

Fulton County Board of Commissioners Meeting

Monday, November 18, 2019

MEETING CALLED TO ORDER at 9:00 a.m. with the Pledge to the Flag. Present: Bryan Lewis, Rick Ranstead, Steve Metzger, county attorney Holli Shorter-Pfeiffer, and Auditor Christina Sriver.

CORONER – Jeri Good stated that she has spoken to several neighboring counties that have encouraged Fulton County to enter a MOU providing mutual aid to other counties under disastrous circumstances. Gial Karas, 911 Director, mentioned that the county is involved in mutual aid for similar circumstances and she would like to discuss with Jeri further to be sure the two plans coincide. Rick motioned to approve the mutual aid agreement among Marshall, St. Joe, Kosciusko, and LaPorte Counties, Steve seconded; carries 3-0.

IT/MAINTENANCE – Josh Sriver received the final quote from Eaton Fencing with the taxes removed. This is to surround the exterior mechanical units at the Courthouse. It is a nine-foot chain-link fence with privacy slats with double entry on the east side for larger equipment storage. Commissioners prefer a light color that matches the courthouse. Commissioners are concerned about public use of the dumpsters. Rick motioned to approve the fencing, Steve seconded; carries 3-0. Josh discussed the quote for the Salamander equipment for employee ID cards, asset tracking and training. The program will support the help-ticket system as well. The ID printer would be placed in the Auditor's office for onboarding and exiting employees. Rick motioned to move forward with the purchase, Steve seconded; carries 3-0. The courthouse lawn will be looked at again in the spring to check for any reseeding that needs to be done.

EMA – Larry Hoover will work with HR to train on the Salamander project. The multi-hazard mitigation has been posted on the city and county websites for public comment.

COMMUNICATIONS – Gail Karas delivered the reports for November and reviewed. A consultation for the dispatch center in the new jail has been received for \$25,000 and fifty percent of the consult will go toward the build. The jail contractor is leaving the dispatch unit as a shell for the county to finish out. There is question of the depth of finishing or financial allowance the architect has planned for. Josh discussed a rental agreement for equipment. Commissioners would like to clarify what the scope of the dispatch center with the architect before signing a consultation agreement. Building a tower would be less expensive than leasing a tower through the local phone company. Upon receiving a response from the architect Steve motioned to approve the contract pending County Attorney review and acceptance, Rick seconded; carries 3-0.

SHERIFF – Sheriff Sailors stated that the department is looking into choosing an officer and funding for training and purchase of a K-9 to replace the officer and K-9 that left employment.

HIGHWAY – John Geier updated on the department activities including patching, grading, ditching projects and prepping for winter. River Road emergency repair is complete. John stated that the specs are almost ready but has a few additions to make. He will send to the newspaper for advertisement later today.

ORDINANCE REGULATING ANIMAL CONTROL – The third and final reading will be postponed due to citizen and law enforcement concerns. Sheriff Sailors voiced concerns of tethered animals and the effect to the Amish. He will discuss further with Commissioners at a later date.

VSO – Ric Fouts presented a report for November and reviewed. Ric stated that there are 1,451 vets according to Federal database which would leave approximately 1,000 unreached vets in Fulton County, likely the forty and under demographic not in contact with. He participated in a fundraiser serving food on Veteran’s Day.

RESOLUTION AUTHORIZING CIRCULATION OF PETITION OF TAXPAYERS – Bryan read the resolution aloud:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, INDIANA, DETERMINING
A NEED FOR PROJECT AND INTENT TO PROCEED AND AUTHORIZING CIRCULATION OF PETITION
OF TAXPAYERS

RESOLUTION NO. 120219

WHEREAS, the Board of Commissioners ("Board") of Fulton County ("County") has investigated the need for funding the acquisition and construction of a new County jail facility, together with all necessary appurtenances, related improvements and equipment ("Project") to be located in the County; and

WHEREAS, the Board has determined that it is in the best interest of the County and its residents to proceed with the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, INDIANA, THAT:

The Board hereby determines, after investigation, that a need exists for the Project. The Board hereby further determines that, in order to move forward with the Project, it intends to approve funding needed for the acquisition and construction of the Project and/or support other governmental bodies or departments of the County in funding and constructing the Project.

The Board hereby authorizes the circulation of the supporting petition of taxpayers requesting the lease of the Project.

This resolution shall be in full force and effect immediately upon its passage.

Rick motioned to approve, Steve seconded; carries 3-0.

RESOLUTION TO ESTABLISH INTENT TO LEASE – Bryan read the Resolution aloud:

RESOLUTION NO. 120219A

BOARD OF COMMISSIONERS
FULTON COUNTY, INDIANA

WHEREAS, the Fulton County Building Corporation ("Corporation") has been or will be organized pursuant to the Indiana Non-Profit Corporation Act of 1991 for the purpose of acquiring a site or sites, constructing and equipping a new county jail facility, together with all necessary appurtenances and related improvements (collectively, "Project") for use by Fulton County, Indiana ("County"); and

WHEREAS, drawings, plans, specifications and estimates for the construction of the Project have been prepared and submitted to the Board of Commissioners ("Board") of the County and meet with the approval of the Board; and

WHEREAS, a proposed lease for the completion of the Project ("Lease") with the Corporation has been drafted and submitted; and

WHEREAS, the County Council has imposed a tax rate for correctional and rehabilitation facilities in the County, allocated public safety revenues and imposed a special purpose tax rate for county jail facilities (collectively, "LIT Revenues") pursuant IC 6-3.6-6-2.7 (collectively, "Act"); and

WHEREAS, the Act permits the issuance of bonds and lease rentals under a lease to be paid from the LIT Revenues imposed by the County Council; and

WHEREAS, the Lease provides that lease rentals will be payable from LIT Revenues, and, to the extent LIT Revenues are insufficient, from a tax levied on all taxable property in the County; and

WHEREAS, the County does not expect to levy a tax to pay the rentals under the Lease and, therefore, will not be financing a controlled project within the meaning of IC 6-1.1-20; and

WHEREAS, it now appears to this Board that the Project provides the necessary facilities for the citizens of the County, and that the proposed Lease with the Corporation, as Lessor, provides for fair and reasonable rentals;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY, INDIANA, THAT:

Providing for the financing of the Project by the Fulton County Building Corporation ("Corporation") and the leasing of same to Fulton County, Indiana ("County") is in the public interest of the citizens of the County and it is a proper public purpose for which this Board agrees to cooperate with the Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and county governments.

The terms and conditions of the proposed form of the lease and the estimates, plans and specifications are approved and agreed to as the basis for a hearing, as required by law, and that such hearing should be held by this Board upon the necessity for the execution of such lease and whether the lease rentals provided therein are fair and reasonable rentals for the proposed Project, prior to final determination of such questions, so that this Board may determine whether to execute such Lease as now written, or as modified, said hearing to be held December 16, 2019 at 6:00 p.m. in the Commissioners Room, 125 East 9th Street, Rochester, Indiana.

The Auditor is authorized and directed to publish, or cause to be published, a notice of such hearing as required by law.

Upon the redemption or retirement of the bonds to be issued by the Corporation, the County will accept from the Corporation title to the Project, free and clear of any and all liens and encumbrances thereon.

The Board hereby approves the appointment of two independent appraisers to determine the fair market value of the existing jail located at 815 Madison Street, Rochester, Indiana located in the County (and as further described in the Lease, "Tract I") and the real property on which the Project will be constructed (as further described in the Lease, "Tract II").

The Lease will be for a maximum term of twenty-one (21) years with a maximum annual lease rental of \$800,000, beginning on July 15, 2020 and ending upon completion of the Project on Tract II and thereafter at the maximum annual rate of \$2,000,000. The purpose of the Lease is to provide for the financing and completion of the Project.

Rick motioned to approve the Resolution, Steve seconded; carries 3-0.

LEASE AGREEMENT – The Commissioners stated that a copy will be provided to any interested party.

LEASE AGREEMENT
Between
FULTON COUNTY BUILDING CORPORATION
LESSOR
and
FULTON COUNTY, INDIANA
LESSEE
Executed this 2nd day of December, 2019
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this ___ day of December, 2019, between the Fulton County Building Corporation, an Indiana not-for-profit corporation ("Lessor"), and Fulton County, Indiana, a municipal corporation existing under the laws of the State of Indiana ("Lessee" or "County"),

WITNESSETH THAT:

WHEREAS, the Lessor has been organized under the Indiana Non-Profit Corporation Act of 1991 and in pursuance of the provisions of Indiana Code 5-1-14, Indiana Code 6-3.6 ("LIT Statute") and Indiana Code 36-1-10 for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including a building or buildings to be used as a jail for the County, and the necessary equipment and appurtenances, including acquiring land, existing building or buildings and demolition of, constructing, improving, or expanding the same and any other reasonably related costs;

WHEREAS, (i) IC 6-3.6-2.7 of the LIT Statute provides for the imposition of a tax rate by the county fiscal body for correctional facilities and rehabilitation facilities in the County; (ii) IC 6-3.6-8 provides for allocation of additional tax revenues to public safety; and (iii) IC 6-3.6-7-8.7 provides for the imposition of a special purpose additional tax rate by the county fiscal body for county jail facilities in the County (collectively, "LIT Revenues");

WHEREAS, IC 6-3.6-5 of the LIT Statute prohibits the adopting body from reducing the proportional allocation of the additional revenue that was allocated the preceding year below an amount necessary to pay the proposed rentals authorized herein; and

WHEREAS, the annual rentals to be paid under the Lease by the Lessee will be derived from the LIT Revenues and, to the extent the LIT Revenues are not sufficient, from an ad valorem property tax levied on all property taxpayers in the County;

Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Fulton County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, consisting of the existing Fulton County Jail ("County Jail") located at 815 Madison Street, Rochester, Indiana ("Tract I") and the real estate upon which a new county jail facility will be constructed ("Tract II"), including all necessary appurtenances related improvements and equipment (collectively, "Project") to be completed by the Lessor according to plans and specifications prepared by the architects employed by the Lessee ("Leased Premises"). Upon the completion of the Project on Tract II, the parties agree to execute a termination of the Lease solely as to the existing County Jail located on Tract I, at which time Tract I will be removed from the definition of Leased Premises.

The above-mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional construction work or equipment do not alter the character of the buildings or reduce the value thereof. Any such additional construction work or equipment shall be part of the property covered by this Lease. The above-mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty-one (21) years, beginning, with regard to Tract I, on the date the Lessor acquires fee simple title to Tract I, and beginning, with regard to Tract II, on the date on which the Project is ready for use and occupancy, and ending on the day prior to such date twenty-one (21) years thereafter. However, the term of this Lease will terminate at the earlier of: (a) the exercise by the Lessee of the option to purchase the Leased Premises and the payment of the option price; or (b) the payment or defeasance of all bonds issued: (i) to finance the cost of the Leased Premises, (ii) to refund such bonds; (iii) to refund such refunding bonds; or (iv) to improve the Leased Premises. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above-described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

With regard to Tract I, the date the Lessor acquires fee simple title to Tract I as further described in Exhibit A shall be endorsed on this Lease at the end hereof by parties hereto as soon as the same can be done after such acquisition, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to Tract I, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

With regard to Tract II, the date the Project on Tract II is substantially completed and ready for occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to Tract II, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

Rental Payments. With regard to Tract I, the Lessee agrees to pay rentals at the maximum annual rate of \$800,000, payable semiannually on January 15 and July 15 ("Interim Rentals"), beginning on July 15, 2020 and ending upon completion of the Project located on Tract II for the lease of the Leased Premises (collectively, "Interim Period"). At the end of the Interim Period, the Lessee agrees to pay rental for the Leased Premises at the maximum annual rate of \$2,000,000 payable semiannually on January 15 and July 15 during the term of the Lease. At the

end of the Interim Period, the first rental installment shall be due on the day that the Project constructed and equipped on Tract II is completed and ready for use and occupancy or July 15, 2022, whichever is later. If the completion date is later than July 15, 2022, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next January 15 or July 15. Thereafter, rental shall be payable in advance in semiannual installments on January 15 and July 15 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

All Interim Rentals and other rentals payable under the terms of this Lease (collectively, "Lease Rentals") shall be paid by the Lessee to the bank selected as Trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the renovation and construction of the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the Lease Rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease. The date all of the Leased Premises are completed and ready for use and occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the bonds issued to finance the acquisition, construction and equipping of the Leased Premises, the annual rental amount provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on February 1 (bond year), plus Five Thousand Dollars (\$5,000), payable in semiannual installments commencing no earlier than the later of the date or dates the Leased Premises are ready for use or July 15, 2022. Such amount of reduced Interim Rentals shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the bonds issued to finance the construction of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended ("Code").

Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or

rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 7 or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof in accordance with the provisions of Section 7 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy. Such abatement shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

Source of Payment of Lease Rentals; Pledge of LIT Revenues; Covenant Not to Repeal Tax. 1) The Lease Rentals shall be payable as follows:

LIT Revenues. The Lease Rentals shall be payable out of the LIT Revenues. Semiannually on or before each January 15 and July 15, the Lessee shall deposit with the Trustee, for deposit into the Sinking Fund created under the Indenture, the lesser of: (a) an amount at least equal to the next Lease Rental payment due under the Lease; or (b) all of the LIT Revenues received by each January 15 or July 15. Any LIT Revenues not needed to make the current Lease Rental payment shall be set aside in separate funds held by the Auditor pursuant to the LIT Statute and may be used by the Lessee for any lawful purpose under the LIT Statute. Prior to each rental payment date, the Trustee shall notify the Lessee of the amount needed to make the Lease Rental payment after taking into account all prior deposits and earnings thereon.

(i) Ad Valorem Property Tax. Out of an ad valorem property tax levied and collected on all taxable property in the County to the extent the LIT Revenues are not sufficient to pay the Lease Rentals due under this Lease. Each year on July 1 beginning in 2020, or when the County prepares its budget, the Lessee shall estimate the amount of LIT Revenues expected to be collected in the subsequent calendar year. Such estimate shall be based on the actual collections of LIT Revenues expected to be collected in the subsequent calendar year. To the extent that LIT Revenues are not available, or are not expected to be available, on the dates on which lease rental payments are due under this Lease, in the Bond Year ending on the February 1 immediately succeeding the end of the calendar year for which the budget is being prepared, the Lessee shall annually levy a tax on all taxable property in the County in accordance with IC 36-1-10-17 in an amount sufficient, with LIT Revenues which will be available on the dates on which lease rentals are due under this Lease in the subsequent Bond Year, to produce the necessary funds with which to pay the rentals provided for in this Lease on their due dates. The ad valorem property tax will upon receipt be deposited and applied as set forth in 5(a)(i) above.

If actual collections of LIT Revenues and the ad valorem property tax, together with any investment earnings thereon, are insufficient to pay any lease rental payments when due under this Lease, the Lessee shall immediately initiate proceedings to levy a tax on all taxable property in the County, sufficient to pay any shortfall.

The Lessee, in consideration of the execution of this Lease by the Lessor, in order to secure the payment of the Lease Rentals due hereunder and to secure the performance and observance by the Lessee of all covenants expressed or implied in this Lease does hereby pledge the LIT Revenues, investment earnings on the LIT Revenues and an ad valorem property tax to be levied on all taxable property in the County to secure the payment of the Lease Rentals due hereunder, such pledge to be effective as set forth in IC 5-1-14-4 without filing or recording of this Lease or any other instrument. This pledge shall be effective only to the extent and for the term that the Lessee is obligated to pay Lease Rentals under this Lease. The obligation to pay any Lease Rentals under this Lease shall not be considered debt of the Lessee for purposes of the Constitution of Indiana or the Act. The Lessee has not pledged or otherwise encumbered the LIT Revenues, and there are no other prior liens, encumbrances or other restrictions on the LIT Revenues, or on the Lessee's ability to pledge the LIT Revenues.

Maintenance, Leasehold Improvements, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property on replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

7. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars (\$3,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the building as provided in Section 4.

8. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 36, Article 1, Chapter 10 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the separate account held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

9. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a governmental unit within the meaning of Section 141 of the Code, or (ii) by non-governmental units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the bonds issued under the Indenture.

10. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee

documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, members, or security holders of the Lessor.

12. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.

13. Defaults. If the Lessee shall default (a) in the payment of any Lease Rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct the same; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the notice in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Fulton County Building Corporation, Attention: President, 125 East 9th Street, Suite 108, Rochester, IN 46975; (b) to Lessee: Fulton County, Indiana, Attention: Auditor, 125 East 9th Street, Suite 108, Rochester, IN 46975; (c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. LIT Revenues Parity Obligations. The Lessee reserves the right to enter into leases or issue other obligations entitled to the pledge of the LIT Revenues on a parity with this Lease in accordance with the requirements set forth below ("LIT Revenues Parity Obligations") for the purpose of raising money for future projects of the Lessee authorized under the LIT Statute. The authorization and issuance of LIT Revenues Parity Obligations shall be subject to the following conditions precedent:

(i) All rental payments due under the Lease and all payments on any LIT Revenues Parity Obligations shall be current to date in accordance with the terms thereof, with no payment in arrears;

(ii) For LIT Revenues Parity Obligations, the Lessee and the Lessor shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant ("Certifier") certifying the amount of the LIT Revenues estimated to be received in each succeeding year, adjusted as provided, below, shall be at least equal to one hundred thirty-five percent (135%) of the lease rental and debt service requirements with respect to the outstanding Lease and the proposed LIT Revenues Parity Obligations, for each respective year during the term of the outstanding Lease and LIT Revenues Parity Obligations. In calculating this coverage, the Certifier may take into account any increase in the LIT Revenues which has been approved by the County but which has not yet been collected or distributed to the County. The Lessee shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the LIT Revenues Parity Obligations.

(iii) Payments of any LIT Revenues Parity Obligations or junior obligations that are leases shall be payable semiannually on January 15 and July 15. Payments of any LIT Revenues Parity Obligations that are bonds may be payable semiannually on January 15 and July 15. The terms and conditions of any LIT Revenues Parity Obligations shall be set forth in the resolution or ordinance authorizing such LIT Revenues Parity Obligations.

16. Successors or Assigns. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

17. Construction of Covenants. Lessor was organized for the purpose of acquiring, constructing, renovating and leasing governmental buildings and leasing the same to Lessee pursuant to Indiana Code 5-1-14, Indiana Code 6-3.6 and Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

Steve motioned to approve, Rick seconded; carries 3-0. Rik motioned to approve Jim Mulligan, Dick Belcher and Dave McGowen for the Fulton County Building Corporation, Steve seconded; carries 3-0. The Auditor will serve as secretary to the corporation.

FEDCO CONTRACT 2020 – Bryan stated that the board is currently being reorganized. Rick motioned to approve the contract for \$112,900, Steve seconded; carries 3-0.

FEDERAL LAWSUIT – Bryan discussed the desire to send payment to the legal firm handling the federal lawsuit concerning the nativity display on the Courthouse lawn. Bryan stated that the total cost of the lawsuit could be estimated at \$35,000. Although the case is being handled pro-bono Commissioners would like to make contribution. Rick motioned to make a payment of \$3,000 to the firm, Steve seconded, carries 3-0.

MINUTES – Rick motioned to approve the November 15th meeting minutes for Highway spring bids, Steve seconded; carries 3-0. Rick motioned to approve the November 18th meeting minutes, Steve seconded; carries 3-0.

CLAIMS – Approved as presented:

11/20/19	REMC	\$45.00
11/22/19	Sur & Wheel Tax	\$51,466.64
11/22/19	Tax Sale Claims	\$1,337.69
11/22/19	Employee HSA catch-up payment	\$208.33
12/2/19	Misc. Claims	\$399,368.70

TRANSFERS – Approved as presented:

Department	Fund	From Account	To Account	Amount
	Recorder			
Recorder	Perpetuation	Furniture/Equipment	Contractual Services	\$8,500
To pay for 25% of the Fidlarc contract.				
Assessor	County General	Mileage	Level II	\$260
To cover Assessor/Appraiser Certification for the year				
Communications	Statewide 911	Dispatcher	Overtime	\$4,000
Covering sick and vacation time				
VSO	County General	Mileage	Office Supplies	\$27.95
To cover office supplies through the end of the year				
Health	Health	Health Insurance \$642.53	Nurse \$540.62 OASDI \$41.36 PERF \$60.55	\$642.53
Nursing Director Raise				
Health	Health	HSA	Vital Records \$100 Food Service \$100	\$200
To cover hours worked as required in the personnel policy				
Health	Health	Advertising \$350 Env. Health/Rabies \$2,000	Office Supply	\$2,350
Office Supplies				
Prosecutor	Pre Trial Diversion	Maint. Equipment \$2,500 Office Equip. \$2,000	Law Enforcement \$2,500 Office Supplies \$2,000	\$4,500

ADDITIONAL APPROPRIATIONS –

Department	Fund	For	Amount
Council	MVH	Gas/Oil/Lube	\$100,000
Council	Rainy Day	Gas/Oil/Lube	
Council	Host Fee Fund	Gas/Oil/Lube	\$100,000
The county fuel fund is in the negative, only one of the three additional appropriations will be used as directed and voted on by Council.			
Communications	Statewide 911	Repair/Maintenance	\$8,800

Motorola maintenance contract for radio consoles

Communications	Statewide 911	Sprint E-911 Contract	\$25,000
Consult and design intent study for the new dispatch center.			

OLD BUSINESS – Mike Early (Weights and Measures Inspector) will be retiring at the beginning of the year. Commissioners are working with Mike on State requirements and involvement with job description and hiring. Mike has suggested three candidates for the job. The Job Classification Committee will need to meet to review the job description.

Rick motioned to approve a contract for foundation services at Citizens Cemetery with Mike Collins, Steve seconded; carries 3-0.

NEW BUSINESS – None

RECESS – Rick motioned to recess at 10:38 a.m., Steve seconded; carries 3-0.

FULTON COUNTY BOARD OF COMMISSIONERS

Bryan Lewis

Rick Ranstead

Steve Metzger

ATTEST: Christina Sriver, Fulton County Auditor