

WHITE RIVER TOWNSHIP BOARD MEETING
TRUSTEE'S NOTES
MARCH 22, 2012

ATTENDEES: Mark Messick, Greg Rainbolt, David Pollard, Peggy Young,

Mary Lou Habicht, Annette Rainbolt, John Steed, Scott Alexander, Dann Veldkamp, Jody Veldkamp

Greg Rainbolt called the meeting to order at 7:30 PM and welcomed everyone to the March 22, 2012 WRT Board Meeting. This was followed by the Pledge of Allegiance.

Greg Rainbolt: This meeting was called because of the tone and the manner of the lease negotiations proceeding between the Trustee and the CG Community School Corporation and expenditures related to the negotiations. I will give the Trustee every opportunity to speak on his behalf. I am glad that we are able to house the Sheriff's Department substation and the CG Alternative Academy in space at the WRT building. The agreements made by the previous trustee were in effect before the installation of the newly elected Township officials. The agreements were bargained in good faith by the Sheriff's Department and the CG Community School Corporation. WRT residents fund the CG Community School Corp. and the Township Government along with other Townships that fund the county Sheriff's Department. I will give you a brief history of what has proceeded. There was a building swap agreement where the Township swapped buildings their newly built building with the School Administration which is this location here. In that agreement it stated that if Township government would go away or move from this building that CG School Cooperation would retain possession of this building. As the new Trustee got into office around the summer of 2011 he brought to note that he did not believe the agreement was legal and binding. He gave Mr. Buschmann a call and Mr. Buschmann gave his thoughts on that manner. We can read through it and stuff and basically what Mr. Buschmann quoted you know I have here and we need to read through it is basically for the lease to be a legal effective body between an inner local agreement it had to be signed both by the executive and legislative bodies which we did not agree, we agreed with his opinion but we did not agree with the manner that it should proceed. We thought it should be left alone, it was bargained in good faith and it is a WRT funded government entity just like us and you know I thought everything was working you know so that supports reluctance to the manner. But if that was the opinion of the attorney and the Trustee wanted to proceed with it, there was nothing much we could say to that. The Board supported the School Corporation and said so in the public meetings, actually Board meetings and talking with members of the administration and just what I stated. The Board said they would like if there had to be a new lease agreement they would like it to mirror the agreement that was in place for it to take effect. The first draft the Trustee gave to the School Corporation did not mirror that agreement. The negotiations became contentious in my opinion. I thought there was some animosity, this is my opinion, towards the school for some reason and that is my opinion. As these negotiations went along and the additions and subtractions came into this lease

negotiations the school decided to vacate this building. They decided to move the CG Alternative Academy into the old Maple Grove building and they notified that they would be out of this building in June 2012. As that went on we stated it was going to be a moot point to continue with this anyway along with involving attorney fees. The legal fees have been adding up on both sides. Just recently I know that the School Corporation had to retain counsel. During this time the Trustee proposed a building swap, that the School Corporation swap this building, if they wanted to use this building they could buy the Township another building at another location and remodel it to their specifications if they wanted to retain this. In my opinion that is the Trustee's proposal. He did not bring it to us. Him and I talked privately about a scenario if we could trade, if the School Corporation wanted and we could trade buildings and everything would I be agreeable with it? I said I would be agreeable with something if it was of smaller space because we don't need this large of a thing and it made economic sense for the Township. Also I said I am one of three Board members also during this conversation. Unfortunately since this has happened the legal fees have been adding up and the building swap, I have a question for the Trustee about retaining an architect to make a drawing for a building we do not own. We will address that later. The reason I tried to liaison a little bit when I thought things were getting contentious and at times I would speak with Mark and he said we are getting close you know and there are a few items here and there and that you know we are getting closer. So if I would go over to talk to the administration and ask them, I said I hear we are getting closer and they would relay there were still some subjects that they keep on adding in there that Mr. Messick keeps on deleting and so the negotiations were not through. Around the first of the year in February things were getting still contentious and Mark said he would go to the media because he did not find that the School Corporation was bargaining in good faith. So that was because they did not put and he can answer this question, that is because they did not put it on the February School Board agenda. So for the March agenda and this is when I became involved and decided to call this meeting there was a letter sent by Mr. Watson and I did not appreciate the tone or the manner in which it was sent and the threatening items in it. I thought that was the last straw for me to bring it out so we could talk about it and with the cost adding up and the contentiousness of it and since in basically 2-3 months they will be gone out of this building. That is why we are here. Actually I spoke with Mr. Watson and Mr. Messick has made it very clear that Mr. Watson is his attorney. He says he is our attorney, it has been stated in public meetings that we shall use Mr. Buschmann. But in this letter which basically had this meeting scheduled why I felt it needed to be scheduled Mr. Watson included the Township and as you know the Township consists of an executive and a legislative body and I thought it referred and implied that the whole Township was being addressed. So I took exception to that and I called Mr. Watson with Mark there in a teleconference and spoke to him and in this, actually I will read this email. It is a public record I spoke to and got from the administration. If you would this is from Williams, Barrett and Wilkowski and it is to Richard A. Arkanoff, Superintendent.

(Peggy Young read the email – please see attached copy)

Dave: I have a comment, it is absolutely shameful.

Greg: The next step and I'm just about finished with my portion at the moment but in the next step, the attorney fees up-to-date and I have broke them down is \$3220 for Mr. Watson just for work on the school lease and for Mr...

Peggy: That is up until when?

Greg: Up until I got the...

Peggy: What is the last invoice?

Greg: February, the last invoice date.

Peggy: So that includes March?

Greg: The last invoice date, no it is continuing and then Mr. Buschmann's is \$554 to date and I have separated them by what they are according to. Also I find it disturbing that the Trustee which I found out when I got the February end of the month records that he spent \$2800 on Architectural Concepts' drawing for a building that we do not own. It was part of the proposed I believe the proposed building that he entertained swapping with the School Corporation. That is my, for right now. Peggy would you like to state something? I will give my Board members an opportunity to state something and I will give Mr. Messick all of the opportunity that he needs to address.

Peggy: Do we have a purchase order for this building or purchase agreement?

Mark: For what building?

Peggy: The building that you spent \$2800 with an architectural firm?

Mark: No.

Peggy: So we are spending \$2800 on a building...

Mark: I will address that when you give me a chance to talk.

Peggy: Ok, we are also here for financial questioning. So as I went through it looks like we might to be fiscally responsible check into looking for another accountant who in 05-06 charged us \$180 per hour and then in 2011 \$295 an hour which is an increase of 80% and now this year bumped it up again \$30 to \$325 an hour. So we have an accountant making \$325 an hour and two attorneys here making \$140 each an hour. It might be a government rate but now we have I mean we have two attorneys here so that is \$280 an hour tonight. So we may check into that.

Greg: Dave do you have anything before I give it to Mark?

Dave: Please. (Addressing Mr. Buschmann) Be patient please. I am going to talk about you.

Stephen Buschmann: That is fine.

Dave: I want you to know that I respect your expertise in local government in fact I think you do very well. Did you ask for Mr. Buschmann to be here tonight Mark?

Mark: Yes I did.

Dave: I mean Greg?

Greg: No I didn't.

Dave: Did you Peggy?

Peggy: I did not.

Dave: I did not either. On January 3, 2012 it is in our minutes recorded, Mark Messick, this is Mark talking, Watson represents me when I want him to. Buschmann represents you guys mainly. (Addressing Mr. Buschmann) You're here because Mr. Messick asked you to be here.

Stephen Buschmann: Correct.

Dave: But you represent us, you do not represent him.

Greg: He represents him also Dave.

Dave: That is not what it says here.

Stephen Buschmann: My understanding is when I am engaged I represent the government entity. If Mark directs me to answer questions from you I do so you know but I mean in all

townships I work with and I work with a large number of them my client is the government entity.

Dave: Then this record is incorrect right?

Stephen Buschmann: I mean the government entity has a number of elected officials.

Dave: His statement was that you represent us. So he is incorrect in that right?

Stephen Buschmann: I mean...

Greg: Mr. Watson, his statement...

Dave: Listen I'm not picking on you. I have no problem with you. I have a problem with him.

Greg: Dave if I could interrupt you please.

Dave: Sure.

Greg: Mark's statement is that Mr. Watson only represents Mark, the Trustee, and not the Board. He has stated that Mr. Buschmann...

Dave: It says it right here.

Mark: Dave if you will let me answer that for you.

Dave: You will have a minute to talk in just a minute.

Mark: Ok fine when you're done.

Greg: So that's why.

Peggy: So Mr. Buschmann represents us and Mark when Mark wants that.

Dave: I don't understand that. That is my problem. I have never seen an attorney do that. You know if I have an attorney that is representing me I'm not going to talk to my opposing attorney. I'm a little bit confused on that.

Stephen Buschmann: I will tell you how I operate with lots of townships because I represent a lot and over the years and matter-of-fact I have a township that I have just come up with that happens to be opposite political parties. The Board wanted its own counsel and the Trustee said no but he said you know we have a lawyer who represents the entire Township, if you have a question he would prefer just the Chairman of the Board call because that way I don't get seven calls and have to give seven answers and charge seven times.

Dave: I understand that.

Stephen Buschmann: And I have received calls from them. Essentially it is the government entity. By statute Trustee engages counsel and selects the counsel.

Dave: But he can have an exclusive counsel himself.

Stephen Buschmann: Well even if a counsel is paid by the government entity it is counsel for the government entity.

Dave: Then we have access to Mr. Watson also.

Stephen Buschmann: In all of the townships I represent that is the way it goes.

Mark: You do have access to Mr. Watson as evident by what Greg saw in my office the other day.

Greg: Well.

Mark: Answer the question here Mr. Buschmann if you would for me, when I engaged you and we talked about working for the Township, was the primary emphasis going to be that you were going to represent the Board when there were disagreements with the Trustee?

Stephen Buschmann: Yes what you indicated to me was my primary emphasis would be to be available to answer questions they may have when they wanted you know someone to consult maybe other than because I knew there was another township attorney.

Mark: Then the other times I have engaged you has been on work that you have previously done for the Trustee prior to me taking office.

Stephen Buschmann: Correct.

Peggy: So if we wanted to contact Mr. Watson we can contact Mr. Watson?

Mark: You can talk to Mr. Watson, yes. I would prefer that you talk to Mr. Buschmann but you can talk to Mr. Watson.

Greg: Well that is not what was stated in public meetings before.

Peggy: But I would prefer to be fiscally responsible and not be calling every time I needed an answer.

Dave: Excuse me, she said she has another question, is that ok?

Greg: Yes.

Peggy: My question is on 10/27 you were contacted by Mr. Messick regarding burial issue and disposal of property of decedent. What property?

Mark: The property was we had an applicant that passed away and what had happened was the family came and said that they did not want anything to do with burying the applicant. Because the applicant is the deceased. They indicated that there wasn't any value, that the applicant did not have any assets. We sent an inspector and we discovered that they did have assets. We asked that we be able to have a power chair, a lift chair, and a TV that we could use to offset the expense that we used to have the applicant cremated and we took possession of those.

Peggy: How did you take possession of those?

Mark: I physically put them in my truck.

Peggy: Did you have a court order?

Mark: I did not need a court order because I talked to the coroner, I read the statutes, I talked to Mr. Buschmann and we were able to take possession of those things.

Peggy: You do not have to have a court order?

Mr. Buschmann: Townships have a lien against all assets of a person that they bury.

Peggy: We don't file a lien or it's automatically...

Mr. Buschmann: It depends. If the coroner takes control, the coroner actually takes control of the assets and we have first lien. So if it is a case where the coroner took control we would simply get them from the coroner, we don't have to do anything. There is another statute whereby a township has a claim against the estate if an estate is open. If the estate isn't open which is often times going to be the case here and there is property you may deal with the heir, as long as there is not a surviving spouse or dependent children again we have a priority claim if the estate is never open which is normally the case and there are heirs you can deal with them but essentially again we have a first lien on the property up to the value of the burial.

Peggy: You don't have to file a lien it's just automatic?

Stephen Buschmann: You don't file a lien if there is nothing to file against. If an estate is open you have to make a claim against it.

Dave: That's interesting.

Peggy: So that was legal then?

Stephen Buschmann: I'm assuming he dealt with all the heirs and nobody is complaining which they are the people who would have a right to make a claim.

Dave: What has happened to the property?

Mark: We have the property. The TV was able to be used as a monitor and the Township has tagged it as being property and is listed on our property list. The lift chair was so soiled and had cigarettes burns and things like that in it and it smelled up our office and basically we determined that it was nothing more than trash. We asked the Senior Citizens of Johnson County if they would be interested in it and they sent someone to pick it up. The Senior Citizens of Johnson County took it because we had no value in it. The power chair we contacted a company in Lafayette and it has value and if and when I have the opportunity to take it to Lafayette so I don't have to spend \$400 to ship it up there I will take it up to Lafayette and we will be paid for the power chair from the people in Lafayette who will buy it from the Township. The power chair is located in our vault and has been, before, it was sitting out in the open for a long time but now it is sitting in the vault.

Greg: Anything else before I give Mark a chance to talk?

Dave: I'm good for now.

Greg: Go ahead Mark and state your case.

Mark: I don't know if there is really a case here because as the executive I think I am the one that needs to negotiate the terms of the lease. As the executive also if I find that we are noncompliant with the State Board of Accounts and Indiana Code it becomes my responsibility to make sure that we are compliant with the SBA and also with Indiana Code. As far as the negotiations with the school, I had talked to them back in the spring when Beth Bryant had said something about a sign because we were getting ready to remove our sign out front because of how it looked and she had indicated that she had a sign that had got the approval of the Trustee and that they would be putting up and I said that was fine, I don't have a problem with it but I do think we need to take a look at what it says in the lease about that and who is responsible for different things along those lines and you know that was probably the start of it but it wasn't actually with the school. I contacted Mr. Long originally about a lease and about the fact that I did not feel like that we had a lease and all we had was a letter of intent which did not satisfy on a number of grounds. The first grounds would be it was never signed by anybody from the School Board that has the authority to sign. It was signed by an assistant superintendent and not by any member on the School Board and there had been no action by the School Board giving the authority to that assistant superintendent to act on their behalf as far as signing the lease or an attempted lease. Also because the terms of the letter of intent indicated that the lease would be for more than 3 years and Indiana Code is very clear for Townships not necessarily for Schools but for Townships any lease over 3 years must have the approval of the Township Board and that did not exist. I knew at that point without even talking to Mr. Buschmann that we did not have a legal document. Because I had served on the Board and the Board had asked on numerous occasions for the Trustee to produce the lease with the School Corporation as reference to the Academy. We had asked for that prior to them starting construction, we asked for that during (end of cassette) construction and we asked for it after construction. But before doing any of this I had talked to Mr. Watson and asked him early on in June that one of the things that I wanted him to prepare for me besides weed control and some other things would be a lease for the School Corporation. So we started all the way back in June originally and just got around to talking to the school when the school came back in session. As far as contentiousness, we negotiate and I think sometimes negotiations can be contentious but I have actually all of the correspondents that I had with Mr. Long or with Mr. Arkanoff and

everywhere in here I don't think we find any contentiousness and we find each other thanking each other and looking forward to doing things and getting things done. Part of my frustration came though as...

Stephen Watson: Mark I want to be careful, we have made progress, good progress in resolving this matter and I don't want comments that might be made in terms of the history and the background to taint the progress that we have made in this matter. And so I would like if you don't mind to kind of give a summary of where we are as of today. I think that might be helpful. This past week the Board met, the School Board met that is. I don't know what happened at that meeting. I do know that the following day I had a conversation, a rather lengthy conversation, with their attorney that has been engaged to represent them in resolving and ending up with a written lease agreement for this. It was a productive conversation and I believe then either at the end of that day or the following day which I guess would have been yesterday we reached an understanding as to what the form of that agreement would take and late yesterday afternoon I received a proposed draft and Mark has reviewed it and I have reviewed it the substance of which appears in general to be acceptable and we have copies here if you are interested in seeing it. There are a few minor what I would consider clarifications that need cleanup things that I don't expect the material to be an issue to the school that I am prepared to send hopefully tomorrow. We have one issue that we were just investigating to make sure it was not going to be a problem but hopefully I will be able to send that back to their attorney tomorrow. I was out of the office today and tomorrow. But all things look very positive for getting this resolved and ending up with a written lease that would satisfy the concerns of the Trustee. So I wanted to make sure you were aware of where we are at this point and I am just not sure that getting into the minutia of the give and take in the negotiating process is going to be productive at this point and I want to try to avoid doing anything that would be counterproductive at this point.

Mark: We did not talk about that. You know I am fully willing to go over the whole laundry list though I have to agree with Mr. Watson that we may expose some things here that will look badly upon certain people that may take offense to it and may put them in a light that they don't want to be put in and it may stop the process. So understanding this is a negotiation and I don't really want to aggravate anybody, I guess I will be the big boy and say for the good of the negotiations that I may not answer all of your questions unless you have direct questions.

Greg: Well you know the subject is they are going to be out of this building in June, June 15, I believe that is the date.

Dave: Here is the letter if you want to see it, it is from the school and it does say June 15 at 5 p.m.

Greg: You know I'm all for resolving this issue for the benefit of everybody but when you say it did not get contentious, I know better.

Peggy: This right here is contentious.

Dave: That is shameful.

Peggy: Disappointed in the School Corporation? I'm disappointed in the Township. If they are going to be gone in 50 days why is this a hill we want to die on?

Mark: Mainly because we are not obeying Indiana Code. We are not doing our jobs. Not only is the Township not doing their job...

Peggy: Ok but are we doing that with the Sheriff's Department?

Mark: We have done it with the Sheriff's Department.

Peggy: You have been spending \$3000 on that? I don't think so.

Mark: I have spoken to the Sheriff's Department attorney.

Dave: Kathleen Hash.

Mark: She is in agreement with me that there is no agreement because the agreement was for more than 3 years and it was signed by Jay Marks. We are in agreement though that the lease that was prepared for the Sheriff's Department I have no problem presenting to the Board for approval. But we wanted to get the School Board's lease accomplished first so that if they came back and said well what about the School Board's lease we would have something that was similar. The lease that was prepared for the Sheriff's Department was prepared at the exact same time that Mr. Buschmann prepared a lease for the School Corporation for Mr. Marks. It is my understanding that there was communication with the School Board not the School Board necessarily but with the superintendent's office at that time about that particular lease. We did not have a copy of that lease until Mr. Buschmann provided it for us, there was none in our files, and we got a copy from Mr. Buschmann and we have it in our files. But we have no idea what Mr. Marks negotiated with the school at that time. What I have from Mr. Buschmann the exhibit they have there for building restrictions and rules and the expectations were far more harsh than anything we ever presented. So I don't know if we would have used that as a template we would have been even stronger in what we were looking for from the School Corporation. We did not use that template because I did not have it in front of me until after Mr. Buschmann provided it for us some time in the fall or towards the winter of the year, I forget when it was you got back to us.

Stephen Buschmann: I would have to look.

Mark: I would have to look too but we had that then and that is one of the things that I referenced to Mr. Arkanoff at that time was that it was peculiar that these documents existed that he asked for with the Sheriff's lease that an almost identical document existed for the School Corporation. I asked him at that time to provide me copies of what he may have had and he said he would research it and I have not heard anything back from him. I have that email here if you would like to see that.

Mr. Watson: Let me add one quick thought. When I was first approached by Mark about the leases that needed to be taken care of which was probably in June maybe of last summer, our thought was and I concurred I don't know if I recommended it or if I just concurred but it was best to focus on getting the School Corporation's lease completed so that we weren't doing anything with the Sheriff's Department inconsistent with that lease and once we completed the School's lease then we would take care of the Sheriff's lease.

Mark: The County Commissioners understands that we will be coming to them next. So in principle, I don't have any problems with the things that were in the lease that Mr. Price signed and Mr. Marks signed. My problem with what was signed was it was for more than 3 years and thereby by statute is not ...

Peggy: Is that a township statute or a state because how did Mitch Daniels do the toll road for hundreds of years?

Stephen Buschmann: That is not Township, that is 36-1-11 I believe. (Several people talking)
All Municipal Governments except schools.

Mark: In interest of listening to my attorney I won't go through this although I am prepared to answer any of your particular questions. If you want to ask about the architect that I hired I did that because I thought that might be a way that the School Corporation could take possession of this building and we could take possession of a building. I had some discussion with the legislators that represent us and others. They told me that Township Government was not going to go away, would not go away under Mr. Daniels and most likely would not go away thereafter and would never be brought back up to the state. With those discussions and things I approached Mr. Arkanoff and I said, "would you be willing in principle to think about this?" He said yes. I looked at a couple of buildings. I looked at one next to what was the White Castle and now is the Verizon or whatever it is. I looked at that building and I looked at the building that Mr. Schoolcraft owns where Mt. Pleasant Christian Church used to be a part of. I looked at a third building and the only building that seemed that would fit the needs of the township was the one that Mr. Schoolcraft had. In going through the building we didn't know if we could get it to work exactly the way we needed it to and if it would be worth doing it. I know Mr. Stambaugh, I called Mr. Stambaugh and asked him if he could take a look at the building for me. I met him there and we had many discussions about different things. I asked him if he could put together a drawing for me as to what is there and how we would rearrange the interior such that the Township might be able to use the building so I knew if I wanted to proceed further with the school with that idea. I did not actually realize that it was going to cost as much as it did but I engaged Architectural Concepts to do the work for us to see if it was viable that we present it to the School as an option that we could do. We explored it we got down to the point of even costing it out so we knew what it would cost for the School Corporation to purchase that building in order to swap it with us. That is where the \$2800 came from; I felt like that was in my prerogative as the Trustee to use that money in Professional Services and I feel strongly that is still the case. I feel strongly this is still the case too that it is my duty to make sure that we adhere to the Indiana Codes and that we also make sure that we are taking care of doing our business the way the State Board of Accounts expects us to do and if I find out we are not and I take legal counsel in order to help me with that area I find that is my prerogative also as the Trustee. We have not overspent any budget; we are within all of our budgetary guidelines. I don't anticipate that we will be outside of our budget at the end of the year. As far as the question about London Witte, "Jim Higgins" that is pretty much what the professional rates are going now for accounting firms of his expertise and I use him very rarely, I will use him during budget time and there again that will be something that will be in our guidelines for Professional Services and I feel comfortable that we are spending our money there wisely also. Any other questions I can answer for you?

Greg: Yes, I actually have a this is from Mr. Buschmann that we asked for and it says and this is where I contend you were talking about Township Government is not going away. This is from and I have reviewed the documents provided to me and in my procession and I have found the following: On January 2, 2008 Center Grove Community School Corporation conveyed the property at 2929 S. Morgantown Road to White River Township. The deed contains a provision a special provision that if the property is no longer used for White River Township purposes or if the Township ceases to exist than the title automatically will reverse back to the School Corporation. It would make no sense for the School Corporation to buy this building.

Mark: My discussion with Mr. Arkanoff was on their strategic plan and their plans that they had in the past they had use for this building and they wanted at one time this was going to be a grand entrance into Center Grove High School. A bulldozer and everything would have been leveled and this building would not even be here at all. By swapping of the buildings that stopped, but they still have strategic plans that they are talking about daycare they are talking about...

Peggy: Not for this building.

Mark: Not necessarily they could be...

Peggy: But for 10 years Mark are you fiscally responsible spending \$2800 on some building that we don't even know why would the School Corporation spend a million dollars on a building to swap?

Mark: Well you know I guess my question then would be back and I don't want to get into this thing that Steve is afraid we are going to do. Why would the School Board spend \$50,000 for preliminary drawings on moving the Academy when they already know that they are going to use that building for something again besides the Academy?

Peggy: I am not on the School Board, I am not the school, I am on this Board. I am asking why are we spending \$2800?

Mark: I explained that.

Peggy: It is crazy.

Mark: I explained it.

Peggy: It is crazy.

Greg: Mr. Buschmann what is your opinion on the Trustee's...

Mr. Buschmann: The Trustee has the authority within your budget to spend money.

Greg: Right.

Mr. Buschmann: As long as you have appropriated funds in Professional Services, he has the right to spend up to the amount of the appropriation. There is another provision in the code dealing with architects where a Trustee with two-thirds approval of the Board can spend un-appropriated money on an architect. I am understanding at least from what I am listening to, that is not the case. Clearly it was not two-thirds but this is a case where apparently if he is spending within the budget that is his discretion.

Greg: So you are telling me if I want an architectural drawing of my house and remodel that he can spend that money?

Steve Buschmann: Has to be Township. I mean it has to be for the Township. He can't do something for an individual.

Peggy: Wouldn't you have a purchase agreement first? So I could go over, I could just go to a building and say I think we might want this as a Township office?

Mr. Buschmann: It is I mean you are asking...

Peggy: Am I not asking a right specific question?

Mr. Buschmann: If you are asking me if what he is doing is within his discretion my answer would have to be yes.

Peggy: So then but then we would say please don't come back to us asking us to re-appropriate money for Professional Services when we are spending out the wazoo.

Dave: You kind of got the cart before the horse. You are spending money on something that don't belong to you. You don't even know if it is going to belong to you, in fact it don't belong

to you and it is not going to belong to you and that is \$2800 gone. The first thing we did at the very first of the year was the budget to try to protect the taxpayers so they can keep a little bit of their money and what good does it do us when you go out and spend shit like that. Excuse my language.

Mark: Dave we disagree on this and I don't have a problem standing behind what I have done and...

Dave: Well you should.

Mark: What I have done is I thought that would be a good deal for the Township and for the School Corporation. If the School Corporation has rejected that offer of an idea then we are out \$2800. That was a risk I took for the Township and I stand behind. I did it and it is a bill that had to be paid and I paid it. Now did I think it was going to be \$2800? No but that is what it was.

Greg: As far as I know Mark there has been no SBA State Board of Account audit that specified anything that was wrong with the agreement that was in place and the housing of the School Corporation. Was that brought to their attention?

Mark: If you had been a part of the session what the lady had told me was that is something that she talked to me about verbally and did not put it in the report. That is why I staged it that way. There are times they do audits and when they discover things that need to be cleaned up and they know that you are working on them they will talk to you about it verbally.

Dave: Who was that lady?

Mark: You know you will have to look to see who did our audit because I don't know her name.

Dave: Well I got it at home I can find it.

Mark: Yes it is right there you can talk to her if you like.

Peggy: So she came in and said oh I noticed the Academy back here do you have a lease?

Mark: You know that is not how it goes on they ask for certain documents we provide them with the documents. They ask if there is anything that we are working on that is going on and that we are concerned about and we talk about it we had a give and take during the time she was here. I don't know how many days she was here do you remember how many days she was here? It was over maybe a week. So that was part of what went on.

Greg: I know part of the reasoning of the lease was because it was not approved by both the executive and legislative body and I know you wanted that and that is part of being legal. But I know the tune has changed now since you told me that you didn't need our approval anymore.

Mark: I told you that under advice that I had received and where we are going now with it Greg and I believe what Mr. Watson and Mr. Quackenbush have negotiated we will be coming to both boards for a like resolution and for approval from both boards for the document. I would say that in hindsight and I had said this to Mr. Arkanoff too it might have been better to have the attorneys do it to start with rather than go through the process from August till now and the attorneys would have been able to do this in a very short period of time. It might have been better use of our time, Mr. Arkanoff's and mine and Dr. Long's, to have the attorneys be the ones to negotiate it all along.

Greg: I don't disagree with you.

Mark: So from that point Mr. Arkanoff and I both were trying to save the Township funds and monies and it didn't work out that way.

Dave: You had a view I am not sure that is the right word or not there was in existence a lease prepared between the school and the township prior to Mr. Watson being involved. Why wasn't that used?

Mark: There was not a copy of it in this office anywhere. We didn't even know of its existence until Mr. Buschmann made us aware of it. Once Mr. Buschmann made us aware of it I reviewed it and I said wow, this thing is more stringent and has more bullet points in it then we have in ours.

Dave: And it didn't cost \$3,000 either.

Mark: You know ...

Dave: How about the Sheriff's lease? You mentioned a while ago you were going to go to the Sheriff. What are you going to do with them? Are you going to have Mr. Watson write up a lease for that?

Mark: You know Dave I could do that...

Dave: I know you could.

Mark: What I have talked to Mrs. Hash about already is that I feel like the agreement that we have that Mr. Marks signed and was prepared by legal counsel for the Township is one that we should bring to the Board and ask the Board to approval after we see where we are at with the School Corporation. I have been consistent on that and I remain consistent on that. I will have Mr. Watson review it but I believe we will come to the Board and ask the Board to approve it because that is what is lacking in the lease. It is that it was for more than three years and needs to be approved by the Board.

Dave: We can fix that by resolution.

Mark: That is exactly right.

Dave: You don't need to have an attorney prepare it; we can approve that by resolution.

Mark: We will talk about it.

Dave: It won't cost anything either.

Mark: We will talk about that then.

Dave: But I don't know why you would accept the Sherriff's and you wouldn't accept the School's that just doesn't ...

Mark: The School never presented a lease to us Dave and we didn't have one and they haven't been able to produce one that has been presented to them by us. I have asked for that I told you I have that email from Mr. Arkanoff asking him for those copies if there were previous leases that had been presented to him. He has not responded to that. You have in the audience if you wanted to ask him a member of the School Board that has been on the School Board since this has all been going on.

Dave: Oh I think the gentlemen know what is going on. I have spoke to both of them.

Mark: I mean if you want to ask Mr. Steed if he is aware of anything that was presented by Mr. Marks you could ask him that.

Greg: That is your prerogative Dave if you want to and it is Mr. Steed's prerogative whether he wants to answer it or not from a School Board meeting.

Dave: I don't want to ask it, I don't want to ask it.

Mark: I will ask Mr. Steed are you aware of any negotiations prior to mine?

Mr. Watson: Don't ask Mr. Steed.

Mark: Alright, we will not get into that.

Greg: Well Mark all I can see is I have tried to maintain a professional relationship with you and I thought we have done a fairly well job but I was angry when I received this email sent to the School Corporation and I thought it portrayed the Board's position also.

Mark: I don't think that the intent was ever to portray the Board in a bad light. I don't think Mr. Watson worded that. I'm sure he would have put the word Trustee in there if he felt like he was infringing on you and I will let him answer why he worded...

Greg: I spoke to Mr. Watson and gave him my feelings on it.

Mark: I would like it to be part of public record though why he worded it the way he did.

Greg: That is fine.

Mr. Watson: It was written that way for a couple reasons, one just for ease of drafting to just reference the body that I was representing as the Township. Secondly Mr. Messick is the Trustee and as such is the executive and the executive is expected to speak on the behalf of the entity that he represents similar to a mayor or a governor of a state or a city in that regard. I lost my train of thought here. The gray hairs are getting to me. There was a particular question that you wanted addressed and I apologize.

Mark: What was the need for us to have it, why do we need a lease?

Mr. Watson: That was not the question.

Mark: But it was one of the ones that I wanted to be brought up in a public meeting for a long time.

Mr. Watson: Well we have been talking throughout this meeting and that to me is on record. Now you wanted me to get something else on the record. I clearly agree that a written lease agreement is required by law.

Peggy: Could we have added a resolution to this and it would have been a lease?

Mr. Watson: What Mr. Quackenbush has proposed and has done and we have copies of it is essentially that. What he proposed is that we incorporate by reference and attach to the lease that memorandum along with a few clarifications and additions that we both agreed to ...

Mark: And subtractions, a couple deletions.

Mr. Watson: That is right. Insurance, indemnification I know those were things in particular that we addressed that weren't addressed in the memorandum. Also of course addressing that the term of the lease which in the memorandum I think calls for 10 years and that no ability to evict as I recall and clearly under the circumstances where they stated that they are going to be leaving on June 15. That is included in this also. I wish I could remember what it was. It must have been something related to the letter that was sent that I drafted. Clearly I explained the Township, why I referenced the Township the way I did use that term. Basically he is the executive of the township.

Greg: And I stated my reasoning why...

Mr. Watson: I know what else I was going to say after our conversation in which you indicated that the Board at least you did not agree with that and did not appreciate that and I understood that and from that point forward future communications did not use that term Township in respect to that.

Greg: I appreciate that.

Peggy: And I would appreciate that.

Greg: CG School Corporation is the heart of this community. Both of these entities are funded by WRT taxpayers. All of it is coming out of the tax for WRT residents' taxpayers.

Peggy: I have asked to get an invoice from Quackenbush's firm as well to see how much the corporation has paid.

Greg: They are busy, the things they do in one day is what we do in one year.

Mark: Here is the thing I would say in response to that Greg, is, that is also true, that is very true but the School Corporation the same as the Township has a manual that is provided by the SBA that they are asked to hold themselves to. That manual and that manual refers back to Indiana Code and how we are supposed to do our business and how they are supposed to do their business. Both the Township and the School Corporation have neglected to do their business by not having a lease. It is not just here but I would argue that the School Corporation has not done their job either.

Peggy: This may not be a lease but this is a legal binding document correct?

Mr. Watson: Incorrect.

Peggy: It is not?

Mr. Watson: Correct.

Peggy: Why?

Dave: Do you remember Kathleen Hash you talked to?

Mark: Mr. Watson is speaking.

Mr. Watson: Well Mr. Buschmann has spoken about this issue as well. The appropriate parties have not signed and approved that lease, that document as a lease has not been approved...

Peggy: I did not say it was a lease. I'm saying is this a legal document?

Mr. Watson: Well it expresses terms and...

Peggy: Is this a legal binding document?

Mr. Watson: When you say binding that implies that terms within it have legal and enforceable effect. In the circumstances we have what we have is more in the nature of an oral lease agreement rather than a written lease agreement. Those provide some understandings as to what the arrangement is with regards to the lease of the space.

Peggy: I'm not saying a lease. I'm saying is this a legal binding document? I'm not saying it is a lease.

Mr. Watson: In terms of it being binding in establishing the terms of the School's use of the space it is not a binding legal document.

Greg: Is an oral agreement a legal...

Mr. Watson: An oral agreement is legally enforceable. If they went to a judge they would enforce an oral agreement. But that does not mean that you have satisfied the requirements of the SBA.

Mr. Buschmann: Subject to the statute. Oral agreements can only go so far.

(cassette ended)

Mark: Mr. Buschmann, I would ask you, would that provision, the way it is written and signed by the Trustee, again just to make clear signed by the Trustee and signed by the assistant superintendent is that a legally enforceable document binding the Trustee and the Township to a lease?

Mr. Buschmann: What I would say and the premise of why I did what I did, if the two parties got into a dispute on the use of the thing and went to court based solely on that you would have difficulty getting a court to enforce it which is why when I was the Township attorney I did prepare a form of a lease to be negotiated with the school. I don't think it was ever signed but

that is why I did what I did. There were some things that needed to be clarified and there were issues on the school was supposed to do maintenance and trying to clarify what those were. That is why I actually prepared a more formal document.

Greg: Ok, anybody else have any questions or comments?

Dave: We have very few people here from the public taxpayers and it is their own fault they are not here. I mean you know they have a choice of being here or not but there are so many of them who don't understand what the relationship between the Advisory Board and the Trustee is. And I hope and it is going on record right now I hope that they somehow find out that this absolute waste of money is not the doings of the Board but the doings of the Trustee.

Dann Veldkamp: What absolute waste of money are you referring to?

Dave: The \$2800, the \$6000, all of it.

Mark: I would argue Dave...

Dave: You already have.

Dann Veldkamp: What is \$6000?

Mark: I would argue with you Dave that when I took the oath to do the job of the Trustee part of the oath included that I would abide by the laws of the State of Indiana and the duties of my office. The duties of my office is to follow the SBA. When I'm aware that there is something that needs to be done, not to neglect it, not to turn away from it, not to say hey it is only until June. No, it is to correct it and make it right. I started this in June of last year. This isn't something that just came up here in March. I have been negotiating in what I thought was good faith with the superintendent and the assistant superintendent and on a couple occasions I have talked to a member or two of the School Board in trying to get this taken care of. My main concern is the risk and the liability and the fact that we are noncompliant with SBA. I did everything I could once the lease was prepared by the attorney to negotiate and eliminate and add things and agree to what they had. I have 3 documents which indicate that we had come to an agreement with the exception of let's say in one case it was exhibit B which we eliminated. In another case it was a hundred dollar termination clause which we have eliminated. So we have basically on 3 different occasions I thought we had come to an agreement and yet we haven't.

Greg: We can get into he said, she said all you want...

Mark: I have got the documents.

Greg: We should give the School Corporation the opportunity to do that also if we are going to get into that.

Mark: I don't think that is what Mr. Watson wants me to do.

Peggy: Well I really don't want our Township to be paying for two attorneys to be here to do that.

Mr. Watson: May I?

Greg: Yes you may.

Mr. Watson: The plan going forward with the written lease agreement is to finalize the terms between the attorney and myself and hopefully the administration and I don't know who on the Board will also review it but assuming that behind the scenes so to speak reach agreement on the final terms of that lease agreement it would then be presented to the Board of the School Board at their meeting in April, April 17th I think it is, for approval with the understanding that either shortly before or shortly after that meeting were to occur that the

Township Board would also hold meetings to approve a similar resolution approving the lease agreement. I just wanted you to understand.

Peggy: So you are getting back with their attorney tomorrow?

Mr. Watson: As long as we get the information that we are seeking which we hope to have tomorrow, then yes.

Mark: One of the nice things about what Mr. Watson and Mr. Quackenbush have negotiated is, that in the language here, it will be retroactive back to the date of the letter of intent. Thereby if you wanted to say so from that day forward we will be compliant with the SBA and the Indiana Code basically by agreeing to this back to the date that it was originally signed.

Peggy: This is the first time I have heard about the SBA. The last time we heard something about the SBA was for the minutes that were missing. That was the only thing that you have ever said about the SBA.

Mark: I have referenced the manual on many occasions.

Peggy: No I'm talking somebody telling you orally or in writing this is the first.

Greg: The liabilities for WRT residents whether it is coming from the School Board, I know there are two separate budgets and everything but all and all you are talking about liability of WRT residents. You can say split these and say whether it is School Board or the Township or protecting one another.

Mark: Well we could argue and I don't think there is any reason to that we are supplementing the School Board's budget by how good this deal is.

Greg: Well and again I will reference to WRT residents tax dollars, it is not a private entity, it is not anything else. I would also like to say Mark just because I have disagreed with you on this and I'm angry about what has transpired and everything I will continue to work with you.

Mark: I will do the same. Dave knows how I work and hopefully...

Peggy: We will continue to be budget hawks.

Mark: I haven't had the privilege of Peggy visiting me in my office so we can discuss things but that door, I have invited you. During this process I think you received an email from me asking for your input and I received input from you. I confronted Dave about it and got input from Dave. I did not hear from Mrs. Young. I would have welcomed to have heard you Mrs. Young at the time and I will continue to do that.

Greg: I mean we are calling this out and I think it is something the public needed to know and we needed to schedule a public meeting.

Mark: I wish that my attorney would allow me to go more into it but maybe I will do that separately some time.

Peggy: I think it is probably wise.

Greg: I would like to thank you Mr. Watson and Mr. Buschmann for being here. I will take public comments.

Dann Veldkamp: Just a question, from the agenda it was not clear what the purpose of the meeting was other than to discuss financial things right? I mean I don't have it with me.

Greg: Right.

Dann Veldkamp: What was the specific goal of this meeting and has it been attained?

Greg: Yes.

Dann Veldkamp: What was the goal?

Greg: The goal was present this out so we could talk together in a public meeting on this particular subject.

Dann Veldkamp: That is the lease with the School Corporation.

Greg: The School Corporation and the financial expenditures related to that.

Dann: Ok.

Greg: I did not do what I normally do.

Dann: You talked about it generally and I just...

Greg: Right, I did that for reasoning is that this is all I wanted to concentrate on at this meeting. If I did it the wrong way, I did it the wrong way.

Dann: I'm not saying that, just wanted to clarify that.

Greg: That's why I put it that way because I just wanted to reference this tonight. I did not want anything else coming on this. I have sought advice and said what should I do to different people, county people you know and everything and the response I got back from everything I think it needed to be made public. With us to talk we need to talk in public.

Dann: You can't get together.

Greg: Right.

Mark: That is what I tried to do by asking it to be on the School Board's agenda in order to explain to the School Board members my position of why I felt it was important that we have a signed lease and have that presented to the school so that the School Board understood where we were coming from, it just wasn't whether or not you mowed the yard 34 times or you mow it when it is 6 inches or whatever but it was a principle of the fact that the School Board and the Township Board and the Trustee all need to do what they swear they are going to do when take an oath of office which is adhere to the Indiana Codes and the regulations established by the SBA that apply back to those codes. That is all I have been trying to do. And until June 16, I will try to do that. If the School Board and the Township Board don't ever agree on a lease I will still be a proponent of the fact that we need to have a written lease and an agreement on hand because that is our duties and without that we have exposures on both sides to legal issues that we don't need which would be far greater than the amount of money that I have spent on attorneys nor the amount of money that the School Corporation has spent on attorneys.

Dann Veldkamp: One more question for Mr. Pollard. You mentioned \$6000. We have \$2800 for the architect for the building, what was the \$6000 that you referenced?

Dave: The attorney's fees.

Dann: You said \$3220 for Watson and \$550 for Buschmann, that does not add up to \$6000.

Greg: \$3775 and what is at hand.

Dann: What is still outstanding?

Greg: Yes.

Dave: I'm including the School's attorney in that too because that is taxpayer's money.

Mark: I think we can comfortably say that it will be in excess of \$6000.

Dave: I was being pretty conservative.

Greg: Any other comments from anybody? I want to thank you Mary Lou for being here tonight. Do I hear a motion for adjournment?

Dave: I make a motion that we adjourn.

Peggy: I second.

Greg: We have a first and a second, all those in favor of adjourning (all Board members said Aye). Meeting is adjourned.

Mark: Thank you Mr. Buschmann.