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Board of Trustees Meeting Minutes 1915-08-16

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Minutes of the meeting of the Board of Trustees of the Bowling Green State Normal College, held at the Dormitory Building, Bowling Green, Ohio, on Monday, August 16th, 1915 at one o'clock, P.M.

Members present: President John Begg, Treasurer J.D. McDonel, Secretary J.E. Shatzel.

Absent: Vice President J.B. Collins and Wm. B. Guitteau.

President H.B. Williams was present.

President John Begg presided.

Minutes of the two previous meetings were read and approved.

Under reports of officers Secretary Shatzel reported the collection of $20.20 rent for the Deffenbaugh property to July 22, 1915, and reports also that same had been remitted to Treasurer J.D. McDonel.

President Williams also reported with respect to the matter of safeguarding the gymnasium floor by waterproofing the walls and putting in drain tile and was granted further time to make a full report with respect to this work, by unanimous vote of the Board.

President Williams also reported with respect to the matter of allowing an extension of time to Fitzpatrick & Hoepfner, contractors on the power plant, which was as follows, to-wit:-

Fitzpatrick & Hoepfner
Contractors
Columbus, Ohio, July 30, 1915.

Gentlemen:-

With reference to our contract with you for Power House, Tunnel System, etc for Bowling Green State Normal College, we desire to call your attention to the numerous delays in this work which have been caused largely by the wet weather of this year, and to apply for such extension of the time mentioned in our contract, as will be necessary for us to complete the work.

We believe that you will agree that we have executed the work under our contract with all possible speed. Practically all of the material has been delivered weeks before it could be used, and we have used all the men that could be worked, on each day which it was possible for them to work. In a great many instances, we have let them work for such portions of wet and stormy days as they could in order that the work might go forward. However, the continued and frequent rains have not only stopped the work on a great many occasions, but have effectively delayed it on the days following because of the mud, etc. We trust therefore, that the above application will receive your favorable consideration.

In considering this matter, we believe you will remember that the time for completion mentioned in the contract was shorter by thirty days than we had agreed upon previously.

Awaiting your reply, we are,
Yours very respectfully,
Fitzpatrick & Hoepfner.
Per A.E. Kräck

Moved by McDonel and seconded by Shatzel that the matter of granting an extension of time to Fitzpatrick & Hoepfner be referred to Howard & Merriam, Architects, for investigation as to the number of days, by reason of inclement weather, said contractors were unable to prosecute their work, and make report to the Board. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

President Williams presented the following claims for allowance, to-wit:-

1914 Appropriations.

A. Froncy & Co., Bowling Green, Ohio.
Equipment Blankets $341.25
A. Froncy & Co., Bowling Green, Ohio.
Equipment Rugs for Dormitory 553.40
A. Froncy & Co., Bowling Green, Ohio.
Equipment Pillows 183.75
A. Proney & Co., Bowling Green, Ohio.
   Equipment
   Couch Covers $315.00

A. Proney & Co., Bowling Green, Ohio.
   Equipment
   Table Linen 286.00

E.W.A Rowles, Chicago, Ill.
   Equipment
   Pencils, rulers, etc. 5.42

The Born Steel Range Co., Cleveland, Ohio.
   Equipment
   Kitchen equipment 1522.00

Remington Typewriter Co., 324 Haron st., Toledo, Ohio.
   Equipment
   3 Typewriters 157.50

The H.R.T. Radcliffe Co., Toledo, Ohio.
   Equipment
   Completion Administration Building - Estimate 1200.00

P.A. Keil Lumber Co., Bowling Green, Ohio.
   Equipment
   Screens for Dormitory 224.65

E.G Doane, Bowling Green, Ohio.
   Appropriation for Agriculture, etc. 2 Standard Sewing Machines 50.00

Short Budget Appropriations.

Dr. Charles H. Judd, Chicago, Ill.
   Personal Service
   Commencement Address 100.00

Gross & Tracy Photo Supply Co., 412 Summit st., Toledo, Ohio.
   Equipment
   Films (Beattie) 7.20

D.C. VanNostrand, Postmaster, Bowling Green, Ohio.
   Equipment
   Stamped Envelopes 102.50

The Buckeye Engraving Co., Toledo, Ohio.
   Equipment
   Combination Cut and Vortise 3.32

   Equipment
   Specimens for Biology Department 96.40

The Steine Construction Co., Bowling Green, Ohio.
   Equipment
   Fitting and Putting Screens on Dormitory 94.00

   Equipment
   Lantern Slides (Ind. Arts) 23.75

Ladd & Adams, Bowling Green, Ohio.
   Equipment
   Rent of one Piano 25.00

Fred Cook, Bowling Green, Ohio.
   Equipment
   Freight and Drayage 12.23

F.A. Keil Lumber Co., Bowling Green, Ohio.
   Equipment
   Screens and Hardware for Dormitory 32.00

F.A. Keil Lumber Co., Bowling Green, Ohio.
   Equipment
   Screens for President's Home 64.50

Sentinel-Tribune, Bowling Green, Ohio.
   Equipment
   Emergency Printing 11.50

1915-1916 Appropriations.

B.L. Leoma, Bowling Green, Ohio.
   Corn 14.23

The Royal & Coon Grain Co., Bowling Green, Ohio.
   Corn and Bran 12.45

Gross & Tracy Photo Supply Co., Toledo, Ohio.
   Carbons 2.63

J.E. Shatzel, Bowling Green, Ohio.
   Board of Trustees Expense account 20.63

Motion carried. Moved by McDonel and seconded by Shatzel that the above claims be allowed and paid from the funds respectively provided therefor. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

The Secretary presented and read the following certificate No. 212 issued by the Department of Plumbing Inspection of the Ohio State Board of Health, with respect to the work Huffman-Conklin Company, of Columbus, Ohio, did in the Administration Building of the Bowling Green State Normal College.

Moved by McDonel and seconded by Shatzel that said Certificate be made a matter of record.

Motion declared carried.

Said Certificate reads as follows, to-wit:-

No. 212

OHI0 STATE BOARD OF HEALTH.

Department of Plumbing Inspection.

This is to certify, that the Plumbing installed in this Administration Building located at the State Normal School, City of Bowling Green, Wood County, State of Ohio, is constructed in accordance with the provisions of the law relating there to, and has been inspected and approved.

This Certificate shall remain good and in force from and after the 6th. day of August, 1915. Subject, however, to be revoked by the Ohio State Board of Health for the violation of any of the provisions of an act "To create the office of State Inspector of Plumbing", (O.L. vol.101, p. 395), or for the violation of any of its rules and regulations governing the construction of plumbing.

The State Inspector of Plumbing shall be notified of all changes or alterations that may be made after the issuing of this certificate.

In witness whereof we have hereunto set our hands and affixed the seal of the State Board of Health of Ohio, this 10th. day of August, 1915.

Wm. C. Greeniger
State Inspector of Plumbing.

By order of the Board
E.F. McCampbell
Secretary.

Secretary Shatzel presented and read the opinion of the Attorney General of Ohio with respect to the proposed contract between the Board of Trustees and The Lake Erie, Bowling Green & Napoleon Railway Company, known as the Lighting and Power Contract, said opinion is as follows, to-wit:

STATE OF OHIO.
Office of the Attorney General.
Columbus.

O P I N I O N.
Honorable J.E. Shatzel,
Secretary Board of Trustees
Bowling Green State Normal College.
Bowling Green, Ohio.

Dear Sir:

I return herewith the draft of the proposed contract between the Board of Trustees of the Bowling Green State Normal College and The Lake Erie, Bowling Green and Napoleon Railway Company for electric light and power, together with a certified copy of the order of Judge Killits, of the "District Court of the United States for the Northern District of Ohio, Western Division, authorizing the receiver of the railway company to enter into the contract and ordering that in case the receivership is terminated prior to the termination of the contract, the purchaser of the power house and lighting plant now in charge of the receiver shall be required to fulfill the contract as fully as the receiver would had he remained in control of the property.

The contract is very well drawn indeed, and I hereby approve its form. There is, however, one contingency that is not provided against and, though it be a remote one, in my judgment it should be provided against in the contract. The eighth article of agreement provides generally that upon the termination of the contract the board of trustees of the Normal College shall have the option to purchase the property of the receiver furnished in accordance with certain other articles of agreement, at the fair replacement value thereof, which is to be ascertained in case the parties cannot agree upon it by arbitrators, one of whom shall be appointed by each party and the third of whom shall be selected by the two thus appointed. If these arbitrators are to receive compensation, then a method of paying their compensation should be provided in the contract; otherwise some question may arise with respect to this detail.

Respectfully,
Edward C. Turner,
Attorney General.

Moved by McDonel and seconded by Shatzel that the Secretary procure the amendment suggested by the Attorney General and have the corrected contract ready for approval at the next meeting of this Board. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

Mr. Howard, of the firm of Howard & Herriman, again suggested the reduction of the indemnifying bond given under a former order of the Board of Trustees, from $5000.00 to $2000.00 and presented his bond in the words and figures following, to-wit:-
STIPULATION.

STIPULATED by O.D. Howard and F.J. Herriam, both of Columbus, Ohio, partners doing business under the firm name and style of Howard & Herriam, Principal, and American Surety Company of New York, of No. 100 Broadway, New York City, New York, Surety, and the State of Ohio, and the Board of Trustees of the Bowling Green State Normal College of the State of Ohio, Obligee on that certain bond or undertaking dated the 15th day of May, 1914, in the sum of Five Thousand ($5000) Dollars, conditioned under the performance of certain written contracts, between said Principal and said Obligee for the preparation and furnishing by said Principal to said Obligee of drawings and specifications for certain buildings and a tunnel for the Bowling Green State Normal College, situated at Bowling Green, Ohio, and for supervising the construction of said buildings and tunnel, said contracts being more particularly described and designated as follows:

Contract dated July 17, 1911 for the Administration Building.
Contract dated May 13, 1913 for the Woman’s Dormitory Building.
Contract dated August 9, 1913 for the Science Building, Power House and Tunnel for heating, gas and water pipes, Sewerage system, Boilers, etc.

First: That the suretyship heretofore existing under the above described bond is hereby continued in the amount of Two Thousand ($2000) Dollars and no more, from the 15th day of May, 1915.
Second: That the time for the completion of said contracts be and is hereby extended to and including the 15th day of June, 1916.
Third: That the second express condition of said bond be and hereby is amended so as to read as follows:

"That no claim, suit or action by reason of any default shall be brought against the Principal or Surety after the 15th day of June, 1916, nor shall recovery be had for damages accruing after that date; that service of writ or process commencing any such suit, or action shall be made on or before such date; that the Principal shall be made a part to any such suit or action, and be served with process commencing the same if the Principal can with reasonable diligence be found; that no judgment shall be rendered against the Surety in excess of the penal sum of Two Thousand ($2000) Dollars."

Signed and Sealed this 11th day of August, 1915.

HOWARD & FERRIAM

By O.D. Howard

Attest:

E.C. Morris

Resident Asst. Secretary.

(Executed in Duplicate)

AMERICAN SURETY COMPANY OF NEW YORK

By Phil S. Bradford

Resident Vice President.

STATE OF OHIO & BOARD OF TRUSTEES OF THE

BOWLING GREEN STATE NORMAL COLLEGE

By J.E. Shatzel, Secretary.

Moved by McDonel and seconded by Shatzel that the bond of Howard & Herriam, Architects, be reduced in amount from $5000 to $2000 and that the above bond, presented by Mr. Howard, be approved and accepted in lieu of the former bond of $5000 from and after the date of bond, August 11th, 1915. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

The Secretary read the claims presented by Nelson R. Swan for work done by him and others on College grounds. Said claims not being in proper form were referred, by unanimous vote, to President Williams and Secretary Shatzel for proper presentation, after conference with Mr. Swan concerning the same.

Mr. J.L. Hill presented the following bid for weather stripping the doors and windows of the Woman’s Dormitory and the following proposal in writing, to-wit:-

Bowling Green, Ohio, Aug. 16, 1915.

F.A. Wentz

John L. Hill

Moved by McDonel and seconded by Shatzel that said proposal be referred to Howard & Herriam, Architects, for their consideration, along with other bids for this work and that said Architects submit at the next meeting of this Board their recommendation to cover this work. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

Mr. Howard, of the firm of Howard & Herriam, Architects, reported that he had not been able as yet to prepare the plans for the Teacher’s Training School due to the fact that he had not
been able to go over the matter in detail with President Williams and, by unanimous vote of the Board, the Architects were given further time for the preparation and presentation of said plans.

Wm. E. James, City Solicitor, addressed the Board with respect to three matters:

First:—With respect to paving Ridge Street along the north line of the College property.

Second:—With respect to the disposition of the streets and alleys lying within the limits of the College grounds.

Third:—With respect to contribution toward the expense of the sewer which was built by the City in the College grounds.

Moved by McDonel and seconded by Shatzel that the matters suggested be referred to President Williams and Secretary Shatzel for the purpose of ascertaining what can and should be done with respect to these matters. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

F. L. Case representing the City Water Company addressed the Board with respect to laying water lines along Wayne street and intersecting the tunnel; also with reference to water connections on the college grounds.

Moved by McDonel and seconded by Shatzel that the City Water Company shall be requested to lay its water line under the tunnel crossing Wayne street and the Board shall pay to the City Water Company the extra expense of so laying its pipe and that the matter of placing hydrants and making connections shall be agreed upon between the City Water Company and Mr. Swan, and furthermore, in case said Wayne street is vacated by the city and becomes a part of the College property, the right of the City Water Company to maintain its water line where it is now being placed on Wayne street shall not be questioned and that it may be assumed and taken for granted that the Board consents to such occupation. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

The Secretary was directed to get the consent of the City Council to cross Wayne street with the tunnel. All voting aye.

Moved by Shatzel and seconded by McDonel that the meeting adjourn to meet Saturday, August 28, 1915, at one o'clock P.M. at Bowling Green, Ohio. Voting Aye: Begg, McDonel, Shatzel. Nays, none.

Motion declared carried.

Meeting adjourned.