

A G R E E M E N T
BETWEEN
GAHANNA-JEFFERSON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND
CITY OF GAHANNA

WHEREAS, Gahanna-Jefferson City School District Board of Education, the "Board," and City of Gahanna, the "City," desire to enter into an agreement to build and operate a vehicle maintenance facility and a fueling station; and

WHEREAS, this agreement would result in the savings of tax dollars for both legal entities;

THE PARTIES HERETO, BEING THE BOARD AND THE CITY, HEREBY AGREE AS FOLLOWS:

- 1. The Board will design and construct, in consultation with the City, a vehicle maintenance facility on the 4.699-acres site deeded to the Board by the City under authority of Ordinance No. 110-95 and being further described as follows: *See EXHIBIT A, which is incorporated herein by reference.* The Board also plans to build on the same site for its own exclusive use an administrative/driver facility.**

- 2. Costs related to the development of the 4.699-acres site, including but not limited to storm water and utilities, and the construction of the vehicle maintenance facility shall be borne equally by the parties hereto; provided, however, that all cost associated with the construction of the administrative/driver facility shall be the sole responsibility of the Board. The parties also agree that in calculating the one-half share of the costs delineated herein, which are attributable to the City, that the City shall receive a credit of \$187,960, representing the value of the property deeded to the Board. The base bid for the maintenance facility shall be for two (2) bays on each side. Additional bays required shall be at the expense of the entity choosing to build a third or fourth bay. The estimated cost to the respective parties is calculated according to the following formula, *which is incorporated herein by reference as EXHIBIT B.***
- 3. The Board and the City shall both operate their garage operations independently, but will cooperate to the extent feasible in minimizing duplication of costs and services.**
- 4. The maintenance of the building housing the vehicle maintenance facility shall be the responsibility of the Board with the cost to be borne by the individual parties on their portion of the building and divided equally for the common areas.**

5. All utility bills, excluding telephone service, shall be contracted for by the Board, which will bill the City for one-half of the costs incurred therefor.
6. The Board shall purchase and maintain the insurance to cover general liability and building and contents in an amount appropriate to the value of the maintenance facility. The City shall pay one-half the cost of said insurance. The Board shall name the City as the secondary insured on the policies.
7. Each party hereto assumes exclusive and complete responsibility for the supervision, scheduling, and work flow of its personnel and employees.
8. The City assumes the sole responsibility of designing, constructing, and operating a fueling station complex on the remainder of the 10.03-acre site described herein and may, at its option, enter into a lease or contractual arrangement with an appropriate party to design, construct, and operate said complex. The Board agrees to purchase fuel from the City to operate the school district's fleet of vehicles at a price which reflects the cost of fuel and which includes an appropriate "surcharge" to offset the costs incurred in the construction and operation of the fueling station.

The City will design, construct, and operate a fuel facility or enter into a lease/purchase agreement with a fuel supplier to design, construct, and operate a fuel facility. Costs for this facility will be recovered on a per gallon cost plus basis. The "surcharge" per gallon will apply to all users (including the City). The amount of the "surcharge" will be determined by the cost of the facility. Lease/purchase costs will be jointly shared proportionately based upon use by all entities using fuel from this facility. The amount of the "surcharge" will be dependent on the terms of a lease/purchase agreement. The costs will be arrived at by competitive bidding. For purposes of calculating the "surcharge," the cost of the fueling facility will be spread over a reasonable useful life of the facility.

- 9. This agreement between the Board and the City cannot be assigned to third parties without the express written approval of both parties.**
- 10. The Board agrees not to transfer its legal title or interest in the above-described premises except by mutual written agreement between the City and the Board.**

IN WITNESS, WHEREOF, THE PARTIES HAVE CAUSED THIS
AGREEMENT TO BE EXECUTED, THIS 21st DAY OF
FEBRUARY _____, 1996.

GAHANNA-JEFFERSON CITY
SCHOOL DISTRICT BOARD
OF EDUCATION

CITY OF GAHANNA

By:

Dr. R. B. Adams

By:

Thomas F. M. Regan

Mayor

APPROVED:

[Signature]

~~Legal~~ XXXX TREASURER

APPROVED:

Thomas L. Weber

City Attorney

~~XXXX~~

4.699 ACRES

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Lot 23 of Quarter Township 3, Township 1, Range 16, United States Military District, being part of that 10.03 acre tract of land described in Official Record 19462, Page A-11 to the City of Gahanna, Ohio (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Beginning at an iron pipe found at the intersection of the easterly right-of-way line of Science Boulevard (60' in width — formerly known as Resource Recovery Road), with the southerly line of said 10.03 acre tract;

thence northerly through said 10.03 acre tract, being along a line parallel with the easterly line of said 10.03 acre tract, North 3°10'23" East, 460.00 feet to an iron pipe set in the northerly line of said 10.03 acre tract, being a southerly line of that 16.1979 acre tract described in Official Record 13994, Page C-10 to Taylor Station Company;

thence easterly along the northerly line of said 10.03 acre tract, being the southerly line of said 16.1979 acre tract, South 86°18'24" East, 445.00 feet to an iron pipe found at the northeasterly corner of said 10.03 acre tract, being a northwesterly corner of that 13.555 acre tract described in Official Record 21232, Page B-16 to Brick Molding Co.;

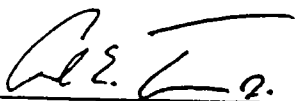
thence southerly along the easterly line of said 10.03 acre tract, being a westerly line of said 13.555 acre tract, South 3°10'23" West, 460.00 feet to an iron pipe found at the southeasterly corner of said 10.03 acre tract, being a corner of said 13.555 acre tract;

thence westerly along the southerly line of said 10.03 acre tract, being a northerly line of said 13.555 acre tract, North 86°18'24" West, 445.00 feet to the Point of Beginning, containing 4.699 acres of land, more or less, as surveyed and described in May of 1995, by Carl E. Turner, Jr., Registered Land Surveyor No. 6702.

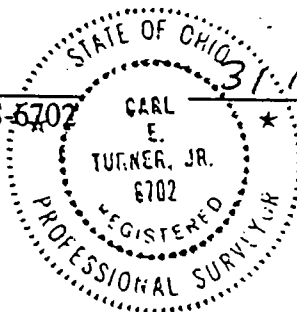
Subject, however, to all legal rights-of-way of previous record.

Basis of Bearings: The reference meridian for the foregoing description is based upon the deed bearing of the northerly line of said 10.03 acre tract (i.e. South 86°18'24" East).

By



Carl E. Turner, Jr., Registered Surveyor No. S-6702



31 MAY 1995

Date

EXHIBIT A



TERRA
Surveying Services Co.

238 Academy Wood
Gahanna, Ohio 43230-2
614/471-0663 (Voice & Fax)

TITLE:

SURVEY OF 4.699 ACRES
LOCATED IN LOT 23 OF QTR. TWP. 3. TOWNSHIP 1. RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

PREPARED EXCLUSIVELY FOR:
CITY OF GAHANNA, OHIO and/or
GAHANNA-JEFFERSON BOARD OF
EDUCATION

31 MAY 1995

OFF. REC. 19462. PAGE A-11

TAYLOR STATION COMPANY
16.1979 AC. C-10
O.R. 13994. PG. C-10

CITY OF GAHANNA
10.03 AC.
O.R. 19462. PG. A-11

BRICK MOLDING CO.
13.555 AC.
O.R. 21232. PG. B-16

THE CLAYCRAFT COMPANY
FOURTH TRACT
D.B. 804. PG. 549
D.B. 1454. PG. 144

LEGEND

AL-Area Light
LP-Light Pole
SP-Surface Pole
C.L.-Chain Link
FH-Fire Hydrant
WV-Water Valve
M-Monitor
ST-Storm
GLM-Gas Line Marker

BASIS OF BEARINGS: The reference meridian for the attached plot is based upon the dead bearing for the easterly line of the 10.03 acre tract (i.e. S 86°18'24"E).

We Herby Declare that the foregoing plot was prepared from an actual survey of the premises, that to the best of our knowledge, information and belief, correctly shows the location of the boundaries. Only those easements, lic or quasi public utilities or structures, and improvements, that may be shown hereon, are informational only, and may not be considered a complete treatment of the subject.

25 100 75 50 25 0 125 250
GRAPHIC SCALE: 1"=125'
MONUMENT FOUND IN F1/SET10-S1: 1P-IRON PIPE/IN: RE-
REBAR: RS-RAILROAD SPIKE: PS-PONY SPK & PK-PR NAIL
1PS-1"O.D. x 30"CAP INSCRIBED "C. TURNER/RLS 6702"
© 1995 TERRA SURVEYING SERVICES CO



By: *Carl E. Turner, Jr.*
CARL E. TURNER, JR.
REGISTERED LAND SURVEYOR NO. S-6702
NOT AN AUTHORIZED DOCUMENT UNLESS
SURVEYOR'S SEAL APPEARS IN RED INK.

EXHIBIT A

EXHIBIT "B"

Estimated* cost of the vehicle maintenance facility:	\$ 1,680,000.00
4.699 acres deeded to School District by City: (Appraised value at \$40,000.00 per acre.)	<u>187,960.00</u>
TOTAL COST OF FACILITY:	\$ 1,867,960.00
A. City Share (50% of cost)	\$ 933,980.00
Less Value of the Land	<u><187,960.00></u>
Estimated Payment to Board:	\$ 746,020.00
B. Board Share (50% of cost)	\$ 933,980.00
Cost of Driver/Administrative Facility	<u>192,000.00</u>
Total Board Share:	\$ 1,125,980.00
C. Total Construction Cost:	\$ 1,872,000.00

*All figures, except the appraised value of the land, are estimated. This public works project will be competitively bid.



ORDINANCE NO. 27-96

Page 1 of 9
Passed: 2/20/96
Effective: 2/21/96

TO AUTHORIZE THE MAYOR TO ENTER INTO AGREEMENT WITH GAHANNA-JEFFERSON CITY SCHOOL DISTRICT BOARD OF EDUCATION TO BUILD AND OPERATE A VEHICLE MAINTENANCE FACILITY AND FUELING STATION; AND TO DECLARE AN EMERGENCY

WHEREAS, after careful study and review, it has been recommended to this Council that the City enter into Agreement with the Gahanna-Jefferson City School District Board of Education for maintenance and fueling provisions; and

WHEREAS, since this Agreement will result in savings of tax dollars for both the City and school, it is desirable and prudent to proceed immediately to effect this Agreement, all for the preservation of the public peace, health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into Agreement with Gahanna-Jefferson City School District Board of Education for the purpose of building and operating a vehicle maintenance facility and fueling station at the former Ecol site, said Agreement attached to this ordinance as EXHIBIT A and made a part herein.

Section 2. That, for the reasons set forth in the preamble hereinabove, this ordinance is declared emergency legislation and shall be in full force and effect immediately upon passage by this Council and approval by the Mayor.

CERTIFIED as passed, this 20th day of February, 1996.

DEBRA A. PAYNE
President of Council

ATTESTED TO AND PRESENTED TO the Mayor,
this 20th day of February, 1996:

PEG CUNNINGHAM, CMC
Clerk of Council

APPROVED by the Mayor, this 21st day of February, 1996.

JAMES F. MCGREGOR, Mayor

Recommended and Requested by
Director of Public Service.
Form Approved: City Attorney.
Prepared: Clerk of Council.