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Board of Trustees

12-20-1982

December 20, 1982 Meeting Minutes

Shawnee State University

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M I N U T E S

Shawnee State Community College
Board of Trustees Meeting
Monday, December 20, 1982

The meeting was called to order by acting chairman, Mr. Walter N. Brown.

ROLL CALL

Members Present: Mr. Baxter, Mr. Jenkins, Mrs. Kennedy, Mr. Morgan, Dr. White,
Mr. Brown

Members Absent: Mr. Hyland, Mr. Rittenour, Dr. Carson

APPROVAL OF MINUTES

Mr. Jenkins moved and Mrs. Kennedy seconded the motion to approve the minutes of the November 15, 1982 Board of Trustees meeting.

A unanimous aye vote was cast.

PRESIDENT'S REPORT

Mr. Taylor introduced Mr. Tom Dues, Endeco Corporation and Mr. Robert McCurdy, College attorney. Mr. Dues was asked to go over the terms of the contract that Shawnee State will enter into concerning development of Student Housing. Mr. Dues went over the terms of the agreement, point by point, and the members of the Board were encouraged to ask questions. It was noted that the Finance Committee of Shawnee State's Board of Trustees had met prior to this Board meeting with Mr. Dues and that some of the questions that were brought up at their meetings have been resolved. After questions of Board members were answered, both by Mr. Dues and the College attorney, Mr. McCurdy, Mr. Taylor presented Resolution 38-82 for Board approval. Mr. Jenkins, Chairman of the Finance Committee, made the motion for Board approval, and Mr. Morgan seconded this motion. (Copy of the agreement is attached to the Resolution).

Ayes: Mr. Baxter, Mr. Jenkins, Mrs. Kennedy, Mr. Morgan, Dr. White, Mr. Brown.

Nays: None

Continuing his report Mr. Taylor informed the Board members that three more pieces of property had become available for acquisition by the College for student housing (1141, 1202, and 1217 Second Street). However, in order to purchase this property, Mr. Taylor requested an additional sum of \$65,000 be appropriated from the reserve funds of the College. Resolution 37-82, requesting said appropriation was presented for Board approval. Mr. Jenkins moved the approval of Resolution 37-82 and Mr. Morgan seconded the motion.

Ayes: Mr. Baxter, Mr. Jenkins, Mrs. Kennedy, Mr. Morgan, Dr. White, Mr. Brown.

Nays: None

Mr. Taylor announced that the Controlling Board had on this date (December 20) released \$318,000 for land acquisition to Shawnee State Community College.

COMMITTEE REPORTS

The Educational Policies Committee has not met, therefore there was no report.

The Finance Committee report is already a part of these minutes.

The Buildings and Grounds Committee report is also a part of these minutes.

NEW BUSINESS

RESOLUTION 35-82 - Employment of Mary Flanery-Essell

Mr. Baxter moved and Mrs. Kennedy seconded the motion to approve Resolution 35-82 to employ Mary Flanery-Essell as an Assistant Instructor in the Respiratory Program.

Ayes: Mr. Baxter, Mr. Jenkins, Mrs. Kennedy, Mr. Morgan, Dr. White, Mr. Brown

Nays: None

RESOLUTION 36-82 - Change in Policy and Procedures Manual

Mr. Baxter moved and Mr. Morgan seconded the motion to adopt Resolution 36-82, replacing Chapter 2, of the Policies and Procedures Manual.

Ayes: Mr. Baxter, Mr. Jenkins, Mrs. Kennedy, Mr. Morgan, Dr. White, Mr. Brown

Nays: None

It is noted that in the absence of the Chairman of the Board, Dr. Carson, that the nominating committee will be appointed at a later date.

Mr. Taylor informed the Board that the final plans for the Natatorium went to the State with notice to bidding. The State Architects office gets the bids, opens the bids and awards the contracts. The money to pay the contractors is handled through Shawnee State by encumbrances and vouchers sent to the state for disbursement. Mr. Taylor also stated that the Student Center should be sent to bid immediately. Building should begin by March on both the Natatorium and the Student Center with completion in approximately 12 to 14 months.

Mr. Foti stated that the Nursing Addition is about six weeks behind construction plans. The target date for completion was February 1, 1983.



RESOLUTION 38-82

The Board of Trustees of Shawnee State Community College approves completion and bidding of the bid package to developers as was presented in writing to the Board, December 20, 1982 (a copy of which is attached). This project is for the leasing of 14 properties to a successful bidder for college student housing. The documentation for the bid package is to be approved by the college attorney prior to bidding. Endeco Corporation is to bid the project, prepare the documentation, collect the bids, enter into a contract with the college for the documentation, construction and furnishings costs, and return the bids to the Board of Trustees for a final decision.

Dr. White commented that he hoped that with employment being as it is in Scioto County that the contracts for the building programs would be let to local contractors. Mr. Taylor stated that the College has no control over the awarding of contracts, but that in the past the contractors have been from this area.

Dr. White asked the question concerning the possibility of Shawnee State becoming a 4 year college. Mr. Taylor stated that this possibility is in the thinking stage, but that at this time the Ohio Board of Regents would never allow Shawnee to become four years. However, if the demand and need is here in the future the four year college could happen, but not for approximately five years.

Comments on recent news releases concerning budget cuts for Higher Education were discussed and it was noted that Shawnee State already has a 10% cut built into its 1983-84 budget.

ADJOURNMENT

Mr. Morgan moved and Mrs. Kennedy seconded the motion to adjourn.

A unanimous aye vote was cast.

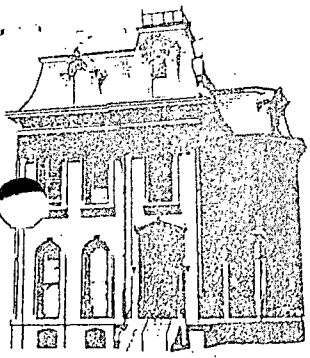
Chairman, Board of Trustees



Secretary, Board of Trustees

28/02/21

[Signature]



CORPORATION

208 West Monument • Dayton, Ohio 45402
513-222-8484

December 14, 1982

Mr. Frank C. Taylor, President
Shawnee State Community College
The Board of Trustees
& Robert K. McCurdy, Esq., Attorney at Law
Bannon, Howland, McCurdy & Dever
325 Masonic Building
Portsmouth, Ohio 45662

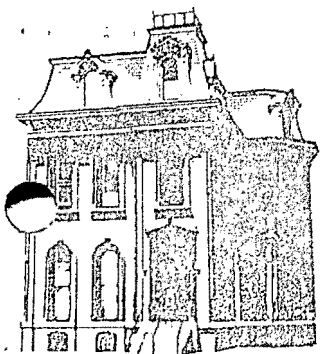
Ladies and Gentlemen:

As a follow-up to our earlier meetings concerning the Shawnee State Community College Development for Student Housing, I would like to outline the conclusions made to date and the conditions under which we will be pursuing a Student Housing Bid Developer Package for the thirteen structures in question.

We would recommend that the Board make a decision on completing the bid package with Endeco Corporation (with prior approval on all documentation by Robert K. McCurdy, Esq.) and bidding to developers by January 15, 1983. This would allow bids by developers to be due by February 15, 1983, and the Board could make its final decision February 21, 1983.

The following is a list of decisions that have formally been concluded, however need to be reiterated for the Board's decision.

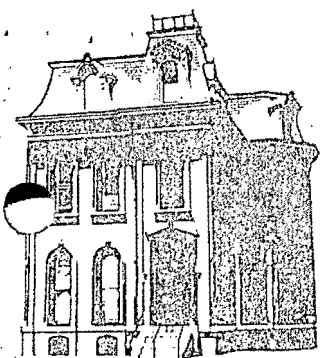
- 1) The Bid Notice will be advertised in local newspapers for three consecutive days. The bids will be out for thirty days, and will be opened privately. Endeco Corporation will handle all bidding activity as well as preparing all of the necessary documentation for the bid. The Shawnee State Community College will have the right to reject all bids and will select the most reasonable bid.
- 2) The requirements for the Bid Package are outlined on the first attachment. These items are to be prepared by Endeco Corporation, except for the Lease Agreement between the College and the developer (lessee), a draft of which Endeco Corporation will prepare for Robert K. McCurdy, Esq.'s review. A draft of this Lease Agreement is also attached to this letter.
- 3) The properties have changed from twelve with eleven structures to four-



Mr. Frank C. Taylor
December 14, 1982
Page 2

teen properties and thirteen structures. The changes are reflected in the Student Housing Summary of College-Owned Properties, which is also attached as a part of this letter. You will see that the total number of students accessed to student housing is 118 versus the 98 originally specified, and the purchase prices have increased to \$511,500.00.

- 4) The Shawnee State Community College will execute a contract with Endeco Corporation for the completion of all bid documentation and all related construction activities according to the Lease with the developer (lessee).
- 5) The basic procedure for the bids will be that Endeco Corporation will prepare the bid documents. Endeco Corporation will advertise for bids and will receive the bids from the developers who will be bidding on the lease rate per house per year for a fifteen year term with two five-year renewable options to be negotiated by and between the parties at a later date. The developer with his bid will supply an Escrow Agreement, which is intended to disburse the escrowed funds for the construction activities. The disbursements will be made by a duly licensed Trust Department of a Portsmouth, Ohio bank selected by the developer, and this Escrow Agreement will be part of their Bid Package.
- 6) The lease payments to the College will begin when the properties are completed and a Certificate of Occupancy is in effect.
- 7) The College will not subordinate its ownership position to a mortgage, and, therefore, all improvements will need to be made on a leasehold improvement basis.
- 8) A provision of the Bid Package will be that the developer (lessee) agrees with the College that it is the intent of both parties to proceed with additional houses for redevelopment (to be owned by the developer) over the next twenty-four months. Further, it is the intent of both parties that a total of three hundred students will be accessed to student housing from the College-owned properties and the developer-owned properties within a total of thirty-six months. This, however, will be completed on a best efforts basis by the developer, thereby allowing the market to dictate the feasibility of future development of student housing by the developer.
- 9) The Investor Project Pro Forma Summary for College-owned houses or



Mr. Frank C. Taylor
December 14, 1982
Page 3

Phase 1 has been redeveloped as an additional attachment to this letter. It concludes that the College will be purchasing the fourteen properties for \$511,500.00. The developer will invest an additional \$766,562.00 on the project and will allow for 118 students to access student housing. It is anticipated from the Pro Forma that the developer will receive a 15.8% rate of return on the total capitalization without the advantages of the tax credits. It is further concluded that a 21.1% rate of return will be in effect on the total capitalization less the cash value of the income tax credits.

- 10) All of the College-owned student housing units will be rehabilitated as a "Certified Rehabilitation" as outlined by the Department of the Interior standards. Further, they will all be completed to the local Boarding House Code and, of course, will meet all of the necessary federal, state and local regulations for Building Codes.

We are convinced that the method which the Board has chosen to provide student housing for the Shawnee State Community College students is sound, well advised and will result in the significant reduction in the cost of student housing to both the College and the students.

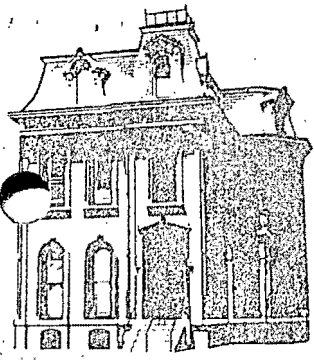
We appreciate this opportunity in working on such a fine project. Thank you.

Sincerely,

ENDECO CORPORATION

Thomas L. Dues
President

TLD/mf

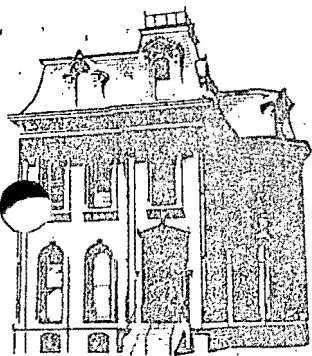


SHAWNEE STATE COMMUNITY COLLEGE
BID PROPOSAL SUMMARY
DECEMBER 14, 1982

ENDECO CORPORATION RESPONSIBILITIES FOR BID DOCUMENTATION

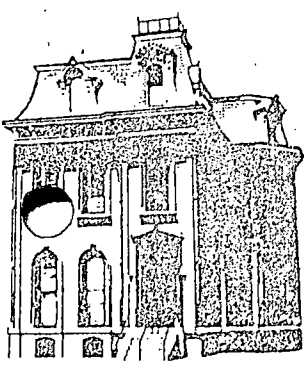
- 1) Advertisement for Bid
- 2) Student Handbook
- 3) Landmarks Renaissance Corporation Certification of Houses
- 4) Lease Draft for College and Developer
- 5) Photography
- 6) Architectural Drawings (including as-built drawings)
- 7) Specifications
- 8) Notice to Bid to Developer
- 9) General Conditions for Bid Proposal
- 10) Furniture Specifications
- 11) Formal Bid Proposal
- 12) Market Study
- 13) Developer Pro Forma Summary
- 14) Developer Qualification Statement * ~~not with~~ (no statements)
- 15) Printing and Miscellaneous Costs (only if asked)

TOTAL DOCUMENTATION COSTS \$46,100.00



SHAWNEE STATE COMMUNITY COLLEGE
STUDENT HOUSING SUMMARY (COLLEGE OWNED PROPERTIES)
DECEMBER 14, 1982

ADDRESS	PURCHASE PRICES	NUMBER OF STUDENTS	RENOVATION & FURNISHING COSTS
1. 921 Second Street	\$ 33,500.00	8	\$ 54,682.00
2. 929 Second Street	28,500.00	6	48,034.00
3. 941 Second Street	21,000.00	6	51,273.00
4. 1104 Second Street	26,000.00	8	47,236.00
5. 1112 Second Street	93,000.00	14	80,124.00
6. 1118 Second Street	4,500.00	0	6,304.00
7. 1122 Second Street	26,500.00	7	21,279.00
8. 1010 Second Street	45,000.00	10	42,356.00
9. 1138 Second Street	55,000.00	14	68,804.00
10. 1126 Second Street	22,500.00	6	41,508.00
11. 1147 Second Street	60,000.00	11	59,804.00
12. 1141 Second Street	45,000.00	10	74,269.00
13. 1217 Second Street	18,000.00	7	61,038.00
14. 1202 Second Street	33,000.00	11	63,751.00
	<u>\$511,500.00</u>	<u>118</u>	<u>\$720,462.00</u>



INVESTOR PROJECT PRO FORMA SUMMARY

SHAWNEE STATE COMMUNITY COLLEGE STUDENT HOUSING

December 14, 1982

PROJECT FACTS

Purchase Price Basis	\$ 511,500.00
Yearly Lease Rate (15 yrs)	To Be Bid By Developer
Total Renovation and Misc. Costs	720,462.00
Income Tax Credits	191,640.00
Depreciation Per Year (15 yrs)	44,716.00
Total Students Accomodated - 118	
Income Per Year (\$125.00 per month per student)	177,000.00

CAPITALIZATION

Renovation & Furnishings	720,462.00
Documentation	46,100.00
Total Capitalization	\$ 766,562.00

PRO FORMA

<u>INCOME</u> - 118 Students @ \$125.00/mo. for 12 months	\$ 177,000.00
Total Income	\$ 177,000.00

EXPENSES

Utilities (\$250 per house per mo.)	\$ 39,000.00
Taxes & Insurance	17,400.00
Maintenance & Repairs	13,000.00
Lease Payments	Bid by Developer
5% Vacancy	8,850.00
	(\$ 78,250.00)
Total Expenses	(\$ 78,250.00)
Net Operating Income	98,750.00
Plus Cash Value of Depreciation @ 50% Bracket	22,358.00
Cash Flow Per Year After Tax	\$121,108.00

CONCLUSIONS

1. Cash Flow equates to a 15.8% rate of return on the total capitalization costs of \$766,562.00. This does not reflect the advantages of the income tax credits (\$191,640.00).
2. Cash Flow equates to 21.1% rate of return on the total capitalization costs of \$766,562.00 less the cash value of the income tax credit of \$191,640.00. The adjusted capitalization is \$574,922.00.

Demise and Use

Section 1.1 Lessor does hereby demise and lease to Lessee and Lessee does hereby hire and take from Lessor the land and building designated as _____ Second Street, Portsmouth, Ohio. Subject to the terms and conditions of this Lease, the Lessee and its Officers, employees, contractors and invitees, shall have the free and uninterrupted access to the Demised Premises.

The Lessee shall use, renovate, and occupy the Demised Premises for the purpose of Off Campus Student Housing where ever possible.

ARTICLE II

Definitions

Section 2.1 The terms defined in this Article shall, for all purposes of this Lease have the meanings herein specified unless the context otherwise requires.

- (a) "Demised Premises" shall mean the Building and Land in the Property demised by this Lease.
- (b) "Property" shall mean the Real Estate described and located at _____ Second Street, located in Portsmouth, Ohio.
- (c) "Improvements" shall mean the Building and all appurtenances hereafter erected on the Land.
- (d) "Commencement Date" shall mean the date which the Lessee receives a Certificate of Occupancy.
- (e) The Building Leased is accepted by the Lessee in an "as is" condition.
- (f) The word "Lease" shall mean this instrument and all supplemental agreements hereinafter added hereto.

ARTICLE III

Term of Lease

Section 3.1 The Lessee takes from the Lessor the Demised Premises upon the terms and conditions herein contained to have and to hold the same for a term of fifteen years commencing on the Commencement Date and expiring at Midnight on the day the Certificate of Occupancy is issued on the Demised Premises plus fifteen years unless sooner terminated as hereinafter provided. The rent provided for in Article IV hereof and all additional Rents provided for in this Lease shall commence on the Commencement Date.

ARTICLE V

Adjustment of Rent

Section 5.1 For the purpose of this Lease:

"Base Period" for the Lease is defined as the first fifteen years of the Lease term. (See Section 3.1)

Section 5.2 The Lessee shall have the option to extend the Lease term for two additional five year terms after the base period. The rent as specified in Article 4.1 will increase to an amount agreed upon by both parties.

ARTICLE VI

Construction of Demised Premises, Lessor's Services

Section 6.1 Lessor shall, with respect to the entire Demised Premises:

- (a) Furnish by way of a Contract with Endeco Corporation, (Exhibit C) all necessary improvements to the Demised Premises according to the attached Drawings and Specifications as Exhibit A; including the necessary furniture package as is further specified on attached Exhibit B.
- (b) The services provided by Endeco Corporation for the Renovation and Furnishing of the Demised Premises shall be paid for by the Lessee according to Section 7.1.

ARTICLE VII

Construction of Demised Premises, Lessee's Responsibilities

Section 7.1 The tenant shall;

- (a) Deposit into an Escrow Fund \$_____ for the services provided by Endeco Corporation under Article VI. Disbursements will be made to Endeco Corporation out of this Escrow Fund as the services are provided by Endeco Corporation to the property. The Escrow fund will be administered by a duly licensed Trust department of a Portsmouth, Ohio bank selected by the Developer. The Escrow Agreement is to be submitted to the Lessor by the Lessee and attached to the Lease as Exhibit D.
- (b) The Lessee will have the full responsibility of what is commonly referred to as "a triple net lease arrangement" in which the Lessee is responsible for all insurance, taxes, utilities, maintenance, and further charged with the full responsibility of sub-leasing the Demised Premises to students for the use of Student Housing wherever possible.
- (c) Observe the rules and regulations hereto attached as Exhibit E (Student Handbook) and further rules and regulations as from time to time may be put into effect by the Lessor for the general safety, comfort, and convenience of the Lessor, occupants, and tenants of the Demised Premises to the extent that such rules and regulations are reasonable and not inconsistent or in conflict

mentioned to examine the Demised Premises to make such repairs, additions, improvements, and alterations as Lessor may deem reasonably advisable. Except as expressly provided otherwise in this Lease provided, there shall be no allowance to Lessee or diminution of rent and no liability on the part of the Lessor by reason of inconvenience, annoyance, or injury to business arising from the making of such repairs, alterations, additions, or improvements in or to any portion of the building or the Demised Premises or in and to the fixtures, appurtenances and equipment thereof. Such examinations, repairs, alterations, additions, or improvements on the Demised Premises shall be done in such a manner as will not unduly interfere with Lessee's occupancy, use and security of the Demised Premises.

- (e) After the Commencement Date keep the Demised Premises in good order and condition, make all repairs thereto necessitated by its negligence, misfeasance or malfeasance or by its use of the Demised Premises or any part thereof in a manner as provided in Section 1.1 hereof, and commit no waste on the Demised Premises or the improvements. Upon termination of this Lease in any manner whatsoever, remove Lessor's personal property and those of any other person claiming under Lessee and quit and deliver upon the Demised Premises to Lessor peacefully and quietly in as good order and condition as the same are now or hereafter may be improved by Lessor or Lessee, reasonable use and wear of and repairs which are Lessor's obligations excepted.
- (f) Except to the extent expressly otherwise specified in this Lease not to make any material alterations of or additions to the Demised Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld.
- (g) So use the Demised Premises according to zoning regulations and the use intended and shall at all times keep the Demised Premises up to acceptable code requirements by various governing agencies. Also, the application of applicable rules and regulations of any city, state, or federal department or agency having jurisdiction and in compliance with the law pertaining thereto.

Section 7.2 Lessee's obligation under this Article VII, to do or not to do a specified act, shall extend to and include Lessee's obligations to use its best effort to see to it that Lessee's employees, invitees, and agents shall do or shall not do such acts, as the case may be.

ARTICLE VIII

Insurance

Section 8.1 In case of damage to the Demised Premises or the Building by fire or other casualty, Lessee shall give immediate notice to Lessor, and shall secure and maintain all necessary insurance policies to protect the Lessor from any loss or claim.

or misfeasance of Lessee, Lessee employees or agents or was caused by the negligence or malfeasance of Lessee's invitees in the Demised Premises, in which event there shall be no abatement of rent.

Section 8.2 Lessor and Lessor's agents, officers, and employees shall not be liable to Lessee for any damage to or loss of personal property located in the Demised Premises or for injuries to persons unless such damage, loss or injury is the result of the negligence or willful act of Lessor, or Lessor's agents, officers or employees, or of Lessor's neglect.

Section 8.3 Lessee shall use its best efforts to include in its insurance policies waivers by the insurers of all rights of subrogation, if any, against Lessor, failing which, at Lessor's option Lessee shall have Lessor named therein as one of the assureds.

Section 8.4 Lessee shall secure and maintain comprehensive general liability insurance with companies licensed to write insurance in Ohio in such form and amounts as are, from time to time, reasonably acceptable to Lessor. Each policy therefore shall name Lessor as an insured thereunder. Lessee shall deliver to Lessor a certificate of each policy of such insurance, specifying (1) coverage provided, (2) limits of liability afforded, (3) term of coverage, and (4) Lessor's interest as an insured under the policy. Each such certificate shall provide that in the event of cancellation or modification of the policy, 30 days advance written notice thereof shall be given to Lessor.

Lessee shall indemnify and save harmless Lessor from and against any and all loss and/or cost (including statutory liability and liability under workmen's compensation laws) in connection with claims for damages as a result of injury or death of any person or damage to any property arising from or in any manner growing out of any act or neglect by Lessee, its officers, partners, employees, agents, customers, invitees, contractors and subcontractors on or about the Demised Premises.

ARTICLE IX

Defaults

Section 9.1 If Lessee shall default in fulfilling any of the covenants of this Lease other than the covenants for the payment of rent or additional rent and Lessee shall fail to commence to take steps to remedy the same within 30 days after written notice thereof from Lessor's specifying such default, or having so commenced shall thereafter fail to diligently proceed to correct the same, or if any execution or attachment shall be taken against Lessee or any of its property whereupon the Demised Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee and the same shall not be bonded or dismissed or discharged as promptly as may be possible under the circumstances, Lessor may terminate this Lease and the term of this Lease shall expire on the thirtieth day after such notice as fully and completely as if that day were the day herein definitely fixed for the expiration of such term, and Lessee shall then quit the Demised Premises and surrender the same, but shall remain liable as hereinafter provided.

Section 10.1 All notices by either party to the other shall be in writing and shall be deemed given, if orderly delivery of the mail is not then disrupted or threatened when deposited, registered or certified, postage prepaid, in the United States mail, addressed to the respective parties at its address set forth below, or at such different address as it shall have theretofore advised the other party in writing.

LESSOR - Shawnee State Community College

LESSEE -

Lessee shall furnish a copy of all notices given to Lessor to any holder of any mortgage upon the Building or any interest therein upon written request from such holder giving the address to which such copies are to be sent. Lessor and each such holder shall also each have the right to have an additional copy of notices sent to such person and address as either such party may designate by written notice to Lessee.

ARTICLE XI

Holdover

Section 11.1 Should Lessee, with the express or implied consent of Lessor, continue to occupy the Demised Premises after the expiration of the initial term of this Lease, or after the expiration or any renewal term of this Lease, the Lessee shall be deemed to be a tenant from month to month only, at the rental provided for in this Lease for the last month of the initial term or renewal term of this Lease if the Lease has been renewed, as the case may be, and in all respects other than the duration of the term, the provisions of this Lease shall govern the rights and liabilities of Lessor and Lessee.

ARTICLE XII

Condemnation

Section 12.1 If the whole or substantially the whole of the Building or the Demised Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose. Lessor and Lessee, where necessary, will agree upon any settlements involved at that time.

the happening of any one or more of such events, may terminate this Lease and in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of any order of any court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the same, and Lessor, in addition to the other rights and remedies Lessor has by virtue of this Lease or any statute or rule of law, may retain as security for its damages any rent, security deposit, or monies received by Lessor from Lessee or others in behalf of Lessee. In the event that at any of the times above mentioned, an involuntary insolvency, bankruptcy or reorganization proceeding shall be instituted, Lessee shall have 90 days in which to vacate or stay the same before Lessor has any rights to terminate this Lease.

ARTICLE XIV

Assignment, Subletting and Mortgaging

Section 14.1 Lessee will not, without the written consent of Lessor, first obtained in each case, sell, assign, mortgage or transfer this Lease, in whole or in part, or sublet all or any part of the Demised Premises, (except for student housing) which consent will not be unreasonably withheld or delayed. Lessee, may, however, without securing Lessor's consent transfer this Lease or sublet the Demised Premises in whole or in part, to any successor by consolidation, merger or other corporate action, provided that such successor shall have a net worth, as determined in accordance with generally accepted principles of accounting, at least equal to the net worth, similarly determined, of Lessee immediately prior to such consolidation, merger or other corporate action or on the date of the execution of this Lease, whichever is less.

Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the rent, additional rent and adjustments of rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed for the term of this Lease. No assignment, subletting or other transfer of this Lease shall in any way relieve Lessee from its obligations under this Lease. No assignment shall be binding on Lessor unless such assignee or Lessee shall deliver to Lessor a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

Lessee shall furnish to Lessor a conformed copy of each assignment and sublease within ten days of the signing and execution thereof.

ARTICLE XV

Compliance with Laws

Section 15.1 Lessee shall, at its own expense, comply with all valid laws, orders, ordinances and regulations of Federal, State, County, and Municipal authorities and with any lawful direction of any public officer or officers which shall, with respect to the use of the Demised Premises or to any abatement of nuisance, impose any order or duty upon Lessor or Lessee arising from Lessee's use of the Demised Premises or from conditions which have been created by or at the instance of Lessee or required by reason of a breach of any of Lessee's covenants or agreements hereunder.

ably withheld, make such alterations, additions, substitutions and improvements to the Demised Premises as Lessee may reasonably deem necessary or desirable to adapt the Demised Premises or any part thereof, for its purpose, providing the outside appearance and strength of the Building are not affected. Lessee agrees to submit plans to Lessor for said alterations, additions, substitutions and improvements for Lessor's approval with Lessor will not unreasonably withhold.

ARTICLE XVIII

Covenant of Quiet Enjoyment

Section 18.1 Lessor covenants that upon Lessee's paying the base rent and additional rent herein reserved and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Lessee may peaceably and quietly have, hold and enjoy the Demised Premises through the term of this Lease or any renewal thereof.

ARTICLE XIX

Non-Waiver

Section 19.1 The waiver of any breach of any provision, term or condition of this Lease shall not be taken to be a waiver of any subsequent breach of the same or any other provision, term or condition.

ARTICLE XX

Successors and Assigns

Section 20.1 The word "Lessee", wherever used in this Lease, shall be construed to mean Lessee in all cases where there is more than one Lessee, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit to Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of any Lessee except provided in Article XIV of this Lease.

ARTICLE XXI

Option to Renew

Section 21.1 Assuming the Lessee is not in default, Lessee shall have two five year options to renew upon the same terms and conditions set forth herein except for rent which shall be renegotiated by the parties. The option must be exercised, if at all, by Lessee giving Lessor at least nine (9) months written notice.

or describe the scope of this Lease or the intent of any provision thereof.

Section 22.3 When Lessor's approval is required throughout this Lease, said approval shall not be unreasonably withheld.

ARTICLE XXIII

Memorandum of Lease for Recording

Section 23.1 The parties hereto shall, upon the written request of either one to the other, execute a Memorandum of this Lease for recording purposes.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease and Exhibits A,B,C,D, & E, the day and year first above written.

Signed and Acknowledged
in the presence of:

(Lessor)

By _____

By _____

Signed and Acknowledged
in the presence of:

(Lessee)

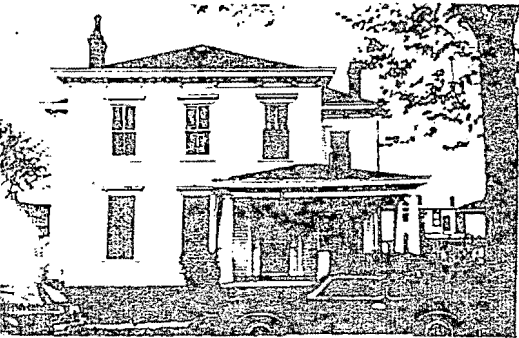
By _____

By _____

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____
day of _____ 198____ by _____ its _____
and _____, its _____ on behalf
of Lessor.

Notary Public



921 Second Street



959 Second Street



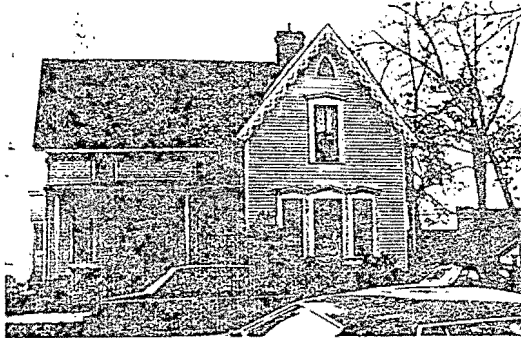
941 Second Street



1141 Second Street



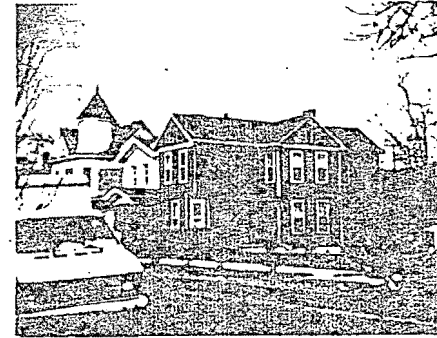
1010 Second Street



1104 Second Street



1112 Second Street



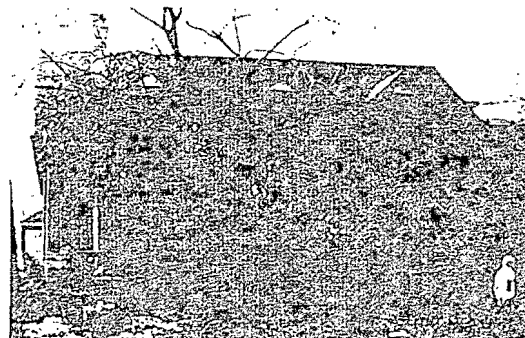
1116 Second Street
(Vacant Lot)



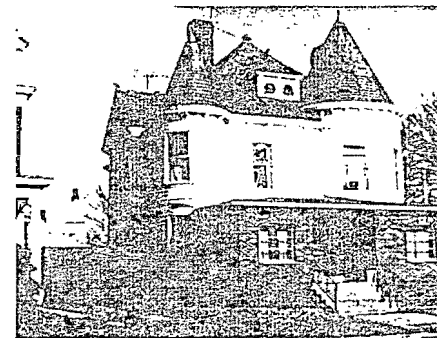
1123 Second Street



1126 Second Street



1136 Second Street



1147 Second Street

RESOLUTION 37-82

Whereas the cost of additional properties purchased on Second Street have exceeded their estimates, and

Whereas a need for additional parcels have developed,

The Board of Trustees of Shawnee State Community College approves the appropriation of an additional \$65,000 from the reserve fund for land acquisition.

RESOLUTION 35-82

Whereas, Ken Wergin, instructor in the Respiratory Program has resigned,
and

Whereas, Mr. Foti has advertised, screened, interviewed, and recommended
to Mr. Taylor, Mary Flanery-Essell as a replacement, and

Whereas, Mr. Taylor approved the recommendation, and recommends to the
Board the employment of Ms. Essell,

Now therefore be it resolved that the Board of Trustees of Shawnee State
Community College appoints Ms. Essell as an Assistant Instructor in the
Respiratory Program at a salary of \$11,352, prorated to \$7,946 for the
contract period January 3, 1982 through June 17, 1983.

ASSISTANT INSTRUCTOR
Clinical Coordinator
Respiratory Therapy Technician

NAME: Mary Flanery-Essell

ADDRESS: 500 Oxcart Road
Ashland, KY 41101

EDUCATION: College of Mount St. Joseph and Christ
Hospital, School of Respiratory Therapy,
Cincinnati, OH; Degree Earned--Associate
in Applied Science, Respiratory Therapy
Technology

REGISTRATION NUMBER: National Board for Respiratory Therapy
#11077

EXPERIENCE: 4 years, 3 months
Clinical duties at Christ Hospital in
Cincinnati.
Clinical instructor at Mount St. Joseph
and Cincinnati Technical College.

INDEX: \$11,352 x 1.05 = \$11,919 for 9 months
\$11,919 x 1.33 = \$15,852 for 12 months
\$7,946 from January 3, 1983 to June 17, 1983

RESOLUTION 36-82

Whereas, as a result of the preparation of the North Central Accreditation Report, the recommendation is being made by the Steering Committee of the North Central Committee to up-date the Philosophy, Mission, and Goals, Chapter 2, of the Policies and Procedures Manual,

Now, therefore be it resolved that the Board of Trustees adopts this up-date, (attached to this resolution) of Chapter 2.

PHILOSOPHY OF THE INSTITUTION

As an institution intent on serving its students, the community at large, and society in general, Shawnee State Community College is committed to meeting both the individual and collective needs of its clientele.

In terms of priorities, its primary objectives are in the areas of intellectual and occupational development. By virtue of its being a community college, it is also keenly attuned to the need for rendering public services as well. In addition to being committed to these purposes, the College has an awareness of the need for affective development as well as the need to shape the values and attitudes of the clientele it serves. Recognizing the worth of discovery, the College also encourages growth via the techniques of research.

Fundamental to the importance that the College places on the need for intellectual development is the belief that learning is ongoing--that is, a lifelong pursuit in which the student's experiences are both coherent and cumulative. It recognizes, particularly in this area, the need to enhance the quality of intellectual and cultural life in the community. By providing meaningful kinds of intellectual pursuits, the College can build qualities of leadership in the students and prepare them to be active citizens, involved in the affairs of their communities. Providing experiences that will make its students more articulate will enable them to express themselves both privately and publicly.

Shawnee State Community College, located in Portsmouth, Ohio--an area of unemployment and economic decline--recognizes the urgent need to make its citizens less dependent on government. It recognizes the importance of making individuals both independent and self-supporting. By providing its students with occupational skills, it can look forward to the day that they will be contributing members of society--providing both skills and services that are necessary to the well-being of others and the democratic society in which we live.

There are many areas of public service to which the College is committed. First, it recognizes the need for and the likelihood of enriching the quality of life for others by the services the institution can provide. These contributions are designed to enhance the self-images of those served by the College. The College can affect attitudes; it can effect change. And it acknowledges the importance of doing both. Exposing the community to new ideas increases the likelihood of members of the community becoming catalysts for change, motivating others to solve problems in new and different ways.

In an economically-depressed area, the College is aware of the need for the citizens to improve their self-concepts. The College recognizes the need for students to become tolerant of differing attitudes and points of view. The need for people to balance idealism with reality is a worthy goal to pursue. The College attempts to instill in its students an appreciation of beauty and of life itself. These dimensions of affective development are clearly a focus of the College's immediate and longrange plans.

Akin to the concerns for meaningful affective development is the recognition of the need to help shape the values and attitudes of the students. Central to these concerns is the need to break down the psychological barriers that prevent others from developing their potential. By providing experiences to foster maturity, the College can enable others to chart effectively their own destinies. It realizes the need to accept students as they are and to facilitate growth. It especially emphasizes the importance of fostering positive attitudes--toward self, toward community, and toward change. By providing opportunities that students in the technical and academic areas can share, these goals can more readily be achieved.

Although the two-year college traditionally emphasizes teaching over research, Shawnee State Community College nonetheless values the importance of research in order to keep the College abreast of current findings. By the same token, the institution will be better able to serve its entire service community. The availability of various technologies in the curriculum encourages opportunities for experimentation and research.

All of these pursuits seem worthy endeavors. Although some may be achieved to a greater degree than others, they are all, nonetheless, worthwhile.

MISSION

As a comprehensive community college, Shawnee State Community College responds to the individual and collective needs of the community and areas which it serves and encourages individuals to be dedicated to learning and to make this dedication a lifelong commitment.

Shawnee State Community College strives for a realistic balance among its three major functions: (1) to offer transfer or university parallel programs; (2) to offer occupational programs, and (3) to offer continuing education/community service. To assure the successful completion of these functions, Shawnee State Community College provides a variety of vital student services such as advising and counseling, developmental education, and financial assistance. Also, educational resources in the form of qualified and conscientious faculty and staff, library and media services, well-equipped and modern physical facilities, and a sound financial management assure quality educational and learning experiences. Off-campus classes and learning experiences are provided when feasible. All of these programs, services, and resources must be provided at reasonable cost to the students and clientele.

As a necessary ingredient for continued effectiveness, the College must provide leadership which will ensure that educational and learning experiences accurately reflect the needs of the individual. Whether these educational and learning

experiences fall under developmental, general education, occupational, avocational, or social/recreational, the College must provide quality educational opportunities to persons of all ages. Of special consideration are the opportunities which must be provided for older citizens, single parents, and individuals with full-time employment. Flexibility and quality are key terms. The College must be flexible enough to meet the various needs of individuals, but at the same time there must be an adherence to realistic standards. The judgment as to which standards are realistic is essential and one of the daily and on-going tasks of the College.

As strongly implied, the mission of the College is predicted on a strong belief in the dignity and worth of the individual who is the most important component of the College. The development of the individual for a useful and productive life must be the basis by which goals and objectives are established and by which decisions regarding the operation of the College are made.

To realize the full potential of the College mission, the College operates with an open-admission policy which allows any individual to attend college who may not have qualified for admission by traditional standards. This open-admission policy with the resulting diverse student body and potential student body necessitates that the College find effective, quality educational activities to help each student determine realistic educational goals, discover individual abilities and interests, and develop his or her potential to its fullest.

GOALS

The following institutional goals provide a basis for decision-making, planning, and judging the effectiveness of the institution.

GOAL 1: Shawnee State Community College will provide an equal opportunity for all to attend under the guidelines established by the open-admissions policy.

GOAL 2: Shawnee State Community College will provide a wide variety of available educational programs with

- A. general education and transfer courses leading to the Associate of Arts Degree and the Associate of Science Degree which teach traditional academic disciplines and which help students better understand themselves and society;
- B. two-year technical programs leading to the Associate of Applied Business Degree and the Associate of Applied Science Degree, one-year certificate programs, and special occupation courses on demand which prepare, retrain, or update job skills in a wide range of employment opportunities;
- C. the Associate Degree of Individualized Studies which provides an option to the other four Associate Degrees;
- D. Developmental Education courses which attempt to upgrade the academic abilities of students who need remedial work before enrolling in regular college courses in a specific area;
- E. Non-credit Continuing Education/Community Services which make available the resources of the College to the special needs of the local community and service area.

GOAL 3: Shawnee State Community College will provide quality instruction to students by

- A. employing qualified faculty and support staff who perform their duties with conscientiousness and dedication;
- B. encouraging various instructional techniques;
- C. promoting regular and systematic course and program review;
- D. evaluating the quality of instruction;
- E. offering a wide variety of evening classes on campus and at off-campus locations when feasible;
- F. providing necessary financial support for instruction;
- G. and encouraging innovation and experimentation.

GOAL 4: Shawnee State Community College will provide a variety of well-organized student services such as counseling, testing, and financial aid which will help students successfully complete their educational goals and objectives.

GOAL 5: Shawnee State Community College will offer faculty and staff advising to students concerning such matters as program selection, course selection, and job or transfer placement.

GOAL 6: Shawnee State Community College will offer a wide variety of extra-class and extra-curricular activities which will

- A. encourage student involvement in campus life;
- B. promote interaction among the college personnel, students, staff, and the community;
- C. and offer members of the community a diversity of activities for their personal enrichment and enjoyment.

GOAL 7: Shawnee State Community College will be committed to the principles of professional growth and development for its employees.

GOAL 8: Shawnee State Community College will cooperate with other educational institutions for the common good of students.

- GOAL 9: Shawnee State Community College will maintain an effective learning environment by providing good instructional support services such as well-equipped classrooms and laboratories, library and media resources, and other vital resources.
- GOAL 10: Shawnee State Community College will get the public well-informed about the activities and achievements of the College through the appropriate news media and informational bulletins.
- GOAL 11: Shawnee State Community College will develop an atmosphere of open communication and trust by
- A. developing appropriate channels of communication;
 - B. encouraging faculty, students, and staff to have active roles in planning, decision-making, and policy recommendations;
 - C. and clearly stating policies and procedures for administrators, faculty, hourly personnel, and students.
- GOAL 12: Shawnee State Community College will practice sound fiscal management in order for the College to meet the rising costs of higher education.
- GOAL 13: Shawnee State Community College will engage in appropriate institutional research which will gather and analyze data to provide sources for planning, decision-making, and policy recommendations.
- GOAL 14: Shawnee State Community College will encourage cohesion by requiring each division, department, and unit of the College to develop objectives which relate to the goals of the College.
- GOAL 15: Shawnee State Community College will conform to the guidelines established by the Affirmative Action program.