

CM  
6-16-04



Board of Trustees

210 Bricker Hall  
190 North Oval Mall  
Columbus, OH 43210-1321  
Phone 614-292-6359

Donor ID: 00012318

Fund: 411670 Knowlton Hall Building Fund

Austin E. Knowlton Architecture Building Fund

The Austin E. Knowlton Architecture Building Fund was established May 7, 2004, in accordance with the guidelines approved by the Board of Trustees of The Ohio State University.

All gifts are to be invested in the University's Permanent Endowment Fund, under the rules and regulations adopted by the Board of Trustees of The Ohio State University, with the right to invest and reinvest as occasion dictates.

The annual income shall be used to pay debt service on the bonds issued to support construction of the Knowlton Architecture Building.


The principal is invadable, but no more than once per quarter and only with the joint approval of the dean of the College of Engineering, the senior vice president for Business and Finance, and the executive vice president and provost.

Upon payment of the bond debt, the fund shall be used by the director of the Austin E. Knowlton School of Architecture for unrestricted purposes of the school.

It is the desire that this fund should benefit the University in perpetuity. If the need for this fund should cease to exist or so diminish as to provide unused income, then another use shall be designated by the Board of Trustees as recommended by the dean of the College of Engineering.

CERTIFIED

This is to certify that the foregoing is a true and accurate excerpt from the minutes of the Board of Trustees meeting held May 7, 2004.

  
David O. Frantz  
Secretary

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CHARLES D. LINDBERG  
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005574

August 21, 2003

**FEDERAL EXPRESS**

Dr. Karen A. Holbrook  
President  
Ohio State University  
205 Bricker Hall  
190 North Oval Mall  
Columbus, Ohio 43210-1357

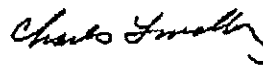
Re: Estate of Austin E. Knowlton, Deceased

Dear Dr. Holbrook:

Enclosed please find a check (No. 000886628) of the Fifth Third Bank, in the amount of \$1,686,826.41, payable to Ohio State University, and representing the balance of a \$10,000,000 pledge made by Austin E. Knowlton on November 3, 1994.

The Estate of Mr. Knowlton has on hand a Pledge Agreement signed by Mr. Knowlton, dated June 3, 2000 for an additional \$6,000,000 but payment on that pledge will have to await the review and settlement of Estate accounts. Incidentally, for your records, the Fifth Third Bank and I are the Co-Executors of Mr. Knowlton's Estate.

Yours truly,



Charles D. Lindberg

CDL/pwj

Enclosure

cc: Robert S. Livesey, FAIA (w/o enc.)  
David W. Garber (w/o enc.)  
Daniel J. Hoffheimer, Esq. (w/o enc.)

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**ID # 000 123 18**

## Knowlton School of Architecture MOU Addendum

The purpose of this addendum is to document the final set of decisions prior to accepting bids for the construction of the Knowlton School of Architecture. This addendum supplements the MOU's dated 10/24/97, 5/10/01 and 2/7/02 all of which remain valid for all issues except those specifically identified in this document.

The project is approved for a total maximum budget of \$33 million. This includes a marble exterior in compliance with the donor's wishes, as outlined in President Kirwan's letter of September 27, 2001.

Marble is a not a standard exterior at this university. The University recognizes that it carries more risk than a standard exterior finish. However, in balancing this risk against the benefits of improved space for the program needs of the School of Architecture and the benefits of removing two major deferred maintenance problems in Ives and Brown Hall, all parties involved have agreed to proceed with construction with the following understanding:

1. The President has contacted the donor to seek completion of his pledge and has informed the OSU Board of Trustees on the issues involved in this addendum (copies attached).
2. It is understood that the \$3 million of University funds referred to in the June 4, 2002 letter to Mr. Knowlton from President Kirwan are part of the University bonds referred to in #3 below and is not an increase in the \$33 million project budget.
3. The Office of Business and Finance will authorize acceptance of bids and secure bonds of up to \$23 million for the project.
4. The Office of Development will work with the College and the School to raise an additional \$1 million above what was previously agreed to in the 2/8/01 MOU.
5. Consistent with item 6 below, the College and the School will work with Business and Finance to make appropriate improvements in the durability of the exterior design as necessary to address issues identified by the consultant.

6. The contingency will be used only to address unexpected problems in construction. Use of contingency amounts above \$50,000 will require approval of the Senior Vice President of Business and Finance and the Dean of the College of Engineering or his designee.
7. Within two years of the completion of construction, a review will be conducted as to continuing maintenance needs of the marble exterior and, if necessary, a more specific agreement memorialized regarding costs and responsibilities. ?

WE Kirwan  
William E. Kirwan  
President

6/20/02  
Date

Robert S. Livesey  
Robert S. Livesey  
Director, School of Architecture

20 JUN 02  
Date

Jerry May  
Jerry May  
Vice President, Development

6/19/02  
Date

Edward J. Ray  
Edward J. Ray  
Executive Vice President and Provost

6/17/02  
Date

William J. Shkurti  
William J. Shkurti  
Senior Vice President, Business & Finance

6/17/02  
Date


James C. Williams  
James C. Williams  
Dean, Engineering

6/21/02  
Date



OFFICE OF THE PRESIDENT

FAX TRANSMITTAL

TO: Board of Trustees  
FROM: Brit Kirwan   
DATE: June 5, 2002  
SUBJECT: Knowlton School of Architecture

One of the projects I want to bring to closure before I leave Ohio State is the Knowlton School of Architecture building. This has been an unusual project for a number of reasons. Donor funds account for the majority of the funding source, state capital funds were appropriated contingent on donor funds and the principal donor (Dutch Knowlton) felt very strongly that the building should have a marble exterior finish.

Marble is not a standard exterior at the University and we recognize that it carries more risk than a standard exterior in terms of installation and continued maintenance. After discussing these issues at length with the internal stakeholders and after review by an outside specialist, we have agreed that the risk has been mitigated to an acceptable level. In addition, when weighed against the benefits of improved space for the program needs of the School of Architecture and the benefits of removing two lingering deferred maintenance problems (Ives and Brown Hall), we have agreed to proceed with construction.

Since the Board of Trustees has already approved this project, no additional Board action is necessary. However, it has been agreed that the Board should be made aware of the risks involved, hence this memo.

As part of the risk mitigation strategy, all of the relevant parties, including the President have agreed to sign an addendum to the original MOU that documents now and for successors over time the specific final agreements supporting this project. A copy of the draft Addendum is attached.

I visited Dutch in Florida this past Saturday to discuss aspects of his contributions to the project. A copy of my follow up letter to Dutch is attached.

With the impending transition in leadership, I wanted to make sure that everyone involved knows what decision was made and why. If you have concerns or would like any additional information, please don't hesitate to contact me.

Attachment

c: Rob Livesey  
Jerry May  
Ed Ray  
Bill Shkurti  
Ginny Trethewey,  
Jim Williams



OFFICE OF THE PRESIDENT

June 4, 2002

Mr. Austin E. Knowlton  
2501 Laguna Terrace  
Fort Lauderdale, FL 33316-2315

Dear Dutch:

Rob and I want to thank you for allowing us to visit with you for lunch this past Saturday. It was wonderful to see you looking so well and to share with you our joy over the progress of the building. Knowlton Hall is going to be one of the most dramatic buildings ever built on a college campus. It will serve as a symbol of your vision of excellence for your alma mater and our commitment to the highest standards of architectural education.

During lunch, I had an opportunity to raise two matters of great importance to our shared aspirations for the success of this project. The first concerns your original pledge payments. You once mentioned that when construction was ready to begin, you would accelerate your payment schedule and complete the pledge contemporaneously with the start of construction. Construction is scheduled to begin June 24, 2002, and so if you would be willing to do so, we would very much appreciate receiving a payment of \$1.68 million to complete your original pledge.

The second matter concerns our request that you consider increasing your bequest for the facility from \$6 million to \$10 million. As you know, the cost of the building project has risen an additional \$7 million, from \$26 million to \$33 million. Because I consider this project one of my crowning achievements as president of The Ohio State University, I want to secure these additional funds before I leave on June 30. If you would be willing to increase your bequest by \$4 million, I would commit an additional \$3 million of university funds which would complete the funding for the project. Dutch, given what you have already done for the university, this would be an extraordinary gesture on your part. However, I know how much this project means to you, and I want to be certain that I leave Ohio State with the total funding secure. You should also know that we would be willing to name any portion of the building, including the library, in honor of your sister or anyone else you deemed worthy of honoring in your building. I will give you a call in the next few weeks to discuss your thoughts on these two requests.

Dutch, it has been a great pleasure getting to know you. Your support is extraordinary and very meaningful. I will always cherish our friendship and plan to stay in touch with you in the years ahead. Particularly, I look forward to joining you at the ribbon cutting for Knowlton Hall in two years.

Sincerely yours,

William E. Kirwan  
President

PUBLIC BID ADVERTISEMENT

Sealed bids will be received by the Board of Trustees of The Ohio State University, addressed to The Ohio State University Business and Finance, c/o Office of Facilities Planning and Development, 4th Floor Central Classroom Building, 2009 Millikin Road, Columbus, Ohio 43210 until Thursday, March 21, 2002 at 3:30 p.m. Local Time and opened immediately thereafter for the following project:

Knowlton School of Architecture  
#315-1993-193  
The Ohio State University  
Columbus, Ohio

Sealed bids will be received for:

<u>CONTRACT</u>	<u>ESTIMATE</u>
GENERAL (LEAD)	\$16,985,000.00 (Base Bid) \$18,487,857.00 (Base Bid plus all alternates)
PLUMBING	\$865,000.00 (Base Bid) \$904,208.00 (Base Bid plus all alternates)
HVAC	\$3,475,000.00 (Base Bid) \$3,610,620.00 (Base Bid plus all alternates)
ELECTRIC	\$3,600,000.00 (Base Bid) \$3,737,130.00 (Base Bid plus all alternates)

A pre-bid conference will be held on Wednesday, March 6, 2002 at 9:00 a.m. in the Central Classroom Building, Room 410, 2009 Millikin Rd, Columbus, Ohio.

Bidding documents may be obtained by prime contractors, shipping charges collect, from Key Blue Prints, 195 E Livingston Ave, Columbus, OH, 43215, telephone 228-3285. A charge of \$250 will be made for Plans and Specifications. Plans must be returned in good condition, shipping charges prepaid, within ten days after the bids are opened to receive deposit back. Documents may be examined at The Ohio State University Office of Facilities Planning and Development, Columbus, Ohio, Builders Exchange/F.W. Dodge, Columbus, Ohio, Construction Market Data, Columbus, Ohio and Dodge/SCAN, Cleveland, Ohio.

The Board of Trustees of The Ohio State University reserves the right to waive any informalities or to reject any or all bids.

The Ohio State University  
William J. Shkurti  
Senior Vice President for Business & Finance

5  
6-3-00

PLEDGE AGREEMENT

The undersigned, Austin E. Knowlton, hereby pledges to contribute to The Ohio State University Foundation the sum of \$6,000,000, payable only from the Estate of Austin E. Knowlton and, no later than that time when said estate is closed and on the following additional terms.

1. This pledge when paid will be used by the Foundation to add to the building fund of the Austin E. Knowlton School of Architecture of Ohio State University.

2. It is understood that this pledge when paid satisfies any and all pledges or other obligations of Austin E. Knowlton outstanding as of the date hereof to the Ohio State University or The Ohio State University Foundation. \* *WEK Jan 2000* \* Except the balance due on the \$10 million pledge.

3. Austin E. Knowlton shall be entitled to all privileges and courtesies granted by Ohio State University through the President's Club, and the University shall give appropriate recognition of this commitment through its usual and customary channels.

4. It is understood that the Ohio State University Foundation, and the Ohio State University will act in reliance upon this pledge to commence construction of a new facility for the Knowlton School of Architecture and, including the issuance of revenue bonds to enable construction to commence.

5. It is understood that the name of the Knowlton School of Architecture at no time shall be changed without the approval of Austin E. Knowlton, his estate and his successors and assigns.

6. It is recognized that this pledge is a binding agreement enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this agreement as of the \_\_\_\_\_ day of June 3, 2000.

*Austin E. Knowlton*  
Austin E. Knowlton

The Ohio State University  
By: *WE Knowlton*

The Ohio State University Foundation  
By: *James A. [Signature]*