

THE UNIVERSITY OF TOLEDO

9002

254th Meeting of the Board of Trustees
Wednesday, February 14, 1990

The two hundred and fifty-fourth meeting of The University of Toledo was held at 8:15 a.m. Wednesday, February 14, 1990 in the Levis Board Room. The following trustees were present:

Mr. Bruce Douglas
Judge Robert V. Franklin Jr.
Mr. George W. Haigh
Mrs. Joan S. Katz
Mr. James M. Ruvolo
Mr. Robert C. Savage

constituting a quorum of the Board.

The following Student Trustee was present:

Mr. Patrick Fahey

Dr. Frank E. Horton, President; Dr. Harold L. Allen, Vice President for Graduate Studies, Research, Economic Development and Dean of the Graduate School; Dr. Marvalene S. Hughes, Vice President for Student Affairs; Dr. Earl Murry, Interim Director of Affirmative Action; Dr. Carl V. Patton, Vice President for Academic Affairs; Mr. Martin D. Robbins, Vice President for University Relations; Dr. Alice H. Skeens, Assistant to the President; Dr. James E. Todd, Vice President for Administrative Affairs; Professor Julia Baldwin, Chairperson of the Faculty Senate; Dr. Michael Magura, Faculty Representative to the Board; Mr. Doug Rammel, Student Government President and Mr. Tom Krajewski, Student Government Vice President were also present.

The following trustees were absent:

Ms. Sally J. Clark
Mr. William D. Keip
Mr. Harold D. Leu

Upon the motion of Mr. Savage, seconded by Mr. Ruvalo, the approval to negotiate a lease between The University of Toledo and IMS Matrix for space in the West Engineering Building was unanimously approved.

Dr. Horton noted that IMS Matrix, a leading company in the area of automating plastics manufacturing equipment, is considering UT as one of several sites possible at which to establish a new R&D facility. In locating at the West Engineering Building, the company would establish a cooperative educational program and initiate plans to enlarge the building or construct a new building. The proposed location of the facility is the area immediately adjacent to the Polymer Institute. Cooperation with University researchers will enhance the University's role in supporting residual economic development. Dr. Horton added that the Buildings and Grounds Committee would return with the lease for Board approval.

4. Contract Award Recommendation

Mr. Haigh, Chairman of the Finance Committee, said the Committee recommended Board approval of the Contract Award Recommendation to Thomas W. Ruff Co. representing Custom Wood Design furniture manufacturer for Residence Life in the amount of \$369,388 for furniture, desks, chest of drawers, wardrobes, and beds for the Student Housing for Fraternities and Sororities.

Upon the motion of Mr. Haigh, seconded by Mrs. Katz, the contract award recommendation to Thomas W. Ruff Co. for furniture, desks, chest of drawers, wardrobes and beds in the amount of \$369,388 for the Student Housing for Fraternities and Sororities was unanimously approved.

9. Revised FY1990 Auxiliary Enterprise Budget - Exhibit B

Mr. Haigh asked Dr. Todd to comment.

Dr. Todd said the recommended changes in the Auxiliary Budget relate to the bookstore, residence halls, Student Union, parking operations and student health services are listed in Exhibit B.

Upon the motion of Mr. Haigh, seconded by Mrs. Katz, to adopt the Revised FY1990 Auxiliary Enterprise Budget, a roll call vote was taken:

Mr. Douglas	Yes
Judge Franklin	Yes
Mr. Haigh	Yes
Mrs. Katz	Yes
Mr. Ruvolo	Yes
Mr. Savage	Yes

Motion passed.

10. Agreement with Fraternities and Sororities, Student Housing - Exhibit C

Mr. Haigh said the Finance Committee recommended Board approval of the draft agreement between The University of Toledo and the Greek Letter Organizations.

Dr. Todd commented that this is the last draft from legal counsel and we do not anticipate any substantive changes.

Mr. Douglas said if there are any other significant changes the agreement will come back to the Board.

Upon the motion of Mr. Haigh, seconded by Mr. Savage, the agreement with Fraternities and Sororities for Student Housing was unanimously approved.

11. Bowman-Oddy Instrumentation Center Equipment Purchases

Mr. Haigh stated that the Finance Committee recommended Board approval for the purchase of the Varian 2400 spectrophotometer in the amount of

DATED AS OF 2/1/90
THIS DRAFT IS SUBJECT TO FINAL
REVIEW AND POSSIBLE REVISION.

AGREEMENT

1. PARTIES

This Agreement is entered into this ____ day of _____, 1990 between The University of Toledo ("the University") and the Greek Letter Organizations ("Organizations") listed on Exhibit A which is attached hereto.

2. PREMISES

This Agreement relates to the seven (7) structures which are located generally southeast of Parks Tower Dormitory and northwest of Carter Hall be referred to as the Housing Village.

3. TERM

The term of this Agreement shall be ninety-nine (99) years from the date set forth in paragraph 1.

4. EXCLUSIVITY

During the term of this Agreement, the Premises shall be reserved for the housing of students of the University identified by the Organizations listed in Exhibit A as affiliated with the Organizations ("affiliated student(s)") and for the use of common areas by those Organizations, subject to the provisions of paragraphs 9 and 10.

5. FURNISHING

Each Organization shall have the responsibility to furnish the common areas in the basement and the first floor. Such furnishings provided by the Organization shall remain its property and shall not be or become a part of the property of the University, provided that any damage caused by the removal of such property shall be fully repaired and the premises restored to its condition prior to the removal of any such property. The University shall provide basic furnishings for the bedrooms located on the first, second and third floors, which furnishings shall be and remain the exclusive property of the University.

6. MAINTENANCE AND CUSTODIAL CARE

The University shall have responsibility to provide all maintenance to the physical facilities, to University equipment and University owned furnishings. The residing Organization is expected to report maintenance needs but not attempt any repairs or modifications without authorization by the University.

The University of Toledo custodial staff shall have responsibility Monday through Friday to clean restrooms designed for common use on first, second, and third floors, corridors on the second and third floors, and stairwells. The University staff shall also give each Unit a thorough cleaning at least once per calendar year. Seasonal cleaning shall be scheduled in consultation with each residing Organization.

The residing Organization shall have responsibility for maintaining the standards of cleanliness in the basement, the first floor (to include the kitchen), and the student rooms on the first, second, and third floors.

The University shall review on a quarterly basis the Organization's compliance with the standards of cleanliness as established. In the event the University determines that additional cleaning is necessary to achieve the standard, the Organization shall be notified and a time frame for compliance established. If the time frame or standards are not met, the University shall perform the needed cleaning and invoice the organization.

The University shall designate and provide the cleaning supplies for use by the residing Organizations. Standards for cleaning and guidelines for use of supplies will be provided to the residing Organization.

7. HOUSING CONTRACTS

Each student who resides in the Housing Village shall enter into a Housing Contract with the University. The tenancy of the individual student shall be governed by that Housing Contract. To the extent the Housing Contract differs from this Agreement, the Housing Contract shall control. Further, the Organizations acknowledge that (i) the Units are financed in [whole or in] part from the proceeds of sale of \$44,920,000 General Receipts Bonds, Series 1988, of the University, issued on July 12, 1988, and maturing or callable pursuant to mandatory sinking fund requirements on June 1 of each year from 1989 to 2018, inclusive (the "Bonds"), and (ii) in connection with issuance of the Bonds, the University executed a Tax Compliance Certificate, wherein it covenanted that it would take or require to be taken all actions that may be required for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes. Accordingly, nothing herein shall be interpreted or applied in derogation of this covenant, and should any provision of this Agreement be held, found or ruled by a court of competent jurisdiction or by the Internal Revenue Service adversely to affect such exclusion, such provision shall be null and void as of the date of execution of this Agreement, and the University and the Organizations shall promptly take such action as shall be required to effect compliance with that covenant.

8. RENT/DEBT SERVICE

At all times during the term of this Agreement, the rent to be charged to each student who resides in the Housing Village shall be determined

by the University to individuals at a charge of \$- that fixed at the discretion of the University for housing or service on an increase more than the University in such a way that the nine month period

9. OCCUPANCY

consulting the Organization for occupancy of the University. If an Organization affiliated with the University is used by the Organization for the preferential occupancy of reasonable space in the Organization

in the Units by the Organization that the University housing. In addition to other housing space in the University available to

10. SUMMER

the basement for access and consultation. The occupancy of the Units will remain open for consultation

shall have responsibility for common use on first and third floors, and each Unit a thorough cleaning shall be made.

responsibility for maintaining the first floor (to include the first and third floors).

On the basis the Organization shall be established. In the event it is necessary to achieve the same frame for compliance with the University shall be responsible.

The cleaning supplies and guidelines for the Organization shall be established.

Each Organization shall enter into a contract with the individual students to the extent the Housing Contract shall control the Units are financed by the University. 10,000 General Receipts shall be received by June 12, 1988, and maturity of the bonds on June 1 of each year. (1) in connection with the compliance Certificate shall be taken all action to be taken and remain excluded. Accordingly, nothing of this covenant, as ruled by a court of law, shall be adversely affected as of the date of the Organizations shall be in compliance with the

When the rent to be charged shall be determined

by the University. Until final maturity of the Bonds, the rent to be charged to individual students, as determined by the University, shall include a fixed charge of \$_____ per pupil, per year for debt retirement. After that date, that fixed charge, if continued to be collected, as the University in its discretion shall determine, will be designated for construction of new similar housing or for renovation and enhancement of existing housing or to pay debt service on debt obligations issued for such purposes. The rental shall not increase more frequently than, nor disproportionately with, increases in other University housing. The University shall endeavor to structure the rent in such a way that the amount required for debt service is receivable during the nine month period from September through May.

9. OCCUPANCY

The Director of Residence Life will make room assignments for consulting designated representatives of the membership of the residing Organization. To the extent an Organization is unable to guarantee a full occupancy thirty (30) days prior to the first day of classes each quarter, the University may place other students ("non-affiliated student(s)") in the Unit. If an Organization anticipates that it will not have a full occupancy of affiliated students, it may submit to the Director of Residence Life a list of students who are preferred "non-affiliated" residents. The primary criterion used by the Organization to compile such a list will be the likelihood that the preferred "non-affiliated" student will become affiliated with the Organization. If the Organization submits a list, the University shall make reasonable efforts to assign those students as residents of the respective Organization's Unit.

In the event that University-placed resident(s) are occupying space in the Unit and affiliated or preferred "non-affiliated" students identified by the Organization wish to reside in the Unit, the Organization may request that the University relocate the University-placed resident(s) to other housing. If it is practical for the University to relocate such resident(s) to other housing, the Organization's designees shall have preference to occupy space in the Unit. Relocation may take place at quarter breaks only unless the University-placed resident(s) requests relocation and there is space available to complete the transfer.

10. SUMMER ACCESS AND RENTAL TERMS

During the summer quarter, each Organization shall have access to the basement and first floor common areas of its assigned Unit. Procedures for access will be established by the Director of Residence Life in consultation with the Policy Committee. If an Organization can provide full occupancy during the summer quarter, the University shall allow the Unit to remain open. The decision to close a Unit or consolidate residents of a group of Units will be made at the discretion of the Director of Resident Life in consultation with the Policy Committee. Rental charge for the summer months

shall also be determined by the Director of Residence Life in consultation with the Policy Committee.

11. GOVERNANCE

Each individual Organization is entitled to participate in the Governance of its house or Unit. Specifically, each Organization shall receive notice and an opportunity for hearing prior to the promulgation or modification of rules and regulations pertaining to the occupancy of the Housing Village. No rules or regulations shall be promulgated or modified until at least ninety (90) days after notice of the proposed rule or modification of existing rule has been delivered in writing to the Organizations at their addresses listed on Exhibit A.

12. TERMINATION

- a. The University may terminate this Agreement with any individual Organization for good cause. Good cause shall be defined as an Organization's violation of University rules or regulations. Prior to termination of this Agreement, an Organization shall have the right to a hearing to contest its charges of violation of University rules or regulations.
- b. This Agreement may be terminated at the option of the University if an Organization is unable to maintain an average of more than fifty percent (50%) occupancy of the Unit or Units available to it with affiliated students during any consecutive fall, winter and spring quarter.
- c. This Agreement may be terminated at the option of an Organization at any time.

13. SUBSTITUTION OF LEASE

The Organizations, including the successor(s) and assign(s) of any individual organization(s), may form a non-profit entity for the purpose of maintaining and operating the Units after the final maturity of the bonds and the retirement of all debt related thereto. In the event such an entity is formed, the University at its sole discretion, upon receipt of an approving opinion of bond counsel, may substitute for this agreement a lease to said entity pursuant to Section 3345.11 Ohio Revised Code or any successor statute governing leases for the purposes authorized therein. The specific terms and provisions of such a lease agreement would be negotiated between the University and the Lessee entity. Should they fail to agree on all of the terms of such lease, this agreement shall remain in full force and effect for its original term.

14. SEVERABILITY

If any term or provision shall be determined to be invalid, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

15. APPLICABLE LAW

This Agreement and its interpretation shall be construed under the laws of the State of Ohio.

16. CAPTIONS

All articles and parts of this Agreement shall be construed to the intent and meaning of the parties only, and not to the literal meaning of the Agreement.

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement, as amended, shall be incorporated herein by reference to the original Agreement between the parties and may be modified only by an agreement in writing.

IN WITNESS WHEREOF, the parties have hereunto bound themselves and their respective heirs, assigns and legal representatives by their signatures and seals, and the date first above written.

WITNESS:

D10-113

14. SEVERABILITY

If any term or provision, or any portion thereof, of this Agreement shall be determined to be null and void, invalid or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15. APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Ohio.

16. CAPTIONS

All article and paragraph captions herein are for the convenience of the parties only, and neither shall modify nor amplify the provisions of this Agreement.

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement, all Exhibits hereto, and special provisions incorporated herein by reference contain all the agreements and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing, signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement as of the day and year first above written.

WITNESS:

UNIVERSITY OF TOLEDO

By: _____

Title: _____

ALPHA ALPHA ALPHA FRATERNITY

By: _____

Title: _____