

Board Minutes
March 18, 2024

The regular meeting of the Greater Jasper Consolidated Schools Board of Trustees was held at the Jasper High School Community Room on March 18, at 7:00 p.m. President Greg Eckerle called the meeting to order.

The Pledge of Allegiance was said by everyone in attendance.

Public Comment:
None

Consent Agenda:

Mr. Eckerle asked members if any of the consent agenda items needed to be discussed. No other items were asked to be discussed.

A motion by Sara Schmidt, second by Steve Lukemeyer to approve the consent agenda, was unanimously approved by the Board.

Consent Agenda

- Minutes, claims, and bank reconciliations
- Consideration of Request for Leave
 - As presented to the Board of Trustees
- Resignations/Retirements
 - Becky Morton-Secretary-JHS-
 - Pat Fleck-Cafeteria-Ireland-Retirement end of school year
- Staff Recommendations
 - Jeff Zink-Varsity Assistant Baseball Coach-JHS
- Incentive Program Completion/Increase-adds \$3,000 to Base Salary
 - None
- Field Trip Requests
 - JHS Choir to perform at Kings Island-April 20, 2024-Mason, Ohio
 - JHS Boys Golf-Overnight Golf Tournaments
 - Bedford North Lawrence-April 26,2024
 - Brownsburg-May 10, 2024
 - JMS 8th Grade to Washington D.C.-May 10-14, 2024
- Other
 - Seek approval for the Strassenfest Committee to use school property during the 2024 festival
 - See approval for Purdue Extension of Dubois County to use school property

Dr. Lorey asked the Board to approve the purchase agreement with the City of Jasper for the 10-acre parcel of land by Jasper High School and the Parklands. The use of the property is for a planned regional wellness center. The cost of the property is \$221,722.50. The agreement includes a contingency clause, which notes the city and school corporation will work together in planning for the center to address parking and connection between the two. The corporation also reserves the right to purchase the property back from the city for the same price if the project does not come to fruition. The corporation reserves the right to first refusal if the wellness center is abandoned.

Dr. Englert asked about extra culverts on the school property for draining issues.

Mayor Vonderheide said the city does not want to affect the land. He stated retention basins are common.

Dr. Englert asked if the plan is to have the retention basin on the school property.

Mayor Vonderheide stated the city will work with the school corporation if there is a need for a retention basin on the school property.

Dr. Engert stated she does not want any expense for the school corporation from the project. She wants the retention basin on the 10-acre area if needed.

Mr. Lukemeyer stated the 2nd proposal does have an option of drainage on school property.

Mrs. Schmidt asked if the plan would overlap the bike trails.

Dr. Lorey stated that the design process will be figured out with the city.

A motion by Dr. Englert, second by Sara Schmidt, to approve the sale of the 10-acre property with the agreement having stipulations as mentioned above, was unanimously approved by the Board.

Dr. Lorey introduced Brogan Stenftenagel he is an Eagle Scout and has a project he would like to complete at Ireland Elementary.

Brogan Stenftenagel informed the Board he is requesting permission to install a new playground area for the preschool students at Ireland Elementary. The work will be completed by Brogan for his Eagle Scout project. Brogan plans to lay down turf for the area and purchase playground equipment appropriate for the age of the students. They will use the existing picnic tables that are in the area. He plans on installing gates so the students cannot wander out of the area. He plans on having the project finished by August.

Mrs. Jackle stated she is commending him on the project but was wondering about the expense.

Brogan stated he is sending out letters and asking for donations for the cost of the project.

Mrs. Schmidt asked if he was unable to acquire all the funds what would happen.

Brogan stated he would take out the most expensive playground equipment first.

Mr. Lukemeyer asked about liability insurance for the project.

Mr. DeMotte stated that the corporation would let the school's insurance company know that the project is being done.

Mr. Lukemeyer asked how the equipment was chosen.

Brogan stated that each piece of equipment must have a certain area around it for play and he chose the equipment.

Mrs. Bauer has approved the project for the school.

Mr. Lukemeyer asked if The Stenftenagel Group has approved of the project.

Mr. Stenftenagel stated he will help with the project.

Mr. Lukemeyer stated Brogan has done an impressive job on the project.

A motion by Arlet Jackle, seconded by Steve Lukemeyer, to approve the project with The Stenftenagel Group overseeing it, was unanimously approved by the Board.

Dr. Lorey introduced Zach Reuber and the Dubois County Humane Society and stated he would like permission to use Cabby Gym for a fundraising event.

Zach Reuber asked the Board's permission to use Cabby Gym for a fundraising event for the Humane Society on June 29 for a pro wrestling show to benefit the Dubois County Humane Society. He is working with a professional wrestling company for the event.

Mr. Eckerle asked what should be done to protect the floor.

Dr. Lorey stated they have a padding that is used on the gym floor at Ireland and could use that for the gym floor at Cabby.

Seating will be on the floor area and in the bleachers. Cost of the event is \$10.00 per person.

Mr. Eckerle asked how he would get the word out.

Mr. Reuber stated he plans on making flyers and distributing them.

Mrs. Schmidt asked about security.

Mr. Reuber stated that the ring is rented, and that Zero One USA sets up the ring and also does the security.

Mr. Lukemeyer asked if an event like this has ever been held at Cabby Gym.

Dr. Lorey stated there was something like this held at the gym when the middle school was still located at the site.

Mr. Eckerle asked if he is comfortable with the insurance.

Mr. Reuber stated that Zero One USA would have to put down a certificate holder.

Mr. DeMotte stated that the company's policy is sufficient, and the corporation would be secondary for the insurance.

A motion by Dr. Englert, second by Sara Schmidt, to approve the use of the gym for the wrestling event was voted 4-1 with Steve Lukemeyer voting no.

Wildcat Spotlight-Jasper High School Report-Mr. Geoff Mauck and Cassidy Nalley

Mr. Lukemeyer asked about going to the 3A competition and if we would still play 4A schools.

Mr. Mauck stated we would still play some 4A schools.

Mr. Mauck talked about the following:

- All the clubs being offered
- Freshman Orientation

Mrs. Schmidt asked if a teacher must oversee a club.

Mr. Mauck stated that teachers oversee the clubs.

Mr. Mauck stated if students want to start a new club, they must present their mission statement and meet other requirements before they can start a club.

Mr. Mauck stated the high school has the best student council in Indiana.

Mr. Mauck commented to the Board that the Career Cruise was being held on Wednesday and coordinated by Dana Knuz. He stated Mrs. Kunz does an impressive job.

Mr. Mauck showed a presentation of different events that are held at the high school.

He stated the Little Wildcats area, and the comfort dogs are a great asset.

The Board thanked him for the presentation and stated a job well done.

Curriculum Update—Mrs. Fawks

None

Student Support Services and Transportation Update—Mr. Buechlein

None

Building & Maintenance Update-Scott Stenftenagel

Mr. Stenftenagel asked the Board to approve the bid to replace the JHS air cooled chiller for \$161,484.40 with Custom Mechanical Construction.

A motion by Steve Lukemeyer, second by Dr. Englert, to approve the bid from Custom Mechanical Construction for the replacement of the JHS air cooled chiller, was unanimously approved by the Board.

Mr. Stenftenagel asked the Board to approve the bid from Jasper Lumber Company for \$458,990 with a contingency of \$25,000 to resurface the Jasper Middle School tennis courts.

Mr. Lukemeyer asked what the contingency money would be used for.

Mr. Stenftenagel gave a few circumstances that could affect the project and would need the contingency money.

A motion by Sara Schmidt, second by Arlet Jackle, to approve the bid from Jasper Lumber Company for the resurfacing of the JMS tennis courts, was unanimously approved by the Board.

Other Business:

Dr. Lorey asked the Board to approve the quote from Riverside Technologies to replace 4th and 5th grade computers. The project will cost \$149,500.

A motion by Steve Lukemeyer, second by Arlet Jackle, to approve the quote from Riverside Technologies for the 4th and 5th grade computers, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve a resolution for Greater Jasper Consolidated Schools to seek membership in the Coalition Continuous Improvement School Districts. The coalition unites districts seeking flexibility from state mandates, including instructional time flexibility to be able to reduce the number of instructional days by one. Another area that is looked at is teacher licensing requirements and creative ways to adjust graduation requirements for students.

Dr. Englert asked if we were asked to join.

Dr. Lorey stated in the past they were asked to join. She also stated the teacher licenses could be a problem in the future.

A motion by Dr. Englert, second by Sara Schmidt, to approve the resolution for membership in the Coalition Continuous Improvement School Districts, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the updated Wellness Policy.

Mrs. Schmidt asked in the future if more parents could be on the committee.

Dr. Lorey stated that more parents could be on the committee.

A motion by Steve Lukemeyer, second by Dr. Englert, to approve the Wellness Policy was unanimously approved by the Board.

Announcements:

The regular April Board Meeting will be held on Monday, April 22, 2024, at the Jasper High School Community Room at 7:00 p.m.

School will be in session on Monday, April 1, 2024. School will not be in session on Monday, April 8, 2024. This change is to accommodate the anticipated eclipse.

ISBA Regional Meeting-April 30, 2024, at the Klub Haus-Registration 5:30 p.m.

Adjourn:

There being no further business to conduct and upon a motion by Sara Schmidt, second by Dr. Englert, the Board voted to adjourn at 8:20 p.m.

No Executive Session was held.

Greg Werde President

Arlet Jackle Vice-President

Jul Ebert Secretary

[Signature] Member

Sara Schmitt Member

REAL PROPERTY SALES PURCHASE AGREEMENT

WITNESSETH THIS AGREEMENT dated _____, 2024, by and between the Greater Jasper Consolidated Schools, by and through its School Board of Trustees, (“Seller”) and the City of Jasper, Indiana, by and through its Board of Public Works and Safety or Common Council a political subdivision and governmental unit of the State of Indiana (“Buyer”) with respect to the sale and transfer of real property as described herein. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Seller shall provide and the Buyer shall receive the real property.

BACKGROUND

Buyer has proposed to develop all or a portion of the subject real property described on Exhibit A, attached hereto (the “Real Property”) into a 90,000 square foot *Regional Wellness Center* including an 8,000 sq. ft. fitness center, 4 full-court gymnasiums, 14,000 sq. ft. indoor aquatic center, indoor elevated walking track, 4 group exercise studios, and 5 community rooms including a community kitchen. Buyer further intends to develop an additional 19,000 square foot *Early Learning Center* as a component of the project, intended to serve more than 200 children, ages three through five. See project schematic incorporated by reference and attached as Exhibit B.

Seller recognizes the beneficial impact of the proposed Regional Wellness Center for the community and for the school corporation. Seller understands and desires to support the positive economic impact such a facility might have with regard to talent attraction and increased opportunities for students through programming including added activities, exercise and group meeting spaces. Seller further recognizes and supports improved health and wellness of the citizens of our community.

AGREEMENT

In consideration of the terms included in this Agreement and the exchange of other valuable consideration, Seller and Buyer agree as follows:

1. Sale of Property.
 - a. The real property is commonly known as a 10-acre tract of land located immediately between the Parklands of Jasper (on the east) and the Greater Jasper Consolidated High School Campus (on the west). Also bounded by 15th Street on the south and The Parklands of Jasper on the north. Parcel No. 19-06-26-200-007.002-002.
 - b. The Seller shall sell to the Buyer the Real Property, containing no improvements, subject to the terms and conditions of this Agreement.

2. Buyer. The City of Jasper, Indiana agrees to buy the Real Property from the Greater Jasper Consolidated Schools (“Seller”) for the consideration and subject to the terms, provisions and conditions contained herein.

3. Price. Buyer will pay the total purchase price of Two Hundred Twenty-one Thousand Seven Hundred Twenty-two Dollars and 50/100 (\$221,722.50).
4. Earnest Money. There shall be no earnest money deposited by Buyer.
5. Method of Payment. The entire purchase price shall be paid in cash and no financing is required.
6. Closing. The closing of the sale shall be on or May 1, 2024, unless an extension of time is mutually agreed to in writing. The Closing shall take place at a time, place and on a date agreeable to Seller and Buyer. Possession of the Real Property shall be delivered to Buyer at the Closing free of any rights of any third parties.
7. Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
 - a. Deed. A Warranty Deed conveying the real property to Buyer.
 - b. Sales Disclosure Form. An Indiana sales disclosure form.
 - c. Other documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Real Property to Buyer free and clear except permitted exceptions to title.
8. Buyer's Closing Documents.
 - a. Purchase price.
 - b. Sales disclosure form. An Indiana sales disclosure form.
 - c. Other documents. All other documents reasonably determined by Seller to be necessary to complete the transaction contemplated by this Agreement.
9. Buyer's Right to Inspect Property. The Buyer may conduct inspections, tests, and studies with respect to the physical and environmental condition of the Real Property. The Buyer and its consultants, agents, engineers, inspectors, contractors, and employees must be given reasonable access to the Real Property for the purpose of performing such due diligence. The Buyer shall not conduct any intrusive or destructive inspections or borings without the Seller's prior written consent, which consent shall not be unreasonably withheld.
10. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:
 - a. Title Insurance. The Seller shall be solely responsible for arranging for the procurement of Owner's policy of title insurance, including any and all closing fees or charges imposed by the title company.
 - b. Taxes and Assessments. Seller warrants that no property taxes are due and owing or accrued on the property to date. The Seller has no tax liability for any real property taxes or other assessments accrued through the calendar year 2025. Buyer shall be solely

responsible for any and all real property taxes assessed with respect to the Real Property on or after January 1, 2025.

- c. Attorney's Fees. Each of the parties will pay its own attorney's fees.
 - d. Appraisal Fees. Each of the parties will pay its own appraisal fees.
11. Evidence of Title. Seller will cooperate with the Buyer or the title company in clarifying or resolving any perceived deficiencies or clouds in the title. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement.
 12. Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the closing date, Seller shall not execute any contract, lease or other agreement regarding the Real Property without the prior written consent of Buyer. All risk of loss for the Real Property shall remain with the Seller until closing.
 13. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follow:
 - a. Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.
 - b. Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Real Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.
 - c. Liens. To Seller's knowledge, there are no liens or encumbrances against the Real Property that will remain after the Closing.
 - d. Environmental Laws. Except as revealed in any environmental assessment obtained by Buyer or provided to Buyer by Seller, to the best of Seller's knowledge, without investigation or inquiry (i) the Real Property does not qualify as "property" under the Indiana Responsible Property Transfer Law, and no Environmental Disclosure Document need be provided pursuant thereto; (ii) the Real Property is not contaminated with any hazardous substance; (iii) the Real Property does not appear on any state or federal CERCLA (Comprehensive Environmental Responsibility, Compensation, and Liability Act or "Superfund") lists; (iv) there is no asbestos or PCP's on the Real Property; (v) there is no underground storage tank on the Real Property; (vi) the Real Property has not been used as a plant or site where hazardous substances are subjected to treatment, storage, disposal or recovery; and (vii) the Real Property is not subject to any federal, state, or local Superfund lien, proceedings, claim, liability or action for the clean-up, removal, or remediation of any hazardous substance from the Real Property.
 - e. Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property.
 14. Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:
 - a. The Buyer shall use the Real Property exclusively for the purposes identified in this Agreement and commonly referred to as the *Regional Wellness Center*. Said

development may not be identical to Exhibit B, but Buyer shall develop the project in a manner that is consistent with the components identified therein.

- b. City and School will work together in the planning process in order to maximize the benefit to both parties as it pertains to connectivity and parking. The Real Property shall, to the extent reasonably possible, be developed in a manner that includes overflow parking and/or shared parking use between the project Buyer's users and Seller's users.
- c. Development Contingency Clause.
 - i. The effectiveness of this Agreement is contingent upon the successful commencement and completion of the development project as specified in Exhibit B.
 - ii. In the event that the Buyer is unable to commence or complete the Regional Wellness Center Project, the Buyer shall promptly notify the Seller in writing within 90 days of such determination. ("Development Failure Notice").
 - iii. Upon receipt of a valid Development Failure Notice, the Seller shall have the option to repurchase the property described in the Agreement at the original purchase price specified in the Agreement.
 - iv. The Seller must exercise this option by providing written notice to the Buyer within thirty (30) days from the date of receipt of the Development Failure Notice.
 - v. In the event of a repurchase, neither party shall have any further obligations or liabilities to the other under the Agreement.
 - vi. The Seller shall be responsible for any costs associated with the repurchase, including but not limited to closing costs.
- d. Right of First Refusal. The parties acknowledge and agree that the Buyer, in coordination with the Tri-County YMCA, plan to own and operate the Regional Wellness Center as a community asset for the purposes set out herein. In the event that neither Buyer nor the Tri-County YMCA desire to continue operating and owning ("abandon") the project, Seller shall have the option, but not the obligation, to repurchase the Real Property and improvements located thereon. Upon such decision to abandon the project, Buyer agrees to provide written notice to Seller within ninety (90) days and Seller shall then have ninety (90) days from the receipt of such notice to exercise the right of first refusal.

15. Broker's Commission. Buyer and Seller represent to each other that no brokers are involved in this agreement and that no commissions are due to brokers at closing.

16. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

- a. If to Buyer:
City of Jasper
c/o Mayor
610 Main Street, P.O. Box 29

Jasper, IN 47547-0029
(812) 482-4255

With a copy to: City of Jasper
c/o City Attorney
610 Main Street, P.O. Box 29
Jasper, IN 47547-0029
(812) 482-4255
rjkabrick@jasperindiana.gov

b. If to Seller: Greater Jasper Consolidated Schools
c/o Dr. Tracy Lorey, Superintendent
1520 Saint Charles Street
Jasper, IN 47546
(812) 634-2420

With a copy to: Mr. Tim DeMotte
710 Main Street
Jasper IN 47546

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

17. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.
18. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and reimbursement of any fees related to Title Insurance, incurred by Buyer.

19. No Third-Party Beneficiaries. This Agreement inures to the benefit of the Buyer and the Seller only, and no third party shall have any rights under it, except as expressly provided herein.
20. Survival. This Agreement, each of its provisions and all representations, warranties, covenants and agreements in this Agreement will survive the closing and shall not merge in any instrument conveying title to the Buyer.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, Buyer and the Seller have, through their duly authorized representatives, entered into this Real Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

SELLER:

Greater Jasper Consolidated Schools

Greg Eckerle, President

Date

BUYER:

City of Jasper, Indiana

Dean Vonderheide, Mayor

Date

Kiersten Knies, Clerk Treasurer

Date

Approved as to Form:

Renee J. Kabrick, Attorney
City of Jasper, Indiana

Timothy DeMotte, Attorney
Greater Jasper Consolidated Schools