

INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
MINUTES
Special Meeting of May 7, 2013

A special meeting of the Indian Hill Exempted Village School District was held on Tuesday May 7, 2013, at 6:00 p.m., in the Indian Hill High School Multipurpose Room, 6865 Drake Road, Cincinnati, Ohio 45243 in accordance with notices sent to each member. Roll call showed the following members as present:

Mr. Grafe
Mr. Sharp

Mrs. Johnston

Mr. Lutz

Mrs. Lewis was not present.

Also present were Dr. Miles, Mrs. Toth, Mark Ault, Barb Leonard, Ken Stegman, Martha Stephen, Hilary Kremchek, Ken Miller, Bill Mees, Jeff Zidron, Julie Held, Chris Larbes, Bob McKeever, Bill Baker, Chris Patek, and Forrest Sellers.

EXECUTIVE SESSION (051301) Mr. Sharp moved, seconded by Mr. Lutz, to go into Executive Session at 6:45 p.m. to discuss a personnel matter related to the appointment of school employees. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

The Board reconvened its regular meeting at 7:30 p.m.

PLEDGE OF ALLEGIANCE – Dr. Miles led those in attendance in reciting the Pledge of Allegiance.

ADOPTION OF REGULAR MEETING AGENDA (051302) Mr. Sharp moved, seconded by Mrs. Johnston, to adopt the agenda of the special meeting of the Indian Hill Board of Education, as amended, to include the recommendation for employment of Jeff Zidron, supplemental contract recommendations, and tuition reimbursements. All members present voted aye. Motion carried.

TRANSPORTATION UPDATE – Mrs. Barb Leonard, Transportation Supervisor, provided a brief update on her efforts to re-route the Middle/High School buses to permit a slightly later start time, same dismissal time, and a shorter ride time for students. Mrs. Leonard proposes to separate the Middle/High School public and nonpublic routes in the morning allowing students an extra 15 minutes at home in the morning. Indian Hill Middle and High School will start at 7:35 a.m. next year. Two Middle/High School routes would be eliminated and a total of 5 buses would be needed to collect and transport nonpublic students to their respective high schools in the morning. Afternoon times would remain the same 2:35 p.m. dismissal and 2:40 p.m. departure to maintain the current afternoon routing schedule. A slight cost savings is also projected with these changes.

Mrs. Leonard also mentioned the participation of 12 Indian Hill drivers in the Regional Bus Rode-E-O and two of our drivers, Mr. Tom Wuest, will advance to the State. Mr. Wuest placed 5th in the regional competition and Mr. Darnell placed 7th.

PERSONNEL ACTIONS (051303) Mr. Sharp moved, seconded by Mrs. Johnston, to approve the following personnel matters as recommended by the Superintendent:

A. Employment Contracts – beginning 2013-14 year – attachment for Board members only

Employee Name	Bldg/Assignment	% Contract	2013-14 Salary
Jeff Zidron	DST/Athletic Director*	100	\$95,000.00

*hired under a two-year contract

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PERSONNEL ACTIONS (051303) - continued

B. Approval of Supplemental/Personal Service Contracts – 2012-13 year

EMPLOYEE	CONT	BLD	CONTRACT POSITION/DUTY	RATE	AMOUNT
Gentile, Betsy	SUPP	ES	Curriculum Writing, Soc Studies, 4/12/2013	\$120/day	\$40.00
Sommer, John	SUPP	ES	Curriculum Writing, Soc Studies, 4/12/2013	\$120/day	\$40.00
Gonzalez, Jodi	SUPP	PS	Training, iPad - 4/10/2013	\$120/day	\$30.00
Smallwood, Liz	SUPP	PS	Training, iPad - 4/10/2013	\$120/day	\$30.00
Smith, Cristina	SUPP	PS	Training, iPad - 4/10/2013	\$120/day	\$30.00
Zink, Kate	SUPP	PS	Training, iPad - 4/10/2013	\$120/day	\$30.00
Zidron, Jeff	SUPP	DST	Transition Days, June 2013 (up to 4 days)	Per diem	\$1,461.52

C. Tuition Reimbursements

EMPLOYEE	COURSE	COLLEGE	TUITION
Amy Campa	Tech Tools For Teachers 2	Ashland Univ	\$556.00
Brad Kirk	Education Research	XU	\$1,060.00
Brad Kirk	Education Research Paper	XU	\$530.00
Avery Lewis	Tech Tools For Teachers 2	Ashland Univ	\$278.00
Avery Lewis	Understanding The Common Core	Ashland Univ	\$175.00
Natalie Lohrum	Autism & Asperger's Disorder	Ashland Univ	\$197.50

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

APPROVAL OF TAX INCREMENT FINANCING AGREEMENT WITH SYCAMORE TOWNSHIP (051304) Mr. Sharp moved, seconded by Mrs. Johnston, to approve the following resolution:

This **Tax Incentive and School District Reimbursement Agreement** (the “Agreement”) is made and entered into as of the 8th day of May, 2013, between the **Indian Hill Exempted Village School District**, Hamilton County, Ohio, a school district and political subdivision of the State of Ohio, (the “School District”), and the **Board of Township Trustees of Sycamore Township**, Hamilton County, Ohio (the “Township”).

WITNESSETH THAT:

WHEREAS, the Township notified the School District of its intent to grant an exemption (the “TIF Exemption”), as authorized by Section 5709.73(B), Ohio Revised Code, for improvements to certain real property located within the boundaries of the Township and the School District, which real property is more specifically described in Exhibit “A”, attached hereto and made a part hereof (the “Exempted Property”), by using the property taxes exempted to pay for or finance the construction of public improvements that are necessary for the development of the Exempted Property (the “Public Improvements”) in order to induce Developers to develop the Exempted Property; and

WHEREAS, the Board of Education of the School District is not opposed to the TIF Exemption, provided that the parties hereto enter into this Agreement; and

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**APPROVAL OF TAX INCREMENT FINANCING AGREEMENT WITH SYCAMORE TOWNSHIP (051304) –
continued**

WHEREAS, the Township intends, by resolutions of the Board of Township Trustees of the Township (the “Township Resolutions”), to grant the TIF Exemption and authorize the execution of this Agreement; and

WHEREAS, Ohio Revised Code Section 5709.82 (B) and (C) permit the Board of Township Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for property taxes lost as a result of the Tax Incentives; and

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

Section 1. Approval of the TIF Exemption; Compensation to School District While TIF Exemption in Effect.

(a) The School District waives the forty-five day notice requirement under ORC 5709.73 for this development and approves the TIF Exemption for up to 100% of the further improvements to the Exempted Property, for a period of up to thirty (30) years, commencing with the tax year as established in the TIF legislation to be passed by the Township.

(b) During any year, or any portion thereof, in which the School District would have received property tax payments derived from the Exempted Property, but for the Township’s authorization of the TIF Exemption, the Township agrees to pay to the School District an amount equal to the additional amount of property tax payments derived from the Exempted Property that the School District would have received from the Exempted Property but for the TIF Exemption

Section 2. Confirmation of TIF Compensation Amount. During each year which the TIF Exemption will result in the School District’s receipt of less than 100% of the amount of real property taxes due with respect to the Exempted Property, the Treasurer shall confirm the amount of the TIF Compensation to the Township in the following manner: Within seven (7) days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or TIF related payment in lieu of real property tax payment, the Township shall provide the School District’s Treasurer (and any legal counsel designated by the School District’s Treasurer) with the amount of the proposed TIF Compensation and a copy of the data used to calculate the proposed TIF Compensation. Within seven (7) days of the receipt of such information by the School District Treasurer, the School District (or its legal counsel) shall confirm, in writing, the amount of the TIF Compensation or shall provide the Township with an alternative TIF Compensation amount and the data supporting such amount. Should the School District fail to respond to the Township according to the provisions of this Section 2, the Township shall continue to make the TIF Compensation payment calculated by the Township as detailed in Section 3 of this Agreement. Nothing contained in this Section 2 shall limit either the School District’s or the Township’s ability, after payment and receipt of the TIF Compensation amount, to seek recovery of amounts later deemed to be overpaid or underpaid due to clerical or other error.

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APPROVAL OF TAX INCREMENT FINANCING AGREEMENT WITH SYCAMORE TOWNSHIP (051304) – continued

Section 3. Payment of TIF Compensation. Within twenty days after the Township receives (or would have received, but for the TIF Exemption) a real property tax payment or service payment with respect to the Exempted Property, the Township shall pay to the School District the amount of the TIF Compensation.

Section 4. Resolution of Disputes. In the event the School District disputes the amount of the TIF Compensation as calculated by the Township, the School District shall notify the Township of the basis for the dispute and the amount that the School District claims is the correct amount of TIF Compensation to be paid to the School District by the end of the School District's seven (7) day review period outlined in Section 2. Within 10 days thereafter, the School District Treasurer and Township Fiscal Officer or any Township Trustee, or their designated representatives, shall confer regarding the amount in dispute. Even if a dispute exists, the Township shall pay, within the time period set forth in Section 3, the amount that is not in dispute. Nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of the undisputed TIF Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

Section 5. Late Payments. Any late TIF Compensation payments shall bear interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code (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), except for that portion of a TIF Compensation payment delayed pursuant to a reasonable dispute as provided in Section 4 hereof.

Section 6. 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 School District at 6855 Drake Road, Cincinnati, Ohio 45243, Attn: Treasurer, Board of Education, and to the Township at 8540 Kenwood Road, Cincinnati, Ohio 45236, Attn: Administrator. The School District or the Township, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certificates, requests or other communications shall be sent.

Section 7. 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 any Tax Incentives are in effect. This Agreement may be amended only by mutual agreement of the School District and the Township.

Section 8. Binding Nature of Obligations. The provisions of this Agreement, shall be binding and enforceable by the School District against the Township and all persons who or which shall be successors and assigns of the Township.

Section 9. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not effect the entire Agreement but only that part declared to be unconstitutional, invalid or illegal.


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APPROVAL OF TAX INCREMENT FINANCING AGREEMENT WITH SYCAMORE TOWNSHIP (051304) – continued

Section 10. 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 Township have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

EXHIBIT A



SYCAMORE TOWNSHIP
PLANNING & ZONING
OCT 22 2012
RECEIVED

208 Grandview Drive
Fort Mitchell, KY 41017
P 859.261.1113
F 859.261.1710
www.bayerbecker.com

DESCRIPTION: P & P Real Estate, LLC
3.957 Acres

LOCATION: Montgomery Road

DATE: January 22, 2008

Situate in Section 7, Township 4, Entire Range 1, of the Miami Purchase, in Sycamore Township, Hamilton County, Ohio and being all of the land as recorded in Official Record 10714, Page 2516 & 2518, and Official Record 10713, Page 2483 all of the Hamilton County Recorder's Office and more particularly described as follows:

Begin at the centerline intersection of Montgomery Road and Hosbrook Road, as shown on the right-of-way plans (HAM-22-11.40) for Montgomery Road, thence continuing with said Montgomery Road and along a curve to the right having a radius of 5729.58 feet, an arc length of 281.28 feet, a chord bearing of South 53°38'59" West, a chord length of 291.25 feet, and a delta angle of 02°54'46" to a found monument box; thence South 55°06'21" West, 312.08 feet to a point; thence leaving said centerline of Montgomery Road, South 34°53'39" East, 52.00 feet to a set 5/8" iron pin on the South right-of-way line of said Montgomery Road and the TRUE POINT OF BEGINNING;

thence from the TRUE POINT OF BEGINNING and with said South right-of-way line of Montgomery Road North 55°06'21" East, 312.08 feet to a set 5/8" iron pin;

thence along a curve to the left having a radius of 5781.58 feet, an arc length of 204.02 feet, a chord bearing of North 54°05'41" East, a chord length of 204.01 feet, and a delta angle of 02°01'16" to a set 5/8" iron pin;

thence along a curve to the right having a radius of 40.00 feet, an arc length of 74.96 feet, a chord bearing of South 73°14'10" East, a chord length of 64.46 feet, and a delta angle of 107°22'38" to a set 5/8" iron pin on the West right-of-way line of Hosbrook Road;

thence continuing with said West right-of-way line, South 21°49'32" East, 26.75 feet to a set 5/8" iron pin;

thence continuing with said West right-of-way line, South 11°58'58" East, 382.25 feet to a set mag nail;

thence leaving said West right-of-way line, South 78°04'53" West, 347.41 feet to a found 5/8" iron pin;

thence North 11°55'07" West, 47.90 feet to a found 1/2" iron pin;

thence South 55°10'02" East, 89.59 feet to a found notch;

thence North 34°53'39" West, 247.24 feet to the TRUE POINT OF BEGINNING.

Containing 3.957 acres of land and subject to all easements and rights-of-way of record. The basis of bearings is GPS observation C.A.G.I.S. (NAD-83), surveyed by Bayer Becker on 05-28-07.

CIVIL & TRANSPORTATION ENGINEERING

LANDSCAPE ARCHITECTURE

PLANNING

SURVEYING

07M028 000 3.957 Ac.doc

(REV. 070521)

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

**INDIAN HILL EXEMPTED VILLAGE SCHOOL DISTRICT
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APPROVAL OF SCHOOL BUS BIDS (051305) Mr. Lutz moved, seconded by Mrs. Johnston, to approve the lowest responsible bid from Rush International for the purchase of two 72-passenger school buses at a cost of \$88,470 each. The total of the bids accepted is \$176,940. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

APPROVAL OF SYNTHETIC TURF BIDS - Mr. Lutz, Operations Committee Chairperson, presented an overview of the process of developing the Auxiliary Facilities Master Plan for the Athletic Projects this year. The engagement of community, parents, coaching staff, teachers, and administrators provided great input throughout the process. Chris Patek and Bill Baker of MSA Architects outlined details of the bidding process and evaluation of the bids and many alternates for both the replacement of synthetic turf at Tomahawk Stadium and the installation of synthetic turf at Shawnee Field. Mr. Patek reported that the Village of Indian Hill has already approved the work at Shawnee Field.

(051306) Mr. Lutz moved, seconded by Mr. Sharp, to approve the following low bid from The Motz Group for the replacement of the synthetic turf at Tomahawk Stadium and installation of synthetic turf at Shawnee Field:

Tomahawk Stadium:

- **Base Bid:** \$495,680
- **Alternate #5** – Tomahawk D's w/out pole vault: \$141,900
- **Alternate #7** – Track Surface on D's w/out pole vault: \$ 16,900
- **Alternate #8** – Clean Rubber infill: \$ 8,900
- **Voluntary Alternate #1** – Install smaller logo: (\$ 32,600)

The total contract amount for Tomahawk will be for: **\$ 630,780**

Shawnee Field:

- **Alternate #3** – Monofilament turf system: \$638,800
- **Alternate #9** – Clean Rubber infill: \$ 12,000

The total contract amount for Shawnee will be for: **\$ 650,800**

The total contract amount for both sites will be for: \$1,281,580

Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

ADJOURNMENT (051307) Mr. Lutz moved, seconded by Mrs. Johnston, to adjourn the May 7, 2013 regular meeting of the Indian Hill Board of Education at 8:00 p.m. Roll call vote was as follows:

Mr. Grafe, aye
Mr. Sharp, aye

Mrs. Johnston, aye

Mr. Lutz, aye

Board President

Treasurer