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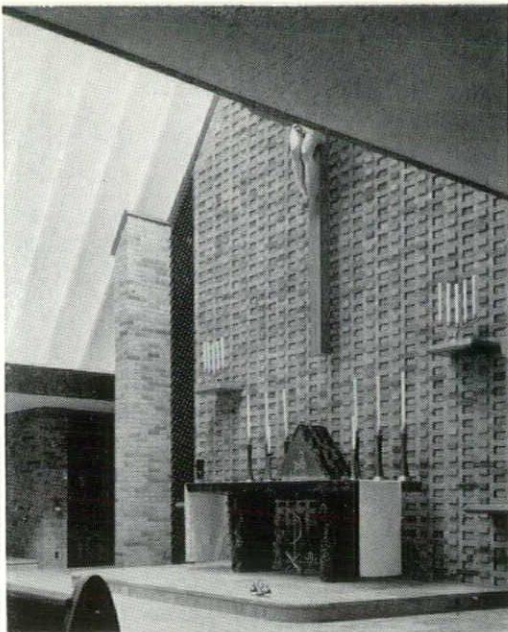
TOLEDO
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OHIO ARCHITECT

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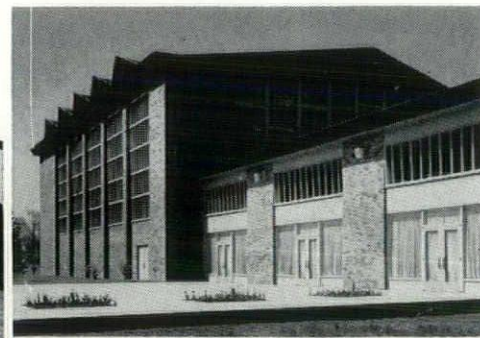
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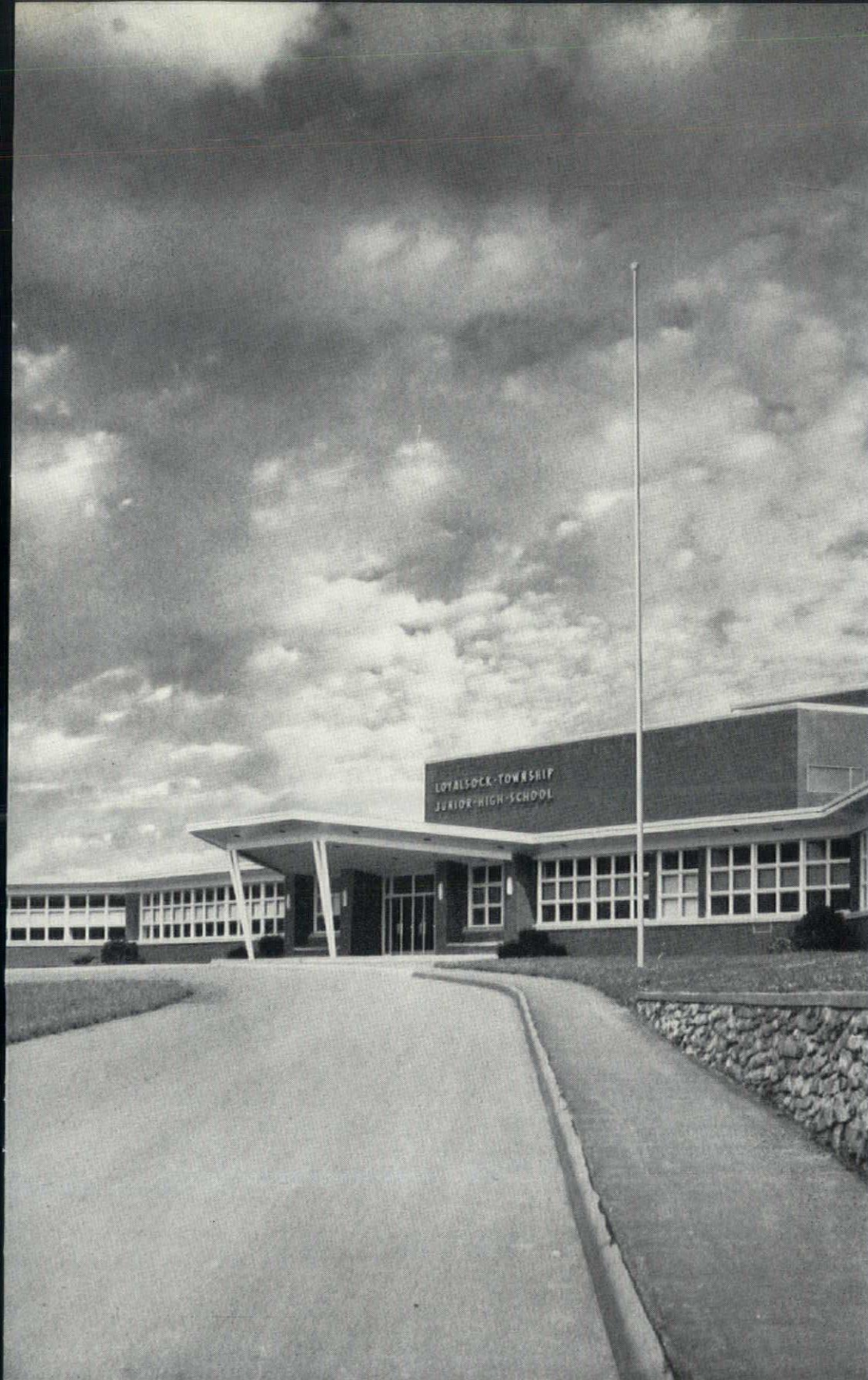
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EDITORIAL STAFF

Publication Committee Chairman Robert J. Makarius, Jr., AIA 312 Harries Building Dayton 2, Ohio	Managing Editor Clifford E. Sapp 5 East Long Street Columbus 15, Ohio Telephone: 221-6887
Technical Editor David A. Pierce, AIA 140 Fairlawn Drive Columbus 14, Ohio	Editor Sharon Swintek 5 East Long Street Columbus, Ohio
	Advertising Representative Peter Bovis & Assoc. 1180 Avenue of the Americas New York, N. Y.

ASSOCIATE EDITORS

Cincinnati Alfred W. Ambrosius 309 Ludlow Avenue Cincinnati 20, Ohio	Dayton Robert J. Makarius, Jr., AIA 312 Harries Building Dayton 2, Ohio
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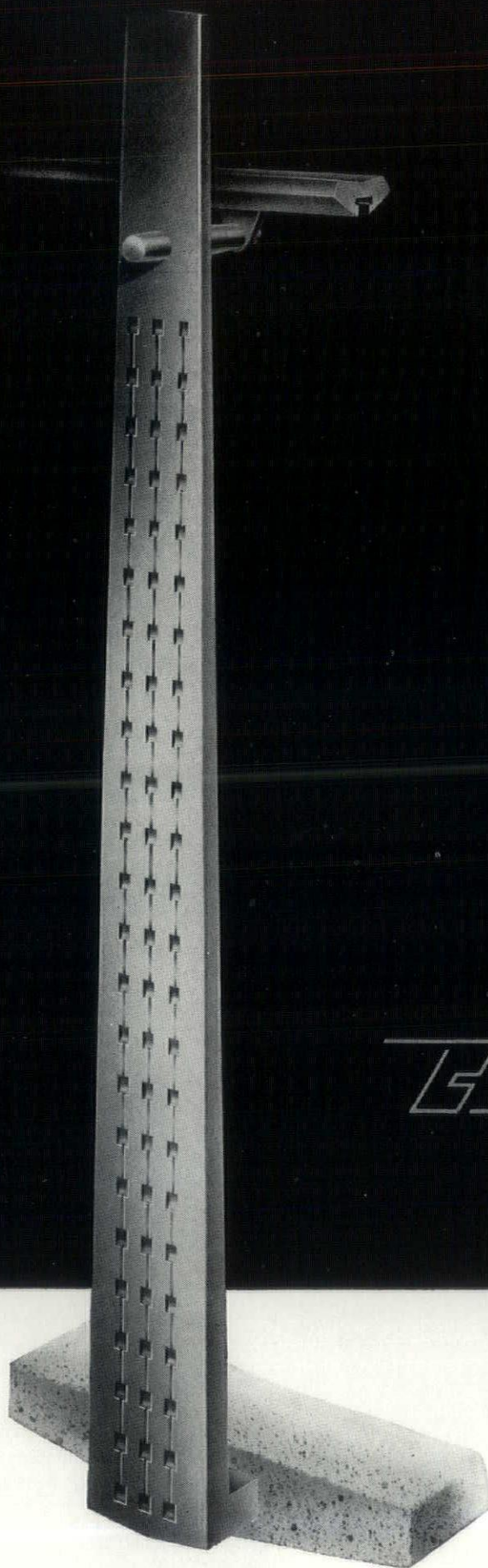
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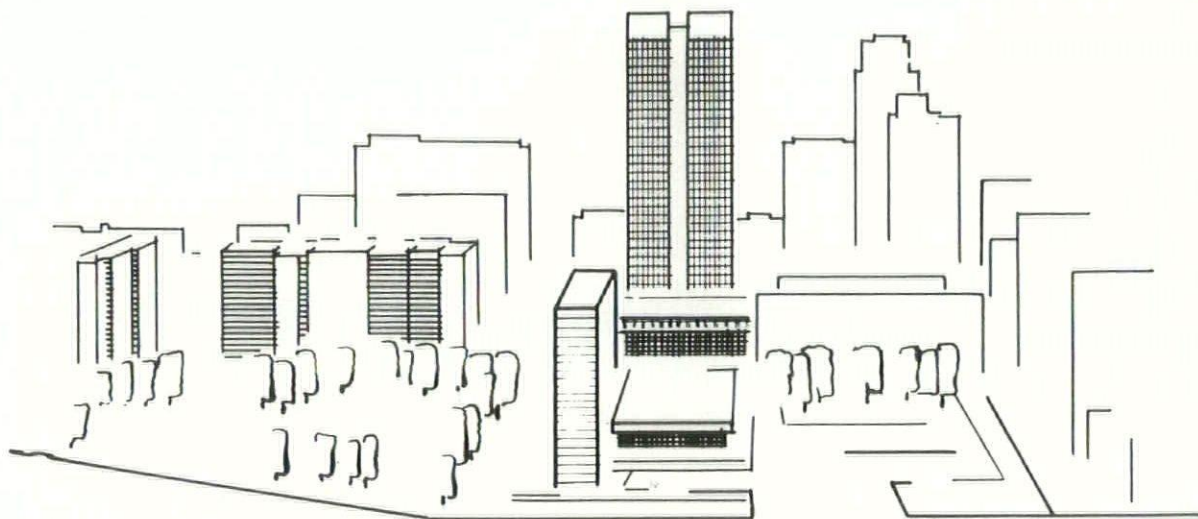
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Riverview Project

A plan to bring a renaissance to downtown Toledo was revealed to members of the Downtown Toledo Associates and members of the Toledo Chapter, A.I.A. on Thursday, October 3rd, by Mr. J. M. Pei of I. M. Pei and Associates, Architects of New York City. The plan labeled the "Riverview Project" consists of several large buildings and parks located on a six block site in downtown Toledo. The plan was prepared for Mr. John W. Galbreath, a Columbus developer, who is interested in undertaking a major part of the redevelopment.

The 13.7 acre site is considered by Mr. Pei as an ideal location since the adjoining streets contain nearly a 100% concentration of office space, hotels and retail stores. The site, as existing, is obviously dilapidated and ready for clearance and redevelopment. The Maumee River borders the east side of the property.

The Riverview site is divided into two parts of about equal size. Both parts will take advantage of the waterfront and will contain major buildings, underground parking and parks.

Envisioned within Riverview one will be a 30 story office building and connecting bank. East of these buildings will be a 4 or 5 story office building with the ground floor containing retail outlets such as airline ticket offices, restaurants, and speciality shops. A 250 room motel-hotel will extend from this building to the waters edge. North of the motel-hotel is planned a waterfront restaurant, boat marina, swimming pool and heliport.

Riverview two will contain two high rise apartment buildings with a total of 250 units and the larger of the two parks. The apartments will be orientated to take advantage of the park and the river.

An outstanding feature of the project will be the two parks. The first, already in the planning stage, will be an urban park. A plaza where busy office workers can pause in their hurried day to rest and enjoy a shady oasis. In contrast with the other park, it will be rather formal with deliberate placing of fountains, trees and shrubbery. This park will become an axis leading to the new office building and create an open area between it and two existing multi-storied office buildings. The second park consisting of about three acres will be a waterfront park useful to all citizens. It is planned to be informal and may contain such features as an amphitheater, playgrounds and other recreational facilities. The apartment buildings and motel-hotel will overlook this park and have direct pedestrian access to it.

As presently planned the site will be cleared of existing buildings through an urban renewal project. The estimated cost for this phase of the work is set at \$2,595,000.00, of which the city will be required to pay \$865,000.00. City officials are hopeful that credits from recent urban renewal projects can cover much of this cost. The anticipated tax increase should compensate for the city's investment at this time. The percentage of tax presently available for maintenance from this area hardly covers the necessary services required.

Following this site clearing project, private developers will purchase the property and construct the buildings. Cost of the buildings is estimated at \$25,000,000.00.

In conclusion Mr. Pei re-emphasized the importance of the development of this area as a stimulant to the very existence of downtown growth in the city of Toledo.

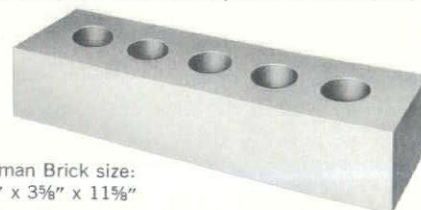


Architect—Victor Gruen Associates, Beverly Hills, California. General Contractor—Mellon-Stuart Company, Pittsburgh, Pennsylvania.

Natco Ceramic Glazed Brick beautifies Northway Mall store

Exterior walls of the new Joseph Horne Company Northway Mall store are constructed of Natco Norman Size Ceramic Glazed Face Brick. Its gleaming white ceramic finish creates a unique and colorful atmosphere that virtually dominates the suburban Pittsburgh shopping center, first of its kind in Pennsylvania. ■ However, beauty is only one advantage . . . Natco Glazed Norman Brick was also instrumental in the functional design. Its larger $2\frac{1}{4}'' \times 11\frac{5}{8}''$ face size accentuates the sweeping horizontal design of the bi-level structure. The durable, hard-burned ceramic finish practically eliminates maintenance worries. ■

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ASO Constitution Amendments

The following constitutional amendments were presented by Gerald Emerick, Chairman of the Constitution & Committees committee, at the 30th Annual Meeting of the Architects Society of Ohio. They were approved by the members unanimously.

1. **WHEREAS:** The Institute Board has revised the associate membership classifications that may be established by each chapter as set forth in paragraph f) Sec. 1, Article 1, Chapter V of the By-Laws of the Institute, 1963 Edition.

BE IT RESOLVED: That paragraphs 1a and 2a, section D, Article III be amended to relate to the Institute By-Laws.

2. **WHEREAS:** The privileges of all categories of associate members are not defined in the Constitution of the Architects Society of Ohio.

BE IT RESOLVED: That Article III, Sec E, be amended and expanded to spell out those privileges in accordance with the mandatory and supplementary requirements of the Advisory Form of Chapter By-Laws revised edition 1963.

3. **WHEREAS:** The dates of term of office of officers is not specified.

BE IT RESOLVED: That the ASO Constitution be amended as follows:

Article IV

Officers

Paragraph D — term of office

All officers shall hold offices for a period of one year which shall be January 1 through December 31 or until their successors are duly elected and qualified.

4. **WHEREAS:** The Executive Director is mentioned in the Constitution, his employment or duties are not defined.

BE IT RESOLVED: That the Constitution be amended as follows:

Article V

B. Powers

1. Board —

B) The Board shall be vested with the authority to employ an Executive Director to assist them to execute the provisions of (a) and any other matters as they may deem advisable and/or necessary. The Board shall establish and define the duties of the Executive Director in the Rules of the Board.

5. **WHEREAS:** Section B, Article VII is not clear.

BE IT RESOLVED: That this section should read as follows:

B. Dues

At the Annual Meeting, the Society shall determine the amount of dues to be paid by each member.

6. **BE IT RESOLVED:** That the ASO Constitution be amended as follows:

Article VII

C. Assessments

(a) This Society, by the concurring vote of not less than two-thirds of the total number of members, professional associates and associates present at a meeting, may levy an assessment on its members, professional associates and associates. Such an assessment on the members shall be alike and equal for each thereof; on the professional associates, alike and equal for each thereof; and the amount of the assessment on each member, professional associate and associate, respectively, in any fiscal year, shall not exceed the amount of the annual dues required to be paid by him for that year.

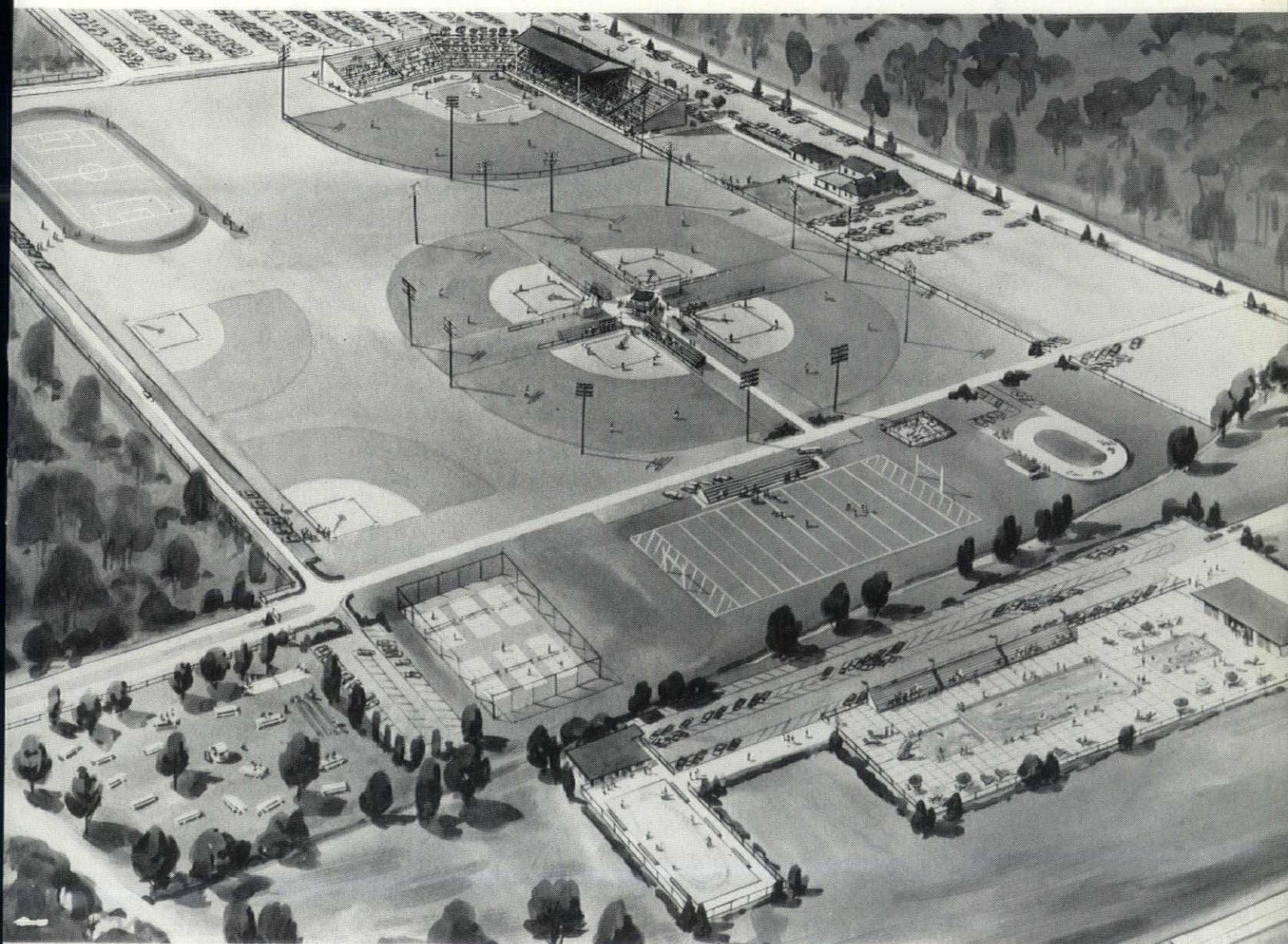
(b) Notice of the intention to levy an assessment, stating the amount thereof, the reasons and necessity therefor, when it shall be payable, and the time within which it must be paid before a member, professional associate, and associate, will be in default for nonpayment thereof, shall be mailed to every member, professional associate and associate not less than 30 days prior to the meeting of this Society at which the proposed assessment is to be voted on.

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Lucas County Recreation Center



The Lucas County Fair Grounds located just outside the City of Toledo has long existed as a minimum use property in that it functioned at its full capacity only about one week each year. This condition existed until foresight and imagination of Lucas County officials directed part of this area to be turned into a recreation center. Early this year the Lucas County Commissioners consisting of Ned Skeldon, Bill Gernheuser and Andy Devine directed the firm of Hahn and Hayes, Architects and Engineers, Toledo, to develop a plan which would make better use of the fair grounds property for both year 'round recreation and county fair use. Their plan consisted of two phases, the first of which is completed.

The first phase includes a grandstand with playing fields, softball control center, dance and club rooms, parking and service facilities.

The grandstand has been remodeled and seating increased from 3,800 to 11,000 persons and has playing fields arranged for baseball and football. At present, it is the home of the Toledo Tornados professional football team. It is also used for city baseball and high school football when school stadiums are not available. Adequate lighting is provided for night time use of both sports. Included with the grandstand are dressing rooms and club rooms for players and officials, refreshment stands and rest rooms. An existing horse barn has been converted into a dance hall. A two story square building serves as a control center for the little league softball diamonds. The lower floor of the center houses rest rooms and refreshment stands. The upper portion is a press box with windows on all four sides. This one facility provides adequate space for the press to cover four games being played simultaneously. Behind the softball diamonds is an asphalt surfaced one-eighth mile quarter midget race track. A club house has also been provided for teen-age dances and for space to be rented by churches and social groups. Parking is provided for 3,500 cars.

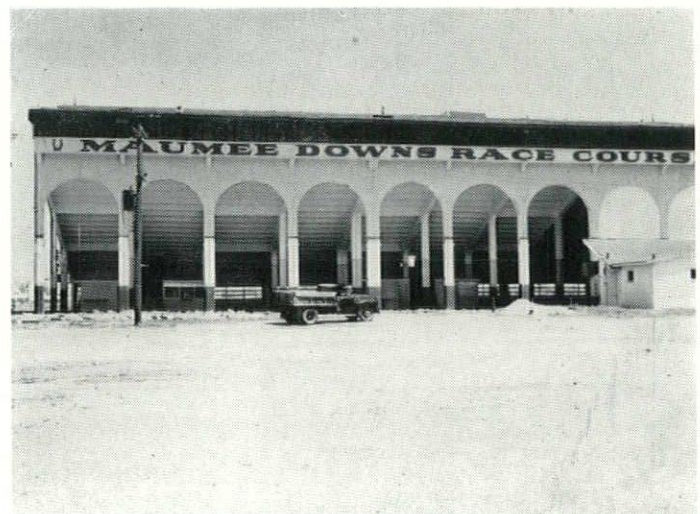
The cost of the first phase is approximately \$377,000.00.

The second phase of the project, costing approximately \$725,000.00, has been approved and is being developed by Hahn and Hayes. This entire second phase will be completed by June 15, 1964.

Included in this phase will be a \$309,000.00 olympic-sized swimming pool which will accommodate 2,000 people, a combination hockey and roller skating rink costing about \$200,000.00, a \$55,000.00 olympic track and a \$30,000.00 maintenance building. In addition a soccer field, picnic areas, shuffleboard courts, horseshoe courts, tennis courts and additional baseball diamonds have been planned.

Approximately 15 acres of the original 90 acres will remain intact for the permanent buildings used for the fair.

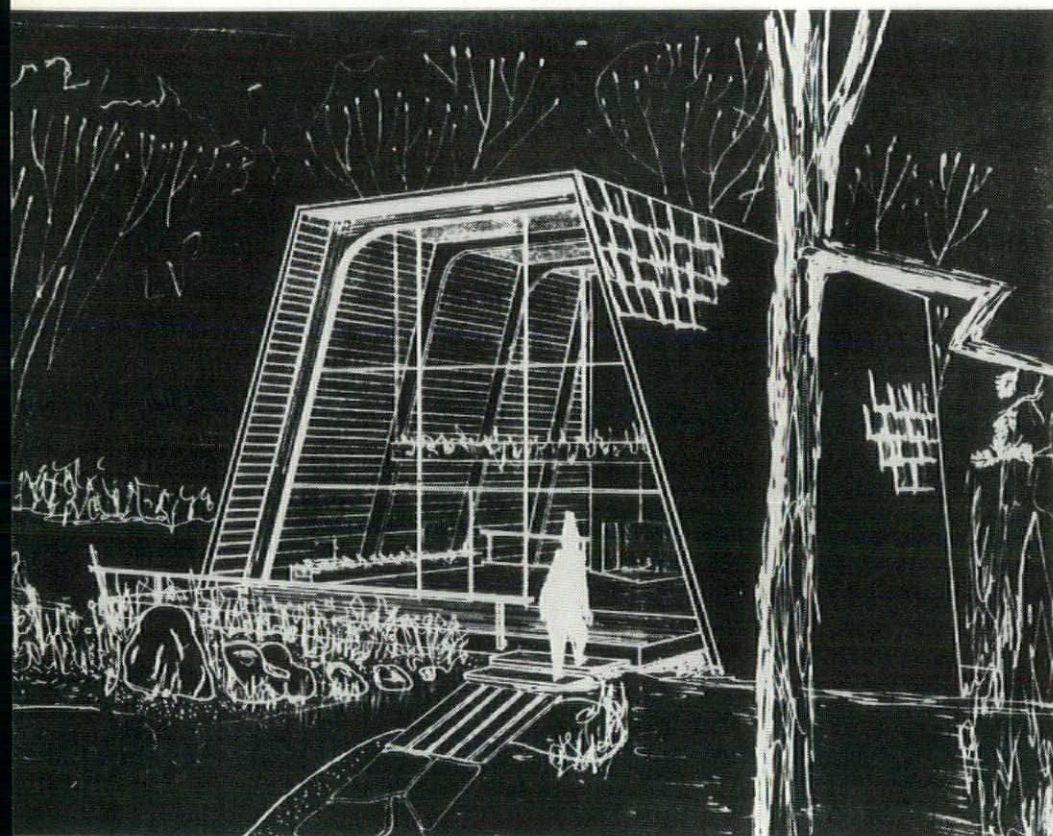
Grandstand before alterations



Remodeled Grandstand showing increase in size and galvanized asbestos siding applied over old and new Grandstand. Photo by Walbridge & Bell, Inc.



Toledo Chapter AIA-Toledo Edison



Prospective sketch of First Place entry.

Toledo's Future Architects?

Each young student sat eagerly, perhaps hopefully, waiting as the winning names were called. For many this was the first attempt at solving an architectural problem and presentation of the same for competitive judging. Gathered together for dinner and program were seventy-two Toledo area high school students, members of the Toledo Chapter, A.I.A. and represent-

atives of the Toledo Edison Company. The highlights of the evening were to be the announcement of competition winners and an inspiring talk by Mr. Elliot L. Whitaker.

The Toledo Chapter, A.I.A. and Toledo Edison annual competition has become a great influence on potential architectural students by encouraging the quality and experience demanded

by the architectural schools and by providing a monetary reward for the successful entries.

This year's problem was organized and run by the education sub-committee of the Toledo Chapter, A.I.A. consisting of Noel Blank, Blaine Wiley and Jim Smith, with many members of the Chapter assisting the students with individual criticism.

The competition for this year was the design of an artist studio situated on a sloping piece of property at the rear of the artist's home. The structure was limited in size to 1200 square feet and was to include a workshop-exhibit space, storage room and toilet room. A space at the front of the studio and behind the parking area was designated to be landscaped as an outside exhibit area.

This year's jury selected fourteen entries for award or recognition. The Jury consisted of Toledo area architects Richard Troy, Robert Normand, Harold C. Munger and C. C. Britsch; and Robert Taylor of the Toledo Edison Company. In commenting on the designs the Jury felt that the quality of the work presented by the students was outstanding and that many entries not receiving awards could have in other years been prize winners. The Jury agreed that the individual effort by the first place winner Mr. Kenneth Garrett was a thoughtful and sensitive approach to the problem and that the design was very well presented and neatly done. His site development was felt to be the most effective of all entries.

The winner of the first place senior \$500.00 scholarship was Kenneth R. Garrett a senior at Macomber High School and was presented by Mr.

OHIO ARCHITECT

Robert M. Taylor, Director of Residential Sales of The Toledo Edison Company.

The second prize, a \$150.00 scholarship, for the best junior award went to Gerald Meng a junior at St. Francis de Sales High School and was presented by Mr. Harold C. Munger, president of the Toledo Chapter, A.I.A.

The freshman - sophomore award went to James Wright a freshman at Macomber High School.

The special electrical award given by The Toledo Edison Company went to Ronald Rittner a senior at Macomber High School. In addition honorable mention awards were given to Roy Green and James Robertson, Jr. of Macomber High School, Gerald Gillen of Maumee High School, and Sam Davis of Ottawa Hills High School. Commendation awards were given to Marty Rose, Duane Tillman, Jack Miller, Stephen E. Perlaky, Augustine Ruiz and Edward Hoffman for excellence in their work.

Guest speaker for the evening was Mr. Elliott L. Whitaker, Director of the School of Architecture and Landscape Architecture, Ohio State University. His address was directed to the High School students in attendance at the presentation of the awards, and was augmented by a color slide presentation of his recent observations in Turkey as compared with the United States.

Some of the competing students will become architects, others will not. However, each has become familiar with the work of an architect and has had a chance to see if he has potential ability for the work. For this the Toledo Chapter, A.I.A. feels well rewarded for their effort.



Mr. Elliott L. Whitaker, left, Director of the School of Architecture, The Ohio State University is shown a student award by Kenneth Garrett, right, and Gerald Meng, left. Looking on are Harold C. Munger, President, Toledo Chapter, AIA, center and Mr. Robert M. Taylor, Toledo, Edison Company, Director of Residential Sales.

By Richard L. Tully, AIA

Member, ASO Specifications Committee

One of the most important duties of any architect is the administration of payments for the construction of a project.

The contract documents and the agreement with the owner define these responsibilities. Among them is the requirement that satisfactory evidence be submitted that all labor and material bills are paid. This is done because of the right of lien that exists.

What is a lien and how does it affect the contract? In Baldwin's Ohio Revised Code the definition of a lien is as follows:

"A right to possess and retain property until some charge attaching to it is paid or discharged. A right of one man to retain that which is in his possession belonging to another until certain demands of him, the person in possession, are satisfied."

In the building industry the filing of a lien does not commonly prevent an owner from occupying the property but rather constitutes a claim that must either be settled or cancelled.

The lien law principles were established early in English common law. Historically, the liener had the privileges of retaining possession until the claim was satisfied. Possession was the essential requirement. On the other hand, the liener could not sell the property. This was the distinguishing characteristic between a lien and a pledge.

This practice arose out of such happenings as when cattle strayed upon land and were kept by the land owner until the debt was satisfied. Such liens were recognized as early as 1371. By the 15th Century this was extended to tailors, mechanics, artisans, and others. In effect, whenever property was delivered by another for a specific purpose, it could be retained until the debt was satisfied.

Another type of lien was a general lien in which all property of the debtor in possession was retained. The courts, however, viewed this with suspicion.

From this developed the equitable lien which is a charge on specific property to secure payment of an obligation directly against property. A maritime lien was a similar development.

The defect of common law lien was that the right of possession was not

coupled with the power of sale. In England this was remedied in the 19th Century in such cases as an innkeeper, wharfkeeper or railroad company.

The mechanics lien seems to be an American innovation. The first law was enacted in Maryland in 1791 to persuade mechanics to work on the National Capitol. Pennsylvania adopted a similar law in 1803. In addition, the various states recognized many new types of liens against such possessions as vessels, monuments, gravestones, and jewelry and provided for the sale of these items to satisfy the lien.

Prior to the Constitution of 1912, the right of lienholders, subcontractors, materialmen to direct lien did not exist in Ohio. Acts so provided being held unconstitutional in (*Palmer vs. Crawford* — 55 Ohio State 423) Article 2, Section 33 of the Constitution of the State of Ohio mechanic's lien rights, was passed to secure mechanics, artisans, laborers, subcontractors, and materialmen their just dues by direct lien upon the property upon which they bestowed labor or which they have furnished material. No other provision of the Constitution shall impair or limit this power. This was passed September 3, 1912. Pursuant to this constitutional amendment, Section 8310-8313, together with other sections of the Ohio Code, were passed in April, 1913, constituting the so-called mechanic's lien code.

In essence, a lien constitutes a claim against property. After due process of law, the sale of this property may be forced in an effort to satisfy this lien. The common occurrence being that the owner of the property pays the claim to protect his rights even though he had previously made what he thought was a payment. In general, a mortgage constitutes a first lien, and is filed before any construction is begun. If placed after construction is complete, all lien rights must have expired or be waived.

The 1958 revision of the Ohio Code covers the Lien Law under Section 1311.

1311.01 defines the owner and materialmen, laborer, subcontractor, or other persons and states that all have the right of lien.

1311.02 provides right of lien against bridges, buildings, watercraft, oil wells

or real estate.

1311.03 provides right of lien against streets, roads, sidewalk or ditch.

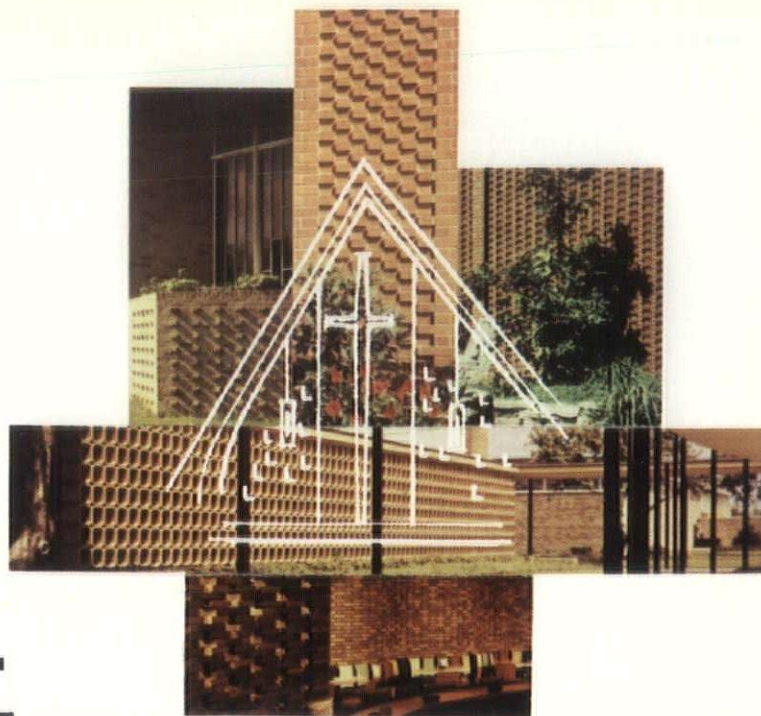
The most important parts of this section as they affect the architect's administration of the work are contained in 1311.04 and 1311.05.

1311.04. The substance of this subsection states that whenever payments become due, the original contractor shall give to the owner an affidavit showing: the name of every laborer not paid in full; the name of every subcontractor in his employ; name of every person furnishing machinery, material or fuel showing the amount due or to become due for the work done or material, etc., furnished; accompanied by a certificate signed by every person furnishing machinery, material, or fuel. The certificate of materialmen should show what is furnished and show the amount due or furnish a waiver of lien, release or receipt.

The certificate of subcontractors should show the amount due if any. Then the owner should retain from the amount due or to become due to the principal contractor, sums sufficient to pay all demands and pay them. Payments so made are considered the same as paid to the original contractor and the owner is released from liability to the extent of payments made. In common practice, this provision of the law, direct to owner payment, is not followed in the construction industry.

There are standard published forms for affidavits and waivers. Until the statements are made and furnished in the manner and forms provided, the contractor has no right of lien against the owner, nor does the subcontractor have a right of lien action against the owner. Any payments made by the owner before such statements are furnished or without retaining sufficient money to pay the amounts shown are illegal and are made in violation of the rights of the person intended to be benefited by sections 1311.01-24 and the rights of such subcontractors, laborers, and materialmen to lien are not affected.

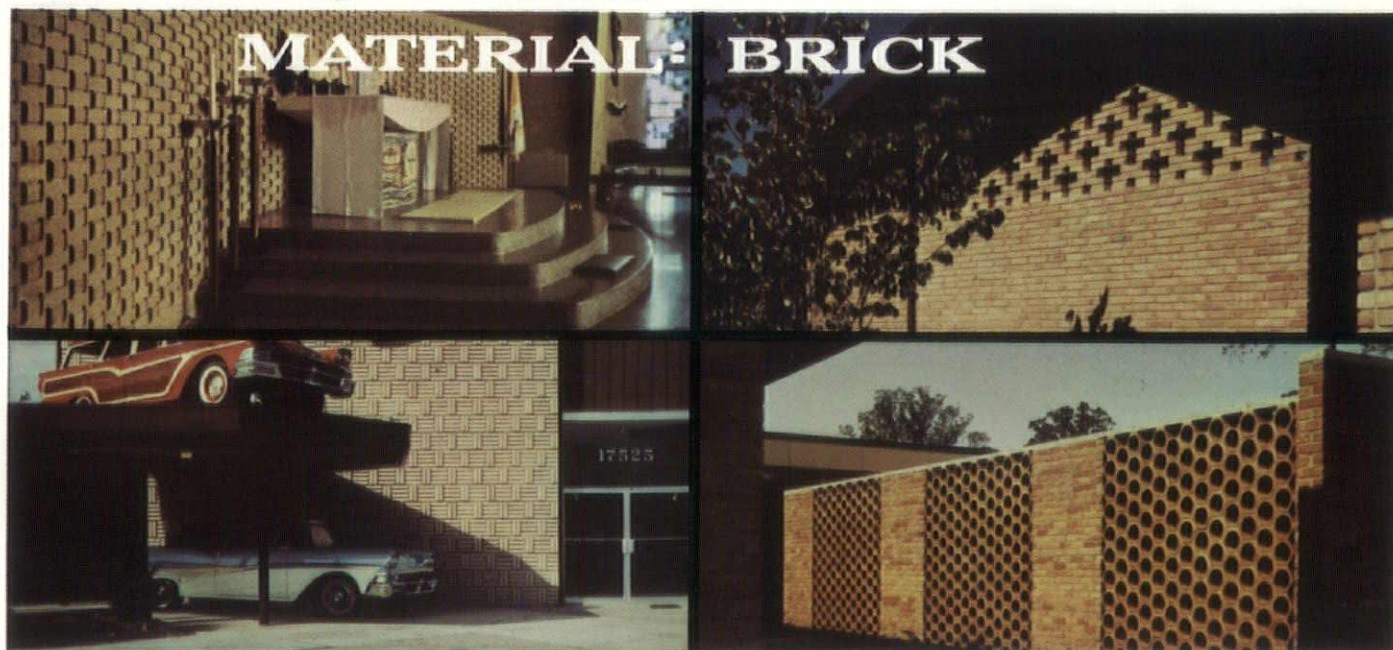
After 60 days the lien period is expired, then no lien can exist. The failure of the contractor to furnish affidavit does not act as a bar or defense of action or suit to collect the claim. The owner may demand an affidavit



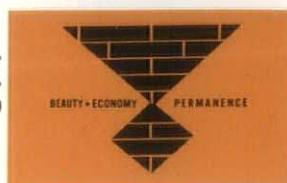
SUBJECT

ESTHETICS: TEXTURE

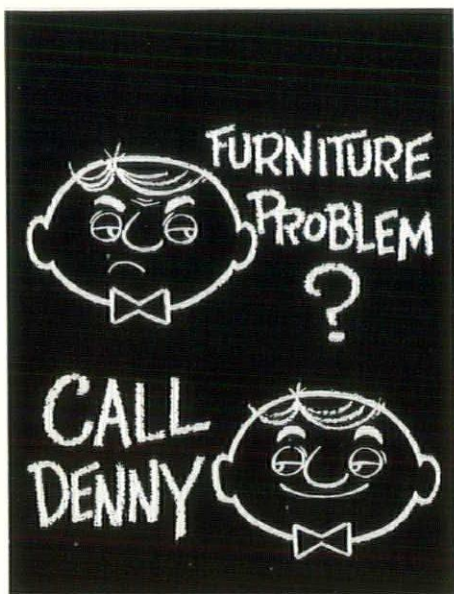
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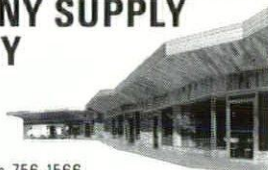


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at any time during the progress of the work. If not provided, the contractor is liable to a fine of \$100.00 plus all actual damages.

1311.05. This sub-section provides that a subcontractor or materialman may file notice if he is omitted from the sworn statements. The section further provides that the owner is not liable for an amount greater than the amount of the original contract and he may offset any damages. The risk, however, is with the owner, if he makes payments after he has received notice. No payment made to a contractor defeats the right of lien before 60 days. The balance of the section defines and sets forth the remaining provisions of the code.

What does this mean to the architect?

Some questions may be immediately asked.

Can a lien prevent occupancy? How is the expiration of the lien period determined?

Can a subcontractor maintain his right of lien by having one of his workmen stop and perform some token job on a project?

Can a lien be filed against a branch of the government — municipal, county or state?

The Revised Code (date of adoption and effect, October, 1958) covers the duties and obligations of the owner and the contractor. In the A.I.A. Documents, the architect is defined as the agent of the owner. The A.I.A. Documents say that evidence satisfactory to the Architect must be presented before payments are made. His duties are described in his agreement and are accepted by custom and practice. The tendency in these times, in case of trouble, is for legal actions to name everyone who is in any way connected with a project. The architect may thus become enmeshed in these problems. Architects are not lawyers and, therefore, the first and most important advice that may be given is that each architect should consult his attorney and receive his advice on the proper course of conduct.

Second, he should state in his specifications (for projects in Ohio) that all payments will be made in accordance with Section 1311 of the Ohio Revised Code. Third, most architectural agreements provide that the owner furnish all necessary legal services. The architect is entitled to these services. He should forward drafts of the documents, particularly specifications to the owner and recommend that they be reviewed by the owner's counsel. He should further request that the owner give his approval. The architect should recommend that the owner's attorney

draw up construction contracts or in the case of standard forms give approval. As always judgment should be used. Frequently, in the case of established clients, the formalities can be waived and a memorandum of understanding sent when all documents are complete. The architect, however, should always be sure that there is a complete review and understanding.

The final recommendation is that the architects should give far more publicity to the protections that labor, subcontractors, and materialmen have when they are working under the direction of an architect. A study of problems involving liens shows a surprisingly similar pattern. Under today's conditions most labor is paid promptly. The non-payments involve subcontractors and materialmen. What occurs is as follows:

The contractor is involved in a number of jobs, some not under architectural supervision. The contractor receives payments on the architect-directed jobs but not on the others. He pays his suppliers without identifying the payment. Suddenly the supplier realizes that he has over-extended credit. If the lien rights are expired on some jobs then he seeks action on those jobs where they still exist. This may involve the architect's job. All subcontractors and materialmen should check the provisions of the contract documents with reference to payment. They should insist on being paid in accordance with the documents and that the contractor identify all payments. Finally, if they are not paid they should promptly notify the architect. This may aggravate the contractor but it will get action. Occasionally liens may occur due to a dispute between a subcontractor or supplier and the contractor. The architect should use his powers under the documents to resolve this condition.

The construction industry is intensely competitive. No one can afford to lose money because of bad debts, particularly when the laws provide protection. The architects and all members of the industry can work together and eliminate the loss. Effective action on the part of the architect will enhance his professional stature.

In summary, the architect should have a clear understanding of the lien laws gained by discussion with his attorney. He should advise the owner of his understanding and receive the procedure to follow from the owner's attorney. He should not approve payments unless the requirements of the lien law are met, the owner's instructions followed or unless his certificate of approval is accompanied by a statement placing upon the owner responsibility for compliance.

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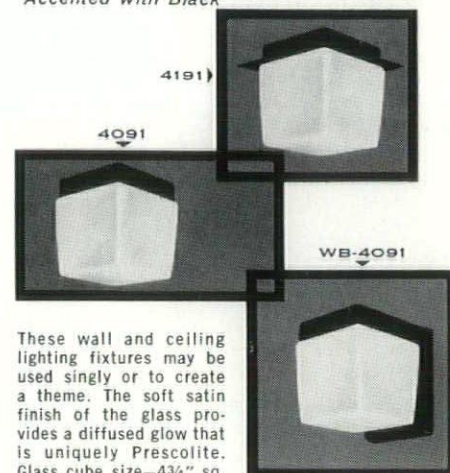
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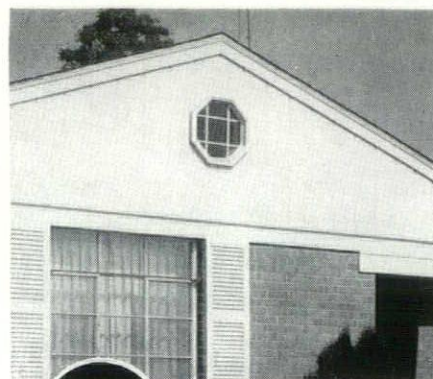


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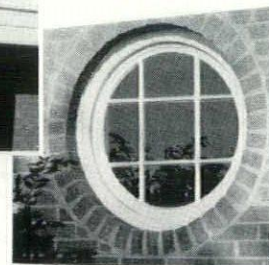
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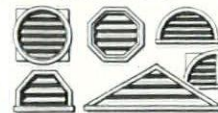
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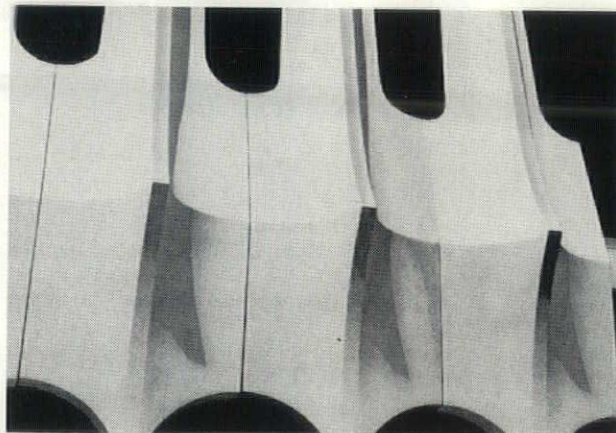
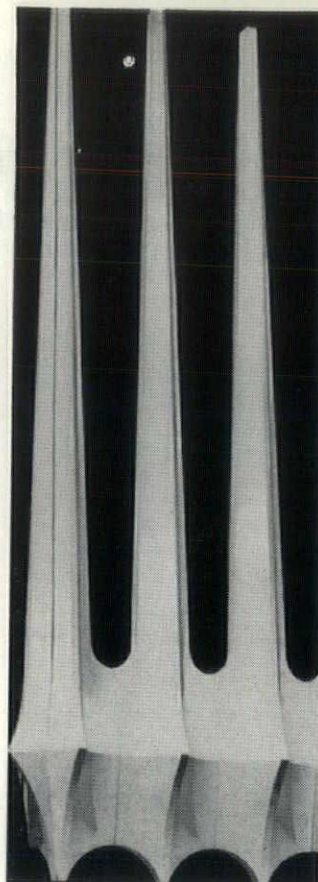
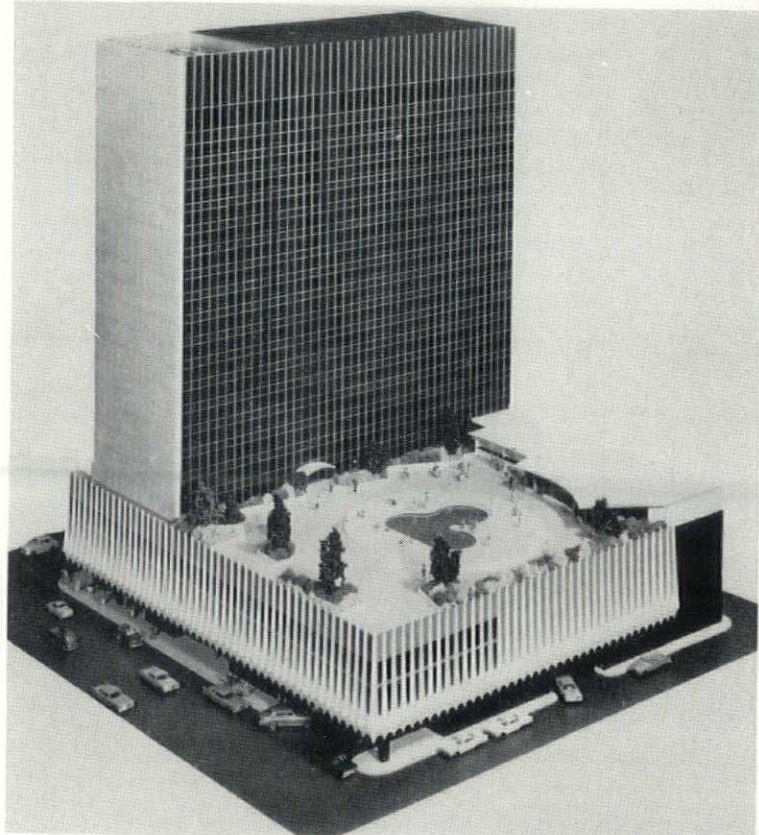
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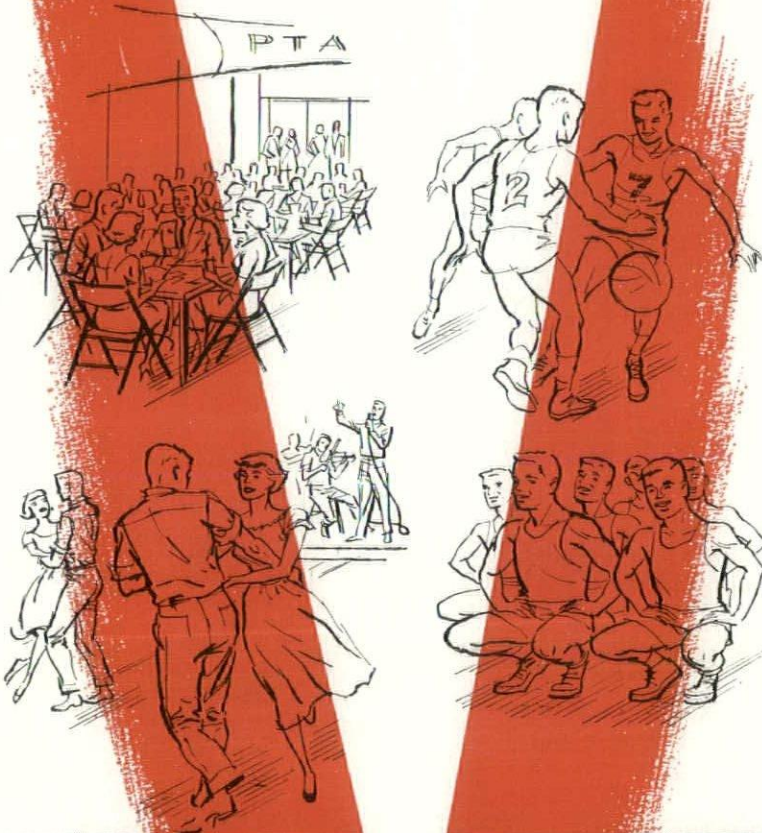
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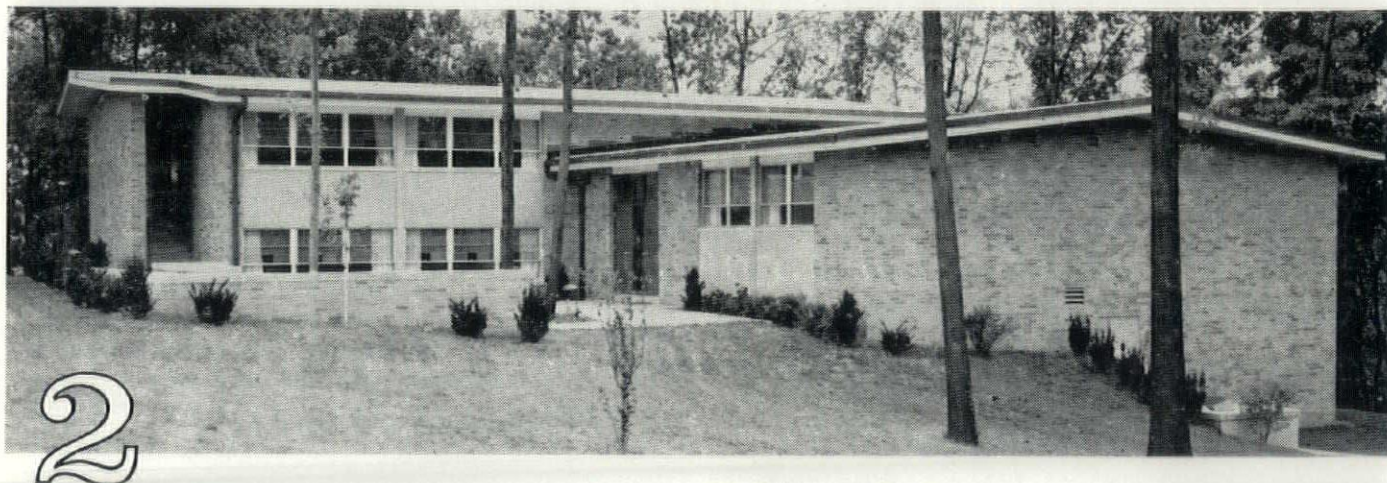
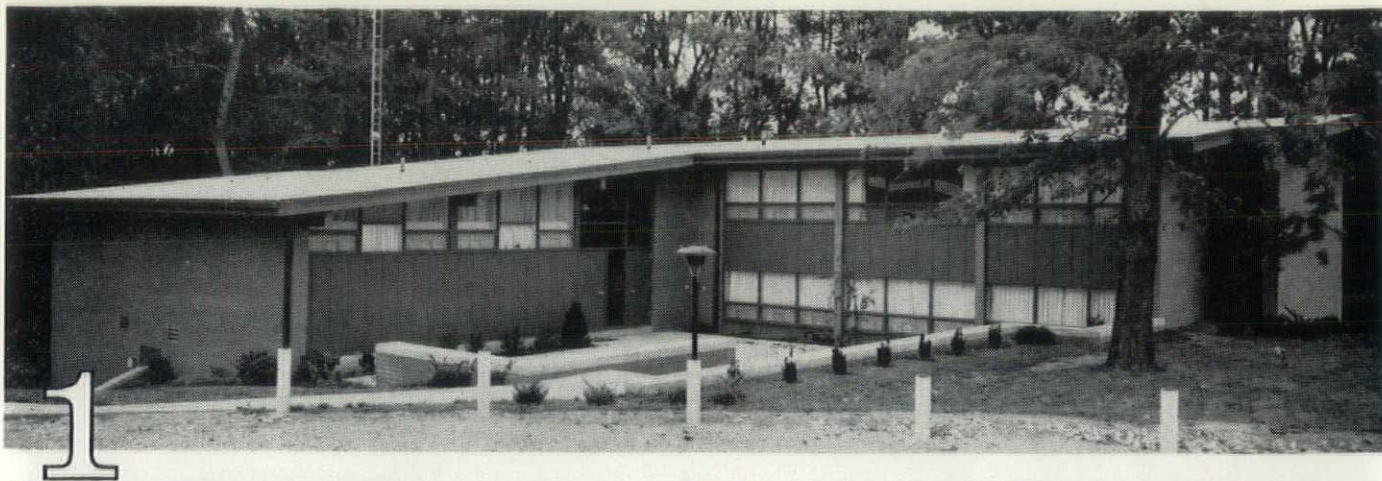


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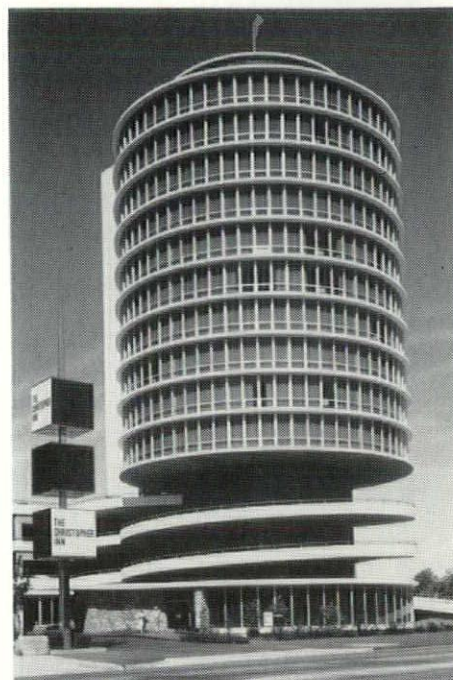


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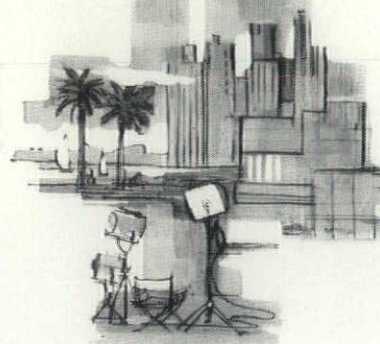
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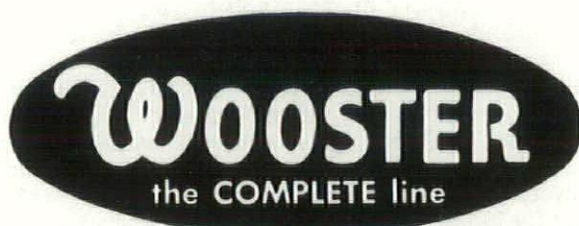


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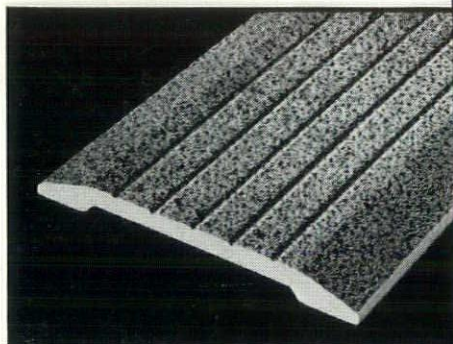
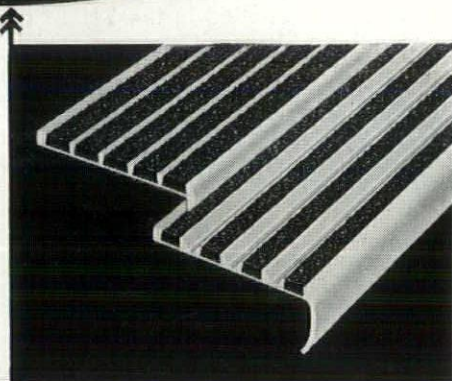
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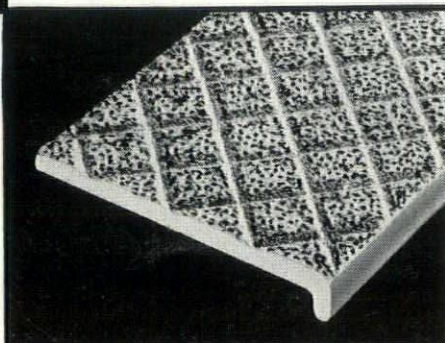
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