

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

MINUTES OF SPECIAL MEETING

JULY 18, 2023

The meeting convened at 11:18 a.m. for the St. Clairsville-Richland City School District Board of Education with President Mike Jacob presiding.

The Pledge of Allegiance was recited by all in attendance.

Roll Call:	Mike Jacob	- Present
	Mike Fador	- Present
	James Cook	- Present
	Harry White	- Absent
	F. William Zanders	- Present

Also present were: Kailey Carpino, Christina Laudermilt, Amy Porter and Walt Skaggs

Executive Session

Mr. Cook moved and Mr. Zanders seconded that the Board go into executive session under Ohio Revised Code 121.22(G)(2). The roll call vote was:

Aye: Cook, Fador, Zanders, Jacob.
Motion carried.

Time In: 11:19 A.M.

Time Out: 11:44 A.M. - Vice President calls to come out of executive session

Approve MOU with ECOESC for Ohio University Property

Mr. Cook moved and Mr. Fador seconded that the Board approve the following:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on this 18th day of July, 2023 by and between the East Central Ohio Educational Service Center Governing Board (hereinafter referred to as “ESC”) and the St. Clairsville-Richland City School District Board of Education (hereinafter referred to as “District”). The ESC and the District shall be hereinafter collectively referred to as “Parties.”

WHEREAS, Ohio University (hereinafter referred to as “University”) is the owner of certain real property located in St. Clairsville, Ohio known as the Health and Physical Education Center (hereinafter referred to as “Property”); and

WHEREAS, the University desires to sell the Property and is currently seeking bid proposals from parties who are interested in purchasing the Property; and

WHEREAS, both the ESC and District have expressed an interest in submitting a bid proposal to purchase the Property from the University; and

WHEREAS, the District has agreed to refrain from submitting a bid proposal to purchase the Property from the University in exchange for the promises set forth in this Memorandum.

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

MINUTES OF SPECIAL MEETING

JULY 18, 2023

Approve Memorandum of Understanding (Cont'd)

NOW, THEREFORE, for mutually acceptable consideration, the Parties hereby agree as follows:

1. The District shall refrain from submitting a bid proposal to purchase the Property from the University.
2. The ESC shall proceed with submitting a bid proposal to purchase the Property from the University. The ESC's bid proposal to purchase the Property from the University shall include a copy of this Memorandum as approved and signed by the Parties.
3. If the University accepts the ESC's bid proposal to purchase the Property and the ESC successfully purchases and obtains title to the Property, the Parties shall enter into a lease agreement (hereinafter referred to as "Lease") containing the following terms and conditions:
 - a. The ESC shall lease the gymnasium in the building located on the Property (hereinafter referred to as "Gymnasium") to the District for a period of ten (10) years commencing on or about September 1, 2023 (hereinafter referred to as "Lease Term"). Notwithstanding the foregoing, after the fifth (5th) year of the Lease Term, the District shall be permitted to terminate the Lease at any time and for any reason by providing the ESC with at least ninety (90) days advance written notice of such termination.
 - b. The District shall be permitted to utilize the Gymnasium: (i) on Mondays, Tuesdays, Wednesdays, and Thursdays from 3:00 p.m. to 9:00 p.m.; and (ii) on up to twelve (12) weekends per year on such dates and at such times as are mutually agreed upon by the Parties. Notwithstanding the foregoing, the ESC shall be permitted to utilize the Gymnasium during such times for scheduled ESC events so long as the ESC provides adequate notice to the District.
 - c. As rent for utilizing the Gymnasium, the District shall pay the ESC the sum of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) per year (hereinafter referred to as "Rent") at such times as mutually agreed upon by the Parties. Notwithstanding the foregoing, after the fifth (5th) year of the Lease Term and for each year of the Lease Term thereafter, the ESC shall be permitted to unilaterally increase the Rent in an amount of up to five percent (5%) of the previous years' Rent.
 - d. Unless otherwise approved in advance by the District, the ESC shall refrain from constructing any new buildings or other improvements on the land located between the Property and Ohio University's Shannon Hall.
 - e. In the event that the District desires to place a bond issue on the ballot to construct a new facility, the Parties shall meet with each other at mutually convenient times prior to the District placing such bond issue on the ballot in order to discuss potential modifications to the Lease and/or the District's potential purchase of the Property from the ESC.
 - f. In the event that the ESC desires to sell the Property, the ESC shall provide the District with a right of first refusal to purchase the Property from the ESC upon such terms and conditions as are mutually agreed upon by the Parties.
 - g. This Memorandum is contingent upon both Parties signing a formal lease agreement that outlines the terms and conditions included in this Memorandum in addition to other specific terms including insurance, liability, building access, etc.

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

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JULY 18, 2023

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- h. The Lease is subject to and contingent upon the ESC Governing Board's and the District Board of Education's formal approval and execution.
4. The Parties acknowledge, understand, and agree that this Memorandum is contingent upon the University accepting the ESC's bid proposal to purchase the Property and the ESC successfully purchasing and obtaining title to the Property. In the event that the University does not accept the ESC's bid proposal to purchase the Property or if the ESC does not successfully purchase and obtain title to the Property, this Memorandum shall automatically become null and void without any further action by the Parties.
5. This Memorandum sets forth the entire agreement between the Parties and fully supercedes any and all prior agreements or understandings, both written and oral, between the Parties pertaining to the subject matter hereof. The Parties are not relying on any representation or promise apart from the terms of this Memorandum.
6. This Memorandum may not be amended, revoked, changed, or modified in any way, except in writing executed by the parties.
7. This Memorandum is made and entered into in the State of Ohio and shall in all respects be interpreted, performed, enforced, and governed under its laws.
8. If any portion or provision of this memorandum is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Memorandum shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and the illegal, invalid, or unenforceable portion of any provision shall be deemed not a part of this Memorandum.
9. This Memorandum may be executed in one or more separate counterparts, including facsimile or email copies, but all such counterparts shall be considered a single agreement with the same effect as if all of the Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Counterparts of this Memorandum may be exchanged via electronic means.

The roll call vote was:

Aye: Fador, Zanders, Cook, Jacob
Motion carried

Adjournment

There being no further business brought before the Board, President Jacob adjourned the meeting at 12:19 P.M.

The next scheduled Board of Education meeting is August 9, 2023 at Noon.