

# MINUTES

Special Meeting  
Board of Education  
Troy City School District  
500 N. Market St., Troy, OH 45373  
Wednesday, June 30, 2021, 8:00 A.M.

The Board of Education of the Troy City School District met in Special Session at the Troy Board of Education, 500 N. Market Street., Troy, at 8:00 A.M. on Wednesday, June 30, 2021. The President of the Board of Education, Mr. Tom Kleptz, presided. Following the Pledge of Allegiance, Jeff Price, Treasurer called the roll and the following members of the Board of Education were present: Mrs. Beamish, Mrs. Borchers, Mr. Ham, Mr. Kleptz and Mr. Trostle. Also in attendance were several administrators and visitors.

**RESOLUTION 21-079                      APPROVAL OF THE 2021 AMENDED CERTIFICATE OF ESTIMATED RESOURCES, 2021 APPROPRIATIONS AND ADVANCES**

The adoption of the following resolution was moved by Mrs. Borchers and seconded by Mr. Trostle:

"Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that it approves the 2021 Amended Certificate of Estimated Resources, the 2021 Appropriations and Advances for the fiscal year ending June 30, 2021, a copy of which is attached hereto and incorporated herein by reference as Exhibits A, B, and C."

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-080                      APPROVE CONTRACT CHANGES WITH THE TROY CITY SUPPORT STAFF ASSOCIATION**

The adoption of the following resolution was moved by Mr. Ham and seconded by Mr. Trostle:

"Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that it approves the new negotiated contract with the Troy City Support Staff Association as set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by reference, and that it authorizes and directs the President of the Board of Education, the Treasurer, and Superintendent to sign a fiscal certificate to be incorporated by reference as a part of this contract resolution as is required by Ohio Revised Code §5705.412, a copy of which fiscal certificate is attached hereto and incorporated herein by reference as Exhibit E."

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-081                      BUS BID RESOLUTION**

The adoption of the following resolution was moved by Mrs. Borchers and seconded by Mrs. Beamish:

"Be it resolved that the Troy City Schools Board of Education wishes to participate and authorize the Southwestern Ohio Educational Purchasing Council to advertise and receive bids on said Boards' behalf as per the specifications submitted for the cooperative purchase of four school buses."

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-082                      SETTLEMENT AGREEMENT**

The adoption of the following resolution was moved by Mr. Trostle and seconded by Mr. Ham:

This Settlement Agreement ("Agreement") is entered into as of the last date set forth in the signature lines below (the "Effective Date"), by and between Pella Troy Operations, LLC ("Property Owner") and the Troy City School District Board of Education ("Board of Education"). The Property Owner and the Board of Education may be referred to jointly herein as the "Parties" or individually as a "Party."

WHEREAS, the Board of Education filed a complaint against valuation for tax year 2020 ("Complaint") with the Miami County Board of Revision ("BOR"), being case number 2020-D08-3-020-034-RG, requesting an increase in the value of certain real property located at 1501 Experiment Farm Road and identified on the records of the Miami County Auditor ("Auditor") as parcel number D08-058480 (collectively, the "Subject Property");

WHEREAS, the Property Owner has filed an entry of appearance and/or counter-complaint in this case;

WHEREAS, after considering the potential for increase or decrease in real estate taxes of the Subject Property as a result of the prosecution of the pending valuation complaint and future challenges to the value of the Subject Property, the Parties have mutually agreed to resolve the pending Complaint upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

1. Withdrawal of Complaint in Pending BOR Case. Upon the execution of this Agreement by the Property Owner and the Board of Education and payment of the First Direct Payment to the Board of Education, the Board of Education shall execute and file with the BOR a withdrawal of the Complaint for the Subject Property for tax year 2020. The Property Owner shall not appear before the BOR and advocate for a value other than the Auditor's value for tax year 2020.
2. Direct Payments to Board of Education. Prior to the hearing on the tax year 2020 complaint before the BOR, the Property Owner shall pay a direct payment to the Board of Education in the amount of Ninety-Nine Thousand, Three Hundred Twenty-Five Dollars (\$99,325) ("Direct Payment"). This shall constitute all tax revenue foregone by the Board of Education for tax year 2020 as a result of the withdrawal of the Board of Education's Complaint.

To avoid the necessity of a BOR complaint for tax years 2021 through 2024 if the Miami County Auditor ("Auditor") values the Subject Property at an amount less than \$11,550,000 ("Sale Price"), the Property Owner shall make second, third and fourth direct payments ("Second Direct Payment")("Third Direct Payment")("Fourth Direct Payment") to the Board of Education for tax year 2021, 2022, and tax year 2023, to be calculated as follows for the Second Direct Payment: (The Sale Price of the Subject Property minus the Auditor's Value (for tax year 2021)) multiplied by thirty-five percent (35%), the total of which is multiplied by the Board of Education's millage rates for tax year 2021.

The Third Direct Payment shall be calculated as follows:(The Sale Price of the Subject Property minus the Auditor's Value (for tax year 2022)), multiplied by thirty-five percent (35%), the total of which is multiplied by the Board of Education's millage rates for tax year 2022.

The Fourth Direct Payment shall be calculated and equal to fifty percent (50%) of the following: (The Sale Price of the Subject Property minus the Auditor's Value (for tax year 2023)), multiplied by thirty-five percent (35%), the total of which is multiplied by the Board of Education's millage rates for tax year 2023.

No direct payment shall be due by the Property Owner to the Board of Education for tax year 2024.

The Direct Payment shall be made in the form of a corporate check, certified check, or cashier's check payable to the Troy City School District Board of Education and delivered to the Treasurer of the Board of Education at 500 N. Market Street, Troy, Ohio 45373, or delivered to counsel for the Board of Education at the following address: Derek L. Haggerty, Scott Scriven LLP, 250 East Broad Street, Suite 900, Columbus, Ohio 43215. The Second Direct Payment, Third Direct Payment, and Fourth Direct Payment as set forth in this Section shall be made in the form of a corporate check, certified check, or cashier's check payable to the Troy City School District Board of Education and delivered to counsel for the Board of Education at the following address: Derek L. Haggerty, Scott Scriven LLP, 250 East Broad Street, Suite 900, Columbus, Ohio 43215. The Second, Third, and Fourth Direct Payments shall be made each year between January 1 and March 1, beginning in calendar year 2022.

- 3. No Filing Provision.** The Parties and their successors, heirs, assigns, agents, board members, tenants, and attorneys shall not file, or cause to be filed, an original Board of Revision complaint for tax years 2020, 2021, 2022, 2023, and/or 2024 unless: (a) the Subject Property was sold in an arm's length transaction after the Effective Date of this Agreement; (b) the Subject Property lost value due to some casualty; (c) a substantial improvement was added to the Subject Property; and/or (d) an increase or decrease of at least fifteen percent in the Subject Property's occupancy has had a substantial economic impact on the Subject Property. Additionally, the Parties and their successors, heirs, assigns, agents, board members, tenants, and attorneys shall not file, or cause to be filed, a complaint for tax years 2020-2024 pursuant to Ohio Sub. S.B. 57, Section 3 (134th General Assembly) or any other provision of the Ohio Revised Code. Notwithstanding the foregoing, the Board of Education may file an original Board of Revision complaint for tax years 2021, 2022, 2023, and/or 2024 if the Property Owner fails to make any of the direct payments set forth in Section 2 of this Agreement. Additionally, the Property Owner may file an original Board of Revision complaint for tax years 2021, 2022, 2023, or 2024 if the Auditor's value is above the sale price of \$11,550,000.

It is the intent of the Parties that the Auditor's ("Auditor") tax year 2020 value be carried forward to tax year 2021. Such values are the following:

Tax year 2020: \$3,369,400

Tax year 2021: \$3,369,400

Notwithstanding the foregoing, in the event that the Auditor does not carry-forward to tax year 2021 the value of \$3,369,400, the Property Owner and/or Board of Education may file an original complaint with the BOR. Furthermore, the Parties will take all such actions necessary to implement the value of \$3,369,400 for tax year 2021 prior to the tax duplicate being filed. The parties will take the same such actions, and the Property Owner and/or Board of Education may file an original complaint with the BOR, for tax years 2022, 2023 and 2024 if the Auditor's value for tax year 2022 is not carried forward to tax years 2023 and 2024. The Parties will take all such actions necessary to implement the Auditor's value for tax years 2022, 2023 and 2024 prior to the tax duplicate being filed. Nothing in this Section 3 shall relieve the Property Owner of its obligation to make the Direct Payments to the Board of Education as set forth in Section 2 of this Agreement.

4. Change in Value Provision. The Board of Education expressly agrees that if the BOR and/or Auditor declines to accept or give effect to the Board of Education's withdrawal of its Complaint or if the Auditor determines a value other than the Auditor's value of

\$3,369,400 for tax years 2020 or 2021; or the 2022 Auditor's value for tax year 2023, and the change in value is not the result of a subsequent sale or improvement made to the Subject Property, any of which would result in the Property Owner being responsible for the payment of additional taxes, then the Board of Education shall refund to the Property Owner the amount that would be distributed to the Board of Education through the real property tax system up to but not exceeding the total of the Direct Payments set forth in Section 2 of this Agreement, and no additional amounts shall be due from the Property Owner to the Board of Education, notwithstanding anything contained herein to the contrary. In the event of such a refund, the Property Owner and the Board of Education agree the Board of Education shall not receive less than the amounts due herein through a combination of the respective Direct Payment from the Property Owner and the amount(s) distributed to the Board of Education through the real property tax system for the affected tax year. If the BOR or Auditor decline to accept or give effect to the Board of Education's withdrawal of the Complaint, or subsequently changes value as herein provided above, the Property Owner shall notify the Board of Education, by and through counsel, by forwarding a copy of the Auditor's values and other relevant information related to tax year 2020, 2021, 2022 and/or 2023 values. The Board of Education shall refund any amounts due to the Property Owner within thirty (30) days following notification to its counsel. It is the understanding and intent of the Property Owner and the Board of Education that in the event of such refund, the Board of Education shall not receive less than the amounts due herein through a combination of the Direct Payment from the Property Owner and the amount(s) distributed to the Board of Education through the real property tax system for the affected tax year. For example, if the Auditor sets a higher value for the Subject Property in tax year 2020 that caused the Property Owner to pay the Board of Education an additional \$20,000 through the real property tax system, the Board of Education shall refund \$20,000 from the Direct Payment for tax year 2020 and the Board of Education shall retain \$79,325 from the Direct Payment.

5. General Provisions.

a. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

b. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not set forth expressly in this Agreement.

c. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be in Miami County Ohio. Should the Board of Education have to initiate legal action to enforce the Direct Payment provisions set forth in Section 2 of this Agreement, the Property Owner, including any successor, heir or assign of the Property Owner, shall indemnify and hold the Board of Education harmless for any legal fees, costs, and/or expenses associated with such legal action.

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- d. Each Party acknowledges that it has had an opportunity to review and revise this Agreement and the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- e. The Parties represent and warrant that the individuals executing this Agreement do so with the authority to bind the Property Owner and the Board of Education.
- f. This Agreement may be executed in counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute one and the same instrument.
- g. The Parties agree that this Agreement, or counterparts as provided herein, may be executed and transmitted via facsimile and shall, when so executed and transmitted, be valid as though an original.
- h. The Parties agree that this Agreement shall not be presented or introduced into evidence in any tax appeal proceeding (including but not limited to any future hearing before the BOR). This Agreement shall only be presented or introduced into evidence in a breach of contract proceeding.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-083                      SETTLEMENT AGREEMENT**

The adoption of the following resolution was moved by Mrs. Borchers and seconded by Mr. Trostle:

This Settlement Agreement ("Agreement") is entered into as of the last date set forth in the signature lines below (the "Effective Date"), by and between Auto Real Estate #4, LLC ("Property Owner") and the Troy City School District Board of Education ("Board of Education") (collectively, "Parties" or individually, a "Party").

WHEREAS, the Board of Education filed a complaint against valuation for tax year 2020 ("Complaint") with the Miami County Board of Revision ("BOR"), requesting an increase in the value of certain real property identified on the records of the Miami County, Ohio, Auditor as parcel number G14-001500 ("Subject Property"), and the Property Owner filed a counter-complaint ("Counter-Complaint");

WHEREAS, after considering the potential for increase or decrease in real estate taxes of the Subject Property as a result of the prosecution of the pending appeal and future challenges to the value of the Subject Property, the Parties have mutually agreed to resolve the pending appeal upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

1. Stipulation of Value. Upon the execution of this Agreement, the Parties shall execute and file with the BOR a stipulation of value for the Subject Property stipulating to a fair market value of Four Million, One Hundred Thousand Dollars (\$4,100,000) for tax year 2020.
2. No Filing Provision. The Parties and their successors, heirs, assigns, agents, board members, tenants, and attorneys shall not file or prosecute, or cause to be filed or prosecuted, an original Board of Revision complaint for tax year 2020 for any reason. This provision shall apply, but is in no way limited to, the filing of a complaint under Ohio Senate Bill 57 (134th General Assembly).

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-084                      PERSONNEL ITEMS**

The adoption of the following resolution was moved by Mr. Ham and seconded by Mr. Trostle:

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that the personnel actions, as set forth in Exhibit F, a copy of which is attached hereto and incorporated herein by reference, be approved.”

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-085                      ADJOURNMENT**

It was moved by Mr. Trostle and seconded by Mrs. Borchers that the meeting be adjourned at 8:26 a.m.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

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Tom Kleptz, President

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Jeff Price, Treasurer

To: Chris Piper  
From: Mark A. Barhorst  
Date: 6/28/2021  
Subject: Personnel Agenda: June 30, 2021 Board of Education Meeting

Exhibit: F

***I. RESIGNATIONS, RETIREMENTS and DISCHARGE***

**Macgreggor Allen**-- Substitute teacher and classified substitute, resignation effective 6/18/2021  
**Tommy Lawson**-- Bus Mechanic, Transportation, resignation effective 7/2/2021  
**Heather Shaffer**-- Substitute teacher, resignation effective 6/19/2021  
**Holly Smith**-- Intervention Assistant, Cookson, resignation effective 6/24/2021  
**Heather White**-- Substitute teacher, resignation effective 6/28/2021  
**Jessica Wright**-- 3<sup>rd</sup> Grade teacher, Hook, resignation effective 7/1/2021

***II. EMPLOYMENTS • all subject to proper certification and experience, where required, and contingent upon negative fingerprinting results.***

***A. Administrative- Set salaries for the 2021-2022 school year***

**Chris Piper- Superintendent \$156,022.60**  
**Jeff Price-- Treasurer \$147,917.00**

***B. Teaching***

**Mary Roll**-- 3<sup>rd</sup> Grade Teacher, Hook, M15/Step 11, effective 8/12/2021  
**Amanda Yantis**-- TESOL, Concord, B/Step 1, effective 8/12/2021  
**Peyton Yeary**-- 1<sup>st</sup> Grade Teacher, Hook, M/Step 3, effective 8/12/2021

***C. Classified***

**Cortney Greth**-- Health Clinic/LPN, junior high, Step 5, effective 8/16/2021  
**Ronda Walker**-- Health Clinic/LPN, high school, Step 10, effective 8/16/2021