

MINUTES—OHIO UNIVERSITY, Board of Trustees—September 28, 1966

The meeting was called to order at 10:00 a.m. with the following members present: Chairman, John W. Galbreath, Fred H. Johnson, Duncan M. Baxter, Wayne E. Brown, Russell P. Herrold and Don M. Casto. In addition to the Board of Trustee members the following administrators were also present: Vernon R. Alden, President; Paul R. O'Brien, Secretary of the Board of Trustees; Thomas S. Smith, Vice President for Academic Affairs; Martin L. Hecht, Vice President for Development; John F. Milar, Treasurer; James Whalen, Dean of Students; L. F. Lausche, Business Manager. Also present were Dean Edward Pensen, Dean of Off-Campus Academic Programs; Special Assistant to the President, Harold Lyons; Director of Athletics and Physical Education, William Rohr; and Clarence Bryan, President, Alumni Association.

President Alden then introduced Dr. Lothar L. Tresp, American Council on Education Fellow in Academic Administration; Mr. Ewa Eko, Pre-Doctoral Student in Administration from Nigeria; and Diana Yeager, Student in The Ohio Plan.

It was then moved by Mr. Baxter, seconded by Mr. Brown, and unanimously carried that the minutes of the May 25, 1966 meeting be approved as distributed by the Secretary.

Mr. Milar then presented the actual operating expenditures for 1965-66 and the proposed operating budget for 1966-67. After a discussion of this budget it was moved by Mr. Johnson, seconded by Mr. Brown, and unanimously carried that the following budget for 1966-67 be approved.

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Ohio University  
Statement of Income and Expense  
Actual 1965-66  
Budget 1966-67

	1965-66 Actual	1966-67 Budget
Income		
State Appropriation	\$ 8,880,670	\$ 9,357,500
Student Fees	16,262,249	19,865,598
Government Grants and Contracts	3,253,647	4,265,225
Private Gifts and Contracts	700,922	542,735
Endowment	44,127	45,000
Other Income	495,521	290,000
Total	\$ 29,637,126	\$ 34,366,058
Balances Forward	3,187,265	3,818,313
Total Resources Available	\$ 32,824,401	\$ 38,184,371
Expenses and Fund Applications		
Instruction and General	\$ 17,000,399	\$ 21,296,724
Research	527,707	558,728
Public Services	2,546,356	3,436,005
Intercollegiate Athletics	592,953	678,802
Other Auxiliary	132,685	303,337
Student Aid	807,995	968,757
Transfers to Plant Funds	347,080	377,900
Other Fund Transfers	118,513	208,000
Beasley Center Fee Dedication	-0-	450,000
Dormitory and Dining Hall	5,475,584	5,885,000
Sinking Fund Application - Dorm and Dining Hall	1,158,599	1,446,000
Other Fund Applications - Dorm and Dining Hall	298,217	1,656,000
Total	\$ 29,006,088	\$ 37,265,253
Ending Balances	\$ 3,818,313	\$ 919,118

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Mr. Milar also presented the Dormitory and Dining Halls actual income and expenditures for 1965-66 and the Dormitory Budget for 1966-67 with a statement of surplus utilization for the Dining Halls and Dormitories.

Mr. Milar also distributed a preliminary annual report of the Treasurer for the year 1965-66.

President Alden was then called upon for his report. President Alden reported that the Board of Regents had requested that all state supported universities who were not on the quarter system to change from the trimester and semester to the quarter system, effective with the school year 1967-68.

President Alden reported that the Board of Regents were planning to base their appropriation requests for the 1967-69 biennium as follows:

- \$4800 per year for each student in the Ph.D. program
- \$1500 per year for each student in the Masters program
- \$1000 per year for each upper level, or Junior or Senior year student
- \$1000 per year for each student in the professional school, such as engineering, journalism, etc.
- \$350 per year for each student in the branches and lower level campus

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The President pointed out that based on this formula the Ohio University appropriation for this year would have been increased between five and six million dollars over the current appropriation.

He reported that by having all state assisted universities on the quarter system the Board of Regents could better justify the increased appropriation request because of the following factors:

1. Better utilization of physical facilities.
2. Easier for students to transfer from branches, community colleges, and other universities if all were on the same calendar.
3. Will permit a more orderly enrollment expansion.
4. The proposed new formula for Ph.D. programs will permit the expansion of our Graduate College.

President Alden then called on Vice President Smith for a report on faculty recruitment for this year. Vice President Smith reported that we had budgeted 107 new faculty positions for this year and had filled all of these in addition to 57 replacements. He reported that the average age of the new faculty was 31-1/2 years, and that 32% of the new appointments had Ph.D. degrees. This percentage is slightly lower than the over-all faculty percentage, however, it is higher than the national average of universities. He reported that all in all he is satisfied with the faculty recruitment program for this year.

Mr. Galbreath inquired as to the type of faculty we were losing. Vice President Smith reported that many of the faculty were young people without their Ph.D.s. and were returning to school to obtain Ph.D.s. Three or four were very good people whom we did not want to lose.

Mr. Brown inquired as to the number of out-of-state students in our student body. It was reported that we have between 15 and 16% of out-of-state students on our campus. Mr. Baxter pointed out that this did not include the branches and when the branch students were included it would reduce the over-all percentage of out-of-state students.

President Alden then called on Dean Penson for a report on the branches. Dean Penson, Dean of Off-Campus Academic Programs, reported that the branches now have 56 full-time people, 45 of whom are full-time teachers. This compares to 16 full-time people a year ago in the branches. The average age of the branch faculty is 35 years and most have at least a masters with some work toward the Ph.D. All faculty are approved by their respective department heads on the campus. This increase in full-time faculty does not eliminate the use of part-time teachers. It has permitted us to reduce our student-faculty ratio from 35 to 1 a year ago, to 20 to 1 this year, and it is hoped that this will permit much more student-faculty contact outside of the classroom. The new buildings when in use at the branches will be a big help in developing more student-faculty contact.

Dean Penson also reported that the library holdings of the branches have tripled since last year, and when the new buildings are completed five of the branches will receive TV instruction from the main campus and they will have language laboratories. It is hoped that many more cultural programs will be developed at each of the branches with visiting musical programs and lecturers. It has been discovered that arranging social events is not necessary for our branch students as they are able to do this on their own. We are attempting to steer some of the extra-curricular activity to community projects in each of the communities. Also, this year the adult continuing education courses have been increased considerably. The head count enrollment is down for this year; however, the total hours taken has increased. This is caused primarily by the reduction in special students from 1600 to about 300.

Mr. Baxter then commented that the Portsmouth branch has been very successful this year and they were looking forward to getting into their new building.

John Galbreath inquired about the branch students attending campus activities. Dean Penson explained that all full-time branch students can attend all campus athletic events without charge. At the present time we do not have any inter-branch athletic programs. However, this year we have intramural programs and are working toward inter-branch athletic programs.

Mr. Brown then inquired about the publicity we are getting by taking the girls' ages off their identification cards. Dean Whalen explained that we have new identification cards this year. These cards are used for many more purposes than in the past and from past experience the students doctored the age portion of the card and this makes it useless for other purposes.

The Chairman then thanked Dean Penson for his report and suggested we might consider having a meeting of the Board of Trustees at various branch campuses in the future.

The President then introduced Harold C. Lyons, Jr., Special Assistant to the President, who has been devoting his time to acquiring federal funds for projects the University wants to implement. Mr. Lyons pointed out that during the fiscal year 1965, Ohio University had in force a total of 4.9 million dollars in federal grants and contracts, and in the fiscal year 1966, due partially at least to the efforts of the office of Mr. Lyons, we had in force 10.4 million dollars in grants and contracts. Each project is carefully studied to be sure that the federal money we accept propels us in the direction we want to go and that we receive sufficient educational returns from these projects.

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The federal funds we have received have enabled Ohio University to make some important discoveries for the application of knowledge, build buildings, buy equipment, recruit and retain some superior faculty and students, reduce teaching loads, increase support for graduate and undergraduate students, and perform nationally and internationally significant public services from Viet Nam to Nigeria and back to Appalachia. It is felt that the federal grants when added to the base of state funds and student fees will enable Ohio University to achieve a distinction and excellence otherwise beyond its reach.

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President Alden then called on the Dean of Students, James Whalen, for a report. Dean Whalen called the Board's attention to the detailed report previously submitted to them and pointed out that as Ohio University continues to grow it is important that students do not feel overwhelmed by the size of the institution. In order to help accomplish this objective, the housing units have been divided into the four Greens, with a director for each Green who will be available to assist the director of the residence halls and student leaders to develop and implement activities that are important to the students on a particular Green.

Another major change in the Dean of Students' staff is a reorganization along the functional approach rather than a staff divided among men and women's programs. More and more the needs of students are based on the concerns of the students as such, rather than around issues or programs specifically relating to men and women students. Through these major changes in the Dean of Students' office it is hoped it will be more responsive to the present needs of students and better prepared to pursue vigorously the educational goals of the University. The Student Affairs Program is now broken down into the following divisions: the functions of these divisions are self explanatory - Student Residence, Student Activities, Student Affairs Research and Personnel Records, Discipline, International Students, Student Programs for the Branch Campuses, Residence Halls Housekeeping, Housing for Students, Placement and Internship, Center for Psychological Services, Hudson Health Center.

After Dean Whalen's report the Board recessed for lunch.

The Chairman reconvened the meeting at 1:50 p.m. and called on Vice President Hecht for his report. Mr. Hecht introduced Clarence Bryan, the new President of the Alumni Association, and reported that we were restructuring the Alumni Association and Board of Directors, hoping to have them play a larger role in our annual giving program.

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Mr. Hecht then reported that the planning and design monies totaling \$175,000 for the moving of the Hocking River was in the budget submitted to Congress by President Johnson.

He also reported that the study of moving the railroad has been completed, but he does not want to release the details until the railroad officials have seen it. It appears that the cost of moving the railroad would be approximately 2 million dollars.

Mr. Hecht further reported we should break ground on the new Sheltering Arms Hospital project sometime during the summer.

He also reported that the Regional Health Center project is now in process and a non-profit corporation has been organized to operate it in cooperation with Heizer Hospital in Gallipolis.

Mr. Hecht then pointed out two plans submitted by the engineers studying our airport. Both plans would provide a 5,000 ft. runway. The estimated cost of Plan A is \$633,000 plus some land that it will be necessary to acquire. Plan B will cost \$730,000 plus the land cost. The Federal Aviation Agency have not as yet had time to study these alternate plans and it cannot be determined at this time whether either plan will be approved for a commercial airport until after the FAA study.

President Alden then introduced William Rohr, Director of Physical Education and Athletics, for a report on the Intercollegiate Athletics progress at Ohio University.

Mr. Rohr reported that the Intercollegiate Athletic Department was in sound financial condition due to an increase in the allocation from student fees approved by the Board of Trustees several years ago and also due to an increase in attendance at our athletic contests, and an increase in football and basketball income, due to playing teams from larger universities and receiving larger guarantees.

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Mr. Rohr also reported the golf course receipts have doubled since 1963-64 due to improvements in the condition of the golf course and the expansion from nine to eighteen holes.

Mr. Rohr reported that commencing this year Ice Hockey would become a varsity sport making a total of eleven varsity sports.

He reported that several All-American athletes have been developed in the various sports and that the facilities at Ohio University were in good shape and many improvements have been made during the past three years.

Mr. Rohr explained that the object of the Intercollegiate Athletic Department was to schedule games with universities on our level academically and are the kind of institutions with which our faculty and administrators would wish to associate professionally.

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The Chairman then presented the report of the Executive Committee:

Resolution Concerning New Branch Building at Zanesville

WHEREAS, it has been determined by the faculty and administrators of Ohio University that the constructing and equipping of a new Branch Building at Zanesville is most urgent to meet the critical need for classroom and laboratory facilities in Zanesville, and is necessary to permit the acceptance of additional students, and is necessary for the expansion of academic programs in Zanesville.

WHEREAS, The General Assembly of the State of Ohio has recognized the need for these additional facilities in an appropriation of \$1,671,600 for the construction of said facility, and

WHEREAS, architectural services have been secured for the purpose of developing plans and specifications for said facility, such plans and specifications indicating that the amount appropriated by the General Assembly of the State of Ohio is inadequate to provide classroom and laboratory facilities consistent with the rapidly increasing student body and faculty, and the expansion of programs of study in Zanesville.

WHEREAS, the Congress of the United States passed the Higher Education Facilities Act of 1963, which makes available financial assistance for the construction of qualified college and university educational buildings.

NOW, THEREFORE, BE IT RESOLVED, that the President of the University be authorized to approve final plans and specifications for the proposed Branch Building at Zanesville, and that said officer be authorized to make application to the United States Department of Health, Education and Welfare for financial assistance for the constructing and equipping of the proposed Branch Building in its entirety, and to provide the federal government with the necessary items of "assurance" required by the Higher Education Facilities Act, and any other certifications that may be required by any federal or state agency; and that the President be authorized to serve as the official representative of the University in all matters pertaining to such application; and

BE IT FURTHER RESOLVED, that the President of the University be authorized to do any and all things necessary for the implementation of construction contracts and the completion of the project as may be deemed necessary by agencies of the federal government or the State of Ohio.

It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

Resolution Concerning New Branch Building at Belmont County

WHEREAS, it has been determined by the faculty and administration of Ohio University that the constructing and equipping of a new Branch Building at Belmont County is most urgent to meet the critical need for classroom and laboratory facilities in Belmont County, and is necessary to permit the acceptance of additional students, and is necessary for the expansion of academic programs in Belmont County.

WHEREAS, the General Assembly of the State of Ohio has recognized the need for these additional facilities in an appropriation of \$1,671,600 for the construction of said facility, and

WHEREAS, architectural services have been secured for the purpose of developing plans and specifications for said facility, such plans and specifications indicating that the amount appropriated by the General Assembly of the State of Ohio is inadequate to provide classroom and laboratory facilities consistent with the rapidly increasing student body and faculty, and the expansion of programs of study in Belmont County.

WHEREAS, the Congress of the United States passed the Higher Education Facilities Act of 1963, which makes available financial assistance for the construction of qualified college and university educational buildings.

NOW, THEREFORE, BE IT RESOLVED, that the President of the University be authorized to approve final plans and specifications for the proposed Branch Building at Belmont County, and that said officer be authorized to make application to the United States Department of Health, Education and Welfare for financial assistance for the constructing and equipping of the proposed Branch Building in its entirety, and to provide the federal government with the necessary items of "assurance" required by the Higher Education Facilities Act, and any other certifications that may be required by any federal or state agency; and that the President be authorized to serve as the official representative of the University in all matters pertaining to such application; and

BE IT FURTHER RESOLVED, that the President of the University be authorized to do any and all things necessary for the implementation of construction contracts and the completion of the project as may be deemed necessary by agencies of the federal government or the State of Ohio.

It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

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Resolution Concerning New Branch Building at Portsmouth

WHEREAS, it has been determined by the faculty and administration of Ohio University that the constructing and equipping of a new Branch Building at Portsmouth is most urgent to meet the critical need for classroom and laboratory facilities in Portsmouth, and is necessary to permit the acceptance of additional students, and is necessary for the expansion of academic programs in Portsmouth.

WHEREAS, the General Assembly of the State of Ohio has recognized the need for these additional facilities in an appropriation of \$1,671,600 for the construction of said facility, and

WHEREAS, architectural services have been secured for the purpose of developing plans and specifications for said facility, such plans and specifications indicating that the amount appropriated by the General Assembly of the State of Ohio is inadequate to provide classroom and laboratory facilities consistent with the rapidly increasing student body and faculty, and the expansion of programs of study in Portsmouth.

WHEREAS, the Congress of the United States passed the Higher Education Facilities Act of 1963, which makes available financial assistance for the construction of qualified college and university educational buildings.

NOW, THEREFORE, BE IT RESOLVED, that the President of the University be authorized to approve final plans and specifications for the proposed Branch Building at Portsmouth, and that said officer be authorized to make application to the United States Department of Health, Education and Welfare for financial assistance for the constructing and equipping of the proposed Branch Building in its entirety, and to provide the federal government with the necessary items of "assurance" required by the Higher Education Facilities Act, and any other certifications that may be required by any federal or state agency; and that the President be authorized to serve as the official representative of the University in all matters pertaining to such application; and

BE IT FURTHER RESOLVED, that the President of the University be authorized to do any and all things necessary for the implementation of construction contracts and the completion of the project as may be deemed necessary by agencies of the federal government or the State of Ohio.

It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

Resolution Concerning New Branch Building at Chillicothe

WHEREAS, it has been determined by the faculty and administration of Ohio University that the constructing and equipping of a new Branch Building at Chillicothe is most urgent to meet the critical need for classroom and laboratory facilities in Chillicothe, and is necessary to permit the acceptance of additional students, and is necessary for the expansion of academic programs in Chillicothe.

WHEREAS, the General Assembly of the State of Ohio has recognized the need for these additional facilities in an appropriation of \$1,671,600 for the construction of said facility, and

WHEREAS, architectural services have been secured for the purpose of developing plans and specifications for said facility, such plans and specifications indicating that the amount appropriated by the General Assembly of the State of Ohio is inadequate to provide classroom and laboratory facilities consistent with the rapidly increasing student body and faculty, and the expansion of programs of study in Chillicothe.

WHEREAS, the Congress of the United States passed the Higher Education Facilities Act of 1963, which makes available financial assistance for the construction of qualified college and university educational buildings.

NOW, THEREFORE, BE IT RESOLVED, that the President of the University be authorized to approve final plans and specifications for the proposed Branch Building at Chillicothe, and that said officer be authorized to make application to the United States Department of Health, Education and Welfare for financial assistance for the constructing and equipping of the proposed Branch Building in its entirety, and to provide the federal government with the necessary items of "assurance" required by the Higher Education Facilities Act, and any other certifications that may be required by any federal or state agency; and that the President be authorized to serve as the official representative of the University in all matters pertaining to such application; and

BE IT FURTHER RESOLVED, that the President of the University be authorized to do any and all things necessary for the implementation of construction contracts and the completion of the project as may be deemed necessary by agencies of the federal government or the State of Ohio.

It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

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Resolution Concerning New Branch Building at Lancaster

WHEREAS, it has been determined by the faculty and administration of Ohio University that the constructing and equipping of a new Branch Building at Lancaster is most urgent to meet the critical need for classroom and laboratory facilities in Lancaster, and is necessary to permit the acceptance of additional students, and is necessary for the expansion of academic programs in Lancaster.

WHEREAS, architectural services have been secured for the purpose of developing plans and specifications for said facility, such plans and specifications indicating that the amount available to the University is inadequate to provide classroom and laboratory facilities consistent with the rapidly increasing student body and faculty, and the expansion of programs of study in Lancaster.

WHEREAS, The Congress of the United States passed the Higher Education Facilities Act of 1963, which makes available financial assistance for the construction of qualified college and university educational buildings.

NOW, THEREFORE, BE IT RESOLVED, that the President of the University be authorized to approve final plans and specifications for the proposed Branch Building at Lancaster, and that said officer be authorized to make application to the United States Department of Health Education and Welfare for financial assistance for the constructing and equipping of the proposed Branch Building in its entirety, and to provide the federal government with the necessary items of "assurance" required by the Higher Education Facilities Act, and any other certifications that may be required by any federal or state agency; and that the President be authorized to serve as the official representative of the University in all matters pertaining to such application; and

BE IT FURTHER RESOLVED, that the President of the University be authorized to do any and all things necessary for the implementation of construction contracts and the completion of the project as may be deemed necessary by agencies of the federal government or the State of Ohio.

It was then moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

## PROPOSAL TO PURCHASE PROPERTY

City Manager  
City of Portsmouth  
City Hall  
732 Second Street  
Portsmouth, Ohio

Re: University Project, Project No.  
Ohio R-70

Date: \_\_\_\_\_

## 1. AUTHORITY FOR OFFER

The undersigned (herein referred to as the "Offeror") has been furnished, and acknowledges receipt of:

- (a) A copy of the Urban Renewal Plan for the above-referenced project (herein referred to as the "Plan"); and
- (b) A copy of the form of Contract for Sale of Land (herein referred to as the "Contract") setting forth the conditions under which property will be sold in the above-referenced project by the City of Portsmouth, Ohio.

## 2. OFFER TO PURCHASE

Having become familiar with present conditions of the project site and the provisions of the Plan and Contract, and Offeror offers and agrees to purchase from the City the following premises situated in the City of Portsmouth, County of Scioto and State of Ohio and bounded generally on the north by Second Street, on the east by Bond Street, on the south by the levee and on the west by Chillicothe Street, (hereinafter sometimes referred to as the "Property") upon the terms and conditions contained in the Contract, a completed unexecuted copy of which is attached hereto and marked "Exhibit A". Payment will be made with funds donated by the citizens of the Portsmouth area for this purpose with said funds to be made available by the Ohio University Portsmouth Development Fund, Inc., as needed to complete the transaction.

## 3. REJECTION AND WITHDRAWAL OF PROPOSAL

It is agreed that this Proposal shall not be withdrawn by the Offeror before December 31, 1966, and shall remain in force thereafter, until withdrawn by the Offeror in writing.

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4. CONTRACT TO BE SIGNED

If this Proposal is accepted, the City of Portsmouth will promptly forward, for execution by the Offeror, three or more counterparts of the completed Contract in substantially the form referred to under Section 1 (b) of this Proposal. Within Thirty (30) days after notification of acceptance of this Proposal in the manner provided for in Section 7 hereunder, the Offeror agrees to execute the Contract and return it to the City of Portsmouth, and to complete the purchase of the Property in the manner set forth in the Contract.

5. COVENANT AGAINST CONTINGENT FEES

The Offeror warrants that no person or agency has been employed or retained by the Offeror to solicit or secure the acceptance of this Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting the following bona fide agency or broker: (If none, so state) It is agreed that the City of Portsmouth shall not be liable for any obligations incurred by the Offeror for commissions, percentages, brokerages, contingent or other fees of any kind relating to this Proposal.

6. PRELIMINARY ARCHITECTURAL AND SITE DEVELOPMENT PLANS

Preliminary Architectural and Site Development Plans were submitted with Proposal to Purchase dated July 2, 1965 and are in sufficient detail to show the use of the Property to which this Proposal relates, and the improvements to be constructed thereon.

7. MAILING NOTICES

Acceptance or rejection of this Proposal shall be made by depositing such acceptance or rejection notification in the United States mails addressed to the Offeror at the address below set forth:

The President and Trustees of the  
Ohio University

by \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(business address)

Athens, Ohio

CONTRACT FOR SALE OF LAND BY AND BETWEEN

CITY OF PORTSMOUTH, OHIO AND THE PRESIDENT AND TRUSTEES

OF THE OHIO UNIVERSITY

CONTRACT FOR SALE OF LAND

AGREEMENT (hereinafter called "Agreement") made on or as of the \_\_\_\_ day of \_\_\_\_\_ 1966, by and between the CITY OF PORTSMOUTH, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereafter called "City") and having its office at Municipal Building, 732 Second Street, Portsmouth, Ohio and THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY, a body politic and corporate organized and existing under the laws of the State of Ohio, (hereinafter called "Public Body") and having an office for the transaction of business at Ohio University in the City of Athens, County of Athens and State of Ohio, WITNESSETH:

WHEREAS, the City has undertaken a program for the clearance and reconstruction of slum and blighted areas in the City of Portsmouth, and in this connection is engaged in carrying out an urban renewal project known as the "University Project, Project No. Ohio R-70" (hereinafter called "Project") in an area bounded generally on the north by Third Street and Second Street, on the East by Chillicothe Street and Bond Street, on the south by the levee on the north side of the Ohio River and on the west by Washington Street (hereinafter called "Project Area") located in the City of Portsmouth, Ohio; and

WHEREAS, The City, acting through the City Council has by Resolution No. 14 passed on April 8, 1964 approved a plan (herein called "Urban Renewal Plan") providing for the clearance and redevelopment of the Project Area and the future uses of the land comprising such Area, a copy of which Plan, as it may hereafter be amended from time to time pursuant to law, has been recorded among the land records for the place in which the Project Area is situated, namely in the office of the County Recorder of Scioto County, Ohio in Volume 554, pages 613-631; and a copy of which Plan is attached hereto and marked "Schedule A"; and

WHEREAS, in order to enable the City to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the City) for redevelopment by a public entity for and in accordance with the uses specified in the Urban Renewal Plan, the Federal Government has undertaken to provide, and has provided, substantial aid and assistance to the City through a Contract for Loan and Grant dated January 8, 1965, authorized (on the part of the City) by Ordinance No. 4 passed by the Council of the City on January 25, 1965, which repealed Resolution No. 58 adopted by Council on December 21, 1964; and

WHEREAS, the City has offered to sell and the Public Body is willing to purchase certain real property located in the Project Area and more particularly described in Schedule B annexed hereto and made a part hereof, (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with the Agreement; and

WHEREAS, the City believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### ARTICLE I

##### GENERAL TERMS OF CONVEYANCE OF PROPERTY

Sec. 1. Sale and Purchase Price. Subject to all the terms, covenants, and conditions of the Agreement, the City will sell certain real property in the project Area more particularly described in Schedule B annexed hereto, to the Public Body for, and the Public Body will purchase the Property from the City and pay to the City therefor, the amount of Ninety one thousand eight hundred nine dollars and forty-three cents (\$91,809.43), (hereinafter called "Purchase Price"), to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Public Body.

Sec. 2. Conveyance. The City shall convey to the Public Body, upon payment in full of the Purchase Price by the Public Body, title to the Property by quitclaim deeds (hereinafter collectively called "Deed"). In light of the covenants to which the Public Body and its successors in interest to the property will be subject, the Public Body will join, as grantee, in the execution of the deed. Such conveyance shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(a) The following easements:

##### Easement for 10" Force Main

Being a strip of land 20 feet wide, 10 feet on each side of a center line which is more particularly described as follows:

Beginning at a point in the south line of Front Street, said point being also located 2 feet west of the east line of Lot Number 15 of Gaylord Subdivision of the City of Portsmouth, Ohio. Thence, in a southerly direction, parallel to the east line of said Lot Number 15 of said Gaylord Subdivision, 100 feet to a point. Thence, with a deflection angle to the right of  $33^{\circ} 58'$ , 62 feet, more or less, to the point of ending of easement.

##### Easement for a 36" Storm Sewer

Being a strip of land 20 feet wide, 10 feet on each side of a centerline, which is more particularly described as follows:

Beginning at a point in the south line of Front Street, said point being located 18.5 feet east of the east line of Lot Number 10 of the Gaylord Subdivision of the City of Portsmouth, Ohio. Thence, in a southerly direction, parallel to the east line of said Lot Number 10, and the east line of Lot Number 10, extended southerly 122 feet to a point. Thence, with a deflection angle to the left of  $39^{\circ} 31'$ , 38 feet, more or less to the point of ending of easement.

##### Easement for 60" Sewer

Being a strip of land, 20 feet wide, 10 feet on each side of a centerline which is more particularly described as follows:

Beginning at a point in the west line of Bond Street, said point being also located  $S 2^{\circ} 18' 03" W$ , 116.25 feet from the point of intersection of the west line of Bond Street and the south line of Front Street. Thence,  $S 86^{\circ} 55' 03" N$ , 196 feet to a point. Thence,  $S 32^{\circ} 4' 03" W$ , 18 feet, more or less to the point of ending of easement.

(b.) Taxes and assessments, not delinquent

(c.) Zoning Ordinances, if any

Sec. 3. Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Public Body on May 1, 1967, or on such earlier date as the parties may mutually agree in writing, (hereinafter referred to as "Closing Date"). Conveyance shall be made at the principal office of the City and the Public Body shall accept such conveyance and pay to the City at such place on the Closing Date the Purchase Price.

Sec. 4. (a) Apportionment of Current Taxes. Real Estate taxes for the tax year 1965 will be paid by the City. The portion of the Taxes for the tax year 1966 on the Property allocable to buildings and other improvements which have been demolished or removed from the Property by the City shall be borne by the City, and the portion of such current taxes allocable to the land shall be apportioned between the City and the Public Body as of the date of the delivery of the Deed. If the amount of the 1966 taxes allocable to the land is not ascertainable on such date, the apportionment between the City and the Public Body shall

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be on the basis of the amount representing the total year's tax determined by multiplying the valuation of the land as it appears on the last available County Treasurer's tax duplicate by the most recent tax rate, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained.

(b) Recordation of Deed. The Public Body shall promptly file with the Recorder of Scioto County, Ohio, the Deed for recordation in the Deed Records of Scioto County, Ohio. The Public Body shall pay all costs (including the cost of the Federal documentary stamp tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Public Body, if required by law) for so recording the Deed.

(c) Conveyance of Title. Simultaneously with the delivery of the Deed, The City shall provide at its own expense a title guarantee, guaranteeing to the Public Body, in the amount of the purchase price, good record title in fee simple free and clear of all liens, encumbrances, restrictions, reservations, easements and conditions of record except those created by the Urban Renewal Plan, and this Agreement, including those specifically set forth in Section 2.

## ARTICLE II

### PREPARATION OF PROPERTY FOR REDEVELOPMENT

Sec. 1. Preparation of Property. The City shall, prior to conveyance of the Property and without expense to the Public Body, prepare the Property for redevelopment, which preparation shall consist of the following:

- (a) Demolition and Removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements on the Property.
- (b) Reduction of walls to the surface elevation of the adjoining ground.
- (c) Breaking up of Basement floors sufficiently to permit proper drainage.
- (d) Filling and Grading, and leveling of the land (but not including top soil or landscaping) as will permit proper drainage and place the Property in a safe, clean, sanitary and non-hazardous condition. All filling shall be with non-combustible materials.
- (e) Removal of Public Utility Lines by the City or Public utility company of all lines, installations, facilities and related equipment within or on the Property.

Sec. 2. Other Action by City Relating to Preparation. The City shall, without expense to the Public Body and prior to the completion of the Improvements as hereinafter defined (or at such earlier time or times as the Public Body shall find, and by timely notice in writing inform the City, is necessary to enable the Public Body to construct or complete the Improvements in accordance with the provisions of the Agreement) provide or cause to be provided the following:

- (a) Vacation of streets, alleys and other public rights-of-way existing within the Property.
- (b) Replatting, Resubdivision, or Rezoning of the Property if necessary for the conveyance thereof to the Public Body.
- (c) Improvements of Existing Streets, construction and Dedication of new streets, alleys and other public rights-of-way (including catch basins, curbs and gutters and drive and curb cuts) abutting on the Property.
- (d) Installation of Sidewalks. The installation by the City, in accordance with the technical specifications, standards, and practices of the City, of public sidewalks along the frontage of the public streets abutting on the Property or within the rights-of-way lines of such public streets, together with sodding or seeding of any such public area between such sidewalks or the curb lines of such public streets.
- (e) Installation of Street lights, Signs, traffic control signals and fire hydrants in connection with streets abutting on the Property and to be constructed pursuant to this Section.
- (f) Installation of Public Utilities - The installation or relocation (by the City or by the appropriate public utility company) of such sewers, drains, water and gas distribution lines, electric, telephone, and telegraph lines, and all other public utility lines, installations, and facilities as are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, that the City shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the Improvements to be constructed on the Property by the Public Body and the water, sanitary sewer and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Public Body shall secure any permits required for any such installation without cost or expense to the City.

## ARTICLE III

### CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Construction Required. The Public Body will redevelop the Property by construction thereon of a public college and university including buildings housing classrooms, offices, laboratories, libraries, dormitories, recreational facilities, and other uses normally associated with institutions of higher education together with accessory uses and parking facilities customarily appurtenant thereto (hereinafter collectively called the "Improvements") and all plans and specifications and all work by the Public Body with respect to such redevelopment of the Property and the construction or the making of other

improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws. Upon written request of the City from time to time, the Public Body will deliver to the City, to be retained by the City, plans with respect to the improvements to be constructed or otherwise made by the Public Body on the Property, in sufficient completeness and detail to show that the improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and Agreement.

Sec. 2 The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself and such successors and assigns, that the Public Body shall begin the redevelopment of the Property through the construction of the improvements thereon, within six (6) months from the date of the Deed, and diligently proceed to complete such construction within twenty-four (24) months from such date. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants of the Agreement pertaining to the improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Public Body, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

Sec. 3. Report on Progress. Subsequent to conveyance of the Property or any part thereof to the Public Body, and until construction of the improvements has been completed, the Public Body shall, upon written request of the City, make, in such detail as may reasonably be required by the City, and forward to the City a report in writing as to the actual progress of the Public Body with respect to such construction. During such period, the work of the Public Body shall be subject to inspection by the City.

Sec. 4. Access To Property. Prior to delivery of possession of the Property to the Public Body, the City shall permit the Public Body access thereto, whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Public Body shall permit access to the Property by the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement.

Sec. 5. Certificate of Completion. Promptly after completion of the improvements in accordance with the provisions of the Agreement, the City shall furnish the Public Body with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Public Body, its successors and assigns, and every successor in interest to the Property, to construct the improvements and the dates for the beginning and completion thereof. All certifications provided for in this Section shall be in such form as will enable them to be recorded with the County Recorder for the county of Scioto.

#### ARTICLE IV

##### LAND USES

Sec. 1. Restrictions on Land Use. The Public Body agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Public Body for itself, and such successors and assigns, that the Public Body, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with the uses specified in the Urban Renewal Plan, as the same may hereafter be amended from time to time; and
- (b) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

Sec. 2. Effect of Covenants; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this Article IV shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and the United States (in the case of the covenant provided in subdivision (b) of Section 1 of this Article IV), against the Public Body, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subdivision (a) of Section 1 of this Article IV shall remain in effect until April 8, 1984, (at which time such agreement and covenant shall terminate), and (b) in subdivision (b) of such Section 1 shall remain in effect without limitation as to time.

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Sec. 3. Enforceability by City and United States. In amplification, and not in restriction, of the provision of Section 2 of this Article IV, it is intended and agreed that the City shall be deemed a beneficiary of the agreements and covenants provided in Section 1 of this Article IV, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of such Section 1, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the City or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subdivision (b) of Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### ARTICLE V

##### PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Public Body represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and the Agreement.

Sec. 2. Prohibition Against Transfer of Property and Assignment. The Public Body has not made or created, and will not, prior to the proper completion of the Improvements, as certified by the City, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of the Property, or any part thereof or interest therein, or (b) any assignment of the Agreement, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the City. Such approval shall be on such condition as the City may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the City, of all obligations of the Public Body under the Agreement.

#### ARTICLE VI

##### REMEDIES

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of the Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall upon written notice from the other proceed to remedy or cure such default or breach within Thirty (3) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages therefor, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

Sec. 2. Termination by Public Body. In the event that

(a) The City does not tender conveyance of the Property or possession thereof in the manner and condition, and by the date, provided in the Agreement and any such failure shall not be cured within Thirty days after written demand by the Public Body, then the Agreement shall at the option of the Public Body be terminated, and neither the City nor the Public Body shall have any further rights against or liability to the other under the Agreement.

Sec. 3. Termination by City. In the event that prior to conveyance of the Property to the Public Body and in violation of the Agreement the Public Body (and any successor in interest) assigns or attempts to assign the Agreement or any rights herein or in the Property, or the Public Body does not pay the Purchase Price for and take title to the Property upon proper tender of conveyance by the City pursuant to the Agreement, then the Agreement and any rights of the Public Body or any successor or assign of the Public Body or transferee of the Property under the Agreement or arising therefrom, with respect to the City or the Property, shall at the option of the City be terminated by the City. In such event, except for the right of the City to damages for such breach afforded by law, neither the Public Body (or assignee or transferee) nor the City shall have any further rights against or liability to the other under the Agreement.

Sec. 4. Delays Beyond Control of Parties. For the purposes of the Agreement, neither the City nor the Public Body, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence; including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this provision that,

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in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within Thirty(30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Sec. 5. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

#### ARTICLE VII

##### MISCELLANEOUS PROVISIONS

Sec. 1. Conflict of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Public Body or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Public Body or successor or on any obligations under the terms of the Agreement.

Sec. 2. Equal Employment Opportunity. The Public Body, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the Public Body and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Sec. \_\_\_\_\_. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Public Body as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section 2, the term "Public Body" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Sec. 3. Notice. A notice or communication under the Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Public Body, is addressed as follows: Vice President, Business Affairs  
Ohio University, Athens, Ohio and

(b) in the case of a notice or communication to the City, is addressed as follows:  
City Manager  
City Hall, 732 Second Street  
Portsmouth, Ohio

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this Section.

Sec. 4. Agreement Survives Conveyance. None of the provisions of the Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Public Body or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

Sec. 5. Counterparts. The Agreement is executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused the Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Public Body has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

(SEAL)

ATTEST:

CITY OF PORTSMOUTH

By \_\_\_\_\_  
City Manager

(SEAL)

ATTEST:

The President and Trustees of the  
Ohio University

By \_\_\_\_\_

STATE OF OHIO )  
COUNTY OF SCIOTO ) SS:

Before me a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, City manager of the City of Portsmouth, who acknowledged that he signed the foregoing instrument as the fully authorized officer of said City of Portsmouth, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed as such officer and individually.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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Approved As to Form:

\_\_\_\_\_  
City Solicitor

SCHEDULE A

UNIVERSITY PROJECT

City of Portsmouth, Ohio

URBAN RENEWAL OR REDEVELOPMENT PLAN

Code No. R-213

January, 1964

A. Table of Contents

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Maps

The following maps, dated January, 1964, are attached hereto and incorporated herein:

- Map. 1 - Project Boundary and Land Acquisition Map
- Map. 2 - Land Use Map

Exhibits:

The following exhibit is attached hereto and incorporated herein:

Exhibit A - Boundary description

B. Description of Project

1. Boundary Description of the University Project Area

The University Project Urban Renewal Area is located in the City of Portsmouth, County of Scioto, State of Ohio, and is bounded generally as shown in Map 1, Project Boundary and Land Acquisition Map, and set forth in Exhibit A.

2. Types of Proposed Renewal Actions

Proposed renewal actions by the City of Portsmouth include acquisition of all project lands with the exception of six parcels not to be acquired, as shown in Map 1, Project Boundary and Land Acquisition Map, the demolition or removal of all acquired structures, the provision of public improvements and the sale of the land for commercial, governmental and institutional reuse in accordance with the provisions of this Urban Renewal or Redevelopment Plan.

C. Land Use Plan

1. Land Use Map

Proposed land uses, public rights-of-way, and easements shall be as shown on Map 2, Land Use Map.

2. Land Use Provisions and Building Requirements

In order to achieve the objectives of the Urban Renewal or Redevelopment Plan, the use of land in the Urban Renewal Area will be made subject to the regulations and controls specified in this paragraph.

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a. Land Use

- (1) The following land uses shall be permitted in areas shown on Map 2, Land Use Map.

(a) Commercial

Permitted land uses shall be retail stores, personal or business service establishments, offices, restaurants and other places serving food or drink automotive sales and service and gasoline service stations, together with such accessory uses as loading and parking facilities customarily appurtenant thereto.

(b) Public Governmental

Permitted uses shall be municipal government offices, pumping stations and appurtenant parking.

(c) Public Institutional

Permitted uses shall be a public college and university including buildings housing class rooms, offices, laboratories, libraries, dormitories, recreational facilities, and other uses normally associated with institutions of higher education together with accessory uses and parking facilities customarily appurtenant thereto.

- (2) No land or building in the Urban Renewal Project Area shall be used for hotels, motels, or other housing for transient use.

b. Building Regulations to be Imposed on Properties to be Acquired for Redevelopment(1) Commercial

The following regulations shall apply to any reuse parcel designated Commercial on Map 2, Land Use Map.

Site Coverage. The maximum coverage of land by buildings shall not exceed sixty (60) per cent of the site area.\*

Bulk. Gross floor area, excluding basements, shall not exceed one hundred (100) per cent of the site area.\*\*

\* Site area is defined as the disposition parcel excluding dedicated public rights-of-way.

\*\* Gross floor area is defined as the total maximum area of all floors of a building measured to include the outside walls.

Building Height. The maximum height shall be forty-five (45) feet or three and one-half (3-1/2) stories.

Building Setbacks. The minimum setback of structures shall be ten (10) feet from any public rights-of-way, except along Chillicothe Street, where the setback shall be twenty-five (25) feet.

(2) Public Governmental

The following regulations shall apply to any reuse parcel designated as Public Governmental on Map 2, Land Use Map.

Land Coverage. The maximum coverage of land by buildings shall not exceed sixty (60) per cent of the site area.

Bulk. Gross floor area, excluding basements, shall not exceed one hundred (100) per cent of the site area.

Building Height. The maximum building height shall be forty-five (45) feet or three and one-half (3-1/2) stories.

Building Setbacks. The minimum setback of structures shall be ten (10) feet from any public rights-of-way.

(3) Public Institutional

The following regulations shall apply to any reuse parcel designated as Public Institutional on Map 2, Land Use Map.

Site Coverage. The maximum coverage of land by buildings shall not exceed forty (40) per cent of the site area.

Bulk. Gross floor area, excluding basements, shall not exceed one hundred (100) per cent of the site area.

Building Height. The maximum building height shall be one hundred (100) feet.

Building Setbacks. The minimum setback of buildings from any public

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rights-of-way shall be ten (10) feet, except along Front Street, where no setback shall be required.

c. Additional Regulations to be Imposed on Properties to be Acquired for Redevelopment.

(1) Off-Street Parking

Parking areas shall be adequately drained and paved with an all weather dust free surface. Lighting used to illuminate parking areas shall be arranged so that glare does not extend beyond the boundaries of the site. Landscaping, including trees, non-deciduous shrubs and non-deciduous ground cover, shall be provided in association with surface parking areas along the boundaries of parking areas adjacent to public rights-of-way for a width of ten (10) feet. Each parking space shall have adequate ingress and egress, and shall be a minimum of one hundred and eighty (180) square feet in area (not including ingress and egress). Access to surface parking shall be limited to several well defined locations, none of which shall be closer than sixty (60) feet from any street intersection, and in no case shall there be unrestricted access along the length of a street.

Off-street parking shall be provided on the site area in accordance with the following minimums:

Commercial

For retail stores (not including automotive service and sales agencies and furniture retailing), personal service establishments, and restaurants or other places serving food or drink, one (1) parking space for each one hundred and fifty (150) square feet of gross floor area.

For automotive sales and service agencies, one (1) parking space for each five hundred (500) square feet of gross floor area. For furniture retailing, one (1) parking space for each seven hundred fifty (750) square feet of gross floor area on the first floor.

For offices, one (1) parking space for each two hundred and fifty (250) square feet of gross floor area.

Public Governmental

For the Municipal Building and the Municipal Pumping Station, one (1) parking space for each one hundred and fifty (150) square feet of gross floor area.

Public Institutional

For University faculty and staff members, one (1) parking space for each employee, and

For University students, one (1) parking space for every ten students, and

For any University auditorium or public hall, one (1) parking space for every four (4) seats.

(2) Off-street Loading

Off-street loading areas shall be adequately drained and paved with an all weather, dust free surface. Lighting used to illuminate loading areas shall be arranged so that glare does not extend beyond the boundaries of the site. Loading areas shall be arranged to eliminate as much as possible interference with public use of side walks, streets and parking areas.

Off-street loading berths shall be provided in sufficient number for each separate structure.

(3) Landscaping

Open areas not used for off-street parking or loading or for access thereto shall be appropriately landscaped and shall include trees, non-deciduous shrubs and non-deciduous ground cover. Where possible, landscaping shall incorporate existing trees on the site.

(4) Storage

All storage of goods and waste material shall be contained in entirely enclosed structures. Areas for outdoor maintenance of vehicles shall be screened from view from adjoining properties and public rights-of-way.

(5) Signs

No sign or billboard will be erected or maintained unless such sign or billboard complies with all of the following conditions:

--It is clearly incidental, customary to and commonly associated with the principal use upon each disposition parcel.

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--Non-flashing signs shall not exceed 8 square feet in area for each frontage foot, however, no sign shall exceed 500 square feet in area.

--Flashing signs shall not exceed 4 feet in area for each frontage foot, however, no sign shall exceed 300 square feet in area.

--No sign shall project more than 2 feet from a building nor shall it project over a public right-of-way.

--No sign shall be erected that is higher than the building.

--It shall be limited in subject matter to the name, design, picture or trademark of the owner, operator, builder, sales agent, managing agent lessor or lessee of the premises or of the activities (including merchandise handled or services rendered) on the premises on which such sign is located and does not include any general commercial advertising unrelated to the principal use.

#### (6) Easements

Proposed easements as shown on Map 2, Land Use Map, are established to contain underground utilities and to provide pedestrian and vehicular access. No building shall be constructed over such easements as shown on Map 2, Land Use Map, without prior written consent of the city of Portsmouth.

#### d. Duration of Controls

This Urban Renewal or Redevelopment Plan and/or any modification thereof, as provided under Section F of this plan shall remain in effect for a period of twenty (20) years from the date of approval of this Urban Renewal or Redevelopment Plan by the governing body of the City of Portsmouth. The termination of this plan shall in no way permit the project land or any part thereof to be restricted on the basis of race, creed, color, or national origin in the sale, use or occupancy thereof.

#### e. Applicability of Regulations to be Imposed on Property to be Acquired for Redevelopment, on Properties not to be Acquired.

The provisions and requirements under C 2.a. (Land Uses) above for properties to be acquired for clearance and redevelopment are applicable to properties not-to-be-acquired.

The provisions and requirements under C 2.b. (Additional Regulations to be imposed on property to be acquired for redevelopment) are not applicable to the not-to-be-acquired property.

In the event that the owner of the not-to-be-acquired property acquires project land, he shall comply with the requirements of the Urban Renewal or Redevelopment Plan.

All not-to-be-acquired structures shall be maintained in good structural condition as required by the various codes and ordinances of the City of Portsmouth for the life of the Urban Renewal or Redevelopment Plan.

### 3. Urban Design Objectives

#### a. Purpose

The University Urban Renewal Project is important to the welfare and future growth of the City of Portsmouth. The purpose of the general design objectives in paragraph b. below is to achieve sound and attractive development, both of the project area and of the surrounding area of Portsmouth. In this way the surrounding area will be strengthened and the project will assist in the elimination and prevention of blight.

#### b. Design Objectives for Major Elements.

In view of the physical and use characteristics of the project area and its surroundings, redevelopment of the renewal area should:

- 1) Provide an attractive functional setting both for the new uses which are contemplated for the site and for the existing uses which are to be retained.
- 2) Recognize the compact urban quality and density of the surrounding area.
- 3) Provide an attractive, safe and functional approach to uses in the area for pedestrians and vehicles.
- 4) Provide open spaces and pedestrian paths oriented to the direction of maximum use and to attractive and characteristics views.
- 5) Provide building and site development which recognizes the potential growth and future development of the area.

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- 6) Provide building and site development appropriately related to the topography and landscape features of the site.
- 7) Provide landscaped and orderly parking areas in locations where they will not detract from the appearance of the primary uses of the site.

D. Project Proposals

1. Land Acquisition

a. Identification of Real Property Proposed to be Acquired for:

(1) Clearance and Redevelopment:

Real property to be acquired for clearance and redevelopment is shown on Map 1, Project Boundary and Land Acquisition Map.

(2) Public Facilities:

Real Property to be acquired for public facilities is shown on Map 1, Project Boundary and Land Acquisition Map.

(3) Rehabilitation and Conservation:

No rehabilitation or conservation is contemplated.

b. Conditions Under which Properties not Designated for Acquisition may be Acquired.

No such conditions are contemplated.

c. Conditions Under Which Properties Identified to be Acquired May Not be Acquired.

No such conditions are contemplated.

2. Rehabilitation and Conservation.

Not applicable.

3. Redeveloper's Obligations.

- a. The regulations and controls in Section C will be implemented by covenants or other provisions in the agreement for land disposition and conveyance executed pursuant thereto.
- b. The redeveloper shall devote the land only to the uses specified in this plan.
- c. The redeveloper shall begin and complete the development of the land for the uses required in the plan and the construction of improvements agreed upon in accordance with the disposition contract between the City of Portsmouth and the Redeveloper.
- d. No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the City of Portsmouth or by a redeveloper or any of his successors or assignees whereby land in the project area is restricted by the City of Portsmouth, or the redeveloper on the basis of race, creed, color, or national origin in the sale, lease or occupancy thereof. Appropriate covenants running with the land, which will prohibit such restrictions shall be included in the disposition agreements.
- e. To aid in the selection of redevelopers of the project land, potential redevelopers shall submit preliminary architectural sketches and site plans of proposed improvements on the land for review by the City of Portsmouth to establish how the requirements and objectives of the Urban Renewal or Redevelopment Plan will be satisfied.

Redevelopers selected shall submit detailed architectural plans and site plans for the construction of improvements on the land to the City of Portsmouth prior to commencement of construction for review and approval so that the City may determine compliance of such plans with the Urban Renewal or Redevelopment Plan and City objectives.

E. Other Provisions Necessary to Meet State and Local Requirements.

The City of Portsmouth shall undertake the University Project under its home rule powers.

Chapter 33 (Urban Renewal) of the Code of the City of Portsmouth contains the following provisions:

"Sec. 33.4. Contents of Urban Renewal or Redevelopment Plans and Relocation Plan.

- (a) An urban renewal or redevelopment plan shall include but not

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be limited to the following:

1. A description of the boundaries and the project area;
2. A land-use plan showing the location, character and extent of public and private land ownership, use and occupancy proposed within the area;
3. A statement showing the standards of population densities, land coverage and building intensities in the area, after the redevelopment, if the proposed uses are residential.
4. A definition of areas of land acquisition, demolition and removal of structures as may be proposed to be carried out in the project area;
5. A statement of the relationship of the plan to definite objectives of the City respecting appropriate land uses, improved traffic conditions and transportation, public utilities, recreation and community facilities and other public improvements.
6. A statement indicating the controls, use and development restrictions to be placed on property in the project area to prevent a recurrence of slum or blighted conditions.
7. A financial plan indicating the resources for the public costs of the project:..."

1. A boundary description is attached hereto and identified as Exhibit A.
2. The location, character and extent of public and private land ownership proposed are shown on Map 2, Land Use Map. Proposed use and occupancy are set forth under Section C above.
3. No project land is proposed for residential use.
4. Map 1, Project Boundary and Land Acquisition Map, identifies all land to be acquired. All structures on the land to be acquired will be removed.
5. Local planning objectives have a direct bearing on the project and the project has been planned as an integral part of the total planning for the city. Special objectives in this regard are:

The effectuation of the Urban Renewal or Redevelopment Plan will provide expansion space for the overcrowded branch of Ohio University, acting as an educational and economic stimulus to the development of the City and region.

The Urban Renewal or Redevelopment Plan conforms and complies with the local objectives of the city as to appropriate land uses, improved traffic and community facilities and public improvements.

The effectuation of the Urban Renewal or Redevelopment Plan will improve the total living conditions of the city through improvement of the area and removal of housing in poor condition.

The effectuation of the Urban Renewal or Redevelopment Plan will provide land for the construction of new commercial and office facilities, strengthening Portsmouth's business activity.

6. Controls, use and development restrictions to be placed on property in the project area to prevent a recurrence and spread of slum or blight conditions are set forth under Section C, above.
7. For the purpose of carrying out the project, the city will enter into a Loan and Grant Contract with the United States of America, under Title I of the Housing Act of 1929, as amended. The Loan and Grant Contract will provide a Project Temporary Loan and a Project Capital Grant and Relocation Grant from the government, and will require local grants-in-aid.

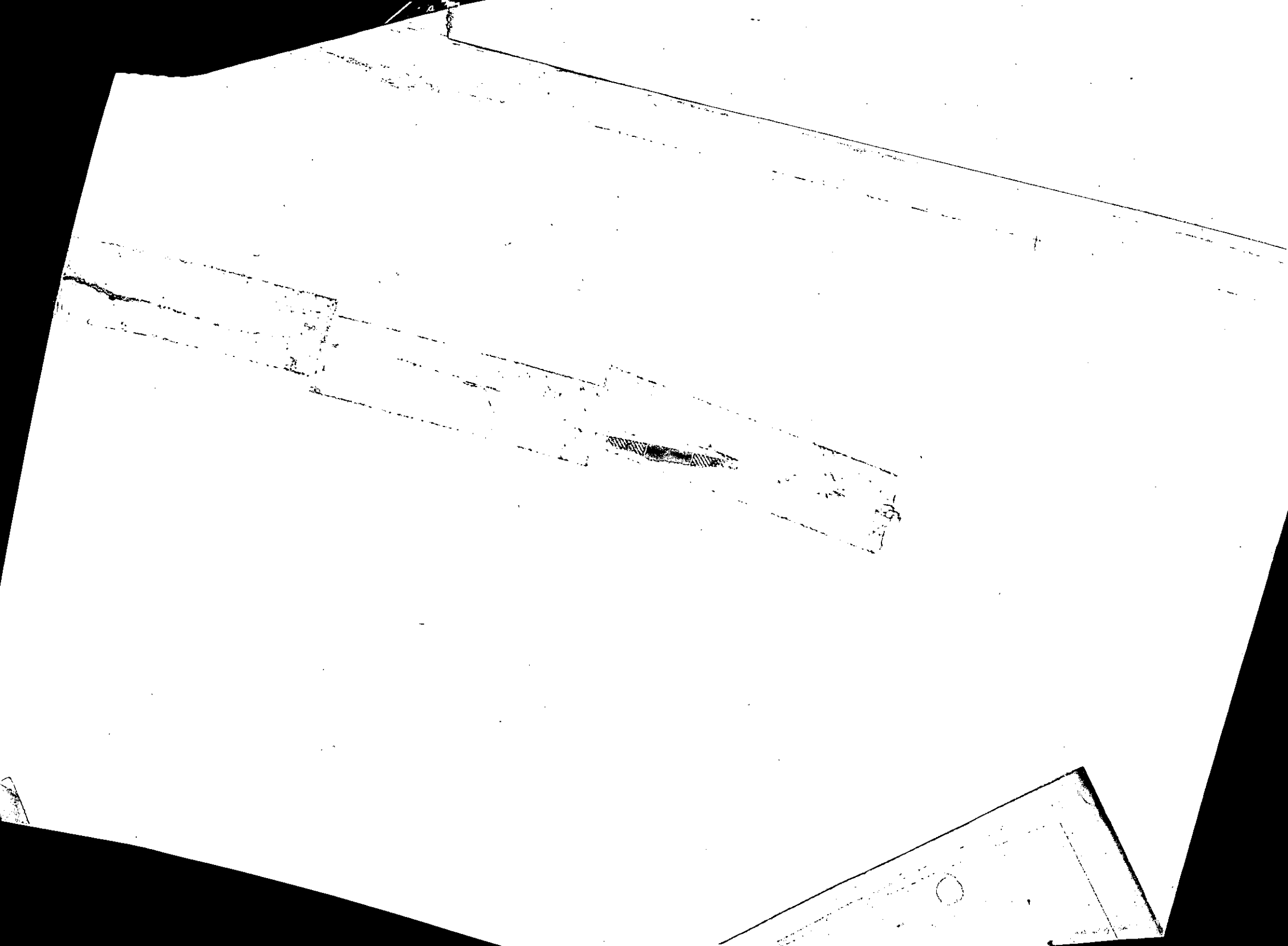
It is presently estimated that under the aforesaid Loan and Grant Contract the net project cost of \$1,645,939 will be represented by a project capital grant of \$1,234,454 and a local share of \$411,485. Such local share may be provided in the form of facilities, and/or cash. As the project execution proceeds these estimates will be changed to relate to the actual costs that will be incurred.

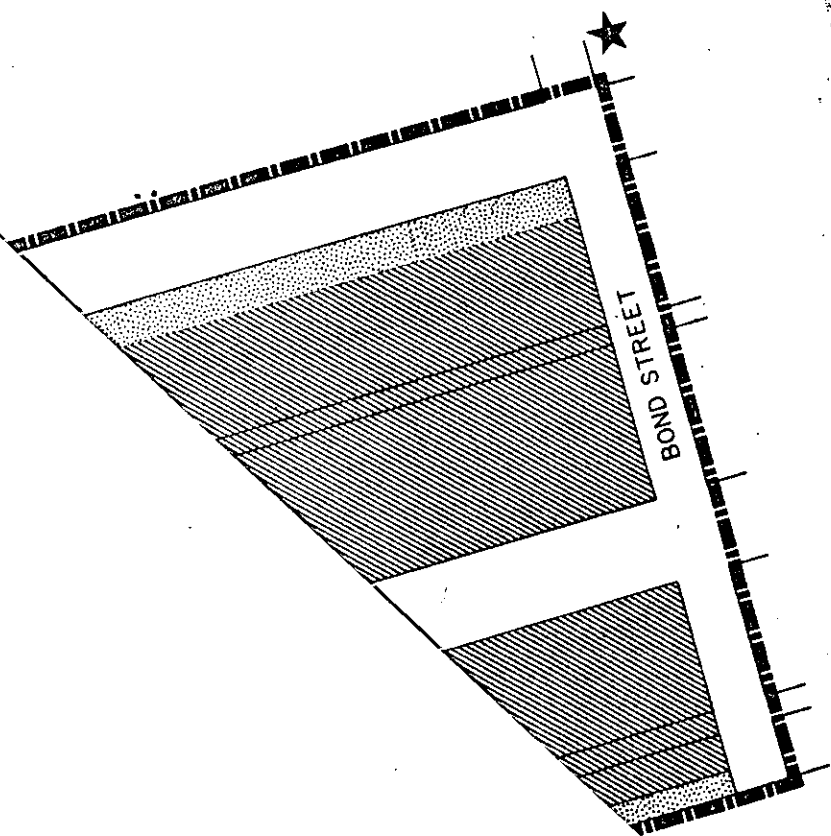
The estimated costs of carrying out the project will be met by the aforesaid project capital grant and the following local contributions:

--The provision by the city of public improvements which may include a sewer relocation, an access road, curb, gutter and sidewalk construction, and provision for parking lots, to be financed with general revenue funds.

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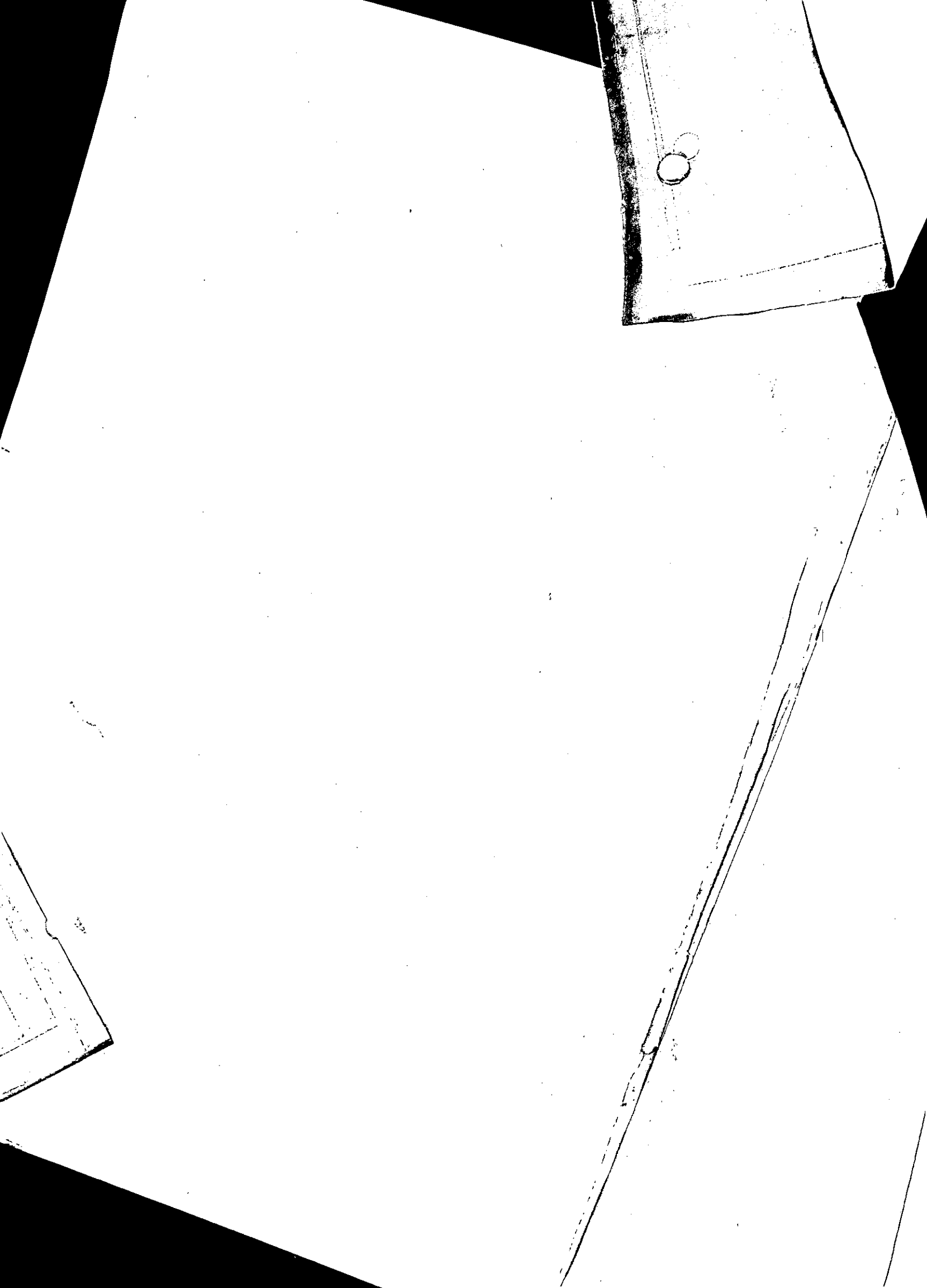
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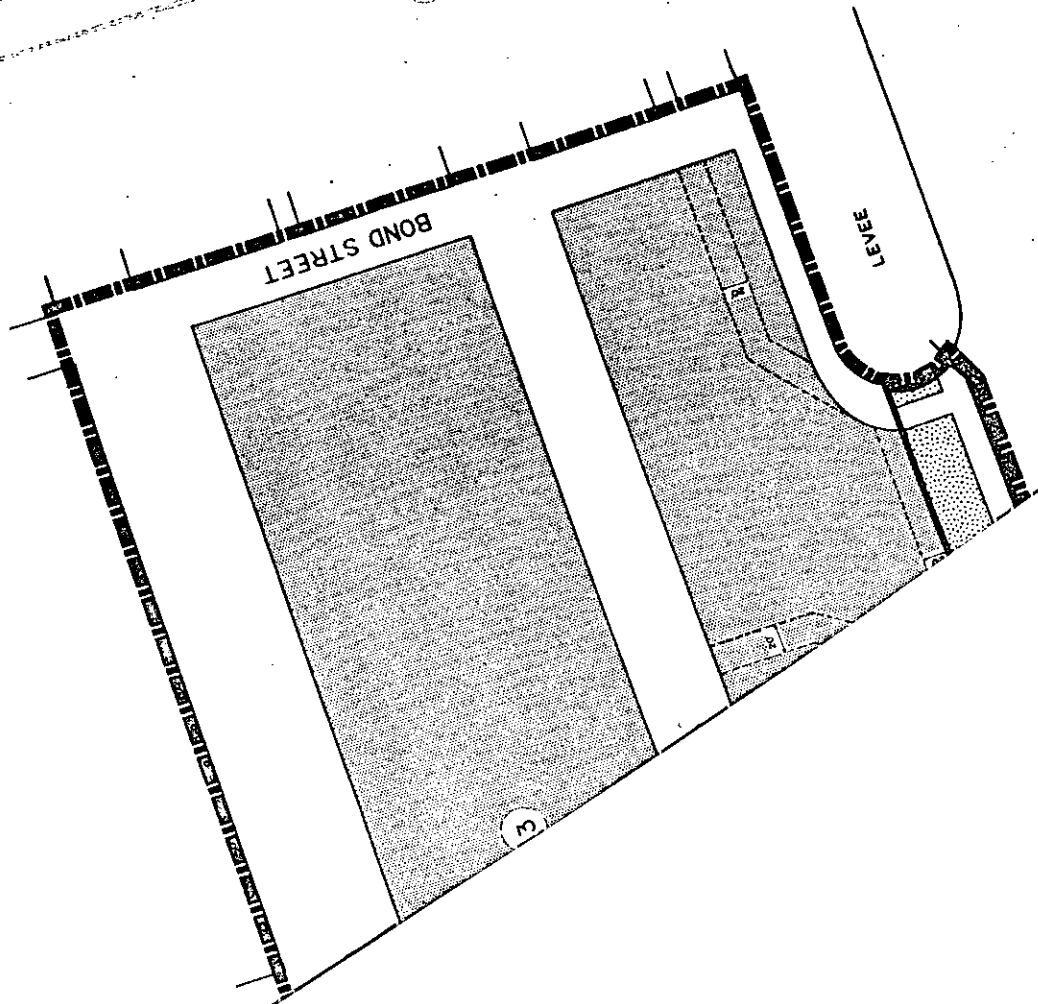
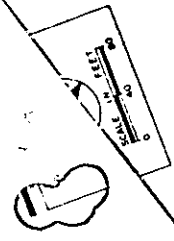


**UNIVERSITY &  
LOCATION MAP**  
**UNIVERSITY PROJECT**  
**CITY OF PORTSMOUTH**  
**SCIOTO COUNTY, OHIO**  
CANDEUS, FLEISSIG AND ASSOCIATES  
JANUARY, 1961

CODE NO. R-213



UNIVERSITY PROJECT  
CITY OF PORTSMOUTH  
CITY OF PORTSMOUTH  
CANCELL, FLESH AND ASSOCIATES  
CODE NO. 4-213



--Cash grants by the city to be financed with general revenue funds, councilmanic bonds, off-street parking facilities funds, or water works funds, as necessary.

F. Procedure for Changes in Approved Plan.

This Urban Renewal or Redevelopment Plan may be amended from time to time upon compliance with the requirements of law provided that with respect to any land in the project area previously disposed of by the City of Portsmouth for uses in accord with the Urban Renewal or Redevelopment Plan, the City of Portsmouth received the written consent of the owner of such land where interests therein are materially affected by such amendment.

EXHIBIT A

BOUNDARY DESCRIPTION

Being located in the City of Portsmouth, the County of Scioto and the State of Ohio and described as follows:

BEGINNING at the intersection of the north line of Second Street and the east line of Bond Street; thence south along said east line to the Ohio River levee; thence in a generally westerly direction along said levee to the west line extended of the first alley parallel to the east of Washington Street; thence north along said west line extended and said west line to the rear property lines of those properties fronting on Second Street; thence west approximately 103.75 feet along said rear lot lines; thence north approximately 132 feet to the south line of Second Street; thence west along said south line to the west line of Washington Street; thence north along said west line to the north line of Third Street; thence east along said north line to the east line of Chillicothe Street; thence south along said east line to the north line of Second Street; thence east along said north line to the point of BEGINNING.

EXHIBIT B

PARCEL NO. 4

Beginning at a point in the south line of Front Street, said point being the point

of intersection of the west line of Bond Street with the south line of Front Street and said point being also the northwest corner of Lot Number 14 of the Peck, Bond and Sinton Addition to the City of Portsmouth, Ohio. Thence, S 2° 18' 03" W., with the west line of Bond Street, and the east line of Lots Number 14 and 11 of said Peck, Bond and Sinton Addition, 150 feet to a point, said point being located 30 feet north of the north toe of the flood levee. Thence, N. 87° 43' 51" W., 1058.06 feet to a point, said point being also located 28.75 feet east of the east line of Chillicothe Street. Thence, N. 2° 15' 09" E., parallel to the east line of Chillicothe Street and 28.75 feet east therefrom, 150.04 feet to a point in the south line of Front Street. Thence, S. 87° 45' 03" E., with the south line of Front Street, 1,058.20 feet to the west line of Bond Street, the point of beginning, containing 152,541.3252 square feet or 3.5018 acres of Disposal Parcel No. 4.

Excepting from above

Parcel 5-26, 940 Front Street

The west one half of the west one half of Lot Number 14, as the same is known and designated on the recorded plat of the Peck, Bond and Sinton Addition to The City of Portsmouth, Ohio, as recorded in the Scioto County Record of Plats: Said west one half of the west one half of said Lot Number 14 being 30 feet front on the south side of Front Street in said city and extending back south of equal width, 107.25 feet containing 3,217.5 square feet.

And Parcel 5-13, 834 Front Street

Being all of Lot Number 3 and the east 3 feet of Lot Number 2 of the Gaylord Addition to the City of Portsmouth, Ohio, fronting 38 feet on the south side of Front Street and being 107.25 feet deep, containing 3,003 square feet.

Excepting also the 3 following Easements:

Easement for 10" Force Main

Being a strip of land 20 feet wide, 10 feet on each side of a centerline which is more particularly described as follows:

Beginning at a point in the south line of Front Street, said point being also located 2 feet west of the east line of Lot Number 15 of the Gaylord Subdivision of The City of Portsmouth, Ohio. Thence, in a southerly direction, parallel to the east line of said Lot Number 15 of said Gaylord Subdivision, 100 feet to a point. Thence, with a deflection angle to the

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# MINUTES—OHIO UNIVERSITY, Board of Tr

right of 33° 58', 62 feet, more or less, to the point of end

## Easement for 36" Storm Sewer

Being a strip of land 20 feet wide, 10 feet on each side of a center line more particularly described as follows:

Beginning at a point in the south line of Front Street, said point located 18.5 feet east of the east line of Lot Number 10 of Subdivision of the City of Portsmouth, Ohio. Thence, in a direction, parallel to the east line of said Lot Number 10, line of Lot Number 10, extended southerly, 122 feet to a point with a deflection angle to the left of 39° 31', 38 feet, more or less to the point of ending of easement.

## Easement for 60" Sewer

Being a strip of land, 20 feet wide, 10 feet on each side of a center line more particularly described as follows:

Beginning at a point in the west line of Bond Street, said point located S 2° 18' 03" W, 116.25 feet from the point of intersection of the west line of Bond Street and the south line of Front Street. Thence, S 55° 03' N, 196 feet to a point. Thence, S 32° 4' 03" W, 18 feet, more or less to the point of ending of easement.

## WEST PART OF PARCEL #3

Beginning at a point in the north line of Front Street and the south line of Lot Number 1 of the Subdivision of Outlot Number 27 as recorded in the Scioto County Record of Plats, said point being also located 28.75 feet east of the east line of Chillicothe Street and the southwest corner of said Lot Number 1 of the Subdivision of Outlot Number 27. Thence, N. 2° 15' 09" E., parallel to the east line of Chillicothe Street and 28.75 feet east therefrom, through the east line of Lot Number 1, crossing Frosdick Alley and continuing through Lot Number 1 of the Subdivision of Outlot Number 27, 231.34 feet to a point, said point being also 34 feet south of the south line of Second Street. Thence, S. 87° 44' 51" E, to the south line of Second Street and 34 feet south therefrom, 288.65 feet to a point in the east line of Foot Alley and the west line of Lot Number 10 of the Subdivision of Outlot Number 27. Thence, S. 2° 15' 09" W., with the east line of Foot Alley and the west line of said Lot Number 10 of the Subdivision of Outlot Number 27, crossing Frosdick Alley and continuing with the east line of Foot Alley and the west line of Lot Number 7 of said Subdivision of Outlot Number 27, 231.32 feet to a point in the north line of Front Street, said point being also the southwest corner of Lot Number 7 of said Subdivision of Outlot Number 27. Thence, N. 87° 45' 03" W., with the north line of Front Street, 288.65 feet to the point of beginning - containing 66, 776.291 Sq. Ft. or 1.5329 acres.

CERTIFIED CORRECT

/s/ Edward V. Leach, Jr.  
City Solicitor

It was then moved by Mr. Baxter, seconded by Mr. Johnson, and unanimously carried that the foregoing proposal to purchase property in the Portsmouth Urban Renewal Project be accepted.

## BANK ACCOUNT WITH THE OHIO NATIONAL BANK FOR DEPOSIT OF FUNDS FOR THE CONSTRUCTION ACCOUNT OF BEASLEY CENTER

RESOLVED that this corporation open and maintain an account with the Ohio National Bank, hereinafter called Bank, and deposit therein, subject to the rules of said bank, funds of the corporation, consisting of moneys, checks, negotiable paper and other instruments for the payment of money, acceptable to said bank; that such funds deposited in said account shall, subject to the rules of said bank, be withdrawn from said account by means of checks, drafts, notes, orders or receipts issued in the name of the corporation, signed by one of the following officers of the corporation, namely: Vernon R. Alden, President, J. F. Milor, Treasurer.

RESOLVED that said Bank is hereby authorized to honor and pay such checks, drafts, notes, orders or receipts and also to receive the same for the credit of or in payment from the payee or any other holder, when so signed, without inquiry as to the circumstances of their issue or the disposition of the proceeds, whether drawn to the individual order of or tendered in payment of individual obligations of said above named officers or other officers of this corporation or otherwise; and

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RESOLVED, that all checks, drafts, notes or orders for the payment of money payable or belonging to this corporation may be endorsed for transfer, payment, collection or deposit on behalf of this corporation by or under the direction of any one of said officers and that a rubber stamp may be used for said purpose; and said bank is authorized to honor and pay or purchase and pay for such instruments and also to receive the same for credit of or in payment from the endorsee or any other holder, when so endorsed, without inquiry as to the circumstances of such endorsement or the disposition of the proceeds, whether endorsed in blank or to the individual order of or tendered in payment of individual obligations of the said above named officers or other officers of this corporation or otherwise; and

RESOLVED, that this corporation hereby guarantees to said bank the payment of all checks, drafts, and notes which may at any time be deposited without the endorsement of the corporation appearing on such items and the certifications of these resolutions by an officer of the corporation shall bind it upon this guaranty; and

RESOLVED FURTHER, that the Secretary furnish to said bank a certified copy of these resolutions and a certificate setting forth the names of the officers of this corporation and specimens of their signatures, and from time to time whenever new officers shall be elected, additional certificates setting forth the names of said officers and specimens of their signatures, and said bank is authorized to rely on these resolutions and each such certificate as being in effect without modification until written notice of any change therein shall be delivered to it and acknowledged by the bank.

I further certify that the following are the duly elected, qualified and acting officers of said corporation, as appears by the corporate records of said corporation, namely:  
Vernon R. Alden, President, J. F. Milar, Treasurer.

IN TESTIMONY, I have hereunto set my hand and the seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

It was then moved by Mr. Johnson, seconded by Mr. Brown, and unanimously carried that the above resolution, relative to opening a bank account with the Ohio National Bank for the deposit of funds for the Construction Account of the Beasley Center and authorizing President Vernon R. Alden or J. F. Milar, Treasurer, to withdraw funds from this account, be adopted.

The following resolution approved by the Executive Committee for authorizing the President and Treasurer to borrow up to \$65,000 for the construction of an airport runway.

#### RESOLUTIONS OF CORPORATE BOARD Authority to Procure Loans

BE IT RESOLVED, that the President and Treasurer of this corporation, or their successors in office, be and they hereby are authorized for, on behalf of, and in the name of this corporation to:

(a) Negotiate and procure loans from

The Athens National Bank, Athens, Ohio or any other bank located in Ohio, up to an amount not exceeding \$65,000.00 in the aggregate at any one time outstanding;

(b) Discount with said bank, commercial or other business paper belonging to this corporation, made or drawn by or upon third parties, without limit as to amount;

(c) Give security for any liabilities of this corporation to said bank, and

(d) Execute in such form as may be required by the bank all notes and other evidences of such loans, and that none of the same shall be valid unless so signed or endorsed, provided, however, that the endorsement of promissory notes discounted may be effected by any one of them.

RESOLVED FURTHER, that said Bank be and it is hereby authorized and directed to pay the proceeds of any such loans or discounts as directed by the persons so authorized to sign, whether so payable to the order of any of said persons in their individual credit of any said persons or not;

RESOLVED FURTHER, that this resolution shall continue in force, and said bank may consider the holders of said offices and their signatures, respectively, to be and continue as set forth in the certificate of the secretary of this corporation accompanying a copy of this resolution when delivered to said bank or in any similar subsequent certificate, until notice to the contrary in writing is duly served on said bank.

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IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary and have caused the corporate seal of said corporation to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Secretary

It was then moved by Mr. Casto, seconded by Mr. Brown and unanimously carried that the foregoing resolution be adopted.

The Executive Committee reported that they had approved upon the recommendation of the Director of Public Works that D. V. Weber Construction Company be given a contract for extending the runway 800 feet and that the engineering firm of Evans, Mechwart, Hambleton and Tilton, Inc. be employed to prepare plans and supervise construction of the airport extension.

It was then moved by Mr. Brown, seconded by Mr. Casto, and unanimously carried that the firm of Evans, Mechwart, Hambleton and Tilton, Inc. be employed to prepare plans and supervise construction of the extension of the runway at a fee of 6.4% of construction cost.

It was then moved by Mr. Brown, seconded by Mr. Casto, and unanimously carried that the Director of Public Works be requested to enter into a contract for the extension of the present runway with D. V. Weber Construction Company of Reedsville, Ohio, for \$58,089.20.

Vice President Smith was then called on for an explanation of the Sabbatical Leave Program. He reported as follows:

A Sabbatical Leave program in a college or university is the practice of providing for the faculty at regular intervals, normally every seventh year of service, an opportunity to request and usually receive a leave of absence for a year with partial salary or part of a year at full salary.

There are two major directions which arguments for such a program take. The first is that a leave program does increase the value of the teacher to his university and to his students. The second is that sabbatical programs are becoming almost mandatory to attract and retain faculty. A third justification given, perhaps a sub-heading under the second, is that such a program is necessary to the prestige of a university.

The first reason is hard to substantiate, because the increased competence of the teachers cannot be measured directly. Yet according to The Outer Fringe (Mark H. Ingraham, University of Wisconsin Press, 1965), the leading study of fringe benefits in higher education, school administrators as well as the faculty feel a leave program to be effective to this end. Of the 745 institutions responding to the survey 57.0% have sabbatical leave programs; of the 84 public universities 64.3% have sabbatical leave programs. An additional 22% of all institutions and 2% of public universities not now having sabbatical programs have plans to initiate them. Dr. Ingraham's survey shows that an "adequate program of leaves is considered among the most important benefits that an institution provides."

The same study indicates that 85% of the schools with sabbatical programs rate them as "substantial" or "moderate" in effect in retaining faculty and 78% in recruiting faculty. The 1962-62 Stickler and Troutwein (Florida State University) survey of 84 major state-supported colleges and universities showed that 74.3% of those schools in the North Central Accrediting Association--those schools with which we could presumably be most directly competing--have sabbatical leave programs.

As an index of faculty feeling about the importance of sabbatical leaves, Ingraham says that "in at least half the cases faculty members taking sabbatical leaves do so at a financial sacrifice,..."

How can this program be financed and how can a considerable number of faculty members be on leave at a period of rising enrollment and teacher shortage? The faculty has agreed that replacement of personnel on leave will not be necessary. The teaching load will be shared by colleagues and/or in cases where there will be no hardship to students certain courses may not be taught for a semester. Of course, in some areas (the University Elementary School, and small departments) replacements will be necessary, but these people will be added to our faculty as part of our normal growth during the next few years. Altogether, with faculty sharing loads, the sabbatical system can be initiated and sustained within the normal personnel budget of our growing university.

September 6, 1966

TO: Academic Vice-President  
FROM: The Faculty Senate  
SUBJECT: A Sabbatical Leave Program

General Principles:

1. At the end of each six year teaching period each tenured member of the Ohio University faculty<sup>1</sup> shall be eligible for a sabbatical leave consisting of either one semester of leave

<sup>1</sup>The Faculty Senate recommends that Ohio University initiate a similar sabbatical leave program for its administrative staff.

at full pay or one year of leave at half pay. All unbroken,<sup>2</sup> full-time service to an academic department at Ohio University will count toward the leave regardless of the rank, campus, or over-seas program at which it was performed.

2. At the inception of the leave program no faculty member, despite the number of years of service, will be considered to have accrued more than one sabbatical leave; e. g., a faculty member with 12 or 18 years of service at present will not be entitled to 2 or 3 leaves. Baker Research Grants<sup>3</sup> and Distinguished Professor leaves given after the inception of the sabbatical leave program are to count as sabbatical leaves; however, this is not to be construed to mean that research leaves may not be given more often than every six years.
3. During this leave period the faculty member shall engage in a program which will be designed to improve his professional competence. A faculty member on sabbatical leave will not hold a full-time position unless that position can be shown to assist him professionally. Honorific positions--e.g., Fulbright or Guggenheim awards--are compatible with sabbatical leaves.
4. A sabbatical leave will be considered a part of university service so that a faculty member may pay into his insurance and pensions plan and thus continue earning toward retirement. Ohio University will continue to pay its portions of pension and life insurance policies.
5. A departmental chairman shall normally be eligible for a sabbatical leave upon the completion of his term<sup>4</sup> as chairman.
6. Faculty members will be expected to teach at Ohio University for at least a year after completion of their sabbatical leaves.
7. Accrued but untaken leave shall have no cash value either to the accruer or his heirs.

<sup>2</sup> "Broken" is defined as leaving the employ of Ohio University.

<sup>3</sup> Only full semester or full year Baker Grants will count as sabbatical leaves.

<sup>4</sup> "Term" is defined as 5 years or more.

It was moved by Mr. Herrold, seconded by Mr. Brown, and unanimously carried that the following resolution relative to Sabbatical Leave be approved.

RESOLVED:

1. That effective with the approval of this resolution, each department chairman will publish within the department a list of all faculty members, in order of years of teaching service at Ohio University, eligible for sabbatical leaves.
2. Members of each department will be encouraged by their chairman to prepare plans of activity for their sabbatical leaves. Ordinarily these plans will be submitted to the chairman at least one semester prior to the beginning of the proposed leave.
3. These plans should be of such scope and detail as to convince the chairman that the faculty member will be materially assisted professionally by them. They might include the following: study, observation of teaching methods, travel, research, etc.
4. Normally each faculty member will receive leave as he becomes eligible; however at the initiation of the program the leave rate would have to exceed the normal accrual rate to reduce the backlog of eligible faculty. A rate of 10% of the total faculty would eliminate the backlog in five years.
5. Each chairman is encouraged by the university to recommend leaves to his dean at the rate of 10% of his total faculty until all eligible persons in his department have been given leave. To expedite this program he should even consider, when necessary, restricting the offerings of his department.
6. A faculty member who does not wish to apply for his sabbatical leave the year he becomes eligible may apply following years. He will not have lost his leave nor his years of service by his desire to postpone his leave from one year to the next. If he is denied leave for the convenience of the department he will begin accruing time toward a second leave while waiting for his first.
7. If a faculty member feels that his leave program has been unjustly appraised or for any other reason that he was denied a sabbatical leave unjustly he will have the right to appeal the decision to his chairman, to his dean, and then to an appeal board which shall consist of the Professional Relations Committee of the Faculty Senate. This committee will normally interview the faculty member, his chairman and his dean, and then make recommendations to the Academic Vice-President for final action.
8. Upon his return from his leave, the faculty member will begin accruing time toward his next leave.

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Mr. Milar then reported the following changes in the group life and major medical insurance carried by Ohio University faculty members have been accomplished without a change in premium.

The formula for computing life insurance coverage for individuals has been increased from roughly one and one-half times actual salary to two times the annualized salary, rounded to the nearest one thousand dollars. For persons on a ten month contract, we will multiply the current contractual amount by six-fifths (6/5's), thereby adjusting it to an annual basis. The maximum amount of this insurance schedule will be \$40,000.

#### Major Medical Insurance Coverage:

1. Dependent coverage under the Major Medical plan of insurance will be extended from age 19 to age 23 if the dependent is enrolled as a student in an accredited college or university.
2. Widows of faculty and administrative staff will be eligible for coverage under the Major Medical plan of insurance at the same rate as if they were employed by the University.
3. The new policy will provide for coordination of benefits after January 1, 1967. This term (coordination of benefits) means that persons with dual hospitalization or medical insurance coverage will not be paid in excess of 100% of a total claim; and if there is more than one insurance company involved in a claim, the companies will share in the payment of the claim. We are allowing a six month grace period to the effective date of this provision so that employees can adjust any additional coverages they have with other companies.

Mr. Milar then reported relative to TIAA-CREF Annuity Retirement System as follows:

Many faculty and staff members and potential faculty and staff members are recruited from universities which utilize TIAA-CREF, a nationally nonprofit retirement program originally funded by the Carnegie Foundation utilized by most private colleges and many public universities, as a retirement plan. Some of these individuals want to continue with this plan utilizing before-tax dollars to make contributions, by adopting a payroll deduction and authorizing a voluntary reduction in salary equal to the amount of their contribution. This additional benefit will assist in recruiting without cost to the University.

After a discussion of this problem, it was then moved by Mr. Casto, seconded by Mr. Herrold and unanimously carried that the following resolution be adopted.

**BE IT RESOLVED** that the administrative officers of the University be empowered to do those things necessary to establish payroll deductions for employees who participate in the TIAA-CREF annuity system so that those employees will get the tax sheltered features available under the law. It is understood that the only employees eligible at this time are those who have transferred from other institutions and are currently participating in TIAA-CREF.

Vice President Smith was then called upon for an explanation of Clippinger Fellows.

Taylor Culbert, Dean of the Graduate College, recommends that starting in September, 1967 and each year thereafter five of the Teaching Fellowships awarded by Ohio University for graduate study in English be designated "Clippinger Fellows" in honor of former Dean Donald Clippinger.

These grants will be made to outstanding graduate students and will be for four years instead of the usual one year grant. This recommendation does not propose an increase in the total number of teaching fellowships granted.

Graduate assistants now teach 12 sections of English (usually freshman English) during a four year period. Clippinger Fellows will teach 10 sections during the same period. They will also be given a \$400.00 research grant each summer following the pattern now used by the NDEA fellows.

After discussion of this proposal it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that effective September 1967 five teaching fellowships awarded by Ohio University for graduate study in English be designated Clippinger Fellows in honor of former Dean Donald Clippinger. These fellowships will be awarded for a four year period and the recipient will be expected to teach 10 sections of English during the four years. They will also be given a \$400 research grant each summer.

Mr. Casto was then called upon for a report of the meeting of the Architectural Committee held on Monday, September 26, 1966. Mr. Casto reported that Mr. William Trautwein and Mr. Milosevich of the firm Milosevich and Trautwein, were invited to meet with the Architectural Committee to present a rendering of the proposed branch building in Lancaster. After Mr. Trautwein's presentation and explanation of the rendering several suggestions were made by members of the Board. After a discussion of this building and the rendering as presented to the full Board, it was moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the Lancaster Branch building as designed and the outward appearance as presented in the rendering be approved.

Mr. Casto then reported that the Architectural Committee had discussed the need for additional dormitory spaces and they were of the opinion that the 870 dormitory spaces approved for construction by 1968 by the Board at their May 28, 1966 meeting was not sufficient to alleviate the shortage of spaces, and since the Treasurer reported that he believed

## MINUTES—OHIO UNIVERSITY, Board of Trustees - September 28, 1966

It would be possible to finance twice as many space with possibly a slight increase in room rents, it was moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the Board of Trustees approve the construction of approximately 1740 housing spaces on the South Green by 1968, rather than the previously approved 870.

Mr. Casto then reported that the Architectural Committee had considered four architectural firms recommended by the Director of Public Works to prepare plans and specifications and supervise construction of the 1740 dormitory spaces projected for the South Green for September of 1968. After considering these architectural firms the Architectural Committee wish to recommend the firm of Wright, Giffellen and Keske of Columbus, Ohio, for this project.

After a further discussion by the Board of Trustees, it was moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the architectural firm of Wright, Giffellen and Keske of Columbus, Ohio, be recommended to the Director of Public Works for employment to design and supervise construction of approximately 1740 dormitory spaces on the South Green.

Mr. Casto then reported that the Architectural Committee discussed the need for married student housing units, with rents cheap enough to be afforded by students. It was determined after studying this problem that it would probably be necessary to subsidize the married student housing units from the rest of the dormitory system.

After a discussion of this problem it was moved by Mr. Casto, seconded by Mr. Herrold, and unanimously carried that the administrative authorities be authorized to proceed with planning and construction of 192 married student housing units that could be rented at a very reasonable rate, and that the Architectural Committee be authorized to employ an architectural firm to design and supervise construction of this project in order to get it under way before the next Board meeting.

President Alden was then called upon for a report on a proposed research project with North American Aviation Company. This will be a joint research project with Ohio University and North American Aviation Company, and will provide research facilities for graduate assistants as well as some faculty members. In order to obtain this contract it will be necessary for Ohio University to construct a tower on property adjoining our present Radar Hill Research Center and also to duplicate the building we have constructed on Radar Hill. The North American Aviation Company will enter into a contract with the University for an annual rental sufficient to reimburse us for our capital expenditures over a four year period. In order to accomplish this it will be necessary to lease a small piece of additional ground from the Athens State Hospital.

After a discussion of this project it was moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the University administrative officials be authorized to enter into a research contract with North American Aviation Company that will provide for this joint research project and will provide for reimbursement of the University for all capital expenditures made on the project over a four year period.

After further discussion, it was then moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the University administrative authorities be authorized to enter into a 10 year lease with the Athens State Hospital for sufficient ground to construct this additional research facility, and to extend the present lease for eight years.

It was then moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the Treasurer and the President of Ohio University be authorized to borrow from any Ohio bank on terms satisfactory to the Treasurer and the President, sufficient funds to construct this facility with the understanding that this note will be paid off out of the income from the Research Contract previously approved with the North American Aviation Company.

Mr. Casto then reported that we have an option on 20 acres of land south of the B. & O. Railroad tracks and south of our present runway. This 20 acres includes a right of way across our present runway. Mr. Casto reported that it was the opinion of the Architectural Committee that this 20 acres and right of way should be purchased by Ohio University as soon as possible.

After a further discussion of this option, it was moved by Mr. Casto, seconded by Mr. Herrold, and unanimously carried that the administrative authorities proceed to purchase 20 acres of land and a right of way from Roy D. Rowland. This land being located directly south of our present runway and the B. & O. Railroad, at the price of \$10,000.

Mr. Casto then reported that the Architectural Committee had considered a request from the State Highway Department for a right of way for the relocation of State Highway 682, which is to be relocated partly over property acquired by Ohio University from the Athens State Hospital. The total acreage in this right of way is approximately nine acres, it consists of a narrow strip along the southwestern edge of property acquired from the Athens State Hospital.

After further discussion of this request, it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that the Board of Trustees of Ohio University in consideration of the benefits derived by Ohio University by the relocating of this highway that the State Highway Department be granted an easement without charge that will permit the relocation of this highway, as proposed by the State Highway Department through farm lots 59, 60, 61, 96, and 97.

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Mr. Milar then explained that a \$3,250,000 interim financing note with the City National Bank and Trust Company of Columbus, Ohio, was due on September 1, 1966, and since the bonds to pay this note off had not yet been delivered that it is necessary to extend this note for 120 days, and the City National Bank and Trust Company have agreed to the extension provided the interest rate is increased from 3.40 to 3.75.

After a discussion of this proposal it was moved by Mr. Johnson, seconded by Mr. Brown, and unanimously carried that the following resolution be adopted:

#### EXTENSION OF INTERIM FINANCING ON CH-OHIO-173-D

WHEREAS, the University has issued a \$3,250,000 interim financing note to the City National Bank and Trust Company of Columbus, which note is payable on or before November 30, 1965; and

WHEREAS, said interim financing note was extended to February 1, 1966 by action of the Board of Trustees at their meeting of November 11, 1965, and further extended to June 1, 1966 by action of the Board of Trustees at their meeting of March 16, 1966, and further extended to September 1, 1966 by action of the Board of Trustees at their meeting of May 25, 1966, and the extensions agreed to by the City National Bank and Trust Company of Columbus, and

WHEREAS, said interim financing note is payable from the proceeds of Housing and Dining Revenue Bonds, Series E and said bonds will be delivered on or about January 2, 1967; and

WHEREAS, this Board desires to extend the payment date of said note to January 2, 1967, and the City National Bank and Trust Company has consented to such extension provided the interest rate is increased from 3.40% to 3.75%;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The President and Trustees of the Ohio University that the City National Bank and Trust Company of Columbus is hereby requested to extend the payment date of the \$3,250,000 interim financing note payable from the proceeds of the Housing and Dining Revenue Bonds, Series E from September 1, 1966 to January 2, 1967, and this Board does hereby approve such extension and an increase in interest rate from 3.40% to 3.75% and authorizes the officers of this Board and the university to execute any instruments and do all other necessary acts to effect such extension.

Mr. Milar then presented a resolution approving and providing for the execution of a loan agreement with the Housing Urban Development Agency that was prepared by our bond counsel for this project.

It was then moved by Mr. Brown, seconded by Mr. Baxter, that the following resolution be approved, and on roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Galbreath, aye; Herrold, aye; Johnson, aye. There were no dissenting votes.

#### RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF A LOAN AGREEMENT, AND NUMBERED CONTRACT NO. H(402)2747, BY AND BETWEEN THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY AND THE UNITED STATES OF AMERICA

BE IT RESOLVED BY the Board of Trustees of the President and Trustees of the Ohio University, as follows:

SECTION 1. The pending Loan Agreement and numbered Contract No. H(402)2747 and relating to the erection on the campus of The President and Trustees of The Ohio University, an educational institution of higher learning located at Athens, Ohio, of five new dormitories and a Food Service - mechanical building to provide housing, dining, and appurtenant facilities for approximately 1,382 men and women students, 6 supervisors, housekeeper, and dietitian (herein called the "Project") by and between said University and the United States of America, is hereby in all respects approved.

SECTION 2. The President is hereby authorized and directed to execute the said Loan Agreement in two counterparts on behalf of the President and Trustees of The Ohio University and the Secretary is hereby authorized and directed to impress and attest the official seal of The President and Trustees of The Ohio University, on each such counterparts to the Department of Housing and Urban Development, together with such other documents relative to the approval and execution of such counterparts and to this Resolution as may be required by the Government.

President Alden then called the Board's attention to two appraisals prepared by Cecil L. Neff, M.A.I. of Columbus, Ohio. One appraisal covering approximately 3.864 acres of land consisting of the Athens High School Athletic Field, located directly back of our Education Building. This land was appraised at \$330,000.

After discussion of the need of acquiring this land it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that the administrative officials be authorized to purchase from the Athens City Board of Education the present Athens High School Athletic Field, containing approximately 3.864 acres of land, at \$330,000 from funds to be appropriated by the next legislature for capital improvements.

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The President also called the Board's attention to the appraisal prepared by Cecil L. Neff of Columbus, Ohio, of the F. J. Beasley building located at 91 West Union Street, which was appraised at \$65,500.

After a discussion of the need for this building it was decided by the Board of Trustees to defer any action on this purchase until a later date.

Mr. Lausche then presented an easement across our airport property to the Columbia Gas Company of Ohio, which had been prepared by the Department of Public Works and signed by the Governor. This easement consisted of a 20 ft. easement for a gas line running along side of U. S. 50, the length of our airport property.

After a discussion of this easement, it was moved by Mr. Herrold, seconded by Mr. Casto, and unanimously approved that the easement granted the Columbia Gas Company, signed by the Governor and Director of Public Works, be approved by the Board of Trustees.

Mr. Lausche then reported that the City of Athens was requesting a similar easement along U. S. Route 50 crossing our airport property, for laying a water line to the new McBee plant. The legal description of this easement has not at this date been determined; however, it was moved by Mr. Johnson, seconded by Mr. Brown, and unanimously carried that an easement be granted to the City of Athens for the construction of a water line along U. S. Route 50, the length of our airport, and that because of the benefits accruing to Ohio University that no charge be made to the City of Athens.

Mr. Milar was then called upon for a report on the Urban Renewal Project. It was reported that the South Green Urban Renewal Project was moving along and that the City was today starting to acquire properties. They have 27 properties under contract to be acquired and they do not anticipate any unusual problems in the acquisition of the various properties in this project.

Mr. Lausche then presented a letter from the Director of Public Works recommending the awarding of bids for fixed equipment at the Belmont County Branch to the contractors indicated in the amounts indicated:

The Miller Company 133 East Main Street, Piqua, Ohio Laboratory Equipment	\$48,235.00
Smith and Schaefer, Inc. 2938 Vernon Place Cincinnati, Ohio Library Shelving Contract	11,450.00
Commercial Contract Sales Division of Scioto Kitchen Sales, Inc. 69 East Naghten St., Columbus, Ohio Coat Racks Contract	3,797.00
Architect's fee and State Architects administrative expense plus miscellaneous expenditures including advertising	<u>5,518.00</u>
Total	\$69,000.00

After a discussion of this proposal, it was moved by Mr. Casto, seconded by Mr. Baxter and unanimously carried that contracts in the amounts indicated above be awarded to the contractors indicated above.

Mr. Lausche then presented a letter from the Department of Public Works recommending the awarding of contracts for Phase IV of Steam Tunnels on the West Green Dormitory Project.

After a discussion of this letter, it was moved by Mr. Johnson, seconded by Mr. Herrold, and unanimously carried that the following contracts for the Phase IV of the Steam Tunnels be approved.

Karr Construction Company Chester, Ohio General Contract	\$ 47,700.00
Sauer, Inc. Pittsburgh, Pennsylvania Mechanical Contract	82,500.00
Alternate M-3 (which includes all piping work from the Power Plant to and including making connections to existing piping in dormitory)	95,500.00
Architectural fees, contingencies and advertising totaling	<u>24,300.00</u>
Total	\$250,000.00

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Mr. Milar was then called upon for a report on the Rauch property appropriation. He reported that the attorneys for Rauchs have been fighting this appropriation proceedings, and we are now in the Court of Appeals of the State of Ohio on this case.

The Secretary reported that he had been discussing with the County Commissioners the possibility of eliminating the flying hazard on the west end of our airport by eliminating the material and fence on the County Engineering depot, which is located directly west of our runway. Several possibilities were discussed. However, one recommended was for the University to trade land directly west of the Engineering depot for part of the south end of the present Engineering depot.

After considering this possibility it was moved by Mr. Baxter, seconded by Mr. Herrold, and unanimously carried that the administrative authorities be instructed to do all things necessary to arrange a trade with the Athens County Commissioners for 60 to 75 feet off of the south end of their present Engineering depot on East State Street for the equivalent square footage of land directly west of their property now owned by the University, and that the University pay the cost of moving the fence and resetting it and any other incidental expenses to this move.

Mr. Johnson was then called upon for a report of the committee to name University buildings. He recommended that the building located on University Terrace known as the Agriculture Building be named for Benjamin Tupper, since the original building named in honor of Tupper has now been razed.

After a discussion of this it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that the brick building located on University Terrace now known as the Agriculture building be named Benjamin Tupper Hall.

Mr. Johnson reported that he has no more recommendations to make on naming buildings at this time. However, inasmuch as we are going to have several branch buildings to be named in the near future he recommends that the first building at each branch be named in honor of a person important in the history of the branch localities rather than for a contemporary person. After a discussion of this proposal, it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that in all of the branch cities the first building constructed shall be named in honor of a historical character from the community, and that a local branch committee be consulted in determining the names to be recommended to the Board.

*Naming  
of Buildings*

The Secretary reported that the Department of Defense of the United States requires that the Board of Trustees establishes a managerial group of administrators of the University who have authority for the negotiation, execution and administration of the Department of Defense contracts.

The Board of Trustees established such a group on June 7, 1957, but there have been quite a few changes in personnel since that time and since this is necessary in order to obtain Department of Defense Contracts, it is recommended that a new security resolution for Ohio University be established.

After a discussion of this it was moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the following resolution be approved:

#### STANDARD SECURITY RESOLUTION FOR OHIO UNIVERSITY, ATHENS, OHIO

RESOLVED that in order to comply with the requirements of the Industrial Security Manual for Safeguarding Classified Information (attachment to DD form 441), Department of Defense, the United States, the following Officers of Ohio University shall have sole responsibility and authority for the negotiation, execution and administration of Government Contracts:

<u>Name</u>	<u>Position</u>
Vernon R. Alden	President, Ohio University
Thomas S. Smith	Vice President for Academic Affairs
Martin L. Hecht	Vice President for Development
Paul R. O'Brien	Secretary, Board of Trustees
John F. Milar	Treasurer
Luverne F. Lausche	Business Manager
Robert L. Savage	Dean, College of Engineering and Technology
Joseph Bates	Controller
Thomas Antorietto	Accountant

FURTHER RESOLVED, that all other Officers, Directors, Trustees, and Regents of Ohio University will not require, nor have, and can be effectively denied, access to classified information in possession of the Ohio University and do not occupy positions that would enable them to affect adversely the Policies or Practice of the Ohio University in the performance of contracts for the Government.

The Secretary then called the Board's attention to action taken by the Board of Trustees at the March 16, 1966 meeting relative to the purchase of certain items without competitive bids.

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The University Purchasing Agent be instructed to seek competitive bids on all purchases where the best interest of the University will be served by such competition. However, in cases of purchase made from University funds and an emergency exists or when comparable bids cannot be obtained, the President may authorize an administrative official other than the Purchasing Agent to approve specific purchases without competitive bidding.

He then explained the President of the Ohio University Press has requested an amendment to this action for certain Ohio University Press contracts. This amendment is necessary in order to meet certain publishing deadlines and also to meet certain art designs that editors of the Press wish to use.

After a discussion of this request, it was moved by Mr. Herrold, seconded by Mr. Casto, and unanimously carried that the following amendment be made to the University Purchasing Policy.

The University Purchasing Agent be instructed to seek competitive bids on all purchases where the best interest of the University will be served by such competition. However, in cases of purchase made from University funds and an emergency exists or when comparable bids cannot be obtained, the President may authorize an administrative official other than the Purchasing Agent to approve specific purchases without competitive bidding.

In the case of the Ohio University Press, competitive bids, as above, will normally be sought. When design or delivery date or other exigencies of book production, however, are of overriding importance, and the best interests of the Press so dictate, specific purchases may be made without competitive bidding, subject to approval of the administrative official designated by the President to review such matters.

Mr. Lausche then called the Board's attention to a letter he had received from WBNS-TV in Columbus, requesting the use of our television transmission tower for certain equipment that will increase the signal of WBNS-TV in the Athens territory.

After a discussion of this request, it was moved by Mr. Casto, seconded by Mr. Brown, and unanimously carried that the President and Business Manager of Ohio University be authorized to negotiate with WBNS-TV and if they determine this request should be granted to approve the request.

The Secretary was then called upon for a report. He reported his office performed the usual secretarial duties, and in addition he was copying the early minutes of the Trustees to get them in readable form. He reported several problems faced by the early Trustees that are similar to those of the current Trustees.

Mr. Johnson was then called upon for a report on Dysart Woods project. He reported that there is located 50 acres of virgin forest in Belmont County that has been acquired by a non-profit organization known as Nature Conservancy. This virgin timber is surrounded by 425 acres of additional land that serves as a buffer to protect these 50 acres from careless trespassers. He reported that the virgin timber has been appraised at \$100,000 and the organization has purchased it in order to preserve it for posterity at a price of \$50,000. They are offering it to Ohio University at a price of \$35,000.

Mr. Johnson pointed out that members of our Botany and Biology Department have visited this area and they report they can make a very fine use of it in their research and teaching.

After a discussion it was moved by Mr. Johnson, seconded by Mr. Herrold, and unanimously carried that Nature Conservancy be notified that Ohio University officials favor the purchase of this property at \$35,000 and will purchase it from Nature Conservancy when funds are available.

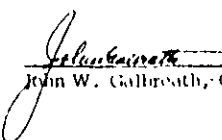
President Alden then presented a lease from Rumac, Inc., covering the mutual use by Ohio University and Rumac, Inc. of a roadway. The original lease had been approved by the Board of Trustees at the November 17, 1964 meeting, and it was for a period of 15 years. This new proposed lease is the same as the original with the exception of the time the lease is to run which has been extended from 15 to 25 years, in order to permit Rumac, Inc. to properly finance their project.


After a discussion of this request, it was moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the President and Secretary be authorized to sign a joint-driveway and parking lot agreement and easement with Rumac, Inc. which was the same as approved by the Trustees on November 17, 1964, with the exception of the time which has been extended from 15 years to 25 years.

The Chairman then called the roll of members for comment. There were no comments.

After a discussion it was determined to have the next meeting of the Board of Trustees in Chillicothe, Ohio, on December 7, 1966, at 11:00 a.m.

There being no further business the meeting was adjourned.

  
John W. Galbreath, Chairman

  
Paul R. O'Brien, Secretary

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THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES  
Housing and Dining Revenue Bond Fund Accounts

Accountants' Report

Financial Statements - June 30, 1966

PEAT, MARWICK, MITCHELL & CO.

CERTIFIED PUBLIC ACCOUNTANTS

PEAT, MARWICK, MITCHELL & CO.

CERTIFIED PUBLIC ACCOUNTANTS

100 EAST BROAD STREET

COLUMBUS, OHIO 43215

The Board of Trustees  
The Ohio University:

We have examined the statement of financial condition of The Ohio University and Its Board of Trustees Housing and Dining Revenue Bond Fund Accounts as of June 30, 1966 and the related statements of income and expense of dormitory facilities and of fund account balance transactions for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. We secured direct confirmation from the Trustee as to cash and securities it held at June 30, 1966.

In our opinion, the accompanying financial statements present fairly the financial condition of such Fund Accounts as of June 30, 1966 and the results of operations and of fund account balance transactions for the year then ended, in conformity with accounting principles set forth in note 1 to financial statements, applied on a basis consistent with that of the preceding year. The current year's supplementary data included in schedules 1 and 2 have been subjected to the same auditing procedures and, in our opinion, are stated fairly in all material respects when considered in conjunction with the basic financial statements taken as a whole.

*Peat, Marwick, Mitchell & Co.*

August 25, 1966

1. The first part of the document  
describes the general situation  
of the country and the  
state of the economy.

2. The second part of the document  
describes the situation in the  
different regions of the country.  
The first region is the most  
developed and has the highest  
level of economic activity.  
The second region is less  
developed and has a lower  
level of economic activity.  
The third region is the least  
developed and has the lowest  
level of economic activity.

THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES  
Housing and Dining Revenue Bond Fund Accounts

Notes to Financial Statements

June 30, 1966

- (1) The accompanying financial statements have been prepared on the accrual basis and in accordance with generally accepted accounting principles, except in those instances, set forth below, where such principles differ with the provisions of the Trust Agreements and the University's and its bond counsels' interpretation thereof.

The Housing and Dining Revenue Bond Fund Accounts have no stockholders nor equity holders and, from and after the issuance of the bonds, all income and revenue of the dormitory facilities, as defined, are required to be deposited and applied in accordance with the provisions of the Agreements. The Agreements provide for a Construction Account and three special funds designated System Revenue Fund Account, Bond and Interest Sinking Fund Account, and Repair and Replacement Reserve Account. All receipts from dormitory facilities are to be deposited in the System Revenue Fund Account and applied in accordance with the provisions of the Agreements. On or before specified dates each year, the University is required to transfer funds in the order indicated from the System Revenue Fund Account to the Bond and Interest Sinking Fund Account and to the Repair and Replacement Reserve Account as set forth in the Agreement. The Bond and Interest Sinking Fund Account is to be held by the Trustee and applied to payments of principal and interest on outstanding bonds. The Repair and Replacement Reserve Account is to be held by the Trustee and used for extraordinary repairs or maintenance to the dormitory facilities, renewals and replacements, and the renovating or replacement of movable equipment and furniture of the dormitory facilities or for payment of principal and interest on outstanding bonds by transfer to the Bond and Interest Sinking Fund Account. The Repair and Replacement Reserve Account shall not be used for repairs or replacements if there is any deficiency in any of the deposits required to be made to the Bond and Interest Sinking Fund Account. The University may use the balance of funds in excess of required transfers in the System Revenue Fund Account at the close of each fiscal year (1) to redeem outstanding bonds, or (2) for any expenditures, including debt service, in improving or restoring any existing housing and dining facilities or providing any additional facilities, or (3) for any other lawful purpose.

Under the terms of the Agreements, current expenses of operation and maintenance of the dormitory facilities are to be paid from the System Revenue Fund Account as they become due and payable. Current expenses include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation of the facilities, but exclude provision or expenditure for depreciation or capital replacement. Accordingly, no provision for depreciation has been included in the accompanying financial statements. The University consistently has followed the practice of including in current expenses the cost of normal, recurring replacement of equipment. New or extraordinary purchases of equipment are charged to the Repair and Replacement Reserve Account or are reflected as excess funds transferred to the University.



## THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES

Notes to Financial Statements, Continued

Expenditures for administration or regulation of the occupants of the dormitory facilities, which previously were not considered a cost of operation under the existing accounting practice of the University, also are excluded. Therefore, the costs of operation of dormitory facilities do not include necessarily the proportionate share of expenses which would be attributable to the facilities if they had been operated as a completely independent activity.

- (2) The bonds were issued to refund the then outstanding Dormitory Revenue Bonds and to construct additional dormitories and appurtenant facilities by The Ohio University which, through the Board of Trustees acting under statutory authority, adopted resolutions providing for the issuance of each respective series.

The indebtedness created through the issuance of the bonds is secured by a pledge of the receipts from the operation of all dormitory facilities now or hereafter under the control of the Board of Trustees. Such indebtedness shall not be a claim against or a lien upon any property of the State of Ohio or any property of or under the control of the Board of Trustees. However, the University may, of its own volition, use, to the extent it is lawfully authorized to do so, any of its other funds for the fulfillment of any of its obligations under the Agreements.

The various series of bonds are subject to optional redemption privileges, in inverse order of maturity, on specified dates beginning in 1970 at par and accrued interest plus a premium of 3% which, except for Series C bonds, diminishes on later redemptions.

- (3) Certain dormitory facilities were in operation as of June 1, 1965 when their receipts were pledged to secure the bonded indebtedness. However, the results of operations of such facilities have been included in the accompanying financial statements only from July 1, 1965, as it was considered impractical to establish immediately an accounting for such receipts. University officials do not consider such action to have had a material effect on the results of operations for the year ended June 30, 1965. Although not required by the Agreements, the University transferred the net assets amounting to \$794,379 derived from the operation of the previously excluded facilities to the System Revenue Fund Account as of July 1, 1965.

Prior to July 1, 1965, the accounts of the Housing and Dining Revenue Bond Fund Accounts were included with those of the previously excluded facilities. Accordingly, the June 30, 1965 comparative figures in the accompanying statement of financial condition exclude certain offsetting assets and liabilities which otherwise would have been included if the accounts of the System Revenue Fund Account had been maintained independently.



## THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES

## Notes to Financial Statements, Continued

- (4) The interfund indebtedness represents an amount due to the Construction Account from the System Revenue Fund Account generally for interest expense incurred on interim financing of occupied facilities, net of interest earned on Construction Account investments, and for expenditures subsequently deemed not to be project costs which have been charged to the University through the System Revenue Fund Account.

The Agreements provide that the earnings on investments of the Construction Account shall constitute part of the Construction Account; however, the University consistently has followed the practice of crediting interest earned on Construction Account investments subsequent to the date of occupancy to the System Revenue Fund Account on instructions from the Housing and Home Finance Agency, which holds certain bonds.

- (5) The Board of Trustees has adopted resolutions and supplemental trust agreements providing for the issuance of \$3,250,000 Series E, \$4,000,000 Series G, and \$4,700,000 Series H bonds for the purpose of constructing West Green Dormitory Unit Nos. 7 through 10 and East Green Dormitory Unit Nos. 11 through 15. Until such time as the bonds are issued, construction costs will be paid in part from a \$3,250,000 promissory note payable to bank and \$4,500,000 Housing and Dining Revenue Notes of 1966, both issued under interim financing agreements. The note payable to bank is due September 1, 1966, bears interest at the rate of 3.4%, and is secured by a pledge of investments having a carrying value of \$23,872 at June 30, 1966. The Revenue Notes are due September 29, 1967 and bear interest at the rate of 3.90%. All such notes are payable solely from the available receipts from the dormitory facilities, from the proceeds of the bonds to be issued by the University, and from the pledged obligations.

Interest on interim financing is charged to project costs during construction period and to operations subsequent to the date of occupancy of the applicable facilities.

- (6) During the year ended June 30, 1966, the University changed its method of accounting for meals served certain employees to include the amount charged the employees in dining hall income. Previously such amount had been deducted from salaries and wages. Net income is not affected as a result of this change; however, dining hall income and salaries and wages each are increased approximately \$450,000 for the year ended June 30, 1966.
- (7) The Board of Trustees has adopted a resolution committing \$1,000,000 excess System Revenue Fund Account funds for the construction of dormitory facilities to be included in a convocation center.



## THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES

Notes to Financial Statements, Continued

- (8) As provided in the Trust Agreements, the Board of Trustees authorized the abandonment of Boyd Hall and dormitory operations in John Calhoun Baker Center as revenue producing facilities.
- (9) The costs of the land, buildings and equipment of all dormitory facilities as carried on the records of the University as of June 30, 1966 are \$895,009, \$23,008,619 and \$2,156,038, respectively.