

Minutes for Tuesday, November 17, 2015

Mr. Jerwers moved to approve the minutes from Thursday, November 12, 2015.

Mr. Schroeder seconded the motion.

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Commissioner Love introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ECONOMIC DEVELOPMENT FACILITIES REVENUE BONDS (BLUFFTON UNIVERSITY), IN ONE OR MORE SERIES, OF THE COUNTY OF PUTNAM, OHIO IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF ASSIGNMENTS OF LOAN AGREEMENT TO SECURE SUCH BONDS; AUTHORIZING EXECUTION OF BOND PURCHASE AGREEMENTS WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION OF TAX REGULATORY AGREEMENTS; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the County of Putnam, Ohio (the "Issuer"), by virtue of the laws of the State of Ohio, including Article VIII, Section 13 of the Constitution of Ohio and Chapter 165 of the Ohio Revised Code (the "Act"), acting by and through its Board of County Commissioners (the "Board"), is authorized and empowered, among other things, (i) to make a loan to assist in the financing and the refinancing of the acquisition, construction, installation and equipping of facilities constituting the Project, as hereinafter defined, (ii) to issue and sell its revenue bonds to provide moneys for such loan and (iii) to enact this legislation and execute and deliver the agreements and instruments hereinafter identified; and

WHEREAS, Bluffton University (the "Borrower") has requested the Issuer to issue economic development revenue bonds, in one or more series, pursuant to the Act (the "Bonds") for the purpose of (1) refunding and retiring the outstanding principal amount of the \$9,000,000 original principal amount State of Ohio Higher Educational Facility Revenue Bonds (Bluffton University 2010 Project) (the "Prior Bonds"), the proceeds of which were used to finance and refinance the costs of (A) constructing and installing elevator towers for Musselman Library and the College Hall Administrative Building, constructing and installing new staircases and restrooms for College Hall Administrative Building and acquiring, renovating and installing heating and other HVAC systems on the Borrower's campus, together as to all of the foregoing with the acquisition and installation of all related fixtures, furnishings and equipment and all related site improvements, (B) constructing, equipping and furnishing a new four-floor, approximately 45,000-square-foot academic center, providing space for a media center, computer center, 16 classrooms and 40 offices and other workplaces, renovating the heating and air-conditioning system in Mosiman Hall (the music hall), renovating the theatre/auditorium in College Hall Administrative Building and making other improvements to that building and renovating food service and related facilities in Marbeck Center (the student union), and various other campus buildings and upgrading various residence halls and other buildings with window replacements, replacement furniture, and other improvements, and (C) constructing, equipping and furnishing a new residence hall providing housing for approximately 109 students and a head resident and consisting of four floors of living space and one floor for a laundry room, exercise room and mechanical equipment, and renovations to the Borrower's library, other academic buildings,

residence halls, recreational and athletic facilities and the student union such as window replacements, HVAC and heating structural changes, flooring replacements, residence hall door and lock replacements, fire protection sprinkling systems, and tennis court, outdoor running track and other athletic facilities upgrades, including necessary equipment therefor (collectively, the "Prior Projects"), (2) financing the acquisition, construction and/or renovation of student housing facilities of the Borrower (the "New Project," and together with the Prior Projects, the "Project"), including costs incidental thereto, (3) providing capitalized interest for the Bonds, and (4) paying certain costs and expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, this Board has determined and does hereby confirm, in sole reliance upon representations of the Borrower, that the financing and refinancing of the acquisition, construction, installation and equipping of the Project will create and preserve jobs and employment opportunities and will promote the health and economic welfare of the people of the Issuer and of Allen County, Ohio, and that the Issuer, through the issuance of revenue bonds, in one or more series, in an aggregate amount not to exceed \$13,000,000, will be acting in the manner consistent with and in furtherance of the provisions of the laws of the State of Ohio, particularly Article VIII, Section 13 of the Constitution of Ohio and the Act; and

WHEREAS, this Board has determined to authorize such Bonds and to award the sale thereof to First Financial Bank, National Association (the "Original Purchaser"); and

WHEREAS, it is necessary in connection with the issuance of such Bonds for the purpose of financing and refinancing the Project to provide for the authorization of the Issuer Documents and certain other documents in connection with the issuance of the Bonds;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Putnam, Ohio:

SECTION 1. That this Board hereby determines it expedient that revenue bonds shall be issued pursuant to the provisions of the Act, in an aggregate principal amount not to exceed \$13,000,000, for the purposes set forth in the preambles hereto. Such Bonds shall be designated "County of Putnam, Ohio Economic Development Facilities Revenue Bonds (Bluffton University)" with such further designation as shall be necessary or appropriate to distinguish the respective series of the Bonds. The Bonds shall be issued in one or more series in the form and denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at the rate or rates, and be payable on the dates as hereafter provided in the Bond Purchase Agreements hereinafter authorized.

SECTION 2. That, in addition to the words and terms defined in the recitals and elsewhere in this resolution (the "Bond Legislation"), the words and terms defined in this Bond Legislation shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Loan Agreements or in the Bond Purchase Agreements, each as hereinafter defined.

Any reference herein to the Issuer, or to any officer or official or employee thereof, shall include those succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Internal Revenue Code of 1986, as amended (the "Code"), the Ohio Constitution or the Act or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised,

supplemented, or superseded; provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amounts and manner, at the times, and from the sources provided in this Bond Legislation, except as otherwise herein permitted, or shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, a Holder, or the Borrower under the Loan Agreement.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, any pronoun shall be deemed to cover all genders, and the terms "herein," "hereof," "hereby," "hereto," "hereunder," and similar terms, mean this Bond Legislation and not solely the portion hereof in which any such word is used.

SECTION 3. That each series of the Bonds shall be initially issued as one fully registered bond, in the name of the Original Purchaser, dated as of its initial date of delivery to the Original Purchaser, in the denomination of the principal amount of the respective series of the Bonds, numbered R-1, and in the form of Exhibit A to the respective Bond Purchase Agreement. The Bonds shall, in any event, be in the minimum denominations of no less than \$100,000. The Bonds shall mature no later than the Final Maturity Date, which shall be no later than twenty-two (22) years from the date of initial delivery thereof (subject to all provisions herein for amortization and redemption). Upon any transfer and surrender of the Bonds in accordance with the provisions of the Bond Purchase Agreements, the Issuer shall execute and deliver a new bond in exchange therefor as provided in the Bond Purchase Agreements.

The principal of each series of the Bonds shall be payable in accordance with the amortization schedules to be set forth in the Bond Purchase Agreements hereinafter authorized, provided that the first payment of principal of the Bonds shall occur no earlier than January 1, 2016, and the final installment of the principal of each series of the Bonds shall be paid no later than the respective Final Maturity Date.

Interest from the date of issuance of each series of the Bonds on the outstanding principal amount of such Series of the Bonds shall be payable on each Interest Payment Date as set forth in the Bond Purchase Agreements, provided that the first payment of interest on the Bonds shall occur no earlier than January 1, 2016. Interest on the outstanding principal balance of the Bonds shall be a variable rate of interest based upon a formula incorporating the London interbank offered rate, as more specifically described in the Bond Purchase Agreements; provided however the rate of interest on the Bonds may not exceed the maximum rate permitted by law.

Interest on the Bonds shall be calculated as set forth in the Bond Purchase Agreements. Each installment shall be applied first to interest due and the balance to repayment of principal. All principal and interest shall be paid in full on or before the respective Final Maturity Date.

In any case where the date of maturity, a payment date of interest on or principal of the Bonds, or a date fixed for redemption of the Bonds will be a Legal Holiday, then payment of such interest on or principal of the Bonds need not be made on such date but may be made on the next succeeding day that is not a Legal Holiday with the same force and effect as if made on the date of maturity or the date fixed for redemption or payment of principal and interest.

The Bonds shall be subject to prepayment and redemption as provided in the Bond Purchase Agreements and the Loan Agreements.

All Bond Service Charges shall be payable in lawful money of the United States of America at the principal office of the Holder, by check or draft.

The Bonds shall be executed on behalf of the Issuer by at least two members of the Board, provided that such signatures may be facsimiles. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

SECTION 4. That the Bonds authorized hereby shall bear on their faces a statement that the Bonds are not general obligations, debt or bonded indebtedness of the Issuer, the County of Allen, Ohio, or the State of Ohio or any political subdivision thereof, and the holders or owners of the Bonds are not given the right, and have no right, to have excises or taxes levied by the State of Ohio or any political subdivision thereof, for the payment of the debt service on such Bonds and that the right to such payment is limited to the revenues and funds pledged for such purpose under the Bond Legislation. The Issuer hereby pledges the Pledged Receipts for the payment of debt service on the Bonds.

SECTION 5. That at least two members of the Board are hereby authorized and directed to do all the acts and things required of them by the provisions of the Bonds and the Bond Purchase Agreements hereinafter authorized to the end that full and complete performance of all of the terms, covenants and agreements of the Bonds and Bond Purchase Agreements shall be effected, including taking all actions necessary to complete the sale of the Bonds under the "Blue Sky" laws of any jurisdiction, to the extent applicable; provided that the Issuer shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

SECTION 6. That at least two members of the Board are hereby authorized and directed to execute and deliver on behalf of the Issuer one or more Loan Agreements with the Borrower and one or more Assignments of Loan Agreement assigning the Loan Agreements to the Original Purchaser. The Loan Agreements and the Assignments of Loan Agreement shall be substantially in the forms presented to and on file with this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Loan Agreements and Assignments of Loan Agreement as aforesaid.

SECTION 7. That at least two members of the Board are hereby authorized and directed to execute and deliver on behalf of the Issuer one or more Bond Purchase Agreements, providing for the sale of the Bonds to the Original Purchaser, substantially in the forms heretofore presented to and on file with this Board, subject to such changes, insertions and omissions as may be approved by the this Board, which approval shall be conclusively evidenced by the execution of said Bond Purchase Agreements and so long as the terms of purchase contained therein are within the guidelines established in this Bond Legislation.

SECTION 8. That this Board hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code. That either the Chairperson of the Board or the Secretary of the Board, acting alone, or any other officer having responsibility with respect to the issuance of said Bonds is individually authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of said Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

SECTION 9. That any member of the Board, acting alone, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents and instruments in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to provide that the Bonds constitute "qualified 501(c)(3) bonds" under the Code. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Issuer, which approval shall be conclusively evidenced by the execution thereof as aforesaid. The Issuer hereby separately designates each series of the Bonds as "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code. This Board does not anticipate that the Issuer will issue more than \$10,000,000 of "qualified tax-exempt obligations" during either of the calendar years 2015 or 2016.

SECTION 10. That at least two members of the Board are hereby authorized and directed to execute and deliver on behalf of the Issuer one or more Tax Regulatory Agreements. The Tax Regulatory Agreements shall be substantially in the forms presented to and on file with this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Tax Regulatory Agreements as aforesaid.

SECTION 11. That at least two members of the Board are authorized and directed to execute and deliver on behalf of the Issuer a Contracting Political Subdivisions Agreement with the County of Allen, Ohio to address, among other items, that the Issuer will issue the Bonds to refund the Prior Bonds that financed and refinanced the Prior Projects and to finance the New Project, each of which are located in the County of Allen, Ohio. The Contracting Political Subdivisions Agreement shall be substantially in the form presented to and on file with this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Contracting Political Subdivisions Agreement as aforesaid.

SECTION 12. This Board, as the "applicable elected representative" of the Issuer for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Bonds in an aggregate amount not to exceed \$13,000,000, the proceeds of which will be used to (i) refund and retire all or a portion of the outstanding principal amount of the \$9,000,000 original principal amount State of Ohio Higher Educational Facility Revenue Bonds (Bluffton University 2010 Project), the proceeds of which were used to finance and refinance the costs of (A) constructing and installing elevator towers for Musselman Library and the College Hall Administrative Building, constructing and installing new staircases and restrooms for College Hall Administrative Building and acquiring, renovating and installing Borrower heating and other HVAC systems on the Borrower campus, together as to all of the foregoing with the acquisition and installation of all related fixtures, furnishings and equipment and all related site improvements, (B) constructing, equipping and furnishing a new four-floor, approximately 45,000-square-foot academic center, providing space for a media center, computer center, 16 classrooms and 40 offices and other workplaces, renovating the heating and air-conditioning system in Mosiman Hall (the music hall), renovating the theatre/auditorium in College Hall Administrative Building and making other improvements to that building and renovating food service and related facilities in Marbeck Center (the student union), and various other campus buildings and upgrading various residence halls and other buildings with window replacements, replacement furniture, and other improvements, and (C) constructing, equipping and furnishing a

new residence hall providing housing for approximately 109 students and a head resident and consisting of four floors of living space and one floor for a laundry room, exercise room and mechanical equipment, and renovations to the University library, other academic buildings, residence halls, recreational and athletic facilities and the student union such as window replacements, HVAC and heating structural changes, flooring replacements, residence hall door and lock replacements, fire protection sprinkling systems, and tennis court, outdoor running track and other athletic facilities upgrades, including necessary equipment therefor (the "2010 and Pre-2010 Projects"); (ii) finance the acquisition, construction and/or renovation of Borrower student housing facilities (the "New Project," and together with the 2010 and Pre-2010 Projects, the "Project"), including costs incidental thereto; (iii) provide capitalized interest for the Bonds; and (iv) pay certain expenses incurred in connection with the issuance of the Bonds. The Project is located within the Village of Bluffton, Ohio on the campus of the Borrower. The Borrower administrative offices are located at 1 University Drive, Bluffton, Ohio 45817, and the Borrower campus is situated in the Village of Bluffton, Ohio in the area bounded by West Elm Street, Bentley Road (College Road), Campus Drive and South Spring Street and on land adjacent or otherwise in close proximity thereto.

SECTION 13. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Bond Legislation or the Issuer Documents, or any certificates of the Issuer that are given in connection therewith, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Issuer Documents.

SECTION 14. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Bond Legislation were adopted in an open meeting of this Board, and that all deliberations of this Board were conducted in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this Bond Legislation shall be in full force and effect following its adoption. This Bond Legislation supersedes any prior resolution of this Board on the subject matter hereof.

Mr. Jerwers seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Comm. Jrl. 108, Pages 294-305

Mr. Schroeder moved the adoption of the following Resolution:

WHEREAS, On November 3, 2015, a majority of voters in Kalida Village, Pandora Village and Riley Township approved a referendum that authorized the formation of an "opt-out" governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers.

now therefore, be it

RESOLVED, The Board of County Commissioners does hereby approve the attached "Electric Governmental Aggregation Plan of Operation and Governance".

Mr. Love seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Comm. Jrl. 108, Pages 306

Mr. Jerwers moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2015, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 016 Ditch Maintenance
R 6, Advance Out.....\$22,000.00
and be it

RESOLVED, that per the request of the Putnam County Commissioners for the purpose of the County General Fund the following advance of funds is authorized by the Board of County Commissioners:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
R 6, Advance Out	A 25A, Advance In	\$22,000.00
(Repay County General for Advance in August, 2015)		

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Comm. Jrl. 108, Page 307

Mr. Jerwers moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2015, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

For E-911, Fund 100
100 CUPG, Communications Upgrade.....\$335,000.00
(new radio tower & demolish old tower)

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Comm. Jrl. 108, Page 308

Mr. Schroeder moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2015, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 022, Brookhill Center
8 E 2, Comp. of Employees.....\$80,000.00
8 E 3, Office Supplies.....\$ 1,000.00
8 E 7E, Hospital Insurance.....\$15,000.00

Fund 028, Community MR/DD Residential
28 CS, Contract Services.....\$ 5,000.00

Mr. Love seconded the motion
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes
Comm. Jrl. 108, Page 309

Mr. Jerwers moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2015, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 057, Airport Construction Grant
57 CT, Airport Construction Grant.....\$3,006.75
Mr. Schroeder seconded the motion
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes
Comm. Jrl. 108, Page 310

Mr. Schroeder moved that the following appropriation modification be made for the year ending December 31, 2015.

For Solid Waste District Disposal Fees
From...35 EXP, Other Expenses.....to....35 REP, Repairs.....\$ 2,000.00
Mr. Love seconded the motion
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes
Comm. Jrl. 108, Page 311

Now and Then Purchase Orders.....

Airport.....Purchase order 31079
Airport Operations.....Purchase order 30181
Airport Construction Grant.....Purchase order 30180
E-911.....Purchase order 29674
Jail.....Purchase order 30003
Landfill Closure/Maint.....Purchase order 30177
Office of Public Safety.....Purchase order 2574
Sheriff.....Purchase order 30002,30004
Solid Waste Dist. Disposal Fees.....Purchase order 30178
Youth Subsidy.....Purchase order 29790

Mr. Jerwers moved to approve the now and then purchase orders
Mr. Schroeder seconded the motion
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes
Exceptions: Mr. Jerwers none Mr. Schroeder none Mr. Love none
Comm. Jrl. 108, Page 312

Purchase orders and Travel Requests.....

Commissioners.....Staples, 20 cases 8 ½ x 11 copy paper \$579.80;

Office of Public Safety...Blanket P.O.for ambulette maintenance, \$500.00; blanket P.O. for ambulette fuel, \$1,500.00;

Mr. Jerwers moved to approve the purchase orders and travel requests.

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Exceptions: Mr. Jerwers none Mr. Schroeder none Mr. Love none

Mr. Schroeder moved to approve the revised lease agreement with HomeCare & Hospice. This lease agreement made at Ottawa, Ohio this 17th day of November, by and between the Putnam County Commissioners, Putnam County Courthouse, 245 East Main Street, Ottawa, Ohio as Lessor and HomeCare & Hospice as Lessee:

As the parties are desirous of entering a lease agreement upon the terms and conditions herein stated and upon the mutual promises and covenants contained herein;

NOW THEREFORE the parties agree as follows:

1. Lessor leases to Lessee and Lessee leases from Lessor the following described property:

Situated within the Village of Glandorf, County of Putnam and State of Ohio and described as follows:

Suite 3, Glandorf Complex, 575 O-G Road, Ottawa, Ohio.

2. The term of this lease is from December 1, 2015 thru December 31, 2020.
3. Lessee agrees to pay the sum of \$4,250.00 per month, payable in monthly payments, due on the 10th of each month.
4. Lessor agrees to pay all utility costs, except telephone service, and maintenance costs associated with the offices and will provide parking lot snow removal. Lessee will be responsible for their own cleaning of said offices.
5. Lessee further agrees to deliver and surrender to Lessor, etc. for their heirs, successors and assigns the possession of the premises hereby leased at the expiration of the term aforesaid in as good a condition and repair as the same shall have been at the term, the natural wear and tear expected.
6. No waiver of any of Lessor's rights hereunder shall be construed to be a waiver of any other rights they may have.
7. Lessee further agrees that if any waste be committed upon or unnecessary damages be done to the demised property, Lessor may for that cause enter upon the same and avoid this lease, or bring his action and recover for such damage without avoiding this lease at his election.
8. Lessor will warrant and defend Lessee in the quiet enjoyment and peaceful possession of the above premises during the term aforesaid.
9. All of the terms and conditions of this Agreement shall apply and continue during the term of the Lease until said Lease is terminated. Said Lease shall be terminated upon either party giving written notice to the other at least 60 days prior to the date of the anticipated termination of this agreement.

IN WITNESS WHEREOF, the parties to this Lease have set their hands in duplicate the date and year first written above.

Mr. Jerwers econded the motion

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Comm. Jrl. 108, Pages 312A&B

8:30 a.m.

Commissioner Love moved to open the business session.

Commissioner Schroeder seconded the motion.

Vote: Mr. Jerwers absent Mr. Schroeder yes Mr. Love yes

8:50 a.m.

Commissioner Jerwers arrived

9:30 a.m. – 11:30 a.m.

Administrator Jack Betscher and clerk Betty Schroeder attended the safety committee meeting held at the Office of Public Safety.

11:00 a.m.

Commissioners Love, Schroeder and Jerwers met with County Commissioners Deferred Comp representatives and then went to lunch.

Eric Sanderson, Suzanne Delaney, Keith Blosser and Lillian Shaunessy met with Commissioners Love, Schroeder and Jerwers to discuss the Deferred Compensation program through CCAO, Empower. Suzanne introduced Lillian who is Putnam County's representative for the program. Suzanne talked about the availability of funds in the program and the diversity. Empower is online and will calculate payments at the time of retirement and figure how much is needed to save for a goal. Participant totals were given to the Commissioners. The goal is to attract the younger employees to set them up to save to retirement. There are no many young employees signed up with CCAO. The investment options were also shown. The managed account service is also available. Managed account service looks at balance and outside assets and tailors an investment option for you. The option to select own investment options also. Can set a target and advises you how to save to meet the target. Shows what monthly payments will be "net amount". John has asked about the initial option of signing up for program. At the time of hire both options may not be presented. It was stated that an employee can be enrolled in both the State and CCAO programs. These options will help with "financial health". Public sector employees are relying mostly on PERS for retirement. It is good to have other options out there also. With the changes going through, people are going to have to work longer to get the payments needed to maintain lifestyle. Lillian has been a rep here for 3 years and some people don't know what she has. She cannot get into some departments. The availability needs to be presented to all employees. There are options that are not being used because they are not known. Lillian would like to be invited to staff meetings to present the program. Could also invite her to the wellness day or a training. She could come to the elected officials meeting which is held once a month. Vince said new employees should be targeted and given the information at hire. Insert the information in the new employee packet of information received. There is a limit of deferred amount if in both options. The commissioners recommended Lillian talk to Kim in the Auditor's office who handles the new hires and payroll.

Suzanne asked about how CCAO can be of further assistance to the counties. The commissioners did not have any comments. John talked about the CEBCO and CORSA programs and the support for those. CCAO is known by representatives/legislators but the decision making process has changed so not as much time is available develop relationships. Inquiries can be made to legislators for capital funds. The capital projects

cannot go toward Courthouses. There is a possible option of being reimbursed for the e poll books, new election equipment, next generation. HAVA paid for the equipment previously the requests need to be put together now. Need to have the Secretary of State on board. The responsibility needs to be shared. All the counties will be purchasing new election equipment at the same time except two counties, one is Putnam. Do not want to be testing new equipment in a presidential election. Constitutional modernization committee talked about changing terms, two years is too short. 4 and 6 year terms are being looked at with term limits.
11:45 a.m. The group left for lunch.

1:30 p.m.

A public meeting was held in the assembly room regarding the issuance of bonds for Bluffton University.

3:00 p.m. – 3:45 p.m.

Agenda. Present were Commissioners Love, Schroeder and Jerwers; administrator Jack Betscher and clerk Betty Schroeder.

3:50 p.m.

Mr. Love left to meet with Mike Klear at the Office of Public Safety.

3:50 p.m. – 4:20 p.m.

Mr. Schroeder went with Carol Bunn to view the offices being vacated by the Board of Elections in the Annex.

3:50 p.m.

Mr. Jerwers left

4:30 p.m.

Mr. Schroeder left

Mr. Schroeder moved that the minutes/discussion notes be approved as read.

Mr. Love seconded the motion and the roll being called upon its adoption, the vote resulted as follows: Mr. Jerwers n/a Mr. Schroeder yes Mr. Love yes