

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

June 7, 2012

Special Meeting @ 5:00 p.m.

Administration Building

I. CALL TO ORDER – Claudia Hower

II. ROLL CALL

- A. Dana Appel
- B. Claudia Hower
- C. Tom Kelley
- D. Diana Sabitsch
- E. George Seifert

III. TREASURER'S AGENDA

A. Sale of Richfield Property

The Treasurer recommends that the Board of Education approve the sale of the Richfield property located at 4315 Streetsboro Road as detailed in **Attachment T-1** and **Attachment T-2**.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Contract for Paving Services – Perrin Asphalt

The Treasurer recommends that whereas the Board of Education on February 21, 2012 authorized the architectural firm of GPD to develop and design specifications including bid packages and further authorized the subsequent issuance of bids for paving services, be it hereby resolved that the contract be awarded to Perrin Asphalt as the most responsible and responsive bidder and be it further resolved that this project be paid for from the Permanent Improvement Fund. See **Attachment T-3**.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

IV. SUPERINTENDENT'S AGENDA

A. Arbitration Settlement – Revere Education Association (REA)

It is recommended that the Board of Education enter into a settlement agreement and associated attached terms and conditions with the REA. This agreement is subject to prior approval by the Revere Education Association membership. See **Attachment T-4**.

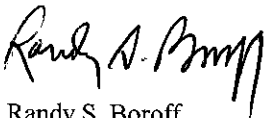
Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

V. EXECUTIVE SESSION

- A. Personnel: To consider the employment of a public employee.
- B. Personnel: To consider the compensation of a public employee.
- C. Personnel: To consider the investigation of complaints against a public employee.

VI. ADJOURNMENT

Respectfully Submitted,



Randy S. Boroff
Superintendent

New Document

The Board of Education of the Revere Local School District met in a special session on _____, 2012, commencing at 5:00 p.m., at the Offices of the Board of Education, 3496 Everett Road, Bath, Ohio, with the following members present:

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION NO. 2012-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
 SECOND AMENDMENT TO THE AGREEMENT FOR THE SALE
 OF THE RICHFIELD ELEMENTARY SCHOOL PROPERTY**

WHEREAS, pursuant to Resolution No. 2008-_____, this Board determined that the real property consisting of land and certain improvements known as the Richfield Elementary School property, generally located at 4315 Streetsboro Road, Richfield, Ohio and identified in the records of the Summit County Fiscal Officer as Parcel Identification No. 5001587 (the "Property") exceeded \$10,000 in value and was no longer needed for any school purpose, and further determined to offer the Property for sale at public auction in the manner provided by Section 3313.41 of the Revised Code, subject to the terms and conditions provided in such Resolution; and

WHEREAS, after notice given as required by law, such Property was offered for sale at public auction on May 1, 2008 in the manner provided in Section 3313.41(A) of the Revised Code, but no bids were received for the Property at such auction and the Property was not sold; and

WHEREAS, representatives of this Board subsequently negotiated and presented to this Board for its approval a form of purchase and sale agreement for the Property (the "Agreement"), pursuant to which the Board may sell to the Property to LTC REALTY IV, LLC, a Delaware limited liability company ("Purchaser"), in accordance with Section 3313.41(B) of the Revised Code, on certain terms and conditions; and

WHEREAS, pursuant to Resolution No. 2011-101720, this Board found and determined that it was in the best interest of this School District and its residents to enter into the Agreement and to sell Property to Purchaser, and this Board entered into the Agreement with Purchaser on March 15, 2011; and

WHEREAS, pursuant to Resolution No. 2012-____, this Board entered into an Amendment to Real Estate Purchase Agreement, dated February 21, 2012 (the "First Amendment"), amending the Agreement to grant to Purchaser an extension of time to enable Purchaser to continue its efforts to seek zoning approval for its intended use of the Property pursuant to Section 11.B of the Agreement; and

WHEREAS, although Purchaser has proceeded diligently to obtain zoning approval for its intended use of the Property, Purchaser has not been successful in obtaining such approval; and

WHEREAS, Purchaser has notified representatives of this Board that Purchaser is willing to proceed to complete the purchase of the Property upon revised terms of sale, including without limitation: (i) Purchaser's agreement to pay a total cash purchase price (including all prior earnest money deposits made by Purchaser) of \$100,000.00, payable at closing; (ii) Purchaser's agreement to close on or before June 29, 2012; and (iii) Purchaser's agreement, promptly following closing, to apply for and thereafter diligently pursue all necessary approvals and permits to demolish the existing 2.5-story, 33,000 square foot brick structure located on the Property and thereafter demolish such structure within ninety (90) days following receipt of such approvals and permits, in accordance with all applicable laws, ordinances and regulations of all governmental authorities having authority over same; and

WHEREAS, this Board finds and determines that it is appropriate and in the best interest of the School District and its residents to enter into a second amendment of the Agreement, as amended by the First Amendment, providing for the revised terms of sale proposed by Purchaser as described in the preceding paragraph;

NOW THEREFORE, BE IT RESOLVED by the Board of Education of the Revere Local School District, Summit County, Ohio, that:

Section 1. Approval of Second Amendment to the Agreement. The President and Treasurer of this Board are hereby authorized to sign, acknowledge and deliver, in the name of and on behalf of the School District, a Second Amendment to Real Estate Purchase Agreement ("Second Amendment") between the School District and Purchaser. The Second Amendment shall be substantially in the form now on file with the Treasurer, with such changes thereto that are not materially inconsistent with this Resolution and not substantially adverse to the School District and that are permitted by law and shall be approved by the President and Treasurer of this Board. The approval of such changes, and that such changes are not materially inconsistent with this Resolution and not substantially adverse to the School District, shall be conclusively evidenced by the signing of the Second Amendment by those officials.

Section 2. Approval and Execution of Related Documents. The President and Treasurer of this Board are each authorized and directed to sign any quitclaim deed, certificates or documents, and to take such other actions as are desirable, advisable, necessary or appropriate, to consummate the transactions contemplated by this Resolution and the Agreement as amended by the First Amendment and the Second Amendment.

Section 3. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held, in meetings in compliance with the law.

Section 5. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

TREASURER'S CERTIFICATION

The above is a true and correct extract from the minutes of the special meeting of the Board of Education of the Revere Local School District, Ohio, held on June ____, 2012, commencing at 6:30 p.m., in the Library at Revere High School, 3420 Everett Road, Bath, Ohio, showing the adoption of the Resolution hereinabove set forth.

Written notice of the time and place of that special meeting was served personally upon, or actually received by, each Board member at least two days in advance of such meeting; and notice of the time, place and purposes of that special meeting was, at least twenty-four (24) hours in advance of the time of such meeting, given to and received by all news media that had theretofore requested notification of such special meetings pursuant to Section 121.22 of the Revised Code and the procedures established by the Board for that purpose.

Dated: June ____, 2012

Treasurer, Board of Education
Revere Local School District, Ohio

New Document

**SECOND AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT ("Second Amendment") is made and entered into this ____ day of June, 2012 by and between THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT ("Seller") and LTC REALTY IV, LLC, a Delaware limited liability company ("Purchaser").

Recitals:

WHEREAS, Seller and Purchaser entered into that certain Real Estate Purchase Agreement dated March 15, 2011 (the "Original Purchase Agreement") for the purchase and sale of the Property located at 4315 Streetsboro Road, Richfield, Ohio; and

WHEREAS, Seller and Purchaser subsequently amended the Original Purchase Agreement pursuant to that certain Amendment to Purchase Agreement dated February 21, 2012 (the "First Amendment") (the Original Purchase Agreement, as amended by the First Amendment, the "Purchase Agreement"), among other things, to the extend certain conditions precedent to closing; and

WHEREAS, Seller and Purchaser desire to further amend the Purchase Agreement, among other things, to (i) modify the Purchase Price, (ii) confirm Purchaser's release and waiver of the remaining conditions to Closing, and (iii) evidence certain post-Closing obligations of Purchaser, all as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase Price Adjustment. The Purchase Price, as defined in Section 2 of the Purchase Agreement, is hereby amended to One Hundred Thousand Dollars (\$100,000.00). Seller and Purchaser acknowledge that Purchaser has previously deposited with the Escrow Agent the aggregate sum of Thirty Thousand Dollars (\$30,000.00), with the balance of Seventy Thousand Dollars (\$70,000.00), subject to adjustment as provided in the Purchase Agreement, due at Closing.

2. Waiver of Conditions Precedent to Closing. Purchaser hereby waives all remaining conditions precedent to Closing as described in Section 11 of the Purchase Agreement.

3. Closing Date. Seller and Purchaser hereby agree that the Closing Date shall occur on or before **June 29, 2012**, unless otherwise agreed in writing by the parties.

4. Post-Closing Obligations of Purchaser. Promptly following Closing, Purchaser shall apply for and thereafter diligently pursue all necessary approvals and permits to demolish

the existing 2.5-story, 33,000 SF brick structure located on the Property and thereafter demolish such structure within ninety (90) days following receipt of such approvals and permits, in accordance with all applicable laws, ordinances and regulations of all governmental authorities having authority over same. Purchaser's obligations under this Section 4 shall survive Closing and be continuing thereafter.

5. Definitions. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Survival. Except as otherwise set forth in this Second Amendment, the Purchase Agreement shall remain in full force and effect as written.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Second Amendment as of the date first set forth hereinabove.

Seller:

THE BOARD OF EDUCATION OF
THE REVERE LOCAL SCHOOL DISTRICT

By: _____

Print: _____

Title: President

By: _____

Print: _____

Title: Treasurer

Purchaser:

LTC REALTY IV, LLC,
a Delaware limited liability company

By: _____

Print: _____

Title: _____

New Document

PAVEMENT REHABILITATION AND IMPROVEMENTS
Revere Local School District
BID TABULATIONS

Bid Opening: May 31, 2012 @ 12:00 p.m.

Bidder	Location	Addendum #1	Allowances	Insurance Req.	Bid Bond	Exhibit A	Bidder Info	Site Work Contract: Single Prime (All Trades) Contract	Unit Prices					Comments
									Unit Price No. 1: Silt Fencing (per L.F.)	Unit Price No. 2: Bulk Excavation - Unsuitable Soils (per c.y.)	Unit Price No. 3: Stone - ODT #304 (per ton)	Unit Price No. 4: Stone - #1's and #2's (per ton)	Unit Price No. 5: Engineered Fill (per ton)	
	TOTAL BIDS:							5						
1	Perrin Asphalt Company						X X X	\$ 976,650.00	\$ 5.00	\$ 35.00	\$ 30.00	\$ 35.00	\$ 25.00	deduct \$150,000 for single-pass asphalt recycling
2	Specialized Construction, Inc.						X X X	\$ 1,280,526.00	\$ 1.75	\$ 28.00	\$ 45.00	\$ 50.00	\$ 25.00	
3	Karvo Paving Company						X X X	\$ 1,142,530.00	\$ 2.50	\$ 20.00	\$ 50.00	\$ 65.00	\$ 150.00	
4	North Coast Paving						X X X	\$ 1,085,915.00	\$ 3.00	\$ 25.00	\$ 25.00	\$ 30.00	\$ 15.00	
5	Barbicas Construction Co., Inc.						X X X	\$ 1,138,175.00	\$ 3.00	\$ 30.00	\$ 25.00	\$ 35.00	\$ 25.00	
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12														
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Bid Averages
Bid Estimate

\$ 1,124,759.20
\$ 1,431,000.00

\$ 976,650.00 Low Base Bid

Site Work