



OHIO FACILITIES CONSTRUCTION COMMISSION

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March 11, 2014 *Via E-Mail*

Superintendent David Dunn  
[ddunn@nortonschools.org](mailto:ddunn@nortonschools.org)  
Norton City School District  
2128 Cleveland Massillon Road  
Norton, Ohio 44203

RE: Project Agreement - Segmenting

Dear Superintendent:

On behalf of the Ohio School Facilities Commission ("Commission"), I am pleased to be providing to you your School District's Project Agreement to be approved by your Board of Education. The Project Agreement is required by ORC Section 3318.08, in order to proceed with the release of State funding for your project. You will find enclosed with this letter your agreement for your treasurer's and board president's signature.

The Commission has taken the liberty of filling in Section III (local share) and Section IV (maintenance requirement), per your executed Project Agreement Funding Checklist (copy attached). We strongly recommend that you confirm the funding sections with your bond counsel before signing the agreement.

Upon completion of your approval of the Project Agreement, please submit two signed Project Agreements, along with any additional required documentation, to the Commission **to the attention of Janice Parker, Senior Planning Coordinator**. Upon the Commission's execution, a fully executed agreement will be returned to you for your records.

We look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard M. Hickman', written over a horizontal line.

Richard M. Hickman  
Executive Director

/jsp

pc: Stephanie Hagenbush, [shangenbush@nortonschools.org](mailto:shangenbush@nortonschools.org)  
Richard Manoloff, [richard.manoloff@squiresanders.com](mailto:richard.manoloff@squiresanders.com)  
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## CLASSROOM FACILITIES ASSISTANCE PROGRAM

### PROJECT AGREEMENT for SEGMENT ONE

This Project Agreement ("Agreement") is made and entered into by and between the *Ohio School Facilities Commission* ("Commission") and the Board of Education of the *Norton City School District, Summit County*, ("School District Board"), pursuant to Ohio Revised Code ("ORC") Section 3318.08.

**WHEREAS**, the Commission, created pursuant to ORC Section 3318.30, is an independent agency of the state within the Ohio Facilities Construction Commission ("OFCC), is a body corporate and politic, an agency of state government and an instrumentality of the State of Ohio ("State"), performing essential government functions of the State; and

**WHEREAS**, the School District Board is acting as an agency of state government, performing essential functions of government pursuant to ORC Chapter 3318; and

**WHEREAS**, the School District Board desires to participate in the Commission's Classroom Facilities Assistance Program (CFAP) and to segment its CFAP Project pursuant to ORC Section 3318.034; and

**WHEREAS**, the School District Board and the Commission have approved a Segment One Facilities Plan describing the classroom facilities needs of a discrete portion of the student population for Segment One of the School District, and the total budget for the Project; and

**WHEREAS**, the School District Board hereby concurs with, and approves the use of, the findings outlined in the final "Facilities Assessment Report" dated *November, 2001*, including any revisions and/or updates that have been incorporated into the final Facilities Plan approved by the School District Board as of *October, 2008*. The School District Board and Commission understand that the use of the Facilities Assessment Report is for the purpose of developing an estimated project budget and scope and that the potential for undocumented conditions that could increase the final cost of the project exists; and

**WHEREAS**, the School District Board hereby concurs with and approves the use of the Enrollment Report dated *April 16, 2013*. The School District Board and the Commission acknowledge that actual enrollment status will be reviewed annually; and

**WHEREAS**, the School District Board and the Commission acknowledge that the scope and the budget of subsequent segment(s) will reflect updated enrollment, updated construction costs and updated assessment of existing facilities conditions and cost of renovation; and

**WHEREAS**, the School District Board acknowledges in accordance with ORC Section 3318.03(C), that for renovation projects, the project fund may not be used for expenditures in excess of one hundred percent of the estimated cost of acquiring a new facility; and.

**WHEREAS**, the School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder; and

**WHEREAS**, the County Board of Elections has certified the results of the School District Board's election held on *November 5, 2013*;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the School District Board and the Commission agree to cooperate in the design, construction and closeout described herein and as follows.

## I. SCOPE OF THE PROJECT

- A. The parties agree that the Segment One Facilities Plan of the Project for purposes of this Agreement shall be described as follows:

***Build one new high school to house grades 9 thru 12 & Career Tech; allowance to abate and demolish Cornerstone and Grill elementary schools.***

- B. The School District Board and the Commission agree that the Project shall, where applicable, comply with the Ohio School Design Manual ("Design Manual") and Commission policies, unless a variance is approved by the Commission.
- C. The total budget for Segment One is ***Thirty Two Million Sixty Eight Thousand Two Hundred Sixty One Dollars (\$32,068,261)***. The State's share of the total Project budget shall be ***Sixteen Million Three Hundred Fifty Four Thousand Eight Hundred Thirteen Dollars (\$16,354,813)***. The School District Board's local share of the total Project budget shall be ***Fifteen Million Seven Hundred Thirteen Thousand Four Hundred Forty Eight Dollars (\$15,713,448)***, and funded as set forth in Article III of this Agreement.
- D. ***Locally Funded Initiatives ("LFI")***: The School District Board's Project Agreement LFI is ***Zero Dollars (\$-0-)*** for which the School District Board is responsible in its entirety. The LFI listed in this section constitutes a "required locally funded definition" for debt purposes per ORC Section 133.06 (I). Other LFI's not specifically referenced in this Agreement may be addressed through the process described in Section VII of this Agreement.
- E. ***Allowances***. Any allowance provided in the total budget indicated in Paragraph C above is set forth below. Unless otherwise approved by the Commission, the State share of any unused portion of an allowance shall be withheld by, or returned to, the Commission upon completion of the Project.
1. ***Optional Demolition Allowance***. An allowance is provided in the budget for optional demolition. The amount of this allowance is ***One Million One Hundred Thousand Seven Hundred Nineteen Dollars (\$1,100,719)*** of which ***Seven Hundred Ninety Five Thousand Two Hundred Five Dollars (\$795,205)*** is for hazardous material removal.
  2. ***Swing Space Allowance***. No additional allowance has been provided for swing space.
  3. ***Site Access Safety Allowance***: An allowance is provided in the budget for site access safety improvements. The amount of this allowance is ***Three Hundred Thousand Dollars (\$300,000)***.
  4. ***Other Allowance***. No other allowance has been provided.
  5. ***Abandoned Facilities***. Whenever a Classroom Facility is to be abandoned according to the Facilities Plan for the Project, the School District Board may select one of the following options for the disposition of the abandoned real property, 1) use the facility for a non-educational purpose; 2) transfer or sell the facility pursuant to the requirements of ORC Section 3313.41, or 3) demolish all or part of the facility. Other uses may be approved by the Commission. The School District Board shall comply with ORC Section 3313.41, throughout the Project and shall notify the Department of Education and the Ohio Community School Association when the School District Board plans to dispose of facilities by sale under ORC Section 3313.41. The School District Board's representation of continued compliance with ORC Section 3313.41, shall be evidenced by the School District Board's approval of the quarterly draw request.
- F. ***School District Board Due Diligence for Proposed Sites***. Prior to commencement of the design of a facility, the School District Board shall provide a description of the site selected for a facility for the Commission's review in accordance with ORC Section 3318.08, and Commission policies. In the event of an unforeseen condition requiring environmental remediation of the site, the School District Board shall be solely responsible for the costs.
- G. ***LEED***. The School District acknowledges the incorporation of the LEED for schools Silver Certification Standard into the relevant school construction. The budget for new construction includes funds for LEED.
- H. ***Future Segment***. In the event the School District Board desires to proceed to an additional segment of the Project after completion of Segment One of the Project, the School District Board shall make application to the Commission for funding for such future segment. Any future segment, after Segment One of the Project, if undertaken by the School District Board, is subject to the availability of state funding and will be agreed to through a subsequent Agreement. Any future segment will utilize the same respective state and local shares and other provisions as set forth in this Agreement. Assistance for any subsequent segment shall not include any additional work on a building included in a prior segment unless the district demonstrates to the satisfaction of the Commission that the district has experienced since the completion of the prior segment an exceptional increase in enrollment in the grade levels housed in that building.

## II. OWNERSHIP OF THE PROJECT

- A. Ownership of the Project during the period of design and construction, through execution by the School District Board and the Commission of a Certificate of Completion of the Project Agreement, shall be shared between the School District Board and Commission according to their respective contributions.
- B. Upon completion of the construction of Segment One of the Project, the Commission's direct interest and participation in Segment One of the Project is concluded. The Commission's interest is considered transferred to the School District Board. The School District Board shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with Segment One of the Project.
- C. The School District Board shall not use any of the classroom facilities constructed pursuant to this Agreement for any purpose other than for a public educational purpose.

## III. SCHOOL DISTRICT BOARD SHARE OF BASIC PROJECT COST

- A. The Commission shall require, as a condition precedent to execution of this Agreement and release of state funds, a certification by the School District Treasurer that the local share amounts listed in Section III (A)(2), (3) and (4) (a) or (b) below are fully deposited in the Project Construction Fund. The Commission reserves the right to audit the Fund or any expenditure related to the Fund or Segment One of the Project.

### 1. CFAP Bonds or Notes with Language per ORC Chapter 3318

- a. The School District Board agrees to sell bonds or notes in an amount not less than *Zero Dollars (\$-0-)* in an amount established pursuant to ORC Section 3318.05(A). Such bonds shall be issued in accordance with ORC Sections 3318.05, 3318.06 (or 3318.062) and 3318.08 (A) and these sections shall govern any additional sale of bonds or notes sold by the School District Board for the Project. All such bonds and notes shall be issued in accordance with the provisions of ORC Chapter 133 and such bonds or notes may be renewed as provided in ORC Section 133.22.
- b. The proceeds of any such bonds or notes, except any premium, accrued interest and interest included in the amount of the bonds or notes, shall be used first to retire any bond anticipation notes issued by the School District Board for Segment One of the Project.
- c. Within 30 days after the sale of bonds or notes issued pursuant to Article III (A)(1)(a), the School District Board shall deposit into the Project Construction Fund *Zero Dollars (\$-0-)* from the proceeds of the sale of bonds or notes, as specified above.

### 2. Property Tax/Income Tax Levy

- a. The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of *Zero Dollars (\$-0-)* from the proceeds of bonds leveraged by a property tax levy or income tax levy, or a combination of both as authorized by ORC Section 3318.052.

### 3. Local Donated Contributions

- b. ***Federal Grant Moneys:*** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of *Zero Dollars (\$-0-)* in federal grant moneys received by the School District Board which can be applied to the Project cost.
- c. ***Moneys Donated or Granted; Letters of Credit; Cash on Hand; Non 3318 Bond:*** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of *Fifteen Million Seven Hundred Thirteen Thousand Four Hundred Forty Eight Dollars (\$15,713,448)* in local donated contributions as authorized by ORC Section 3318.084, (A)(1). For purposes of this paragraph, a "local donated contribution" is any resource described in ORC Section 3318.084 (C)(1) or (C)(2), but does not include direct spending by a third party source, as defined in ORC Section 3318.084 (C)(3).
- d. ***Local Contribution Spent Directly By A Third Party Source.*** Any moneys spent directly by a source other than the School District Board or the State for work that is part of the Segment One Facilities Plan may be counted as a local donated contribution pursuant to ORC Section 3318.084 (C)(3). In such cases, the School District Board, the Commission, and the entity providing the local donated contribution must enter into a separate agreement in compliance with ORC Section 3318.084 (C)(3), to identify the classroom facilities to be constructed or renovated and the maximum amount of credit to be allowed for those expenditures. In any case where the School District Board's local share is effectively reduced by a local contribution spent by a third party source, the parties agree to amend this Agreement to reflect any reduction in the amount of the local share amount in the Project Construction Fund.

#### 4. Credit

- a. The School District Board has completed a project under the Expedited Local Partnership Program ("ELPP") and has signed a certificate of completion with the Commission for the project in the sum of **Zero Dollars (\$-0-)**. Pursuant to ORC Section 3318.36(E)(1), this amount shall be deducted from the local share of the new basic project cost in Section I.C. above. If the ELPP credit amount is less than the amount in Section I.C., the School District Board shall provide the difference through one or more of the methods described in III.A.1 to III.A.3 above. If the ELPP credit amount is greater than the amount in Section I.C., the Commission may grant to the School District Board the difference.
- b. The School District Board has made expenditures on a project under ELPP under ORC Section 3318.36(D)(1), but has not yet signed a certificate of completion. It is estimated that the amount of the ELPP project, when completed, will be **Zero Dollars (\$-0-)**. After the signing of the Certificate of Completion by the School District Board, the School District Board and Commission shall enter into a Project Agreement Amendment which will indicate the revised amounts. The School District Board shall increase or decrease its local share deposited in the Project Construction Fund to reflect any changes made by the Project Agreement Amendment to the amount shown above.

#### IV. MAINTENANCE OF COMPLETED FACILITIES

##### A. *Maintenance Fund.*

1. Unless the School District Board has otherwise satisfied the maintenance fund requirements in a prior segment or has elected to prorate its full maintenance amount pursuant to ORC Section 3318.034, the School District Board shall levy an additional tax as required by law for each dollar of valuation for the maintenance of Segment One of the Project, pursuant to, and in accordance with the requirements of ORC Sections 3318.05 (B), 3318.06 (A)(2)(a) and (A)(3) and 3318.17.
2. In the alternative, the School District Board may elect, pursuant to ORC Sections 3318.05 (C) and 3318.06 (A)(2)(b), to satisfy its local maintenance requirement by earmarking from the proceeds of an existing permanent improvement tax levied under ORC Section 5705.21, an amount equivalent to the amount of the additional tax described in Section IV (A)(1) above (*Exhibit A – Resolution Authorizing the School District Board to Earmark Dollars to the Maintenance Fund (Fund 034) attached*).
3. In the alternative, the School District Board may elect to satisfy its local maintenance requirement by applying the proceeds of a property tax or the proceeds of an income tax, or a combination thereof, pursuant to ORC Section 3318.052.
4. In the alternative, the School District Board may, pursuant to ORC Section 3318.061, extend a previously approved tax of one-half mill for each dollar of valuation levied as a condition of participating in a previous state school building assistance program by a number of years so that one-half mill will be collected for at least twenty-three years from the completion of this Agreement.
5. Pursuant to ORC Section 3318.084, the School District Board may apply any local donated contribution as an offset of all or part of a district's obligation to levy the tax described in Section IV (A)(1) above. The School District Board shall deposit in the maintenance fund any local donated contribution to serve as an offset of all or a portion of the amount that the Commission, in consultation with the Department of Taxation, determines is likely to be generated by a tax of one-half mill for each dollar of valuation over a period of twenty-three years. In the event that School District Board chooses this option, the Commission, at the end of the twenty-three year period, shall recalculate the amount that would have been generated by the tax described in ORC Section 3318.05, if it had been levied at one-half mill. If the actual amount generated over that period is less than the amount that would have been raised by a one-half mill tax, the School District Board shall pay into the maintenance fund the difference, pursuant to ORC Section 3318.084 (B).
6. Pursuant to ORC Sections 3318.08(E) and 3318.084(D)(2), the Commission may approve a stipulation by the School District Board that the Treasurer will have deposited the full amount of the maintenance fund requirement from local donated contributions by the anticipated completion date of the Project according to a schedule for deposit of such money approved by the Commission.
7. Pursuant to ORC Section 3318.051, the School District Board may transfer district funds from existing sources into the Maintenance Fund. The School District Board must submit a letter and board resolution and must obtain from the Commission a Letter of Approval for this option. The School District Board is required to deposit the required maintenance amount annually into the fund for a period of twenty-three years and comply with provisions of ORC Section 3318.051, including submission of annual certification of transfers to the Commission and Auditor of State. If this option is selected, the letter shall be attached to this Agreement as an Appendix.

8. Pursuant to ORC Section 3318.034, the School District Board may elect to prorate its maintenance requirement consistent with the provisions of that section.
  9. Unless the School District Board has otherwise satisfied the maintenance fund requirements in a prior segment, the option elected by the School District Board is #7 as more fully described above. *If option #2, #3, #5, #6 and/or #7 are elected, the School District Board shall list the exact dollar amounts and year of deposit which shall be attached to this Agreement as an Appendix.*
  10. In the event that the School District Board elects to satisfy the maintenance fund requirement through Option #2, #3, #4, #5, #6 or #7, the Commission will require, as a condition precedent to execution of this Agreement, certification from the School District Treasurer of the amounts deposited in the maintenance fund, or the earmarked annual revenue collection that will be deposited in the maintenance fund.
- B. **Maintenance Plan.** The School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each completed facility according to procedures specified by the Commission. The School District Board acknowledges that 1) allowable uses for the maintenance fund shall be the maintenance and repair of the completed facilities, periodic repairs, and the replacement of facility components; 2) that routine janitorial and utility costs, equipment supplies, maintenance staff salaries and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; 3) a provision for annual reporting to the School District Board of the maintenance of the facilities; and 4) that the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit. The Commission pre-approves the use of the maintenance fund to support the training of the School District's building operator and maintenance staff via the Ohio Public Facilities Managers Association's Building Operator Certification Program or an approved equal. The School District Board hereby agrees to train one or more of its staff prior to the completion and occupancy of its facilities.
- C. **Utility Reporting.** The School District shall report to the Commission, in a manner prescribed by the Commission, the utility consumption data of each of its facilities for a period of not less than 5 years following occupancy.
- D. **Use of Half Mill Maintenance Levy Proceeds for Improvements.** ORC Section 3318.053, permits a School District Board to use proceeds from the one-half mill maintenance tax described in ORC Sections 3318.05 (B) and (C) for infrastructure improvements on and leading to the project sites that are not included in the total project budget. The School District Board may only use these proceeds during the three-year period following the execution of this Agreement. If the School District Board intends to use the proceeds of one-half mill tax in this manner, it shall include that fact as part of the purpose of the levy in the ballot language proposing it.

## V. STATE SHARE OF PROJECT COST

- A. The Commission shall cause the moneys for the State's share of Segment One of the Project cost, or the applicable portion thereof, to be transferred to the Project Construction Fund from moneys appropriated by the General Assembly and encumbered for such purpose, from time to time, as may be necessary to pay obligations incurred pursuant to the terms of this Agreement. Such deposit will be pursuant to complete and accurate quarterly draw requests, executed by the School District Treasurer and approved by the Commission. Breach or material non-compliance of this Agreement on the part of the School District Board, after opportunity to cure, may obviate any Commission obligations with respect to the deposit of funds.
- B. The School District Board and State funds shall be spent concurrently throughout the life of the project in amounts proportional to the State and School District Board's share of the project cost.
- C. The amount of state appropriations to be encumbered for Segment One of the Project in each fiscal biennium shall be determined by the Commission based on Segment One of the Project's estimated construction schedule for that biennium. In each fiscal biennium subsequent to the first biennium in which state appropriations are encumbered for Segment One of the Project, Segment One of the Project has priority for state funds over Segment One of the projects for which initial State funding is sought.

## VI. THE PROJECT CONSTRUCTION FUND

- A. The School District Board acknowledges that proper management of the Project Construction Fund (“Fund”) is an essential requirement of Segment One of the Project. The School District Board shall identify and describe any fund or account, other than the Project Construction Fund, that is related to the Project. Furthermore, the School District Board shall comply with the Uniform School Accounting System (USAS) as prescribed by the Ohio Auditor of State and any relevant technical bulletins. The School District Board shall establish escrow accounts required by law for retainage on trade contracts. The School District Board shall also utilize the Ohio Administrative Knowledge System-Capital Improvements (OAKS-CI) to track project contracts and expenditures upon availability for K thru 12 construction projects.
- B. All investment earnings of the Fund shall be credited to the Fund. The School District Board shall maintain a separate account of the investment earnings attributable to the respective contributions to the Fund by the School District Board and the Commission. The School District Board shall report accurate interest earnings to the Commission on the quarterly draw request.
- C. The School District Board shall disburse moneys from the Fund, including investment earnings credited to the Fund, upon approval by the Commission, which shall be evidenced by the consent of the Commission’s Designee. All vouchers must be approved by the School District Board or designee, and by the Commission’s Designee prior to any payment by the School District Board. The School District Board Treasurer shall work with the Commission’s Designee to review and reconcile the fund transactions and balances with records maintained by the Commission’s Designee on a monthly basis. Said reconciliation, signed by both the School District Treasurer and Commission’s Designee, shall be submitted to the Commission on a monthly basis.
- D. Transactions involving the Fund shall be restricted to: 1) payments for professional design, Construction Manager or other administration services, 2) payments to contractors who have performed work on Segment One of the Project, 3) purchases related to Segment One of the Project, and 4) any transactions authorized necessary or appropriate for establishing and administering investment accounts. Limited expenditures made by a School District Board for Segment One of the Project prior to execution of a Project Agreement may be approved for reimbursement, subject to all approvals required for other transactions involving the Fund. No Fund moneys or interest thereon shall be spent for any items inconsistent with the provisions of the Design Manual and Commission policies, unless a variance is approved by the Commission.
- E. The School District Board shall not transfer or pursue any other transaction to remove moneys from the Fund to any other fund or account except as permitted by this Agreement or with the written approval of the Commission.
- F. The School District Board may, in accordance with ORC Section 3318.12 (B)(2) and by a duly adopted resolution, choose to use all or part of the investment earnings of the School District’s Project Construction Fund that are attributable to the School District’s contribution to the fund to pay the cost of classroom facilities or portions or components of classroom facilities that are not included in the School District’s basic project cost but that are related to the School District’s Project. However, if the School District Board chooses to use any or all of the investment earnings in this manner, and, subsequently, the cost of the project exceeds the amount in the project construction fund, the School District Board shall restore to the Project Construction Fund the full amount of the investment earnings used under ORC Section 3318.12 (B)(2) before any additional state moneys shall be released for the Project.
- G. The School District Board shall provide a full accounting of the Fund, upon request of the Commission. The School District Board shall provide the Commission a copy of any audit report received from the Auditor of State immediately upon receipt. The report may be provided in hard copy or by electronic medium. The Commission reserves the right to audit the Fund, or any expenditure related to the Fund or the Project.
- H. The contingency reserve portion of the construction budget shall be used only to pay costs resulting from unforeseen job conditions, to comply with rulings regarding building and other codes, to pay costs related to design clarifications or corrections to contract documents, and to pay the cost of settlements and judgments related to the Project, unless otherwise approved by the Commission.
- I. If any moneys remain in the Fund after the Project on Segment One has been completed, they shall be disbursed as follows:
  1. At the discretion of the School District Board, any investment earnings remaining in the project construction fund that are attributable to the School District Board’s contribution to the Fund shall be: retained in the project construction fund for future projects; transferred to the School District’s Maintenance Fund and used solely for maintaining the classroom facilities included in the project; or transferred to the School District’s permanent improvement fund.

2. Any investment earnings remaining in the project construction fund that are attributable to the state's contribution to fund shall be returned to the Commission for expenditure pursuant to ORC Sections 3318.01 to 3318.20 or ORC Sections 3318.40 to 3318.45.
  3. Any other surplus remaining in the project construction fund after Segment One of the project has been completed shall be returned to the Commission and the School District Board in proportion to their respective contributions to the fund, upon execution of the certificate of completion. Pursuant to ORC Sections 3318.12 & 3318.48, the Commission may of its own accord, unilaterally issue a Closeout Certification and refer the matter to the Auditor of State and Ohio Attorney General for collection.
- J. Pursuant to ORC Sections 3318.083 and 3318.12, if the Fund, including all investment earnings credited to the Fund, and any interest earned through completion of Segment One of the Project, becomes depleted by payments of proper Project costs, the School District Board and the Commission shall complete Segment One of the Project, with each contributing additional moneys in proportion to their respective original contributions to the Fund, provided there are appropriated moneys available to the School District Board and the Commission and the Controlling Board approves the use of those moneys for completion of Segment One of the Project. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for Segment One of the Project, pursuant to Rule 3318-05-04. The Commission will not share proportionally in the cost of any renovation project that exceeds the total amount of cost that would have been budgeted for new construction. Any interest earnings transferred from the School District's project construction fund as authorized in ORC Section 3318.12 (B)(2), shall be restored to the project construction fund, in the full amount of the investment earnings used. In addition, no additional State contribution to the Fund shall be made unless the School District Board's pro-rata share of the increase is deposited into the Fund.
- K. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project in situations where the student enrollment declines to such an extent that additional classroom facilities are not necessary to house the total student population at the time the Project is complete. The School District Board and the Commission agree that time is of the essence with respect to any changes in the Segment One Facilities Plan and that all decisions regarding changes shall be expedited. The School District Board's actual enrollment status will be monitored annually and enrollment report updates may be requested by the Commission which may result in revisions to the Facilities Plan.
- L. If a School District Board receives any monies, credits, grants or other type of reimbursement of any kind as a result of an expenditure from the project account, such monies, credits, grants or other type of reimbursement of any kind shall be credited to the project fund account, without regard to the proportional contributions of the parties.

**VII. LOCALLY FUNDED INITIATIVES ("LFI"):**

- A. The School District Board may elect to add to the scope of any Project and separately fund a scope of work, a LFI, which involves improvements to all or part of the Project funded through the Commission. The School District Board may request the Commission to approve the incorporation of the design and construction of the LFI into the overall Project.
- B. Whenever a LFI will be purchased through contracts that are subject to the Commission's approval, a Memorandum of Understanding (MOU) will be executed by the School District and the Commission, setting forth specific terms and conditions. A separate MOU should be executed for each building.
- C. If the School District Board elects to utilize the Project Delivery Team jointly selected for the Commission funded Project, the fees for services shall not be less than the co-funded project fee percentages in comparison to the construction budgets unless approved by the OFCC.
- D. The School District Board will assume all of the financial responsibility for the LFI and establish a Local Initiative Fund or special cost center in a fund other than Fund 010 to account for the local resources supporting the LFI. The School District Board will deposit the required money prior to certification of availability of funds.
- E. The Commission may designate a material, system or design feature as a LFI when the estimated cost of a project at the completion of a design phase exceeds the approved budget for the project, in situations where an alternative Design Manual compliant material, system or design feature would reduce the amount of the budget overrun.



## VIII. CONTRACT ADMINISTRATION

- A. OFCC serves as the contracting agent for the Commission.
- B. The School District Board and OFCC shall jointly select the appropriate method of project delivery and project team members as permitted by law consistent with OFCC policies.
- C. The Standard Conditions of Contract provided by the OFCC and in effect at the time of the applicable bid advertisement for the Project shall apply to the Project. The Standard Conditions may only be amended by Supplementary Conditions approved by the OFCC. The School District Board, with the approval of the OFCC, shall competitively bid or otherwise award, execute and administer contracts for construction on the Project and all other contracts as necessary, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the OFCC.
- D. The School District Board and OFCC shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of Segment One of the Project. The OFCC may authorize the Executive Director or the Executive Director's designee to take actions necessary for the performance of this Agreement. The School District Board acknowledges the potential that special meetings may be required for timely execution of decisions and agrees to schedule special meetings as necessary.
- E. The OFCC has pre-qualified firms to provide services including, but not limited to, Partnering and Commissioning/Maintenance Planning.. The cost of basic services provided by one of the pre-qualified firms shall be an eligible project cost. The School District Board and OFCC will co-select from the prequalified firms.
- F. The "Encouraging Diversity, Growth, and Equity" (EDGE) business development program created pursuant to ORC Section 123.152, and amplified under the rules promulgated there under in the Ohio Administrative Code is applicable to the project.

## IX. GENERAL PROVISIONS

- A. **Insurance.** The School District Board shall insure the Project for building risk as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and shall maintain that insurance during construction. The cost of such insurance shall be payable from the Fund. The School District Board shall insure the Project for Builders Risk and Professional Liability as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and the School District Board shall maintain such insurance throughout construction. With the approval of the Commission, the School District Board may purchase other insurance policies for benefit of the Project. The cost of the builders' risk and professional liability insurance and other such insurance policies approved by the Commission shall be payable from the Fund.
- B. **Termination.** This Agreement shall be terminated, and the moneys that were encumbered at the time of the Project's conditional approval by the Commission shall be released for other purposes, if the proceeds of the sale of the bonds or notes of the School District Board, or other lawful alternative funding sources are not paid into the Fund, or if bids for initial contracts for the construction of the Project have not been taken within 24 months after the execution of this Agreement, or such later date as may be approved by the Commission. Additionally, this Agreement may be terminated for convenience by either party upon sixty days notice. Upon such notice, the State share of the project construction fund shall be returned to the Commission within thirty days of all termination costs being paid out of the project construction fund.
- C. **Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those defined in ORC Chapter 3318, unless otherwise defined herein or unless another meaning is indicated by the context.
- D. **Entire Agreement.** This Agreement is the entire and integrated Agreement between the School District Board and Commission and supersedes all prior negotiations, representations or agreements, either written or oral.
- E. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- F. **Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party hereto until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by ORC Section 126.07, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.

- G. **Compliance with ORC Section 3313.41.** Continued release of project funds by the Commission shall be conditioned upon the School District Board's compliance with provisions of ORC Section 3313.41, including the section that relates to the School District Board's plans to dispose of any facilities suitable for use as classroom space by sale. Moreover, the School District Board shall comply with ORC Section 3313.41, with regard to any demolition of a facility included in the Project unless excepted under ORC Section 3318.08 (V). The School District Board shall notify the Department of Education and the Ohio Community School Association when the School District Board plans to dispose of facilities by sale under ORC Section 3313.41.
- H. **Successors and Assigns.** The School District Board and Commission, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement.
- I. **Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- J. **Legal Representation.** The School District Board and the Commission understand that each party will bear its own legal costs incurred in the administration of the project and such costs will not be considered an expenditure out of the project construction fund, except as otherwise may be agreed to by the parties.
- K. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- L. **Amendment.** This Agreement may be amended only by an amendment executed by both the School District Board and Commission.
- M. **Effective Date.** This Agreement shall become effective after signature by the Executive Director of the Commission.

*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

**NORTON CITY SCHOOL DISTRICT**  
Summit County

By: \_\_\_\_\_  
President - Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer, Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OHIO SCHOOL FACILITIES COMMISSION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director

Print Name: **Richard M. Hickman**

January 28, 2014

*Via E-Mail*

Superintendent David Dunn  
[ddunn@nortonschools.org](mailto:ddunn@nortonschools.org)  
Norton City School District  
4128 Cleveland Massillon Road  
Norton, Ohio 44203

RE: Maintenance Fund Requirement-Letter of Approval

Dear Superintendent:

On behalf of the Ohio School Facilities Commission ("Commission"), please be advised that we have received your board resolution to utilize ORC Section 3318.051 as the funding source for your School District to meet the maintenance requirement for the Classroom Facilities Assistance Program.

This letter serves as your **Letter of Approval** for your request. Consistent with your resolution, you will be required to annually transfer proceeds equivalent to the prorated share of a 0.5-mill levy from within the ten-mill limitation to the 034 maintenance fund for 23 years. This would be effective immediately upon execution of a project agreement between the Commission and your School District.

If you have any further questions, please feel free to contact us.

Sincerely,



Richard M. Hickman  
Executive Director

/jsp

pc: Stephanie Hagenbus, [shagenbush@nortonschools.org](mailto:shagenbush@nortonschools.org)  
Richard Manoloff, [richard.manoloff@squiresanders.com](mailto:richard.manoloff@squiresanders.com)  
Bill Prenosil, OFCC Planning Administrator  
Finance  
File

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## RESOLUTION AUTHORIZING THE SCHOOL DISTRICT TO EARMARK DOLLARS TO THE MAINTENANCE FUND (FUND 034)

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WHEREAS, the Board of Education of the *Norton City School District, Summit County, Ohio*, met in Regular session on February 24, 2014, and adopted the following Resolution; and

WHEREAS, the District hereby elects to earmark the following dollar amount for the next 23 years in order to satisfy the Maintenance of Completed Facilities as specified in Section IV.A. Maintenance Fund of the attached Project Agreement.

Calendar Year	Amount
2014	\$55,003
2015	\$55,003
2016	\$55,003
2017	\$55,003
2018	\$55,003
2019	\$55,003
2020	\$55,003
2021	\$55,003
2022	\$55,003
2023	\$55,003
2024	\$55,003
2025	\$55,003
2026	\$55,003
2027	\$55,003
2028	\$55,003
2029	\$55,003
2030	\$55,003
2031	\$55,003
2032	\$55,003
2033	\$55,003
2034	\$55,003
2035	\$55,003
2036	\$55,003
<b>TOTAL</b>	<b>\$1,265,067</b>

*This amount represents a pro-rated calculation of the .5 mil maintenance requirements  
(\$141,522 (full maintenance amount) x \$15,713,448 (Segmented Local Share) / \$40,430,559 (Complete Local Share)*

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the *Norton City School District, Summit County, Ohio* that the Resolution, as granted, be hereby accepted in accordance with the specifications outlined in Section IV. Maintenance of Completed Facilities of the attached Project Agreement.

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

Mrs. Jennifer Bennett, President - *Aye*

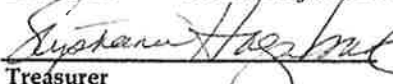
Mr. Pat Santelli, Vice President - *Aye*

Mr. Rob Knight - *Aye*

Mr. Jason Sams - *Aye*

Mrs. Cindy Weibel - *Aye*

The foregoing is a true and correct excerpt from the minutes of the Regular meeting of February 24, 2014, of the Board of Education of the *Norton City School District, Summit County, Ohio* showing the passage of the resolution set forth.

  
Treasurer 2/24/2014  
Date

The Board of Education of the Norton City School District met in regular session on July 15, 2013, commencing at 7:30 p.m., in the former High School Media Center (now the Panther Community Room), 4108 South Cleveland-Massillon Road, Norton, Ohio, with the following members present:

Mrs. Jennifer Bennett

Mr. Jim Bennett

Mrs. Diane Farmer

Mr. Pat Santelli

Mrs. Cindy Webel

The Treasurer, or Treasurer Pro Tempore, as the case may be, 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.

Mr. Pat Santelli moved the adoption of the following resolution:

RESOLUTION NO. 13-146

**A RESOLUTION AUTHORIZING THE REALLOCATION OF A 0.2-MILL PORTION OF THE SCHOOL DISTRICT'S 5.9-MILL SHARE OF "INSIDE MILLAGE" TO A PERMANENT IMPROVEMENT FUND COMMENCING IN TAX YEAR 2013/COLLECTION YEAR 2014.**

WHEREAS, under Section 5705.02 of the Revised Code, the aggregate amount of taxes that may be levied without a vote of the electors on any taxable property in any one year is not to exceed ten mills on each dollar of tax valuation (the "Ten-Mill Limitation", and, unvoted tax levies within the Ten-Mill Limitation, "Inside Millage"); and

WHEREAS, the School District is currently levying 5.9 mills of Inside Millage; and

WHEREAS, under Sections 5705.03(A) and 5705.06(A) of the Revised Code, a board of education is required to levy Inside Millage first for debt charges on its unvoted general obligation debt (to the extent they are not to be provided for from another source) and to cause amounts received from that levy to be paid into its bond retirement fund, and any remaining portion of a board's share of Inside Millage may be allocated to its general fund and used to pay current operating expenses or to a permanent improvement fund for the purpose of acquiring or constructing assets that have an estimated life or period of usefulness of five years or longer; and

WHEREAS, currently, all of the School District's Inside Millage is allocated to pay current operating expenses; and

WHEREAS, this Board desires to reallocate a 0.2-mill portion of the School District's 5.9-mill share of Inside Millage to a permanent improvement fund for necessary permanent improvements commencing in tax year 2013/collection year 2014; and

WHEREAS, the School District's estimated tax budget for tax year 2013/collection year 2014 properly shows a need for that portion of the School District's Inside Millage to be directed to a permanent improvement fund commencing in tax year 2013/collection year 2014;

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

Section 1. This Board finds and determines that it is necessary to reallocate a 0.2-mill portion of the School District's 5.9-mill share of Inside Millage to a permanent improvement fund for necessary permanent improvements commencing in tax year 2013/collection year 2014.

Section 2. This Board hereby requests the Summit County Fiscal Officer to reallocate a 0.2-mill portion of the School District's 5.9-mill share of Inside Millage to a permanent improvement fund for necessary permanent improvements commencing in tax year 2013/collection year 2014.

Section 3. It is the Board's intention that the aforesaid 0.2 mills (or such lesser amount as may be required by law and the Ohio School Facilities Commission), upon being reallocated to necessary permanent improvements, will be earmarked for the maintenance of classroom facilities that are a part of the proposed project being pursued in conjunction with the Commission, assuming passage of a related bond issue in November 2013.

Section 4. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution to the Summit County Fiscal Officer.

Section 5. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 6. This Resolution shall be in full force and effect from and immediately upon its adoption.

Mrs. Jennifer Bennett seconded the motion.

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

Mrs. Jennifer Bennett - *Aye*

Mr. Jim Bennett - *Aye*

Mrs. Diane Farmer - *Aye*

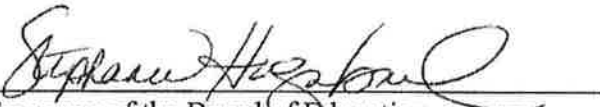
Mr. Pat Santelli - *Aye*

Mrs. Cindy Webel - *Aye*

### TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of Norton City School District, Ohio, held on June 17, 2013, the date, time and place of which (as shown above) having been established at the Board's organizational session in January 2013, showing the adoption of the resolution hereinabove set forth.

Dated: June 17, 2013

  
Treasurer of the Board of Education  
Norton City School District, Ohio



CFAP/ENP Project Agreement Funding Checklist

Please fill in the appropriate categories as required

Norton City School District

County: Summit

District Information

Commission Approval Date 07/11/13 Controlling Board Approval Date 08/19/13
Base Budget: State: \$16,354,813 Local: \$15,713,448 Total: \$32,068,261

Local Share of Basic Project Cost and Documentation

Alternate Fund Source or
x November 5, 2013 February March May August Please indicate levy month

CFAP Bonds or Notes with language per ORC 3318 (Section III.A.1)
Certificate of Election \*Dollar Amount Date Available
When available, send the following:
Receipt from Sale of Bonds/Notes, and
District Financial Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

Property Tax/Income Tax (Section III.A.2) \*Dollar Amount Date Available
Certificate of Election, if applicable, and
Receipt from Sale of Bonds/Notes, if applicable, and
District Financial Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

X Local Donated Contributions (Section III.A.3)
Federal Grant (Section III.A.3.a) \*Dollar Amount Date Available
Copy of Grant Award, and
District Financial Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

X Non-3318 Bond, Moneys Donated/Granted, Letters of Credit, Cash on Hand, (Section III.A.3.b) \*Dollar Amount \$15,713,448
Date Available No later than 1/31/14
Certificate of Election, if applicable, and
Receipt from Sale of Bonds/Notes, if applicable, and
District Financial Summary Report for Fund 010, Local Share, certified by Treasurer/CFO

Local Contribution by Third Party Source (Section III.A.3.c)
Signed Agreement with OSFC, School District and Third Party

ELPP Certification

- ELPP Credit w/Signed Certificate of Completion (Section III.A.4.a)
- ELPP Certificate of Completion from OSFC \*Dollar Amount \$0.00
- ELPP Estimated Credit, with Certificate of Completion Forthcoming (Section III.A.4.b) \*Dollar Amount \$0.00
- ELPP Credit Calculation Worksheet from OSFC
- ELPP expenses which will not result in Certificate of Completion (Section III.A.4.c) \*Dollar Amount \$0.00
- ELPP Credit Calculation Worksheet from OSFC and Vendor Expenditure Reports from Treasurer/CFO

\* This is the dollar amount for the local share only. DO NOT include amounts for LFI's or other costs.





School Facilities Commission

CFAP/ENP Project Agreement Funding Checklist

Please fill in the appropriate categories as required

Norton City School District

County: Summit

Maintenance Fund

Maintenance \$ Amount Per 23 Years: \$55,003 Beginning Year: 2014

No Resolution Required - Certified Through Election Certification Resolution Approved per Bond Counsel

X Exhibit A - Resolution Authorizing the School District Board to Earmark Dollars to the Maintenance Fund

Item 1 Half Mill for 23 years (Section IV.A.1) Dollar Amount Commencing Yr Certificate of Election

Item 2 Earmark for Continuing PI Levy (Section IV.A.2) Date Available Certificate of Election

Item 3 Property/Income Tax (per Section 3318.052) (Section IV.A.3) Annual Dollar Amount Date Available Certificate of Election

Item 4 Extension of Previous Half-Mill (Section IV.A.4) Date Available Certificate of Election

Item 5 Locally Donated Contribution (Section IV.A.5) District Financial Summary Report for Fund 034, certified by Treasurer/CFO Dollar Amount Date Available

Item 6 Transfer per 3318.08 from Existing Sources (Section IV.A.6) Date Available Resolution of Authorization from District, and Letter of Approval from OSFC

X Item 7 Transfer per 3318.051 (Section IV.A.7) Date Available CY 2014 X Resolution of Authorization from District, and X Letter of Approval from OSFC

MAINTENANCE REQUIREMENT

Full Maintenance X Provoked Maintenance (for ENP or Segmented Projects Only)

Norton City School District

By: Stephanie Hagenbush Treasurer, Board of Education

Print Name: Stephanie Hagenbush

Date: 11-21-13

BOND COUNSEL: Squire Sanders (US) LLP

By: Richard D. Manoloff

Print Name: Richard D. Manoloff

Date: 11/20/13

Please return completed form to Janice Parker janice.parker@ofcc.ohio.gov or 614/466-7749 (fax)

Master Plan Name Norton City SD (summit) -- CFAP -- Segment 1 -- Lapsed - OSFC 07-11-13  
 Program CFAP (Active)  
 Rank 297  
 School District Norton City School District  
 School District IRN 44552  
 County Summit County  
 Cost Region 8 (New Construction Cost Factor: 104.79%)  
 Cost Set 2013 (for everything)  
 Bracketing Set 2013  
 Educational Planner FutureThink

**Projected Enrollment (10 Yr)**

Grade	2017-18	Grade Configurations		
		Grades	Total	Placed/Remaining
PK	16			
K	156	PK-12	2373	2431 -58
1	159	PK-5	1067	1067 0
2	165	6-8	647	647 0
3	173	9-12	659	717 -58
4	188	PK-8	1714	
5	210	6-12	1306	
6	197	CT	160	102 58
7	218			
8	232			
9	213			
10	213			
11	120			
12	113			
CT Low Bay Comprehensive	36			
CT High Bay Comprehensive	22			
CT Low Bay Offsite	102			
<b>Total</b>	<b>2533</b>			

Project Scope:

Build one (1) New High School to house grades 9-12 and Career Tech.  
 -Allowance to abate and demolish Cornerstone Elementary and Grill Elementary.

Master Planner Commentary:

- Master plan is based on 2013 OSDM Cost Set and Bracketing.
  - Master plan utilizes district approved enrollment projections dated April 16, 2013 (2017-18 projected enrollment year).
  - Enhanced environmental studies were completed for all buildings in October 2008.
  - The project budget for new buildings shown on this plan anticipates attaining the USGBC LEED For Schools (U.S. Green Building Council, Leadership in Energy and Environmental Design) Silver Certification (with a preference for attaining points in the Energy and Atmosphere Categories).
  - There is one (1) Site Safety Access Allowances with this plan. The use of these allowances require a ODOT Traffic Impact Study. See specific allowance for details.
  - Students will self swing during construction; therefore, there is no swing space allowance required or included in this plan.
- Career Tech enrollment calculation is as follows; 36 Low Bay Comprehensive Students + 22 High Bay Comprehensive Students + 102 Low Bay Offsite Students (academic space only) = 160 Total CT Core Space Students.
- The number of Low Bay Comprehensive Students projected do not meet the 50:1 requirement to qualify for CT program space; therefore those students have been included in the 9-12 student population and receive the full sf/student allocation.
  - The number of High Bay Comprehensive Students projected do not meet the 30:1 requirement to qualify for CT program space; therefore those students have been included in the 9-12 student population and receive the full sf/student allocation.

Building	Allowance
New 9-12	Site Access Safety Allowance \$300,000.00

Building Program	Cornerstone Elementary Master Planning Considerations				Grill Elementary School Master Planning Considerations				New 9-12 New High		
Cost Set	Classroom Facilities Assistance Program (CFAP) [2013]				Classroom Facilities Assistance Program (CFAP) [2013]						
Assessing Consultant	Hammond Construction				Hammond Construction						
Type	Elementary				Elementary				High		
Acres	25.00				5.00						
Grades Housed	K-4				PK-4						
Current Enrollment	283				283						
Additions to Demolish	<input type="checkbox"/> 1915 Original Building 79% 14,945 ft <sup>2</sup> <input type="checkbox"/> 1935 Classroom Wing 68% 22,255 ft <sup>2</sup> <input type="checkbox"/> 1935 Gymnasium Mezzanine 45% 1,597 ft <sup>2</sup> <input type="checkbox"/> 1959 Administration Classroom Addition 63% 1,971 ft <sup>2</sup>				<input type="checkbox"/> 1929 Original Building 144% 6,928 ft <sup>2</sup> <input type="checkbox"/> 1929 Original Building Gymnasium Balcony 43% 609 ft <sup>2</sup> <input type="checkbox"/> 1956 Administration/ Classroom Addition 81% 5,320 ft <sup>2</sup> <input type="checkbox"/> 1965 Classroom Wing Addition 72% 14,267 ft <sup>2</sup>						
Grades Housed - Proposed									9-12, CT Low Bay Comprehensive, CT High Bay Comprehensive, CT Low Bay Offsite		
Projected Enrollment									717		
CT Projected Enrollment									102		
Scope of Work	Abate/Demolish				Abate/Demolish				Build New		
CEFPI Rating	Borderline				Borderline						
Existing ft <sup>2</sup>	40,768				27,124						
Cost/ft <sup>2</sup> (DM)	\$250.32				\$250.32						
Cost to Replace	\$10,205,045.76				\$6,789,679.68				\$0.00		
Cost to Renovate	\$7,237,667.06				\$6,227,306.79						
Reprogramming	\$0.00				\$0.00				\$0.00		
Renovate+Replace	71%				92%						
Right Replacement											
Right Ratio											
Addition Required	No				No				No		
	Addition ft <sup>2</sup>				Addition ft <sup>2</sup>				New ft <sup>2</sup>		
Proposed Enrollment	Students	sf/Student	sf required	Students	sf/Student	sf required	Students	sf/Student	sf required		
Elementary (PK-5)	x	=	0	x	=	0	x	=	0		
Middle (6-8)	x	=	0	x	=	0	x	=	0		
High (9-12)	x	=	0	x	=	0	717	x	165.93	=	118,972
Career Technical Core Space	x	=	0	x	=	0	102	x	96.79	=	9,873
Total ft <sup>2</sup> Required									128,844.39		
ft <sup>2</sup> Existing	40,768				27,124						
Oversized ft <sup>2</sup>											
Less Oversized ft <sup>2</sup>	40,768				27,124						
CT ft <sup>2</sup> Existing											
CT ft <sup>2</sup> Not Programmed											
Less CT ft <sup>2</sup>	40,768				27,124						
Addition ft <sup>2</sup>	-40,768				-27,124				128,844		
Cost per ft <sup>2</sup>	see below				see below				see below		
Total Addition Cost											
	Cost of Additions				Cost of Additions				Cost to Rebuild		
Cost Of New SF	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost	SF Required	\$/SF	Cost		
Elementary (PK-5)	x	=	\$0.00	x	=	\$0.00	0	x	=	\$0.00	
Middle (6-8)	x	=	\$0.00	x	=	\$0.00	0	x	=	\$0.00	
High (9-12)	x	=	\$0.00	x	=	\$0.00	128,844.39	x	\$238.02	=	\$30,667,541.71
Career Technical Program Space											
CT Existing ft <sup>2</sup>											
CT New ft <sup>2</sup>											
CT Total ft <sup>2</sup>											
CT Program Total	\$0.00				\$0.00				\$0.00		
Total Proposed ft <sup>2</sup>									128,844		
Total to Rebuild	\$0.00				\$0.00				\$30,667,541.71		
Total to Rebuild All Buildings											
Cost to Reno & Reprogram									\$0.00		
Total Addition Cost											
Total Career Technical	\$0.00				\$0.00				\$0.00		
Project Cost	\$0.00				\$0.00				\$30,667,541.71		
Asbestos Abatement	\$378,819.38				\$416,385.67				\$0.00		
Demolition	\$183,456.00				\$122,058.00				\$0.00		
Specific Allowance	\$0.00				\$0.00				\$300,000.00		
Total Building Cost	\$562,275.38				\$538,443.67				\$30,967,541.71		
Page Subtotal					\$32,068,260.76						
General Allowance					\$0.00						
Project Agreement LFI					\$0.00						
Co-Funded Project					\$32,068,260.76						
Total Project Cost					\$32,068,260.76						

Building Summary - Cornerstone Elementary (28001)

<b>District:</b> Norton City SD				<b>County:</b> Summit		<b>Area:</b> Northeastern Ohio (8)			
<b>Name:</b> Cornerstone Elementary				<b>Contact:</b> Julie Gulley					
<b>Address:</b> 4138 S Cleveland-Massillon Rd Norton, OH 44203				<b>Phone:</b> 330-825-3828					
<b>Bldg. IRN:</b> 28001				<b>Date Prepared:</b> 2008-08-05		<b>By:</b> Tony Schorr			
				<b>Date Revised:</b> 2013-04-23		<b>By:</b> Jeff Tuckerman			
Current Grades	K-4	Acreage:	25.00	<b>CEFPI Appraisal Summary</b>					
Proposed Grades	N/A	Teaching Stations:	25						
Current Enrollment	283	Classrooms:	16						
Projected Enrollment	N/A								
Addition	Date	HA	Number of Floors	Current Square Feet	<b>Section</b>	<b>Points Possible</b>	<b>Points Earned</b>	<b>Percentage</b>	<b>Rating Category</b>
Original Building	1915	2	3	14,945	1.0 The School Site	100	68	68%	Borderline
Classroom Wing	1935	2	3	22,255	2.0 Structural and Mechanical Features	200	130	65%	Borderline
Gymnasium Mezzanine	1935	2	1	1,597	3.0 Plant Maintainability	100	77	77%	Satisfactory
Administration Classroom Addition	1959	1	1	1,971	4.0 Building Safety and Security	200	141	71%	Satisfactory
<b>Total</b>					5.0 Educational Adequacy	200	128	64%	Borderline
					6.0 Environment for Education	200	113	57%	Borderline
					LEED Observations	—	—	—	—
					Commentary	—	—	—	—
					<b>Total</b>	<b>1000</b>	<b>657</b>	<b>66%</b>	<b>Borderline</b>
*HA = Handicapped Access					<b>C=Under Contract</b>				
*Rating = 1 Satisfactory					Existing Square Feet				
= 2 Needs Repair					Cost per Sq. Ft.				
= 3 Needs Replacement					Renovation Cost Factor				
*Const P/S = Present/Scheduled Construction					Cost to Renovate (Cost Factor applied)				
					Reprogramming Cost				
					Cost to Renovate w/ Reprogramming				
					Cost to Replace				
					Renovate/Replace				
					N/A				
					[These calculations are for the case where none of the Building's Additions are slated for demolition. If the Master Plan suggests partial demolition of this Building, the Master Plan will very probably show a different Renovate/Replace ratio, which is representative of the Building without the demolished additions.]				
<b>FACILITY ASSESSMENT</b>				Rating	Dollar Assessment				
Cost Set: 2013									
A.	Heating System	3	\$1,391,004.16	-					
B.	Roofing	3	\$122,787.50	-					
C.	Ventilation / Air Conditioning	1	\$0.00	-					
D.	Electrical Systems	3	\$661,664.64	-					
E.	Plumbing and Fixtures	3	\$201,088.00	-					
F.	Windows	1	\$0.00	-					
G.	Structure: Foundation	1	\$0.00	-					
H.	Structure: Walls and Chimneys	2	\$90,221.00	-					
I.	Structure: Floors and Roofs	1	\$0.00	-					
J.	General Finishes	3	\$761,427.00	-					
K.	Interior Lighting	3	\$203,840.00	-					
L.	Security Systems	3	\$116,188.80	-					
M.	Emergency/Egress Lighting	3	\$40,768.00	-					
N.	Fire Alarm	3	\$61,152.00	-					
O.	Handicapped Access	3	\$249,913.60	-					
P.	Site Condition	3	\$229,145.20	-					
Q.	Sewage System	1	\$0.00	-					
R.	Water Supply	1	\$0.00	-					
S.	Exterior Doors	3	\$12,000.00	-					
T.	Hazardous Material	3	\$300,526.80	-					
U.	Life Safety	3	\$470,457.60	-					
V.	Loose Furnishings	3	\$122,304.00	-					
W.	Technology	3	\$516,273.78	-					
X.	Construction Contingency / Non-Construction Cost	-	\$1,356,067.83	-					
<b>Total</b>					\$6,906,829.91				

**Building Component Information - Norton City SD (44552) - Cornerstone Elementary (28001)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natatorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Original Building (1915)		2396												
Classroom Wing (1935)		3564		4550	702		867	856						
Gymnasium Mezzanine (1935)	1597													
Administration Classroom Addition (1959)		320												
<b>Master Planning Considerations</b>														

Building Summary - Grill Elementary School (14662)

<b>District:</b> Norton City SD <b>Name:</b> Grill Elementary School <b>Address:</b> 6125 Kungle Rd Clinton, OH 44216 <b>Bldg. IRN:</b> 14662				<b>County:</b> Summit <b>Area:</b> Northeastern Ohio (8) <b>Contact:</b> Brady Sackett <b>Phone:</b> 330-825-2677 <b>Date Prepared:</b> 2008-08-05 <b>By:</b> Tony Schorr <b>Date Revised:</b> 2013-04-23 <b>By:</b> Jeff Tuckerman																																																																																																																																								
Current Grades	PK-4	Acreage:	5.00	CEFPI Appraisal Summary																																																																																																																																								
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**Building Component Information - Norton City SD (44552) - Grill Elementary School (14662)**

Addition	Auditorium Fixed Seating	Corridors	Agricultural Education Lab	Primary Gymnasium	Media Center	Vocational Space	Student Dining	Kitchen	Natatorium	Indoor Tracks	Adult Education	Board Offices	Outside Agencies	Auxiliary Gymnasium
Original Building (1929)		703		1317										
Original Building Gymnasium Balcony (1929)		609												
Administration/ Classroom Addition (1956)		988			797			431						
Classroom Wing Addition (1965)		2078												
<b>Master Planning Considerations</b>														

Specific Allowances for Master Plan Norton City SD (summit) -- CFAP -- Segment 1 -- Lapsed - OSFC 07-11-13 - Norton City SD

<u>Return To MasterPlan</u>						
Specific Allowances						
Building	Category	Name	Amount	Comments	Cost Column	
[New] New 9-12	Site Development	Site Access Safety Allowance	\$300,000.00	Allowance for Site Access Safety Improvement in the amount of \$300,000.	Base CM & A/E Services	
<b>Total</b>			\$300,000.00			
<u>Return To MasterPlan</u>						



Norton City SCHOOL DISTRICT  
Summit COUNTY  
5/10/13 DATE

**Norton City SD (summit) - CFAP - Lapsed - Segment 1 - OSFC 07-11-13**

**MASTER PLAN**

<b>Description of Master Plan:</b>	<ul style="list-style-type: none"> <li>• Build One (1) New High School to house grades 9-12 and CT</li> <li>• Allowance to Abate/Demolish Cornerstone Elementary and Grill Elementary</li> </ul>
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**CFAP Participant (Segmenting)**

Step 1. Assessed Valuation	\$ 281,527,660
Step 2. Net Bonded Indebtedness	\$ -
Step 3. Cost of Entire Master Facilities Plan	\$ 82,511,345
Step 4. Required level of indebtedness .05 + [.0002 x ( 49 percentile** - 1)] of assessed valuation*	5.96%
	\$ 16,779,049

Step 5. To increase the district's net bonded indebtedness to within \$5,000 of the required level of indebtedness, the district would need additional bond debt of:

	Worth of Local Share
Step 4:	\$ 16,779,049
minus Step 2:	\$ -
Total:	\$ 16,779,049

Step 6. Required percentage of the project costs equals (.01 x basic project costs) x 2 49 percentile**	49.00% **
	\$ 40,430,559

Step 7. Amount of Bond issue or Alternative Funding must be the greater of:  
**a. a required percentage of the project costs**

\$ 40,430,559

b. the amount necessary to raise the net bonded indebtedness of the district to within \$5,000 of the required level of indebtedness

\$ 16,779,049

c. Therefore, the district's share of the **entire MFP** would be for

\$ 40,430,559

STATE \$	42,080,786	51%
LOCAL \$	40,430,559	49% <i>not including required LFI</i>
TOTAL \$	82,511,345	

Step 8. Minimum Local Share Calculation  
 Assessed Valuation x 2.0%

Assessed Valuation 281,527,660

**Minimum Local Share**  
**\$ 5,630,553**

proposed segment size 32,068,261

local share of proposed segment  
 15,713,448

Is proposed segment > minimum project size?

**yes**

Therefore, the budget for the proposed segment would be:

STATE \$	16,354,813	51%
LOCAL \$	15,713,448	49%
TOTAL \$	32,068,261	

\*District's valuation for the year preceding the year in which the Controlling Board approved the project under 3318.04 of the O.R.C.

\*\*Percentile in which the district ranks. (By law, the minimum State share is 5%; therefore, all districts in the 95-100 percentile are shown as 95%).