RESOLUTION TO SUBMIT FILING OF A PETITION TO TRANSFER TERRITORY FROM THE GREEN LOCAL SCHOOL DISTRICT TO THE WOOSTER CITY SCHOOL DISTRICT

WHEREAS, the Green Local School District Board of Education and the Wooster City School District Board of Education are parties to a Settlement Agreement, dated May 5, 2021, governing the transfer of certain school district territory from the Green Local School District to the Wooster City School District; and

WHEREAS, consistent with the Settlement Agreement, the Board deems it advisable to petition to the State Board of Education to transfer the property identified in Exhibit A hereto from the Green Local School District to the Wooster City School District, in accordance with Revised Code Section 3311.24(A)(1)(a).

NOW, THEREFORE, BE IT RESOLVED:

- The Board authorizes the submission to the State Board of Education of a petition to transfer the property identified in Exhibit A hereto, consistent with the terms of the Settlement Agreement, attached hereto as Exhibit B.
- 2. The transfer shall be approved and become effective upon approval by the State Board of Education without further action by this Board.
- 3. The Superintendent and/or Treasurer are authorized to take any and all actions reasonably necessary to carry out this resolution and the transfer of said property.

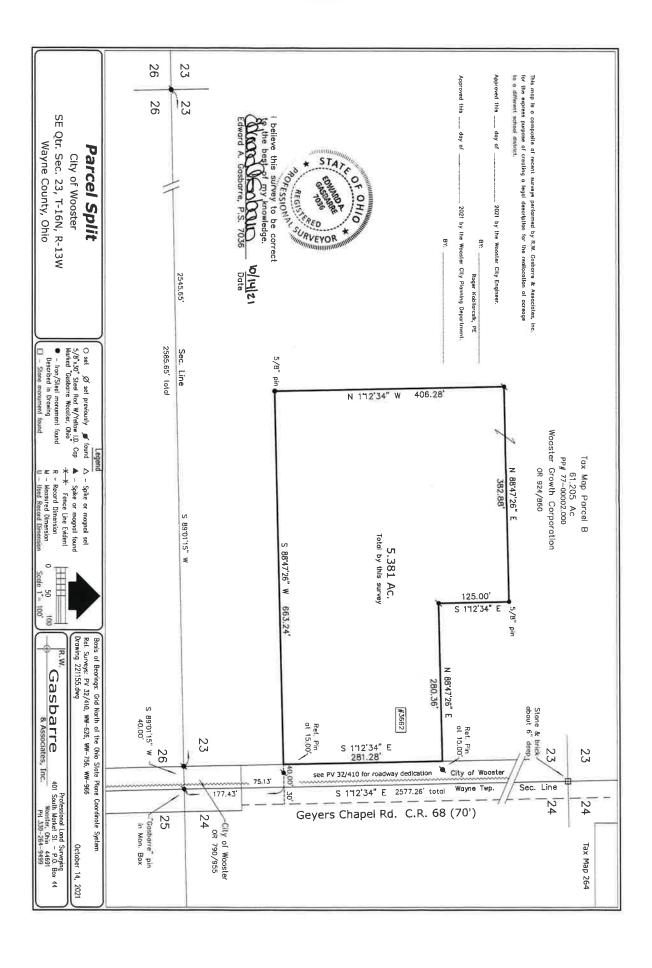


EXHIBIT A

Boundary Description 5.381 Acres

Situated in the State of Ohio, County of Wayne, City of Wooster in the southeast quarter of Section 23, T-16N, R-13W.

Being part of the land described in a deed to **Wooster Growth Corporation** recorded in official record volume 924, page 860 of the Wayne County records.

Described as follows:

Commencing at a capped pin found in Geyers Chapel Road (County Road 68) marking the southeast corner of Section 23 – witnessed by a capped reference pin found S 89° 01' 15" W 40.00 feet.

Thence N 01° 12' 34" W 177.43 feet, along the east line of the quarter section and in Geyers Chapel Road, to a point.

Thence S 88° 47' 26" W 40.00 feet to the west line of the Geyers Chapel Road Dedication recorded in plat volume 32, page 410 and the **Point of Beginning** for the parcel herein described – witnessed by a capped reference pin found N 88° 47' 26" E 15.00 feet.

Thence with the following SIX courses.

- 1) S 88° 47' 26" W 663.24 feet to a 5/8 inch diameter steel pin found.
- 2) N 01° 12' 34" W 406.28 feet to a capped pin found.
- 3) N 88° 47' 26" E 382.88 feet to a 5/8 inch diameter steel pin found.
- 4) S 01° 12' 34" E 125.00 feet to a capped pin found.
- 5) N 88° 47' 26" E 280.36 feet to a point on the west line of Geyers Chapel Road witnessed by a capped reference pin found N 88° 47' 26" E 15.00 feet
- 6) S 01° 12' 34" E 281.28 feet, along the west line of Geyers Chapel Road, to the Point of Beginning.

This parcel contains 5.381 acres.

EXHIBIT A

Prior Instrument: official record volume 924, page 860.

Permanent Parcel #: part of 77-00002.000

This description was prepared by Edward A. Gasbarre, P.S. 7036 from information contained in a survey made under his direction from record information, in October 2021, on behalf of R.W. Gasbarre & Associates, Inc.

A copy of that survey is on file at the Wayne County map office. See survey volume ____, page _____.

All bearings are related and based on Grid North of the Ohio State Plane Coordinate System.

All capped pins, both set and found, are 5/8 inch diameter solid steel rods with identification caps marked "GASBARRE WOOSTER, OHIO" unless otherwise noted.

Edward A. Gasbarre, P.S. 7036

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EXHIBIT A

R.W. GASBARRE & Associates, Inc.

Professional Land Surveyors

401 South Market St. P.O. Box 44 Wooster, Ohio 44691 330.264.9499 William R. Gasbarre, P.S. Edward A. Gasbarre, P.S. gasbarresurveying@embarqmail.com

Roger Kobilarcsik, PE Wooster City Engineering 538 North Market Street Wooster, Ohio 44691

October 14, 2021

Re: Parcel split from Wooster Growth Corp. (#3662 Melrose Dr)

Roger

Included, along with my invoice, are copies of the legal description, reduced scale copies of the survey drawing along with two full scale prints. All for your records.

I will deliver the original documents to your office so that the legal department can prepare the deed.

The contents described below:

5.381 acres – this is essentially the same parcel purchased by the City of Wooster from Roger L. and Patricia A. Berry. The slight difference is the 40 feet of road right-of-way lost to the Geyers Chapel Road dedication amounting to 0.259 acres.

Please proceed as follows:

- Prepare a deed for the above.
- Attach a copy (supplied) of the legal description to it.
- Take the deed with description attached, the original description (supplied), the geometry closure report (supplied) and the original survey drawing (supplied) to Stacy Peppard at the Wayne County Map Office. She will review your deed and advise if any corrections are needed or if you are ready to record the deed.

Thank you for your business and please call with any questions that you may have.

Sincerely,



Edward A. Gasbarre Copy:

"Remember, your property corner monuments are valuable, please leave 6 inches of undisturbed earth around each."

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SETTLEMENT AGREEMENT

This Settlement Agreement is made to be effective on the latest date of signature by a Party hereto (the "Effective Date"), by and between the GREEN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION ("GLSD"), a local school district existing and operating under the laws of the State of Ohio; the WOOSTER CITY SCHOOL DISTRICT BOARD OF EDUCATION ("WCSD"), a city school district existing and operating under the laws of the State of Ohio; and THE CITY OF WOOSTER, OHIO ("CITY"). GLSD, WCSD, and the CITY may be referred herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the CITY is the owner of certain real property consisting of +/- 74.548 acres, and more commonly known as Parcels 77-00001.000 and 77-00001.001, and formerly known as #51-00137.000, of the records of the Wayne County Auditor (hereinafter "the Subject Property"), which is currently located in the GLSD taxing district; and

WHEREAS, the CITY previously filed a petition ("Transfer Petition") with the Green Board of Education to transfer the Subject Property in its entirety to the WCSD taxing district; and

WHEREAS, GLSD previously has forwarded such Transfer Petition to the State Board of Education of Ohio ("State BOE") pursuant to Ohio Revised Code §3311.24 and Ohio Adm. Code §3301-89, and which is now pending before a hearing officer assigned by the Ohio Department of Education ("ODE"); and

WHEREAS, the Parties having taken into account (1) the risk of an adverse determination by the Ohio Department of Education of each Party's respective position, (2) the additional legal and administrative costs each Party would respectively bear in furtherance of this matter, (3) the net advantage to each of the respective parties and its students and community of the resolution embodied herein, wish to fully resolve and dispose of any and all matters and issues between them relating to the pending transfer requests; and

WHEREAS, pursuant to Ohio Administrative Code Sections 3301-89-01(C) and 3301-89-04, the Parties have entered into good faith negotiations concerning the Transfer Petition and have reached an agreement to allow the transfer of the Subject Property in its entirety from GLSD to WCSD as requested in the Transfer Petition; and

WHEREAS, the Parties wish to provide a process for resolving a potential future boundary dispute involving another property (the Beery property described below) that is not covered by the current Transfer Petition, as permitted by Ohio Administrative Code Section 3301-89-04(C)(3); and

WHEREAS, this Agreement is intended to memorialize the Parties' agreements in this regard, and it is deemed a full resolution of the Parties' claims.

NOW, THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties now voluntarily and knowingly agree as follows:

1. Agreement to Transfer. The Parties agree to transfer the Subject Property to the WCSD taxing district such that following said transfer, the Subject Property will be located

entirely within the WCSD. No later than the fifth (5th) business day after the full execution of this Agreement, WCSD shall send a fully executed original version of this Agreement to the State BOE pursuant to Ohio Administrative Code Section 3301-89-01(D). The parties agree to continue to cooperate in good faith to take all other actions necessary under the Ohio Revised Code and/or the Ohio Administrative Code in order to finalize the transfer described herein, including, without limitation, appearing before the State BOE at the time that the State BOE acts with respect to the approval of the Transfer Petition as reasonably requested by the other Party.

- 2. <u>Term.</u> This Agreement shall remain in effect until such time the Parties agree to terminate it, a subsequent transfer of school district territory or modification of school district boundaries renders it superfluous or unenforceable, or it is terminated by operation of any change in law. Nevertheless, any Party may request the Parties meet and confer, and consider in good faith, any changes that any Party may propose due to changed conditions, including changes in law.
- 3. Consideration. Beginning in the first full tax year following the transfer, and in consideration of the fact that the Properties will be subject to the higher effective tax rate of WCSD, the Parties agree to share revenues as follows:
 - A. Property Tax Revenue. WCSD shall make "Compensation Payments" to GLSD which equal the amount of Property Tax Revenue GLSD would have received had the Subject Property remained in GLSD. Compensation Payments shall be calculated by multiplying the total amount of Property Tax Revenue by the ratio of the effective tax rate of GLSD to the effective tax rate of WCSD for the prior tax year ("Ratio"). The Ratio shall be calculated by dividing the applicable GLSD effective tax rate by WCSD effective tax rate, but in no event will the Ratio exceed 1.0. WCSD shall be entitled to the remainder of all Property Tax Revenue. (See Exhibit A for illustration of calculation). For these purposes, Property Tax Revenue shall include any penalties, interest, or CAUV recoupment charges, all as shown on the records of the Wayne County Auditor and Treasurer, and net of any adjustments due to valuation changes.
 - B. Shareable Revenue. WCSD shall also pay to GLSD a portion of other "Shareable Revenue" generated from the Subject Property in accordance with the Ratio calculated above. Shareable Revenue includes any payments in lieu of taxes ("PILOTS") or other compensation paid to WCSD (or directly to GLSD) by CITY, the property owner, or a developer of the property that is intended to compensate the school district or districts for the loss of revenue from the granting of any tax abatement, tax increment financing, or other development incentive that affects the amount of Property Tax Revenue otherwise due from the transferred property or that is consideration for either WCSD or GLSD agreeing to a tax abatement or tax increment financing on the transferred property, and shall include any State of Ohio reimbursement for rollbacks or similar reductions in value or tax collections.

- C. <u>Payments.</u> WCSD shall make all payments required by this Section to GLSD within thirty (30) days of receipt, but property tax advances shall be deemed to be received by WCSD at the time of final settlement.
- 4. <u>Future Development and Tax Changes</u>. This Agreement is intended to survive any subsequent transfer and/or development of the Subject Property, subject to the following terms:
 - A. Tax Abatements, Incentives, and/or Tax Increment Financing Agreements. From and after the effective date of the transfer of territory to WCSD, and subject to the rights of GLSD described below, WCSD shall have all of the rights of the school district in which the territory is located to receive notice of. and to accept or reject, any proposed tax abatement or tax increment financing. Nonetheless, WCSD shall notify GLSD within five (5) business days of its receipt of any statutorily required notice of a proposed tax abatement or tax increment financing, including any proposed compensation for the loss or revenue to either WCSD or GLSD due to the abatement or financing, and CITY shall provide a copy to GLSD of any statutorily required notice it sends to WCSD of a proposed tax abatement or tax increment financing at the time that it is required to provide notice to WCSD. Where the Ohio Revised Code requires approval of the school district in which the property is located for a particular tax abatement or tax increment financing amount or term to take effect, neither CITY nor WCSD shall approve the abatement or tax increment financing on any part of the transferred territory without either:
 - i. Obtaining the approval of GLSD. For these purposes, GLSD shall be deemed to have approved any particular tax abatement or tax increment financing with respect to the duty of the Party not receiving notice of GLSD's disapproval or conditional approval unless, at least fourteen (14) days prior to the date on which WCSD is required by statute to notify CITY of its disapproval or conditional approval, GLSD notifies WCSD and/or CITY that it disapproves the proposed abatement or tax increment financing; or
 - ii. Arranging for GLSD to be Made Whole, which shall mean during the time when the taxable value of any of the Subject Property is reduced due to a tax abatement or tax increment financing, GLSD shall receive, at the sole option of CITY, either:
 - 1. Full compensation for the loss of its share of the Property Tax Revenue that is lost due to the reduction in taxable value from such tax abatement or tax incentive financing, or
 - 2. At least fifty percent (50%) of any new employee payroll tax withholding in addition to its share of property tax revenues from property not subject to abatement or exemption under Section 3 above, as provided in Paragraph B. of this Section,

either pursuant to Ohio Revised Code Section 5709.82 or as though Section 5709.82 were applicable.

- iii. Exhibit B illustrates the calculations of each of these two alternative ways that GLSD may be made whole as an aid to the construction of the Agreement.
- B. Income Tax Set-Off. In the case of any tax-abated development project in which income tax revenue is to be shared pursuant to Ohio Revised Code Section 5709.82 or this Agreement, CITY will be first permitted to recoup from the net income taxes derived from said project, its costs for the installation of new public infrastructure within the territory only as was necessary to support the said project, prior to being obligated to share new employee income taxes, all as provided by and subject to the limitations in Ohio Revised Code Section 5709.82. The CITY will supply to WCSD and GLSD documentation of its expenses in such an instance, and provide an annual accounting of the distribution of income tax revenues generated from the project.
- C. Board of Revision and Board of Tax Appeal Proceedings. From and after the effective date of the transfer of territory to WCSD, WCSD shall have all of the rights of the school district in which the territory is located to receive notice of, initiate, prosecute, settle, and/or appeal any board of revision complaints for the subject property as provided for under the Ohio Revised Code. Nonetheless, WCSD shall notify GLSD within five (5) business days of its receipt of any notices regarding board of revision complaints or hearings regarding the assessed value of property in the transferred territory.
- 5. <u>Future Transfers of Territory.</u> GLSD agrees that it will approve, and take all necessary action to effect a future request to transfer the following property under Ohio Revised Code Sections 3311.06 or 3311.24 to WCSD, subject to the same terms set forth in this Agreement: Parcel # 51-00137.001 of the records of the Wayne County Auditor (aka the "Beery Property").
 - Such transfer, however, is subject to the limitation that at the time the transfer is requested, the property is zoned for commercial or industrial use, and there are no residents then living on the subject property.
- 6. <u>Further Action by GLSD.</u> No later than fifteen (15) days following the receipt of evidence of approval of the Transfer Petition by the State BOE, GLSD shall adopt a resolution ("Transfer Resolution") transferring the Subject Property from the GLSD to the WCSD and shall submit a copy of said resolution to the treasurer of the WCSD.
- 7. Further Action by WCSD. No later than fifteen (15) days following the WCSD treasurer's receipt of a copy of the aforementioned Transfer Resolution from GLSD, WCSD shall adopt a resolution (the "Acceptance Resolution") to accept the transfer of the Subject Property to WCSD. No later than the fifth (5th) business day following the

approval of the Acceptance Resolution by a majority of the full membership of the WCSD Board of Education, WCSD shall file, or cause to be filed with, the Wayne County Auditor, a map showing the boundaries of the Subject Property being transferred from GLSD to WCSD.

- 8. Approval and Authority. Resolution #21-040 was duly approved by the GLSD Board of Education on April 26, 2021, for the purpose of approving (and authoring the signatories under its name below to execute) this Agreement. Resolution 04282021-9.01 was duly approved by the WCSD Board of Education on April 27, 2021, for the purpose of approving (and authorizing the signatories under its name below to execute) this Agreement. 2021-23 was duly approved by the CITY on April 19, 2021, for the purpose of approving (and authoring the signatories under its name below to execute) this Agreement.
- 9. <u>Notices.</u> All notices required by this Agreement to be sent by one Party to another shall be sent, by certified mail, postage prepaid, to the following addresses:

WCSD: Wooster City School District

ATTN: Treasurer 144 North Market Street Wooster, OH 44691

GLSD: Green Local School District

ATTN: Treasurer 100 Smithie Drive P.O. Box 438

Smithville, OH 44677-0438

CITY: City of Wooster

ATTN: Law Director 538 North Market Street

P.O. Box 1128

Wooster, OH 44691-7082

A Party may designate an alternative address by sending notice, consistent with this Section, to the other Parties at any time.

- 10. Waiver. No purported waiver by a Party of any default by another Party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving Party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.
- 11. Entire Agreement. This Agreement sets forth the entire understanding between the Parties concerning the subject matter of this Agreement and incorporates all prior

negotiations and understandings. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any Party (or any officer, director, employee, or agent thereof) to induce the other Parties to enter into this Agreement or to abide by or consummate any transaction contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party unless in writing or signed by the Party to be charged.

- 12. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture.
- 13. Successors and Assigns. Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and except as otherwise specifically provided in this Agreement, their respective successors and assigns, provided, however, that neither this Agreement, nor any rights herein granted may be assigned, transferred or encumbered by any Party, and any purported or attempted transfer or assignment by any Party without the written consent of the other shall be void and of no effect.
- 14. <u>Third Parties</u>. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.
- 15. <u>Joint Preparation</u>. This Agreement is to be deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of rules of interpretation for arm's-length agreements.
- 16. <u>Headings and Illustrations</u>. The headings, captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement. The illustrations include as Exhibits A and B are meant only to demonstrate hypothetical implementations of the corresponding calculations, and are not intended to be limiting or binding upon the Parties.
- 17. <u>Severability</u>. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, other than those as to which is held invalid, shall both be unaffected and enforced to the fullest extent permitted by law.
- 18. Force Majeure. Except as otherwise provided in this Agreement, if any Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement, by reason of strikes, lockouts, labor troubles, inability to procure

materials, failure of power, restriction of law, riots, insurrection, war, Acts of God such as natural disasters, pandemics or epidemics of disease, or other reason of a like nature not the fault of the Party so delayed, then performance of the act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Upon the occurrence of any event causing excusable delay under this Section, the Party seeking extension shall promptly notify the other Party of the cause of the delay, the reasonably anticipated period of such delay, and the steps being taken, or to be taken, if any, to reasonably eliminate or shorten the delay. The Party so delayed shall use reasonable means to eliminate or shorten the delay and shall keep the other Party advised of changes in the situation. In no event shall a Party's lack of funds be deemed grounds under this Section for delay in performance of that Party's obligations.

- 19. Governing Law; Venue. This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Ohio with exclusive jurisdiction in the courts of the State of Ohio and of the United States of America having competent jurisdiction in Wayne County, Ohio.
- 20. <u>Enforcement</u>. In the event any dispute arises with respect to terms of this Agreement, the Parties agree to bear their own costs associated with such dispute and/or the enforcement of the Agreement, including but not limited to, attorney's fees and other such costs of litigation.
- 21. Reasonable Assurances. Each Party agrees that at any time, or from time to time after the execution of this Agreement, they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as such Party may reasonably request in order to fully effect the purpose of this Agreement.
- 22. Counterparts. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterparts, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all the Parties are not signatory to the original or to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have provided signatures from their authorized representatives on the dates set forth below, with the intent this Agreement shall become effective on the Effective Date.

GREEN LOCAL SCHOOL DISTRICT

WOOSTER CITY SCHOOL DISTRICT

BOARD OF EDUCATION	BOARD OF EDUCATION
BY:	BY: Michael The
NAME: Dean E. Frank	NAME: Michael Fefs, Ed.D
ITS: Superintendent	ITS: Superintendent
DATE: 5-5-21	DATE: 4/28/2021
BY: Barbara & Markland	
NAME: Barbara J. Markland	NAME: Bonnie West
ITS: Treasurer	
DATE: 5/5/2021	DATE: 4/28/2021
THE CITY OF WOOSTER, OHIO	
BY: Robert to Breuses	200-
NAME: Robert F. Brenen	nan
ITS: <u>Mayor</u> DATE: <u>4-28-2021</u>	,
DATE: 4-28-2021	
BY:	
NAME:	
ITS:	•
DATE:	

EXHIBIT A

Illustration of Property Tax Revenue Sharing Per Section 3

\$ 125,565

Assumed Market value of C/I property transferred	\$10,000,000
Assessed value @ 35% =	\$ 3,500,000
Wooster CSD effective C/I tax rate =	51.533715 mills
Effective tax rate x assessed value =	\$ 180,368
(Billed taxes for Wooster CSD)	
Green LSD effective C/I tax rate =	35.87583 mills
Ratio of Green LSD to Wooster CSD tax rate =	0.69616231
Ratio x billed taxes =	

(Also equals Green LSD effective tax rate times assessed value)

(Green share of billed taxes)

EXHIBIT B

Illustration of "Made Whole" Calculation Per Section 4

Assumptions:

\$10,000,000 market value of property

\$ 7,500,000 of value abated

\$4,000,000 of new Wooster payroll/year at the site

Wooster income tax rate of 1.5%

Alternative Method 1: Property Tax loss reimbursement

35% assessed value without abatement: \$3,500,000

Times Green LSD Class II Effective Tax Rate 35.87583 mills

=Green LSD Revenue without abatement \$125,565

35% Assessed value of abated value: \$2,625,000

Times Green LSD Class II Effective Tax Rate 35.87583 mills

=Reimbursement required to Green LSD \$ 94,174

(In addition to share of property tax on unabated property, see below = the \$125,565 that Green LSD would have collected without abatement and if the property remained in Green LSD)

Alternative Method 2: Income Tax Revenue Sharing

Unabated value (\$10,000,000 less \$7,500,000) \$2,500,000 35% assessed value of unabated value = \$875,000

Times Green LSD Class II Effective Tax Rate 35.87583 mills

=Green LSD share of tax on unabated value \$ 31,391

Wooster new income tax @ 1.5% of \$4 million \$ 60,000

Green LSD share of new income tax @ 50% \$ 30,000

Total Green LSD shared revenue Method 2: \$ 61,391