

**Winton Woods Board of Education  
Minutes  
Regular Meeting – January 23, 2023**

The Winton Woods Board of Education met in Regular Session on Monday, January 23, 2023 at Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio. President Kuhn called the meeting to order at 6:30 p.m.

**ROLL CALL AND PLEDGE OF ALLEGIANCE**

On the roll call the following members were present: Mr. Jeff Berte, Dr. Viola Johnson, Mr. Brandon Smith, Mrs. Paula Kuhn. Also present were Mr. Anthony Smith, Superintendent and Mr. Randy Seymour, Treasurer. Ms. Debra Bryant arrived at 6:35 p.m.

**DISTRICT HONORS, RECOGNITIONS, GIFTS, AND INTRODUCTIONS**

**WINTON WOODS MIDDLE SCHOOL ART GALLERY WINNERS** - Art Teacher, Mr. Dave Simon

Superintendent Selection - Poet Bullucks

Principal Selection - Marina Alonzo Castro, Yamileth Aulis-Camacho

Honorable Mention - Ella Sullivan

**Kiwanis Character is Key Award - Trustworthiness**

Winton Woods Middle School - Kourtney Lloyd

**Kiwanis Student of the Month Award**

Winton Woods High School - Landen Anderson

**Skyline Student Athlete of the Month Award**

Winton Woods High School - Jaida Knighten

**Skyline Teacher of the Month Award**

Winton Woods Early Childhood Central Campus - Ms. Tarin Atkins

**GIFTS**

The Winton Woods Board of Education thanked the following organizations for their generosity and support of the district:

The Forest Park Gardeners donated \$1,000 to the Winton Woods Scholarship Fund to help support a deserving student in their college experience.

Fostering Hope, Cincinnati donated \$500 to the Winton Woods Early Childhood Center to support the school's Breakfast with Santa Program.

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**GIFTS – (Cont.)**

K & G Fashion Superstore donated \$884.90 to Winton Woods High School to support the school's student incentive program.

The W.E.S.T. Golf Club donated \$500 to the Winton Woods Child Nutrition Department to help families resolve outstanding balances on their students' meal accounts.

**January is School Board Recognition Month**

The students, staff, and communities of the Winton Woods City Schools join the Ohio School Boards Association (OSBA) to honor the exemplary leadership, service, and endless hours of dedication given by our elected Board members on behalf of our school district and its communities. We thank our Board members: President Ms. Paula Kuhn; Vice President Ms. Debra Bryant; and Board members Mr. Jeff Berte, Dr. Viola Johnson, and Mr. Brandon Smith. Winton Woods High School Student Council President, Saniya Long, presented certificates of appreciation on behalf of the OSBA to our Board members.

**PUBLIC COMMENTS**

**COMMENTS TO THE BOARD OF EDUCATION FROM THE ASSOCIATIONS**

WWTA REPRESENTATIVE – Absent

OAPSE REPRESENTATIVE – Present

**APPROVAL OF MINUTES**

Regular Meeting – December 12, 2022

Organizational Meeting – January 3, 2023

**TREASURER'S REPORT**

The Financial Statements for the month of December, 2022 were approved and filed for audit.

**TREASURER'S RECOMMENDATIONS**

**Investments – December, 2022**

**01-16-23** On a motion by Mr. Berte, seconded by Mr. B. Smith to approve the Investment Report for December, 2022.

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;  
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

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**REPORTS OF THE SUPERINTENDENT**

(a) School Reports

(b) First Read: New and Revised Board Policies

- Revised Policy po2431 - Program - Interscholastic Athletics
- Revised Policy po1617 - Administration – Weapons
- Revised Policy po2413 - Program - Career Advising
- Revised Policy po2430 - Program - District-Sponsored Clubs and Activities
- Revised Policy po3217 - Professional Staff – Weapons
- Revised Policy po4217 - Classified Staff – Weapons
- New Policy po2280 - Program - Preschool Program

(c) Facilities Update

**SUPERINTENDENT'S RECOMMENDATIONS**

**Personnel Schedules**

**01-17-23** On a motion by Dr. Johnson, seconded by Ms. Bryant to approve the personnel schedules as presented.

**Schedule A – Resignations**

Resignations:

Arbone Berry, Special Ed. Assistant, ECC, effective 12/28/22

Monica Hampton, Special Ed. Assistant, NCHS, effective 01/04/23

Leah Hassertt, Special Ed. Assistant, SCIS, effective 01/16/23

Brieana Savin, Food Service, NCHS, effective 01/06/23

Aristi Stallworth, Special Ed. Assistant, ECC, effective 12/22/22

Stephen Sutherland, Teacher, SCPS, effective 02/16/23

**Schedule B – Personnel Employment Certificated**

Correction: Educational Advancement

Kellie Canter, Teacher, ECC, \$88,890, effective 08/01/22

**Schedule C – Support Staff Appointments**

New Hires:

Sheila-Hogan, Food Service, NCMS, 14.16/hr, effective 01/09/23

Natalie Jackson, Sub. Food Service, \$13.19/hr, effective 01/12/23

Andrea Marley, Sub. Food Service, \$13.19/hr, effective 01/17/23

Richard Teel, Sub. Food Service, \$13.19/hr, effective 01/11/23

Kara Griffin, Special Ed. Assistant, NCMS, \$20.04/hr, effective 01/04/23

Karrah Jones, Special Ed. Assistant, NCMS, \$19.58/hr, effective 01/04/23

Change in Status:

Donna Bouldin, Clerical A to Clerical C, NCHS, \$18.88/hr, effective 01/03/23

**Winton Woods Board of Education**  
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**SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)**  
**Personnel Schedules – (Cont.)**

**Schedule D – Personnel Employment Certified and Uncertified (Including Extra Duties)**

December Food Service Attendance Stipend:

Karen Andwan, \$200.00

Stephanie Stacy, \$150.00

Lisa McDonald, \$100.00

Supplementals:

Marcus Johnson, Assistant Middle School Wrestling Coach, \$2,185.00

Katelin Kenny, Assistant Swim Coach, \$2,590.00

After School Tutoring, \$29/hr:

Tyler Shedd

Mentor Teacher Stipends:

Meredith Dixon, \$550.00, Mount St. Joseph

Theresa Mitchell, \$150.00, Mount St. Joseph

Kristen Weickert, \$500.00, Grand Canyon University

Andrew Lock, \$150.00, Wright State University

Beth Caikowski, \$50.00, Wright State University

Class Size Overage:

William Brown, \$2,275.84

John Carmack, \$5,833.24

Style Estill, \$816.64

Change in Assignment – 14 hours@29/hr

Lisa Giblin

Bryan Scott-Head

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**SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)  
Personnel Schedules – (Cont.)**

**Schedule E – Leaves**

Sarah Jefferson-Bell, Special Ed. Asst., SCIS, Intermittent, 01/09/23 – 01/10/24, F.M.L.A.  
Etta McComas, Ed. Asst., NCMS, Intermittent, 11/05/22 – 05/15/23, F.M.L.A.  
Shari Spaw, Food Service, NCHS, 12/18/22 – 03/13/23, Paid Medical Leave  
Genice Peterson, Asst. to Spec. Svs. Director, Intermittent, 01/13/23 – 03/27/23, F.M.L.A.  
Lakisha Edmondson, Teacher, NCHS, 01/05/23 – 02/16/23, F.M.L.A.  
Kendall Persons, Teacher, NCMS, 01/29/23 – 02/17/23 & 03/13/23 – 03/17/23, F.M.L.A.  
Amy Rogers, Teacher, SCIS, 12/07/22 – 02/06/23, F.M.L.A.  
Kimberly Tenai, Tutor, NCHS, 01/09/23 – 02/17/23, F.M.L.A.  
Lynette Kym Harrison-Fowler, Asst. Principal, NCHS, 12/16/22 – 03/31/23, F.M.L.A.

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;  
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

**Early Childhood Center Renovation Change Order**

**01-18-23** On a motion by Ms. Bryant, seconded by Mr. Berte to approve the change order for the Early Childhood Center renovation project as presented in the amount of \$172,053.59 as presented. (Attached)

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;  
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

**BOARD OF EDUCATION REPORTS**

- Legislative Report
- Great Oaks Report

**BOARD ITEMS**

**COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION AND  
SUPERINTENDENT**

**Winton Woods Board of Education**  
**Minutes**  
**Regular Meeting – January 23, 2023**

**EXECUTIVE SESSION**

**01-19-23** On a motion by Dr. Johnson, seconded by Mr. Berte to move into Executive Session at 7:57 p.m. for the following purpose: "To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance, and to negotiate with other political subdivisions respecting requests for economic development assistance".

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;  
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

At 8:16 p.m. President Kuhn declared the Executive Session concluded for the following purpose: "To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance, and to negotiate with other political subdivisions respecting requests for economic development assistance".

On the roll call the following members were present: Mr. Jeff Berte, Ms. Debra Bryant, Dr. Viola Johnson, Mr. Brandon Smith, Mrs. Paula Kuhn.

**Resolution Approving a Tax Increment Financing Exemption**

**01-20-23** On a motion by Mr. Berte, seconded by Ms. Bryant to approve the "Resolution Approving a Tax Increment Financing Exemption of the City of Forest Park, Ohio" as presented. (Attached)

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;  
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

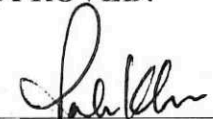
**ADJOURNMENT**

There being no further business, President Kuhn declared the meeting adjourned at 8:18 p.m.

**ATTEST:**

  
Randy L. Seymour, Treasurer

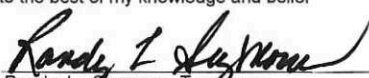
**APPROVED:**

  
Mrs. Paula Kuhn, President

WINTON WOODS CITY SCHOOLS  
Bank Reconciliation Statement  
December 2022 (Year to Date)

Fund Balance		Book Balance		Bank Balance		
001	General Fund	\$16,164,861.78	Beginning Balance	\$30,040,275.65	Fifth Third Bank	\$3,089,596.86
002	Bond Retirement	2,996,042.25			Petty Cash	500.00
003	Permanent Improvement	1,227,348.63	Plus: Receipts	32,723,979.83	Food Service-Drawer	250.00
004	Building	177,055.79	Less: Expenditures	(33,924,208.10)	Athletic-Gate	2,000.00
006	Lunchroom	1,394,058.04				
007	Special Trust	107,470.24				
010	Classroom Facilities	4,768,422.10				
018	Public School Support	91,473.80	Ending Balance	28,840,047.38	Total	3,092,346.86
019	Local Grants	140,709.94				
022	District Agency	0.00				
034	Classroom Facilities Maintenance	1,437,204.82	Outstanding Warrants:			
200	Activity Fund	22,801.02				
300	Athletic Fund	174,181.89	Fifth Third Bank	187,349.57	Investments:	
401-9022	Auxillary Services - JPil	82,594.79			Star Ohio	12,198,494.19
439-9023	Early Childhood Education	1,209.93			Star Ohio - Building Local	4,899,208.39
451-9023	Connectivity	5,400.00			Star Ohio - Building State	107,730.56
461-9023	HSTW	0.00			Meeder Investments	8,729,616.95
507-9021	ESSER I	0.00			Meeder Invest (Building)	0.00
507-9022	ESSER II	0.00				25,935,050.09
507-9023	ARP/ESSER III	24,022.83				
516-9023	IDEA-B FY23	4,175.56				
516-9222	ARP IDEA	(377.70)				
536-9023	Title I Non-Competive School improv FY23	(2.23)	Total	187,349.57		
551-9023	Title III LEP FY23	796.64				
551-9223	Title III Immigrant	646.81				
572-9023	Title I FY23	11,957.91				
572-9222	SQI	(31.49)	Book Adjustments		Bank Adjustments	
572-9323	EEOC	2,568.00			Pay School Accounts	
584-9023	Title IV-A FY23	3,402.82			Food Service	0.00
587-9023	ESCE IDEA-B FY23	201.34			General Acct	0.00
587-9222	ARP ESCE IDEA-B	0.00			Pay School In-Transit	0.00
590-9023	Title II-A FY23	1,851.87				
			Total	0.00	Total	0.00
Total Fund Balance		28,840,047.38	Book Balance	28,840,047.38	Bank Baiaance	3,092,346.86
Plus: outstanding warrants		187,349.57	Plus: outstanding warrants	187,349.57	Plus: investments	25,935,050.09
		0.00	Plus: book adjustments	0.00	Plus: bank adjustments	0.00
Adjusted Fund Balance		\$29,027,396.95	Adjusted Book Balance	\$29,027,396.95	Adjusted Bank Balance	\$29,027,396.95

I hereby certify the foregoing to be correct to the best of my knowledge and belief

  
Randy L. Seymour, Treasurer

6.011

**WINTON WOODS CITY SCHOOLS**  
**General Fund Receipts**  
**December 31, 2022**

	<u>Estimated Revenue</u>	<u>% of Revenue</u>	<u>Revenue MTD</u>	<u>Revenue FYTD</u>	<u>Percentage Received</u>
<b>Local:</b>					
Real Estate Taxes	\$24,300,000	47.40%	\$0	11,902,551	48.98%
Personal Property	0	0.00%	0	0	0.00%
Tuition (1)	1,100,000	2.15%	1,070	328,622	29.87%
Interest	125,000	0.24%	56,298	294,691	235.75%
Student Fees	15,000	0.03%	453	5,519	36.80%
Rental Fees	230,000	0.45%	12,295	107,115	46.57%
Other (2)	482,000	0.94%	87,925	208,993	43.36%
<b>Total Local Revenue</b>	<u>26,252,000</u>	<u>51.21%</u>	<u>158,041</u>	<u>12,847,491</u>	<u>48.94%</u>
<b>State:</b>					
Foundation Fund	18,963,600	36.99%	1,601,953	9,584,755	50.54%
Homestead & Rollback	2,700,000	5.27%	0	1,358,665	50.32%
Other (3)	2,747,000	5.36%	184,288	1,244,211	45.29%
<b>Total State Revenue</b>	<u>24,410,600</u>	<u>47.62%</u>	<u>1,786,241</u>	<u>12,187,631</u>	<u>49.93%</u>
<b>Federal:</b>					
Other (4)	600,000	1.17%	10,787	32,085	5.35%
<b>Total Federal Revenue</b>	<u>600,000</u>	<u>1.17%</u>	<u>10,787</u>	<u>32,085</u>	<u>5.35%</u>
<b>GRAND TOTAL</b>	<u>\$51,262,600</u>	<u>100.00%</u>	<u>\$1,955,069</u>	<u>25,067,208</u>	<u>48.90%</u>

(1) Includes summer school, special education, regular classes, and open enrollment

(2) Includes all other receipts not otherwise classified

(3) Includes catastrophic and tangible reimbursement

(4) Includes Medicaid and e-rate reimbursement



**WINTON WOODS CITY SCHOOLS**  
**General Fund Expenditures by Object**  
**December 31, 2022**

	<u>Appropriation</u> <u>+ Carry Over</u>	<u>% Total</u> <u>Appr.</u>	<u>Expended</u> <u>MTD</u>	<u>Expended</u> <u>FYTD</u>	<u>Encumbered</u> <u>FYTD</u>	<u>Balance</u>	<u>% Spent</u>
Personal Services (100)	\$32,141,000	56.88%	\$2,596,132	\$15,154,303	\$0	\$16,986,697	47.15%
Fringe Benefits (200)	11,749,050	20.79%	866,470	5,276,226	275,574	\$6,197,250	47.25%
Purchased Services (400)	9,425,554	16.68%	751,454	3,632,377	4,250,368	\$1,542,810	83.63%
Materials & Supplies (500)	1,855,262	3.28%	138,849	1,028,024	366,678	\$460,560	75.18%
Capital Outlay (600)	227,400	0.40%	0	70,354	0	\$157,046	30.94%
Other (800)	793,600	1.40%	10,933	422,164	30,945	\$340,491	57.10%
Transfers/Advances (900)	317,500	0.56%	0	42,000	0	\$275,500	13.23%
<b>Total</b>	<b>\$56,509,366</b>	<b>100.00%</b>	<b>\$4,363,838</b>	<b>\$25,625,448</b>	<b>\$4,923,565</b>	<b>\$25,960,354</b>	<b>54.06%</b>

Object Numbers:

- 100 - Employees' salaries and wages - includes payment for sick leave, personal business leave, holiday pay, etc.
- 200 - Retirement, Insurance coverage, workers' comp., fringe benefits
- 400 - Purchased services - utilities, postage, repairs, insurance, lease/purchase, mileage reimbursement, etc.
- 500 - Instructional supplies and materials, office supplies, textbooks, library books and materials
- 600 - Capital outlay - purchase of new equipment and vehicles
- 800 - Other - election expense, auditor and treasurer fees, audit cost, membership dues, liability insurance
- 900 Temporary advances to other funds and transfer of funds

**Appropriation Summary:**

FY23 Appropriations	\$56,276,125
FY22 Carryover Encumbrances	233,241
Total Appropriations	<u>\$56,509,366</u>

6.013

**WINTON WOODS CITY SCHOOLS**  
**General Fund Expenditures by Function**  
**December 31, 2022**

	<b>Appropriation</b>	<b>% Total</b>	<b>Expended</b>	<b>Expended</b>	<b>Encumbered</b>		
	<b>+ Carry Over</b>	<b>Appr.</b>	<b>MTD</b>	<b>FYTD</b>	<b>FYTD</b>	<b>Balance</b>	<b>% Spent</b>
Regular (1100)	\$20,964,863	37.10%	\$1,631,696	\$9,827,670	\$420,163	\$10,717,030	48.88%
Special (1200)	12,428,440	21.99%	1,039,265	5,370,381	1,625,333	5,432,726	56.29%
Pupils (2100)	3,959,437	7.01%	333,246	1,561,584	591,247	1,806,606	54.37%
Instructional Staff (2200)	2,406,154	4.26%	147,583	1,071,293	137,515	1,197,346	50.24%
Board of Education (2300)	320,582	0.57%	15,274	193,630	48,896	78,057	75.65%
School Adm. (2400)	4,406,725	7.80%	353,875	2,144,053	105,429	2,157,242	51.05%
Fiscal Services (2500)	1,686,750	2.98%	92,539	806,407	76,800	803,543	52.36%
Business Services (2600)	387,266	0.69%	25,931	150,365	8,684	228,217	41.07%
Oper. of Plant (2700)	4,247,676	7.52%	309,598	1,937,449	1,465,885	844,342	80.12%
Pupil Trans. (2800)	3,446,475	6.10%	266,982	1,550,892	355,051	1,540,532	55.30%
Central Support Services (2900)	836,600	1.48%	62,351	391,215	27,059	418,327	50.00%
Community Services (3000)	36,500	0.06%	0	28,385	140	7,975	78.15%
Extracurricular (4000)	976,400	1.73%	78,223	507,769	16,407	452,224	53.68%
Capital Outlay (5000)	88,000	0.16%	7,276	42,356	44,956	688	99.22%
Contingencies and Transfers (7000)	317,500	0.56%	0	42,000	0	275,500	13.23%
<b>Total</b>	<b>\$56,509,366</b>	<b>100.00%</b>	<b>\$4,363,838</b>	<b>\$25,625,448</b>	<b>\$4,923,565</b>	<b>\$25,960,354</b>	<b>54.06%</b>

**Functions:**

**Instruction (1100 – 1200):** Instruction includes the activities directly dealing with the teaching of pupils or the interaction between teacher and pupil. Teaching may be provided for pupils in a school, in a classroom, in another location, such as in a home or hospital, and through other approved media such as television, radio, telephone and correspondence.

**Pupils (2100):** Activities which are designed to assess and improve the well-being of pupils and to supplement the teaching process. e.g., Pupil personnel, guidance, health, psychological, speech and audiology, attendance, graduation and student assembly services.

**Instructional Staff (2200):** Activities associated with assisting the instructional staff with the content and process of providing learning experiences for pupils. e.g., Curriculum development, staff training, ed. aides and media services.

**Board of Education (2300):** Activities concerned with establishing policy in connection with operating the District.

**School Administration (2400):** Activities concerned with administrative responsibility e.g., Supt. & Principal offices.

**Fiscal (2500):** Activities associated with the financial operations of the District. e.g., Treasurer's office.

**Business (2600):** Activities concerned with directing & managing service areas. e.g., Business Manager's office.

**Operation of Plant (2700):** Activities concerned with keeping the physical plant open, comfortable and safe for use and keeping buildings and equipment in an efficient working condition. e.g., Maintenance & custodial areas.

**Transportation (2800):** Activities concerned with the conveyance of students to and from school and to activities.

**Statistical Services (2900):** Activities, other than general administration, which support each of the other instructional and supporting services programs. e.g., Personnel and technology.

**Community Services (3200):** Payments made by the District to support activities that do not directly relate to providing education for pupils in the District.

**Extracurricular Activities (4000):** Subject matter and/or activities not provided in regular classes. Generally, participation is not required and credit is not given.

**Capital Outlay (5000):** Improvements to the District buildings & land.

**Contingencies (7000):** To be used for unanticipated emergencies.

**Appropriation Summary:**

FY23 Appropriations	\$56,276,125
FY22 Carryover Encumbrances	233,241
<b>Total Appropriations</b>	<b>\$56,509,366</b>

6.014

# WINTON WOODS CITY SCHOOLS

Year To Date Summary as of

December 31, 2022

FUND	Beginning Balance	FYTD Revenues	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001 General	\$16,723,102	\$25,067,208	\$25,625,448	\$16,164,862	\$4,925,494	\$11,239,367
<b>Special Revenue Funds:</b>						
018 Public School Support	65,458	54,808	28,793	91,474	4,478	86,996
019 Other Grants	145,072	12,119	16,481	140,710	2,208	138,502
034 Classroom Facilities Maint.	1,427,600	107,671	98,066	1,437,205	60,802	1,376,403
300 District Managed Activity	138,487	167,961	132,266	174,182	82,168	92,014
401 Auxiliary Services	99,525	180,821	197,751	82,595	143,916	(61,321)
439 Preschool Education	0	49,289	48,079	1,210	311	899
451 Data Communication	0	5,400	0	5,400	0	5,400
461 Vocational Ed Enhancements	0	0	0	0	6,200	(6,200)
499 Miscellaneous State Grants	0	0	0	0	209,947	(209,947)
507 ESSER	(148,341)	2,370,444	2,198,080	24,023	5,778,069	(5,754,046)
516 IDEA	17,890	470,731	484,824	3,798	107,013	(103,216)
536 Title I School Improvement	0	30,623	30,625	(2)	69,750	(69,752)
551 Limited English Proficiency	865	59,965	59,386	1,443	6,004	(4,561)
572 Title I, SQI and EOE	19,266	795,852	800,623	14,494	109,112	(94,618)
584 Title IV-A	0	42,335	38,932	3,403	30,571	(27,168)
587 IDEA Early	973	7,288	8,059	201	52	149
590 Title II-A	561	113,821	112,530	1,852	1,346	506
599 Miscellaneous Federal Grants	0	0	0	0	0	0
<b>Debt Service Funds:</b>						
002 Bond Retirement	3,482,565	1,662,473	2,148,996	2,996,042	1,112,628	1,883,415
<b>Capital Projects Funds:</b>						
003 Permanent Improvement	985,700	327,412	85,764	1,227,349	522,739	704,610
004 Building	260,849	12,668	96,461	177,056	163,801	13,255
010 Classroom Facilities	5,045,017	189,894	466,488	4,768,422	1,886,757	2,881,666
007 Special Trust	101,956	25,422	19,907	107,470	33,228	74,242
<b>Agency Funds:</b>						
200 Student Activity	28,000	9,353	14,552	22,801	154	22,647
022 District Agency	0	0	0	0	0	0
<b>Enterprise Funds:</b>						
006 Food Services	1,645,730	960,423	1,212,095	1,394,058	570,794	823,264
<b>Total</b>	<u>\$30,040,276</u>	<u>\$32,723,980</u>	<u>\$33,924,208</u>	<u>\$28,840,047</u>	<u>\$15,827,544</u>	<u>\$13,012,504</u>



# WINTON WOODS CITY SCHOOL DISTRICT

TO: WWCSD Board of Education  
FROM: Randy Seymour, Treasurer  
DATE: December 31, 2022  
SUBJECT: December Investments

The Treasurer requests official approval of the following investments of interim funds made December 31, 2022

	<u>Investments</u>	<u>Interest</u>	<u>Interest Rate</u>	
<b>General Fund:</b>				
Money Markets:				
<b>Star Ohio</b>	\$12,198,494	\$46,026	3.18%	
<b>Meeder Investments</b>	8,729,617	9,088	various	
<b>5th/3rd</b>	3,089,597	1,345	0.20%	Includes earnings credit
	<u>24,017,708</u>	<u>56,459</u>		
<b>Building Fund:</b>				
<b>Local Share:</b>				
Money Markets:				
<b>Star Ohio</b>	<u>4,899,208</u>	<u>17,459</u>	3.18%	
	4,899,208	17,459		
<b>Building Fund:</b>				
<b>State Share:</b>				
Money Markets:				
<b>Star Ohio</b>	<u>107,731</u>	<u>424</u>	3.18%	
	107,731	424		
<b>Total</b>	<u>\$29,024,647</u>	<u>\$74,342</u>		



5785 Constitution Drive, Florence, KY 41042

Phone # 859-746-8403 Fax # 859-746-0250

September 8, 2022

Mr. Steve Shearer  
SHP  
312 Plum Street, Suite 700  
Cincinnati, OH 45202

Re: Winton Woods Early Childhood ESSER  
COR-002 Time Extension Extended Schedule

Dear Dan:

The following price is submitted for your review and acceptance for the work associated with the time extension and additional costs that arose from the extended schedule due to equipment long lead times.

Per the contract, final completion was established as being 4/3/23. It was noted in addendum #2 that the completion date would be extended to accommodate long lead times. Subsequent to the bid, all the current long lead times were compiled and schedule #1 was put together. Currently, the longest lead time is 56 weeks for the switchgear, which is the backbone of the Electrical System and HVAC system. Without the switchgear the HVAC Equipment cannot be operated. The Switchgear was approved and ordered on 8/16/22 and the current lead time was incorporated into Schedule #1. As we are currently pricing PR-01 revisions, the HVAC equipment has not been approved or ordered yet and their current lead times have not begun yet; however currently the switchgear remains the longest lead time. Per schedule #1, the current final completion date for this project 12/11/23.

Therefore the current lead times for the equipment have pushed the final completion of this project from 4/3/23 to 12/11/23; or 252 Calendar Days; or 180 work days.

**Total Cost of Work .....\$ 172,053.59**

**Total Calendar Day Extension..... 252 Calendar days**

Please feel free to contact me if you have any questions or comments.

Thank you,

*Thomas Frank*

Project Manager  
Mark Spaulding Construction Co.



# Change Order Pricing Breakdown

COR # 2

Date: 9/8/2022

Project No: 22-3720  
 Project: Winton Woods Early Childhood ESSER  
 Owner: Winton Woods School District  
 Arch: SHP

Description of Change: Time Extension  
 and additional supervision costs  
 as a result of the extended equipment  
 lead times.

<b>A. LABOR</b>		Additional days requested: 252 Calendar Days 180 Work Days	
Project Manager	320	100.00	\$ 32,000.00
	Hours x	\$/hour	=
Superintendent	1440	75.00	\$ 108,000.00
	Reloc x	\$/hour	=
Carpenter		52.00	\$ -
	Hours x	\$/hour	=
Laborer		48.00	\$ -
	Hours x	\$/hour	=
<b>B. FRINGE BENEFITS</b>			
H&W, Taxes (FICA, SUTA)		7.88	\$ -
Vacation, etc.	Hours x	\$/hour	=
<b>C. EQUIPMENT RENTALS</b>			
		1199.00	\$ -
	Hr/Day/Wk x	\$/unit	=
<b>D. OWNED EQUIPMENT</b>			
Skidsteer		135.00	\$ -
	Hr/Day/Wk x	\$/unit	=
<b>E. TRUCKING</b>			
		125.00	\$ -
	Hr/Day/Wk x	\$/unit	=
Subtotal (A,B,C,D,E):			\$ 140,000.00
<b>F. OVERHEAD &amp; PROFIT</b>		15%	\$ 21,000.00
<b>G. MATERIALS (inc Tax if applicable)</b>			
Fuel for Superintendent Vehicle	36	100.00	\$ 3,600.00
	Qty x	\$/unit	=
			\$ -
	Qty x	\$/unit	=
			\$ -
	Qty x	\$/unit	=
General Conditions	252	875	Waived
	Qty x	\$/unit	=
Subtotal (G):			\$ 3,600.00
<b>H. OVERHEAD &amp; PROFIT</b>		15%	\$ 540.00
Subtotal (A thru H):			\$ 165,140.00
<b>I. SUBCONTRACTORS (see attached)</b>			
<b>J. SUBCONTRACTOR MARKUP</b>		10%	\$ -
Subtotal (I and J):			\$ -
TOTAL COST (A thru H) + (I and J):			\$ 165,140.00
<b>K. MISCELLANEOUS ITEMS</b>			
1. Insurance/Bond	2.50%	of total cost	\$ 4,128.50
2. Safety	1.50%	of total cost	\$ 2,477.10
3. Premium Portion of approved OT wages			\$ -
4. Fees for permits, licenses, etc			\$ -
5. Technology Fee (Procore)	0.1865%	of total cost	\$ 307.99
TOTAL COST (A thru H) + (I and J) + (K):			\$ 172,053.59

**RESOLUTION APPROVING A TAX INCREMENT FINANCING EXEMPTION OF  
THE CITY OF FOREST PARK, OHIO**

**WHEREAS**, pursuant to Ohio Revised Code § 5709.40 *et seq.*, the Board of Education of the Winton Woods City School District (the "Board"), received written notice dated August 26, 2022 (the "Notice"), of the intent of the City of Forest Park, Ohio (the "City") to adopt an Ordinance (the "City Ordinance") declaring improvements to certain parcels of real property located in the City and identified in the Notice and City Ordinance to be a public purpose (the "Exempted Property"); and

**WHEREAS**, the Exempted Property is more fully described in the Notice and City Ordinance attached hereto as Exhibit A; and

**WHEREAS**, the intent of declaring such property to be a public purpose is to provide for the exemption (the "TIF Exemption") of up to one hundred percent (100%) of the value of such improvements for a period commencing on or after the effective date of the adoption of the City Ordinance for a period of thirty (30) years; and

**WHEREAS**, the City intends to make certain Public Infrastructure Improvements as identified in the Notice and City Ordinance that will benefit or serve the Exempted Property; and

**WHEREAS**, the City intends to require the owners of the Exempted Property, pursuant to O.R.C. § 5709.42, to make annual service payments in lieu of taxes to be used to pay for the Public Infrastructure Improvements identified in the Notice and City Ordinance; and

**WHEREAS**, the Notice was provided to the District at least forty-five (45) business days prior to the date the City indicated it intended to adopt the City Ordinance as required by R.C. 5709.40(D)(2) and, on September 26, 2022, the Board conditionally approved the TIF Exemption with the expectation that a mutually agreeable compensation agreement could be negotiated on or before December 31, 2022;

**WHEREAS**, the Board and City were unable to negotiate a mutually agreeable compensation agreement on or before December 31, 2022, but have since been able to do so in the form of the compensation agreement attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Winton Woods City School District:

**SECTION 1.** That the Board hereby approves the TIF Exemption of one hundred percent (100%) of the value of improvements to the Exempted Property for a period of thirty (30) years, pursuant to O.R.C. § 5709.40(D)(2), which the City intends to consider and approve at its meeting scheduled for February 20, 2023, and further approves the compensation agreement attached hereto as Exhibit B, in substantially the form attached hereto as Exhibit B, together with such changes as are approved by the officials signing the compensation agreement that are not substantially adverse to the Board of Education. The approval of those changes, and that such

changes are not substantially adverse to the Board of Education, shall be conclusively evidenced by the execution of the compensation agreement attached hereto as Exhibit B.

**SECTION 2.** The Treasurer shall immediately certify a copy of this Resolution to the City.

**SECTION 3.** That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

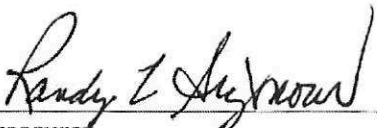
Mr. Berte moved and Ms. Bryant seconded the motion that the above Ordinance be adopted.

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

Yeas: Mr. Berte, Ms. Bryant, Dr. Johnson, Mr. B. Smith, Mrs. Kuhn

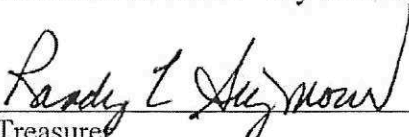
Nays:

ADOPTED this 23<sup>rd</sup> day of January, 2023.

  
Treasurer

#### CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Winton Woods City School District on the 23<sup>rd</sup> day of January, 2023.

  
Treasurer



## Exhibit B

### COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, between the BOARD OF EDUCATION OF THE WINTON WOODS CITY SCHOOL DISTRICT, Hamilton County, Ohio, a city school district and political subdivision of the State of Ohio, including any successors and assigns (the "School District"), and the CITY OF FOREST PARK, Hamilton County, Ohio, a city and political subdivision of the State of Ohio, including any successors and assigns (the "City").

#### WITNESSETH THAT:

WHEREAS, Ohio Revised Code Sections 5709.40 *et seq.* authorize cities to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel or parcels of real property after the effective date of the ordinance granting such exemption; and

WHEREAS, Ohio Revised Code Section 5709.42 *et seq.* further authorizes a City to require owners of improvements subject to a tax increment financing tax exemption to make annual payments to the City in lieu of taxes, together with any other payments required to be made with respect to such improvements and received by the City pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time (collectively, the "PILOTs"), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel or parcels of real property but for the exemption from taxation; and

WHEREAS, Ohio Revised Code Section 5709.43 further requires a City receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such PILOTs, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts and joint vocational school districts impacted by exemption from taxation; and

WHEREAS, pursuant to a letter dated August 26, 2022, the City notified the School District of its intent to create an incentive district (the "Incentive District") and to grant an exemption (the "TIF Exemption"), as authorized by Ohio Revised Code Section 5709.40(C), for one hundred percent (100%) of the Improvement, as defined in Ohio Revised Code Section 5709.40, to certain real property located within the Incentive District located within the boundaries of the City and the School District, which Incentive District is described in Exhibit A attached hereto and made a part hereof ("TIF Site"), for a period of up to thirty (30) years, and to use the PILOTs to pay for or finance the construction of a portion of the public infrastructure improvements that are now or may in the future be necessary for the development of the TIF Site (the "Public Infrastructure Improvements") as specified in the TIF Ordinance (as such term is defined below) in order to induce the real property owners to develop the TIF Site; and

WHEREAS, the City intends to levy special assessments (the "Special Assessments" and together with the Service Payments as defined hereinafter, the "City Revenues") against a portion of the TIF Site in accordance with Ohio Revised Code Chapter 727 for the purpose of paying for or financing the costs of a portion of the Public Infrastructure Improvements; and

WHEREAS, the City intends to borrow approximately \$4,330,000 through the Ohio Department of Transportation, State Infrastructure Bank (SIB) loan program to finance the costs of the acquisition and construction of the Public Infrastructure Improvements (the "SIB Loan") the repayment of which will be secured by a pledge of the full faith and credit and taxing authority of the City, but intended by the City to be repaid with City Revenues; and

WHEREAS, the Board of Education of the School District adopted a resolution on September 26, 2022 that approves the TIF Exemption (the "School District TIF Resolution") on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the City has, pursuant to Ordinance No. \_\_\_\_-2023 of the City Council of the City adopted on February \_\_, 2023 (the "TIF Ordinance"), created the Incentive District, granted the TIF Exemption, and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.40 and 5709.82 permit the City Council of the City and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for real property taxes lost as a result of the TIF Exemption through compensation payments to be made by the City to the School District; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District and the City covenant, agree and bind themselves as follows:

Section 1.                    Approval of the TIF Exemption. As provided in the School District TIF Resolution, the School District approved the creation of the Incentive District, and the School District approves the TIF Exemption for one hundred percent (100%) of the Improvement to each parcel (as it may be subdivided or combined in connection with the acquisition or development of each parcel) within the Incentive District for a period of up to thirty (30) years for the Incentive District, commencing on the first day of the tax year in which an Improvement with the Incentive District first appears on the tax list and duplicate of real and public utility property and that begins after December 31, 2023, and ending on the earlier of (1) thirty (30) years from the date the exemption commences or (2) the date on which the Public Infrastructure Improvements that will benefit the TIF Site are paid in full.

Section 2.                    School Compensation. The School District and the City acknowledge and agree that the City's obligations under this agreement are limited to PILOTs actually received by the City with respect to the TIF Exemption derived from the TIF Site (the "Service Payments"), less (i) the amount of Service Payments necessary to pay debt service on the SIB Loan in an amount not to exceed \$325,000 annually during the term of the SIB Loan, (ii) Service Payments in an amount equal to \$150,000 annually during the period commencing upon full repayment of the SIB Loan and through the remainder of the TIF Exemption (such annual

\$150,000 amount referred to herein as the "City Infrastructure Retainage"), provided that a Deficiency, as such term is hereinafter defined, does not exist for any year in which the City Infrastructure Retainage is otherwise to be deducted from the Service Payments (the "Net Service Payments"); provided also that all available Special Assessments shall be used to satisfy the obligations described in item (i) before any Service Payments are used for such purpose.

During any year, or any portion thereof, in which the School District would have received property tax payments derived from the TIF Site but for the TIF Exemption, the City agrees to pay to the School District, solely from Net Service Payments and subject to Section 3 herein, an amount equal to one hundred percent (100%) of the property taxes the School District would have otherwise received but for the City's authorization of the TIF Exemption, as determined by the Fiscal Officer of the City and certified to the Treasurer of the School District. The School District recognizes that the TIF Site is located within an existing Community Reinvestment Area and the Improvements within the TIF Site are eligible for a one hundred percent (100%), fifteen (15) year tax exemption (each a "CRA Exemption"). For the avoidance of doubt, neither the City nor any other party shall be obligated to compensate the School District for real property taxes lost due to any CRA Exemption.

The School District acknowledges and agrees that the Great Oaks Joint Vocational School District ("Great Oaks") shall receive compensation from the City out of Net Service Payments on a pro rata basis with the compensation due to the School District under this Agreement as may be set forth in a separate compensation agreement with Great Oaks. As a result, the City agrees to pay Net Service Payments to Great Oaks, solely from Net Service Payments and subject to Section 3 herein, in an amount equal to one hundred percent (100%) of the property taxes the Great Oaks would have otherwise received but for the City's authorization of the TIF Exemption, subject to the terms of this Agreement (compensation to the School District and Great Oaks collectively referred to herein as the "School Compensation").

Determination of School Compensation owed to the School District shall be calculated by multiplying the assessed value of the Improvement by an amount equal to the School District's effective millage rate divided by 1,000. For example, if the assessed value of the Improvement is equal to \$20,000,000, and the School District's effective millage rate for that given year is 52 mills, the amount of School Compensation owed to the School District is calculated as follows:  $\$20,000,000 \times 52/1000 = \$1,040,000$ .

Payment of the School Compensation shall be made by the City solely from the Net Service Payments actually received by the City from the real property owners of the TIF Site. The City agrees to use reasonable efforts to cause the County Auditor of Hamilton County, Ohio to collect any Service Payments due from, and unpaid by, the real property owners of parcels within the TIF Site. Payment of the School Compensation shall be made by the City from the tax increment equivalent funds established by the City in the TIF Ordinances (the "TIF Funds"), and nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

Section 3. School Compensation Deficiency. The City and the School District agree that in the event the Net Service Payments available to pay the School District in accordance with this Agreement are insufficient to pay the School Compensation in any calendar year, (A) the amount payable to the School District shall be equal to the amount of Net Service Payments

available for such purpose multiplied by the quotient of the effective residential millage of the School District divided the sum of (i) the effective residential millage of the School District, plus (ii) the effective residential millage of Great Oaks; and (B) the amount payable to Great Oaks shall be equal to the amount of Net Service Payments available for such purpose multiplied by the quotient of the effective residential millage of the Great Oaks divided the sum of (i) the effective residential millage of the School District, plus (ii) the effective residential millage of Great Oaks.

The amount by which the School Compensation exceeds the amount of Net Service Payments available to pay School Compensation under this Agreement shall constitute a "Deficiency" for such year. The aggregate amount of the Deficiency shall be cumulative and shall remain School Compensation owed by the City to the School District each year as described in this Agreement and until the expiration of this Agreement.

In any calendar year in which the amount of Net Service Payments available to pay School Compensation under this Agreement exceeds the amount of current School Compensation payable in such calendar year, and a Deficiency exists, such amount shall be excess Service Payments (the "Excess"), the Excess shall be paid as follows, (A) the amount of Excess payable to the School District shall be equal to the Excess multiplied by the quotient of the effective residential millage of the School District divided the sum of (i) the effective residential millage of the School District, plus (ii) the effective residential millage of Great Oaks; and (B) the amount of Excess payable to Great Oaks shall be equal to the amount of the Excess multiplied by the quotient of the effective residential millage of the Great Oaks divided the sum of (i) the effective residential millage of the School District, plus (ii) the effective residential millage of Great Oaks. The respective cumulative Deficiency shall be decreased by the Excess paid to the School District and Great Oaks respectively, pursuant to this Section.

The City and the School District acknowledge and agree that the aggregate School Compensation payable to the School District and Great Oaks, respectively, shall never exceed an amount equal to the aggregate tax revenue that the School District or Great Oaks, respectively, would have received from the TIF Site without the TIF Exemption, and the City and the School District agree to make reasonable adjustments to the formulae should the aggregate School Compensation payable to the School District and Great Oaks ever exceed an amount equal to the aggregate tax revenue that the School District or Great Oaks would have received from the TIF Site without the TIF Exemption.

Section 4. Service Payment Expenditure Limitations. The City agrees not to pledge the Service Payments towards the repayment of any debt obligations other than (i) the SIB Loan, which shall not be incurred by the City in an aggregate principal amount in excess of \$4,330,000 and the debt service of which shall not exceed \$325,000 in any calendar year, and (ii) debt obligations of the City the debt service of which shall not be payable prior to the full maturity of the SIB Loan and the debt service of which shall not exceed \$150,000 annually. Other than for the purpose of paying School Compensation, Service Payments may only be used (i) as is necessary to pay debt service on the SIB Loan in an amount not to exceed \$325,000 annually during the term of the SIB Loan, and (ii) in an amount not to exceed the City Infrastructure Retainage to pay costs of Public Infrastructure Improvements or debt service on obligations incurred by the City to pay costs of Public Infrastructure Improvements; provided that all Special



Assessments shall be used to satisfy the requirements of the obligations described in item (i) before any Service Payments are used for such purpose.

Section 5.                    Certification of Formula Data. By December 31st of each year this Agreement is in effect, the Fiscal Officer of the City shall certify to the Treasurer of the School District (i) the amount of Service Payments received by the City during such year, (ii) the amount of Special Assessments collected during such year, and (iii) the amount of funds on deposit in the City's TIF Funds as of the day immediately following the final debt service payment date of such year with respect to the SIB Loan during the term of the SIB Loan, or as of December 2, if the SIB Loan is no longer outstanding.

Section 6.                    Certification and Payment of School Compensation. Not more frequently than twice a year, following by no more than thirty (30) days after the semiannual real property tax settlement by the County Auditor of Hamilton County, Ohio, each year during which the TIF Exemption results in the City's receipt of Service Payments, the Fiscal Officer of the City or their designee shall determine and certify the School Compensation, the Deficiency if any, and the Excess if any, and shall pay the amount of School Compensation and the Excess, if any, then due to the School District, and shall provide calculations to demonstrate how such amounts were derived. Notwithstanding anything to the contrary herein, the aggregate amount of School Compensation certified over the term of the TIF Exemption shall not exceed the total amount that the School District would have received in the absence of the TIF Exemption. Any late payment shall bear interest at the then-current rate established under R.C. 5703.47, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time.

Section 7.                    Resolution of Disputes. In the event the School District disputes the amount of the School Compensation, Deficiency, and/or Excess, as certified by the Fiscal Officer of the City or their designee, the School District shall certify, no later than sixty (60) days following the first-half and second-half real property tax settlements, respectively, the basis for the dispute and the amount that the School District claims is the correct amount of School Compensation to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District or their designee and the Fiscal Officer of the City or their designee shall jointly meet, to discuss and resolve the dispute. In the event the Treasurer of the School District or their designee and the Fiscal Officer of the City or their designee are unable to mutually agree on the amount of School Compensation, Deficiency, and/or Excess, the parties shall mutually select an arbitrator from the American Arbitration Association or other agreed upon finance professional who shall determine and certify the amount of the School Compensation, Deficiency, and/or Excess. The City shall then pay such amount within thirty (30) days thereafter; provided, that nothing contained in this Section 7 shall limit either the School District's or the City's ability, after payment and receipt of such School Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

Section 8.                    Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses or such other address as the recipient shall have previously notified the sender of in writing:

Winton Woods City School District:

Winton Woods City School District  
825 Waycross Road, Suite A  
Cincinnati, OH 45240  
Attn: Treasurer

City of Forest Park, Ohio:

City of Forest Park  
1201 W. Kemper Road  
Forest Park, Ohio 45240  
Attn: City Manager

Section 9.                    Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as the TIF Exemption is in effect for any parcel within the TIF Site. This agreement may be amended only by mutual agreement of the School District and the City. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 10.                    Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District and the City and their respective permitted successors and assigns. This Agreement may not be assigned by the City except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the School District, which consent shall not be unreasonably withheld, and this Agreement may not be assigned by the School District except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 11.                    Waiver; No Precedent. No waiver by the School District or the City of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof. The terms of this Agreement shall not be binding on any future negotiations of tax incentives involving the City and the School District.

Section 12.                    Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 13.                    Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14.                    Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the School District and the City have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives all as of the date hereinbefore written.

BOARD OF EDUCATION OF THE WINTON  
WOODS CITY SCHOOL DISTRICT, HAMILTON  
COUNTY, OHIO

By: Randy L. Seymour

Printed Name: Randy L. Seymour

Title: Treasurer

CITY OF FOREST PARK, HAMILTON  
COUNTY, OHIO

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### SCHOOL DISTRICT FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Winton Woods City School District, Hamilton County, Ohio, hereby certifies that any moneys required to meet the obligations of the School District during the year 2023 under the foregoing Compensation Agreement have been lawfully appropriated by the Winton Woods School District, Hamilton County, Ohio for such purpose and are in the treasury of the School District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.



Treasurer

Winton Woods City School District  
Hamilton County, Ohio

Dated: 1/24, 2023



### CITY FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Forest Park, Ohio, hereby certifies that any moneys required to meet the obligations of the City during the year 2023 under the foregoing Compensation Agreement have been lawfully appropriated by the City Council of the City of Forest Park, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

---

Fiscal Officer  
City of Forest Park, Ohio

Dated: \_\_\_\_\_, 2023

STATE OF OHIO )  
 ) ss:  
COUNTY OF HAMILTON )

On this 24 day of January, 2023, before me, a Notary Public in and for said county and state, personally appeared Randy Selman Treasurer of the Winton Woods City School District, Hamilton County, Ohio, who acknowledged the execution of the foregoing instrument and that the same is his voluntary act and deed on behalf of said School District and his free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Sherry D Chambers  
Notary Public  
My commission expires: 5/18/2024

[SEAL]

STATE OF OHIO )  
 ) ss:  
COUNTY OF HAMILTON )

SHERRY D. CHAMBERS  
Notary Public, State of Ohio  
My Commission Expires 05-18-2024

On this \_\_\_\_ day \_\_\_\_\_, 2023, before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, City Manager of the City of Forest Park, Ohio, who acknowledged the execution of the foregoing instrument and that the same is her voluntary act and deed on behalf of said City and his or her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[SEAL]

This instrument prepared by:

Patrick M. Woodside, Esq.  
Frost Brown Todd LLC  
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Cincinnati, Ohio 45202