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These are the minutes of the meeting of the Board of Trustees held in the Ohio University Inn at Athens, Ohio, on Tuesday, February 28, 1967.

Chairman Galbreath called the meeting to order at 9:30 a.m. with the following members present: Duncan M. Baxter, Wayne E. Brown, Don M. Casto, Russell P. Herrold, Fred H. Johnson, Edwin L. Kennedy, and C. Paul Stocker. In addition to the members of the Board of Trustees, also present were President Vernon R. Alden; Vice-President Martin L. Hecht; Vice-President James Whalen; University planner and architect, L. F. Lausche; Treasurer, John F. Milar; and Business Manager, Robert Barnett; and Paul R. O'Brien, Secretary of the Board.

It was moved by Mr. Kennedy, seconded by Mr. Casto, and unanimously carried that the minutes of the Board of Trustees meeting of December 7, 1966, be approved as distributed by the Secretary .

There were no communications, petitions, or memorials.

Mr. Milar then called the Board's attention to a schedule showing the cost of the various dormitories which showed that the construction costs of the dormitories on the College Green, including dining facilities, averaged $2,452 per student. The cost of those dormitories constructed on the East Green, including dining facilities, per student averaged $3,784. The cost of the West Green dormitories, including dining facilities, was $5,110 per student and the per student cost, including dining facilities, of the extension of the East Green now under construction will be $6,837 per student, making an average per student cost of all of the 31 dormitories of $4,474. This gives some indication of the rising construction costs as the newer dormitories cost more than twice as much per student as the oldest ones.

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Mr. Johnson was then called upon for a report of the Executive Committee. He presented the following report and it was moved by Mr. Johnson, seconded by Mr. Kennedy, and unanimously carried that the action taken by the Executive Committee, listed below, be approved by the Board of Trustees:

These are the minutes of the meeting of the Executive Committee of the Board of Trustees of Ohio University held in John W. Galbreath's office on Wednesday, January 4, 1967. Mr. Fred Johnson, Chairman of the Executive Committee, called the meeting to order at 10:05 a.m. with Mr. Duncan Baxter, Mr. Russell Herrold, and John W. Galbreath present. In addition to members of the Executive Committee, President Vernon R. Alden, Vice-President Thomas S. Smith, Vice-President Martin L. Hecht, Mr. L. F. Lausche, Mr. John Milar, and Paul R. O'Brien, Secretary, were present.

Mr. O'Brien reported that the Attorney General has requested that there be an exchange of letters between the Department of Mental Hygiene and Correction and the President and Trustees of Ohio University indicating that Senate Bill 363 has been implemented. Senate Bill 363 is the legislation authorizing the transfer of the use of certain lands between the Athens State Hospital and Ohio University. Mr. O'Brien presented the following letter received from the Department of Mental Hygiene and Correction:

January 10, 1967

The Board of Trustees of the Ohio University
Athens
Ohio

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Gentlemen:

In accordance with the provisions of Section 1, Senate Bill No. 363, enacted by the One Hundred Fifth General Assembly on June 26, 1963 and effective on September 30, 1963, which act is on file in the office of the Secretary of State at Columbus, Ohio, the use of the real estate described in Section 1 has been transferred to the Ohio University as of the effective date of the act.

Very truly yours,

/s/ Martin Janis
MARTIN A. JANIS
Director

cc: Paul R. O'Brien
(Ohio University)
Secretary of State
S. K. Armstrong

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After a discussion of this request, it was moved by Mr. Galbreath, seconded by Mr. Herrold, and unanimously passed that the following letter be sent to the Department of Mental Hygiene and Correction:

January 12, 1967

Mr. Martin A. Janis, Director
Department of Mental Hygiene and Correction
State Office Building
Columbus, Ohio

Dear Mr. Janis:

I have been instructed by the Executive Committee of the President and Trustees of Ohio University to inform you that, in accordance with provisions of Section 2, Senate Bill No. 363, enacted by the One Hundred Fifth General Assembly on June 26, 1963, and effective on September 30, 1963, which act is on file in the office of the Secretary of State at Columbus, Ohio, the use of the real estate described in Section 2 has been transferred to the Department of Mental Hygiene and Correction as of the effective date of the act.

Very truly yours,

/s/ Paul R. O'Brien
Paul R. O'Brien, Secretary
Board of Trustees

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Mr. Hecht was called upon to explain a proposed lease with the Sheltering Arms Hospital Foundation. Mr. Hecht called the Executive Committee members' attention to action of the Trustees taken on January 5, 1966, whereby tracts 2 and 3 of property transferred the the Athens State Hospital were to be reserved for possible future use of the Sheltering Arms Hospital Foundation. Mr. Hecht then pointed out the action taken on December 7, 1966, in which the Board of Trustees authorized the Executive Committee of the Board of Trustees to approve a lease and perform any other acts necessary to transfer to the Sheltering Arms Hospital Foundation land previously set aside by the Trustees for this purpose. Mr. Hecht then presented a legal description describing approximately 21.898 acres of tract 2 which was requested by the Sheltering Arms Hospital Foundation. After a discussion of this request, it was moved by Mr. Galbreath, seconded by Mr. Baxter, and unanimously carried that the necessary land be sold to the Sheltering Arms Hospital Foundation at a price to be determined by two qualified appraisers or a lease for a period of 50 years be entered into between Ohio University and the Sheltering Arms Hospital Foundation for the following described land with the understanding that the sale or the lease and the consideration shall be approved by the Ohio State Attorney General:

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Situation in Section 16, Town 9 N, Range 14 W, Athens Township, Athens County, City of Athens, Ohio, and being all of Outlot No. 97 and part of Outlots Numbered 89, 90, 96, 98, and 99, and 91 and being more particular described as follows:

Commencing at an iron pin in the northeast corner of Outlot Number 91 and in the existing southerly right of way line of West Union Street; thence N 84° 44' W along the north line of Outlot Number 91 and the southerly existing right of way line of West Union Street, 90.00 feet to a point in the proposed westerly right of way line of a proposed new street; thence S 5° 03' W along the proposed westerly right of way line of said proposed new street, 317.87 feet to a point in the northwest property corner of Sheltering Arms Hospital and the real point of beginning for the land herein described; thence S 52° 23' E along the northerly property line of said hospital and the proposed southerly right of way line of said proposed new street, 815.28 feet; thence S 83° 41' E continuing along said line, 393.87 feet to a point in the northeast property corner of said hospital and in the east line of Outlot Number 99; thence S 5° 02' W along the easterly property line of said hospital and the east line of Outlot Number 99, 748.80 feet to a point in the southeast property corner of said hospital and the southeast corner of Outlot Number 99; thence N 87° 40' W along the southerly property line of said hospital and the southerly line of Outlots Numbered 99 and 98, 594.65 feet to a point in the southeast corner of Outlot Number 97; thence N 78° 30' W continuing along said southerly property line and the southerly line

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of Outlot Number 97, 298.90 feet to a point in the southeast corner of Outlot Number 96; thence N 55° 23' W continuing along said southerly property line and the southerly line of Outlot Number 96, 218.79 feet to a point in the southwest property corner of said hospital; thence N 5° 03' E along the westerly property line of said hospital, 1060.84 feet to the point of beginning and containing 21.898 acres.

Mr. Hecht then called the Board's attention to Revised Code Section 3345.18 which authorizes the Board of Trustees of Ohio University to grant to any municipal corporation, upon consideration approved by the Board of Trustees, the right to use in perpetuity or for such period of time as such Board shall specify any lands owned by the University for the purpose of street, road or highway construction. 239

Mr. Hecht pointed out that in order to have proper entrance to the site of the Sheltering Arms Hospital, the city has agreed to construct and maintain a street leading to the hospital. This would be over lands now owned by the State of Ohio for the use of Ohio University and would consist of approximately three acres. There was a discussion of the necessity of the construction of the street and it was then moved by Mr. Galbreath, seconded by Mr. Herrold, that a lease be granted to the City of Athens for the construction of a street leading from West Union Street to the site of the Sheltering Arms Hospital, consideration and length of time of this lease to be determined by the administrative authorities of the university, and the area to consist of three acres, more or less. After a discussion of this motion, it was carried unanimously.

Mr. Milar and Mr. Lausche then discussed the progress of the Athens City Urban Renewal Project. Mr. Milar pointed out that the City has acquired 29 of the 92 properties and that the City Urban Renewal director was attempting to acquire the properties in the areas in which we are planning to construct educational buildings before the rest of the properties. Mr. Lausche pointed out on a map he had prepared, the various properties yet to be acquired by the Urban Renewal Department.

Mr. Lausche was then called upon for a report of a committee appointed to recommend a location for the married student housing project. He reported the committee had seriously considered four possible sites.

He then pointed out site number one, the Concord Place site, which consists of a total of 35 acres which has been appraised at $135,000 and the asking price of the owners is $162,000. 238

He then pointed out site number two, a site north of East Mill Street which consists of about twenty-eight acres. We have an option on seven acres of this property at $40,000 and the other twenty-one acres are estimated to be available at a cost of $110,000. It is anticipated that two of the owners of these properties will make contributions to the Ohio University Fund, one of $8,000 and the other of $10,000, which would make a net cost to the university of these properties of approximately $132,000.

Site number three pointed out by Mr. Lausche was our present married student housing site adjoining the airport and consisting of approximately twenty-three acres of usable land which the university now owns. One of the drawbacks of this site is the fact that the Athens by-pass will be coming through it and it is very close to the airport.

Site number four was acknowledged to be the best site. It is the site south of our present stadium and consists of about twelve or thirteen acres, now owned by the Ohio University Fund, and is the best site; however, it was felt this site could be better utilized for other university purposes than married student housing.

President Alden then called the Board's attention to the fact that by 1972 we will need approximately 2700 married student apartments and there are 700 presently planned or available with a definite need for an additional two thousand by 1972. Mr. Galbreath stated he agreed that the site south of the stadium was too good to be used for married student apartments. He suggested we look at our present golf course and get another area for the golf course. It was pointed out that the present golf course is reserved for single student housing and with the development of the South Green, it will be filled with single student dormitories. 237

After further discussion of the sites available, it was moved by Mr. Baxter, seconded by Mr. Herrold, and unanimously carried that the second site pointed out by Mr. Lausche, located north of East Mill Street, between the railroad and the river, consisting of three parcels, totaling approximately twenty-eight acres, be acquired by the university administration for the construction of 192 married student housing units.

Mr. Hecht then reported that the site owned by the Ohio University Fund directly south of the stadium that had been considered for the married student housing, would be available for the construction of an office building that could be used by many departments of the university. Mr. Hecht reported that it may be possible for the Ohio University Fund to construct an office building on this site and lease office space to the university. There then followed a discussion of this possibility and it was suggested by Mr. Galbreath that an attempt be made to find some organization that would be interested in purchasing the land from the Ohio University Fund, building an office building, and leasing the building to the university. He was of the opinion that this might be a better way to proceed than to have the Ohio University Fund construct the building.

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There was then a discussion of these two possibilities and it was then agreed without formal action that the Ohio University Fund obtain an appraisal of this land and that the administrative officials proceed to locate some party who would purchase the land and construct an office building to lease to the university.

Mr. Lausche then presented a proposal to purchase the Beasley Warehouse building located on West Union Street. He pointed out the location of this building and noted it was contiguous to property already owned by the university and that there was a definite need for a warehouse and additional office space now. He reported that we have obtained two appraisals of this building, as well as a lot 50' x 150', located on Factory Street, one of $108,830, and the other appraised the building alone at $65,500. He reported that we have an option on the properties for $100,000. Mr. Milar then reported that he had made arrangements for the Ohio University Fund to borrow sufficient funds to purchase this building and then lease it to the university at an annual rental that would pay off the loan in ten years. There then followed a discussion of the need for this additional office and warehouse space and it was determined that we have sufficient surplus funds in our dormitory account to purchase this building and the use of dormitory funds could be justified as most of the storage area now used is used to store dormitory supplies and equipment.

After a thorough discussion, it was moved by Mr. Herrold, seconded by Mr. Galbreath, and unanimously carried that the administrative officials be authorized to exercise the option to purchase from dormitory funds the Beasley Warehouse as well as the lot located on Factory Street for $100,000 from the F. J. Beasley Corporation, also that an attempt to purchase the land owned by the B & O Railroad on which one of the small warehouse buildings is located be made.

Mr. Lausche then reported that the state architect had recommended the employment of Kral, Zepf, Freitag, and Associates, as architects and engineers for the extension of the heating line to the West Green. It was then moved by Mr. Baxter, seconded by Mr. Galbreath, and unanimously carried that the architectural firm of Kral, Zepf, Freitag, and Associates, be employed to prepare the plans, specifications, and engineering for the extension of the heating line to the West Green area.

Mr. Hecht then reported on the railroad relocation study that had been authorized by the Board of Trustees. He pointed out that relocating the railroad would cost between one and one-half to two million dollars and all of the funds would have to be furnished by the state or federal government as the railroad would not participate in the cost. Mr. Hecht reported that since we are making substantial progress in obtaining funds, and the engineering for moving the river channel is progressing, the moving of the railroad could possibly delay the plans on the river channel. It was his opinion that we should defer any action at this time on relocating the railroad. After a discussion of this report, it was the opinion of the members of the Executive Committee that action on the relocating of the railroad should be deferred at this time.

Mr. Hecht then reported on the airport study prepared by Barrett, Cargo, Withers, and Associates, and financed by Ohio University and the Federal Aviation Authority. He reported that the present airport site would not be approved by the Federal Aviation Authority for a local or trunk airport and, consequently, would not be eligible for any FAA construction funds. The consultants then made a study of a suitable location for a local or trunk category airport and are recommending a site just west of Albany, Ohio. This site can be approved by the FAA for assistance in constructing an airport. It is approximately thirteen miles from Athens and fifteen to eighteen minutes driving time from the campus. Construction of this airport would cost approximately one and one-half million dollars, excluding buildings, and would require approximately 266 acres. Mr. Hecht reported that we are now obtaining options on this site and presently have options on approximately 700 acres of land with the average cost of $300 per acre. There was a complete discussion of this proposal including the possibility of establishing a university golf course in this area and the importance of gaining the support of Governor Rhodes for the construction of this facility. It was the consensus of the Board that the administrative authorities of the university should move forward with the plans for this airport and that the Governor should be contacted to obtain his support for the project.

Mr. Lausche then presented the rendering of the proposed mathematics and science buildings prepared by Tully and Hobbs. After a discussion of this rendering, it was moved by Mr. Baxter, seconded by Mr. Herrold, and unanimously carried that this building, as represented in the rendering, be approved, subject to the approval of the architectural committee and with the understanding that the mathematics and science departments will approve the interior layout of the building.

Mr. Lausche then presented a new rendering of the music building. The first rendering had been approved at the December 7 Board meeting, but the state architect has raised a question about the architectural treatment of supporting beams. This new rendering was discussed, but no action taken. The President was directed to discuss the plans for the music building with Dean Morrison, Mr. Lausche and the state architect.

Mr. Milar then presented the following banks in the branch cities that had been recommended as depositories for our branch funds by the local branch advisory committees:

Chillicothe - The First National Bank of Chillicothe
Belmont County - The Belmont County National Bank, St. Clairsville
Portsmouth - The Security Central National Bank of Portsmouth
Zanesville - The First Trust and Savings Bank

It was moved by Mr. Baxter, seconded by Mr. Galbreath, and unanimously carried that the following resolution, relative to opening bank accounts with the First National Bank of Chillicothe for the deposit of funds of the Ohio University Chillicothe Branch and authorizing President Vernon R. Alden or J. F. Milar, Treasurer, or an employee designated by either to withdraw from this account:

RESOLUTION OF THE BOARD OF TRUSTEES OF OHIO UNIVERSITY AUTHORIZING THE ESTABLISHMENT OF BANK ACCOUNTS IN THE CITY OF CHILLICOTHE, OHIO.

RESOLVED, that Ohio University open and maintain accounts with the First National Bank of Chillicothe, hereinafter called the bank, and deposit therein subject to the rules of said bank, funds of Ohio University consisting of monies, 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 Ohio University, signed by one of the following officers of the corporation: namely, Vernon R. Alden, President, or J. F. Milar, Treasurer, or an employee designated by either of the above officers.

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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

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 Ohio University by or under the direction 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 otherwise; and

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

It was moved by Mr. Baxter, seconded by Mr. Galbreath, and unanimously carried that the following resolution, relative to opening bank accounts with the First Trust and Savings Bank of Zanesville for the deposit of funds of the Ohio University Zanesville Branch and authorizing President Vernon R. Alden or J. F. Milar, Treasurer, or an employee designated by either to withdraw from this account:

RESOLUTION OF THE BOARD OF TRUSTEES OF OHIO UNIVERSITY AUTHORIZING THE ESTABLISHMENT OF BANK ACCOUNTS IN THE CITY OF ZANESVILLE, OHIO.

RESOLVED, that Ohio University open and maintain accounts with the First Trust and Savings Bank of Zanesville, hereinafter called the bank, and deposit therein subject to the rules of said bank, funds of Ohio University consisting of monies, 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 Ohio University, signed by one of the following officers of the corporation: namely, Vernon R. Alden, President, or J. F. Milar, Treasurer, or an employee designated by either of the above officers.

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RESOLVED, that said bank is hereby authorized to honor and pay such checks, drafts, notes, or 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 to 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

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 Ohio University by or under the direction 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

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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 otherwise; and

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 Ohio University by or under the direction 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 otherwise; and

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

It was moved by Mr. Baxter, seconded by Mr. Galbreath, and unanimously carried that the following resolution, relative to opening bank accounts with the Belmont County National Bank, St. Clairsville, for the deposit of funds of the Ohio University Belmont County Branch and authorizing President Vernon R. Alden or J. F. Milar, Treasurer, or an employee designated by either to withdraw from this account:

RESOLUTION OF THE BOARD OF TRUSTEES OF OHIO UNIVERSITY AUTHORIZING THE ESTABLISHMENT OF BANK ACCOUNTS IN THE CITY OF ST. CLAIRSVILLE, BELMONT COUNTY, OHIO.

RESOLVED, that Ohio University open and maintain accounts with the Belmont County National Bank, St. Clairsville, hereinafter called the bank, and deposit therein subject to the rules of said bank, funds of Ohio University consisting of monies, 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 Ohio University, signed by one of the following officers of the corporation: namely, Vernon R. Alden, President, or J. F. Milar, Treasurer, or an employee designated by either of the above officers.

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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 of this corporation or otherwise; and

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 Ohio University by or under the direction 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 otherwise; and

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

It was moved by Mr. Baxter, seconded by Mr. Galbreath, and unanimously carried that the following resolution, relative to opening bank accounts with the Security Central National Bank of Portsmouth for the deposit of funds of the Ohio University Portsmouth Branch and authorizing President Vernon R. Alden or J. F. Milar, Treasurer, or an employee designated by either to withdraw from this account:

RESOLUTION OF THE BOARD OF TRUSTEES OF OHIO UNIVERSITY AUTHORIZING THE ESTABLISHMENT OF BANK ACCOUNTS IN THE CITY OF PORTSMOUTH, OHIO.

RESOLVED, that Ohio University open and maintain accounts with the Security Central National Bank of Portsmouth hereinafter called the bank, and deposit therein subject to the rules of said bank, funds of Ohio University consisting of monies, 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

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said account by means of checks, drafts, notes, orders or receipts issued in the name of Ohio University, signed by one of the following officers of the corporation: namely, Vernon R. Alden, President, or J. F. Milar, Treasurer, or an employee designated by either of the above officers.

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;

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 Ohio University by or under the direction 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 otherwise; and

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

Mr. Milar reported that due to a question raised by our bond counsel, we have been unable to issue our Series E bonds and we will probably be delayed until the legal question has been resolved. Consequently, it is necessary to extend our interim financing note of $3,250,000 with The City National Bank of Columbus until March 1, 1967, with the interest rate increased from the present 3.75% to 4%.

After a discussion of this problem, it was moved by Mr. Herrold, seconded by Mr. Baxter, and unanimously carried that the following resolution be approved: 228

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 3, 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 further extended to January 2, 1967, by action of the Board of Trustees at their meeting of September 28, 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 March 1, 1967; and

WHEREAS, this Board desires to extend the payment date of said note to March 1, 1967, and the City National Bank and Trust Company has consented to such extension provided the interest rate is increased from 3.75% to 4%;

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 January 2, 1967, to March 1, 1967, and this Board does hereby approve such extension and an increase in interest rate from 3.75% to 4% and authorizes the officers of this Board and the university to execute any instruments and do all other necessary acts to effect such extension.

President Alden then reported that the city administration has requested either a long-time lease or the sale of our present television building to the City of Athens in order that they may construct a high-rise parking area with a motel going up six to eight stories above the parking area. The city has agreed to move and furnish quarters for our television station until the new television building is ready in order to obtain this site now rather than waiting until the new television building is completed. This proposal was discussed, but not formal action taken, and it was decided that we should get the city property adjoining our present television building appraised and the possibility of the university purchasing this property to be discussed at the next regular Board meeting. 227

President Alden then reported that he had contacted the local school board relative to the purchase of their present athletic field at the appraised price of $330,000. The Athens

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City School Board then submitted a counter offer accepting the $330,000 providing an additional 30 acres of university land located west of the old McBee warehouse be included with the $330,000. There was no action taken on this offer.

President Alden asked the committee's advice on whether we should encourage private developers to construct additional housing. This was discussed and in view of the fact that the university could borrow money on a tax-free basis, that no real estate taxes need be paid by the university, and that it was not necessary for the university to make a profit; that Ohio University attempt to meet the housing shortage by constructing dormitories themselves.

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President Alden then called the Board's attention to the faculty salary recommendations for the 1967-68 school year. Mr. Galbreath inquired how we compared with other universities in Ohio. The President reported we compare favorably, and have a "B" rating with the American Association of University Professors while some of the state universities in Ohio are rated as "C" by this group.

After a discussion of this proposed salary schedule, it was moved by Mr. Herrold, seconded by Mr. Stocker, and unanimously carried that the following maximum and minimum salaries for faculty be approved for the 1967-68 school year with the understanding that the administrative authorities may pay more than the ceilings indicated provided it is necessary to do this in order to obtain or retain certain faculty members, but that they cannot go below the minimum floor established.

	Maximum	Minimum
Professor	$27,500	$12,000
Associate	19,000	9,500
Assistant	14,500	7,500
Instructor	10,700	6,000

Mr. Milar was then called upon to present the request for scholarship waiver budget for 1967-68. He pointed out that for the 1966-67 academic year, the Board of Trustees approved a total of $461,053 in scholarships for undergraduate students. Of this amount, $371,119 was awarded. This year, the director of student financial aids, is requesting $534,223 in undergraduate fee waivers.

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This is an increase over the amount authorized last year of $73,170 and an increase over the amount awarded of $163,104.

There was a discussion of this request and it was pointed out by Mr. Johnson that this was approximately a 30% increase over the amount of fee waivers awarded in 1966-67. Also there was an inquiry relative to the special talent awards and if we were living up to the NCAA regulations and the Mid-American Conference regulations in the awarding of athletic scholarships. President Alden explained that we were well within the regulations and the administrative authorities had control of all the athletic awards that were being made.

It was then moved by Mr. Johnson, seconded by Mr. Kennedy and unanimously carried that fee waivers for undergraduate students be approved by the Board of Trustees for the 1967-68 academic year as follows: academic merit, $276,240; faculty and staff incentive $43,125; special talent, $104,550; State of Ohio, $4,125; non-resident fee waivers, $79,209; summer school, $26,983; making a total of $534,223. These waivers are to be awarded under the following regulations and rules:

Waivers of University fees shall be granted in the following categories:

1. Regular Waivers: These scholarships are to be awarded to students who have demonstrated academic ability and financial need. These awards shall not exceed the annual registration fee, but the average award should be equal to three-fourths the annual registration fee.

2. President's Honor Award Waivers: These scholarships are to be awarded to students who have demonstrated academic ability, but who are unable to demonstrate financial need. The annual value of these scholarships shall not exceed $150.

3. Academic Non-Resident Waivers: These scholarships are to be awarded to students who receive an academic scholarships such as an Endowed Scholarship, Regular Waiver Scholarship, President's Honor Award, and Foreign Waiver Scholarships awards. The value of these awards shall not exceed the annual assessment for non-residency.

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4. Special Talent Award Waivers: These awards are to be awarded to students who have demonstrated a special talent or ability which the University desires. These students are not required to meet the academic requirements established by the University (3.0 accumulative average) to receive the award, but they must have at least a 2.0 accumulative average. Recommendations for these awards are to be made by the College of Fine Arts, the Office of the Dean of Students, the Athletic Department and the Office of Admissions for the Quimet Scholarship Program. The annual value of these awards shall not exceed $405 for awards granted in the College of Fine Arts and the Office of the Dean of Students and shall not exceed the annual assessment for non-residency for awards granted in the Athletic Department and the Office of Admissions.

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5. Non-Academic Employee Waivers: These awards shall be awarded to sons and daughters of full-time Ohio University non-academic employees. The value of these awards shall not exceed three-fourths the annual assessment for registration.

6. Faculty Child Waivers: These awards shall be awarded to sons and daughters of full-time Ohio University faculty members and administrators. The value of these awards shall not exceed three-fourths the annual assessment for registration.

7. Branch Campus Waivers: These scholarships are to be awarded to students attending a branch of Ohio University according to University scholarship requirements and the demonstration of financial need. The annual value of these scholarships shall not exceed the amounts stipulated under Regular Waivers and President's Honor Award Waivers.

8. Foreign Tuition Waivers: These scholarships are to be awarded to foreign students, and the value of these awards shall not exceed the annual assessment for registration.

9. Foreign Trustee Waivers: These scholarships are to be awarded to foreign students, and the value of these awards shall not exceed the annual assessment for registration, board, and a triple room.

10. Endowed Waivers: Waivers of fees may be granted to supplement the interest derived on endowed scholarship deposits in the Irreducible Debt of the State of Ohio. The amount of the waiver, however, shall not exceed that which is necessary for granting an award which is equal to the annual assessment for registration. Waivers in this category shall be established by the Director of Student Financial Aids in conjunction with the Treasurer of Ohio University.

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11. Ohio University Fund Name Waivers: Waivers of fees may be granted to supplement funds donated to the University by individuals or organizations for the purpose of creating scholarships which are equal to three-fourths the annual assessment for registration. Waivers in this category shall be established by the Director of Student Financial Aids in conjunction with the Treasurer of Ohio University.

12. Applied Music Waivers: The value of these awards shall not exceed that amount which a student has been assessed for applied music fees.

13. Special Music Waivers: The value of these awards shall not exceed three-fourths the annual assessment for registration and shall also include a waiver of applied music fees.

14. Ohio War Orphans Waivers: These awards are administered by the State of Ohio according to the stated regulations in Chapter 5910 "War Orphans" Sections 5901.01 through 5910.06 inclusive of the Ohio Code.

15. Ohio Solders and Sailors Waivers: These awards are to be awarded to residents of the Soldiers and Sailors Home in Zenia, Ohio. The value of these awards shall not exceed three-fourths the annual assessment for registration.

16. Distinguished Professor Award: These awards are to be granted to an undergraduate student who has been selected by an active or retired distinguished professor of Ohio University. The number of awards per distinguished professor per year shall not exceed one, and the value of each award shall be equal to the assessment for registration.

17. Ohio Valley Summer Theatre: These awards are to be granted to participants in the Ohio Valley Summer Theatre and shall not exceed the assessment for registration, roo, and board.

Mr. Milar then presented the recommendations of the Dean of the Graduate College for fee waivers for the academic year, 1967-68, and the summer school for 1967, totaling $90,700.

After a discussion of this request, it was moved by Mr. Johnson, seconded by Mr. Baxter, and unanimously carried that fee waivers totaling $74,700 be approved for the period commencing July 1, 1967, through June 30, 1968, and that an additional $16,000 in fee waivers be approved for the 1967 summer school.

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Mr. Milar then called the Board's attention to action they had approved by a mail vote that permitted the university's administration to borrow $4,000,000 for the interim financing on Housing and Home Development Project No. Ch-OHIO-202 (D) and in order to get this in the official record of the Trustees, it was moved by Mr. Brown, seconded by Mr. Herrold, and on roll call vote, the following members voted yes: Baxter, Brown, Casto, Galbreath, Herrold, Johnson, Kennedy and Stocker.

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This action is:

BE IT RESOLVED by the Board of Trustees of The President and Trustees of the Ohio University that the resolution and Exhibits hereto attached as Exhibits A, B, and C, and entitled (a) RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF INTERIM FINANCING AGREEMENT BY AND BETWEEN THE OHIO UNIVERSITY AND THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, COLUMBUS, OHIO, (b) LETTER FROM THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, DATED JANUARY 23, 1967, and (c) PROPOSED NOTE FOR $4,000,000 AT 4%, respectively, be and they hereby are adopted by the Board of Trustees of The President and Trustees of The Ohio University.

EXHIBIT A

RESOLUTION APPROVING AND PROVIDING FOR EXECUTION OF INTERIM FINANCING AGREEMENT BY AND BETWEEEN THE OHIO UNIVERSITY AND THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, COLUMBUS, OHIO, IN THE AMOUNT OF $4,000,000 FOR HOUSING AND URBAN DEVELOPMENT PROJECT NO. CH-OHIO-202 (D)

BE IT RESOLVED by the Board of Trustees of The President and Trustees of The Ohio University that:

Section 1. The form of commitment letter agreement from The City National Bank and Trust Company of Columbus, Columbus, Ohio, dated January 23, 1967, attached hereto as Exhibit B, is hereby approved and accepted in all respects, and the President of the University and the Treasurer of the University, and each of them, are hereby authorized to execute and deliver such agreement to said Bank.

Section 2. The form of promissory note attached to said commitment letter as Exhibit C thereto, is in all respects approved, and the President and Treasurer, and each of them, are authorized to execute and deliver a note or notes, in substantially the form of such Exhibit C, with such changes therein not adverse to the University as the officer or officers acting shall deem advisable, to evidence the loan to be made by the City National Bank and Trust Company of Columbus, Columbus, Ohio, to the University pursuant to said commitment letter.

Section 3. The President and the Treasurer, and each of them, are authorized to invest and reinvest the proceeds of the loan in such obligations of the United States of America, or obligations of its agencies and instrumentalities which are guaranteed by the United States, as they shall deem advisable, and to pledge and deliver such obligations to The City National Bank and Trust Company of Columbus, Columbus, Ohio, as security for the loan, and pursuant to the terms of the Commitment letter to sell or redeem such obligations for the purpose of obtaining funds to the extent of said loan to pay costs of construction of the Dormitory Project referred to in said letter.

Section 4. The officers of the Board of Trustees and the officers of the University are authorized to take any and all action necessary or proper to carry out and perform the terms and conditions set forth in the commitment letter and in any promissory note or notes delivered pursuant thereto as herein authorized.

EXHIBIT B

THE CITY NATIONAL BANK & TRUST COMPANY
of Columbus
Columbus, Ohio 43216

January 23, 1967

Ohio University
Athens, Ohio

Attention: Mr. John F. Milar, Treasurer

Gentlemen:

Under date of March 11, 1966 The City National Bank & Trust Company of Columbus, Columbus, Ohio, issued a commitment letter covering a loan to the President and Trustees of Ohio University in the principal sum of $4,000,000 to provide interim financing designated as Housing & Home Finance Agency Project #CH Ohio 202 (D) to be described in a Loan Agreement between the University and the Housing & Home Finance Administrator.

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To date no funds have been drawn against this commitment, and one of the conditions of the commitment was that construction would be completed no later than March, 1967.

This is to advise you that we are willing to extend this commitment until March 31, 1968; however, the interest rate on the obligation will be 4%.

If the conditions for the extension of this Agreement are acceptable to you, please execute the two carbon copies of this letter, which are enclosed, and return them to us.

Also, would you please furnish us with a copy of the Loan Agreement between the University and the Housing & Home Finance Administrator designed as CH Ohio 202 (D).

Very truly yours,

/s/ John H. Kreinbihl
Vice-President

JHK:md

Accepted and approved by the University, this ____ day of _____, 1967.
The President and Trustees of The Ohio University and
The Board of Trustees of The President and Treasurer
of Ohio University.

By:_____

and:_____

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EXHIBIT C

Columbus, Ohio _____, 1967

ON OR BEFORE March 31, 1968, for value received, THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY and its BOARD OF TRUSTEES (hereinafter collectively called the "University") promise to pay to the order of THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, Columbus, Ohio,

FOUR MILLION DOLLARS ($4,000,000)

at the principal office of said Bank, with interest from the date hereof, payable semi-annually on each first day of March and September hereafter and at the maturity hereof, at the rate of four percent (4%) per annum, on the unpaid principal amount hereof from time to time outstanding until the principal amount hereof becomes due and payable, and at the rate of five percent (5%) per annum on any overdue principal and/or interest. The principal and interest hereof are payable solely from receipts from the Dormitory Facilities of said University (as defined in the Trust Agreement referred to below) located on or near the campus, after providing for the reasonable and proper expenses of operation and maintenance thereof and after all payments required to be made to the Special Funds under the Trust Agreement between the University and The City National Bank and Trust Company of Columbus, Columbus, Ohio, Trustee, dated as of January 1, 1962, from the proceeds of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series H, to be issued by the University and sold as additional parity bonds pursuant to said Trust Agreement, and Supplemental Trust Agreement, and a certain Loan Agreement between said University and the United States of America acting through the Housing and Home Finance Administrator, dated as of June 1, 1966, and in the event of default as hereinafter defined, from the proceeds of certain obligations of the United States Government or instrumentalities or agencies thereof to be purchased by the University and pledged and delivered to The City National Bank and Trust Company of Columbus, Columbus, Ohio, as hereinafter provided.

The University has agreed to purchase certain obligations of the United States Government or instrumentalities or agencies thereof with the proceeds of the loan evidenced by this note and to deliver such obligations to The City National Bank and Trust Company of Columbus, Columbus, Ohio, as collateral security for the prompt payment, at maturity, of the obligations herein set forth. If the Loan Agreement between the University and the United States of America acting through the Housing and Home Finance Administrator shall be terminated for any reason prior to the stated maturity hereof, or if the University shall fail to fulfill any of the requirements or conditions set forth in the commitment letter of The City National Bank and Trust Company of Columbus, Columbus, Ohio to the University, dated January 23, 1967, the holder of this note may declare this note to be due and payable forthwith, and may immediately reimburse itself by the sale of any and all of the aforementioned obligations that it may have in its possession at the time of such default.

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This note is executed on behalf of the Board of Trustees of said University solely in their capacity as such Trustees and shall not constitute their personal obligation either jointly or severally in their individual capacities.

All endorsers whose names now appear or are hereafter written on this instrument do severally waive presentment, demand, protest and notice of protest and dishonor hereof.

IN WITNESS WHEREOF, the University and its Board of Trustees, jointly and severally, have caused this note to be signed on their behalf by the _____ _____ and the _____ and to bear the seal of the University as of the day and year first above written.

Witnesses:

_____

_____

(Seal)

The President and Trustees of The Ohio University
and
The Board of Trustees of The President and Trustees of The Ohio University

By: _____

and _____

Mr. Milar then presented several resolutions prepared by our bond counsel necessary for the issuance of our Series E Dormitory Revenue Bonds. Mr. Milar explained that several of these resolutions had been previously adopted by the Board of Trustees, but in order to comply with bond counsel's requirements, it was necessary for the present Board of Trustees to adopt these resolutions.

After a general discussion, it was moved by Mr. Kennedy, seconded by Mr. Brown, that the following resolution be adopted. On a roll call vote the following vote was recorded: Baxter, aye; Brown, aye; Casto, aye; Galbreath, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker aye.

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RESOLUTION APPROVING CERTIFICATES OF THE PRESIDENT AND THE TREASURER FOR HOUSING AND DINING REVENUE BONDS, SERIES E

BE IT RESOLVED by the Board of Trustees of The President and Trustees of the Ohio University that the certificates attached hereto marked Exhibit A and Exhibit B, respectively, and setting forth the earnings coverage for additional bonds to finance the construction of Dormitories 7, 8 and 9 as required by Section 5 of the Bond Resolution and the statements required by Section 2.03 (4) of the Original Trust Indenture, be and the same are hereby approved.

EXHIBIT A

THE PRESIDENT AND TRUSTEES OF OHIO UNIVERSITY

Certificate of Expected Earnings Coverage Required Under Section 5 of Bond Resolution adopted February 28, 1967, as of June 30, 1966 for Issuance of $3,250,000 Housing and Dining Revenue Bonds, Series E to finance Construction of Units Nos. 7, 8 and 9 in the West Green Dormitory Development

1.	Actual net income from dormitory facilities including facilities to be financed from proceeds of Series E Bonds for fiscal year ending June30, 1966 (excluding net income from any dormitory facilities which are to be abandoned or which are not suitable for continuous use as a dormitory facility for the term of Series E Bonds	$1,992,686
2.	Adjustment, if any, to reflect schedule of fees, rates and charges to become effective at beginning of succeeding semester	$ -0-
3.	Adjustment in actual net income due to anticipated changes in operating and maintenance expenses.	$ -0-
4.	Net income available for debt service.	$1,992,686
5.	Aggregate Average Annual Debt Service Requirement as defined in Section 5 of Bond Resolution	$ 904,479
6.	Ratio of net income available for Debt Service (Item 4) to Aggregate Debt Service Requirements (Item 5)	2.20

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The undersigned hereby certify:

A. That the foregoing facts and figures are true and accurate to the best of their knowledge and belief;

B. That there were not included in net income any receipts against which there is any prior claim other than the use thereof for the operating expenses included in computing the net income.

C. That the dormitory facilities to be financed from the proceeds of Series E Bonds have been completed and had an occupancy of 100% of capacity during the entire fiscal year ending June 30, 1966.

D. That the foregoing net earnings of Dormitory Facilities does not include any net income from any Dormitory Facility which is to be abandoned or which is not suitable for continuous use as a Dormitory Facility for the term of Series E Bonds.

Executed this _____ day of _____, 1967.

_____
President of The President and Trustees of The Ohio University

_____
Treasurer of The President and Trustees of The Ohio University

EXHIBIT B

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

Certificate Required Under Section 2.03 (4) of Original Trust Agreement for Issuance of Housing and Dining Revenue Bonds, Series E

The undersigned, President and Treasurer of The President and Trustees of The Ohio University hereby certify:

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(a) That, in the opinion of the signers hereof, all conditions provided in the Original Trust Agreement and Supplements thereto precedent to the granting of the application for authentication of Series E Bonds have been complied with;

(b) That the proceeds of the Series E Bonds are sufficient and are necessary for completion of the project for which they are issued.

(c) That since the beginning of the current fiscal year there has been no material change which would adversely affect the earnings coverage certificate required by Section 5 of the Bond Resolution for issuance of Series E Bonds.

Executed this _____ day of _____, 1967.

_____
President of The President and Trustees of the Ohio University

_____
Treasurer of The President and Trustees of The Ohio University

Mr. Millar then presented a resolution providing for the approval of bond resolution and Second Supplemental Trust Agreement between the university and the City National Bank and Trust Company of Columbus authorizing and securing the Ohio University and Board of Trustees Housing and Dining Revenue Bonds, Series E.

It was moved by Mr. Kennedy, seconded by Mr. Brown, that the following resolution be adopted. On roll call, the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Galbreath, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

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RESOLUTION OF FEBRUARY 28, 1967, PROVIDING FOR APPROVAL OF BOND RESOLUTION AND SECOND SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE UNIVERSITY AND THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS AUTHORIZING AND SECURING THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES HOUSING AND DINING REVENUE BONDS, SERIES E

WHEREAS, this Board on September 17, 1964 adopted a bond resolution for the issuance and sale of Housing and Dining Revenue Bonds, Series E, and approved a Second Supplemental Trust Agreement securing said Series E Bonds, and as of this date said Series E Bonds have not been issued and Second Supplemental Trust has not been executed; and

WHEREAS, this Board, at its meeting held November 11, 1965, approved a Supplemental Trust Agreement setting forth certain amendments of the Original Trust Agreement dated January 1, 1962 between the President and Trustees of The Ohio University and its Board of Trustees and The City National Bank and Trust Company of Columbus, and the First Supplemental Trust Agreement between said parties dated as of January 1, 1963, and the bond resolutions constituting parts thereof; and

WHEREAS, this Board has duly authorized and issued $7,460,000 Housing and Dining Revenue Bonds, Series F. dated as of June 1, 1965, for the purpose of refunding certain outstanding dormitory bonds which were not issued under the Original Trust Indenture; and

WHEREAS, this Board, at its meeting held January 5, 1966, adopted a resolution to revise and modify the forms and terms of the Series E bond resolution and Second Supplemental Trust Agreement adopted and approved September 17, 1964, to reflect the issuance of said $7,460,000 Housing and Dining Revenue Bonds, Series F, dated as of June 1, 1965, and to conform with the said modifications of the Original Trust Agreement dated as of January 1, 1965, and the original bond resolution under which said Series E Bonds are to be issued; and

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WHEREAS, said Supplemental Trust Agreement, approved November 11, 1965, providing for amendments of the said Original Trust Agreement, First Supplemental Trust Agreement a nd bond resolutions constituting parts thereof will not become effective prior to the time this Board desires to issue and deliver said Series E Bonds and it is necessary to revise and modify the form of Second Supplemental Trust Agreement and Series E B ond Resolution adopted January 5, 1967 to delete the aforesaid amendments; and

WHEREAS, a revised and modified form of Second Supplemental Trust Agreement and Bond Resolution for the issuance of Series E Bonds has been presented to this Board and made a part of this resolution and it is necessary to enact and approve the same, and repeal the Series E bond resolution and form of Second Supplemental Trust Agreement adopted and approved January 5, 1966;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the President and Trustees of the Ohio University:

Section 1. That the Second Supplemental Trust Agreement, attached hereto as Exhibit I, is hereby approved in all respects and the Bond Resolution contained in said Supplemental Agreement is hereby adopted and approved.

Section 2. That the Chairman of the Board of Trustees, the President of the University and the Treasurer, and each of them, are hereby authorized to execute, acknowledge and deliver the said Second Supplemental Trust Agreement to The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee, as may be appropriate and the Secretary of the Board of Trustees is authorized to seal and attest the same, all with such changes not unfavorable to the University as the officers acting shall deem advisable or as shall be required by the rules, regulations or practices of the Department of Housing and Urban Development.

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Section 3. That the resolution entitled:

"Approval of Bond Resolution and Trust Agreement between the University and the City National Bank and Trust Company of Columbus, Columbus, Ohio, authorizing and securing The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series E."

and the Series E Bond resolution approved by the above entitled resolution adopted by this Board on January 5, 1966, be, and the same are hereby, repealed and rescinded.

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OHIO UNIVERSITY
AND ITS
BOARD OF TRUSTEES

HOUSING AND DINING REVENUE BONDS

SECOND SUPPLEMENTAL TRUST AGREEMENT
between
THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY
and

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THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS

Columbus, Ohio
TRUSTEE

Dated as of January 1, 1964
Supplementing
Original Trust Agreement dated as of January 1, 1962
and
First Supplemental dated as of January 1, 1963
Securing
$3,250,000 Series E Bonds dated January p, 1964
Additional Parity Bonds as provided herein

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THE OHIO UNIVERSITY AND ITS BOARD OF TRUSTEES
HOUSING AND DINING REVENUE BONDS
SERIES E

SECOND SUPPLEMENTAL TRUST AGREEMENT

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT, dated as of January 1, 1964 (herein called the "Supplement") by and between THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY (sometimes known as "The Ohio University") and its BOARD OF TRUSTEES (hereinafter sometimes referred to collectively as the "University"), created and existing under the laws of the State of Ohio and located at Athens, Ohio, jointly and severally parties of the first part, and THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, Columbus, Ohio, a national banking association organized and existing under and by the virtue of the laws of the United States and having its office and place of business in the City of Columbus, County of Franklin and State of Ohio, hereinafter called the "Trustee," as Trustee under the Trust Agreement dated as of January 1,1962, hereinafter mentioned, party of the second part;

WITNESSETH:

WHEREAS, the University, pursuant to the Original Bond Resolution, passed October 16, 1962, entered into a Trust Agreement dated as of January 1, 1962, with the Trustee under which $600,000 Series A and $3,250,000 Series B Construction and Refunding Housing and Dining Revenue Bonds dated January 1, 1962 have been authorized and issued, and as of January 1, 1963,the University entered into a First Supplemental Trust Agreement under which $600,000 Series C and $3,000,000 Series D Housing and Dining Revenue Bonds, dated as of January 1, 1963, have been authorized and issued, and as of June 1, 1965 the University entered into a Third Supplemental Trust Agreement (the said Trust Agreement dated as of January 1, 1962, herein, collectively, with the First Supplemental Trust Agreement, this Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement called the "Trust Agreement") under which $7,460,000 Housing and Dining Revenue Bonds, Series F dated as of June 1, 1965, have been authorized and issued, and under which Additional Bonds (herein called "Additional Bonds") are issuable on a parity with the Series A, B, C, D, and F Bonds and other Additional Bonds hereafter issued under certain conditions as provided in the Trust Agreement; and

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WHEREAS, the University has in all respects complied with the provisions of the Trust Agreement so as to be entitled at this time to execute and to have authenticated and delivered by the Trustee Additional Bonds consisting of $3,250,000 Series E Bonds; and

WHEREAS,the University has heretofore duly adopted the Series E Bond Resolution providing for the Series E Bonds and this Supplement, which resolution, collectively with the Original Bond Resolution, is referred to as the Bond Resolution; and

WHEREAS, the Series E Bond Resolution is as follows:

BOND RESOLUTION

Providing for the issuance of $3,250,000 The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds Series E for the purpose of constructing three new dormitory buildings to provide housing and appurtenant facilities for approximately 733 men and women students, 4 supervisors, and basement car parking for approximately 75 cars, as Additional Parity Bonds pursuant to Bond Resolution adopted October 16, 1962, and Trust Agreement dated as of January 1, 1962.

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WHEREAS, the Board of Trustees of The President and Trustees of The Ohio University (herein called the Board) is vested with government of The President and Trustees of The Ohio University (herein called the "University") or, when the context admits, collectively with the Board called the "University") by Section 3337.01 of the Revised Code of Ohio; and

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WHEREAS, by authority of Section 3345.07 of the Revised Code of Ohio, the Board is authorized to construct, equip, maintain and operate upon sites within, or in close proximity to, the campus of the University buildings to be used as dormitories and as other suitable living quarters for students and members of the faculty and servants and wives and families of married students of said University, and as dining halls (including all separate or connected buildings, sites, equipment, structures and utilities to be used in connection with the maintenance or operation of, or in any way supplementing or related to the services or facilities to be provided by such buildings) and to pay for the same out of any funds in its possession derived from the operation of any dormitories, other living quarters or dining halls under its control or out of funds borrowed therefor and to borrow funds for such purposes upon such terms as said Board may deem proper and to issue notes or other written instruments evidencing such indebtedness provided that such indebtedness shall not be a claim against or lien upon any property of the State or any property of or under the control of said Board excepting such parts of the receipts of the operation of any dormitories under control of the Board as it may pledge to secure the payment of such indebtedness and by authority of said Section 3345.07 the Board is also authorized to issue such notes or other obligations payable as aforesaid in order to retire or refund oustanding notes or other obligations matured or unmatured, to repay moneys previously borrowed or advanced under said section or to reimburse funds of the University for amounts used under said Section 3345.07; and

WHEREAS, the University determined by resolution adopted October 16, 1962 (herein called the Original Bond Resolution, and as the same may be amended or modified, and collectively with this resolution called the Bond Resolution) to provide for the issuance of dormitory revenue bonds and pursuant to the Trust Agreement dated as of January 1, 1962 with The City National Bank and Trust Company of Columbus (herein, with the First, Second and Third Supplemental Trust Agreements as the same may be amended and further supplemented, called the Trust Agreement), to pledge with certain exceptions which are no longer applicable, the net income of all the dormitory facilities now or hereafter under control of the University, including the dining halls constituting part thereof, and to provide in said Trust Agreement for the issuance of such Bonds as from time to time authorized subject to the conditions contained in said Trust Agreement and by the Original Bond Resolution and the Trust Agreement provided for the sale of an initial issue of $3,850,000 consisting of $600,000 Series A Bonds and $3,250,000 Series B Bonds (herein called the Series A and Series B Bonds) and for the issuance from time to time as authorized by the University of Additional Bonds (herein called Additional Bonds, said Series A and B Bonds and Additional Bonds being herein collectively referred to as the Bonds) on a parity with said initial series, of which $600,000 Series C Bonds, $3,000,000 Series D Bonds, and $7,460,000 Series F Bonds have been authorized and issued; and

WHEREAS, there are presently outstanding $552,000 principal amount of Series A Bonds, $3,048,000 of Series B Bonds, $500,000 of Series C Bonds, $3,000,000 of Series D Bonds and $7,050,000 of Series F Bonds, aggregating in amount $14,149,000; and

WHEREAS, the University has not pledged or encumbered the revenues from its dormitory facilities except as provided in the Trust Agreement; and

WHEREAS, the University has determined to sell an issue of $3,250,000 of Additional Bonds consisting of Series E Bonds (herein called the Series E Bonds), all as provided in the Trust Agreement; and

WHEREAS, the Board has heretofore determined, and hereby determines and confirms, the necessity of constructing three new dormitory buildings to provide housing and appurtenant facilities for approximately 733 men and women students, 4 supervisors, and basement car parking for approximately 75 cars, which dormitories are located on land owned by the University or by the State of Ohio for the benefit of the University, known as the West Green Dormitory Development and have been designated as Dormitories Nos. 7, 8 and 9, (herein referred to as the "Project"); and

WHEREAS, said Project is to be constructed pursuant to plans prepared by Dan A. Carmichael, Architect, Columbus, Ohio, and approved by the Department of Public Works of Ohio; and

WHEREAS, the University has received estimates from its Architect, and, accordingly, estimates the cost of the Project, including provision for contingencies and interest during construction, but excluding the cost of movable equipment, as $3,250,000; and

WHEREAS, the University has determined to borrow the funds to pay the foregoing costs, excluding the cost of movable equipment, of the Project and has entered into a Loan Agreement, dated as of February 1, 1964, with the United States of America acting through the Secretary of Housing and Urban Development (hereinafter called the "Loan Agreement"), under which the United States has agreed to purchase the $3,250,000 Series E Bonds, if no equal or more favorable bid than the bid of the United States therein provided is received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of The President and Trustees of The Ohio University:

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Section 1. Purpose of Series E Bonds. It is hereby determined and declared that a necessity exists, because of present enrollment and anticipated increases in enrollment and the urgent need to provide additional student housing facilities resulting therefrom, to obtain funds in the amount of $3,250,000 to construct the Project described in the preamble hereto and to issue $3,250,000 Housing and Dining Revenue Bonds pursuant to Section 3345.07 of the Revised Code of Ohio and the Trust Agreement dated as of January 1, 1962, as the same may be amended or supplemented, for the purpose of paying the costs of said Project, except the cost of movable equipment, and of all things incidental thereto or incidental to the financing thereof including repayment, with interest, of moneys previously borrowed or advanced for the Project or restoring amounts used for the Project from other funds of the University available for such purposes. Said Bonds, together with the $600,000 Series A Bonds, $3,250,000 Series B Bonds, $600,000 Series C Bonds, $3,000,000 Series D Bonds, and $7,460,000 Series F Bonds, and any other additional Bonds issued pursuant to the Trust Agreement, shall be payable as provided in the Original Bond Resolution from the dormitory and dining hall revenues. Said Project shall be a part of the Housing and Dining System of the University established pursuant to the Trust Agreement.

Section 2. Terms of the Bonds.

(a) Terms of Series E Bonds. Said $3,250,000 The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds to be issued under this Resolution, the Original Bond Resolution, and the Trust Agreement shall be entitled "The University and Its Board of Trustees Housing and Dining Revenue Bonds, Series E" and, except when registered, shall constitute negotiable instruments; shall be issued as coupon bonds dated January 1, 1964 registrable as to principal, in the denomination of $5,000, or such multiples thereof as specified by the original purchasers; provided, however, that all Bonds of single maturity must be of the same denomination; or as one or more fully registered Bonds without coupons dated as provided in the Trust Agreement in denominations of $5,000 or multiples thereof when and as requested by the original purchasers of such Bond or Bonds; shall be numbered from 1 upward in order of maturity, and in the case of registered bonds of such Series as determined by the Treasurer of the University. Series E Bonds shall bear interest from their date at the rate of 3-5/8% per annum in the case of such Bonds purchased by the United States pursuant to the Loan Agreement, and in the case of Bonds not purchased by the United States under the Loan Agreement, if an equal or more favorable bid is received, at the rate or ates stipulated by the successful bidder in his bid and approved by the President and Treasurer of the University in writing. Interest on the Series E Bonds shall be paid semi-annually on the first days of January and July of each year commencing July 1, 1964, and the Series E Bonds shall mature serially on January 1 in years and amounts as follows:

Year	Amount	Year	Amount
1967-69	$40,000	1991-93	$100,000
1970-75	50,000	1994-95	110,000
1976-79	60,000	1996-98	120,000
1980-83	70,000	1999-2000	130,000
1984-87	80,000	2001-2002	140,000
1988-90	90,000	2003-2004	150,000

The principal and interest of the Series E Bonds shall be payable at the principal office of the Trustee under the Trust Agreement hereinafter provided for (said Trustee at the time of issuance of said Bonds being The City National Bank and Trust Company of Columbus, Columbus, Ohio), or at the option of the holder at the principal office of The Chase Manhattan Bank in the Borough of Manhattan, City and State of New York, except that interest on fully registered Bonds is payable by check as provided in the Trust Agreement and principal on fully registered Bonds may also be payable at such additional place or places, at the option of the holder, as shall be designated by the Treasurer of the University.

Series E Bonds maturing January 1, 1967 through January 1, 1974, inclusive, shall be non-callable. Series E Bonds maturing after January 1, 1975 are subject to call for redemption prior to maturity in whole or in part and in inverse numerical order at the option of the Board on July 1, 1974, or on any interest payment date thereafter at part and accrued interest to the date of redemption plus a redemption premium for each bond as follows:

3% if redeemed July 1, 1974 through January 1, 1979, inclusive,
2-1/2% if redeemed July 1, 1979 through January 1, 1984, inclusive,
2% if redeemed July 1, 1984 through January 1, 1989, inclusive,
1-1/2% if redeemed July 1, 1989 through January 1, 1994, inclusive,
1% if redeemed July 1, 1994 through January 1, 1999, inclusive,
and without premium if redeemed after January 1, 1999

Except for the redemption of Series E Bonds with surplus funds in the Construction Account as provided in Section 4 of this Resolution, funds for the redemption of Bonds prior to maturity shall be applied, as to any series of Bonds held by the United States of America at the time of such redemption on a pro rata basis (reflecting the proportion of the original amount of such Series of Bonds then held by the United States of America to the total amount of Bonds then outstanding under the original and supplemental Trust Indentures).

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Call for redemption shall be made by notice, specifying the numbers and amount of the Bonds to be called, published by the Trustee on behalf of the University once a week for two consecutive weeks in a financial newspaper of national circulation published in the English language in New York City and in an English language newspaper of general circulation in Columbus, Ohio, the first publication to be not more than forty (40) nor less than thirty (30) days prior to the date of redemption.

Series E Bonds shall be signed by the Chairman of the Board and the President of the University or shall bear the facsimile signature of said officers, shall be attested by the Secretary of the Board or the Treasurer of the University, and shall be sealed with the seal of the University or a facsimile thereof, and interest coupons attached thereto shall bear the facsimile signature of the Secretary of the Board or Treasurer of the University.

Series E Bonds and coupons shall be in substantially the form provided in the Trust Agreement with such variations as may be required by the Original Purchasers and approved by the President and Treasurer of the University, provided that such Bonds shall contain no terms or provisions inconsistent with this Resolution, the Original Bond Resolution, the Trust Agreement or the Loan Agreement.

(b) Terms of Additional Bonds. Additional Bonds and their coupons shall be designated, dated and signed, shall be in such form and denomination or denominations and shall have such maturities, interest rates, interest payment dates, redemption provisions, registration provisions, places of payment and other terms, provisions and conditions as maybe provided pursuant to the resolution authorizing their issuance; provided, however, that such terms and conditions shall not be inconsistent with this Resolution, the Original Bond Resolution, the Trust Agreement or the then outstanding Bonds; and provided, further, that resolutions authorizing the issuance of Additional Bonds shall provide for the payment of the principal of such Additional Bonds on January 1 of each year in which principal shall become due and for the payment of interest on such Additional Bonds on January 1 and July 1 of each year in which interest shall be payable under the terms of said Resolution.

(c) Terms of all Bonds. All Bonds and Coupons shall bear such designations as may be necessary to distinguish them from other series of Bonds and Coupons having different provisions.

All Bonds and Coupons shall be payable in any coin or currency which, on the respective dates of payment is legal tender for the payment of debts due the United States of America.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or Coupons shall cease to be such officer before the issuance, authentication or delivery of such Bonds or Coupons, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until that time. Any Bonds, duly called for redemption and for the retirement of which funds are deposited with the Trustee in an amount equal to the principal, premium, if any, and interest to the redemption date, shall cease to bear interest from said redemption date and shall no longer be deemed to be outstanding.

As provided herein, and in the Trust Agreement, the Bonds shall be equally and ratably payable from, and secured by pledge of, the receipts from the operation of all Dormitory Facilities of the University now or hereafter under control of the Board after provision for reasonable and proper expenses of operation and maintenance of such dormitory facilities and anything in this Resolution, the Original Bond Resolution, the Bonds or the Trust Agreement to the contrary notwithstanding, neither this Resolution, the Original Bond Resolution, the Bonds, nor the Trust Agreement shall 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 except the portion of said receipts pledged as provided herein; provided, however, that nothing herein shall be deemed to prohibit the University, of its own volition, from using, to the extent it is lawfully authorized to do so, any of its other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Trust Agreement, this Resolution, the Original Bond Resolution, or any of the Bonds.

Section 3. Issue of Series E Bonds. The Series E Bonds shall be advertised for sale, awarded, issued, authenticated and delivered pursuant to terms and provisions of the Loan Agreement.

Section 4. Allocation of Proceeds of Series E Bonds. The proceeds from the sale of the Series E Bonds shall be allocated and applied by the University as follows:

(a) The portion representing accrued interest to the Bond and Interest Sinking Fund Account provided for in Section 7.

(b) To the University the amounts necessary to reimburse the University for amounts expended by it on construction of the Project prior to issuance of the Series E Bonds.

(c) The balance to the Construction Account to be held by the Trustee to pay all costs of the Project (including in accordance with the Loan Agreement the repayment of any amounts borrowed by the University to pay Project costs and interest thereon). Any moneys remaining in the Construction Account afterall costs of the Project have been paid, but not more than $60,000, shall be returned

to the University. Any moneys then remaining in the Construction Account shall be promptly used to the extent possible for the redemption of Series E Bonds, and any residue shall be deposited in the Bond and Interest Sinking Fund Account.

Moneys in the construction Account shall be expended only for such purposes as shall have been previously specified in the project cost estimates approved by the Department of Housing and Urban Development.

No part of the proceeds of Series E Bonds sold to the United States acting through the Department of Housing and Urban Development shall be used to pay costs (including cost of movable equipment or fees of a financial advisor) which, under the said Loan Agreement as from time to time amended, or under the rules, regulations or practices of the Department of Housing and Urban Development, may not be paid from proceeds of bonds purchased by the United States through that Department, and the proceeds of the Series E Bonds purchased by the United States as aforesaid shall be segregated in the Construction Account to the extent necessary to effect the foregoing.

The Treasurer of the University may make withdrawals from said Construction Account in order to make payments from such account authorized under the foregoing provisions of this Section 4. If the payment is to be made with respect to an obligation under a construction contract relating to the Project, such payment shall have been certified as due under such contract by a qualified architect or engineer. If the payment is to be made from proceeds of Series E Bonds sold to the United States acting through the Department of Housing and Urban Development, then the costs to which such payment is to be applied shall be costs which may be paid from such proceeds under said Loan Agreement as from time to time amended and the rules, regulations and practices of the Department of Housing and Urban Development.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days the Treasurer of the University may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by the United States Government which shall mature or which shall be subject to redemption by the holder thereof at the option of such holder, not later than 18 months after the date of such investment. Such investments, the earnings thereon and the proceeds of sale thereof shall constitute part of the Construction Account. The said investments may be sold, exchanged or collected from time to time by the Treasurer of the University.

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Section 5. Additional Bonds. The Board shall have the right from time to time to issue Additional Bonds under the Trust Agreement to provide funds for purposes authorized by Section 3345.07 of the Revised Code of Ohio, including construction and equipment by the University of buildings to be used as dormitories or as other living quarters or the refunding of outstanding bonds or notes issued under said Section 3345.07. The Trustee shall authenticate and deliver such Bonds if, (but only if) when such Additional Bonds are issued, the University shall have furnished to the Trustee, in addition to the documents required by Section 2.03 of the Trust Agreement, (1) a certificate of the University's independent public accountant showing that the net income from the Dormitory Facilities for the fiscal year next preceding the date of issuance of such Additional Bonds, has been equal to at least one and thirty-five hundredths (1.35) times the average annual requirement for principal and interest on all Bonds then outstanding; provided, however, that this requirement shall not apply to the issuance of Additional Bonds to finance the construction or to complete the construction of Units Nos. 5 and 6 in the West Green Dormitory Development, and (2) a certificate of the President and the Treasurer of the University approved by the Board of Trustees, (a) showing that the actual net income from the dormitory facilities of the University (excluding net income from any dormitory facility which is to be abandoned or which is not suitable for continuous use as a dormitory facility for the term of such Additional Bonds) for the preceding fiscal year, as adjusted, if necessary, to reflect the schedule of rates and charges to become effective at the beginning of the next semester, quarter or other school period and to give recognition to any anticipated changes in operating costs, plus the estimated annual net income of the dormitory facilities to be financed through the proceeds of the sale of such Additional Bonds, plus, with respect to the issuance of Additional Bonds to finance the construction or completion of construction of Units Nos. 5 and 6 in the West Green Dormitory Development, but not with respect to the issuance of Additional Bonds for other purposes authorized by this Resolution, the estimated annual net income of dormitory facilities under construction will be equal to or greater than one and thirty-five hundredths (1.35) times the average annual debt service requirements for the payment of principal and interest charges on the Bonds then outstanding hereunder and on the Bonds then to be authenticated and delivered; (b) showing that the calculation of average annual debt service requirements was determined on the basis of the principal and interest being payable in approximately equal installments whether such Additional Bonds are to be serial or term bonds; (c) showing that there were not included in net income any receipts against which there is any prior claim other than the use thereof for the operating expenses included in computing the net income; (d) showing that the computations of estimates provided for above are based on an assumed occupancy of not more than 90% of capacity of the dormitory facilities in question; (3) furnishing such other information in support of the foregoing as may reasonably be requested by the Trustee.

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Section 6. Covenants of the University. The University covenants with the holders of the Bonds and with the Trustee under the Trust Agreement that (a) it has or will adopt and will maintain so long as any of the bonds are outstanding such parietal rules, and charge and collect such rental rates and charges, from time to time as may be necessary to assure such occupancy and use of, and receipts from the Dormitory Facilities as will pay the costs of

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maintenance and operation and provide for the payment of the principal of and interest on the Bonds and other payments to the Special Funds required by Section 7 of this Resolution; (b) it will not create or permit to be created any charge or lien on the revenues of the Dormitory Facilities equal to or prior to the pledge of such revenues as herein provided; (c) from funds lawfully available, it will cause any project to be constructed from the proceeds of Additional Bonds, to be completed and equippped in an efficient and economical manner with reasonable dispatch, in compliance with all applicable laws, ordinances and regulations, and, if substantial construction is involved, in a manner consistent with the plans and recommendations of responsible architects; (d) subject to the right of abandonment under conditions provided in the Trust Agreement designed to prevent adverse effect of such abandonment on the expected earnings coverage of debt service, it will, from the dormitory receipts pledged under this Resolution and as part of the operating expenses, maintain, preserve and keep the Dormitory Facilities in good repair, working order and operating condition and continuously operate the same on a revenue producing basis and will apply the receipts therefrom only as provided in Section 7 of this Resolution and in the Trust Agreement; (3) if requested in writing by the Trustee or the Original purchasers, it will furnish to the Trustee and the Original Purchasers of the Bonds within 120 days after the close of each fiscal year an annual report of the accounts (including each Special Fund provided for in Section 7 of this Resolution) and operations of the Dormitory Facilities prepared by a qualified accounting firm operating generally throughout the United States, having a national reputation and approved by the Trustee; (f) it will keep proper books of record and accounts separate from all other records and accounts, in which complete and correct entires will be made of all transactions relating to the Dormitory Facilties and will at all reasonable times permit the Trustee, the Original Purchasers or any holder or holders of 25 per cent of the outstanding Bonds, or their authorized representatives, to inspect the Dormitory Facilities and any books, documents and vouchers relating thereto; (g) it will furnish heat, light, power, water and other necessary services to the Dormitory Facilities at not in excess of reasonable cost; (h) it will maintain insurance such as that presently carried generally on its Dormitory Facilities and, further, will insure the Dormitory Facilities as required by the Trust Agreement and apply the proceeds of such insurance as provided therein; and (i) it will observe and perform all its agreements and obligations provided for by the Loan Agreement, the Bonds, the Trust Agreement, or this Resolution, including deposit in the Construction Account of the sum of $60,000, or such greater amount as is necessary, together with the proceeds of Series E Bonds, to assure completion of the Project.

Section 7. Application of Receipts, Special Funds. There was established by the Original Bond Resolution a Special Fund designated as the "System Revenue Fund Account."

All rentals, charges, income and revenue arising from the operation or ownership of the Dormitory Facilities shall be deposited to the credit of the System Revenue Fund Account and held in the custody of the Treasurer of the University, separate and apart from all other funds. The System Revenue Account shall be maintained so long as any of the Bonds are outstanding in a bank which is a member of the Federal Deposit Insurance Corporation and shall be expended and used by the Treasurer only in the manner and order specified below.

Current expenses of operation and maintenance of the Dormitory Facilities shall be payable, as a first charge, from the System Revenue Fund Account as the same become due and payable. Current expenses shall 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 System, but shall exclude depreciation, all general administrative expenses of the Borrower and the payment into the "Repair and Replacement Reserve Account" established by the Original Bond Resolution.

The remainder of the System Revenue Fund Account, after providing for payment of Current Expenses, shall be applied as provided in the Original Bond Resolution; namely, as follows:

First: Into the Bond and Interest Sinking Fund Account, to be held by the Trustee as a separate fund and used for the payment of principal and interest on the Bonds, the University shall transfer from the System Revenue Fund Account and deposit to the credit of the Bond and Interest Sinking Fund Account, on or before each June 15 a sum equal to the interest becoming due on all outstanding Bonds on the next following July 1, plus a sum equal to one-half of the principal becoming due on the next following January 1 on all outstanding Bonds, plus a sum equal to one-half of 35 per centum of the aggregate principal and interest on all outstanding Bonds becoming due on the next following July 1 and January 1, and on or before December 15 a sum equal to the interest becoming due on all outstanding Bonds on the next following January 1, plus one-half of the principal on all outstanding Bonds becoming due on the next following January1, plus one-half of 35 percentum of the aggregate interest and principal due on the next preceding July 1 and the next following January 1 on all outstanding Bonds until the funds and/or investments in the Bond and Interest Sinking Fund Account are sufficient to provide a debt service reserve at least equal to the maximum principal and interest requirements for any consecutive two-year period on all bonds then outstanding, and, thereafter, on or before each June 15 and December 15 such sums as may be necessary to meet the interest on the Bonds due on the next interest payment date and one-half of the principal due on the next following January 1 and maintain the debt service reserve at a sum at least equal to the maximum principal and interest requirements for any consecutive two-year period on all bonds then outstanding.

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Second: Into the Repair and Replacement Reserve Account to be held by the Trustee as a separate fund on or before the close of each fiscal year, (1) a sum equal to three per centum (3%) of the cost of the furnishings and movable equipment of the Dormitory Facilities, or such portion thereof as is available for transfer annually for an equipment reserve until the funds and/or investments in the equipment reserve portion of the account shall be at least equal to the cost of the aforesaid furnishings and movable equipment and thereafter such sums, but not more than three percentum (3%) of the cost of the aforesaid furnishings and movable equipment annually, as may be required to restore and maintain the equipment reserve at an amount at least equal to the cost of the aforesaid furnishings and movable equipment and (2) a sum equal to one-fourth of one per centum (1/4%) of the construction costs of the Dormitory Facilities or such portion thereof as is available for transfer annually for a repairs reserve. All moneys in the Repair and Replacement Reserve Account may be drawn on and used by the University for the purpose of paying the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, and the renovating or replacement of the furniture and equipment not paid as part of the ordinary and normal expense of the operation of the Dormitory Facilities. However, in the event there should be a deficiency in the amount required to be deposited in the Bond and Interest Sinking Fund Account on any deposit date, funds on deposit in the Repair and Replacement Reserve Account shall be transferred to the Bond and Interest Sinking Fund Account to the extent required to eliminate the deficiency in that Account.

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Subject to making the foregoing maximum deposits, the Borrower may use the balance of excess funds in the System Revenue Fund Account at the close of each fiscal year (1) to redeem outstanding Bonds on the next interest payment date, in inverse numerical order and in amount of not less that $5,000 par value at one time, or (2) for any expenditures, including the payment of debt service, in improving or restoring any existing housing and dining facilities or providing any such additional facilities, or (3) for any other lawful purpose.

The Bond and Interest Sinking Fund Account is irrevocably pledged to, and shall be used by the Trustee for, the payment of principal and interest on the Bonds, and until required for such purposes, shall be invested by the Trustee in such direct obligations of the United States as the President and the Treasurer of the University shall direct in writing addressed to the Trustee, which writing shall determine that the maturity of the respective obligations is not later than the date on which such funds will be required for payment of such principal and interest. The Trustee shall transfer from the Bond and Interest Sinking Fund Account to the Paying Agents amounts sufficient to enable said Paying Agents to pay when due principal and interest on the Bonds, or the Trustee shall make such credit arrangements with said Paying Agents as to permit such payments.

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The Repair and Replacement Reserve Account is irrevocably pledged to, and shall be used for, extraordinary repairs and replacements 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 the principal and interest on the Bonds by transfer to the Bond and Interest Sinking Fund Account as herein provided. The Trustee shall transfer from the Repair and Replacement Reserve Account to the Bond and Interest Sinking Fund Account such amounts as are from time to time necessary, in addition to the other amounts available therein, without use of the debt service reserve, to provide for the payment, when due, of the principal and interest on the Bonds and such fund shall not be used for repairs or replacement 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 withdraw funds from the Repair and Replacement Reserve Account to pay for repairs or replacements upon delivery to the Trustee of a certificate signed by the President or Treasurer of the University setting forth the sum to be withdrawn and certifying that such repairs or replacements are necessary. Until required for such purposes, the Repair and Replacement Reserve Account may be invested by the Trustee in such direct obligations of the United States as the President or the Treasurer of the University shall direct in writing, which obligations shall mature not more than five years from the date of investment.

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Investments made pursuant to this Section 7 of any amounts in any Special Fund created in the Original Bond Resolution and the Interest thereon and the proceeds thereof shall constitute part of that Special Fund and be added to that particular fund. Such investments shall be sold, exchanged or collected from time to time as directed by the President and the Treasurer of the University, and the Trustee shall be under no liability and have no responsibility in connection with such investment, or the sale, exchange or collection thereof, provided the directions of said officers are follows:

Section 8. Trust Agreement. The President of the University and the Chairman of the Board, and each of them, are authorized to execute, acknowledge, and deliver, and the Secretary of the Board and the Treasurer of the University, and each of them are authorized to sign and attest the Second Supplemental Trust Agreement with the Trustee above referred to containing provisions designed to implement the terms, provisions and covenants of this Resolution and in form and substance consistent herewith and satisfactory to the officers executing the same and the Original Purchasers of the Series E Bonds. The terms and provisions of the Trust Agreement are hereby confirmed and adopted and the terms of said Trust Agreement purporting to be applicable to the Series A, B, C, D and F Bonds or to the Projects to be constructed from the proceeds of the Series A, B, C, and D Bonds shall be deemed equally applicable to the Series E Bonds and the Project covered by this Resolution to the extent that the same are not inconsistent with the terms or provisions of this Resolution and the context so permits.

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Section 9. Definitions. When the context so permits, the following terms shall have the following meanings:

"Additional Bonds" shall mean bonds issued pursuant to the Trust Agreement and the Original Bond Resolution in addition to and on a parity with the Series A and B Bonds, and "Bonds" shall mean both the Series A and B Bonds and Additional Bonds; "Dormitory Facilities" shall mean buildings, groups of buildings or parts of or additions to buildings, the sites therefor, and the dining halls constituting part thereof, now or hereafter constructed, acquired by or under the control of the Board and authorized to be constructed, equipped, maintained and operated by Section 3345.07 of the Revised Code of Ohio, including dormitories, dormitory additions and additional dormitories, married student housing facilities or projects, dining halls, whether separate from or located in any of the foregoing, and all separate or connected buildings, sites, equipment, structures and utilities to be used in connection with the operation or maintenance of, or in any way supplementing the service or facilities to be provided by such buildings; "Agreement" or "Trust Agreement" shall refer to the Trust Agreement dated as of January 1, 1962 as from time to time supplemented pursuant to its terms; "Net Income" shall mean the receipts from operation of the applicable dormitory facilities less reasonable and proper operating and maintenance expenses thereof; "Original Purchasers" shall mean the United States of America or such other original purchasers of the Series E Bonds; the "Reasonable and proper Operating and Maintenance Expenses" of the Dormitory Facilities shall mean all ordinary and usual reasonable expenditures necessary to the operation, repair and maintenance of the Dormitory Facilities including, without limiting the generality of the foregoing, taxes, fees and expenses of the Trustee and paying agents and any expenses required to be paid by the Bond Resolution or the Trust Agreement, but excluding provision or expenditure for depreciation or capital replacement, or expenditures for administration or regulation of the occupants of the Dormitory Facilities which do not constitute costs of the type included as costs of operation of dormitories under the present accounting practice of the University, or expenditures for extraordinary repairs or replacements payable from the Repair and Replacement Reserve Account or payments to the Bond and Interest Sinking Fund Account or Repair and Replacement Reserve Account; "Trustee" refers to the Trustee under the Trust Agreement, presently The City National Bank and Trust Company of Columbus, Columbus, Ohio; any reference to an officer of the University or of the Board in this Resolution shall refer to the person holding such office, or in the event of resignation, absence or incapacity or vacancy in such office, then the person performing the duties of such office; any reference to Section 3345.07 of the Revised Code of Ohio shall, where the context permits, mean said section as it now exists and as it is from time to time amended, supplemented or affected by later legislation.

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Section 10. General. The appropriate officers of the University and the Board and the Trustee designated in the Trust Agreement are authorized and directed to do all things necessary or proper to carry out the terms and provisions of this Resolution, the Series E Bonds, the Trust Agreement, and the Loan Agreement, and to effect the execution, authentication, sale and delivery of said Series E Bonds in accordance therewith. The obligations imposed upon the University under this Resolution or the Trust Agreement are established as duties specifically enjoined upon the University, and Board and the officials of the University by law and result from their respective offices, trust or stations within the meaning of Section 2731.01 of the Revised Code of Ohio. The requirements of this Resolution and the Trusts hereby created are established in furtherance of the application of the borrowed funds and the pledge of receipts for the purposes authorized by Section 3345.07 of the Revised Code of Ohio and constitute terms which the Board has deemed proper under which such funds are borrowed.

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WHEREAS, the texts of the Series E Bonds and the coupons, if any, to be attached thereto and the authentication certificate of Trustee to be endorsed thereon are to be substantially in the following forms, with such variations as may be required by the Original Purchasers and approved by the President and Treasurer of the University, provided that such Bonds shall contain no terms or provisions inconsistent with the Bond Resolution or Trust Agreement.

(Form of Coupon Bond)

The form of coupon bond shall be identical with the form of coupon bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond, Series E" and there shall be substituted in such form in lieu of the corresponding paragraphs and Trustee's Certificate and corresponding coupon form in said coupon bond the following paragraphs and coupon form:

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This bond is one of a duly authorized issue of $3,250,000 of The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series E, issued pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board of Trustees set forth in the Agreement (herein collectively called the "Bond Resolution") for the purpose of providing funds to construct certain new dormitory facilities and secured by Trust Agreement dated as of January 1, 1962, as heretofore and hereafter supplemented in accordance with its terms, between the University and the above-named Trustee (herein, altogether with the Bond Resolution, collectively called the "Agreement").

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The University hereby reserves the right to call and redeem the bonds of this Series maturing after January 1, 1974, as a whole, or in part, in inverse numerical order on any interest payment date on or after July 1, 1974 at par and accrued interest to the redemption date, plus redemption premiums as follows: 3% if redeemed July 1, 1974 through January 1, 1979; 2 1/2% if redeemed July 1, 1979 through January 1, 1984; 2% if redeemed July 1, 1984 through January 1, 1989; 1 1/2% if redeemed July 1, 1989 through January 1, 1994; 1% if redeemed July 1, 1994 through January 1, 1999; 0% if redeemed after January 1, 1999.

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The Series E Bonds, together with bonds heretofore issued under the Agreement and such Additional Bonds as may be issued on a parity therewith under said Agreement, (herein collectively called the Bonds) are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or of date of Bond, sale, execution or delivery, by the Agreement, (as defined in the Agreement) now or hereafter under the control of the Board of Trustees after provision only for reasonable operating and maintenance expenses thereof.

IN WITNESS WHEREOF, the President and Trustees of The Ohio University and its Board of Trustees, jointly and severally, have caused this Bond to be signed by the facsimile signatures of the Chairman of the Board of Trustees and of the President of the University and to be attested by the Secretary of the Board of Trustees and to bear a facsimile of the seal of the University and the interest coupons attached hereto to bear the facsimile signature of the Secretary of the Board of Trustees of the University, all as of January 1, 1964.

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY
and
THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

By (Facsimile signature of Chairman of the Board)
Chairman of the Board of Trustees

and by (Facsimile signature)
President of the University

Attest: _____
Secretary of the Board of Trustees

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(Form of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Second Supplemental Trust Agreement dated as of January 1, 1964.

THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, Columbus, Ohio
Trustee

By _____
Authorized Officer

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(Form of Coupon)

On the first day of _____, 19_____, (unless the bond designated herein has been duly called for previous redemption and payment thereof duly provided for,) The President and Trustees of The Ohio University and its Board of Trustees, as such Trustees and not individually, will pay to bearer, but only from the sources and in the manner provided in the Trust Agreement cated as of January 1, 1962, and supplement thereto dated January 1, 1964, between the said University and said Board and The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee, and not from the general or ordinary funds of the State of Ohio or said Board of University, on the surrender of this coupon at the principal office of The City National Bank and Trust Company of Columbus, Ohio, or at the option of the holder, at the principal office of The Chase Manhattan Bank in the Borough of Manhattan, City and State of New York _____ dollars ($_____) in lawful money of the United States of America, being interest then due on The Ohio University and its Board of Trustees Housing and Dining Revenue Bonds, Series E dated January 1, 1964.

Bond No.

Coupon No.

(Facsimile signature)
Secretary of the Board of Trustees

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(Form of Fully Registered Bond of Single Maturity)

The form of Registered Bonds without coupons of single maturity shall be identical with the form of Registered Bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond, Series E," the payee shall be United States of America, Secretary of Housing and Urban Development, or his successor, and there shall be substituted in such form in lieu of the corresponding paragraphs and Trustee's Certificate in said Registered Bond the following paragraphs:

This Bond is one of a duly authorized issue of $3,250,000 of The Ohio University and its Boardof Trustees Housing and Dining Revenue Bonds, Series E, issued and to be issued from time to time, pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board of Trustees set forth in the Agreement (herein collectively called the "Bond Resolution") for the purpose of providing funds to construct certain new dormitory facilities and secured by Trust Agreement dated as of January 1, 1962, as heretofore and hereafter supplemented in accordance with its terms, between the University and the above-named Trustee (herein, together with the Bond Resolution, collectively called the "Agreement.")

The University hereby reserves the right to call and redeem the Bonds of this Series maturing after January 1, 1974 as a whole, or in part, in inverse numerical order on any interest payment date on or after July 1, 1974 at par and accrued interest to the redemption date, plus redemption premiums as follows: 3% if redeemed July 1, 1974 through January 1, 1979; 2 1/2% if redeemed July 1, 1979 through January 1, 1984; 2% if redeemed July 1, 1984 through January 1, 1989; 1 1/2% if redeemed July 1, 1989 through January 1, 1994; 1% if redeemed July 1, 1994 through January 1, 1999, 0% if redeemed after January 1, 1999.

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The Series E Bonds, together with such bonds heretofore issued under the Agreement and such Additional Bonds as may be issued on a parity therewith under said Agreement, (herein collectively called the "Bonds") are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or date of Bond, sale, execution or delivery, by the Agreement, creating a prior pledge of the receipts of all Dormitory Facilities (as defined in the Agreement) now or hereafter under the control of the Board of Trustees after provision only for reasonable operating and maintenance expenses thereof.

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(Form of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Second Supplemental Trust Agreement dated as of January 1, 1964.

THE CITY NATIONAL BANK AND TRUST COMPANY
OF COLUMBUS, Columbus, Ohio
Trustee

By _____
Authorized Officer

(Form of Single Fully Registered Bond
covering more than One maturity)

The form of Single Fully Registered Bond without coupons shall be identical with the form of Single Fully Registered Bond set forth in the Trust Agreement dated as of January 1, 1962 except that it shall be designated "The Ohio University and its Board of Trustees Housing and Dining Revenue Bond, Series E", bearing interest from January 1, 1964, and there shall be substituted in such form in lieu of the corresponding paragraphs and Trustee's Certificate the following paragraphs:

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This Bond, designated The Ohio University and its Board of Trustees Housing and Dining Revenue Bond, Series E (herein referred to as the Bond), is issued in lieu of an issue of a like principal amount of serial coupon bonds of similar designation maturing in the amounts and on the dates of the above installments, bearing interest at the same rate and each in the denomination of $6,000, and, with the above coupon bonds, is authorized to be issued, pursuant to Section 3345.07 of the Revised Code of Ohio and the Resolutions of the Board set forth in the Agreement (herein collectively called the "Bond Resolution") and the Trust Agreement described below, for the purpose of paying the costs of constructing certain new dormitory facilities and repaying advances made for that purpose and is secured by Trust

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Agreement dated as of January 1, 1962, as heretofore and hereafter supplemented in accordance with its terms, between the University and The City National Bank and Trust Company of Columbus, Columbus, Ohio, as Trustee (herein collectively called the "Trust Agreement"). This Bond is exchangeable at the sole expense of the University at any time, upon 90 days' notice, at the request of the registered owner hereof and upon surrender of this Bond at the office of the Trustee, together with an assignment and instructions duly executed by the registered owner in such form as shall be satisfactory to the Trustee, for coupon bonds authorized by the Trust Agreement bearing interest payable on the same dates and at the same rate and maturing in the same amounts and on the same dates as the then unpaid installments of this Bond, with coupons attached representing all unpaid interest due or to become due thereon, or for single maturity registered Bonds without coupons authorized by the Trust Agreement bearing interest payable on the same dates and at the same rate and maturing in the same amounts and on the same dates as the then unpaid installments of this Bond.

****

The Series E Bonds, together with Bonds heretofore issued under the Agreement, and such Additional Bonds as may be issued on a parity therewith under said Agreement, are, and are to be, secured only, but equally and ratably without priority one over another by reason of number or of date of Bond, sale, execution or delivery, by the Trust Agreement, creating a prior pledge of the receipts of all Dormitory Facilities now or hereafter under the control of the Board of Trustees as defined in the Trust Agreement after provisions only for reasonable operating and maintenance expenses thereof.

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IN WITNESS WHEREOF, The President and Trustees of the Ohio University and its Board of Trustees, jointly and severally, have caused this Bond to be signed by the facsimile signatures of the Chairman of the Board of Trustees and of the President of the University and to be attested by the Secretary of the Board of Trustees and to bear a facsimile of the seal of the University, all as of January 1, 1964.

THE PRESIDENT AND TRUSTEES OF THE
OHIO UNIVERSITY AND THE BOARD OF
TRUSTEES OF THE PRESIDENT AND
TRUSTEES OF THE OHIO UNIVERSITY
(Facsimile signature of Chairman
of the Board of Trustees)

By _____
Chairman of the Board of Trustees

And by (Facsimile signature)
President of the University

Attest:

_____
(Secretary of the Board of Trustees

****

(Form of Trustee's Authentication Certificate)

TRUSTEE'S CERTIFICATE

This Bond is one of the Bonds described in the within mentioned Trust Agreement as supplemented by Second Supplemental Trust Agreement dated as of January 1, 1964.

THE CITY NATIONAL BANK AND TRUST COMPANY OF
COLUMBUS, Columbus, Ohio
Trustee

By _____
Authorized Officer

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NOW, THEREFORE, THIS SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH: that in order to secure the payment of the principal of and interest on the Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein and herein, in the Bond Resolution and in the Trust Agreement contained, and for and in consideration of the premises and of the purchase and acceptance of the Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the University has executed and delivered

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this Second Supplemental Agreement.

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Trust Agreement and in this Supplement set forth for the equal and proportionate benefit and security of all present and future holders of the Bonds and appurtenant coupons issued or to be issued under and secured by the said agreements, without preference, priority or distinction, as to lien or otherwise, of any one bond or coupon over any other by reason of priority in the time of the issue or negotiation thereof or otherwise, except as may be otherwise expressly provided in said Trust Agreement.

AND IT IS HEREBY COVENANTED AND DECLARED by the University with the Trustee and its successors in the trust under the Trust Agreement for the benefit of those who shall hold such Bonds and appurtenant coupons at any time issued and outstanding under the Trust Agreement as follows:

Section 1. Incorporation of Bond Resolution. The Series E Bond Resolution is hereby made a part of this Supplement and of the Trust Agreement.

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Section 2. Form, Execution and Delivery of Series E Bonds. The Series E Bonds shall be executed, authenticated and delivered as provided herein, and said Series E Bonds, the coupons to be attached thereto, and the certificate of authentication of the Trustee to be endorsed thereon shall be substantially in the form provided herein with any necessary modifications to conform hereto and to any requirements of the Department of Housing and Urban Development if the United States purchases any of said Series E Bonds.

Section 3. Proceeds of Sale. The proceeds from the sale of the Series E Bonds shall be applied as provided in the Bond Resolution.

Section 4. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Trust Agreement and in this or any other Supplement set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or the due execution thereof by the University, nor for or in respect of the recitals herein contained, all of which recitals are made by the University solely. In general, each and every term and condition contained in the Original Trust Agreement shall apply to this supplement, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplement.

In the event of conflict between the terms and conditions of the Original Trust Agreement and this Supplement, the provisions of the Original Trust Agreement shall control except where the provisions of this Supplement conform to the requirements of the Loan Agreement described in the Series E Bond Resolution.

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IN WITNESS WHEREOF, The President and Trustees of The Ohio University and its Board of Trustees has caused this Agreement to be signed in their names by the Chairman of the Board and by the President of the University and its corporate seal to be hereunto affixed and the same to be attested by the Secretary of the Board, and The City National Bank and Trust Company of Columbus, Columbus, Ohio, to evidence its acceptance of the trust hereby created, has caused this Agreement to be signed in its name by one of its Vice Presidents and one of its Trust Officers and its corporate seal to be hereunto affixed and the same to be attested by a Trust Officer, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY
and
THE BOARD OF AND TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

By
Chairman of the Board

And by
President of the University

Attest:

Secretary

THE CITY NATIONAL BANK AND TRUST COMPANY OF COLUMBUS, Columbus, Ohio Trustee

(Seal)

By
Vice President

And by
Trust Officer

Attest:

Trust Officer

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State of Ohio,

County of Athens, ss:

On this _____ day of _____, 196____, before me a Notary Public in and for said County and State personally appeared _____, Chairman of the Board of Trustees of The President and Trustees of Ohio University, and _____, the President of the University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and its Board of Trustees and the voluntary and corporate act and deed of said University and Board of Trustees.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

_____
Notary Public

State of Ohio

County of Franklin, ss:

On this _____ day of _____, 196_____, before me a Notary Public in and for said County and State personally appeared _____ and _____, Vice President and Trust Officer, respectively, of The City National Bank and Trust Company of Columbus, Columbus, Ohio, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said The City National Bank and Trust Company of Columbus, Columbus, Ohio.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

_____
Notary Public

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Mr. Milar presented another resolution ratifying and confirming the parietal rules and rental rates for dormitory project No. CH-OHIO-173 (D).

It was then moved by Mr. Kennedy, seconded by Mr. Baxter, that the following resolution be adopted and on roll call the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Galbreath, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

RESOLUTION RATIFYING AND CONFIRMING PARIETAL RULES AND RENTAL RATES FOR DORMITORY PROJECT NO. CH-OHIO-173 (D)

BE IT RESOLVED by the Board of Trustees of The President and Trustees of The Ohio University that the Resolutions adopted at the meeting of the Board on April 17, 1962, providing for and establishing Parietal Rules for the dormitory facilities of the University, and providing for and establishing rental rates for such facilities, including the Married Student Apartment, as amended and revised by resolution of this Board adopted May 12, 1965, are hereby ratified and confirmed and such Parietal Rules and rental rates are hereby extended and made applicable to Dormitory and appurtenant facilities, known as Department of Housing and Urban Development Project No. CH-OHIO-173 (D).

Mr. O'Brien then called the Board's attention to the following resolution which is required as part of an application for the transfer of approximately 53 acres of land from the Federal government to the Chillicothe Branch of Ohio University.

It was moved by Mr. Johnson, seconded by Mr. Baxter that the following resolution be adopted, and on roll call, the following votes were recorded: Baxter, aye; Brown, aye; Casto, aye; Galbreath, aye; Herrold, aye; Johnson, aye; Kennedy, aye; and Stocker, aye.

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RESOLUTION

WHEREAS, certain real property owned by the United States, located in the County of Ross, State of Ohio, has been declared surplus and is subject to assignment for disposal for educational purposes by the Secretary of Health, Education, and Welfare, under the provisions of Section 203 (k) (1) of the Federal property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and rules and regulations promulgated pursuant thereto, more particularly described as follows:

Situate in the Township of Scioto, County of Ross, State of Ohio,

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being a part of Virginia Military Surveys 1418 and 1445, bounded and described as follows: Beginning at a point in the centerline of Old U. S. 35 (now County Road No. 127, known as Egypt Pike), said point being concrete monument #56 (U.S.A. Monument #56). Thence along the centerline of said county road No. 127, South 40 degrees 10 minutes 40 seconds East 78.46 feet to concrete monument #57 (U.S.A. Monument #57). Thence with said centerline of county road No. 127, South 21 degrees 01 minute 40 seconds East 109.56 feet to concrete monument #58 (U.S.A. Monument #58), said monument being the division line between lands acquired from Kathe and Schaefer and now owned by the United States of America. Thence along the said division South 62 degrees 08 minutes 39 seconds West 219.03 feet to concrete monument #60 (U.S.A. Monument #60). Thence South 12 degrees 41 minutes 00 seconds East 384.03 feet to concrete monument #61 (U.S.A. Monument #61). Thence North 62 degrees 09 minutes 53 seconds East 222.78 feet to concrete monument #63 (U.S.A. Monument #63), said monument being in the centerline of County Road No. 127. Thence along the centerline of said county road No. 127 South 16 degrees 00 minutes 30 seconds East 383.60 feet to concrete monument #64 (U.S.A. Monument #64). Thence with a line bearing South 27 degrees 23 minutes 30 seconds West 43.53 feet to concrete monument #65 (U.S.A. Monument #65), said monument being a Northeasterly corner to a parcel leased to the United States Department of Agriculture (Commodity Credit Corporation). Thence with an Easterly line of said tract and a line parallel to the centerline of county road No. 127 North 16 degrees 00 minutes 30 seconds West 31.00 feet to an iron pin in the fence line, being the westerly right of way line of county road No. 127. Said pin is the Northeast corner of the tract leased to the Commodity Credit Corporation. Thence with the North line of the tract leased to the Commodity Credit Corporation South 53 degrees 33 minutes 36 seconds West 858.78 feet to the Northwest corner of said tract, said point being in the North right of way line of new U.S. Route 35 and being 117.57 feet left of centerline Sta. 1012 + 21.54 of said highway. Thence with said right of way line of U.S. 35 North 18 degrees 00, minutes 57 seconds West 87.95 feet to a point 170.00 feet to the left of centerline Sta. 1011 + 50. Thence with said right of way line of U. S. 35 North 53 degrees 29 minutes 16 seconds West 694.06 feet to a point 160.00 feet left of centerline Sta. 1004 + 45.77. Thence continuing with said right of way line of U.S. 35 North 50 degrees 54 minutes 03 seconds West 982.77 feet, more or less, to a point 160.00 feet opposite centerline Sta. 994 + 63. (This station is approximate). Thence with a fence line through the tract of which this is a part North 34 degrees 31 minutes 34 seconds East 1265.38 feet to a point in the centerline of Old U.S. 35, now county road No. 127 called Egypt Pike. Thence with the centerline of county road No. 127 South 55 degrees 23 minutes 26 seconds East 1292.00 feet, more or less, to the place of beginning, containing 53.317 acres, more or less. (The above described tract is a part of the lands conveyed to the United States of America from Bernard Kathe by deed dated June 16, 1919, and recorded in Volume 185, Page 243, Ross County Deed Records; also being a part of the lands conveyed to the United States of America from Margaret F. Marfield by deed dated June 20, 1919, and recorded in Volume 185, Page 320, Ross County Deed Records; also being all of the tract of land conveyed to the United States of America from Henry Schaefer by deed dated June E, 1919, and recorded in Volume 185, Page 255, Ross County Deed Records.) The description of this tract was calculated by using the bear ings and distances of the original property line survey of Camp Sherman in 1919 and the bearings and distances of the survey of the relocated U. S. Route 35 through the lands of the United States of America made in 1961. This description was not written as the result of an actual field survey and is not intended as such.

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WHEREAS, The President and Trustees of The Ohio University, needs and can utilize said property for educational purposes in accordance with the requirements o f said Act and the rules and regulations promulgated thereunder;

NOW THEREFORE, BE IT RESOLVED, that The President and Trustees of The Ohio University, shall make application to the Secretary of Health , Education, and Welfare for and secure the transfer to it of the above-mentioned property for said use upon and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the Secretary of Health, Education, and Welfare, or his authorized representative, may require in connection with the disposal of said property under said Act and the rules and regulations issued pursuant thereto; and

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BE IT FURTHER RESOLVED, that The President and Trustees of The Ohio University, has legal authority, is willing and is in a position to assume immediate care and maintenance of the property, and that John F. Miller, Treasurer, be and he is hereby authorized, for and on behalf of the President and Trustees of The Ohio University, to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, and the payment of any and all sums necessary on account of the purchase price thereof or on account of fees or costs incurred in connection with the transfer of said property for surveys, title searches, appraisals, recordation of instruments, or escrow costs.

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The President and Trustees of
the Ohio University

I, Paul R. O'Brien, hereby certify that I am the Secretary of the President and Trustees of The Ohio University, and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said The President and Trustees of the Ohio University, present at a meeting of said Board on the 28 day of February, 1967 at which a quorum was present.

Paul R. O'Brien
Secretary

_____
Notary Public

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President Alden then reported that Chancellor Millett of the Ohio Board of Regents had called a meeting of all of the presidents of universities in Ohio who are obtaining state aid at this time, as well as all members of the Boards of Trustees that could attent, to be present at a meeting to be held in Columbus on March 1, commencing at 6:30 p.m. The President reported that this meeting was set up in order to explain to the presidents and board members the budget submitted by the Governor to the state legislature and consider strategy for obtaining voter approval for a bond resolution to be submitted to the voters in the near future. The President hoped all the members of the Board of Trustees who could, would attend this meeting.

Mr. Lausche called the Board's attention to an easement for a right-of-way requested by the City of Zanesville for the extension of a water main to our Zanesville Branch building.

It was moved by Mr. Herrold, seconded by Mr. Casto, and unanimously carried that the following easement be granted the City of Zanesville.

RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, _____

_____

do hereby grant unto the City of Zanesville, Ohio, a right of way over and through the following described strip of land, situated in _____, County of Muskingum and State of Ohio, of which said grantors herein warrant they are the owners in fee simple.

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The right of way is described as being over and through a strip of land fifteen (15) feet in width, situated adjacent to and along the south line of grantors property, which property is more particularly described in the deed to grantors herein, which deed is recorded in Deed Book 524, Page 1136, of the Deed Records of Muskingum County, Ohio, and to which deed, reference is here had and made for a more particular description thereof. The said fifteen (15) foot strip of land is bounded and described as shown on attached sketch.

A temporary right of way fifteen (15) feet in width located adjacent to and on the north side of the above described permanent right of way is hereby granted by the grantors herein for the period of time required to construct the water main.

The right of way and temporary right of way herein conveyed by the grantors herein to the City of Zanesville, Ohio, are predicated on the following conditions and obligations:

(a) That the said fifteen (15) foot right of way is to be used solely for the purpose of construction, maintaining and operating a 16" water line, together with necessary valves for the transportation of water and with the right of unimpared access to said strip of land for all purposes necessary and incident to the construction, operation and maintenance and, from time to time, alter, repair or remove the same.

The grantors herein reserve the right to fully use and enjoy said premises for all purposes consistent with the full use and enjoyment of the right of way herein granted except the construction of buildings directly over the said 15 foot wide strip of land.

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(b) That the 15 foot wide temporary right of way is to be used solely for the purpose of temporarily stock piling excavated material during water main construction in the 15 foot wide permanent right of way situated adjacent thereto.

(c) Immediately after completion of the water line, the two right-of-way strips conveyed herein shall be completely raked clean of all loose material and construction debris, and removed from the site by the grantee.

(d) Any vegetated areas supporting lawn or pasture grass that was destroyed during construction, shall be reseeded with similar grasses at the cost of the grantee.

(e) Any trees, shrubbery or fencing removed or destroyed during construction, shall be replaced at the cost of the grantee and to the complete satisfaction of the grantor.

(f) Any driveway and/or parking areas removed, damaged, or destroyed during construction, shall be replaced using the same materials as used originally in the construction of the said driveway and/or parking areas, at the expense of the City of Zanesville, Ohio, grantee herein, and to the complete satisfaction of the grantors herein.

(g) That at all times during construction, grantee herein will insure that the grantor herein will have access to its or their residences or place of business located adjacent to the construction area.

(h) The City of Zanesville, Ohio, grantee herein, shall have the right to change the size of its water main, the damages, if any, in making such change to be paid by the grantee.

The rights herein granted may be assigned in whole or in part, and the terms, conditions and provisions thereof, shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said grantor has hereunto set _____ hand this _____ day of _____, 196 .

SIGNED AND ACKNOWLEDGE
IN THE PRESENCE OF: _____

_____ _____

_____ _____

STATE OF OHIO

COUNTY OF MUSKINGUM, SS:

BE IT REMEMBERED that on the _____ day of _____, 19___, before me, the subscriber, a Notary Public in and for said county, personally came the above named _____ the grantor in the foregoing instrument and acknowledge the signing of the same to be _____ voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public

APPROVED AS TO FORM

_____
CITY SOLICITOR

This instrument was prepared by
Paul J. Borowitz
Attorney at Law
Zanesville, Ohio

Mr. Lausche then presented a request for an easement to be granted the Columbus and Southern Ohio Electric Company for a transmission line over property Ohio University had obtained from the Athens State Hospital. This easement was for 15 years at an annual rate of $76.00 and was to be signed by the governor.

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It was moved by Mr. Johnson, and seconded by Mr. Herrold and unanimously passed that an easement between the Columbus and Southern Ohio Electric Company and the State of Ohio at an annual rental rate of $76.00 for transmission line across property used by Ohio University be approved.

The Secretary called the Board's attention to action they had taken on September 28, 1966, authorizing the university's administrative authorities to arrange a trade with the Athens County Comissioners for certain land at our present airport and it was pointed out that we no longer plan to develop this airport into a commercial airport and the trade will not be necessary. 166

After a discussion of this proposal, it was moved by Mr. Johnson, seconded by Mr. Baxter, and unanimously carried that the action of the Board of Trustees as taken September 28, 1966, authorizing a trade of land between the Athens County Commissioners and the Board of Trustees of Ohio University, be rescinded.

Mr. Lausche presented a recommendation from the Director of the Department of Public Works to employ the architectural firm of Brubaker and Brandt of Columbus, Ohio, to prepare plans and specifications for the hangar at the airport.

After a discussion of this firm, it was moved by Mr. Johnson, seconded by Mr. Casto, and unanimously carried that the architectural firm of Brubaker and Brandt, 1473 W. Fifth Avenue, Columbus, Ohio, be recommended to the Director of the Department of Public Works for employment to prepare plans and specifications for a new hangar on our present airport site.

Mr. Lausche also presented a recommendation from the Director of the Department of Public Works to employ the firm of Tully, Hobbs, and Partners of Columbus, Ohio, to prepare plans and specifications for Phase III of the Science Complex.

After a discussion of this, it was moved by Mr. Casto, seconded by Mr. Baxter, and unanimously carried that the architectural firm of Tully, Hobbs, and Partners, Columbus, Ohio, be recommended to the Director of the Department of Public Works to prepare plans and specifications and supervise construction of Phase III of the science complex.

There was then a discussion of the future need to increase the football stadium, and after a discussion, it was moved by Mr. Herrold, seconded by Mr. Brown, and unanimously carried that the architectural firm of Noble W. Herzberg & Associates, 7333 Fair Oaks Road, Oakwood Village, Ohio, be employed to prepare a feasibility study of enlarging our present football stadium, at a fee not to exceed $2500.00. 165

Mr. Lausche was then asked to review the bids that were received on February 16, 1967, on the Lancaster Branch building. He presented the following bids and amounts as the lowest and best acceptable bids on this project:

Knowlton Construction Company	$1,216,100.00
Tiffin Scenic Studios, Inc.	55,862.00
Southern Desk Company	43,800.00
The Gesling Company	311,000.00
Nova Company, Inc.	98,333.00
American Electric Works, Inc.	246,700.00
TOTAL CONTRACTS RECOMMENDED	$1,971,795.00
TOTAL ARCHITECT'S FEE (milosevich & Trautwein)	113,448.73
STATE ARCHITECT'S FEES	8,929.49
LOOSE EQUIPMENT, BOOK STOCKAGE, ADVERTISING & CONTINGENCIES	256,826.78
TOTAL RECOMMENDED	$2,351,000.00

Mr. Lausche pointed out that the Huffman-Wolfe Company had submitted a bid $218.00 lower for heating, ventilating and air conditioning than The Gesling Company, but the Huffman-Wolfe Company bid did not comply with Governor Rhodes' executive order in regard to discrimination.

It was then moved by Mr. Johnson and seconded by Mr. Herrold and unanimously carried that the Board of Trustees recommend that the Director of the Department of Public Works enter into contracts with the following contractors in the amounts indicated for the Lancaster Branch building: 164

Contractor	Bid
Knowlton Construction Co. P. O. Box 250 Bellefontaine, Ohio 43311	
ITEM #1 - General Contract	$1,217,700.00
Alt. G-1 (Eliminate flues, reduce stack)	- 1,800.00
Alt. G-2 (Add concrete Light-Pole Bases)	+ 200.00
TOTAL GENERAL CONTRACT	$1,216,100.00

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Contractor		Bid
Tiffin Scenic Studios, Inc. 146 Riverside Drive Tiffin, Ohio ITEM #2 - Stage Equipment Contract		$ 55,862.00
Southern Desk Co. A Div. of Drexel Enterprises, Inc. Hickory, North Carolina ITEM #3 - Laboratory Equipment Contract		$ 43,800.00
The Gesling Company 1856 W. Main Street Lancaster, Ohio 43130 ITEM #4 - Heating, Ventilating and Air Conditioning Contract		$ 310,000.00
Alt. HV-1 (Electric Boilers in lieu of Gas)		+ 1,000.00
TOTAL HEATING, VENTILATING & AIR CONDITIONING CONTRACT		$ 311,000.00
Nova Co., Inc. 37462 Colorado Avenue Avon, Ohio ITEM #5 - Plumbing Contract		$ 99,853.00
Alt. P-1 (Electric Water Heating)		- 1,520.00
TOTAL PLUMBING CONTRACT		$ 98,333.00
American Electric Works, Inc. 384 North Sixth Street Columbus, Ohio ITEM #6 - Electric Contract		$ 246,800.00
Alt. E-1 (All Electric Building)		- 4,200.00
Alt. E-2 (Additional Exterior Lights)		+ 4,100.00
TOTAL ELECTRIC CONTRACT		$ 246,700.00
TOTAL CONTRACTS RECOMMENDED		$1,971,795.00
ASSOCIATE ARCHITECT'S FEE		
$1,000,000.00 @ 6 % =	$ 60,000.00	
971,795.00 @ 5 1/2% =	53,448.73	
Total Architect's Fee	$113,448.73	113,448.73
Less Amount Previously Encumbered	- 94,397.00	
	$ 19,051.73	
STATE ARCHITECT'S ADMIN. EXPENSES		
1st Million	$ 6,500.00	
971,795.00 @ .25% =	2,429.49	
Total State Architect's Fee	$ 8,929.49	8,929.49
Less Previously Encumbered	- 8,063.50	
Additional Amount Required	$ 865.99	
LOOSE EQUIPMENT, BOOK STOCKAGE ADVERTISING AND CONTINGENCIES		256,826.78
TOTAL RECOMMENDED		$2,351,000.00

Mr. Johnson then presented the following biography of Major Henry Massie and recommended that the building under construction at the Ohio University Portsmouth Branch be named in his honor.

A BIOGRAPHY OF MAJOR HENRY MASSIE

Major Henry Massie was a son of Nathaniel Massie, of Goochland County, Virginia, and Elizabeth Watkins his wife, and was born February 7, 1768. His elder brother, General Nathaniel Massie, founder of Manchester and Chillicothe, was born in 1763. His father was said to have been a Colonel in the Revolutionary War. He was well educated, but the place or extent of his education is unknown. It is certain that among his educational acquirements was the science and art of surveying.

He followed his brother, Nathaniel, to the Northwest Territory and became a land speculator. Like all men of his time, he was in the militia, and rose to the position of Major. He married Helen Bullitt, daughter of Colonel Alexander Scott Bullitt, one of the first settlers of Jefferson County, Kentucky. No children were born to them, but they adopted four -- two of his own nieces, and two of his wife's nephews.

He died February 8, 1830, and is interred at Oxmore, the family burial place of the Bullitts.

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Henry Massie came to the site of Portsmouth as early as 1798. He saw what others failed to see, that Alexandria was predestined to failure, and undertook to purchase lands on higher grounds on the eastern side of the Scioto. Anyone who has real estate in Portsmouth, Ohio, and can trace it clear to Henry Massie, has a good title.

When Massie began to sell lots, he usually sold a lot 82 1/2 feet front by 132 feet deep for $50. He was content to sell his land outside of the lots for $10. per acre.

In 1807 he vacated all of his town plat of 1803 north of the center line between Second and Third Streets, and made the inlots into outlots of about three acres each. This was probably done because he despaired of the town.

In summary, one might cite the following reasons for naming the new branch campus building in Portsmouth, "Henry Massie Hall":

1. Massie platted and gave the name of Portsmouth to the community which he founded.
2. He made the first provision for the establishment of public schools in Portsmouth through his land donations.
3. Henry Massie made many donations of land for the public good and for this reason it would seem proper that his name be applied to the new Ohio University-Portsmouth building located on Second Street.
4. There is no building in Portsmouth at the present time which bears the name "Henry Massie."
5. There would be little or no controversy in the community of Portsmouth if the name Henry Massie were chosen for the new Ohio University - Portsmouth building.

It was then moved by Mr. Johnson, seconded by Mr. Baxter, and unanimously carried that the new building under construction at the Ohio University Portsmouth Branch be named Henry Massie Hall. 161

Mr. Lausche then called the Board's attention to the action they had taken on December 7, 1966, relative to constructing an addition to the food service area of the Baker Center. Mr. Lausche reported that after further study, it had been determined that this addition could be increased by one additional floor of an additional cost of $75,000 and there was a definite need for this additional office space.

There was a discussion of this proposal and it was then moved by Mr. Johnson, seconded by Mr. Kennedy, and unanimously carried that the action taken by the Board of Trustees on December 7, 1966, be amended to increase the cost of the addition to the Baker Center food service area from $200,000 to $275,000 and that an additional floor be added to this addition.

The Secretary then called the Board's attention to a letter received from the City of Athens dated December 29 in which they request an annual contribution from the University of $12,000 to assist the city in the expansion of the fire fighting equipment and protection for the university buildings located in the City of Athens. This letter pointed out an Attorney General's opinion dated February 1, 1966, given to Bowling Green State University which authorized them to pay the City of Bowling Green an agreed sum for sharing the cost of furnishing fire protection to the university.

After a complete discussion of this letter, it was moved by Mr. Johnson, seconded by Mr. Brown, and unanimously carried that the Ohio University contribute to the City of Athens $12,000 on a one-year basis for sharing the cost of furnishing fire protection to the university provided that the Attorney General will approve this contribution. 160

Vice-President Whalen was then called upon to present a proposed residence planning program for the South Green dormitory complex and he reported as follows:

As an increasing amount of attention is focused on education today, universities are being forced constantly to evaluate and project plans for their future growth. Ohio University is currently involved in this time taking but certainly crucial process of planning her future campus. Recognizing the importance of a total educational environment, President Alden asked me last fall to form the Residence Planning Committee. This committee was to study and devise a proposal for the South Green C omplex, in conjunction with the architects, Wright, Gilfillen, and Keske.

Members representative of the entire University community were selected for the committee and have taken part in the formulation of plans for this extensive building project. Faculty, students, representatives from the Student Affairs Program, the Business Office, Academic Affairs, the Graduate College, Development Offices, members of the School of Architecture, University Sanitarians, and Residence Hall personnel have all been included on the Residence Planning Committee. The President delegated to me the authority to set up this committee and supervise its progress. I appointed Mr. Haines, a member of my program and Director of Housing, to chair this important committee.

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In the past, we have built our residence halls from the outside in! Now we are planning to build them from the inside out! Our first goal was to ascertain student needs on the campus. Last April Miss Emily Alexander joined our staff and spent three months doing an extensive, in-depth study of the residence halls on our campus. You received a report on this effort. Using the Alexander report on residence halls as the initial focal point, we developed a battery of test materials through the Office of Student Affairs Records and Research and administered this battery of materials to over 400 selected students. Students have in the past complained about lack of privacy, difficulty in finding adequate study space, lack of recreation facilities, expressed antipathies toward gang showers and long corridors, noise level, and so forth. We were interested in researching the validity of these. In addition to the test battery, extensive telephone and personal surveys were conducted on faculty and graduate students, using questions about the living arrangements and facilities which were most preferable or most objectionable. Layout plans from other university campuses were examined, and trips to other schools were undertaken. Cost analysis comparisons were tabulated from nationwide dormitory construction records, and all this material was then given to the architects. Hours were spent by the architects in interview with the Planning Committee, and with various other faculty and student groups. So, you see, months of study, research, travel, and interviewing have gone into the layout of the plans that you will look at today. These plans represent the physical expression of the information and ideas that the Residence Planning Committee and other persons from our campus gave to the architects. It is not often that universities undertake a major building project with such thorough and thoughtful research as this committee has used.

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As Ohio University continues to grow at an extremely rapid rate, the need for another entire student community becomes apparent. A community is not simply a group of randomly-placed buildings which meet the requirements of future student enrollment. A community is, on the contrary, a planned environment, where the buildings and the spaces in between them serve definite functions, and meet the needs of the inhabitants. We are fortunate at Ohio University to have, in the South Green, an ideal site for such a community. Finding the site is the first phase in campus planning.

The next step is to formulate a concept or philosophy to guide this planning. On many campuses across the country people are taking a new approach toward education. Students are saying that education is a continuous process which occurs outside as well as inside the classroom. Many prominent educators and administrators have agreed. The results are arrangements such as those at Michigan State: the "Living-learning" campus, for example, which correlates those aspects of college life in close physical proximity. There are a number of other interesting variations on this approach developing on other campuses. For these new approaches, education is not a process which occurs between 8 a.m. and 4 p.m., but it is a process of constant intellectual assimilation and expansion. It is not a matter of memorization and textbooks, but of human contact and the excitement of learning. With such a concept in mind, the Residence Planning Committee and the architects have been working on the new project for this University.

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The South Green community must meet the needs of students today, and insofar as possible, those of tomorrow too. Good buildings are constructed in character with their times, in proportion to their site, and in response to their fundamental purpose. New residence halls must be geared to the swift rate of growth at Ohio University, and they must be flexibly arranged so that they can accommodate the projected changes in composition of our student body.

Much of the dormitory space we have built on the campus is quite adequate, given normal occupancy. Our rapid growth and triple occupancy, however, have given rise to problems which threaten to affect the quality of our environment seriously. At present on our campus, normal student tensions and dissatisfactions are compounded by overcrowded conditions which make studying difficult and at times even impossible. Many of the expressed needs of our students are not now being met. The student feels his dormitory is more a place to eat and sleep and not a community in which to live. Much of what these students are asking for is not unreasonable, even though at times their demands may be made in terms of violence and exhibitionism. I think they are asking that students on tomorrow's campus of several thousand people find the inevitably impersonal atmosphere mitigated by a sense of identity in a community. Therefore, the building of the South Green is not simply a matter of supplying enough spaces to detriple. This might solve tangible physical problems, but the student community as I have said is much more than just a matter of housing. This is not a question of separate buildings, for just as hands and feet are essentially a part of the whole body, so each building of the South Green must be part of the whole living complex. New dormitories can and will be the center of the student community. The word "community" is the key to our planning for the South Green.

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Life in the new student community will encompass a variety of activities. Cultural events, formal and informal contact with faculty and graduate students; commercial concerns such as bookstores, drugstores, and snack shops; large and small recreation areas, adequate library and study facilities, private and public spaces inside as well as outside the dormitories--all these belong to the future South Green. Such a community becomes the focal point of intellectual as well as cultural stimulus. This would be a genuinely educational environment and we are on the threshold of creating such an environment at Ohio University.

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The plans you are considering are in many ways unique. The scale and appearance of our present campus have been kept clearly in mind. As a university grows in time, its makeup changes and its buildings might well reflect naturally the changing periods of time. These buildings will, I believe, complement and provide variety for those already built here. The design has been kept within the realms of economic feasibility as well. The cost of these residence halls is comparable with costs of recently-constructed residence halls at Ohio University, given the factor of higher labor costs for future construction. Good planning, therefore, involves greater time and effort but not necessarily greater expense. 155

On many campuses today planning is often either arbitrary or nonexistent. For the majority of educational institutions, dormitories are still only a matter of bed and board. Rarely is planning a collective effort such as that undertaken by our Residence Planning Committee. This institution has joined the ranks of the more progressive institutions of higher education in attempting to meet today's challenge and make the commitments to establish a truly educational environment.

In summary, let me say that the buildings we will present today were designed with several primary concerns in minds. Budgetary limitations have been observed; the character of our institution and the needs of our students have been taken into account. The nature of our times has been given consideration. I think you would like to know that the presentation you will see was approved for recommendation to you by the majority of the members of the Planning Committee at a dress rehearsal a few weeks ago.

We have all participated--we have not all agreed--but we have all been involved, and that is truly what a university community should be.

After this presentation, Dr. Whalen introduced the architects, Mr. Wright and Mr. Gilfellen, from the firm of Wright, Gilfellen and Keske who are preparing plans for our South Green dormitory project.

The architects then made a very complete and enlightening presentation of the proposed dormitory complex on the South Green including slides and a mock-up of the proposed building. 154

The Chairman thanked Mr. Wright and Mr. Gilfellen for their presentation and then recessed the meeting for lunch.

During the luncheon, the Chairman called the roll of members for comment on the proposed South Green dormitory complex as well as President Alden and Mr. Lausche.

In summarizing the comments of the Trustees, it was the consensus of this group that the concept of the entire design was good and should be pursued further. This group also felt that the proposed location of the first phase of the South Green complex was good; also that the mall idea proposed to get the students to the educational buildings should be approved; but that due to the appearance as well as the lack of confidence in the permanence of cement as a building material, it should not be used.

After a thorough discussion, it was moved by Mr. Johnson, seconded by Mr. Baxter and unanimously carried, that the architects be requested to proceed with this development and that the Architectural Committee be authorized to approve a final design, provided the architects make another presentation, which would include (1) the location as presented in the present plot plan, (2) the general interior design of the proposed buildings as presented today, (3) the mall as proposed in today's presentation, (4) the new buildings should be in brick or brick and Indiana limestone. (Cement should not be used on the exterior.) (5) It was suggested that different roof lines should be presented for consideration. (6) The advisability of using balconies should be carefully studied. (7) An attempt should be made to make the new buildings compatible with our present dormitory buildings. (8) The heights of the buildings could vary from four to seven stories. 153

Mr. Hecht then presented drawings showing the location of the proposed airport west of Albany, and reported that options had been obtained on sufficient ground to construct this airport as well as a golf course to be used by our students.

Mr. Hecht also reported that several of the options would expire in the very near future and it would be necessary for the Ohio University Fund to exercise these options as Ohio University will not be able to exercise the options at this time.

There was a general discussion of the importance of this project. It was then moved by Mr. Brown, seconded by Mr. Kennedy, and unanimously carried that the following resolution be adopted:

RESOLVED, that the Board of Trustees of Ohio University will purchase from the Ohio University Fund, Inc. 60 acres of land known as the Harry E. and Bessie Haning property located west of Albany at a price not to exceed $24,000.00; the Howard Stanley property located west of Albany consisting of 31 18/100 acres more or less at price of $30,000; and the Grace Hunter property located west of Albany consisting of 56 acres at a price of $19,600; making a total of $73,600 plus any expenses incurred by the Ohio University Fund providing that the Ohio University Fund cannot dispose of this property without pecuniary loss to the Fund.

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President Alden then reported to the Trustees that Governor Rhodes was going to recommend that a school of insurance be established at Ohio University in conjunction with our Business College. The President reported that the cost of establishing this school would be completely funded by the state. This school could develop into a very important adjunct to our College of Business as there are now no similar schools in the United States.

Mr. Hecht then presented a rendering of the proposed office building to be constructed on the land owned by Ohio University Fund located on Richland Avenue. Mr. Hecht explained the need we have for this additional space at Ohio University and the difficulty of obtaining state appropriations for office buildings. Mr. Hecht reported that we are now in the process of interesting some builders and someone to finance this building in order that it could be leased to the university to be used for office space.

After a discussion of this project, it was moved by Mr. Brown, seconded by Mr. Kennedy, and unanimously carried that the Executive Committee of the Board of Trustees be authorized to work out plans for the construction of this building with the understanding that they are authorized to enter into a lease for this building, the lease to run for 25 to 30 years at a reasonable rental rate with the understanding that the building will be donated to Ohio University at the end of the lease period.

President Alden then presented the following names for consideration by the Board of Trustees for the awarding of honorary degrees at the June commencement: the Hon. Nelson Rockefellar, governor of the state of New York and the Hon. James Rhodes, governor of the state of Ohio.

Dr. C. Frederick Kittle, a native of Athens and an honor graduate of Ohio University in the class of 1942 who received his Doctor of Medicine with honors in surgery at the University of Chicago and is now head of the Division of Thoracic and Cardiovascular Surgery and Professor of Surgery at the University of Chicago. He is the author and co-author of 72 articles appearing in medical journals and is associated with many medical organizations and societies.

Dr. K. Alvin Merendino, summa cum laude graduatedfrom Ohio University in the class of 1936. He received his Doctor of Medicine degree from Yale University in 1940 and his Ph. D. in surgery from the University of Minnesota in 1946. He is the author and co-author of some 146 articles and editorials appearing in various medical journals. He is presently professor of surgery and chairman of the Department of Surgery at the University of Washington in Seattle.

Dr. Eldon T. Smith who received an A. B. from Ohio Wesleyan University in 1932, his M.A. from Western Reserve University in 1937 and his Ph. D. from Western Reserve University in 1948. He is the author of many articles and is presently president of Ohio Wesleyan University in Delaware, Ohio.

After a discussion of these names, it was moved by Mr. Kennedy, seconded by Mr. Casto, and unanimously carried that the honorary degree of Doctor of Laws be awarded Governor Nelson Rockefellar, Governor James Rhodes, C. Frederick Kittle, and K. Alvin Merendino and the degree of Doctor of Humane Letters be awarded Eldon T. Smith.

Mr. Milar then reported that it was necessary to obtain bond counsel to prepare the necessary legal documents necessary to finance Phase I of the South Green.

There was a discussion of law firms available to act as bond counsel and it was then moved by Mr. Johnson, seconded by Mr. Brown and unanimously carried that the law firm of Bricker, Evat, Barton, and Eckler be recommended to the Attorney General for employment as bond counsel on Phase I of the South Green dormitory complex.

The Chairman then called the roll of members for comment. There being no comment from any member, the meeting was adjourned.

John W. Galbreath, Chairman

Paul R. O'Brien, Secretary

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O H I O U N I V E R S I T Y

Athens, Ohio

February 28, 1967

TO: Trustees, Ohio University

FROM: James J. Whalen, Vice President

SUBJECT: Summary of Residence Planning Program for South Green Complex.

As an increasing amount of attention is focused on education today, universities are being forced constantly to evaluate and project plans for their future growth. Ohio University is currently involved in this timetaking but certainly crucial process of planning her future campus. Recognizing the importance of a total educational environment, President Alden asked me last fall to form the Residence Planning Committee. This committee was to study and devise a proposal for the South Green Complex, in conjunction with the architects, Wright, Gilfillen, and Keske.

Members representative of the entire University community were selected for the committee and have taken part in the formulation of plans for this extensive building project. Faculty, students, representatives from the Student Affairs Program, the Business Office, Academic Affairs, the Graduate College, Development Offices, members of the School of Architecture, University Sanitarians, and Residence Hall personnel have all been included on the Residence Planning Committee. The President delegated to me the authority to set up this committee and supervise its progress. I appointed Mr. Haines, a member of my program and Director of Housing, to chair this important committee.

In the past, we have built our residence halls from the outside in! Now we are planning to build them from the inside out! Our first goal was to ascertain student needs on the campus. Last April Miss Emily Alexander joined our staff and spent three months doing an extensive, in-depth study of the residence halls on our campus. You received a report on this effort. Using the Alexander report on residence halls as the initial focal point, we developed a battery of test materials through the Office of Student Affairs Records and Research and administered this battery of materials to over 400 selected students. Students have in the past complained about lack of privacy, difficulty in finding adequate study space, lack of recreation facilities, expressed antipathies toward gang showers and long corridors, noise level, and so forth. We were interested in researching the validity of these. In addition to the test battery, extensive telephone and personal surveys were conducted on faculty and graduate students, using questions about the living arrangements and facilities which were most preferable or most objectionable. Layout plans from other university campuses were examined, and trips to other schools were undertaken. Cost analysis comparisons were tabulated from nationwide dormitory construction records, and all this material was then given to the architects. Hours were spent by the architects in interview with the Planning Committee, and with various other faculty and student groups. So, you see, months of study, research, travel, and interviewing have gone into the layout of the plans that you will look at today. These plans represent the physical

expression of the information and ideas that the Residence Planning Committee and other persons from our campus gave to the architects. It is not often that universities undertake a major building project with such thorough and thoughtful research as this committee has used.

As Ohio University continues to grow at an extremely rapid rate, the need for another entire student community becomes apparent. A community is not simply a group of randomly-placed buildings which meet the requirements of future student enrollment. A community is, on the contrary, a planned environment, where the buildings and the spaces in between them serve definite functions, and meet the needs of the inhabitants. We are fortunate at Ohio University to have, in the South Green, an ideal site for such a community. Finding the site is the first phase in campus planning.

The next step is to formulate a concept or philosophy to guide this planning. On many campuses across the country people are taking a new approach towards education. Students are saying that education is a continuous process which occurs outside as well as inside the classroom. Many prominent educators and administrators have agreed. The results are arrangements such as those at Michigan State: the "Living-learning" campus, for example, which correlates those aspects of college life in close physical proximity. There are a number of other interesting variations on this approach developing on other campuses. For these new approaches, education is not a process which occurs between 8 a.m. and 4 p.m., but it is a process of constant intellectual assimilation and expansion. It is not a matter of

memorization and textbooks, but of human contact and the excitement of learning. With such a concept in mind, the Residence Planning Committee and the architects have been working on the new project for this University.

The South Green community must meet the needs of students today and, insofar as possible, those of tomorrow too. Good buildings are constructed in character with their times, in proportion to their site, and in response to their fundamental purpose. New residence halls must be geared to the swift rate of growth at Ohio University, and they must be flexibly arranged so that they can accommodate the projected changes in composition of our student body.

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of the South Green is not simply a matter of supplying enough spaces to detriple. This might solve tangible physical problems, but the student community as I have said is much more than just a matter of housing. This is not a question of separate buildings, for just as hands and feet are essentially a part of the whole body, so each building of the South Green must be part of the whole living complex. New dormitories can and will be the center of the student community. The word "community" is the key to our planning for the South Green.

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Architects Presentation

Wright and Gilfillen Presenting