

**Community Center Properties Work Session Notes  
May 4, 2013**

DRAFT

Meeting opened at 9:00 a.m.

Present: Don Sitter, Mary Ann Sironen (Skipper), Barb Crow  
Also present: Kevin Pettis (Recreation) Dave Mount, Attorney Tim Strom, Clerk Ann-K. Cox

Audience: Nichole Carpenter (ex board member and resident), Don McTavish (newsletter), Janis Hooey (past chair of the NSCS Community Center School Board and resident).

Roles: Dave Mount: notes specifically for use with Use Agreement issues  
Clerk: work notes  
Sue Lawson: Recorder

Time Line: Brief summary for Town Board meeting  
Next Saturday draft of use agreement  
Possible User Agreement to ABC inc. in June  
Possibly after today we could hold community open houses.  
By August we should be able to sign a User Agreement.

Tim Strom: we are working towards a draft use agreement. On April 9<sup>th</sup> John Carin (ABC attorney) sent a draft sale/purchase use agreement to the Town, on May 2<sup>nd</sup> a second draft was sent with a little change in wording. For our purpose we will work with the original April 9<sup>th</sup> draft.

We are all looking for the best use of the Ryan Road property, while it is important to move this project along we need to think about community needs and make sure they are given appropriate consideration.

Discussion:

Barb Crow: The biggest question is the Community center fund and what can we legally do with that fund?

Don Sitter: Have we decided we are going to divest the school?

Answer: No

Don Sitter: We need to move on "stuff" but we need to take enough time to do the job right.

Tim Strom: If the decision is to divest one of the things we will be taking back is the use agreement with the community school on one hand and the town on the other. You cannot possibly envision everything or think of absolutely everything that should go into an agreement. If you do decide to transfer the school the only thing you have is the use agreement, if you don't have it on the use agreement you don't have anything.

Sue Lawson: Who are you providing recreation for? What are the options?

Skipper: Shall we start with the agreement?

Don Sitter: The use agreement is only applicable if we divest the School (ABC), I would prefer to work on the big picture.

Tim Strom: There are two statutes that say the town can give its property to a public use for no consideration or a nominal consideration. If not the transfer would have to be for more than a nominal consideration. The question is does the ABC inc. group meet those statute requirements?

Barb Crow: If the town wanted to transfer the property to the ABC Corporation the town would then lose the rights to the building?

Tim Strom: If ABC is not a 'public corporation' under the statutes you could not give the building you would have to charge/receive more than nominal a consideration.

Sue Lawson: If it isn't a nominal value what would we be charging?

Tim Strom: A consideration would be the value of the property's use. On the other hand, at least in theory, you could demand fair market value for the property.

Barb Crow: The appraised value is 2 million; our insured value is 6 million.

Big Picture Options:

1. Keeping the school as is:

- Pro: township retains ownership of a valuable piece of property.

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- Pro: maintains control of Community Education and Recreation
- *Parking Lot Item: Coastal program/grants*
- Con: changes in reimbursements to schools
- Con: change in funding for schools (lease aid)
- Con: longer time period to replace portables, longer path to meet the needs of our tenant.
- Con: More activity in the Capital Improvement fund, more record keeping.
- \*If we have a negative event happen we need to make sure we carry insurance and do what we can to keep the structure and its contents safe.
- Pro/Con: Labor

2. Transfer the building and 20 acres, retain 20 acres.

- Pro: The Recreation agreement would continue as is, use of facilities and grounds would be in the use agreement
- Pro: Community Education would continue as is and stay in the use agreement.
- Pro: Other community needs in the use agreement
- Pro: first refusal rights if the property is put up for sale
- Pro/Con: purchase price determined by time/purchase price since transfer

Tim Strom: we could request a reversionary clause but do we want it to continue after 30 years?

Barb Crow: property values change over time.

Dave Mount: the property is likely to be encumbered.

Question; is there a time limit? Can we transfer the property for \$1.00?

Dave Mount: we are going to want the building back but we aren't going to want what it comes with. If we have a reversionary clause we could request that the town has a claim of the excess value, it gives the town a claim under this scenario that doesn't come with debt. The whole idea of the transfer is they want to borrow money, we need to consider what will happen if they default on their mortgage.

Skipper: Will the ABC Corporation have problems borrowing money if there is a reversionary clause?

Tim Strom: probably.

Dave Mount: give the town the option of purchasing the school back for \$1.00 or taking the excess of any sale.

Discussion on land division

- Land parcels do not have to be square.
- You have to meet all the zoning requirements if you sell the property
- Impervious surface would be the only issue if you sell the building with 20 acres.
- Stormwater management plan has already been done.

Question: How will Wolf Ridge feel about the walking trail not being part of the property? How will it affect the sponsorship of the school?

Kevin Pettis: If there is a user agreement change, wording would have to be hammered out for recreation.

Barb Crow: The Town board would appoint one member of the ABC board.

\* No fees will be required for township use as long as ABC owns the property.

Tim Strom: Fee based upon the value of the use, what we are taking back is the value of the use. We are transferring the property in way of use, the last thing we want to see are user fees going up with this agreement.

- Pro: all of the things on the negative side of option 1 go away.

Question: do we need to take into consideration ABC Corporations needs? No

- Pro: classrooms quicker
- Con: township loses some control over the grounds and what the community will be using.
- Con: trust and faith in the ABC Corporation to keep up the grounds and facility for the community.
- Con: control over use agreement.

3. Transfer the buildings and part of the acreage but not maintain control over the Community Recreation program. ABC inc. would then gain control over the recreation programs.

- *Parking lot: Community Education Model.* Do we want to have a joint community education/recreation board? Possibly a joint committee?

Tim Strom: One of the hitches we would have is; any Town and School District could run a recreation board, the Charter School is not a School District.



\*In the use agreement we could have a recreation board created, we could have the School appoint someone to be on the School Board.

\*Rental by individuals. Right now we are renting to the community we are transferring a piece of property worth a lot of money. Do members of the community have the right to use that space – detail to be worked on.

10:00 break

10:10 meeting resumed

Also now present: George Sundstrom, Mark Helmer, Phil Strom, Machellem Lampela and David Edblom.

Skipper brought the ABC corporation group up to speed with our first hour of discussion focusing on the transfer options under consideration.

The reason to keep part of the acreage would be value to the town it would reduce the value of what we would transfer. One of the things that “hangs” out in our mind is, we the Supervisors cannot just give things away.

Mark Helmer: there is an urgency to action. For the goal of transaction to be prudent and successful we need to move forward quickly.

Skipper: we have one member out of town for the month perhaps we can get things moving, we will take your deadline and work towards it.

Option #3 discussion continued

Community Education and Recreation Board. It would have been nice to have some sort of board to work with it would be nice to have something in the use agreement.

ABC: Yes the charter school could have a recreation board but it must be able to fund itself.

Machellem Lampela explained the upcoming legislative changes to the Town board. With the legislative changes they will become just like every other school district with the exception of, they cannot levy.

Community Education would move to the Town Hall. We have a problem with the current use agreement, room charges and charges for the school will be removed. By using the Town Hall we will be able to have programs during the day. It is difficult to get classrooms.

\*Community needs: kids corner, 4-H etc.

Dave Mount: The balance in the Community Center fund has to be spent in the best interest of the Community not the School. It seems to be the best interest of the Community is the “ability” to spend funds

\*The Community Center Fund is Township money it is not School money.

- Pro: It gets the town out of the recreation business it takes away a layer of duplication

This scenario would make the use agreement much easier.

Kevin Pettis: where would the funds come from? The expenses from the rec program? The \$7500.00 Recreation fund pays Kevin’s salary the remainder of the fund comes from the Community Center making up the \$15,000.00 the electorates approved.

Tim Strom: If we transfer the property to the School, suppose we use the facilities and the school comes to us and say we would like to improve the gym or improve the fields, we certainly could use the Community center

funds for those purposes. In a use agreement we could accomplish the creation of a Recreation board, it is doable.

Phil Strom: We are a school district – independent school district 4084.

\*Community Needs: where would before and after school needs come from? Would that be part of the Community Education umbrella or would they be something else. *Detail to be worked out.*

4. Building and part of the grounds are transferred along with Recreation and Community Education, the Town is completely out of the loop. People who would want to use the grounds would negotiate with the school, the town is completely out of it.

- Pro: no duplication for management/insurance/time from the Board.
- Con: open house scenario, how would the town feel about this? If the community isn't getting any use out of the building how do we transfer the property? This is also part of option #3
- Con: investments the town has already made in risk.
- Con: There might not be any program at risk
- Pro: no use agreement.

#### Discussion points

- It forearms people.
- We had the process, it shows the community we have thought of other alternatives

#### Community Center Fund

If we have interests at the School after the transfer of property we could still use the Community Center fund on a limited basis.

Tim Strom: We need to improve the baseball field we have a permanent or continuing use right so there is no reason why we cannot improve those fields. As far as classrooms, if they can be used for community use we could possibly use community center funds. If we had a meeting room that would be used for community use, we could use community center funds.

Don Sitter: What if we wanted to bring Community Education back into the Town Hall, could we use the community center funds for improvements?

Tim Strom: It was the intent of the Board to use the rent funds received only on capital improvements however that resolution and intent is not binding.

Dave Mount: My sense of how the board has historically dealt with the issue Tim is talking about when decisions were made in discussion of the building the continuance of the school provides the income stream that allows the town to continue to own the building. Under the transfer scenarios the income stream would go to ABC and unless we continue to have functions over there, there would no longer be a reason to continue that fund. The reason to sustain those funds would shift. The percentage was 90% school, 10% town but that will shift, the math would change with the transfer/sale of the building.

Barb Crow: they will come to ask for money to improve a specific room, we have community education use in that specific room, we could set a percentage based on the use amount of community education.

Don Sitter: once we transfer the building the income fund disappears the community center fund then becomes a fixed amount.

- It belongs to the town
- We can spend it if it benefits the town
- Most of the current board did not see resolution #10 until last fall.
- We need the funds to operate the community center we worked hard to try not to raid the account for other purposes.

Mark Helmer: If we revisit the history, what I get a little bit cloudy with is the revenue stream was laid in your lap for nothing. I really don't believe without the long term liability and sustainability without ABC inc. I have a hard time but somehow it doesn't translate to me.

Tim Strom: it wasn't laid in the town's lap it was a definite partnership between the town and the school. We took the risk that it would turn out well. We did the legal, we put up the documents, we paid Johnson Controls, we had all of our administrative expenses, and we put in just under \$3 million over time. From my side of the table this has been a partnership.

Mark Helmer: The long term viability/sustainability is ABC's goal.

Skipper: We have enough to outline things we need to address.

Tim Strom will write up a summary/draft use agreement from today's meeting.

Dave Mount has done an outline of the user agreement, other than editing he will take up the topics which were covered. Dave suggested not having Tim work on the agreement until we have a document he can then put into legal language.

Tim Strom: I could change the current draft and write what can be done in legal language but bold what needs to be worked on.

\*We are not going to have a public hearing we will have an open house. The intent of the process is transparency.

Phil Strom provided copies of the Use Appraisal document to the Town Board and then spoke on the document.

Issues/Components from the ABC draft:

\*The Town could have a member on the ABC board if desired.

Phil Strom: If the town would like to have someone sit on the ABC Board you may, or create a joint use committee which might have more value to the Town.

Don Sitter: someone on a board who would have voting power?

Term of the Agreement

Why would we have a 3 year term on the agreement?

11:50 break

12:00 reopen work session

Discussion

- Not time appropriate
- Inappropriate
- Long term

Dave Mount will fill out his list and e-mail it forward

Next Saturday we will tweak what Tim Strom provides us.

Work session closed at 1:15 p.m.

### **Community Center Properties Work Session Notes May 11, 2013**

Present: Dave Miller, Mary Ann Sironen (Skipper), Barb Crow, Don Sitter

Also present: Sue Lawson, Dave Mount, Kevin Pettis, Attorney Tim Strom, Janice Hooey, Lars Fladmark, Arlene Fladmark and Clerk Ann K. Cox

Meeting opened at 9:00 a.m.

Review of Sue Lawson's notes: the document was read in its entirety to those present.

Tim Strom: Correction under #1 should be replaced with "The consideration for the transfer of the Community Center will be measured by the value of use". We do not have an absolute number for the amount of use.

- What we are contemplating is getting rid of the building but keeping the use.

#### Alternative Scenarios for Town Consideration

##### 1. Continue with the current situation:

Town owns the property and buildings and continues to rent to either the NSCS or its affiliated building partner.

- Change to read "Town owns the property and buildings and continues to rent to the NSCS or its affiliated building partner".

I. no changes

II. no changes

III. Future community needs would be met through agreements of use with ABC

- Change to read Future community needs would be met through agreements of use with **tenant**.

##### 2. Buildings and western part of the parcel encompassing buildings and recreational fields would be sold to ABC.

IV: Recreation program would continue as is currently structured:

i. Recreation funding for coordinator would come out of the Town's recreation budget.

- Change to Recreation funding for coordinator would come out of the Town's **levied** budget.

ii, iii, iv, v no changes

V. Community Education would continue as currently structured:

i. Community Education funding would come out of the Town's Community Education budget

- Change to Community Education funding would come out of the Town's Community Education budget **which is levied**.

ii, iii, iv no changes

VI, VII no changes

##### 3. Buildings and entire property sold to ABC:

VIII. Recreation program would continue through use agreement with school

i, ii, no changes

iii: There would be a joint recreation board of some sorts (dependent upon legal constraints) to manage recreation programs.

- There **could** be a joint recreation board of some sorts (dependent upon legal constraints) to manage recreation programs.

iv: Improvements in the recreational facilities by the Town would be determined in the use agreement.

- **Maintenance and** Improvements in the recreational facilities by the Town would be determined in the use agreement.

IX no changes

X. Other Community Needs

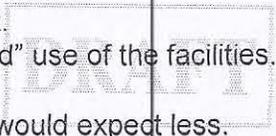
i. no changes

- **Kids & Co.**
- **Rentals**
- **Pre School**
- **Using the Halls for walking in the morning.**

##### 4. buildings and western part of the parcel encompassing buildings and recreational fields would be sold to ABC.

No changes

Discussion



- The portion of the property we retain will be ours, we can do what we want.
- We will need a use agreement for the transferred portion.
- What isn't clear in scenario 3 is that NSCS would have the larger portion of control
- Proposing a joint management? No proposing a joint financial management.
- Hall walking by the seniors in the morning should be considered a "protected" use of the facilities. If then charge them that is fine but it should be protected.
- When we talk about consideration we are getting back from the school, we would expect less.
- We are transferring it for more than a nominal consideration
- The question is not whether we are transferring for fair value
- #4 would get the town completely out of the recreation business.

Sue Lawson: Under scenario 4 there would be less work, less labor. Recreation would occur on the NSCS grounds, we would do less with the recreation board. There would still be a joint recreation board under this scenario. A joint school board as Tim reads the statute might not be able to happen a charter school in his opinion is not a school district.

Tim Strom: If we can put ABC in the terms of a public corporation we can transfer the properties under the statutes.

Lars Fladmark: "I am listening to the town board say what is best for the town. I believe the prime drive is to replace the portable classrooms. The town does have the right to levy if you go to the ABC corporation they can only borrow. I don't that the need for getting rid of the temporary classrooms is an absolute immediate need. The set up with the town board is a stroke of genius. We are putting much more risk on the future of the school by removing the Town."

We are being pressured by the ABC board to complete this by June 30<sup>th</sup> the Town Board is saying we might not be ready to make such a drastic change.

Lars Fladmark: Is it a want or a need to replace the portables? Answer: ABC came back to us and said it was a need. I'm not sure I want to put the ownership of the school to a group of people who can only borrow.

The truth is that schools do fail all the time if you encumber the school with debt.

The risk of losing the school vs possibly levying more taxes to do what we need. What if the levy isn't approved at the Annual Meeting? If the levy isn't approved then we are stuck the way we are.

Lars Fladmark: I have no question that eventually the portables will have to be replaced. I would rather owe to the town board than anyone else.

Dave Mount: we are not really looking at the scenario of transferring ownership vs status quo. The funding stream that has made the whole thing function is in jeopardy in the legislature (so we are told).

Lars Fladmark: you don't have to do anything until the funding stream disappears.

Don Sitter: if the town can go into debt can't we recoup that stream of payments? Why can't the town get a stream of payments to cover our debt? The school argued because they could go into debt they would have a mortgage which would then be covered by lease aid, the Town cannot.

Tim Strom: that is not how township funding works.

Lars Fladmark: never made tomorrows decisions today unless you have to.

Don Sitter: I am beginning to think I don't care of the time line, let's get it right.

- The Town could bond to improve their property but there is no appetite in this township to sell bonds.

The matrix attached to the Draft Alternative Scenario's for Town Consideration document is a summary.

We agree on the 4 options:

Option #1. Continue just as it is now, no change

Option #2. The buildings and some of the property would be transferred. We would continue to use the property through the "use agreement".

Option #3. The buildings and all of the property would be transferred. We would continue to use the property through the "use agreement".

Option #4. The buildings and part of the property would be transferred. We would continue to use the property through the "use agreement.

- Options #2 & #3 township would maintain recreation, community education
- Option #4 NSCS would manage recreation and community education.

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10:00 Break

10:10 meeting resumed

Also now present: Phil Strom, Mark Helmer, David Edblom, Machel Lampela and George Sundstrom.

Skipper: At the Town Board meeting Thursday night we approved \$8,000.00 to pay for ½ of the door lock upgrade. We can't help with the legal items. We have concerns over the time line, we need to understand the importance of why we need to do this so fast. What if the lease payments were less would that buy you time? We want transparency.

New information from Phil Strom: previously we had been hearing of internal concerns. There is an evolving situation in St. Paul which will explain why the requirement for us to be proactive in how we hold this property and how it is serviced financially. If we take all of our current and anticipated needs including the replacement of the portable classrooms, we need to be about this because the window of opportunity is going to close. There are 5 charter schools under the microscope which equals about 2 million dollars under the microscope. The 5 charter schools were built by public funds, the state finds itself paying for public property already paid for.

Don Sitter: What window? How do we apply for lease aid? How do you apply for lease aid?

Phil Strom: If you don't apply for lease aid by June 30<sup>th</sup> you don't get lease aid.

Don Sitter: We will be grandfathered in lease aid for one more year so my question is why is the urgency of having this done by June 30<sup>th</sup>?

Mary Helmer: on an internal standpoint we need a revenue stream to begin the process towards replacing the portables.

Phil Strom: the attorney general could state that this is a school not a community center, you had the opportunity to transfer to the building corporation, you didn't so we will do it for you.

Dave Mount: excuse me but any auditor would look at our books and see that we have put every penny back into the community center, not a penny has gone into the township.

Don Sitter: my feeling is we are being pressured.

Phil Strom: you are because we want you to be.

Mark Helmer: we agree the history is good. We are trying to stress the urgency to go forward.

Barb Crow: I appreciate all of your input but again we are talking about the why?

10:25 Break

10:30 Meeting resumed

Use Agreement Discussion:

- We need to include storage and specifics
- We were disappointed in the use appraisal document
- We do not need to include a dollar amount unless we have to defend it.

#5. Town Representation on the ABC Board.

- I don't see the use and application on a building committee you don't own.
- This is a shell corporation
- The board has already been formed, there are three members on the board

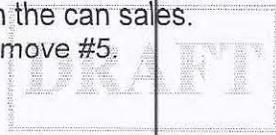
Don Sitter: we have a town board, we have a school board, we have a recreation board, we have a building board and now we are talking about an advisory board. We have too many boards. Maybe the use advisory board is where we should have our input.

Mark Helmer: the ABC is service the school, you may belong if you want to but we feel you would be better served elsewhere.

Machelle Lampela: serve on the facilities board.

Skipper: The recreation council would be a way to manage the funds taken in from the can sales.

Tim Strom: you should be hesitant to leave something in there you don't want – remove #5.



#6. We want to include the buildings in an emergency disaster plan.

- Issue of security

Skipper: Just so you understand we are not dragging our feet we need time to do this correctly.

Social: add recreation and community education

Change the name of "use conflict resolution board" to "conflict resolution committee". Tim will come up with another name.

Barb Crow: This is a way for this agreement to be more flexible. To make this agreement a living agreement. This is not routine scheduling.

- Include without fees.

7. Correct to "Community Center funds" remove the word "improvement".

- We cannot spend town money on a school

Time line: we are losing an opportunity to do what we need to do.

- We need to negotiate when the full board is available
- The addendum for 2014 has not yet been signed this needs to be done by the end of June.

If there are other pieces of information that have not been considered perhaps a list should be made to answer those questions.

Phil Strom requested a straw poll of the supervisors. This is a non-binding request to see where each of the present supervisors stand on the transfer of buildings and property to the ABC corporation.

Non binding straw poll:

Dave Miller – Option #1

Skipper – Option #2

Barb Crow – Option #2 or #3

Don Sitter – Option #2 buildings and part of the property

Mark Helmer: What? Where did that come from, if we don't get the entire property this is a deal breaker!

George Sundstrom: we purchased the property as one piece from 381 we intend that the entire piece be given to the ABC group all together.

Mark Helmer: this is a deal breaker!

ABC inc. left

Meeting closed at 1:50 p.m.

Next scheduled Community center work session Monday May 20<sup>th</sup> 6:00 p.m. – Post.

### **Community Center Properties Work Session Notes May 20, 2013**

Meeting opened at 6:00 p.m.

Present: Barb Crow, Dave Miller, Mary Ann Sironen (Skipper), Don Sitter, Mary Anne Daniel

Also Present: Attorney Tim Strom, Sue Lawson, Kevin Pettis and Clerk Ann K. Cox, ABC members David Edblom, George Sundstrom and School Board Chair Mark Helmer, Business manager Machelle Lampela, Director Susan Rose, facilities maintenance Aaron Molina a number of NSCS teachers their families and residents.

Skipper presented what was intended to happen at the meeting this evening. This is a Town Board work session not a general board meeting, there will be no testimony taken at this meeting. Skipper also presented a small bit of history concerning ownership and how we are working to understand the statutes under which we are allowed to govern and make our decisions. This is a posted board meeting but not an open meeting, the audience will not be invited to speak.

Machelle Lampela was asked to update the Town Board on the Legislative changes voted on during the day in regards to Charter School lease aid (a handout was included) Lease aid previously was a per capita student lease aid and is now 90% of allowable reasonable expenses for the next year. The new legislation goes into effect July 1, 2014.

Discussion:

Skipper: one option is to keep things the way they are, we would have to go through our expenses next year and project them out to 2014. The addendum to the least must be created by June 30<sup>th</sup> which is why we are feeling pressured, June 30<sup>th</sup> is the deadline for the components.

Don Sitter: Lease aid change, if it changes for us it also changes for ABC, one of the drivers if the need to replace the portables. Is the school guaranteed money to replace the portables?

Machelle: if there was a mortgage in place they would again be allowed funds from the state.

Don Sitter: no matter what the intended cost? Is it the limit of the lease aid payment that is guiding the loan?

Skipper: This was a piece that was missing, creating an indebtedness.

Don Sitter: There will be a full year of lease aid we could work on this until September. ABC wishes to have the debt in place by next spring and we know there is a need to get the portables secure. We are trying to find out what the push is.

Intended use agreement:

Skipper provided one copy of the Use Agreement we are currently working on for the public to review.

A break allowing the Clerk time to photo copy additional copies for the audience.

Tim Strom: The revised use agreement was sent out Friday at 8:30 p.m. to Phil Strom. Phil is on vacation and wasn't available to forward the agreement to the other members of the ABC group. Tim Strom will forward the use agreement to the ABC group Tuesday morning. There are two versions one is a redline form the second is a clean copy. This use agreement only applies if we transfer the property.

Barb Crow: We need to talk about language we would insert if we chose to keep part of the property and discuss how we would manage the property if we retained. Dave Mount has talked to Wolf Ridge about the use of the property if we chose to retain part. Our intent is to maintain the property as it has always been maintained.

Tim Strom: we are in the context to find language that works for us. Until both sides say they will sign the document then it is not in final form.

Barb Crow: As a supervisor of the township I have to think of not only the Community School but also the residents of the Township.

A Letter from Wolf Ridge dated May 14, 2013 was thrown on the desk in front of Town Board Chair Mary Ann Sironen by School Board Chair Mark Helmer. The Town Board was accused of not being transparent and not being honest. Mark Helmer left the building – the audience applauded.

Dave Miller: Our goal is no matter what happens it would be transparent to the community, there would be no change. All of the existing uses would continue to exist; it would be a different way by use of the "use agreement". There will be absolutely no change, the private shell corporation would own the school, and the township would be out of the school business. I don't see the debit risk or failure if we transfer the school.

Question: How does the Township sell stuff?

Tim Strom: Tim explained to the audience how selling and transfer is done by legislative statute.

- Transfer property as a whole unit
- Primary reason to keep part of the property is to retain property.

- Use we are getting back, the 20 acres is subtracted

If the property came back to us and we sold the community school to pay the debit we would likely have funds left over to create a new community center.

Tim Strom spoke on the school failing and one of the options under consideration, offering the school back to the Town.

Use Agreement discussion and review:

Skipper: question on #3 "additional good and sufficient consideration exists, but the foregoing constitutes the primary consideration"

- List building structures and improvements under B.
- Include recreation inventory

4: no changes

5. Affiliated building is new to the legislature if there is a change we might need wording to incorporate the new corporation. We crossed out "town" because we felt it wasn't a concern however if we need to have it in there we need to put it back. Clarified – leave "town" out.

6. D. the wording came out very well and very fair. Well done.

The ABC board consists of three people: Phil Strom, David Edblom and George Sundstrom

6. E. is again very well done.

6. F. Dave Miller: the property will be maintained or improved to recognize industry standards.

Tim Strom: What if the school has financial problems and yet still has a need. We are going to have to pick this up piece by piece as time goes on. The Township cannot directly support a school.

Dave Miller: what about maintenance? Maintenance standards?

Tim Strom: maintenance would be removed. We are talking about spending money to keep the baseball field improved.

7. Ok, this is clear.

8, 9, 10, 11. No changes other than a few small grammatical changes.

12. discussion. No changes

13 & 14 no changes

15. B (2) discussion/clarification

16 & 17 no change

18. one small change.

19. no change

20. no change to the remainder of the document.

Dave Miller proposed one open house and that we make our decision after the open house no later than June 5<sup>th</sup>. Skipper will be unavailable.

Mary Anne Daniel: I understand this decision is necessary by the end of June and part of it is wanting to put up the addition by next spring, getting the loan etc. If for some reason the building didn't get transferred after the end of June?

If the property was transferred then ABC would have to create the next lease.

Dave Miller: if we have to wait until then we should have an exact list of what we are waiting for and a timeline for how long we plan on waiting for the information.

General consensus is we are waiting for public input.

DRAFT

Open house:

- We are not voting
  - We will take in information for consideration
  - We should have it two different times, one daytime weekend and one evening.
  - We should have opportunity for written comment – no response
  - Postcard or single fold over sheet mailing
- We now have the Wolf Ridge letter from May 14<sup>th</sup>, Wolf Ridge does not have a problem with what we are doing.
  - We also have a letter from Dave Mount that will need to be read.

Don Sitter made a motion that we have the public open house on the 5<sup>th</sup> and 10<sup>th</sup> of June and we authorize the funds to handle this and we allow Don McTavish to implement this project, Barb Crow seconded. Motion passed.

Open houses on the 5<sup>th</sup> and 10<sup>th</sup> from 6:00 – 9:00 written comments accepted to the 13<sup>th</sup>, Board meeting 4:00 p.m. on Saturday June 22<sup>nd</sup> once we have all of the comments summarized.

The township is considering options to come to the open house.

Thoughts:

- Include the 4 options
- Sign in sheet
- Pencils and paper
- Do not put a voting box on any of the options
- Date for last written comments.
- Community funds are not included for comment

Summary:

- Open houses June 5<sup>th</sup> and 10<sup>th</sup> from 6:00 – 9:00 p.m.
- Town Board will meet 4:00 p.m. Saturday June 22<sup>nd</sup>
- Sue and Ann will take all comments and summarize
- Skipper and Don McTavish will work on the card/letter
- Ann: comment sheets, sign in sheets, pens
- Sue: posters

Skipper made a motion to adjourn 9:50 p.m., Don Seconded. Motion passed.