250 East Fifth Street, Suite 1200
Cincinnati, Ohio 45202

MARIEMONT CITY SCHOOL DISTRICT

FINANCIAL REPORT DECEMBER 2012

MONTHLY SUMMARY

	MONTH		YEAR TO DATE	
	FY13	FY12	FY13	FY12
BEGINNING BALANCE	7,621,345	7,996,494	4,229,879	6,602,735
RECEIPTS				
Local Sources:				
Real Estate	0	0	6,841,172	7,088,677
Public Utility Personal Property Tax	0	0	342,407	361,399
Other Local*	8,016	37,302	109,872	144,965
Total Local Sources	8,016	37,302	0	7,595,041
State Sources:				
Foundation Program	235,891	233,298	1,405,905	1,400,019
Foundation -SFSF	0	0	0	0
Restricted Grants - Ed Jobs Fund	0	0	0	0
Rollback & Homestead	0	891,237	879,636	891,237
Property Tax Allocation	0	0	458,430	658,560
State Public Utility Reimbursement	0	0	0	799
Other State**	28	28	168	168
Total State Sources	235,919	1,124,563	2,744,139	2,950,783
Transfers & Advances	0	30,606	2,736,366	30,606
Other Financing Sources	0	0	0	0
Total Receipts	243,935	1,192,471	12,773,956	10,576,430
EXPENDITURES				
Salaries & Wages	883,533	888,076	5,711,703	5,851,152
Fringe Benefits	305,845	303,557	1,764,625	1,748,758
Purchased Services***	313,692	277,752	1,677,484	1,290,770
Materials & Supplies	68,046	32,975	459,648	302,203
Capital Outlay	9,827	202,510	574,222	319,387
Other****	4,947	12,759	155,108	145,424
Transfers & Advances	500,000	0	831,520	0
Other Financing Uses	131,131	15,437	181,266	65,572
Total Expenditures	2,217,021	1,733,066	11,355,576	9,723,266
ENDING CASH BALANCE	5,648,259	7,455,899	5,648,259	7,455,899
Encumbrances	2,167,587	2,052,275	2,167,587	2,054,275
ENDING AVAILABLE BALANCE	3,480,672	5,403,624	3,480,672	5,401,624

*Investments, Fees, Rentals, Donations, Misc.

** Misc. State Revenues

***Legal, Technical, Consultants, Utilities, Repairs, Postage, Etc.

****County Auditor & Treasurer Fees, Bank Service Charges, State Auditors Charges, Membership Dues

YTD ACTUAL VS. PROJECTED

	FY13 RECEIVABLE	FYTD % RECEIVED	FY13 ACTUAL RECEIVED
Local Sources:			
Real Estate	13,367,172	51.18%	6,841,172
Public Utility Personal Property Tax	700,516	48.88%	342,407
Other Local*	229,664	47.84%	109,872
State Sources:			
Foundation Program	2,774,358	50.67%	1,405,905
Rollback & Homestead	1,702,799	51.66%	879,636
Property Tax Allocation	916,859	50.00%	458,430
Other State**	336	0.00%	168
Transfers & Advances	2,761,366	99.09%	2,736,366
Other Non Operating			
TOTAL RECEIPTS	22,453,070	56.89%	12,773,956

	FY12 EXPENDABLE	FYTD % EXPENDED	FYTD ACTUAL EXPENDED
Salaries & Wages	11,482,947	49.74%	5,711,703
Fringe Benefits	3,727,885	47.34%	1,764,625
Purchased Services***	3,489,990	48.07%	1,677,484
Materials/Supplies	708,159	64.91%	459,648
Capital Outlay	615,209	93.34%	574,222
Other****	327,200	47.40%	155,108
Transfers/Advances	448,520	185.39%	831,520
Other Financing Uses	316,200	57.33%	181,266
Duke Set Aside	350,000	0.00%	0
TOTAL EXPENDITURES	21,466,110	52.80%	11,355,576
Percentage without advance		50.06%	
% Through Year		50.00%	
FY12		47.20%	

Dec 2012

Date: 1/04/13

FINANCIAL SUMMARY REPORT
Processing Month: January 2013
MARIEMONT CITY SCHOOL DISTRICT

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Fnd	Sec	Description	Beginning Balance	MTD Revenues	FYTD Revenues	MTD Expenditures	FYTD Expenditures	Current Available Balance
001	0000	GENERAL	3,967,063.62	.00	12,771,725.20	.00	11,315,863.65	5,422,925.17
001	9500	CISCO REGIONAL ACADEMY	1,431.17	.00	.00	.00	.00	1,431.17
001	9550	E-RATE FUND	76,619.30	.00	2,233.67	.00	35,593.92	43,259.05
001	9600	PROJECT ACCOUNT	4,119.69	.00	.00	.00	4,119.69	.00
001	9994	GENERAL	180,645.00	.00	.00	.00	.00	180,645.00
002	0000	BOND RETIRE	665,427.46	.00	943,814.78	.00	1,383,035.13	226,207.11
003	0000	PERM IMPROVE	50,912.94	.00	233,516.33	.00	58,307.81	226,121.46
003	9300	TURF REPLACEMENT	5,275.00	.00	.00	.00	.00	5,275.00
004	0000	BUILDING FUND	8,247,932.56	.00	2,783,335.35	.00	10,745,912.36	285,355.55
006	0000	FOOD SERVICE	9,614.72	.00	98,076.68	.00	89,903.80	17,787.60
007	9000	HIGH SCHOOL REBATE ACCOUN	14,728.77	.00	729.00	.00	902.30	14,555.47
007	9001	SOCIAL SERVICE - GUIDANCE	8,355.04	.00	.00	.00	1,185.98-	9,541.02
007	9002	MARIEMONT ELEMENTARY REBA	7,058.08	.00	.00	.00	2,235.97	4,822.11
007	9004	TERRACE PARK REBATE ACCOU	2,464.84	.00	1,957.97	.00	800.00	3,622.81
007	9005	MERIT	6,160.74	.00	1,155.00	.00	1,900.00	5,415.74
007	9006	DISTRICT REBATE ACCOUNT	12,717.93	.00	8,819.35	.00	2,378.81	19,158.47
007	9007	SCHOLARSHIP FUNDS	5,500.00	.00	3,000.00	.00	8,000.00	500.00
007	9010	MEMORIAL FUND	8,300.00	.00	.00	.00	2,000.00	6,300.00
007	9011	ART "STUDENT AID"	621.94	.00	.00	.00	.00	621.94
007	9012	JUNIOR HIGH REBATE ACCT	4,067.88	.00	684.99	.00	2,516.25	2,236.62
007	9013	HARRIS FOUNDATION	292.01	.00	.00	.00	292.01	.00
007	9015	KORNRSKA ART PROJECT	112.67	.00	.00	.00	.00	112.67
007	9016	PS PLAYGROUND EQUIPMENT F	255.00	.00	.00	.00	255.00	.00
007	9017	DISTRICT SPECIAL PROCEEDS	14,513.74	.00	.00	.00	.00	14,513.74
007	9018	MARIEMONT LIBRARY	6,330.85	.00	.00	.00	.00	6,330.85
007	901V	GOETZ VIDEO STUDIO	5,287.12	.00	1,030.00	.00	4,350.00	1,967.12
007	9020	COALITION FOR DRUG FREE C	1,508.48	.00	.00	.00	.00	1,508.48
008	9151	WANDA MCNEAL SCHOLARSHIP	85,551.37	.00	1.02	.00	500.00	85,052.39
009	9101	UNIFORM SCHL SUPPLIES	26,466.39	.00	22,026.00	.00	43,463.94	5,028.45
009	9103	UNIFORM SCHL SUPPLIES	123,048.81	.00	3,948.92	.00	81,236.43	45,761.30
009	9104	UNIFORM SCHL SUPPLIES	20,769.45	.00	18,934.00	.00	32,267.86	7,435.59
009	9108	UNIFORM SCHL SUPPLIES	807.00	.00	14,980.00	.00	20,248.00	4,461.00-
009	9112	UNIFORM SCHL SUPPLIES	35,294.40	.00	4,491.00	.00	929.51	38,855.89
012	0000	ADULT EDUCATION	6,562.57	.00	1,390.00	.00	266.25	7,686.32
019	0000	ART CONNECTION GRANT 1998	5,803.17	.00	.00	.00	.00	5,803.17
019	9108	Terrace Park Elem Special	142.15	.00	.00	.00	.00	142.15
019	9211	HARRIS FOUNDATION	1,152.96	.00	.00	.00	1,152.96	.00
019	9223	TP OXLEY FOUNDATION	15,000.00	.00	.00	.00	.00	15,000.00
200	9000	STUDENT MANAGED ACT	689.96	.00	.00	.00	.00	689.96
200	900A	ME BUILDERS CLUB	339.27	.00	.00	.00	.00	339.27
200	900B	ART CLUB	2,754.15	.00	750.01	.00	779.57	2,724.59
200	900C	HIGH SCHOOL - STUDENT COU	2,565.43	.00	5,209.28	.00	2,490.01	5,284.70
200	900D	YEARBOOK	1,906.07	.00	2,196.00	.00	1,594.70	2,507.37
200	900E	WARPATH - NEWSPAPER	299.33	.00	145.50	.00	234.81	210.02
200	900G	LEADERSHIP COUNCIL	933.68	.00	533.00	.00	567.83	898.85
200	900H	UNIFIED FOR UNIFAT	124.00	.00	100.00	.00	.00	224.00

Date: 1/04/13

FINANCIAL SUMMARY REPORT
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MARLBOROUGH CITY SCHOOL DISTRICT

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Fnd	Scd	Description	Beginning Balance	MTD Revenues	FYTD Revenues	MTD Expenditures	FYTD Expenditures	Current Available Balance
200	900I	KEY CLUB	681.13	.00	2,188.92	.00	1,577.16	1,292.89
200	900J	STUDENT COUNCIL - JR HIGH	948.09	.00	.00	.00	200.00	748.09
200	900L	DRAMA - HIGH SCH	5,228.51	.00	.00	.00	1,920.46	3,308.05
200	900P	HONOR SOCIETY	1,184.64	.00	1,175.00	.00	1,000.00	1,359.64
200	900Q	DRAMA - JR HI SCH	2,478.58	.00	.00	.00	.00	2,478.58
200	900S	JR. HIGH YEARBOOK	2,166.36	.00	.00	.00	.00	2,166.36
200	900T	AFS - HIGH SCHOOL	586.64	.00	326.00	.00	.00	912.64
200	901A	WORLD AFFAIRS CLUB	527.06	.00	117.50	.00	.00	644.56
200	901C	PAIRING CLUB	61.65	.00	.00	.00	.00	61.65
200	901D	SPIRIT CLUB	533.30	.00	792.00	.00	725.00	600.30
200	901E	ACADEMIC CLUB	146.50	.00	1,272.26	.00	.00	1,418.76
200	901F	LATIN CLUB	1,453.98	.00	638.61	.00	237.54	1,855.05
200	901G	ENVIRONMENTAL CLUB	1,726.16	.00	285.00	.00	374.59	1,636.57
200	901J	JUNIOR HIGH BAND ACCOUNT	256.28	.00	630.00	.00	.00	886.28
200	901L	JUNIOR HIGH ART CLUB	2,040.21	.00	.00	.00	.00	2,040.21
200	901N	SPANISH CLUB	339.19	.00	529.00	.00	156.37	711.82
200	901P	CHESS CLUB	1,518.01	.00	.00	.00	.00	1,518.01
200	901Q	CLASS OF 2015	523.46	.00	328.00	.00	313.09	538.37
200	901U	SHOWSTOPPERS	1,660.00	.00	4,456.00	.00	2,264.76	3,851.24
200	901W	CLASS OF 2010	.00	.00	1,409.00	.00	893.20	515.80
200	901Y	BOOK CLUB	233.81	.00	149.00	.00	44.97	337.84
200	901Z	CLASS OF 2012	829.17	.00	.00	.00	100.00	729.17
200	902A	CLASS OF 2013	3,892.98	.00	1,308.81	.00	1,822.54	3,379.25
200	902B	Class 2014	659.04	.00	1,219.00	.00	1,407.27	470.77
200	902D	STOCK CLUB	39.00	.00	.00	.00	.00	39.00
200	902E	STUDENT MANAGED ACT	.00	.00	1,138.00	.00	66.00	1,072.00
300	0000	DISTRICT MANAGED ACT	1,767.79	.00	.00	.00	.00	1,767.79
300	900C	ATHLETIC FUNDS FOR CAMP	31,827.99	.00	18,298.55	.00	33,609.43	16,517.11
300	900M	INSTRUMENTAL MUSIC	4,058.43	.00	616.93	.00	2,416.31	2,259.05
300	900N	ATHLETIC FUND	59,870.09	.00	78,708.89	.00	108,667.74	29,911.24
300	900T	HIGH SCHOOL TOURNAMENT	.00	.00	10,168.90	.00	9,701.60	467.30
300	900X	HS CHORUS TRIP ACCOUNT	400.50	.00	520.00	.00	687.50	233.00
300	900Y	BAND TRIP ACCOUNT	12,376.26	.00	5,460.25	.00	13,996.72	3,839.79
300	900Z	STRINGS ACTIVITIES ACCT	1,154.48	.00	330.50	.00	.00	1,484.98
300	902C	STRINGS TRIP ACCT	1,444.29	.00	1,656.00	.00	966.50	2,133.79
516	9263	IDEA Part BFlow Thru	.00	.00	116,321.07	.00	116,321.07	.00
524	9256	Carl Perkins	1,729.22	.00	.00	.00	.00	1,729.22
524	9264	CARL PERKINS 2012-13	.00	.00	3,150.00	.00	255.45	2,894.55
551	9246	Title III LEP	400.61	.00	.00	.00	400.61	.00
551	9254	Title III LEP	1,066.24	.00	.00	.00	672.37	393.87
551	9268	TITLE III LEP 2012-13	.00	.00	1,224.00	.00	466.44	757.56
572	9262	Title I 2012-13	.00	.00	27,295.08	.00	29,950.95	2,655.87-
587	9265	IDEA EARLY CHILDHOOD 2012	.00	.00	2,778.43	.00	3,704.58	926.15-
590	9266	TITLE IIA 2012-13	.00	.00	26,166.70	.00	21,917.98	4,248.72

Date: 1/04/13

FINANCIAL SUMMARY REPORT
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MARIEMONT CITY SCHOOL DISTRICT

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Fnd	Sec	Description	Beginning Balance	MTD Revenues	FYTD Revenues	MTD Expenditures	FYTD Expenditures	Current Available Balance
		Grand Total All Funds	13,783,336.36	.00	17235,440.45	.00	24199,750.79	6819,026.02
		Total Invested Funds	.00					

AGREEMENT made as of the Eighteenth day of December in the year Two Thousand Twelve

Between the Owner:

Mariemont City Schools
2 Warrior Way
Cincinnati, Ohio 45227

and the Contractor:

Peck Hannaford + Briggs
4673 Spring Grove Avenue
Cincinnati, Ohio 45232

for the following Project:

Maintenance service work on heating, ventilating, and air conditioning equipment and refrigeration equipment for Mariemont City Schools.

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCE AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OF SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.3.1 This contract is a term service contract with work occurring periodically as specified in the documents. The first term shall commence on January 1, 2013 and shall conclude on June 30, 2013. Subsequent terms shall commence on July 1st each year and shall conclude at the end of June of the following year.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Six Thousand Ninety-Six Dollars (\$26,096.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.3 Unit prices, if any:

Item	Units and Limitations	Price Per Unit (\$ 0.00)
Term 1-Service Time 24 hours		\$ 1,656.00
Term 2-Service Time 48 hours		\$ 3,360.00
Term 3-Service Time 48 hours		\$ 3,456.00
Term 4-Service Time 48 hours		\$ 3,552.00
Term 5-Service Time 48 hours		\$ 3,648.00

4.1.1 Following the first six month term, the Owner reserves the right to renew the contract on an annual basis for the 2nd term at \$53,445., 3rd term at \$55,036., 4th term at \$56,697., and 5th term at \$58,398.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the Fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1 All applications for payments must be accompanied by a labor and material breakdown, plus a copy of all service tasks performed for the given period.

§ 5.1.4.2 All applications for payment must be accompanied by a paid in full affidavit.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.2 BINDING DISPUTE RESOLUTION

The parties will attempt in good faith to informally resolve disputes between them. If the parties are unable to resolve a dispute in good faith, the parties shall submit the

dispute to a mutually agreed upon mediator. The mediation shall not be binding. The parties shall split the cost of the mediation.

If mediation should fail to resolve a dispute, the parties may resort pursuing whatever legal or equitable remedies they choose.

The contractor shall be responsible for continuing any work while a dispute is resolved as applicable.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 This Agreement can be terminated by either party for material breach of its terms.

§ 7.2 The Owner reserves the right to terminate the contractor for breach and to prosecute the work by other means, and to backcharge the Contractor for the full cost of the substitute work.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.3 The Owner's representative:

Natalie Lucas
Mariemont City Schools
2 Warrior Way
Cincinnati, OH 45227

§ 8.4 The Contractor's representative:

Frank Werk
Peck Hannaford + Briggs
4673 Spring Grove Avenue
Cincinnati, OH 45232

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 8.6.2 The Board represents (1) that it has adequate funds to meet its obligations under this Agreement during the current fiscal year; (2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to

believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of such funds during the term of this Agreement. However, it is understood that the availability of funds is contingent upon varied sources including tax levies. If the Board fails, at any time, to have adequate funds to provide part or all of the Service (including, but not limited to a reduction in service) described in this Agreement, then the obligations under this Agreement are suspended in part or entirely as of the date the funding expires.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 This Agreement

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Appendix 1	(Attachment 1)		

§ 9.1.4 The Specifications:

Section	Title	Date	Pages
See Appendix 1	(Attachment 1)		

§ 9.1.5 The Drawings:

Number	Title	Date
See Appendix 1	(Attachment 1)	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	November 8, 2012	6
2	November 21, 2012	4
3	November 26, 2012	7
4	November 82, 2012	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 9.1.7.1.2.1** Contractor's Proposal, dated November 30, 2012 (Attachment 2).
- 9.1.7.1.2.2** Scope Review Meeting Notes, dated December 4, 2012 (Attachment 3).
- 9.1.7.1.2.3** Contractor's letter, dated December 11, 2012 (Attachment 4).

MARIEMONT CITY SCHOOLS

PECK HANNAFORD + BRIGGS

President

Date

Treasurer

Date

Date

Date

ATTACHMENT 1

PAGE 1 OF 1

APPENDIX 1

SPECIFICATION AND DRAWING LISTING
FOR AIA DOCUMENT A101-2007 BETWEEN
MARIEMONT CITY SCHOOLS AND PECK HANNAFORD + BRIGGS

9.1.3

SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT

Division 1 - Special Conditions

- Section 01110 - Project General Conditions
- Section 01120 - Procedures and Quality Control
- Section 01130 - Project Special Conditions for Maintenance Service Work

9.1.4

SPECIFICATIONS

Division 17 - Mechanical Maintenance Service Work

- Section 17100 - Mechanical Maintenance Service Work - Generally
- Section 17110 - Type of Maintenance Service Work
- Section 17120 - Maintenance Procedures
- Section 17140 - Description of Work Pertaining to School District Facilities

9.1.5

DRAWINGS

Renovation & Addition to Mariemont Elementary School

- M500 - HVAC - Details
- M - 600 - HVAC - Terminal Unit and Ventilation Air Schedule

Renovation & Addition to Terrace Park Elementary School

- M500 - HVAC - Details
- M - 600 - HVAC - Terminal Unit and Ventilation Air Schedule

New School Building for Mariemont City School District's Junior High School

- M500 - HVAC - Details
- M - 600 - HVAC - Terminal Unit and Ventilation Air Schedule

ATTACHMENT 2
Page 1 of 7

PROPOSAL FORM

Submitted by Peck Hannaford + Briggs Service Corporation Date 11/30/2012

(Name of Bidder)

To: Forest Hills Local School District
7550 Forest Road
Cincinnati, Ohio 45255

and

Mariemont City Schools
2 Warrior Way
Cincinnati, OH 45227

We, the undersigned, having carefully studied the local conditions affecting the cost of the work as previously directed and having thoroughly examined the Contract Documents, consisting of this Proposal Form, Division 1 and Division 17 for the Project titled:

MAINTENANCE SERVICE WORK
ON
HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT
AND
REFRIGERATION EQUIPMENT
FOR
FOREST HILLS LOCAL SCHOOL DISTRICT
AND
MARIEMONT CITY SCHOOLS

prepared by Motz Engineering, 300 West Fourth Street, Suite 300, Cincinnati, Ohio 45202, for the School Boards of the Forest Hills Local School District and Mariemont City Schools, do hereby propose to perform all work required to be performed and to provide and furnish all labor, materials, necessary tools, scaffolding, hoists, transportation, services and temporary utility installations necessary to perform and complete, in a workmanlike manner, such items of maintenance service work hereinafter designated by and for the sum of money set forth for said items. The bid sums may be increased or decreased by the substituting of such "Substitutions" hereinafter set forth, as the Owner may elect to accept to determine the Contract Sum.

Proposals for Mechanical Maintenance Service Work and Divisions 1 and 17 are due on or before 2:00 P.M., Local Time, Friday, November 30, 2012. For bookkeeping purposes, the successful bidder will be requested to provide a cost breakdown on a labor and material basis by building and monthly service program.

It is agreed that this proposal shall be irrevocable for a period of sixty (60) days after the public opening of same by the Owner.

Each proposal submitted shall be a firm bid (excluding all applicable sales and use taxes). Proposal shall be made out in triplicate and addressed to:

Richard Toepfer II, Treasurer
Forest Hills Local School District - Board of Education
7550 Forest Road
Cincinnati, OH 45255

ATTACHMENT 2 (Continued)

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Plans and specifications must be returned to Motz Engineering.

All base bids, alternate bids, substitute bids, and unit prices, if any, shall **exclude** all applicable sales and use taxes as part of the contract price.

Acknowledgment of Addenda:

The undersigned acknowledges receipt of the following Addendum to the Contract Documents. (Indicate Addendum Number and Issue Date.)

Addendum No. 1 Date 11/8/12 Addendum No. 2 Date 11/21/12

Addendum No. 3 Date 11/26/12 Addendum No. 4 Date 11/28/12

The Undersigned Bidder Agrees:

1. To accept the provisions of these General Conditions, Supplementary Conditions and General Requirements of the Specifications.
2. That the amounts stated in this Proposal Form represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, insurance required or applicable to the work, licenses to perform work, etc. That no claims will be made for any increases in wage scales or material costs.
3. To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named; and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
4. That the bidder will comply with all City, County, State, and Federal Statutes relating to Liability Insurance, Working Hours, Minimum Wages, Safety and Sanitary Regulations, including requirements which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the Proposal herein submitted.

NOTE:

1. The wording of this Proposal shall be used throughout, without damage, alteration or addition. Any change in wording may cause it to be rejected.
2. Include Substitution Sheet and Information concerning bidders.

ATTACHMENT 2 (Continued)
Page 3 of 7

3. Bid amounts for Base Bid: shown in figures.

Bids submitted by virtue of this Proposal hereby are acknowledged by the Owner to be made under the conditions that the Bidder will not be prevented, on account of strikes or other disruptions affecting source of supply, from obtaining materials or qualified labor necessary to carry out his contract to complete the maintenance service work covered thereby.

It is further understood that all work covered by this Proposal shall be completed in accordance with the work schedule listed in Division 17 unless for good reason, an extension of time is granted by the Owner. It is further understood that the work will commence on January 1, 2013.

It is understood and agreed by the undersigned that the Owner reserves the right to reject any or all bids.

ATTACHMENT 2 (Continued)

Page 4 of 7

PROPOSALS FOR MAINTENANCE SERVICE WORK FOR HVAC EQUIPMENT AND REFRIGERATION EQUIPMENT

ITEM 1 - FOREST HILLS LOCAL SCHOOL DISTRICT (PREVENTATIVE MAINTENANCE)	TERM 1 1/1/13 - 6/30/13 (6 MONTHS)	TERM 2 7/1/13 - 6/30/14 (1 YEAR)	TERM 3 7/1/14 - 6/30/15 (1 YEAR)	TERM 4 7/1/15 - 6/30/16 (1 YEAR)	TERM 5 7/1/16 - 6/30/17 (1 YEAR)
Item 1A - Chillers and Cooling Towers	\$6,450.00	\$13,280.00	\$13,680.00	\$14,090.00	\$14,520.00
Item 1B - Chemical Treatment	\$2,400.00	\$4,800.00	\$4,950.00	\$5,100.00	\$5,250.00
Item 1C - Direct Digital Controls	\$4,390.00	\$9,050.00	\$9,320.00	\$9,600.00	\$9,880.00
Item 1D - Generators	\$1,080.00	\$1,685.00	\$1,685.00	\$1,775.00	\$1,775.00
Item 1E - Kitchen Refrigeration Equipment	\$1,650.00	\$3,400.00	\$3,500.00	\$3,610.00	\$3,720.00
Item 1F - Air Handling Units	\$1,300.00	\$2,680.00	\$2,760.00	\$2,840.00	\$2,930.00
Item 1G - Boiler	\$ 550.00	\$1,140.00	\$1,180.00	\$1,220.00	\$1,260.00
Item 1H - Combined Bid All Item 1 Components	\$17,820.00	\$36,035.00	\$37,075.00	\$38,235.00	\$39,335.00

ITEM 2 - MARIEMONT CITY SCHOOLS (PREVENTATIVE MAINTENANCE)	TERM 1 1/1/13 - 6/30/13 (6 MONTHS)	TERM 2 7/1/13 - 6/30/14 (1 YEAR)	TERM 3 7/1/14 - 6/30/15 (1 YEAR)	TERM 4 7/1/15 - 6/30/16 (1 YEAR)	TERM 5 7/1/16 - 6/30/17 (1 YEAR)
Item 2A - Mariemont Elementary School	\$5,800.00	\$11,860.00	\$12,210.00	\$12,585.00	\$12,970.00
Item 2B - Terrace Park Elementary School	\$4,800.00	\$9,800.00	\$10,090.00	\$10,405.00	\$10,720.00
Item 2C - Junior High School	\$4,200.00	\$8,560.00	\$8,820.00	\$9,085.00	\$9,360.00
Item 2D - Mariemont High School	\$11,200.00	\$23,075.00	\$23,770.00	\$24,480.00	\$25,220.00
Item 2E - Combined Bid All Item 2 Components	\$26,000.00	\$53,295.00	\$54,890.00	\$56,555.00	\$58,270.00

ATTACHMENT 2 (Continued)

Page 5 of 7

ITEM 3 - COMBINED BID BOTH SCHOOL DISTRICTS (PREVENTATIVE MAINTENANCE)	TERM 1 1/1/13 - 6/30/13 (6 MONTHS)	TERM 2 7/1/13 - 6/30/14 (1 YEAR)	TERM 3 7/1/14 - 6/30/15 (1 YEAR)	TERM 4 7/1/15 - 6/30/16 (1 YEAR)	TERM 5 7/1/16 - 6/30/17 (1 YEAR)
Item 3A - Forest Hills Local School District Facilities (All Item 1 Components)	\$17,820.00	\$36,035.00	\$37,075.00	\$38,235.00	\$39,335.00
Item 3B - Mariemont City Schools Facilities (All Item 2 Components)	\$26,000.00	\$53,295.00	\$54,890.00	\$56,555.00	\$58,270.00
Item 3C - Total Combined Bid (Item 3A Plus Item 3B)	\$43,820.00	\$89,330.00	\$91,965.00	\$94,790.00	\$97,605.00

ITEM 4 - MARIEMONT CITY SCHOOLS (FULL SERVICE MAINTENANCE)	TERM 1 1/1/13 - 6/30/13 (6 MONTHS)	TERM 2 7/1/13 - 6/30/14 (1 YEAR)	TERM 3 7/1/14 - 6/30/15 (1 YEAR)	TERM 4 7/1/15 - 6/30/16 (1 YEAR)	TERM 5 7/1/16 - 6/30/17 (1 YEAR)
Item 4A - Mariemont Elementary School	\$15,720.00	\$32,135.00	\$33,115.00	\$34,100.00	\$35,125.00
Item 4B - Terrace Park Elementary School	\$11,920.00	\$24,315.00	\$25,050.00	\$25,800.00	\$26,575.00
Item 4C - Junior High School	\$10,420.00	\$21,225.00	\$21,855.00	\$22,520.00	\$23,195.00
Item 4E - Combined Bid All Item 4 Components	\$38,060.00	\$77,675.00	\$80,020.00	\$82,420.00	\$84,895.00

ITEM 5 - SUPPLEMENTAL LABOR AND MATERIAL PRICING	TERM 1 1/1/13 - 6/30/13 (6 MONTHS)	TERM 2 7/1/13 - 6/30/14 (1 YEAR)	TERM 3 7/1/14 - 6/30/15 (1 YEAR)	TERM 4 7/1/15 - 6/30/16 (1 YEAR)	TERM 5 7/1/16 - 6/30/17 (1 YEAR)
Labor for Repairs, Regular Time (per Hr.)	\$69.00	\$70.00	\$72.00	\$74.00	\$76.00
Labor for Repairs, Overtime (per Hr.)	\$98.50	\$100.00	\$103.00	\$106.00	\$109.00
Materials, Percent Markup Over Contractor's Cost (%)	10%	10%	10%	10%	10%

ATTACHMENT 2 (Continued)
Page 6 of 7

Following the first 6 month term, the Owner reserves the right to renew the contract on an annual basis for the amounts enumerated above. The Owner may, at its option and sole discretion, assign this service contract, at the amounts and rates quoted herein, to a third party entity that may be managing the entire facility.

It is agreed that this Proposal shall be Irrevocable for a period of sixty (60) days after receipt of same by the Owner at the Day and Place set forth on the "Proposal Form" which may be modified by Addendum.

SUPPLEMENTAL INFORMATION

Each bidder shall submit the following supplemental information with their bid:

- Executive Summary of Bidder's Approach to this project.
- Resume of each staff member to be assigned to this project.
- Staff hours that will be dedicated to each contract term.
- Experience with computerized maintenance management systems.
- List of at least ten (10) references for whom bidder is performing similar service work.

BIDDER'S NAME (Print):

Brad Beinkemper

Authorized Signature:



Title:

Account Manager

Company Name:

Peck Hannaford + Briggs Service Corp.

Mailing Address:

4673 Spring Grove Ave.

Cincinnati, Ohio 45232

Telephone Number:

513-681-1200

Facsimile Number:

513-681-0311

E-Mail Address:

bbeinkemper@peckhannafordbriggs.com

Where Incorporated:

Ohio

Type of Business (circle one):

Corporation

Federal Identification Number

31-0974318

Contact person for Contract processing:

Brad Beinkemper

SCOPE REVIEW MEETING

<p>PROJECT NAME FOREST HILLS / MARIEMONT MAINTENANCE SERVICE WORK</p>

Trade Package No.:

Meeting Date:

12.4.12

Description: MAINTENANCE SERVICE WORK

Time:

8:30 a.m./p.m.

Subcontractor:

CONTRACTOR NAME: PECK-HANNAFORD & BRIGGS SERVICE CORP
ADDRESS 4673 SPRING GROVE AVENUE
CITY CINCINNATI
STATE OH ZIP 45232 Incorporated In: _____

Attendees:

FRANK WERKTIA STRAUSBRAD BEINKEMPERBRAD MOTZRAY JOHNSONBOB VANDER WOUDEGeneral / Contract Items

1. Owner's Contract From Form:

AIA

2. Contractors Insurance Limits:

Gen Liability

\$ 10 MILLION

Auto

UMBRELLA

3. Engineer, Architect, and Owner named as additional insured:

YES

4. Bond Form per Bid Documents:

NO

5. All taxes included:

EXCLUDED - NEED
SALES TAX EXEMPTION
CERTIFICATES

Contractor Information

6. Contractor current annual volume:

\$ 50-60 MILLION TOTAL

7. Similar Projects (if required):

\$ 11-12 MILLION SERVICEMADIERA, NORTHWEST,MT HEALTHY, FRANKLIN,THREE RIVERS8. Financial Statement Available: Yes ☒ No ☐

Fiscal Year End: _____

9. Office Management responsible for this Project:

BRAD BEINKEMPER

10. Field Supervision:

TO BE DETERMINED

SCOPE REVIEW MEETING

Project No. _____

Page 2 of 4

ATTACHMENT 3 (Continued)

Page 2 of 4

General Job Conditions

11. Contractor responsible for clean-up and disposal of their waste and removal to dumpster provided by (Contractor). YES
12. Review of temporary facilities: Toilets: WILL MAINTAIN TOILETS THAT THEY UTILIZE
Water: _____
Electric: _____
Special requirements by contractor: TAX EXEMPT CERTIFICATES
13. Shutdown requirements by contractor: COORDINATE WELL IN ADVANCE WITH EACH SCHOOL DISTRICT
14. Winter weather protection included: IF NEEDED.
15. Contractor to provide their own hoisting. YES
16. Payments for stored materials: N/A
17. Review of phasing requirements: N/A
18. Review of Safety & Fire Prevention Programs: EMR: 0.56 (2012) #
19. Aware of parking arrangements: YES
20. Examined existing conditions: YES
21. EEO/MBE/WBE requirements: N/A
- Scope Information
22. Contract Document List: PROJECT MANUAL
23. Scope defined per Specifications: YES
Summary & Scope of work _____
Division 1 and specs by reference N/A
Allowances included in base bid: # 1-4 - AS STATED ON BID FORM
Addenda: _____
24. Shop drawing lead-time: N/A
25. Fabrication & Delivery: N/A
26. Peak manpower schedule: 3-5 WORKERS *
27. Schedule installation duration: PER TASK LIST IN MANUAL
28. Completion date: PER TASK LIST IN MANUAL
29. QUANTITY CHECKLIST: N/A
30. Mock ups and samples required by Subcontractor: N/A
- * 2 PRIMARY JOURNEYMAN AND 1 MES.

SCOPE REVIEW MEETING

Project No. _____

Page 3 of 4

ATTACHMENT 3 (Continued)

Page 3 of 4

31. Review of layout requirements:

N/A

32. Manufacturer/Project:

N/A

33. WARRANTIES:

N/A

34. Sublet work:

SEE BELOW - ITEM b

35. Unit Prices:

N/A

The Scope of Work specifically INCLUDES

a) CONTRACTOR WILL COORDINATE WITH EACH SCHOOL DISTRICT'S
CALENDAR AND THEIR MAINTENANCE/JANITORIAL STAFF.

b) SUBCONTRACTORS

GENERATORS - BUCKEYE POWER

CHEMICAL TREATMENT - HVC

CONTROLS

MARIEMONT - ASA

NAGEL - A+M

TURPIN - SCHNEIDER ELECTRIC #

The Scope of Work specifically EXCLUDES

Miscellaneous Scope Items Discussed at Meeting
--

a) RESPONSE TIME IS CRITICAL FOR REFRIGERATORS AND FREEZERS.

b) PROCESS

- KICK-OFF MEETING FOR EACH SCHOOL DISTRICT
- SCHEDULE MAINTENANCE WITH DISTRICT PERSONNEL
- CONTRACTOR WILL BE FLEXIBLE ON WHEN TO PERFORM SERVICE TASKS AND WILL USE THE OPPORTUNITY OF BEING IN A GIVEN BUILDING TO BE AVAILABLE TO SPOT CHECK OTHER SYSTEMS AS REQUESTED BY ON SITE DISTRICT PERSONNEL.

c) VAV BOXES WILL BE REVIEWED FROM CENTRAL CONSOLE.
IF AN ISSUE EXISTS, THE CONTRACTOR WILL CHECK THE OPERATION AT THE BOX OR THE SENSOR IN THE ROOM.

36. Final Cost: _____

INFORMATION PROVIDED FOLLOWING THE MEETING.

ATTACHMENT 4
Page 1 of 3

December 11, 2012

Mr. R. Bradley Motz
Motz Engineering
300 W. Fourth Street, Suite 300
Cincinnati, Ohio 45202

RE: Mariemont City Schools Maintenance Follow Up Items

Brad:

This letter is to follow up on the questions and additional items discussed in our meeting last week. We welcome this opportunity to provide this information and we look forward to serving both school districts.

1. Cost for Services calls (additional time)
 - a. Term 1 – 6 calls per district
\$1,656.00 per district
(24 hours each district)
 - b. Terms 2 thru 5 – 12 calls per district
Term 2, \$3,360.00
Term 3, \$3,456.00
Term 4, \$3,552.00
Term 5, \$3,648.00.
(48 hours per district)
2. Safety – EMR Rating - **Period 7/1/2012 – 12/31/2012 is 0.56.**
3. Hourly Rates – subcontractors
See Attached Tables
4. Hourly Rates – PHB - double time
See Attached Tables

Once again, thank you for the opportunity!

Brad Beinkemper
Account Manager
Peck Hannaford + Briggs Service Corp.

Mariemont City Schools

Peck Hannaford + Briggs

Rates and Working Hours

Regular time	M-F	7:30 am - 4:00 pm
Overtime	M-F	4:00 pm - 7:30 am
Overtime	Saturday	All day until midnight
Double time	Sunday & Holidays	12:01 am - 7:30 am

ITEM 5 - SUPPLEMENTAL LABOR AND MATERIAL PRICING	term 1 6 mths 1/13-6/13	term 2 12 mo 7/13-6/14	term 3 12 mo 7/14-6/15	term 4 12 mo 7/15-6/16	term 5 12 mo 7/16-6/17
Labor for repairs, Regular time (per hour)	\$ 69.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
Labor for repairs, Overtime (per hour)	\$ 98.50	\$ 100.00	\$ 103.00	\$ 106.00	\$ 109.00
Labor for repairs, Double Time (per hour)	\$ 130.00	\$ 132.00	\$ 134.00	\$ 136.00	\$ 138.00
Materials, Percent markup over cost (%)	10%	10%	10%	10%	10%

ASA Controls

Rates and Working Hours

Regular time	M-F	7:00 am - 5:00 pm
Overtime	M-F	5:00 pm - 7:30 am
Overtime	Saturday	All day until midnight
Double time	Sunday & Holidays	12:01 am - 7:30 am

ITEM 5 - SUPPLEMENTAL LABOR AND MATERIAL PRICING	term 1 6 mths 1/13-6/13	term 2 12 mo 7/13-6/14	term 3 12 mo 7/14-6/15	term 4 12 mo 7/15-6/16	term 5 12 mo 7/16-6/17
Labor for repairs, Regular time (per hour)	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Labor for repairs, Overtime (per hour)	\$ 188.00	\$ 188.00	\$ 188.00	\$ 188.00	\$ 188.00
Labor for repairs, Double Time (per hour)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Materials, Percent markup over cost (%)					

Mariemont City Schools PM

	term 1 6 mths 1/13-6/13	term 2 12 mo 7/13-6/14	term 3 12 mo 7/14-6/15	term 4 12 mo 7/15-6/16	term 5 12 mo 7/16-6/17
2A Mariemont Ele	\$ 5,450.00	\$ 11,160.00	\$ 11,490.00	\$ 11,835.00	\$ 12,190.00
2B Terrace Park E	\$ 4,515.00	\$ 9,250.00	\$ 9,525.00	\$ 9,810.00	\$ 10,105.00
2C Mariemont JHS	\$ 3,950.00	\$ 8,100.00	\$ 8,340.00	\$ 8,755.00	\$ 9,015.00
2D Mariemont HS	\$ 10,525.00	\$ 21,575.00	\$ 22,225.00	\$ 22,745.00	\$ 23,440.00
Combined	\$ 24,440.00	\$ 50,085.00	\$ 51,580.00	\$ 53,145.00	\$ 54,750.00
					\$ 234,000.00

**Declaration of Material Assistance/Nonassistance to a Terrorist Organization (DMA)
Policy Revisions - NEOLA, INC.
September 2010**

WHEREAS, H.B. 487, part of the mid-biennium budget review (MBR), repealed requirements to obtain a "declaration of material assistance/non-assistance" (DMA) from new employees or from entities or persons prior to doing business with or contracting for service; and

WHEREAS, the repeal of this requirement is effective September 10, 2012; and

WHEREAS, certain Board policies must be modified to reflect the implementation of H.B. 487;

NOW, THEREFORE, BE IT RESOLVED, the Board modifies the following policies as set forth below:

DELETE: **Policy 8120 - Declaration Regarding Material Assistance/
Nonassistance to a Terrorist Organization (DMA)**

REVISE: **Policy 1220 - Employment of the Superintendent
Policy 1310 - Employment of the Treasurer
Policy 1530 - Employment of Administrators
Policy 3120 - Employment of Professional Staff
Policy 3120.04 - Employment of Substitute Teachers
Policy 3120.05 - Employment of Professional Staff Members in
Summer School and Adult Education Programs
Policy 3120.06 - Selecting Student Teachers/Administrative Interns
Policy 3120.07 - Employment of Casual Resource Personnel
Policy 3120.08 - Employment of Personnel for Co-Curricular/Extra-
Curricular Activities
Policy 4120 - Employment of Support Staff
Policy 4120.04 - Employment of Substitutes
Policy 4120.08 - Employment of Personnel for Co-Curricular/Extra-
Curricular Activities**

~~"... (personnel) must complete a DMA form with no positive indications that material assistance has been provided to a terrorist organization before working in the District (see Policy 8120)."~~

**Policy 6320 - Purchases
Policy 6440 - Cooperative Purchasing
Policy 6450 - Local Purchasing
Policy 6460 - Vendor Relations**

~~"A completed DMA form with no positive indications that material assistance has been provided to a terrorist organization is required of each private person or entity with whom the Board intends to enter into a contract that amounts to an aggregate of greater than \$100,000 annually."~~

~~[] — A private person or entity with whom the Board enters into frequent contracts may apply for pre-certification. Pre-certification is specific to the District and is effective for one (1) year at time."~~