

OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

June 15, 1973

To: Chairman and Members of the Board of Trustees

From: Robert E. Mahn, Secretary

Re: Minutes of May 9, 1973 Meeting

These minutes have been approved by President Sowle
and the Senior Administrators. They will be submitted for
approval at the next meeting of the Board.

Robert E. Mahn

REM:ed

OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

June 15, 1973

To: Senior Administrators
From: Robert E. Mahn, Secretary
Re: May 9 Board Minutes

These two additions are to be made on your copy.
The minutes remain to be approved at the next Board meeting
to make them official.

Bottom of Page 156, Resolution 1973-68: Conclude
sentence as follows: Faculty Senate Resolution adopted
3/26/73 (page 157):

Page 164, Line 11: insert "subject" between contracts
and to.

BR

REM:ed



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for a systematic approach to data collection and the importance of using reliable sources of information.

3. The third part of the document describes the process of identifying and addressing potential risks and challenges. It stresses the importance of proactive risk management and the need to have contingency plans in place to mitigate any potential issues.

4. The fourth part of the document discusses the role of communication and collaboration in achieving the organization's goals. It emphasizes the importance of clear communication and effective teamwork in ensuring that all team members are aligned and working towards the same objectives.

5. The fifth part of the document provides a summary of the key findings and conclusions of the study. It reiterates the importance of maintaining accurate records, using reliable data sources, and implementing effective risk management and communication strategies.

September 26, 1973

To: Resident Auditor
From: Robert E. Mahn, Secretary
Subject: May 9, 1973 Board Minutes

The May 9 Board minutes were approved on
September 10, 1973 and have now been signed. Your
copy is enclosed.

REM ed
enc.

September 22, 1973

To: President Johnson
From: Robert E. Mann, Secretary
Subject: May 2, 1973 Board Minutes

The May 2 Board minutes were approved on

September 10, 1973 and have now been signed.

Copy is enclosed.

RM

September 26, 1973

To: The Archives
From: Robert E. Mahn, Secretary
Re: May 9, 1973 Board Minutes

The May 9 Board minutes were approved on
September 10, 1973 and have now been signed. Two
copies are enclosed.

REM ed

enc. (2)

September 10, 1973

To: The Archives
From: Robert E. Weir, Secretary
Re: May 9, 1973 Board Minutes

The May 9 Board minutes were approved on

September 10, 1973 and have now been signed. Two

copies are enclosed.

REM to

enc. (2)

file

OHIO UNIVERSITY
ATHENS, OHIO 45701

BOARD OF TRUSTEES

September 26, 1973

To: Senior Administrators
From: Robert E. Mahn, Secretary
Subject: May 9, 1973 Board Minutes

If you wish, you may substitute the attached signature page for page 169 of your copy of the May 9, 1973 Board minutes to show that they have official approval.

Robert E. Mahn

REM ed
enc.

MINUTES OF THE MEETING OF
THE BOARD OF TRUSTEES OF OHIO UNIVERSITY

2:00 P.M., Wednesday, May 9, 1973
Massie Hall, Portsmouth Campus
Portsmouth, Ohio

I. Roll Call

The meeting was called to order by Chairman Kennedy. Roll call showed two members absent, namely William L. Kircher and Mrs. J. Wallace Phillips. Members present were Duncan M. Baxter, Charles E. Holzer, Jr., Mrs. Dorothy S. Johns, Fred H. Johnson, Edwin L. Kennedy, William R. Morris, and C. Paul Stocker. This constituted a quorum. Also present were President Claude R. Sowle and Secretary Robert E. Mahn. Wallace Hodes, President of the Ohio University Alumni Association, was unable to be present. Executive Vice President and Dean of Faculties Taylor Culbert, Vice President and Treasurer John F. Milar, Vice President for Administrative Services W. Charles Culp, and Chairman of the Faculty Senate Edward R. Sanford were present to present, or to assist with the presentation, of items of business to the Board. Attorneys Erle Bridgewater and John Stimmel were present for the discussion of the proposed Kroger lease.

II. Action on Minutes of Meeting of March 8, 1973

The motion by Dr. Holzer, with second by Mr. Morris, to approve the minutes of March 8, 1973, as previously distributed, was adopted unanimously.

III. Communications, Petitions and Memorials

The Secretary reported that nothing had been received for presentation under this category.

IV. Ohio University - Portsmouth
Presentation by Dr. Robert W. Flinchbaugh, Director

Mr. William E. Russell, Assistant Director, displayed charts to illustrate Dr. Flinchbaugh's remarks, which appear as Attachment 1.

In response to questions by Chairman Kennedy, Dr. Flinchbaugh stated that an enrollment of 1,200 to 1,300 could be accommodated in

May 9, 1973

the present facility with the present program. Finding high quality part-time faculty and finding means of encouraging students to enroll in the Branch were mentioned as problems. A cooperative faculty and student body and fine community support were mentioned as assets.

Mr. Baxter suggested three needs: a second building to permit expansion of the student services area and its removal from Massie Hall to the new building, increased cooperation with the Scioto Technical College in curricular and other matters, and a reduced fee for those residing across the river in Kentucky.

Mr. Baxter expressed pride in Dr. Flinchbaugh's leadership.

In response to a question by Chairman Kennedy, Vice President Davison stated that enrollment from across the river at all regional campuses was being studied and an effort being made to develop a fees proposal for consideration by the Regents. President Sowle stated that the fee situation had been exacerbated by the lowering of technical college fees. Mr. Baxter reminded the Board that Kentucky people had contributed to the Portsmouth Branch development.

Chairman Kennedy thanked Dr. Flinchbaugh for his fine contribution, stating that the Board continued to wish him well.

V. Reports of President and Administrative Officers

President Sowle stated that there were no reports beyond those distributed previously to Board members.

VI. Unfinished Business

A. Proposed Lease with Kroger Company.

Chairman Kennedy stated that a large number of people had put in many hours on the lease matter. He invited Vice President Culp to read the lease resolution.

RESOLUTION - 1973-66

WHEREAS, the Board of Trustees of Ohio University has been interested in and desirous of securing the benefits provided by Ohio Revised Code Section 123.77 with respect to certain Ohio University land heretofore declared and found to be not necessary for educational purposes at this time or in the reasonably foreseeable future, and has so advised the Department of Public Works of the State of Ohio of its finding, and

WHEREAS, said Board of Trustees has heretofore, in its meeting of December 14, 1972, approved and concurred in the recommendation of the Director of the Department of Public Works with respect to a development proposal presented to it by the Kroger Company, and

WHEREAS, said Board of Trustees has delegated to The Budget, Finance, and Physical Plant Committee the authority to act on its behalf in connection with the proceedings under Ohio Revised Code Section 123.77, and has charged that committee with the responsibility of determining whether the lease to be executed by and between the Department of Public Works and the Kroger Company conforms to the policies and guidelines for leasing adopted by said Board of Trustees, and

WHEREAS, The Budget, Finance, and Physical Plant Committee has met on two occasions to review drafts of the lease proposed to be executed between the Department of Public Works and said Kroger Company, and found the first draft unacceptable for reasons set forth in its April 11, 1973 report, and

WHEREAS, the second meeting of the committee was held and conducted at Athens, Ohio, on May 1, 1973, at which time a report was made to the committee by the administration of Ohio University and its counsel concerning progress made in connection with the resolution of the conditions established by that committee as a result of its first meeting, and

WHEREAS, a final draft copy of a proposed lease between the Department of Public Works and the Kroger Company was presented for its consideration with the assurance that said proposed final draft had received the approval of the Kroger Company, as to both form and content; of the Department of Public Works as to content and form; and the Assistant Attorney General representing the Department of Public Works as to form; and by Special Counsel for the Ohio University with respect to the form of said proposed draft lease, and

WHEREAS, The Budget, Finance and Physical Plant Committee considered said proposed final draft of the lease, a copy thereof being marked Exhibit A. and attached hereto, in light of the report rendered by the administration and counsel and thereupon recommended approval of the proposed lease:

NOW THEREFORE BE IT HEREBY RESOLVED that the Board of Trustees of Ohio University does hereby find the proposed lease, attached hereto as Exhibit A. to be in the best interests of the President and Trustees of Ohio University, AND hereby approves said lease, and directs the administration of the Ohio University to convey a certified copy of this resolution to the Director of the Department of Public Works of the State of Ohio, together with a request that the Director of the Department of Public Works enter into said lease and inform the President and Board of Trustees of Ohio University at the time said lease is duly executed by the parties involved.

Mr. Kennedy, stating that the Board Committee on Budget, Finance and Physical Plant had had many meetings on the lease, asked Chairman Baxter of the Committee to make such comments as he desired.

Mr. Baxter stated that his committee had been charged by the Board to follow each step of lease development, and that it had conferred regularly with those involved in this. He complimented administrators for diligent and effective performance of their assignments, and stated that from its review of the lease, the Committee determined that it met the requirements of the Board. He moved approval of the resolution. Dr. Holzer seconded the motion.

Chairman Kennedy invited Erle Bridgewater, Counsel by appointment of the Attorney General of the State of Ohio to the President and Board of Trustees, to report and comment on the resolution and the accompanying lease.

He reported as follows: It is my opinion that Ohio Revised Code Section 123.77 is a constitutionally valid provision of law and that this Board of Trustees has taken all steps necessary to qualify the excess land not presently needed for educational purposes in the vicinity of the old airport on East State Street in Athens, Ohio, for administration under said Code section.

That the measures taken by this Board and the Department of Public Works of the State of Ohio under the provisions of that Code section to secure development proposals and reach a judgment with respect thereto were proper and appropriate and accomplished in a businesslike manner; that the action taken by the Department of Public Works subsequent to receipt of approval of this Board of the development proposal that the Department of Public Works had determined was in the best interest of the Ohio University was accomplished in a constitutionally valid manner; that the lease attached to the resolution presently being considered by this Board resulted from extensive negotiations conducted by the Department of Public Works with the proposed lessee, and negotiations conducted by the Ohio University administration with advice of counsel all pursuant to the directions of the Budget, Finance and Physical Plant Subcommittee of this Board; and it is believed that the primary directives of the Budget, Finance and Physical Plant Subcommittee have been met or provided for in a satisfactory manner in the document now before you.

As your Counsel, I have ascertained that the lease document attached to the resolution pending has received the approval of the Department of Public Works as to content; has been approved by the Assistant Attorney General of the State of Ohio charged with responsibility for representing and counseling the Department of Public Works with respect to its form; has been approved both as to content and form by counsel representing the Kroger Company, the proposed lessee, and I can report that as your Special Counsel I have approved the lease document as to form.

It would therefore be my recommendation, based upon the findings of the Subcommittee on Budget, Finance and Physical Plant, an awareness of the negotiations that have transpired, and a review of the lease document, that this Board adopt the resolution now pending before it.

I might say that it is my hope that the benefits accruing to the Ohio University as a result of this lease will indeed be beneficial and will constitute a substantial increment to the Operating Funds of the University in the years to come.

Chairman Kennedy stated that Mr. Bridgewater's comments reassured the Board of the meticulousness with which the lease had been prepared.

On roll call on the lease resolution the following votes were recorded:

Holzer	Yes
Morris	Yes
Johns	Yes
Baxter	Yes
Stocker	Yes
Johnson	Yes
Kennedy	Yes

The motion was declared unanimously approved.

The text of the lease follows:

Those receiving the minutes received a copy of the 48-page lease document with the Agenda. It, therefore, is not reproduced here. It is included in the official minutes.

Notes

In official minutes:

- 107a Letter of transmittal from Stimmel of signed lease
- 107b Letter of transmittal from Summers to Stimmel of signed lease
- 107c Cover sheet "Lease"

~~108-155~~

107a, b, c

DRAFT

DATE

4/24/73

I N D E X

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W I T N E S S E T H

PREAMBLE

WHEREAS, the President and Board of Trustees of the Ohio University have made a determination that the premises hereinafter described are not now nor will they be in the foreseeable future required for the use of the Ohio University, and

WHEREAS, the President and Board of Trustees of the Ohio University have informed the Department of Public Works of the State of Ohio that it is desired that such premises be leased to one or more developers in accordance with the provisions of Section 123.77 of the Ohio Revised Code, and have requested the Department of Public Works to enter into one or more appropriate leases, and

WHEREAS, the Department of Public Works of the State of Ohio has reviewed the development plan submitted by the developer and/or lessee hereinafter identified and has found that:

- A. The best interest of the University will be promoted by entering into a lease with the developer.
- B. The development plans are satisfactory.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's views on the state of the Union and the progress of the war.

2. The second part of the document is a report from the Secretary of the War Department, dated January 10, 1862. It contains a detailed account of the military operations of the Army during the year 1861.

3. The third part of the document is a report from the Secretary of the Navy Department, dated January 15, 1862. It contains a detailed account of the naval operations of the Navy during the year 1861.

4. The fourth part of the document is a report from the Secretary of the Department of the Interior, dated January 20, 1862. It contains a detailed account of the operations of the Department during the year 1861.

5. The fifth part of the document is a report from the Secretary of the Department of the Treasury, dated January 25, 1862. It contains a detailed account of the operations of the Department during the year 1861.

6. The sixth part of the document is a report from the Secretary of the Department of the State, dated February 1, 1862. It contains a detailed account of the operations of the Department during the year 1861.

7. The seventh part of the document is a report from the Secretary of the Department of the War, dated February 5, 1862. It contains a detailed account of the operations of the Department during the year 1861.

8. The eighth part of the document is a report from the Secretary of the Department of the Navy, dated February 10, 1862. It contains a detailed account of the operations of the Department during the year 1861.

- C. The developer has established his financial responsibility and satisfactory plans for financing the development.
- D. The President and Board of Trustees of Ohio University have approved this Instrument of Lease.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the State of Ohio, acting by and through the Director of the State Department of Public Works, hereinafter referred to as LESSOR, and The Kroger Co., a corporation, hereinafter referred to as LESSEE, that

ARTICLE I

DEVELOPMENT OF PREMISES

LESSEE agrees to develop the demised premises herein in accordance with LESSEE'S general plans for development, copies of which are on file in the Department of Public Works, and pursuant to such development plans, to commence construction not later than one year after the execution of this Lease, and to be completed not later than 24 months after the first of the month next following the commencement of development, plus any time that may be lost through circumstances beyond LESSEE'S control. Any and all buildings, structures and other improvements hereafter erected, constructed, or situated upon the demised premises, and hereinafter referred to as the "Improvements" are the property of the LESSEE, subject to the provisions of this Lease, and are to be used and occupied as outlined in Appendix A, attached hereto and made a part hereof, and as provided in plans and specifications approved by the Department of

Public Works or as may be approved by LESSOR from time to time. Architectural shop drawings and construction plans for the initial development contemplated herein as well as plans and specifications for all additional improvements shall, prior to commencement of construction thereof, be submitted to the President and Trustees of Ohio University for approval, which approval shall not be unreasonably withheld. The demised premises and the improvements may hereinafter be referred to collectively as the "Property".

ARTICLE II

DEMISED PREMISES-DESCRIPTION AND TERM

In consideration of the rents and covenants herein set forth, LESSOR hereby leases to LESSEE the parcels of land in the City of Athens, Athens County, Ohio, bounded and described as follows, and herein called the "demised premises":

Parcel 1

Beginning at a point in the West line of Farm Lot No. 27 and N 3°36' E 132.38 feet from the main tract centerline of the B. & O. RR; thence parallel with the north R.R. R/W line and 29.30 feet therefrom N 81°13' E 611.50 feet to a point in the west R/W line of U.S. 33; (begin limited access) thence with the highway R/W line N 0°05' W 1001.47 feet to a point in the south R/W line of East State Street at State Department of Highways Station No. 33+00/80R; thence on the south line of State Street S 89°22' W 200 feet to S.D.H. Station 31+00/80R; N 83°30' W 201.56 feet to S.D.H. Station 29+00/55R; and N 70°58' W 2.54 feet to a point at the northeast corner of the D.A.V.F.W. leasehold (end limited access R/W); thence on the lease line S 3°36' W 175.78 feet to the southeast corner of the lease; thence S89°22' W 130.08 feet to the west line of Farm Lot 27 at a point S 3°36' W 230.08 feet from the intersection of the Farm Lot line and the center line of State Street (60 feet in width) passing the southwest corner of the lease at 100 feet; thence on the Farm Lot line S 3°36' W 941.22 feet to the place of beginning;

EXCEPTING 30.0 feet off the west side thereof containing 0.65 acres to be used as a public street, which, when added to the original 30.0 feet wide Home Street, would make the street 60.0 feet in width, and leave a net area of 12.59 acres, more or less.

Reference deed at V. 229, p. 319, Athens County Records. Surveyed and described by Robert H. Jones, Registered Surveyor No. 3233, September 20, 1971.

Parcel 2

The following described real estate situated in the City of Athens, Farm Lots 25 and 26 of Section 4, Town 9 North, Range 14 West, Athens Township, Athens County, Ohio, described as follows:

Beginning at an iron pipe at a point in the south line of East State Street at its intersection with the south prolongation of the back side of the east curb of Grand Park Boulevard, being the northeast corner of a parcel heretofore transferred by the grantor herein to the City of Athens. Thence on the south line of East State Street at 30.00 feet south of the centerline of said street, S.83°54'E. 706.71 feet to an iron pipe, (passing an iron pipe at 299.00 feet) to a point in the east line of Farm Lot 26 passing the south prolongation of the east line of the Townsend Addition at 186.19 feet; thence on the Farm Lot line S.3°41'W. 10.01 feet to an iron pipe, thence on the south line of East State Street 40 feet from the center line S.83°54'E. 330.0 feet to an iron pipe at the northeast corner of the parcel herein described; thence S.3°32'W. 629.60 feet to an iron pipe in the north right-of-way line of the B. & O. Railroad, 100 feet off the track centerline; thence along the north right-of-way of the Railroad N.87°04'W. 662.86 feet to an iron pipe 100 feet off center line at the beginning of a curve, passing the west line of Farm Lot 25 at 331.41 feet; thence N.89°33'W. 368.83 feet to an iron pipe at the south east corner of the City of Athens parcel, being 100 feet off the track center line and passing an offset in the right-of-way line at 139.3 feet; thence N.3°12'E. 713.23 feet along the east line of the City of Athens parcel to the iron pipe at the point of beginning, containing 15.827 acres more or less.

Subject to any legal utility line easements thereon, including Columbia Gas of Ohio, Inc., dated 9/12/66 (unrecorded) for a 6" medium pressure natural gas line 4 to 6 feet south of the south right-of-way line of the highway (East State Street) and parallel with it.

Also an easement (unrecorded) to the City of Athens dated 11/18/66 for an 8" water line located 5 feet more or less north of the south right-of-way line of East State Street and parallel to same, including a small pump house.

Reference deeds in V. 181, p. 67 (Beasley) and V. 181, p. 115 (Rowland), Athens County Records of Deeds. Survey by Frederick A. Dixon, Registered Engineer No. 9786, Registered Surveyor No. 3060, January 10, 1973.

TO HAVE AND TO HOLD the demised premises with all the rights, privileges, and appurtenances thereunto belonging for a term of forty (40) years commencing on the first of the calendar month next following the execution of this Lease and ending forty (40) years thereafter unless sooner terminated pursuant to any provisions or conditions hereinafter set forth. If the Lease is not terminated and LESSEE has complied with all of the provisions and conditions of the Lease, LESSEE shall, at its option, be entitled to the privilege of four successive renewals of this Lease, each for a term of ten years upon the same terms and conditions as herein set forth, except as to term and number of renewals. Each renewal may be exercised by LESSEE mailing written notice to LESSOR ninety (90) days prior to the expiration of the original lease term or the then existing renewal.

ARTICLE III

RENT

PARCEL 1:

A) Subject to the provisions of Articles I, XII, and

XIV, LESSEE covenants and agrees to pay to LESSOR for the leasing of the premises to be used and occupied by a national chain motel on the northerly portion thereof, as shown in Appendix A, an annual net minimum rent of FIVE THOUSAND AND NO/100 Dollars for the period commencing with the first of the month next following the execution of this Lease until the expiration of sixteen months after said date, or until the first of the month following the date the motel opens for business, if sooner; and for the balance of Parcel 1 of the demised premises, to be developed as a transient camper-trailer park or for other or additional purposes approved by LESSOR, an annual net minimum rent of ONE THOUSAND TWO HUNDRED AND NO/100 Dollars, for the period commencing with the first of the month next following the execution of this Lease until the termination of two years after such date or until the first of the month following the date the development of the improvements to be constructed on this part of the demised premises are completed and ready for occupancy, if sooner than the above date. These rents (hereinafter called "temporary rent") shall be paid in advance in equal monthly installments on the first day of each and every month during said period; and LESSEE covenants and agrees to pay to LESSOR for the leasing of the premises to be used and occupied by the motel an annual net minimum rent of TWELVE THOUSAND AND NO/100 Dollars for the period from the first of the month next following the expiration of sixteen months after the execution of this Lease or the first of the month following the date the motel opens for business, if sooner; and for the balance of Parcel 1 of the

demised premises an annual net minimum rent of FOUR THOUSAND AND NO/100 Dollars for the period from the first of the month next following the expiration of two years after the execution of this Lease or the first of the month following the completion date of the development of this part of the demised premises, if this is the earlier date. If the development of the southerly portion of Parcel I is completed in units, over a period of time, the net minimum rent shall commence, on a pro rata basis, as of the date of completion of those units that are completed from time to time prior to the above date. These rents (hereinafter called "permanent rent") shall be paid in advance in equal monthly installments on the first day of each and every month during said period.

B) LESSEE further covenants and agrees to pay as additional rent (hereinafter called "percentage rent"):

A sum equal to 3% of gross annual guest room rentals, hereinafter defined, over and above an annual gross guest room rental amount of \$450,000, plus 1% of the gross annual revenue from the sale of food and beverages, as hereinafter defined, over and above annual sales of such food and beverages in the amount of \$225,000.

1) "Gross annual room rentals" shall be construed to mean rentals received by LESSEE from the use, occupancy, management, operation or control of the demised premises, provided, however, that gross annual guest room rentals shall not include the following: an amount equal to all credits or refunds made to customers, guests or patrons; an amount equal to all customary hotel rebates and allowances, including reasonable and customary commissions and fees paid to credit card companies

(including credit card fees based on food and beverage sales) and to travel agents for business referrals and services; an amount equal to all sums and credits received in settlement of claims for loss or damage to merchandise; all sales and excise taxes, gross receipts, admission, entertainment or similar or equivalent taxes or charges, telephone, telegram, laundry, dry cleaning, valet, house service, food, beverage, and other charges normally and usually charged to or included in guest room statements or bills, but not being rental derived from the letting of such guest rooms; and the rental value of rooms occupied by members of LESSEE'S staff, including the immediate family of the innkeeper to be employed on the demised premises.

2) "Sale of food and beverages" shall be construed to mean revenue received by LESSEE from the sale of food and beverage to guests or patrons sold by LESSEE on or about the demised premises, provided, however, that such gross revenue shall not include the following: any light refreshments sold by any vending machines; an amount equal to all credits or refunds made to guests or patrons; an amount equal to all customary hotel, restaurant and catering rebates and allowances, including reasonable and customary commissions and fees paid to travel and booking agencies for business referrals and services; cover charges collected from any customer, guest or patron in any lounge or restaurant situated on the demised premises; all sales and excise taxes, gross receipts, admission, entertainment or similar or equivalent taxes or charges; and food and beverage

bills or statements complimented by LESSEE and food and beverage supplied and furnished by LESSEE to members of LESSEE'S staff, including the immediate family of the ^{innkeeper}~~innkeeper~~ to be employed on the demised premises.

A sum equal to 9% of all transient camper, trailer park rentals received by LESSEE over and above \$53,000 per year.

Percentage rents shall be computed and paid within 60 days of the close of the preceding lease year. The payment shall be accompanied by an operating statement signed by a duly authorized representative of LESSEE. Within 120 days of the end of each lease year, LESSOR shall be supplied with an annual statement, for the preceding lease year, certified as correct by a Certified Public Accountant, showing the gross annual receipts from operations on the property, and the calculation of the total percentage rent.

PARCEL 2:

A) Subject to the provisions of Articles I, XII, and XIV, LESSEE further covenants and agrees to pay to LESSOR for the leasing of Parcel 2 of the premises to be used and occupied by a retail food supermarket, retail drug store, discount retail department store, and the other stores comprising the shopping center as shown in Appendix A, an annual net minimum rent (temporary rent) of TEN THOUSAND AND NO/100 Dollars for the period commencing as of the first of the month next following the date of this Lease until

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the first of the month next following the expiration of twenty-four months after the date of this Lease or until the first of the month next following the date the first of the three above named stores opens for business, if sooner; and an annual net minimum rent (permanent rent) of SEVENTY-SIX THOUSAND AND NO/100 Dollars thereafter. These rents shall be paid in advance in equal monthly installments on the first day of each month.

B) As additional rents (percentage rents), LESSEE agrees to pay to LESSOR a sum of money computed on the basis of sales made in excess of a minimum sales base as follows:

- 1% of all retail food supermarket sales in excess of \$6,000,000
- 2% of all retail discount department store sales in excess of \$7,000,000
- 2% of all retail drug store sales in excess of \$2,000,000
- 25% of percentage payments received from associated tenants (other than food, drug and discount department store tenants) on sales made over and above the sales base specified in the respective subleases

A report of sales made from the leased premises shall be given to LESSOR by LESSEE within 60 days after the close of the preceding lease year, and if sales disclosed thereby are sufficient to require a payment hereunder, such payment shall accompany such report. For the purpose of this paragraph "Sales" for the food supermarket store, drug store and discount department store shall not include rebates, refunds; allowances to customers; sales taxes imposed by any governmental authority; discounts to customers; discount sales to employees; direct sales of prescription drugs to physicians and surgeons; sales of cigarettes and other tobacco products; sales of alcoholic beverages, except that sales of such

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alcoholic beverages shall be included in "Sales" as soon as 1% of sales of alcoholic beverages, accumulated year to year equals the costs incurred by LESSEE for obtaining the legal right to sell alcoholic beverages; cost of trading stamps (for the food store and drug store only); or any excise tax, any retailers occupation tax or similar tax and any tax or assessment paid by LESSEE or LESSEE's subtenants and measured by gross sales or gross receipts or gross revenue or gross income; sales or transfers of all or substantially all of the stock of merchandise of the LESSEE or LESSEE'S subtenants in the leased premises to another corporation, firm or individual, as successor to LESSEE'S or LESSEE'S subtenants' business in the leased premises; sales of LESSEE'S or LESSEE'S subtenants' furniture, trade fixtures, or other similar property not normally sold by LESSEE or LESSEE'S subtenants in the course of their business; sales of merchandise charged to another store or warehouse of LESSEE'S or LESSEE'S subtenants, by way of transfer or return, and not involved in any retail sale originating from the leased premises. The words "lease year", as used in this paragraph, shall mean a period of 12 successive months. The first lease year shall begin on the first of the month following the opening for business of the first of the three above named stores. There shall be submitted to LESSOR by LESSEE within 120 days after the close of the lease year a report of sales certified as correct by a certified public accountant, showing for the preceding lease year the sales from the property from all sources and the calculation of the total percentage rent.

LESSEE or LESSEE'S subtenants shall keep in the State of Ohio true and accurate books of account and records showing all transactions necessary to the determination of gross sales income from Parcel 2 of the premises. Records of all receipts shall be made available to LESSOR at all times during regular business hours for examination and audit.

All amounts payable under this Article III, as well as all other amounts payable by LESSEE to LESSOR under this Lease shall be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts or dues, public or private, at the time of payment. Any amount payable by LESSEE to LESSOR under any of the terms of this Lease shall bear interest at the rate of eight percent (8%) per annum from the date on which such amount becomes due. All payments shall be made at the office of LESSOR hereinafter set forth, or at such other place as LESSOR may from time to time designate.

ARTICLE IV

DEFAULT; TERMINATION

If at any time during the term of this Lease with respect to either Parcel 1 or Parcel 2 of the demised premises (i) LESSEE shall make default in the payment of any rent or of any other sum of money which LESSEE shall be obligated to pay under the provisions of this Lease to LESSOR or others, inclusive of "Impositions", for ten (10) days after notice

that the same is due and unpaid, (ii) LESSEE shall make default in the performance or observance of any of the other terms, covenants, conditions or agreements of this Lease for thirty (30) days after written notice and demand, or (iii) if such default shall be of such a nature that the same cannot practicably be cured within said thirty (30) day period and LESSEE shall not within said period commence with due diligence and dispatch the curing and performance of such defaulted term, covenant, condition or agreement; or if LESSEE shall within said thirty (30) day period commence with due diligence and dispatch to cure and perform such defaulted term, covenant, condition or agreement and shall thereafter fail or neglect to prosecute and complete with due diligence and dispatch the curing and performance of such defaulted term, covenant, condition or agreement within a further period of sixty (60) days where reasonable, then and in any such case, LESSOR, at LESSOR'S option, may elect to terminate this Lease as to that parcel of the demised premises with respect to which the default occurs at any time by giving ten (10) days' notice in writing to LESSEE and to LESSEE'S mortgagee or mortgagees of record to the address listed in such mortgage, and the term of this Lease as to said parcel shall expire by limitation at the expiration of said last mentioned ten (10) days' notice as fully and completely as if said date were the date herein originally fixed for the expiration of the term hereby granted, and LESSEE shall thereupon quit and peacefully surrender that parcel of the demised premises and Improvements subject to any rights of LESSEE'S mortgagee or

mortgagees, to LESSOR, without any payment therefor by LESSOR, and LESSOR, upon the expiration of said last mentioned ten (10) days' notice, or at any time thereafter, may re-enter that parcel of the demised premises and remove all persons and property therefrom by any suitable action or proceeding at law or equity, without being liable to damages therefor, and may have, hold and enjoy the demised premises and Improvements.

Subject to the rights of LESSEE'S mortgagee or mortgagees as provided in the last paragraph of this article, if LESSOR shall obtain possession of the demised premises by reason of or following any default of LESSEE, LESSEE agrees to pay to LESSOR on demand all expenses incurred by LESSOR in obtaining possession, in altering, repairing and putting the premises in good order and condition, and in reletting the same, including reasonable fees of architects, attorneys and agents, and also any other expenses and commissions, and LESSEE further agrees to pay as damages to LESSOR upon the rent days specified herein in each year following any termination of this Lease by reason of a default of LESSEE hereunder, until the end of the period which would have constituted the term of this Lease had this Lease not so terminated, the rent and all other sums of money whatsoever which would have been payable by LESSEE during such period, deducting only the net amount of rent, if any, which LESSOR shall actually receive (after deducting therefrom all expenses and costs of operation and maintenance of the demised premises and improvements) in the meantime from any reletting

of the demised premises, and LESSEE hereby agrees to be and remain liable for all sums aforesaid as well as for any deficiency therein, and LESSOR shall have the right from time to time to bring and maintain successive actions or other legal proceedings against LESSEE for the recovery of such deficiency, deficiencies or damages or for sums equal to any installment or installments of rent, and to recover such sums upon the liability of LESSEE herein provided, which liability it is expressly covenanted shall survive the issuance of any warrant of dispossession or other termination of this Lease. Nothing herein contained shall be deemed to require LESSOR to wait to bring such action, actions or other legal proceedings until the date when this Lease would have expired had there been no such default by LESSEE. In reletting the demised premises as aforesaid, LESSOR may make leases and lettings of the whole or less than the whole of the premises, for a term or terms equal to or less than the term hereof, and for a rental or rentals and upon such terms, conditions, covenants, agreements and provisions as LESSOR may elect. The rights of LESSOR under this paragraph shall be in addition to LESSOR'S right to collect any other damages from LESSEE by reason of LESSEE'S default under this Lease.

No receipt of moneys by LESSOR from LESSEE after a termination of this Lease by LESSOR shall reinstate, continue or extend the terms of this Lease or affect any notice theretofore given to LESSEE, or operate as a waiver of the right of LESSOR to enforce the payment of rent and additional rent then

due or thereafter falling due, it being agreed that after the commencement of suit, or after final order or judgment, for the possession of the demised premises, LESSOR may demand, receive and collect any money due or thereafter falling due without in any manner affecting such suit, proceeding, order or judgment, all such moneys collected being deemed payments on account of the use and occupation of the demised premises or, at the election of LESSOR, on account of LESSEE'S liability hereunder. LESSOR shall have, receive and enjoy as LESSOR'S sole and absolute property, without right or duty to account therefor to LESSEE, any and all sums collected by LESSOR as rent or otherwise upon reletting the demised premises after LESSOR shall resume possession thereof as hereinbefore provided, including, without limitation upon the generality of the foregoing, any amounts by which the sum or sums so collected shall exceed the continuing liability of LESSEE hereunder.

The word "re-enter", as used in this Lease, is not and shall not be restricted to its technical meaning, but is used in the broadest sense.

The above language in this Article is subject, however, to the right of any mortgagee of LESSEE to manage said premises and make said payments and so long as said mortgagee performs the obligation imposed upon LESSEE herein, the LESSOR has no right to declare this Lease null and void or re-enter said premises.

ARTICLE V

LEASEHOLD IMPROVEMENTS

During the life of the initial Improvements provided for herein as set forth in Appendix A, LESSEE shall have the right to do any remodeling or make any alterations or additions thereto deemed useful or desirable by LESSEE, provided that such remodeling, alterations, or additions shall not decrease the value of the property.

After the life of the initial Improvements provided for herein as set forth in Appendix A, and in plans and specifications for original construction approved by the Department of Public Works, LESSEE shall have the right to make other certain Improvements on said premises so long as LESSEE is not in default in any other provision in this Lease. In this regard LESSEE would have the right to demolish any of the initial Improvements after the expiration of their useful life and not be in violation of any provision herein, it being understood, however, that except for sewer, water and drainage systems the normal life of the initial above ground Improvements herein is presently estimated to be for a twenty-five (25) year period.

ARTICLE VI

TAXES

LESSEE will, at LESSEE'S cost and expense, bear, pay and discharge or cause to be borne, paid and discharged, on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all taxes, assessments, (other than Hocking Conservancy District Capital Assessments), sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, and payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are hereinafter sometimes collectively referred to as "Impositions") which shall, pursuant to present or future law or otherwise, prior to or during the term hereby granted have been or be levied, charged, assessed or imposed upon, or grow or become due and payable out of or for, or become or have become a lien on, the demised premises or any part thereof, or any buildings or improvements now or hereafter located thereon, or the appurtenances thereto, or the sidewalks, streets adjacent thereto, or any franchises as may be appurtenant to the use and occupation of the demised premises.

LESSEE shall pay all interest and penalties imposed upon the late payment of any Impositions which LESSEE is obligated to pay or to cause to be paid hereunder.

LESSEE, at LESSEE'S cost and expense may, if LESSEE shall in good faith so desire, contest the validity or amount of any Imposition, in which event LESSOR agrees to cooperate in such contest and LESSEE may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined, upon the conditions, however, that in the event of each such deferment of payment by LESSEE:

a) At the time the Imposition being contested shall become due, and from time to time thereafter until payment thereof shall be made or shall be determined not to be payable by the appropriate body having jurisdiction, LESSEE shall deposit and thereafter maintain with LESSOR an amount of money or other security reasonably satisfactory to LESSOR sufficient to pay the item or items so contested or intended to be contested together with the interest and penalties thereon which shall accrue during the period of such contest, which amount of money shall be held by LESSOR, in escrow with interest if any to LESSEE, and shall be applied, to the extent thereof, to the payment of such item or items contested together with the interest and penalties thereon, if any, when the amount or amounts thereof have been finally fixed and determined.

b) No provision of this Lease shall be construed so as to require LESSOR to allow any such items so contested or intended to be contested to remain unpaid for such length of

time as shall permit the Property, or the lien thereon created by such item to be contested, to be sold by federal, state, county, or municipal authority for the nonpayment thereof, or as shall permit a claim either of foreclosure or otherwise, to be reduced to judgment by the holder of any mortgage which shall be a lien upon LESSOR'S interest in the demised premises.

If the amount of money so deposited with LESSOR as aforesaid shall exceed the amount of all such items, if any, together with interest and penalties thereon, any excess of said money thereafter remaining in LESSOR'S hands after full payment of such items, together with interest and penalties thereon, shall be returned to LESSEE. At any time prior to or during the pendency of any such contest, LESSOR, after giving written notice to LESSEE of LESSOR'S judgment in that respect, may pay out and apply the said money so deposited, or so much thereof as may be required, to the payment of any Imposition or Impositions, together with interest and penalties, which is required to be paid to prevent the immediate sale of the demised premises or any part thereof by the holder of any such lien or of any mortgage which is a lien upon LESSOR'S interest in the demised premises. To the extent that the amount of money so deposited with LESSOR shall be insufficient fully to satisfy and discharge any such Imposition, together with interest and penalties thereon, the deficiency shall be and become immediately due and payable by LESSEE to LESSOR.

ARTICLE VII

MAINTENANCE AND REPAIRS

LESSEE shall at all times during the term of this Lease, at LESSEE'S cost and expense, keep the demised premises and all buildings and improvements now or hereafter located thereon, and all facilities and equipment therein, and all sidewalks, curbs, roadways, parking areas adjoining the demised premises, and all appurtenances thereto, in first class operating condition and repair provided however, the provisions of Article XXVI(b) shall control upon the termination of this Lease; and shall keep the premises reasonably free from snow, ice and other obstructions or debris.

LESSEE agrees to save LESSOR harmless from any liability whatsoever growing out of any act of LESSEE in maintaining, keeping up and repairing such sidewalks, curbs, roadways, parking areas in the demised premises, and from any liability growing out of failure to keep said premises free from snow, ice and other obstructions or debris during the term of this Lease.

ARTICLE VIII

COMPLIANCE WITH LAW

LESSEE shall at all times during the term of this Lease, at LESSEE'S cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations and require-

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

2. The second part of the report deals with the economic situation of the country. It is a very detailed and thorough treatment of the subject, and it is a good starting point for a more detailed study. It covers the various aspects of the economy, including the agricultural sector, the industrial sector, and the services sector.

3. The third part of the report deals with the social situation of the country. It is a very detailed and thorough treatment of the subject, and it is a good starting point for a more detailed study. It covers the various aspects of society, including the family, the education system, and the health system.

4. The fourth part of the report deals with the political situation of the country. It is a very detailed and thorough treatment of the subject, and it is a good starting point for a more detailed study. It covers the various aspects of the political system, including the executive branch, the legislative branch, and the judicial branch.

ments now or hereafter enacted or promulgated, of any sovereign or municipality, or any agency thereof, having jurisdiction over the demised premises, or the buildings and improvements now or hereafter located thereon, or the facilities or equipment therein, or the streets, sidewalks, curbs, roadways, parking areas, and gutters adjoining the demised premises or the appurtenances thereto, or the franchises and privileges connected therewith, whether or not such laws, rules, orders, ordinances, regulations or requirements so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the demised premises, replacements or repairs, extraordinary as well as ordinary, and LESSEE shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can be said to be within the present contemplation of the parties hereto.

ARTICLE IX

NO UNLAWFUL USE

LESSEE during the term of this Lease will not use or keep or allow the demised premises or any portion thereof or any buildings or other improvements now or hereafter erected or maintained thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1863. It is a very important document, as it contains the President's message to the Congress regarding the state of the Union and the progress of the war.

2. The second part of the document is a report from the Secretary of the War Department, dated January 10, 1863. It contains a detailed account of the military operations of the Army during the year 1862.

3. The third part of the document is a report from the Secretary of the Navy, dated January 10, 1863. It contains a detailed account of the naval operations of the Navy during the year 1862.

4. The fourth part of the document is a report from the Secretary of the Interior, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

5. The fifth part of the document is a report from the Secretary of the Treasury, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

6. The sixth part of the document is a report from the Secretary of the War Department, dated January 10, 1863. It contains a detailed account of the military operations of the Army during the year 1862.

7. The seventh part of the document is a report from the Secretary of the Navy, dated January 10, 1863. It contains a detailed account of the naval operations of the Navy during the year 1862.

8. The eighth part of the document is a report from the Secretary of the Interior, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

9. The ninth part of the document is a report from the Secretary of the Treasury, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

10. The tenth part of the document is a report from the Secretary of the War Department, dated January 10, 1863. It contains a detailed account of the military operations of the Army during the year 1862.

11. The eleventh part of the document is a report from the Secretary of the Navy, dated January 10, 1863. It contains a detailed account of the naval operations of the Navy during the year 1862.

12. The twelfth part of the document is a report from the Secretary of the Interior, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

13. The thirteenth part of the document is a report from the Secretary of the Treasury, dated January 10, 1863. It contains a detailed account of the operations of the Department during the year 1862.

14. The fourteenth part of the document is a report from the Secretary of the War Department, dated January 10, 1863. It contains a detailed account of the military operations of the Army during the year 1862.

certificate of occupancy, and will not suffer any act to be done or any condition to exist on the demised premises or any portion thereof or in any building or other improvements now or hereafter erected thereon or in any appurtenance thereto, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

ARTICLE X

MECHANIC'S LIENS

Notice is hereby given that LESSOR shall not be liable for any work performed or to be performed on the demised premises, or in any building or improvements thereon, or in connection with any appurtenance thereto, for LESSEE or any subtenant, or for any materials furnished or to be furnished at the demised premises for LESSEE or any subtenant, and that no mechanic's or other lien for such work or materials shall attach to the reversionary or other interest of LESSOR.

ARTICLE XI

NET LEASE

This is an absolutely net Lease and LESSOR shall not be required to provide any services or do any act or thing with respect to the demised premises, or the buildings and improvements thereon, or the appurtenances thereto, except as may

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

2. The second part of the report deals with the economic situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

3. The third part of the report deals with the social situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

4. The fourth part of the report deals with the political situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

5. The fifth part of the report deals with the cultural situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

6. The sixth part of the report deals with the military situation of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

7. The seventh part of the report deals with the foreign relations of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

8. The eighth part of the report deals with the internal security of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

9. The ninth part of the report deals with the education of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

10. The tenth part of the report deals with the health of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

11. The eleventh part of the report deals with the environment of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

12. The twelfth part of the report deals with the future of the country. It is a very general and superficial treatment of the subject, but it is a good starting point for a more detailed study.

be specifically provided herein, and the rent reserved herein shall be paid to LESSOR without any claim on the part of LESSEE for diminution, set-off or abatement and nothing shall suspend, abate or reduce any rent to be paid hereunder, except as otherwise specifically provided in this Lease.

ARTICLE XII

INDEMNITY

Except as hereinafter provided, LESSEE will indemnify and save harmless LESSOR and the President and Trustees of Ohio University, or will cause the same to be accomplished, from and against any and all liability, loss, damages, expenses, cost of action, suits, interest, fines, penalties, claims and judgments arising from injury, or claim of injury, during the term of this Lease to person or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance or control of the demised premises, the buildings and improvements now or hereafter located thereon, the facilities and equipment therein, the streets, sidewalks, curbs, roadways, parking areas and gutters on the premises, the appurtenances thereto or the franchises and privileges connected therewith, or arising out of LESSEE'S failure to perform, fully and promptly, or LESSEE'S postponement of compliance with, each and every term, covenant, condition and agreement herein provided to be performed by LESSEE. LESSEE at LESSEE'S cost and



expense will defend by counsel any and all suits that may be brought, and claims which may be made, against LESSOR and the President and Trustees of Ohio University, or in which LESSOR and the President and Trustees of Ohio University may be impleaded with others, whether LESSOR and the President and Trustees of Ohio University shall be liable or not, upon any such abovementioned liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims and judgments and shall satisfy, pay and discharge any and all judgments that may be imposed against LESSOR and the President and Trustees of Ohio University in any such action or actions in which they may be a party defendant, or that may be filed against the demised premises, the buildings and improvements thereon or the appurtenances thereto, or any interest therein. Provided, however that the foregoing paragraph relating to indemnity shall not apply either in respect to damages or cost of defense if LESSOR and the President and Trustees of Ohio University separately or together are made a party independently or in conjunction with other defendants to legal, quasi-legal or administrative proceedings in which an effort is made to challenge the legality, propriety or enforceability of this Lease and/or to prevent LESSEE from entering all or any part of the demised premises pursuant to this Lease or if, after entry, during occupancy and use of said premises, an action is brought to challenge such use and occupancy or to recover damages as a result of said Lease or occupancy. In the event such action is maintained and any court or governmental agency order is issued

which restrains or interferes with LESSEE'S use, the parties hereto agree to cooperate in defending against such challenge, and rent shall abate, time for completion of development shall be extended, and the term of this Lease shall be extended, for a period of time equal to the length of time any such order is in effect, so long as such extended term does not run counter to the provisions of O.R.C. Sec. 123.77. Provided further, however, that so long as Case #73 CV-02-523, Franklin County Common Pleas Court, State of Ohio, ex rel. Eichenberger vs. Neff et al.; or any other suit raising the same or similar issues as raised therein remain pending and not finally determined by the Common Pleas Court of Franklin County or other court of original jurisdiction, the rent shall abate and the time for completion of development shall be extended for a period of time equal to the length of time any such lawsuit is pending without such final determination. If the final order in the court of original jurisdiction is appealed, rent payments shall be escrowed with the Director of Public Works, the time for completion of development with respect to Parcel 1 and Parcel 2, during which temporary rents apply, shall be extended and time for commencement of payment of permanent rent, pursuant to Article III hereof, shall be postponed, for such period of time as is required to resolve all such issues finally in the courts--including any retrials after remand and appeal therefrom. If the final unappealable court determination sustains the right of LESSOR to lease the premises herein, the escrowed rents with any interest which may have been earned thereon shall be paid over

to LESSOR. If the final determination precludes LESSEE'S use and enjoyment of the premises pursuant to this Lease, the escrowed rents with any interest which may have been earned thereon shall be paid over to LESSEE. Notwithstanding the foregoing, if LESSEE or any sublessee shall commence excavation and development on either Parcel 1 or Parcel 2, prior to the time a court of original jurisdiction enters its final order in the litigation referred to in this paragraph, the interim rents shall commence and be paid into escrow on the terms and conditions set forth in this paragraph, and the time for completion of development shall be extended and the commencement of permanent rents pursuant to Article III shall be postponed as aforesaid.

ARTICLE XIII

FIRE AND OTHER CASUALTY

If any building, fixture or other improvements now or hereafter situated on the demised premises (except movable trade fixtures, furniture and furnishings) should at any time during the term of this Lease be damaged or destroyed by fire or otherwise, the LESSEE shall, at its sole cost and expense (except to the extent that it shall be reimbursed out of insurance proceeds), restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or build replacement improvements which, with the approval of LESSOR, are determined to be at

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least as desirable under the circumstances and such restoration and rebuilding, prosecuted with reasonable diligence, shall be completed as soon as reasonably possible. No damage or destruction of the building or any of the fixtures or other property therein shall be grounds for the termination of this Lease or relieve the LESSEE from any obligation created or imposed by virtue of this Lease, any laws of the State of Ohio to the contrary notwithstanding, including, but without limiting the generality of the foregoing, LESSEE'S obligation to make payment of the rent and all other charges on the part of the LESSEE to be paid, and the LESSEE'S obligation to perform all other covenants and agreements on the part of the LESSEE to be performed. If such a casualty affecting fifty (50) percent or more of the improvements on either Parcel 1 or Parcel 2 shall occur within five years of the end of the fourth renewal term, and LESSOR shall be unwilling to terminate the existing Lease as to that parcel and enter into a new Lease on that parcel for at least ten years beyond the end of that term, LESSEE shall have the option to terminate the Lease as to that parcel and return the premises to LESSOR.

In the event of any damage by fire or other casualty, the terms of this Lease shall be otherwise unaffected and LESSEE shall remain and continue liable for the payment of rent, additional rent, real estate taxes and assessments, and other charges hereunder as though no damage by fire or other casualty had occurred.

ARTICLE XIV
CONDEMNATION

A) Taking for Temporary Use. If the temporary use of the whole or any part of either Parcel 1 or Parcel 2 of the demised premises shall be taken at any time during the term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the LESSEE and those authorized to exercise such right, the LESSEE shall give prompt notice thereof to the LESSOR and the term of this Lease shall not be reduced or affected in any way. In such case, the LESSEE shall continue to pay in full the net rent, additional rent, and any other sum of money provided to be paid by the LESSEE. The LESSEE shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Lease, in which case the award made for such taking shall be apportioned between the LESSOR and the LESSEE as of the date of such expiration. In any proceeding for such taking or condemnation the LESSOR shall have the right to intervene and participate; provided that if such intervention shall not be permitted the LESSEE shall, at the LESSEE'S expense, consult with the LESSOR, its attorneys, and experts, and make all reasonable efforts to cooperate with the LESSOR in the prosecution of defense of such proceeding.

B) Total Taking. If the whole or substantially all of either Parcel 1 or Parcel 2 of the demised premises shall be taken at any time during the term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between LESSOR, LESSEE and those authorized to exercise such right, then this Lease shall automatically terminate as to the affected parcel as of the date possession shall be taken by such authority and rent shall be paid up to that date with a proportionate refund by LESSOR of any rent paid in advance. In the event that such substantial part of either Parcel 1 or Parcel 2 of the demised premises is taken as shall result, in the good faith judgment of the LESSEE, in that portion of said parcel remaining after such taking being unsuitable for LESSEE'S use (even if restoration was made) then the LESSEE may, at LESSEE'S option, terminate this Lease as to the affected parcel by written notice to LESSOR given within sixty (60) days after title to the premises taken vests in the condemning authority. Any such taking which results in the termination of this Lease by the LESSEE in accordance with LESSEE'S option last herein stated, shall be taken and referred to as a total taking.

C) Partial Taking. A partial taking shall be the taking of a portion of either Parcel 1 or Parcel 2 of the demised premises for any public or quasi-public purpose by any lawful

power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between the LESSOR, LESSEE and those authorized to exercise such right, which does not constitute a taking for temporary use or a total taking as defined in paragraphs A and B of this Article XIV. In the case of such partial taking, this Lease shall remain in full force and effect as to the portion of either Parcel 1 or Parcel 2 of the demised premises remaining immediately after such taking and ^{permanent} rent shall be reduced in the same ratio that the fair value of the portion of the parcel taken bears to the fair value of ^{the entire parcel} ~~that portion of the demised premises~~ before the partial taking.

D) LESSOR agrees that in the event LESSOR exercises a power of eminent domain it has under the laws of the State of Ohio, or in the event the issue of LESSEE'S fair market value would be in question, that LESSEE is entitled to the value of all projected profits discounted to the date of taking that LESSEE can substantiate for the value of the leasehold interest being condemned and that in the event LESSEE desires assistance from LESSOR in contesting the right of some other condemning authority to condemn such premises that LESSOR will exercise whatever legal rights it may possess in order to protect the interest of LESSEE herein.

ARTICLE XV

QUIET ENJOYMENT AND EXCLUSIVE MERCHANDISING

LESSOR covenants and agrees that LESSEE, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease on its part to be kept, shall law-

fully, peaceably and quietly hold, occupy and enjoy said demised premises during the term of this Lease, without hindrance, ejection or molestation by LESSOR or any person or persons.

LESSOR represents that it is the sole owner of said premises and has a good and legal right to enter into this Lease and has complied with all the laws of the State of Ohio in the leasing of the premises herein and will furnish any and all necessary written certifications of its good title and right to lease herein without cost to LESSEE and will further take whatever action is necessary to cure any title defect in the title to said premises.

LESSOR agrees that so long as the demised premises are occupied by LESSEE, its successors or assigns, for a motel, retail supermarket food store, retail drug store, and retail discount department store, LESSOR will not use or permit the use of any of the twenty-six acre tract (described in Appendix B hereto) upon which Parcel 2 is located for the purposes of motel, retail food, drug or discount department store sales which would compete with the business of LESSEE or any sub-lessee or assignee of LESSEE being conducted on the demised premises.

ARTICLE XVI

WAIVER OF RIGHTS OF REDEMPTION

If, at any time hereafter, LESSOR shall obtain possession of the demised premises under legal proceedings or pursuant to the terms and conditions of this Lease or

pursuant to present or future law, because of default by LESSEE in observing or performing any term, covenant, condition or agreement of this Lease, all rights of redemption provided by any law, statute or ordinance now in force or hereafter enacted shall be and are hereby waived by LESSEE, other than any rights of secured creditors or mortgagees of record, and the issuance of a warrant pursuant to a final order or decree in such proceedings shall terminate the relation of LESSOR and LESSEE, and of landlord and tenant, without any right of redemption or reinstatement.

ARTICLE XVII

PRESENT CONDITION OF PREMISES

LESSEE represents that the demised premises, the improvements thereon, the sidewalks and structures adjoining the same and subsurface conditions have been examined by LESSEE and that LESSEE accepts the same, without recourse to LESSOR, in the condition or state in which they or any of them now are, without representation or warranty, express or implied in fact or by law, as to the nature, condition or usability thereof or as to the use or uses to which the premises or any part thereof may be put or as to the prospective income from, and expense of operation of, the demised premises.

ARTICLE XVIII

RIGHTS OF ASSIGNMENT AND SUBLEASING

LESSEE may assign all or any part of its interest hereunder provided that no such assignment shall relieve or discharge LESSEE of its obligations hereunder without LESSOR'S consent.

LESSEE may sublease portions of the demised premises, provided that all such proposed subleases are first approved by LESSOR and the President and Trustees of Ohio University which approval shall not be unreasonably withheld. LESSOR may require as a reasonable condition of approval of any such sublease that the subtenant execute an attornment agreement with LESSOR agreeing that in the event of termination of this Lease the subtenant will recognize LESSOR as its landlord and attorn to LESSOR, and agreeing not to amend or cancel such sublease without LESSOR'S consent.

ARTICLE XIX

FOREBEARANCE, ETC.; RIGHT TO PERFORM LESSEE'S COVENANTS

a) Notice. In the event that LESSEE'S interest under this Lease is subject to any first Mortgage, LESSOR will give to Mortgagee a copy of each notice or other communication from LESSOR to LESSEE hereunder at the time of giving such notice or communication to LESSEE, and LESSOR will give to Mortgagee a copy of each notice of any rejection of this Lease by any trustee in bankruptcy of LESSEE. LESSOR will not exercise

any right, power or remedy with respect to any default hereunder and no notice to LESSEE of any such default and no termination of this Lease in connection therewith shall be effective, unless LESSOR has given to Mortgagee written notice or a copy of its notice to LESSEE of such default or any such termination, as the case may be.

b) Forbearance by LESSOR. LESSOR will not exercise any right, power or remedy with respect to any default hereunder, including the rights, powers and remedies given to LESSOR in Article IV, if

1. in the case of a default in the payment of rent (except percentage rent) or other sums due hereunder, or any other default then susceptible of being cured by Mortgagee, Mortgagee shall, within 30 days after giving of the notice by LESSOR pay such rent or other sum, or cure said default, or

2. in case of any default in the payment of percentage rent, Mortgagee shall promptly pay such percentage rent, if the amount has been or can be determined, and if not, an amount equal to the average percentage rent paid for the preceding twelve months, multiplied by the number of years (or portion thereof) for which percentage rent is unpaid, or

3. in the case of any other default,
 - (i) Mortgagee, within 30 days after the giving by LESSOR of notice of such default, gives written notice to the LESSOR of

Mortgagee's intention to foreclose its Mortgage, (ii) Mortgagee, within 60 days after the giving of such notice of default by LESSOR, commences foreclosure or similar proceedings under the Mortgage for the purpose of acquiring LESSEE'S interest in this Lease and thereafter diligently prosecutes the same, and (iii) either Mortgagee or any other purchaser of LESSEE'S interest under this Lease, within a reasonable time after the acquisition of such interest, cures all defaults hereunder susceptible of being cured by Mortgagee or such purchaser, provided, further that LESSOR shall in no event be required to forbear hereunder unless Mortgagee shall within 30 days after the giving of notice by LESSOR pay all rent and other sums (including percentage rents) due hereunder in respect of which there exists a default.

ARTICLE XX

ESTOPPEL CERTIFICATES

Each party hereto agrees that at any time during the term of this Lease, within thirty (30) days after request by the other party hereto, it will execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee or mortgagee designated by such other party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying

the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing default by LESSEE in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

ARTICLE XXI

RIGHTS CUMULATIVE

All the rights and remedies of LESSOR and LESSEE under this Lease or pursuant to present or future law shall be deemed to be separate, distinct and cumulative and no one or more of them, whether exercised or not, nor any mention of or reference to, any one or more of them in this Lease, shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any of the rights or remedies which LESSOR or LESSEE may have, whether by present or future law or pursuant to this Lease, and both LESSOR and LESSEE shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or remedy without thereby waiving or being barred or estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

ARTICLE XXII

NOTICES

Notices, demands and communications hereunder to the LESSEE or to the LESSOR shall be validly and sufficiently served, given or made only if mailed by registered mail, or certified mail, postage prepaid, addressed as follows:

a) If to LESSOR:

Director of Department of Public Works
State Office Building
Columbus, Ohio 43215

b) If to LESSEE:

The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45201

Copies of all notices, demands and communications from LESSOR or LESSEE shall also be directed to the President and Trustees of Ohio University:

Ohio University
Cutler Hall
Athens, Ohio 45701

Attn: Secretary to Board of Trustees

In all cases where LESSOR must give notice to LESSEE, that a copy of such notice go to the Mortgagee of record to the same address that is of record for Mortgagee.

Either party may designate, by notice in writing, a new address, to which any such notice, demand or communication shall thereafter be so addressed and mailed.

ARTICLE XXIII

LESSOR'S RIGHT OF ACCESS

The LESSOR or any agent of LESSOR shall have the right at any reasonable time and upon reasonable notice to LESSEE to enter the demised premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of LESSOR. Nothing herein contained shall be deemed to oblige the LESSOR to make any inspection or examination of the demised premises or to maintain said premises.

LESSOR, prior to entering the demised premises for the purpose of examination or for any other purpose, shall cause to be delivered to LESSEE'S agent a written notice setting out the reason for the need to enter and examine such premises and LESSEE shall have the right to have an agent of LESSEE'S present at the time of such entry and examination of the premises.

ARTICLE XXIV

NON-WAIVER

No waiver by LESSOR of any breach by LESSEE of any term, covenant, condition or agreement herein and no failure by LESSOR to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such

term, covenant, condition or agreement, nor bar any right or remedy of LESSOR in respect of any such subsequent breach, nor shall the receipt of any rent or additional rent, or any portion thereof, by LESSOR, operate as a waiver of the rights of LESSOR to enforce the payment of any other such rent or additional rent then or thereafter in default, or to terminate this Lease, or to recover the demised premises or to invoke any other appropriate remedy which LESSOR may select as herein or by law provided.

ARTICLE XXV

LIMITATION OF LESSOR'S LIABILITY

The term "LESSOR" as used in this Lease, so far as covenants or obligations on the part of LESSOR are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the demised premises, and in the event of any transfer or transfers of the title to such fee, LESSOR herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all liability as respects the performance of any covenants or obligations on the part of LESSOR contained in this Lease thereafter to be performed, provided, that, any funds in the hands of LESSOR or the then grantor at the time of such transfer, in which LESSEE has an interest, shall be turned over to the grantee and any amount then due and payable to LESSEE by

LESSOR or the then grantor under any provision of this Lease shall be paid to LESSEE, and provided further that upon any such transfer, the grantee or transferee shall expressly assume and agree to be bound by, subject to the limitations of this Article, all of the terms, covenants, and conditions in this Lease contained, to be performed on the part of LESSOR, it being intended hereby that the covenants and obligations contained in this Lease on the part of LESSOR shall, subject as aforesaid, be binding on LESSOR, its successors and assigns, only during and in respect of their respective successive periods of ownership.

Action by the LESSOR under this Article is subject to LESSEE'S approval which shall not be unreasonably withheld.

ARTICLE XXVI

TITLE TO IMPROVEMENTS; SURRENDER

LESSEE covenants and agrees that its title to the Improvements shall become subject to the terms and conditions of this Lease, upon execution of the same, and that any grantees or assignees of its title to the Improvements or this Lease shall take subject to and be bound by the terms and conditions of this Lease expressly including the following provisions:

(a) Upon termination of this Lease, by expiration or prior termination by default or otherwise, LESSOR shall be the sole and absolute owner of the Improvements, free of any

right, title, interest or estate of LESSEE, subject to the rights of Mortgagees of record, therein without the execution of any further instrument and without payment of any money or other consideration thereof. LESSEE shall execute such further assurances of title as may be requisite. LESSEE hereby grants, releases, transfers, sets over, assigns and conveys to LESSOR all of its right, title and interest in and to the Improvements, subject to the rights of Mortgagees of record, upon the termination of this Lease and subject to the right of LESSEE to remove all signs and identifying indicia on the premises. Nothing herein contained shall adversely affect any right that LESSEE may have to quiet enjoyment and possession so long as the Lease shall continue in force and effect and LESSEE shall not be in default hereunder.

(b) The LESSEE shall upon such termination well and truly surrender and deliver the demised premises and deliver the Improvements, excepting LESSEE'S or subtenants' movable trade fixtures, machinery, equipment and personal property including signs and other identifying indicia (without any payment or allowance whatever to LESSEE on account of, or for, the Improvements or any part thereof) to the possession and use of LESSOR, without fraud or delay and in good order, condition and repair, ordinary wear and tear excepted, taking into consideration the useful life of the Improvements if said Lease does not terminate until the time provided herein and the extensions as provided by options to renew herein.

(c) The LESSEE covenants and agrees that without the prior written consent of LESSOR it will not execute and deliver or renew any sublease to a subtenant which would extend beyond the term of this Lease, it being the intention of the parties that the LESSOR at the termination of this Lease shall be the sole owner of the Improvements as well as the land (demised premises), not subject to any lease, or subtenants' rights of any kind, except as specifically consented to by LESSOR, subject to the right of Mortgagees of record.

(d) LESSOR, upon termination of this Lease for any reason, may without notice (any notice to quit or intention to re-enter required by law, being expressly waived by LESSEE) re-enter upon the Property and possess itself thereof by summary proceedings, ejectment, or otherwise, and may dispossess LESSEE and remove LESSEE and all other persons and property from the Property and may enjoy the demised premises and Improvements and have the right to receive all rents and other income from the same, subject to the rights of Mortgagees of record. Any personal property of LESSEE remaining on the Property more than 30 days after termination or expiration of this Lease shall be deemed abandoned by it and be retained by LESSOR as its sole property or be disposed of, without liability or accountability, as LESSOR sees fit.

(e) It is the intent and agreement of the parties that any mortgage lien or indebtedness created by LESSEE, sublessees, or assigns will be retired by LESSEE, sublessees or assigns within the term of the lease during which said lien or indebtedness is created.

ARTICLE XXVII
NO ORAL CHANGES

This Lease may not be changed or modified orally but only by an agreement in writing signed by the party against whom such change or modification is sought to be enforced.

It is understood that any supplemental writing to this Lease can be signed by the Director of the Department of Public Works and does not require the signature of the Governor of the State of Ohio.

ARTICLE XXVIII
TITLES OF NO EFFECT

The titles set forth in this Lease, and the references to such titles at various places in this Lease, are intended for ease of reference only and shall have no force or effect in the interpretation of this Lease.

ARTICLE XXIX
COVENANTS TO CONTINUE

The provisions hereof shall be considered as running with the land and shall apply to, bind and inure to the benefit of not only the LESSOR and LESSEE but also the successors and assigns of the parties; provided, however, that no assignment by or through LESSOR or LESSEE in violation of the provisions hereinbefore contained shall vest any right in the assignee thereunder.

ARTICLE XXX
GOVERNING LAW

This Lease shall be construed according to and governed by the laws of the United States Government, the State of Ohio, and the ordinances of the City of Athens.

ARTICLE XXXI
MEMORANDUM OF LEASE

At LESSEE'S request, LESSOR will execute and deliver to LESSEE a memorandum of this Lease containing the information required by Section 5301.251, Revised Code of Ohio, and such other information as LESSEE shall reasonably determine.

Witnesses as to the signature
of the Governor:

Witnesses as to the signature
of The Director of Public
Works:

Witnesses as to the Signature
of LESSEE:

THE STATE OF OHIO

By _____
JOHN J. GILLIGAN, Governor

By _____
Department of Public Works

LESSOR

THE KROGER CO.

By _____

By _____

LESSEE

This instrument prepared by the Attorney General of the State of Ohio.

APPROVED: _____, 1973

Attorney General of Ohio

STATE OF OHIO, FRANKLIN COUNTY, ss:

Before me, a Notary Public in and for said county, personally appeared the above named John J. Gilligan, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, this _____ day of _____, 1973.

Notary Public

(SEAL)

STATE OF OHIO, FRANKLIN COUNTY, ss:

Before me, a Notary Public in and for said county, personally appeared the above named _____ who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, this _____ day of _____, 1973.

Notary Public

STATE OF OHIO,

County, ss:

Before me, a Notary Public, in and for said State,
personally appeared _____, President
and _____, Secretary of The Kroger Co.,
the corporation which executed the foregoing instrument, who
acknowledged that the seal affixed to said instrument is the
corporate seal of said corporation; that they did sign and
seal said instrument as such President and Secretary in behalf
of said corporation and by authority of its Board of Directors;
and that said instrument is their free act and deed individually
and as such President and Secretary and the free and corporate
act and deed of The Kroger Co.

IN TESTIMONY WHEREOF, I have hereunto subscribed
my name and affixed my official seal at _____,
this _____ day of _____, 1973.

Notary Public

(SEAL)

In official minutes:

*155a Plat, Kroger Shopping Center
155b Plat, Motel Area
155c Deed Record*

155a, b, c

OHIO UNIVERSITY
OFFICE OF THE PRESIDENT
ATHENS, OHIO

ASSISTANT TO THE PRESIDENT

May 9, 1973

Documents pertaining to the development of the lease appear as Attachment 2.

B. Honorary Degree Recommendations.

In accordance with Board policy of approving nominees for honorary degrees and making the names public at or near the time the degrees are conferred, action was taken to ratify for public record the conferral of honorary degrees approved for 1973. Mr. Kircher moved approval of the resolution, which Dr. Holzer seconded. Approval was unanimous.

RESOLUTION 1973-67

BE IT RESOLVED that the Ohio University Board of Trustees does hereby approve the following persons for the honorary degrees indicated:

Frank Stanton	Doctor of Mass Communication
Rowena Sprout	Doctor of Humane Letters
Elmer Jagow	Doctor of Laws
Arshad bin Ayub	Doctor of Laws

VII. New Business

A. Faculty Senate Mission Statement.

Dr. Holzer Moved approval of the resolution, which Mr. Morris seconded. The vote to approve was unanimous.

RESOLUTION 1973-68

BE IT RESOLVED that the Ohio University Board of Trustees does hereby approve *Faculty Senate Resolution adopted 3/26/73 (page 157)*:

RESOLUTION ADOPTED 3/26/73

FACULTY SENATE

CONSTITUTIONAL AMENDMENT

ARTICLE 3: Functions of the Faculty Senate

1. The Faculty Senate shall:

- a. Initiate policies relating to University-wide academic matters, recommending their approval by the President through the Executive Vice President and Dean of Faculties.
- b. Initiate policies relating to the rights and responsibilities of faculty members incident to their employment by the University, recommending their approval by the President through the Executive Vice President and Dean of Faculties.
- c. Receive, act upon, and transmit to the President through the Executive Vice President and Dean of Faculties the views of the Senate with respect to proposals initiated by the President, the Executive Vice President and Dean of Faculties, or other individuals or groups regarding policies relating to University-wide academic matters, changes and additions to the Faculty Handbook, and policies relating to the rights and responsibilities of faculty members incident to their employment by the University.
- d. Act upon all faculty grievance matters according to policies and procedures of the Faculty Handbook.
- e. Initiate changes and additions to the Faculty Handbook, recommending their approval by the President through the Executive Vice President and Dean of Faculties.
- f. Act as official channel of faculty opinion on all matters which have a bearing on academic excellence.

Renumber:

part 1 becomes 8	8 becomes 4
3 becomes 9	10 becomes 5
4 becomes 2	11 becomes 6
7 becomes 3	12 becomes 7

Delete:

parts 5, 6, 9.

Dr. Culbert's letter transmitting the Statement to the Board appears as Attachment 3.

B. Emeritus Recommendations.

Mrs. Johns moved approval of the resolution, which Mr. Baxter seconded. The motion was unanimously approved. Mr. Kennedy stated that all were in agreement that the honor was well deserved and that in bestowing it the University was being honored for having this caliber of people with it over the years.

RESOLUTION 1973-69

BE IT RESOLVED that the Ohio University Board of Trustees does hereby approve change from current faculty status to emeritus status for the following professors who are retiring in 1973:

Rush Elliott, Rush Elliott Professor of Anatomy to
Rush Elliott Professor Emeritus of Anatomy

Robert Coe, Professor of Radio-Television to
Professor Emeritus of Radio-Television

Evangeline Merritt, Associate Professor of Voice to
Associate Professor Emerita of Voice

Documents in support of the emeriti recommendations appear as Attachment 4, p. 194.

C. Amendments to the Constitution of the Administrative Senate.

Chairman Kennedy classed this as a technicality. Mr. Johnson moved approval, which Mr. Stocker seconded. The vote to approve was unanimous.

RESOLUTION 1973-70

BE IT RESOLVED by the Board of Trustees of Ohio University that the Constitution of the Administrative Senate of Ohio University is hereby amended as shown (specifically Article I, Section 1, Membership, Section 2, Composition; Article II, Section 1, Petitioning for Office, Section 2, Election Committee, Section 3, Elections; and Article III, Amendments):

ARTICLE I

Membership and Composition

Section 1. Membership

For the purpose of electing Senators, the university will be divided into four areas as follows: Academic (Vice President and Dean of Faculties), Regional Higher Education (Vice President for Regional Higher Education), Business and Administrative Services (Vice President for Administrative Services, Vice President and Treasurer, Vice President for University Relations), and Educational Services (Vice President for Educational Services, Assistant to the President for Planning, Budgeting, Information Services). Each area will include all divisions currently reporting to the Senior Administrator(s) responsible for the area and will be made up of all full-time contract

personnel who spend fifty percent or more of their time involved in administrative duties or administrative support duties, and who do not report directly to the President, and who are on university contract before January 1 of the year of the election.

Revision

For the purpose of electing Senators, the University will be divided into Districts as described in the Bylaws.

An "administrator" is defined as a full-time contract employee of Ohio University who spends fifty percent or more of his time in administrative duties, excluding the President and those who report directly to the President, those who have faculty status and those who are members of the Deans' Council.

Explanation

This section has been revised to recognize the administrative reorganization of the University and provide for more equitable constituency representation. Rationale is that the Constitution need not be amended each time there is a reorganization of the University.

Section 2. Composition

The Administrative Senate will be made up of thirty (30) elected representatives, with six Senators elected from each area and six elected at-large. The names of all candidates at-large will appear on ballots sent to everyone eligible to vote in the election.

Revision

The Administrative Senate will be composed of thirty (30) elected representatives with some Senators elected from Districts and some elected At-Large.

Explanation

This section sets the size of the Senate membership at thirty (30) but does not specify the exact number for each District in order to provide for better representation of the constituency.

ARTICLE II Elections

Section 1. Petitioning for Office

Any full-time contract personnel who spends fifty percent or more of his time involved in administrative support duties, and who does not report directly to

the University President, and who is on university contract before January 1 of the year of the election is eligible to be a representative to the Administrative Senate. To be a candidate for the position of Senator, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large or an area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain three supporting signatures from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

Section 2. The Election Committee

For 1971 the Election Committee shall consist of three persons and have the responsibility to administer the 1971 election and facilitate the creation of the Senate after the 1971 election. In all future years, the Election Committee will be appointed by the Administrative Senate.

The Election Committee is charged with the following responsibilities: they will prepare and circulate petitions three weeks prior to election day. Petitions will be available at a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an at-large or area office, and that the signatures on the petitions are appropriate for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an at-large office whose petitions have been certified shall appear on each ballot. Candidates for an area office shall appear only on ballots sent to the constituency in their area. Each ballot shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified. Validated ballots will be accepted by the Election Committee for one week after election day.

As of four o'clock (4:00 pm), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

Section 3. Elections

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The candidate for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of a plurality. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.

For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms have expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 pm. Results of the election will be posted the second Friday of May at 4:00 pm, and letters will be mailed to all candidates at this time. In the Administrative Senate minutes following the elections, the results shall be included with the number of total ballots mailed, and total votes cast by areas and for each candidate.

The term of office of all elected representatives will begin June 1 of the year in which each is elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

Revisions

Delete Article II, Elections, Section 1, Section 2 and Section 3 from the Constitution.

Explanation

These sections are to be incorporated into the Bylaws so that the Constitution of the Administrative Senate need not be amended each time a reorganization of the University occurs.

ARTICLE III Amendments

The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President and Trustees of the Ohio University.

Revision

The Constitution of the Administrative Senate may be amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President of Ohio University and the Trustees of Ohio University.

Explanation

Article III would, of course, become Article II. This article has been amended for purposes of clarity.

Documents pertaining to the resolution appear as Attachment 5. The attachment includes a copy of the Constitution as it will appear after changes have been incorporated. Also a copy of the Bylaws.

D. Report on Construction Contracts--Memorial Auditorium, Lindley Hall, and Lasher Hall.

The report by Vice President Culp was for information only. Bids exceeded estimates by over \$200,000. A study of alternatives is under way. From this will be formulated a recommendation for consideration by the Board Committee on Budget, Finance and Physical Plant, which on March 8, 1973, the Board authorized to recommend the awarding of construction contracts/subject/ to the Director's recommendation to the University and the availability of funds. The Board will be kept informed of developments.

E. Report of Selection of Architect for Lancaster Phase II Project.

Vice President Culp reported concurrence by the Committee on Budget, Finance and Physical Plant, which had been authorized by the Board to act in this matter, in the recommendation that Trautwein Associates, Inc. of Worthington, Ohio, be named architects for the Lancaster Phase II Project (Resolution 1973-53, March 8). Documents pertaining to this appear as Attachment 6.

F. Report on Convocation Center Financing.

Vice President Milar was asked by the Chairman to comment on the sale of Convocation Center Notes of 1973, as authorized by Resolution 1973-61 on March 8, 1973. He read the following statement which had been transmitted to Trustees on May 2, 1973.

On March 8, 1973, the Board of Trustees authorized the issuance of one-year Convocation Center Notes providing the interest rate did not exceed 4.75%.

On April 26, bids were received on these one-year notes. The bid results are as follows:

	<u>Amount</u>	<u>Rate</u>
Ball, Burge & Kraus (with Clark Dodge, MLPF&S, Central Trust Co.)	\$272,699.00	4.564%
Ryan, Sutherland & Company	\$274,727.50	4.5979%
McDonald & Company	\$282,020.00	4.72%

The award of the notes was made to Ball, Burge & Kraus, and it is anticipated delivery will be made on May 17th in time to retire the 1972 notes in an amount of \$6,125,000.

The effect on the 1973-74 budget and the ability to retire additional principal is as follows:

Principal		\$5,975,000
Budget	\$500,000	
Less Interest	272,699	
Less Insurance & Legal Cost	<u>7,000</u>	
Balance	\$220,301	<u>220,301</u>
New Principal Balance		\$5,754,699

Mr. Kennedy commented that the interest rate as determined by competitive bidding was higher than had been anticipated, but that it was a good rate in the current market. He stated that the Board could feel content that the arrangement was satisfactory.

VIII. Selection of Names for Buildings

A. Chillicothe Phase II Building.

Mr. Johnson reported that he had reviewed proposals submitted to the Board and was recommending the name of Burton E. Stevenson. In response to a question by Chairman Kennedy, he stated that the Board's desire to have the community take leadership in the naming of buildings had been followed. The name was formally recommended by and endorsed by the Chillicothe Coordinating Council. Mr. Johnson moved approval of the resolution, which Dr. Holzer seconded. Approval was unanimous.

RESOLUTION 1973-71

BE IT RESOLVED by the Board of Trustees of Ohio University that the Chillicothe Phase II Building be named in honor of Burton E. Stevenson.

B. Psychology Research Building.

Mr. Johnson recommended that this Athens campus building be named for the late Professor Emeritus of Psychology, Amos C. Anderson. The recommendation was initiated by the Psychology Department and had the endorsement of all officials concerned. He moved approval of the resolution, which was seconded by Mr. Stocker, and unanimously approved.

RESOLUTION 1973-72

BE IT RESOLVED by the Board of Trustees of Ohio University that the Psychology Research Building be named in honor of Professor Emeritus of Psychology, Amos C. Anderson

IX. Election of President, Secretary and Board Officers

Chairman Kennedy announced that this was likely to be the last formal meeting until the end of the fiscal year and that therefore officers for 1973-74 should be elected. He explained that, unless events interposed to prevent it, Board members entered the office of vice chairman in chronological order according to the date of appointment to the Board, and that the vice chairman succeeded to the chairmanship.

A. Board Officers.

1. Chairman of the Board.

Mr. Stocker nominated Mr. Morris, which Mr. Baxter seconded. Action to approve the resolution was unanimous.

RESOLUTION 1973-73

BE IT RESOLVED by the Board of Trustees of Ohio University that William R. Morris is elected Chairman of the Board for the year beginning July 1, 1973, and ending June 30, 1974.

2. Vice Chairman of the Board.

Dr. Holzer nominated Mrs. Phillips. Mr. Baxter seconded the motion, which was unanimously approved.

RESOLUTION 1973-74

BE IT RESOLVED by the Board of Trustees of Ohio University that Mrs. J. Wallace Phillips is elected Vice Chairman of the Board for the year beginning July 1, 1973, and ending June 30, 1974.

3. Secretary of the Board.

Mr. Baxter nominated Mr. Robert E. Mahn. Dr. Holzer seconded the nomination, which was unanimously approved.

RESOLUTION 1973-75

BE IT RESOLVED by the Board of Trustees of Ohio University that Robert E. Mahn is elected Secretary of the Board for the year beginning July 1, 1973, and ending June 30, 1974.

4. President of the University.

Dr. Holzer requested the honor of nominating Dr. Claude R. Sowle. All members seconded the nomination which was unanimously approved.

RESOLUTION 1973-76

BE IT RESOLVED by the Board of Trustees of Ohio University that Claude R. Sowle is elected President of Ohio University for the year beginning July 1, 1973, and ending June 30, 1974.

Mr. Baxter moved that the President's salary for 1973-74 be established at a figure \$4,000 above the 1972-73 figure, and that the expense allowance be continued at the same amount as in 1972-73. Mr. Morris seconded the motion, which was approved unanimously.

RESOLUTION 1973-77

BE IT RESOLVED by the Board of Trustees of Ohio University that the salary of the President, Claude R. Sowle, for the year beginning July 1, 1973, and ending June 30, 1974, be \$4,000.00 above the 1972-73 figure, and that the expense allowance be continued at the same amount as in 1972-73.

X. Selection of Next Meeting Date and Site

It was agreed that the next meeting would be on September 10, 1973, in Athens.

XI. General Discussion--Roll Call of Members

Dr. Holzer expressed pleasure at the visit to the Portsmouth campus. Other members joined in this expression.

Mr. Morris expressed pleasure at the beauty and adequacy of the plant, stating that the Board found satisfaction in past actions which had brought this about. He complimented Mr. Kennedy on his leadership as Chairman during 1972-73 and expressed the hope that he could provide the same type of leadership in the year ahead.

Mrs. Johns expressed to the hosts the thanks of the Board for a pleasant and informative day.

Mr. Baxter extended congratulations to Chairman-elect Morris, saying that he was satisfied that he had the best interests of the University at heart. As an "expiring trustee," with his term scheduled to end on May 13, 1973, he expressed pleasure at having served on the Board and the hope that his relationship with members would continue. Mr. Kennedy assured him that he would not be permitted to "expire" yet. He stated that he and other Board members had enjoyed their association with him and that they respected his dedication and the great service he had rendered.

Mr. Stocker expressed appreciation for the privilege of working with Mr. Kennedy during his tenure as Chairman, and the prospect of working with Mr. Morris during his term as Chairman.

Mr. Johnson expressed appreciation to Mr. Kennedy for his leadership. He asked that the minutes reflect, particularly for the benefit of the people of Portsmouth, the Board's appreciation to Mr. Baxter for his loyalty and leadership as a Board member and as a great supporter of the Branch.

President Sowle thanked all for their contributions, and complimented Dr. Flinchbaugh for his leadership. He extended best wishes to the new and retiring Chairmen, stating that there was no question about fine leadership in the future. Mr. Morris, he said, had always been available, and would be an outstanding chairman. Mr. Kennedy, he said, had rendered outstanding service as Chairman, as well as exceptional support to the University.

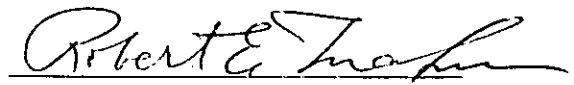
On the assumption that Mr. Baxter was terminating his position on the Board, President Sowle referred to the Certificate of Appreciation awarded Mr. Baxter "as a mark of esteem" by the Board in 1972, following his two years of distinguished service as Chairman of the Board. He emphasized that the feeling was present today.

Chairman Kennedy summarized by stating that if a future meeting were to be held on a regional campus, he hoped it would be a repeat of the Portsmouth meeting in respect to the help and dedication displayed by the hosts.

XII. Adjournment

The Chairman, determining that there was no further business to come before the Board, declared the meeting adjourned at 3:10 P.M.


Edwin L. Kennedy
Chairman


Robert E. Mahn
Secretary

Report of the Director of the
Ohio University Portsmouth Regional Campus
to the
Ohio University Board of Trustees
May 9, 1973

On behalf of the administration, faculty, civil service employees, and students, it is with great pleasure that I welcome the Ohio University Board of Trustees and President Sowle to the Ohio University Portsmouth Regional Campus. We are especially pleased to have you here because it has been as a result of your foresight and approval that the regional campuses of Ohio University have developed into institutions which are unique in their service capabilities to the citizens of Southeast Ohio. Through the leadership of Presidents Baker, Alden, and Sowle the regional campuses have developed and matured, until now, they stand as important arms of a great university.

History of Ohio University Portsmouth

The history of the development of the Portsmouth campus is an interesting one. Beginning in the Autumn of 1945, an academic center was established in Portsmouth High School as Ohio University's response to the urging of Portsmouth business executive N.B. Griffin.

The primary purpose of the Portsmouth Academic Center was to serve the adult educational needs of the community and returning GU's. No full time faculty members were employed during these initial years of operation; most of the faculty members employed were from Ohio University or Marshall University. Nevertheless, the attendance of full and part time students reached a total of 1,200 students in the late 1940's.

As a result of diversified curricular demands placed on the Center by students' educational interests and needs, the problems of continuing the Center's operation in the high school became acute. In 1961 the Academic Center operation moved to Griffin Hall, a former Portsmouth elementary school building, and became a university branch with its own facility.

It soon became obvious that Griffin Hall left much to be desired in its ability to serve the varied academic programs. The Portsmouth Advisory Board, which had made the use of Griffin Hall possible by raising \$126,835.21 to re-roof, remodel, repair, and finance the payment of utilities and the salary of a heating engineer and custodian, again set to work to raise funds for a new facility. Monetary donations came from many sources so that \$125,000 was raised for the purpose of purchasing the land on which the new campus was to be located. Ground was broken on November 24, 1965 and Massie Hall was completed and the first classes held in it on February 6, 1967. Massie Hall sits on a portion of the total 10.83 acres which comprises the Ohio University Portsmouth Regional Campus. The present space utilization of the building is as follows:

Area Description	Number of Rooms	Total Square Feet Per Area	Percent of Total Area
Classrooms	41	29,954	32.0
Science Laboratories (Including Nursing)	10	7,522	8.0
Library	2	8,241	8.7
Student Programs (Including Lounge, Foodservice, Recreation)	3	12,310	13.0

Area Description	Number of Rooms	Total Square Feet per Area	Percent of Total Area
Administrative Offices	9	2,625	2.8
Faculty Offices	52	11,344	12.0
Bookstore	1	903	.9
Maintenance/Heating Cooling		5,282	5.6
Hallways, Stairways, Storage Areas		16,214	17.0
Total		94,396	100.00

Ohio University Personnel

The OUP faculty initially began to grow in 1961 and in 1972-73 there were 24 full time faculty members, as well as an average of 35 part time faculty members teaching per quarter. In the Autumn of 1972 the full time faculty was divided into five academic divisions for the purposes of improving academic curriculum planning and increasing the efficiency of the decision making processes. These divisions are math/science, nursing, fine arts, social sciences, and humanities.

The OUP administration has grown since the move into Massie Hall and at one point comprised six administrators including two professional librarians. Since December 1972, however, the administrative staff has been reduced and its energies dispersed somewhat differently than previously.

The administrative staff currently working at OUP is noted below:

Director -- Dr. Robert W. Flinchbaugh
Assistant Director and Coordinator of Admissions & Registration -- William Russell
Coordinator of Continuing Education -- Fred Chrisman
Student Programs Director -- Gene S. Come
Librarian -- John Williams (Mr. Williams is employed 1/4 time by the Scioto County Technical College in a cooperative arrangement with OUP).

There are presently 9 secretarial type employees (3 of whom are assigned to the library) and 7 maintenance-custodial employees at OUP. In March 1973 these two staff areas was reduced by one employee in order to arrive at the present civil service staffing level.

Ohio University Portsmouth Student Body

The student body on the Portsmouth campus has been one which has fluctuated both in total size and in the proportion of full time and part time students. The proportion of full to part time students, FTE, the average hourly student load, and the total student credit hours for 1970, 71, and 72 are noted below.

Number of Full and Part Time Students,
FTE, Average Student Credit Hours, and Total
Student Credit Hours for Autumn Quarter
1970, 71, and 72

	Autumn Quarter 1970	Autumn Quarter 1971	Autumn Quarter 1972
Number of Full Time Students	468	460	412
Number of Part Time Students	304	237	271
Total Number of Full and Part Time Students	772	697	683
FTE	600	560	525
Average Student Credit Hour Load	11.66	12.04	11.52
Total Student Credit Hour Load	9,002	8,395	7,871

Each subsequent quarter since Autumn Quarter 1970 has seen a slight diminution of students and FTE, but the losses have been slight for the 1973 Winter and Spring Quarters. Indications are that the student enrollment may be reversed for Autumn 1973 as a result of increased recruitment activities by this campus, an expanded and diversified curriculum, a broadened community service orientation by this campus, improved student counseling, refurbishment of the building into a more attractive facility, and an expanded and improved library operation.

Ohio University Portsmouth Library

In 1971 when John Williams, the head librarian and I arrived on this campus, the library had 23,757 books, 898 microforms, 2,733 films, tapes and records, and 250 periodicals. Average student use per year was 3.00 books. Average faculty book use per year was 3.54 books. At this moment in 1973 we have 35,289 books, 4,402 microforms, 3,705 films, tapes, and records, and 459 periodicals. Average student use per year has increased to 10.3 books and average faculty use to 59.4 books. These astonishing statistics have occurred in less than two years.

The OUP library has been opened to the public and to high school and Scioto County Technical College students and faculties. We are continuing to develop new avenues of cooperation with private colleges in the area on an estimated cost basis.

Improvements at Ohio University Portsmouth 1971-73

The number and variety of improvements made at Ohio University Portsmouth in the two year period July 1971 to 1973 are too extensive to discuss in detail. Therefore I will simply list some of the more important ones below.

1. Two new associate of arts degree programs, with concentrations in environmental studies and banking, were developed and instituted.
2. Academic divisions were created in order to provide improved communications, management, and curriculum development.
3. Promotion and tenure guidelines were developed and have just been revised.
4. The library operation was expanded and opened for the public as well as longer hours provided for students.
5. The use of the building by community organizations has been encouraged; and as a result, increased visibility has occurred.
6. The building was completely refurbished: the interior and exterior painted, the heating and air conditioning system repaired, the roof repaired, and the parking lot black topping and sealing completed.
7. A new administrative suite was created.
8. An improved student services area was created by moving interior walls so that an improved food service area, student recreation room, and book store were developed. Also, by making this change, an improved art suite was created.
9. A newly designed, expanded music room was created.
10. A Portsmouth Faculty Council and Curriculum Council have been created through which improved instruction and communications will result.
11. Student recruiting and personal counseling have been increased.
12. A faculty speaker's bureau is being created as a means of expanding our community service role.
13. The nursing program has been stabilized and the quality of the product increased.

Goals for the Future

Last week this campus stood for North Central Accreditation. The visiting team met with us for three days, interviewing administrators, faculty, students, community members, and civil service personnel. It will be several weeks before we receive the team's written report; in the meantime we are going to take some time on this campus to reflect where we are going. Some broad goals for the future, which I would personally like to see accomplished, are noted as follows:

1. A meaningful consolidation, under a workable format, with the Scioto County Technical College.
2. The establishment of several new community service associate degree programs, and the refinement of all of our associate degree programs so that they become identified as funded, tagged programs.
3. The expansion of the faculty's beginning efforts in curriculum development, and in assessment and improvement of instruction.
4. Development of much closer, cooperative, working relationship with Athens departments and deans.
5. A greatly expanded educational service role to the schools, businesses, and industry in the area.

In summation, then, let me assure you that you have the commitment, of those of us at OUP, that we will continue to serve Ohio University with distinction in the future. We will endeavor to provide a broad based academic program which will enable students to continue their education on the main campus; while at the same time, we will attempt to provide special educational services to those sectors of the community which need them.

Again, thank you for coming to Ohio University Portsmouth and for your continued support of this campus.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 30, 1973

TO Mr. Robert E. Mahn, Secretary to the Board of Trustees

FROM Wm. Charles Culp, Vice President for Administrative Services *WCC*

SUBJECT PROPOSED LEASE WITH KROGER COMPANY

On April 1, 1973, the Budget, Finance, and Physical Plant Committee reviewed a proposed lease with the Kroger Company dated April 1, 1973. At that time, the committee determined that the lease document was in proper form and that it could be recommended for approval by the Board of Trustees, subject, however, to the resolution of several conditions cited by the committee.

Mr. John Stimmel and I met on several occasions with officials from the Office of the Attorney General and the Kroger Company to discuss the conditions cited by the committee. The attached proposed lease, dated April 24, represents our efforts in meeting the conditions specified by the committee.

The Budget, Finance, and Physical Plant Committee will meet on Tuesday, May 1, to review the lease dated April 24 for the purpose of formulating their recommendations regarding the lease for consideration by the Board of Trustees on May 9.

WCC:nsa

Attachment

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE May 2, 1973

TO Mr. Robert E. Mahn, Secretary to the Board of Trustees

FROM Wm. Charles Culp, Vice President for Administrative Services *WC*

SUBJECT PROPOSED LEASE WITH KROGER COMPANY

On April 11, 1973, the Budget, Finance, and Physical Plant Committee reviewed a proposed lease with the Kroger Company dated April 11, 1973. At that time, the committee determined that the lease document was in proper form and that it could be recommended for approval by the Board of Trustees, subject, however, to the resolution of several conditions cited by the committee. The attached document, "Record of Proceedings of Budget, Finance, and Physical Plant Subcommittee of the Board of Trustees of Ohio University," contains the conditions established by the committee.

Mr. John Stimmel of the law firm of Bridgewater, Robe and Stimmel and I met on several occasions with officials from the Office of the Attorney General and the Kroger Company to discuss the conditions specified by the committee. The memorandum dated April 26, 1973, to Mr. Duncan Baxter references the conditions established by the committee for approval of the lease and their status in the new proposed lease dated April 24, 1973.

The attached letter dated April 25, 1973, from Mr. R. Wilson Neff, Director of the Department of Public Works, to Mr. Robert Mahn is the transmittal letter for the lease dated April 24, 1973.

The attached lease document consists of 47 pages. It should be noted that Appendices A and B referred to in the lease document are not included herein. Appendix A is the development plan for Parcels 1 and 2, and Appendix B is a legal description of the Parcel 2 tract. These appendices will be available for review at the May 9 meeting of the Board of Trustees.

The April 24, 1973, letter from Mr. Jacob E. Davis, II, to Mr. Erle Bridgewater is not a part of the lease, but provides additional definition of exclusions as they pertain to the food supermarket store, drug store, and discount store on page 10 of the proposed lease.

The Budget, Finance, and Physical Plant Committee met on May 1 to review the April 24 proposed lease and recommends the attached resolution for consideration and approval by the Board of Trustees on May 9.

RECORD OF PROCEEDINGS OF BUDGET, FINANCE AND
PHYSICAL PLANT SUBCOMMITTEE OF THE
BOARD OF TRUSTEES OF OHIO UNIVERSITY

April 11, 1973

Whereas, the Board of Trustees of Ohio University has been interested in and desirous of securing the benefits provided by Ohio Revised Code Section 123.77 with respect to certain Ohio University land heretofore declared and found to be not necessary for educational purposes at this time or in the reasonably foreseeable future, and has so advised the Department of Public Works of the State of Ohio of its finding, and

Whereas, said Board of Trustees has heretofore, in its meeting of December 14, 1972, approved and concurred in the recommendation of the Director of the Department of Public Works with respect to a development proposal presented to it by the Kroger Company, and

Whereas, said Board of Trustees has delegated to this Subcommittee the authority to act on its behalf in connection with the proceedings under Ohio Revised Code Section 123.77, and has been charged with the responsibility of determining whether the lease to be executed by and between the Department of Public Works and the Kroger Company conforms to the policies and guidelines for leasing adopted by said Board of Trustees and will be in the best interests of the Ohio University, and

Whereas, this Subcommittee has reviewed a final draft of the lease proposed to be executed between the Department of Public Works and said Kroger Company, a copy thereof being attached hereto as Exhibit A,

Upon consideration thereof, the following resolution is hereby adopted:

BE IT HEREBY RESOLVED,

1. Said lease (Exhibit A) in its present form, in the opinion of this Subcommittee is not in the best interests of Ohio University and the Subcommittee cannot recommend its approval by the Board of Trustees of Ohio University.

2. The lease document consisting of 45 pages, inclusive of signature and attestation pages, essentially is in proper form and could be approved, subject, however, to satisfaction of the following conditions:

A. It is essential that said lease document (Exhibit A) be amended by inserting therein at some convenient location, the language hereafter set forth. It

is recommended that said addition of language be at the conclusion of the final paragraph of the preamble of the lease identified as Exhibit A so that following said addition of language, said paragraph would read as follows:

"NOW, THEREFORE, IT IS HEREBY AGREED by and between the State of Ohio, acting by and through the Director of the State Department of Public Works, hereinafter referred to as LESSOR, and the Kroger Co., a corporation, hereinafter referred to as LESSEE, that this lease and its various covenants and agreements are based upon the provisions of paragraphs 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the leasing conditions set forth in the guidelines for leasing established by the Board of Trustees of Ohio University, a copy of said paragraphs of said leasing conditions, marked Appendix C, being attached hereto and made a part hereof, and the parties hereto agree to observe and conform to said leasing conditions and to keep the President and Trustees of Ohio University fully informed of all development and activity based upon the provisions of this lease as hereinafter set forth by consulting and conferring with the said President and Trustees of Ohio University in connection therewith and by providing copies of all notices contemplated under the provisions of this lease by directing the same to the attention of the Secretary of the Board of Trustees of Ohio University, Athens, Ohio, and

BE IT FURTHER HEREBY AGREED that ..."

B. Elimination of the language in subparagraph B, pages 6 and 7, which pertains to determination of "percentage rent" based on reference to documents to be executed between parties not identified in this lease as lessor or lessee, and to substitute therefor appropriate terminology to be negotiated in the best interests of Lessor and Ohio University.

C. Clarification of the last paragraph appearing on page 29 and at the top of page 30, by eliminating all businesses subjected to restriction other than food, drug and discount department store, so that said language will conform to the restrictive language contained in the first paragraph of Alternate IV of the Kroger Company proposal dated November 15, 1972.

D. That the legal description of Parcel One as it appears on page 3 of the lease document (Exhibit A) be amended so that the last paragraph thereof would read as follows:

"Subject to the rights of the City of Athens under the provisions of the deed from the Athens

County Commissioners to the Ohio University as set forth in the recorded copy thereof, see Volume ___, Page ___, of the Athens County Deed Records, in and to 30.0 feet off the west side thereof, containing 0.65 acres to be used as a public street, which, when added to the original 30.0 feet wide Home Street would make the street 60.0 feet in width, and leave a net area of 12.59 acres, more or less."

E. Incorporate in the lease definitions of or clarification of the following terms which appear on page 8 of the lease, (Exhibit A) in the sentence commencing "For the purpose of this paragraph ...", said terms to be so clarified being:

- (1) Rebates
- (2) Allowances to customers
- (3) Discounts to customers.

F. That the terms on page 8 which are hereafter listed be deleted, stricken and removed from the document:

- (1) "Direct sales to physicians and surgeons"
- (2) "Sales of cigarettes and other tobacco products"
- (3) "Sale of alcoholic beverages"
- (4) "Cost of trading stamps".

G. The Parcel One development plan is totally unacceptable as presented. There can be no mobile home usage other than for transients.

BUDGET, FINANCE AND PHYSICAL
PLANT SUBCOMMITTEE

By

Duncan Baxter

Charles Holzer

APPENDIX "C"

LEASING CONDITIONS: Shall be as set forth by Ohio Revised Code Section 123.77 and shall provide specifically for the following:

1. Omitted

2. Construction of buildings, structures, roads and other necessary facilities shall begin within one year after the date of the lease and shall proceed according to a schedule agreed to between the Department of Public Works and the developer which said schedule shall be a part of said lease. Default in observance of schedule at option of the Department of Public Works shall cause said lease to be terminated.

3. Omitted

4. The lease shall have a maximum term of forty (40) years, renewable at the option of the lessee for an additional like or lesser term upon the same terms and conditions.

5. The lease shall provide that the architectural style and features of all structures and buildings shall be subject to the approval of the Ohio University, such approval to be not unreasonably withheld.

6. The lease to provide that while portions of the leased premises may be sublet that the lessee shall not be relieved of financial obligation for all payments coming due and owing under the terms and provisions of the lease.

7. The lease to provide that while portions of the leased premises may be sublet that no sublease shall be made or entered upon with persons, associations, companies or corporations not meeting with the approval of the Ohio University, such approval not to be unreasonably withheld.

8. The lease to provide that while portions of the leased premises may be sublet that no sublease shall be made or entered upon which will provide for or permit a use of the subleased premises or any part thereof which will not be to the best interests of Ohio University.

9. The lease shall require that adequate roads, streets, sewers, water lines, waste disposal, water supply and similar matters shall meet all requirements of state and local laws and shall be installed at the cost of the lessee.

10. The lessee must provide for the protection of the properties by insurance or other manner and shall make such other provisions as may be deemed necessary to save the Ohio University and the Department of Public Works harmless as against the claim or claims of any person, body, institution or other governmental agency, arising out of the occurrence of or failure of occurrence of any event or situation.

11. The lease shall provide that the lessee shall be responsible for the payment of all taxes and assessments assessed or coming due during the term of the lease or any renewal or extension thereof on the real estate or improvements thereon.

12. The lease shall provide that monthly increments of annual rent shall accrue and be paid in advance commencing with the date of execution of the lease.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 26, 1973

TO Mr. Duncan M. Baxter, Chairman, Budget, Finance and Physical Plant Committee
FROM Wm. Charles Culp, Vice President for Administrative Services *WCC*
SUBJECT PROPOSED LEASE WITH KROGER COMPANY

For your information, I enclose the following:

1. an April 11, 1973, draft of a proposed lease of the surplus Ohio University airport lands;
2. copy of an April 24, 1973, draft of a proposed lease for the surplus Ohio University airport lands, which draft is underlined to emphasize changes and other revisions in comparison with the April 11 draft; and
3. a copy of the minutes of the Budget, Finance and Physical Plant Committee meeting of April 11, 1973, which summarizes the Committee's objections to the April 11, 1973, draft and contains instructions for desired revisions.

The April 11, 1973, draft represented efforts of negotiation between Mr. Al Summers of the Department of Public Works and Kroger although that draft did incorporate several items and revisions proposed by Ohio University.

Following the instructions of your Subcommittee, as expressed in the records of your April 11, 1973, meeting, Ohio University "negotiated" directly with Kroger representatives. During that negotiation, efforts were made to keep the Assistant Attorney General and the Department of Public Works advised of the course if not all of the details of our negotiations.

I believe the April 24, 1973, draft now includes the following items, revisions, or corrections set forth in your Subcommittee's April 11, 1973, instructions:

1. Paragraph 2 of the leasing conditions is incorporated in Article I, beginning on page 2 of the proposed lease of April 24, 1973.
A developer's default in observance of the construction schedule

Mr. Duncan M. Baxter
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is contained in Article IV beginning on page 13. All of the substantive items contained in leasing condition 2 are also contained in Ohio Revised Code 123.77 and are mandatory items to be incorporated in any lease of surplus University lands.

2. Leasing condition 4, providing for a forty-year maximum term and for renewals, is likewise contained in Ohio Revised Code 123.77. The April 24, 1973, draft lease contains language in accordance with condition 4 in Article II on page 5. However, please note that certain provisions set forth in the indemnity article, which begins on page 24, provide for "adjustments" in the maximum lease term which adjustments are due primarily to the necessities of the State ex rel. Eichenberger vs. Neff litigation now pending in the Franklin County Court of Common Pleas.
3. Item 5 in the leasing guidelines dealing with Ohio University approval of architectural style and features of improvements to be constructed by the developer is now contained in Article I on page 3 of the April 24, 1973, proposed lease.
4. The concerns summarized in paragraphs 6, 7 and 8 of the leasing conditions are incorporated in Article XVIII, found on page 34 of the April 24, 1973, draft lease.
5. Leasing condition 9 restates a mandatory requirement of Revised Code 123.77. Although the requirements of leasing condition 9 are not set forth in the language of the lease, they are incorporated into the lease by reference and as part of the development plans appended to the lease as Appendix A.
6. The concerns set forth in paragraph 10 of the leasing conditions dealing with protection of the properties by insurance or otherwise are contained in Article XIII on page 27 of the April 24 lease. Although the developer is not required to obtain and keep in full force and effect insurance on the properties and improvements, the developer is required, if uninsured, at its sole cost and expense to restore and rebuild. That portion of

Mr. Duncan M. Baxter

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leasing condition 10 which deals with indemnification of Ohio University and the Department of Public Works from tort claims, or other liability by reason of the lease are incorporated in two sections of the proposed April 24 lease. A portion of the indemnity sought by leasing condition 10 is contained in Article VII on page 21 and another aspect of the indemnity is contained in Article XII beginning on page 24.

7. The provisions of leasing condition 11 dealing with taxes and assessments is covered in Article VI beginning on page 18 of the April 24, 1973, lease. All charges which may arise by reason of the exercising of taxing authority, other than Hocking Conservancy District capital assessments, are to be paid by the developer.
8. The provision of leasing condition 12 providing for monthly incremental payments of the annual rent is contained in Article III on page 8 of the April 24, 1973, lease. All "overage or percentage" rents, however, will be paid within two months of the end of a given "lease year." At this point in time, the mechanics of transferring the rent payments, whether from monthly rentals or the "overage or percentage rents" from the Department of Public Works to Ohio University have not been completed.
9. That portion of paragraph 2a, found on page 2 of the April 11, 1973, record of your Subcommittee dealing with a new requirement that notices to be issued under the lease be made to Ohio University has been incorporated into Article XII contained on page 38 of the April 24, 1973, lease. In addition, since the April 24, 1973, lease now contains provisions providing for Ohio University's prior approval of architectural shop drawings and construction plans and for Ohio University's prior approval of all subleases, we believe that portion of paragraph 2a requiring the Department of Public Works and the developer to keep the present trustees of Ohio University fully informed of all development and activity has been met.
10. Paragraph 2b of the April 11, 1973, records of your Subcommittee's meeting which referred to further detail in the computation of

Mr. Duncan M. Baxter

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April 26, 1973

percentage or overage rents, has been met by incorporating into Article III on pages 7, 8 and 9 of the April 24, 1973, lease detailed definitions of exclusions to gross annual room rentals and sale of food and beverages.

11. Paragraph C of your Subcommittee's meeting records of April 11, 1973, has been met by incorporating changes in Article XV which is now found on page 32 of the April 24, 1973, lease. The restriction on land use is now limited to motel, retail food, drug, or discount department store sales and applies only to that portion of Parcel 2, consisting of approximately 12 acres which lies to the east of the portion to be leased to and developed by Kroger.
12. The concern expressed in paragraph D of your Subcommittee's April 11, 1973, record was found, upon an opportunity to completely examine the deeds and other conveyances to Ohio University, to be illusory. The description now contained in the proposed lease, dealing with Parcel 1, is precisely the same, insofar as it affects the strip of land lying adjacent to Home Street, as contained in the original deed from the Commissioners of Athens County to Ohio University. Accordingly, no change was made in the lease description.
13. The concerns expressed in paragraph E on page 3 of your Subcommittee's April 11, 1973, proceedings are met by the explanation contained in a letter dated April 23, 1973, addressed to Mr. Erle Bridgewater from Jacob E. Davis, II, attorney for Kroger. During our negotiations with Kroger representatives, it became apparent that the terminology rebates, allowances to customers, refunds and discounts are ones which have a usual and ordinary definition in the food and drug merchandising field.
14. The concerns expressed in paragraph F on page 3 of your Subcommittee's April 11, 1973, proceedings were by and large items which Kroger, as the lessee, and potential developer, felt to be non-negotiable. Nevertheless, the language exempting direct sales to physicians and surgeons from computation of the overages was changed in Article III on page 10 of the April 24, 1973, lease to be limited to "direct sales of prescription drugs to physicians and surgeons." The exclusions

Mr. Duncan M. Baxter

Page 5

April 26, 1973

of cost of trading stamps and sales of cigarettes and other tobacco products were simply non-negotiable. We were unsuccessful in persuading Kroger representatives to your Subcommittee's point of view. Proceeds from the sale of alcoholic beverages will now be included in the computation of gross sales, provided Kroger as the developer and lessee undertakes a referendum to have the leased premises declared "wet" and further provided that Kroger will recover from the sale of alcoholic beverages the cost in connection with such an election.

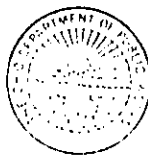
15. Paragraph G of your Subcommittee's April 11, 1973, proceedings which objected to the inclusion of mobile homes on any part of Parcel 1 has been deleted. That language was deleted in several spots in the written portion of the lease and was also deleted from the proposed development plans which are attached as Appendix A to this lease.

WCC:nsa

Attachments

cc: Mrs. Jody Phillips
Dr. Charles E. Holzer, Jr.
President Claude R. Sowle
Mr. John Stimmel

① X/C to Mr.
Cutler - FYI
and further
distribution.



PRESIDENT'S OFFICE

APR 26 1973

STATE OF OHIO
DEPARTMENT OF PUBLIC WORKS
ROOM 707, 65 S. FRONT STREET
COLUMBUS, OHIO 43215

② X/C to CRS,
E. St. St. N. E.

April 25, 1973

③ Orig. to R. Mahn.

CW 4/27/73

Mr. Robert Mahn
Secretary of
The President and Trustees
of Ohio University
Cutler Hall
Athens, Ohio 45701

Re: Lease of Airport Lands

Dear Mr. Mahn:

On behalf of the Department of Public Works, and pursuant to your resolution of December 14, 1972, I herewith transmit a final proposed lease for review by the President and Board of Trustees on the subject lands.

It is the Department of Public Works' position, in view of the pending litigation in the State of Ohio, ex rel. Richenberger vs. Neff, et al., which challenges the constitutionality of Section 123.77 Ohio Revised Code, that final approval of the lease cannot be made, or in any event would be moot, until a final decision is rendered in the Court of Common Pleas in the aforementioned case.

This lease and related documents are being furnished in order to eliminate further delays and to expedite final approval pursuant to a court order.

Very truly yours,

R. Wilson Neff
R. WILSON NEFF
Director

RECEIVED
APR 30 1973

Administration Services

ARTHUR D. JONES, 850-1933
JAMES R. SATER, 987-1933
VORYS, SATER, SEYMOUR AND PEASE
COLUMBUS, OHIO 43215

VORYS, SATER, SEYMOUR AND PEASE

52 EAST GAY STREET

COLUMBUS, OHIO 43215

TELEPHONE
614-228-6181
CABLE ADDRESS
VORYSATER

April 24, 1973

ARTHUR D. JONES
JAMES R. SATER
VORYS, SATER, SEYMOUR
AND PEASE
COLUMBUS, OHIO
52 EAST GAY STREET
COLUMBUS, OHIO 43215
ARTHUR D. JONES, JR.
THOMAS A. STRAIN
WILLIAM W. ELLIS, JR.
MICHAEL G. GIBSON
JAMES R. KENNEDY
HERBERT R. BROWN
EDWARD A. SCHRAAG, JR.
COLBORN M. ADDISON
LESTER S. LASH
JERRY D. JORDAN
JACOB E. DAVIS II
CHARLES F. DUGAN II
DAVID W. THOMAS
RICHARD R. STEWART
SHELDON A. TART
THOMAS M. TROGART
JAMES B. CUSHMAN
ROBERT W. WERTH
KENNETH D. RECH

PHILIP W. STOUTER
JAMES R. BEATLEY, JR.
SCOTT N. WHITLOCK
LAWRENCE I. FISHER
THOMAS B. RIDGLEY
JOHN W. NOBERG
JAMES P. FRIEDT
PHILIP C. JOHNSTON
ELBERT R. WESTER
WILLIAM D. FLOSS
MICHAEL D. LONG
THOMAS M. TARRY
ROBERT F. WEAVER, JR.
KENNETH M. ROYALTY
DAVID S. CURPES
JAMES H. HEDDEN
DANIEL H. SCHROEDINGER
PHILIP L. MUNNALLY
EUSAB E. BROWN
GRADY L. PETTIGREW, JR.
ANN H. CAYTO
JOSEPH D. LONARDO
MICHAEL W. DONALDSON
MICHAEL J. GANTER
LEON W. MCCORRLE, JR.
RUSSELL M. GERTSMANIAN
ALAN T. RADNOR
ROBERT W. MINOR
ROBERT E. LEACH
COUNSEL

Mr. Erle Bridgewater
Counsel
The Ohio University
Athens, Ohio

Dear Erle:

As you have requested, we are endeavoring to supply to you a definition of certain terms used in Article III of the lease between The State of Ohio and The Kroger Co. as they are used in specifying certain exclusions from "sales".

It is the intention of The Kroger Co. that all terms used with reference to establishing exclusions from "sales" for the purpose of computing percentage rates, are to be construed on the basis of what those terms have come to mean in the usual and customary commercial setting relevant to retail food, drug and discount department store operations.

Being more specific, we believe that the term "refunds", "rebates", "allowances to customers" and "discounts to customers" encompass those situations where products are returned for exchange or for refund of the purchase price; reductions in the prevailing retail price because of over-stocked conditions or because damaged or less attractive merchandise is being offered; redemption of promotional coupons submitted for credit against the sale price; and payments for items upon which deposits are made.

Very truly yours,

JACOB E. DAVIS II

APR 24/73

APR 24 1973

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 24, 1973

TO Claude R. Sowle, President

FROM Taylor Culbert, Executive Vice President and Dean of Faculties

SUBJECT Faculty Senate Mission Statement

Attached is a formal resolution concerning the functions of the Faculty Senate adopted by the Faculty Senate on March 26, 1973. Since this resolution is intended to be an amendment to the Constitution of the Senate, it was then submitted for vote to all eligible members of the faculty. Dr. Edward Sanford, Chairman of the Faculty Senate, officially reported to me on April 18, 1973, that the faculty approved the Constitutional change by an overwhelming majority of those voting.

I subsequently (on April 19, 1973) informed the Deans' Council and the Senior Administrators of the statement itself and its approval by the Senate and the faculty.

On the grounds that a clear statement of the functions of the Faculty Senate is needed and that none currently exists, that such a statement properly belongs in the Constitution, and that the attached statement sets forth not only what the Faculty Senate actually does but also what it should do, I approve the document. I forward it to you with the recommendation that you approve it; and I request that, if you do approve it, you forward it to the Board of Trustees and solicit the Board's approval of this proposed Constitutional change. Changes in the Constitution of the Faculty Senate require ultimate approval by the Board of Trustees.

If the Board approves this proposed change, the effective date should be the date of the Board's action. Upon approval by the Board, I will distribute word of the Board's action to the appropriate persons, including the Chairman of the Faculty Senate.

TC:ljs

Attachment

cc: Edward Sanford, Chairman, Faculty Senate

Approved/Disapproved

For submission
to Board.

Claude R. Sowle, President

Date

4/24/73 1973

OHIO UNIVERSITY

^{2015/2}
MAY 2 1973

Inter-Office Communication

DATE May 2, 1973

TO Claude R. Sowle, President
FROM Taylor Culbert, Executive Vice President and Dean of Faculties
SUBJECT Award of Emeritus Status

Attached are several documents. First are three recommendations for the award of emeritus status to the following professors:

Rush Elliott, Rush Elliott Professor of Anatomy to
Rush Elliott Professor Emeritus of Anatomy

Robert Coe, Professor of Radio-Television to
Professor Emeritus of Radio-Television

Evangeline Merritt, Associate Professor of Voice to
Associate Professor Emerita of Voice

I concur with these recommendations for award of emeritus status. I forward them to you for your approval and subsequent transmission to the Board of Trustees for the Board's consideration and approval.

I have consulted all the Senior Administrators and have received negative reports with regard to persons eligible for consideration for award of emeritus status from each Senior Administrator.

Second, I attach the recently approved policy regarding the award of emeritus status and a copy of my memo soliciting recommendations for the award of emeritus status. I append also a sample letter to be sent over your signature to those individuals who are awarded emeritus status by Board action.

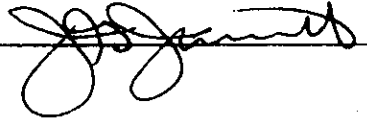
TC/ljl
Attachments

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE May 1, 1973

TO Taylor Culbert, Executive Vice President and Dean of Faculties

FROM John G. Jewett, Dean, College of Arts and Sciences

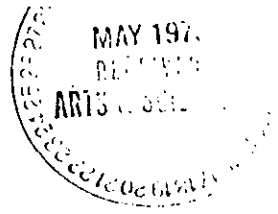


SUBJECT Emeritus Status

Based on his dedicated and distinguished service to Ohio University as a teacher, advisor of students, and administrator, I strongly recommend the granting of emeritus status to Professor Rush Elliott.

JGJ:kb
Attachment

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION



DATE April 30, 1973

TO John G. Jewett, Dean, College of Arts and Sciences

FROM Ronald J. Downey, Chairman, Department of Zoology and Microbiology

SUBJECT EMERITUS STATUS FOR PROFESSOR RUSH ELLIOTT

In accordance with the requirements set forth by the Dean of Faculties for recommending a retiring faculty member to emeritus status, I am submitting the following:

- 1) Length of service: Dr. Elliott has served Ohio University for 49 years.
- 2) Quality of teaching: The anatomy courses offered by Dr. Elliott have reached thousands of students and his ability as a teacher is praised and remembered by graduates of all age groups from many localities. The courses are well organized, offer a sound practical experience for majors and future physicians and comprise an important facet of the structural biology core curriculum.
- 3) Research: Dr. Elliott has spent considerable time over the years advising pre-professional students rather than engaging in research. This is a noteworthy service and I expect that he will continue to serve the department and the university in this thankless but necessary task.
- 4) Dr. Elliott was Dean of the College of Arts and Sciences for 11 years.
- 5) Services to Society: Dr. Elliott has maintained an effective and fruitful exchange with many alumni of the university; especially those in the Health Sciences. The extent of his liaison with those outside the campus is borne out by the fact that he has received many donations given with the intention of endowing a Chair in Anatomy in his name at O.U.

Dr. Elliott has offered to assist in the anatomy courses and in advising of students for as long as he is physically capable. In February of this year, the faculty of the Department of Zoology and Microbiology voted unanimously to grant Professor Elliott emeritus status. I therefore recommend that you join us in granting this privilege to a man who has given all of his professional endeavors to Ohio University.

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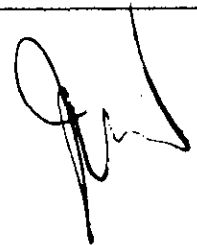
OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 30, 1973

TO Dr. Taylor Culbert, Executive Vice President and Dean of Faculties

FROM John R. Wilhelm, Dean, College of Communication

SUBJECT Recommendation of Emeritus Status for Robert Coe



I am attaching a recommendation to extend emeritus status to Professor Robert Coe, who is retiring in June, as forwarded to me by the director of the School of Radio-Television with the support of that faculty.

Bob Coe is an outstanding figure in the radio-television field, having been Vice President of American Broadcasting Company for many years before coming to Ohio University. His entire adult life has been in broadcasting.

He has served us most generously in creating new courses in a new school, in a relatively new technology, and among other things as acting director of the school as well as chairman of a search committee for the present director. The school would not be what it is today--perhaps the finest such school in the nation--except for Robert Coe.

He does not meet the requirement on length of service, but I do not think his case was in mind when this requirement was written, and provisions are made for waiving of this requirement in exceptional circumstances. I think this is an exceptional circumstance, and hope you and the president will share this view.

JRW/ss

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 26, 1973

TO John R. Wilhelm, Dean, College of Communication

FROM Roderick D. Rightmire, Director, School of Radio-Television *RRR*

SUBJECT Recommendation of Bob Coe for Emeritus Status

Although Robert L. Coe has been a member of the faculty of the School of Radio-Television for a relatively short period of time, no one is more deserving of emeritus status. He has contributed significantly and unselfishly to every aspect of our program.

1. Length of Service. Policy indicates that "except in unusual circumstances, emeritus status shall be conferred only on someone who has taught at Ohio University ten or more years." In my opinion, this is an exceptional circumstance. Bob Coe came to us from industry and adapted so quickly and has contributed so much in the six years during which he has been here that I think this provision should be waived.

2. Quality of Teaching. The opinion of the faculty toward Bob Coe's effectiveness was expressed by the fact that they voted him tenure after three years on the staff and recommended his promotion to full professor in 1971.

Those best qualified to speak about Bob Coe's teaching are his students. Some quotes from winter term course evaluations indicate their depth of feeling for him.

"He is a wonderful man. He is kind in class. Makes you feel favorable toward the course. His relationship works very well and, of course, his knowledge is unsurpassed."

"Mr. Coe shows interest in all of his students. He makes himself available to all students and is very helpful. He shows great enthusiasm for the subject matter and is very knowledgeable."

"Lord! Don't let them make you retire! Do a Jack Benny and lie about your age, or get a phony I.D. card!"

"This is one of the rare cases in the University environment where the instructor knows what he is talking about because he has done it all of his life. Mr. Coe is one of the best profs I have ever encountered while here. Most of this is due to the fact that he has been around since the beginning. He is broadcasting, and it is a shame he is leaving after this year."

John R. Wilhelm, Dean
April 26, 1973

Page 2

"I love Mr. Coe!! He really knows what's happening. That's what the course is about, knowing what you talk about. He's great."

"Professor Coe is excellent. I personally admire Professor Coe's ability to communicate ideas and express himself."

These quotations are typical of both undergraduate and graduate students. He knows his subject matter because he has lived it and he serves as a father figure to many students. He is the kind of person who cannot be replaced in an organization.

3. Quality of Research. Bob Coe has been active primarily in teaching since coming to Ohio University. Therefore, he has not had time or opportunity to do very much in the area of research. However, he did co-author an important chapter in the book Broadcasting and Bargaining, published by the University of Wisconsin Press in 1970.

4. Contribution to the University in Administrative and Committee Work. It would not be an over-statement to say that Bob Coe may have saved the School of Radio-Television by his willingness to serve as its Interim Director during the year 1970-71. This position took a great deal out of the man, but he was willing to provide the service while the School looked for a new permanent director. He continued to teach a full course load during that year and was Chairman of the Search Committee for the new director. He had come to Ohio University to teach, not to continue administrative work which had been his life for many years. However, he recognized it as a need of the School and he did the job unselfishly and provided the kind of leadership which was needed.

His input to departmental committees has been most valuable since he has been here. He was instrumental in developing the revision of the management portion of our undergraduate curriculum. Also, as Chairman of the Tenure and Promotion Committee, he has provided the kind of leadership and diplomacy which is so important in those kinds of considerations.

5. Services to Society Beyond the University. It is difficult to put in a short paragraph the tremendous contributions which Bob Coe has made during his years in broadcasting. He started in a St. Louis radio station in 1921. He performed in several areas related to performance, engineering, and operations prior to assuming the position of Assistant General Manager of KSD-TV, from the period 1945-1948. He then moved to New York City to become Vice President and General Manager of WPIX-TV where his primary responsibility was putting that station on the air as the first independent television station in the United States. He moved to the old Dumont Television Network as Director of Station Relations in 1952, and later became the Vice President for Station Relations for the American Broadcasting Company. During his days at ABC he directed several management

John R. Wilhelm, Dean
April 26, 1973

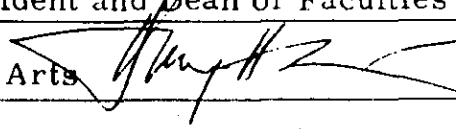
Page 3

conferences. Since coming to Ohio University, he has lectured at a National Science Foundation seminar in the summer of 1969 and has remained active in the International Radio and Television Society. Currently, he serves as a member of the Board of Directors of the International Radio and Television Foundation in New York. Recently he was appointed as a member of the Board of the Broadcast Pioneers Library in Washington. Although he retired officially from commercial broadcasting in 1967 to accept his appointment at Ohio University, it is evident that he has remained active professionally during the time he has been here. These affiliations have done much to enrich our programs in Radio-Television and Mass Communication.

RDR/gb

OHIO UNIVERSITY
Inter-Office Communication

DATE April 30, 1973

TO Taylor Culbert, Executive Vice-President and Dean of Faculties
FROM Henry H. Lin, Dean, College of Fine Arts 
SUBJECT Emeritus Status for Evangeline Merritt

I am attaching a copy of a memo dated April 30, 1973, in which Dr. Clyde Thompson, Director of the School of Music, recommends emeritus status for Evangeline Merritt. I concur with Dr. Thompson's recommendation.

HHL:eb
Enc.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 30, 1973

TO Dean Henry Lin, College of Fine Arts

FROM Clyde H. Thompson, Director, School of Music *CHT*

SUBJECT Faculty Emeritus status for Associate Professor Evangeline Merritt

Associate Professor of Voice Evangeline Merritt has been on the faculty of the Ohio University School of Music since 1948--some twenty-five years. Although I have known her only since 1968, there is little question of her stature among her colleagues. Clearly, she is considered devoted, able, and among the most knowledgeable and very best teachers in the School of Music. That her students are well trained was demonstrated by the willingness of the other voice teachers to have her students during her sabbatical leave several years ago.

Professor Merritt has not sung in public for some years, which is normal for a sixty-five year old singer. The voice seems to be more vulnerable to the ravages of time than the fingers and the embouchure. While I never heard her perform, senior faculty members have commented on the musicianship and conviction with which she sang in her prime years. She has a knowledge of the vocal repertory that is not equalled by anyone on our staff.

Professor Merritt has served the School of Music on the Curriculum and Scholarship Committees. Her work on the latter of these was especially valued by her colleagues.

The Executive Committee of the School of Music and I believe that Professor Merritt deserves the award of emeritus status. She has served the students, the School of Music, and the University well for over a quarter of a century.

OHIO UNIVERSITY
JAN 24 1973
INTER-OFFICE COMMUNICATION

JAN 23 1973

DATE January 22, 1973

TO Claude R. Sowle, President
FROM Taylor Culbert, Executive Vice President and Dean of Faculties
SUBJECT Emeritus Status

The attached proposal, which is a revision of an earlier proposal, regarding a policy governing award of emeritus status, was approved by the Faculty Senate at its meeting on January 15, 1973. It was also approved by the Deans' Council.

The policy states, in effect, that emeritus status is fundamentally an academic award reserved for persons who have been engaged in teaching. The policy leaves open the possibility of extending the award in special cases to persons whose activities were clearly related to teaching and things academic. The specified criteria are modifications and elaborations of criteria that have been in use for the last few years. The approval channels for the award of emeritus status are similar to those for promotion and the granting of tenure.

I recommend approval of this policy. If you approve it, I suggest distribution as I have indicated below. The effective date of this policy, if approved, will be the date on which you sign your approval.

(Approved/Disapproved)

Claude R. Sowle, President

1/24/73
Date

EC:js

Distribution: Edward Sanford, Chairman, Faculty Senate
Senior Administrators
Deans' Council
James Dunphy
Peg Black

AMENDED RESOLUTION ADOPTED 1/15/73

FACULTY SENATE

EMERITUS STATUS

Except in very unusual circumstances, emeritus status is conferred only upon retiring or retired members of the faculty. Emeritus status is conferred upon a faculty member if, in the judgement of his department or regional campus, and with the concurrence of appropriate administrative officers, some special recognition has been earned. This judgement should be based on many or all of the following factors: 1) length of service, 2) quality of teaching, 3) quality of research, 4) contribution to the university in administrative and committee work, 5) services to society beyond the university. Except in unusual circumstances, emeritus status shall be conferred only on someone who has taught at Ohio University ten or more years.

An emeritus faculty member is granted parking and library privileges as if he were an active faculty member, and may be offered the use of other facilities such as office and laboratory space when they are available.

OHIO UNIVERSITY
INTER-OFFICE COMMUNICATION

DATE April 30, 1973

TO Dr. Claude R. Sowle, President

FROM Wm. Charles Culp *WCC*

SUBJECT AMENDMENTS TO THE CONSTITUTION
OF THE ADMINISTRATIVE SENATE

Attached is a memorandum dated April 27, 1973, from Mr. John R. O'Neal, Chairman of the Administrative Senate, regarding proposed amendments to the Constitution of the Administrative Senate.

I have reviewed the proposed amendments and recommend them to you for your approval. If the proposed amendments have your approval, I also recommend that the amendments be placed on the agenda of the May 9 meeting of the Board of Trustees for consideration.

WCC:nsa

Attachment

OHIO UNIVERSITY

Inter-Office Communication

DATE April 27, 1973

TO Wm. Charles Culp, Vice President for Administrative Services

FROM John R. O'Neal, Chairman, Administrative Senate

SUBJECT AMENDMENTS AND REVISIONS OF THE CONSTITUTION OF
THE ADMINISTRATIVE SENATE

The Administrative Senate has operated under a Constitution adopted by the Senate and approved by the President and the Board of Trustees of Ohio University.

Recently an Administrative Handbook was adopted by the University. This Handbook indicated the need for certain revision in definition(s) contained in the Constitution. Likewise, an administrative reorganization of the University, effective January 1, 1973, resulted in a need for revision in the organizational structure of the Administrative Senate and its election procedures for 1973-74 and thereafter.

On April 20, 1973, the Administrative Senate adopted Constitutional Amendments and Revisions proposed to satisfy the needs indicated above. A copy of the Amendments and Revisions adopted is attached.

JRO/yn

Attachment

CONSTITUTION OF THE ADMINISTRATIVE

SENATE OF OHIO UNIVERSITY

PREAMBLE

We, the members of the administrative staff of Ohio University, concerned with the growth and development of the university, the broad scope of educational issues confronting the administration, the professional development of this administrative staff, and with the responsibilities delegated to the administrative staff by the Board of Trustees and President of Ohio University, do hereby establish the Administrative Senate of Ohio University.

The purpose of the Administrative Senate is to promote and enhance the profession of university administration and, specifically, the profession at Ohio University. The Administrative Senate will be committed to providing a collective and independent voice to those having administrative responsibilities in the conduct of the educational mission of the university. The Senate will provide the administrative staff of the university with a legitimate and necessary role in the governance of the university through a public forum where the individual and representative voices of the staff will be heard, and will be one of equal participation with other representative groups in university decision making.

The Administrative Senate holds the conviction that it can assist in the further growth and development of Ohio University through its own growth, development and operation.

Revision - None

ARTICLE I

Membership and Composition

Section 1. Membership

For the purpose of electing Senators, the university will be divided into four areas as follows: Academic (Vice President and Dean of Faculties), Regional Higher Education (Vice President for Regional Higher Education), Business and Administrative Services (Vice President for Administrative Services, Vice President and Treasurer, Vice President for University Relations), and Educational Services (Vice President for Educational Services, Assistant to the President for Planning, Budgeting, Information Services). Each area will include all divisions currently reporting to the Senior Administrator(s) responsible for the area and will be made up of all full-time contract

personnel who spend fifty percent or more of their time involved in administrative duties or administrative support duties, and who do not report directly to the President, and who are on university contract before January 1 of the year of the election.

Revision

For the purpose of electing Senators, the University will be divided into Districts as described in the Bylaws.

An "administrator" is defined as a full-time contract employee of Ohio University who spends fifty percent or more of his time in administrative duties, excluding the President and those who report directly to the President, those who have faculty status and those who are members of the Deans' Council.

Explanation

This section has been revised to recognize the administrative reorganization of the University and provide for more equitable constituency representation. Rationale is that the Constitution need not be amended each time there is a reorganization of the University.

Section 2. Composition

The Administrative Senate will be made up of thirty (30) elected representatives, with six Senators elected from each area and six elected at-large. The names of all candidates at-large will appear on ballots sent to everyone eligible to vote in the election.

Revision

The Administrative Senate will be composed of thirty (30) elected representatives with some Senators elected from Districts and some elected At-Large.

Explanation

This section sets the size of the Senate membership at thirty (30) but does not specify the exact number for each District in order to provide for better representation of the constituency.

ARTICLE II Elections

Section 1. Petitioning for Office

Any full-time contract personnel who spends fifty percent or more of his time involved in administrative support duties, and who does not report directly to

the University President, and who is on university contract before January 1 of the year of the election is eligible to be a representative to the Administrative Senate. To be a candidate for the position of Senator, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large or an area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain three supporting signatures from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

Section 2. The Election Committee

For 1971 the Election Committee shall consist of three persons and have the responsibility to administer the 1971 election and facilitate the creation of the Senate after the 1971 election. In all future years, the Election Committee will be appointed by the Administrative Senate.

The Election Committee is charged with the following responsibilities: they will prepare and circulate petitions three weeks prior to election day. Petitions will be available at a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an at-large or area office, and that the signatures on the petitions are appropriate for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an at-large office whose petitions have been certified shall appear on each ballot. Candidates for an area office shall appear only on ballots sent to the constituency in their area. Each ballot shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified. Validated ballots will be accepted by the Election Committee for one week after election day.

As of four o'clock (4:00 pm), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

Section 3. Elections

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The candidate for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of a plurality. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.

For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms have expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 pm. Results of the election will be posted the second Friday of May at 4:00 pm, and letters will be mailed to all candidates at this time. In the Administrative Senate minutes following the elections, the results shall be included with the number of total ballots mailed, and total votes cast by areas and for each candidate.

The term of office of all elected representatives will begin June 1 of the year in which each is elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

Revisions

Delete Article II, Elections, Section 1, Section 2 and Section 3 from the Constitution.

Explanation

These sections are to be incorporated into the Bylaws so that the Constitution of the Administrative Senate need not be amended each time a reorganization of the University occurs.

ARTICLE III Amendments

The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President and Trustees of the Ohio University.

Revision

The Constitution of the Administrative Senate may be amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President of Ohio University and the Trustees of Ohio University.

Explanation

Article III would, of course, become Article II. This article has been amended for purposes of clarity.

CONSTITUTION OF THE ADMINISTRATIVE

SENATE OF OHIO UNIVERSITY

(Revised)

PREAMBLE

We, the members of the administrative staff of Ohio University, concerned with the growth and development of the university, the broad scope of educational issues confronting the administration, the professional development of this administrative staff, and with the responsibilities delegated to the administrative staff by the Board of Trustees and President of Ohio University, do hereby establish the Administrative Senate of Ohio University.

The purpose of the Administrative Senate is to promote and enhance the profession of university administration and, specifically, the profession at Ohio University. The Administrative Senate will be committed to providing a collective and independent voice to those having administrative responsibilities in the conduct of the educational mission of the university. The Senate will provide the administrative staff of the university with a legitimate and necessary role in the governance of the university through a public forum where the individual and representative voices of the staff will be heard, and will be one of equal participation with other representative groups in university decision making.

The Administrative Senate holds the conviction that it can assist in the further growth and development of Ohio University through its own growth, development and operation.

ARTICLE I

Membership and Composition of the Administrative Senate

Section 1. Membership.

For the purpose of electing Senators, the University will be divided into Districts as described in the Bylaws.

An "administrator" is defined as a full-time contract employee of Ohio University who spends fifty percent or more of his time in administrative duties, excluding the President and those who report directly to the President, those who have faculty status and those who are members of the Deans' Council

Section 2. Composition

The Administrative Senate will be composed of thirty (30) elected representatives with some Senators elected from Districts and some elected At-Large.

ARTICLE II
Amendments

The Constitution of the Administrative Senate may be amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President of Ohio University the the Trustees of Ohio University.

BYLAWS
FOR
CONSTITUTION OF THE ADMINISTRATIVE SENATE
OF
OHIO UNIVERSITY

ARTICLE I OFFICERS

Section 1 Officers

The following officers shall be elected at the first regular meeting in June after the election of Senators: Chairman, Vice Chairman, Secretary, Chairman of Finance. These officers shall serve for one year and may succeed themselves in office for one year.

Section 2 Duties of Officers

The Chairman shall preside at meetings of the Administrative Senate and shall act as Chairman of the Executive Committee which is made up of the elected officers.

The Vice Chairman shall preside in the absence of the Chairman; he shall coordinate the standing committees established by the Senate; he shall carry out such additional duties as may be assigned by the Chairman.

The Secretary shall record and distribute minutes of the Senate; he shall keep a record of attendance and of votes where a roll call vote is requested; he shall be responsible for correspondence; he shall maintain the Senate archives; he shall carry out such additional duties as may be assigned by the Chairman.

The Chairman of Finance shall prepare and supervise the operating budget of the Senate; he shall approve expenditures of Senate funds; he shall carry out such additional duties as may be assigned by the Chairman.

Section 3 Election of Officers

The Election Committee of three continuing Senators, appointed by the Administrative Senate, shall administer all the elections.

Nominations and elections of officers shall be conducted in the following order: Chairman, Vice Chairman, Chairman of Finance, Secretary.

Nominations may be closed by a vote of a simple majority of Senators. Election will be by secret ballot with ballots of distinctive color for each office. Individuals nominated will be excused during discussion of their qualifications but will return to cast their ballots.

In order to be elected, a candidate must have a majority of the votes cast; in case of an election where a candidate does not receive a majority, there will be a run-off vote between the two (or more) with the highest plurality.

The votes will be counted and certified by the Election Committee; if a member of this Committee is a candidate for an office, the Chairman shall appoint a substitute.

In case of a tie vote, a re-vote will be taken. If a tie occurs a second time, the winner will be determined by the toss of a coin.

ARTICLE II VOTING

Each member of the Senate has one vote; the elected alternates may vote only when substituting for a Senator. Normally voting is done by voice vote. A request for a roll call vote may be made by any Senator prior to the call for the vote on any motion on the floor.

The record of a roll call or written ballot vote shall be kept by the secretary and included in the minutes, unless excluded by special vote.

ARTICLE III MEETINGS

Section 1 Regular Meetings

The Senate shall meet at a stated time in alternate weeks; each Senator is expected to be present for each meeting. If he must be absent, he is expected to send an elected alternate from his Division and to notify the Chairman or Secretary of his absence, if possible. Senate meetings are open meetings unless especially designated as executive sessions.

Section 2 Special Meetings

At the request of the Chairman of the Administrative Senate, Executive Committee, or the written request of five Senators, a special meeting may be called. The agenda for the special meeting should be sent out with the notice of the meeting and at least five days in advance, if possible.

Section 3 Election Meeting

The first regular meeting in June shall be designated the meeting for the election of officers.

ARTICLE IV COMMITTEES

Section 1 Standing Committees

There shall be the following standing committees, with the chairman of each a member of the Administrative Senate: Goals and Priorities; University Communications; Policies, Procedures, and Personnel; Student Interests. The membership of each committee may include other administrative staff persons whose duties make them appropriate members of a committee of the Administrative Senate.

Section 2 Ad Hoc Committees

There shall be such ad hoc committees as are needed for the conduct of special business; these shall be appointed by the Chairman and/or the Executive Committee of the Senate.

Section 3 University Committees

With the advice and consent of the Administrative Senate, the Chairman shall appoint representatives of the Senate to serve on the University Committee on Committees, the University Budget Committee, and other major committees which require a representative from the Administrative Senate.

Section 4 Duties of Standing Committees

Goals and Priorities Committee shall state the consensus views, with due notation of minority positions, of middle management with respect to institutional priorities, state and national legislative formulation affecting higher education in the nation, the state of Ohio, and more specifically at the Ohio University.

University Communications Committee shall coordinate communication with similar university bodies and serve as a liaison to such groups. Specifically the committee would work with the student government, graduate student council, faculty senate, non-academic personnel, and senior administrators.

Policies, Procedures, and Personnel Committee shall emphasize the working policies of Ohio University outlined in the Policies and

Procedures Manual, shall work on particular considerations relating to administrative promotion, evaluation, and professional ethics.

Student Interests Committee shall work with students to sharpen the methods and procedures in meeting legitimate student needs.

A written report of each Committee shall be presented by the chairman for permanent record in the Administrative Senate archives by the final meeting of the year in May.

ARTICLE V OFFICIAL UNIVERSITY LIAISON

A member of the University Senior Administration shall be appointed by the University President to meet with the Senate regularly. The President of the University shall meet with the Senate whenever it is possible for him to do so.

ARTICLE VI QUORUM

For the conduct of business a quorum shall consist of a majority of the membership of the Senate.

ARTICLE VII PARLIAMENTARY AUTHORITY

Robert's Rules of Order, Revised shall govern procedure at all meetings of the Administrative Senate in all cases not otherwise provided for in the Constitution or Bylaws.

ARTICLE VIII AMENDMENTS

Amendments to the Bylaws shall be presented in writing to the Senators at least one meeting in advance of a requested vote. A majority vote of the Senators shall be necessary to amend the Bylaws. The vote may be made by mail or at a regular meeting of the Senate.

Adopted January 21, 1972

Revised May 9, 1973 219

BYLAWS
FOR
CONSTITUTION OF THE ADMINISTRATIVE SENATE
OF
OHIO UNIVERSITY
(Revised)

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In order to be elected, a candidate must have a majority of the votes. In case of an election where a candidate does not receive a majority, there will be a run-off vote between the two (or more) with the highest plurality.

The votes will be counted and certified by the Election Committee; if a member of this Committee is a candidate for an office, the Chairman shall appoint a substitute.

In case of a tie vote, a re-vote will be taken. If a tie occurs a second time, the winner will be determined by the toss of a coin.

ARTICLE II ELECTION OF SENATORS

Section 1 Petitioning for Membership

Any full-time contract person who spends fifty percent or more of his time involved in administrative support duties, excluding the President and those who report directly to the President, those who have faculty status and those who are members of the Deans' Council, and who is on University contract before January 1 of the year of the election is eligible to be a representative to the Administrative Senate. To be a candidate for the position of Senator, a prospective candidate must petition the Election Committee to have his name placed on the ballot and must declare whether he is seeking an At-Large or a District position.

A prospective candidate for a position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition for a District position must contain two supporting signatures from administrators in that District; a petition for an At-Large position must contain two signatures of administrators from any District.

Section 2 The Election Committee

The Election Committee is charged with the following responsibilities: they will prepare and circulate petitions three weeks prior to election day. Petitions will be available to a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an At-Large or District office, and that the signatures on the petitions are appropriate

for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an At-Large office whose petitions have been certified shall appear on each ballot. Candidates for a District office shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified. Ballots will be destroyed one month after the certification of an election. A permanent record of voting results will be maintained for each candidate. Validated ballots will be accepted by the Election Committee for one-week after election day.

As of four o'clock (4:00 pm), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

Section 3 Elections and Districts

An election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 pm. Results of the election will be posted the second Friday of May at 4:00 pm, and letters will be mailed to all candidates at this time. In the Administrative Senate minutes following the elections, the results shall be included with the number of total votes cast by Districts and for each candidate.

The term of office of all elected representatives will begin June 1 of the year in which each is elected.

Of the thirty Senators, fifteen (15) shall be elected At-Large and fifteen from designated Districts; one Senator elected from each District. The Districts shall be the University Buildings recommended by the Election Committee and approved by the Senate.

ARTICLE III VOTING

Each member of the Senate has one vote; the elected alternates may vote only when substituting for a Senator. Normally voting is done by voice vote. A request for a roll call vote may be made by any Senator prior to the call for the vote on any motion on the floor.

The record of a roll call or written ballot vote shall be kept by the secretary and included in the minutes, unless excluded by special vote.

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There shall be such ad hoc committees as are needed for the conduct of

special business; these shall be appointed by the Chairman and/or the Executive Committee of the Senate.

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A written report of each Committee shall be presented by the chairman for permanent record in the Administrative Senate archives by the final meeting of the year in May.

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Robert's Rules of Order, Revised shall govern procedure at all meetings of the Administrative Senate in all cases not otherwise provided for in the Constitution or Bylaws.

ARTICLE IX AMENDMENTS

Amendments to the Bylaws shall be presented in writing to the Senators at least one meeting in advance of a requested vote. A majority vote of the Senators shall be necessary to amend the Bylaws. The vote may be made by mail or at a regular meeting of the Senate.

OHIO UNIVERSITY
CUTLER HALL 212
ATHENS, OHIO 45701

VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

April 30, 1973

PHONE: 614/594-5383

Mr. Duncan M. Baxter
1100 Noel Drive
Portsmouth, Ohio 45662

Dear Mr. Baxter:

On April 27, 1973 the Architectural Selection Committee for the Lancaster Phase II construction project interviewed the four architectural firms per the attached letter dated April 10, 1973, from Mr. R. Wilson Neff, Director, Department of Public Works. The selection committee included: James C. Bryant, Acting Director, Lancaster Campus; Jerry W. Neff, Acting Assistant Director, Lancaster Campus; Luverne F. Lausche, University Architect and Engineer, and Alan H. Geiger, University Planner.

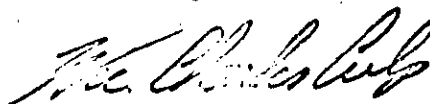
After all day interviews and discussions, the Committee recommends as their first choice the firm of:

Trautwein Associates, Inc.
5940 North High Street
Worthington, Ohio 43085

With respect to a second choice, the voting of the members of the committee indicates that there is no clear second choice, and the committee finds any one of the three that were not selected to be acceptable, if their recommendation of the firm of Trautwein Associates, Inc. is not approved.

Based upon the Committee's recommendation, I wish to recommend to the members of the Budget, Finance and Physical Plant Committee that we begin proceedings to enter into a contract with Trautwein Associates, Inc. for the Lancaster Phase II project.

Sincerely,



Wm. Charles Culp
Vice President for
Administrative Services

WCC/tnw
Enclosure

XC: Dr. Charles E. Holzer, Jr.
Mrs. J. Wallace Phillips
Dr. Claude R. Sowle



STATE OF OHIO
DEPARTMENT OF PUBLIC WORKS
ROOM 707, 65 S. FRONT STREET
COLUMBUS, OHIO 43215

April 10, 1973

Mr. William Charles Culp
Vice President for Administrative Services
Ohio University
Cutler Hall - 212
Athens, Ohio 45701

Re: Technology and Arts Building
Lancaster Campus - Phase II
Ohio University
Lancaster, Ohio

Dear Mr. Culp:

This is to supersede our letter of April 5, 1973 in which we gave you a roster of Architects to be interviewed for subject project. The following is a corrected roster:

Ireland/Associates
Architects/Planners
1425 Arlington Ave.
Columbus, Ohio 43212

Tully, Ames, Elzey & Thomas
Architects and Planners
222 E. Town Street
Columbus, Ohio 43215

Granzow and Guss
Architects and Planning Consultants
423 East Town Street
Columbus, Ohio 43215

Trautwein Associates, Inc.
5940 North High Street
Worthington, Ohio 43085

After you have interviewed the Architects, please advise this department of your selection so that fees can be negotiated and encumbrances requested for the preparation of the Architect's Contract.

Sincerely,

R. Wilson Neff
R. WILSON NEFF
Director

RWN:ab

cc: Mr. Henry L. Whitcomb
Mr. Carl E. Bentz
Mr. L. F. Lausche

RECEIVED

APR 11 1973

Administrative S. 2287