Board of Trustees Meeting Minutes 1915-11-04

Bowling Green State University

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Moved by Shatzel and seconded by Ganz that President Williams and Treasurer McDonel personally consult the proper officials at Columbus to ascertain whether or not these funds might be available for the necessary expenses on the Normal College property. Voting Aye: Collins, McDonel, Ganz, Shatzel. Nays, none.

Notion declared carried.

The Superintendent of buildings and grounds filed the following account, to-wit:-

R.W. Treber in account with the Trustees of B.G. Normal School.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1915</td>
<td>To am't. to Bal.</td>
<td>$20.00</td>
</tr>
<tr>
<td>1915</td>
<td>To am't. to Bal.</td>
<td>$20.00</td>
</tr>
<tr>
<td>1915</td>
<td>By Check to McDonel</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

Treasurer McDonel reported the receipt by him of above amount.

The Secretary read the opinion of the Attorney General of Ohio with respect to liens on public buildings which is as follows, to-wit:-

STATE OF OHIO
Office of the Attorney General.
COLUMBUS.

Hon. J.H. Shatzel,
Sec'y. Board of Trustees, Bowling
Green State Normal College,
Bowling Green, Ohio.

Dear Sir:

Under date of Oct. 9, 1915, you inquire as follows:

"By direction of our Board of Trustees
I am writing you to get authentic inform-
ation upon a point not clear to me.

The general contractor is about through
with his work on the Administration building
and dormitory and the question is: Should we
require him to file a statement of all he
owes for labor and material used on these
buildings before we allow his final estimates?

Are we under any obligation to protect cred-
itors?"

I know of no provisions of law that require a statement from
contractors and subcontractors other than the act found in 103 O.L.
369 entitled:

AN ACT
To create a lien in favor of contractors,
subcontractors, laborers and material men,*
and the amendments thereto in 106 O.L. 522.

In an opinion rendered by my predecessor, Honorable Timothy S.
Hogan, August 25th, 1913, to Honorable Byron L. Bargar, Secretary of the
Ohio State Armory Board, Volume 1, Attorney General's Report for 1913,
page 515, it was held, referring to the act found in 103 O.L. 369, as
follows:

"An examination of this legislation as to
mechanics' liens enacted at the last session
of the legislature discloses that no provisions
were made therein with reference to liens on
public buildings or improvements of any kind,
or against public funds that may become due and
payable on account of their erection or construc-
tion. Sections 8324 and 8325, General Code, still
stand as the sole authority for liens or claims
against public funds on account of material or
labor furnished in the erection or construction
of public buildings or improvements. As before
noted, these sections have no application to
buildings or improvements erected or constructed
by the state, *****"

I concur in Mr. Hogan's opinion and therefore answer your inquiry
in the negative. In so answering I am fully cognizant of the provision con-
tained in the uniform blank for state contracts, as follows:

"If at any time there should be any evidence
of any lien or claim for which, if established,
the owner of said premises might become liable
and which is chargeable to the contractor, the
owner shall have the right to retain out of any
payment then due or thereafter to become due, an
amount sufficient to completely indemnify him
against such claim or lien. Should there prove
to be any such claim after all payments are made,
the contractor shall refund to the owner all
monies that the latter may be compelled to pay in
discharging any lien on said premises made obliga-
tory in consequence of the contractor's default."

There can be no lien obtained by contractors or subcontractors on
state buildings. Consequently, there is no duty devolving upon a department
Proceedings, Trustees Bowling Green Normal College, Bowling Green, Ohio, Nov. 4.

or institution erecting a state building to retain any moneys from the contractor in anticipation of a lien on the premises in question.

Respectfully,
Edward C. Turner
Attorney General.

Moved by McDonel and seconded by Ganz that said opinion be entered on the minutes of this Board. Voting Aye: Collins, McDonel, Ganz, Shatzel. Nays, none.

Motion declared carried.

The Secretary read a letter from Howard & Verriam, Architects, to The Steinle Construction Company, in regard to the recess doors in the connecting corridor between the Administration building and the Science and Agriculture building, which was as follows, to-wit:

The Steinle Construction Co.
Fremont, Ohio.

Gentlemen:
In going over the situation of the recess door in the connecting corridor would state that we would prefer not making any changes either in the door arrangement or the material in connection with same. Unless the Board instructs you otherwise kindly proceed with the installation of this door, as per detail on sheet 5/5 of the drawings.

Very truly yours,
Howard & Verriam, Architects.

Copy to:
J.E. Shatzel,
Bowling Green, Ohio.

Moved by McDonel and seconded by Ganz that said opinion be entered on the minutes of this Board. Voting Aye: Collins, McDonel, Ganz, Shatzel. Nays, none.

Motion declared carried.

The Secretary presented and read a proposition from Fitzpatrick & Hoepfner for the construction of a manhole in the tunnel near the Dormitory, the same being as follows, to-wit:

Fitzpatrick & Hoepfner.
Bowling Green State Normal College.

Gentlemen:
We propose to furnish and install one 24" manhole, with ring and cover of proper size and depth required at the Dormitory Building, for the sum of FIFTY-THREE DOLLARS ($53.00).

This does not include any drain.

Yours truly,
Fitzpatrick & Hoepfner.

Copy to:
J.E. Shatzel,
Bowling Green, Ohio.

Moved by McDonel and seconded by Shatzel that this matter be referred to Howard & Verriam, Architects on the work, for such proceedings as are necessary and proper under the circumstances. Voting Aye: Collins, McDonel, Ganz, Shatzel. Nays, none.

Motion declared carried.

Estimate No. 10 in favor of the Steinle Construction Company for work done on the contract for the Science and Agriculture Building, amounting to $2916.50, duly certified by Howard & Verriam, Architects, was presented for allowance.

Moved by McDonel and seconded by Shatzel that the above estimate No. 10, in favor of the Steinle Construction Company be allowed on the recommendation of the Architects, and paid from the fund for "Building for Science and Agriculture". Voting Aye: Collins, McDonel, Shatzel. Nays, none.

Motion declared carried.

The claim of Howard & Verriam, Architects, for 2% of estimate No. 10 in favor of the Steinle Construction Company, amounting to $58.33, was presented for allowance.

Moved by McDonel and seconded by Shatzel that the above claim of Howard & Verriam, Architects, for $58.33, be allowed and paid from the fund for "Building for Science and Agriculture". Voting Aye: Collins, McDonel, Shatzel. Nays, none.

Motion declared carried.
Estimate No. 9 in favor of The Huffman-Conklin Company for work on contract for plumbing Building for Science and Agriculture, amounting to $1900.00, duly certified by Howard & Ferriam, Architects, was presented for allowance.

Moved by McDonel and seconded by Shatzel that the above estimate No. 9 for $1900.00, in favor of The Huffman-Conklin Company be allowed on the recommendation of the Architects and paid from the fund for "Building for Science and Agriculture". Voting Aye: Collins, McDonel, Shatzel. Nays, none.

Motion declared carried.

The claim of Howard & Ferriam, Architects, for 2% of estimate No. 9 issued to The Huffman-Conklin Company, amounting to $38.00 was presented for allowance.

Moved by McDonel and seconded by Shatzel that the above claim of Howard & Ferriam, Architects, for $38.00 be allowed and paid from the fund for "Building for Science and Agriculture". Voting Aye: Collins, McDonel, Shatzel. Nays, none.

Motion declared carried.

President Williams presented the following pay roll for the month ending Oct. 31st, 1915, to-wit:-

R.W. Treber Supt. Buildings & Grounds 1 mo. $75.00
Burton Griffith Clerk Stenographer 1 * 62.50
Donald Warner Janitor 1 * 50.00
Floyd South Farm Laborer 1 * 50.00
G.B. Lewis " 4 das. @ $.1 per day 1.00
C.C. Fortney Fireman 24 * @ $1.66 2/3 * 41.67
C.C. Fortney Engineer 21 * @ 2.50 a day 52.50
Amier Hopkins Asst. Engineer 10 * @ 2.00 a " 20.00

Moved by McDonel and seconded by Shatzel that the above pay roll be allowed and paid from the funds respectively provided therefor, designation of fund to be make by President Williams. Voting Aye: Collins, McDonel, Shatzel. Nays, none.

Motion declared carried.

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

1914 Appropriations
Ohio State Reformatory, Mansfield, Ohio.
Equipment. $96.00
W.J. Hamler & Sons, Toledo, Ohio.
Equipment. Balance on Vent louvres 67.00
The Toledo Mantle & Tile Co., Toledo, Ohio.
Equipment. Balance on mantels 70.00
W.J. Fitz-Henry, Plain City, Ohio. (Agent For G.&C. Ferriam Co.)
Equipment. Dictionaries 38.25
The Howard R.T. Radeliffe Co., Toledo, Ohio.
Completion Adm. Bldg. 3743.58 Second estimate - Decorat-
Uses & Purposes 252.42 ing Adm. building 1000.00
Fred Cook, Bowling Green, Ohio.
F-6 Transportation Cartage 6.75

Short Budget Appropriations
Ohio State Reformatory, Mansfield, Ohio. 300.00
C-5 Chemicals, etc. 38.66
C-8 Biology Supplies 93.93
Ohio State Reformatory, Mansfield, Ohio. 45.00
K-1 Office Furniture
Remington Typewriter Co., Toledo, Ohio.
E-1 Typewriters 100.00
E-8 Charts, mounts, etc. 372.74
Daudt Glass & Crocker Co., Toledo, Ohio.
E-8 Glassware, etc. 59.44
Ohio State Reformatory, Mansfield, Ohio. 165.00
E-8 Furniture
Proceedings, Trustees Bowling Green Normal College  
Bowling Green, Ohio, Nov. 4, 1915.

1915-16 Appropriations

- S.W. Failey, Bowling Green, Ohio.  
  Veterinary services  
  Cost: $6.50

- C. J. Davidson, Bowling Green, Ohio.  
  Coal  
  Cost: $377.32

- E. Jones, Bowling Green, Ohio.  
  Coal  
  Cost: $302.98

- Remington Typewriter Co., Toledo, Ohio.  
  Typewriter paper  
  Cost: $10.00

  Bucket class records  
  Cost: $6.30

- The Hankey Lumber Co., Bowling Green, Ohio.  
  Lumber  
  Cost: $57.95

- S. S. Dyce, Archbold, Ohio.  
  E-4  
  Chickens  
  Cost: $25.21

- Nelson R. Swan, Bowling Green, Ohio.  
  E-5  
  Balance on contract for furnishing labor and material used in completing 3 tennis courts  
  Cost: $115.17

  E-8  
  Basket Ball, Foot Ball, etc.  
  Cost: $27.50

- American Seating Co., Chicago, Ill.  
  E-6  
  Equipment for Mathematics Dept.  
  Cost: $73.06

- Scott, Foresman & Co., Chicago, Ill.  
  E-8  
  Elsin-Runkel Primers  
  Cost: $6.80

- Fred Cook, Bowling Green, Ohio.  
  F-6 Transportation Freight and cartage  
  Cost: $44.10

- J. R. Shatzel, Bowling Green, Ohio.  
  F-6 Board of Trustees Expense account  
  Cost: $12.50

- E. G. Walker, Bowling Green, Ohio.  
  F-6 Extension Teachers Expense account  
  Cost: $69.06

- E. G. Walker, Bowling Green, Ohio.  
  F-6 Extension Teachers Expense account  
  Cost: $91.27

- Rott. A. Cummins, Bowling Green, Ohio.  
  F-6 Extension Teachers Expense account  
  Cost: $43.06

- Rott. A. Cummins, Bowling Green, Ohio.  
  F-6 Extension Teachers Expense account  
  Cost: $18.00

- Rott. A. Cummins, Bowling Green, Ohio.  
  F-6 Extension Teachers Expense account  
  Cost: $18.05

- President H. E. Williams, Bowling Green, Ohio.  
  F-6 Expense account  
  Cost: $107.04

- Toledo Janitor Supply Co., Toledo, Ohio.  
  C-11 General plant supplies  
  Cost: $17.63

1916 Appropriations

- Heywood Bros. & Wakefield Co., Buffalo, N.Y.  
  Equipment. Balance on contract for school desks  
  Cost: $16.00

- Fred Pedart Mfg. Co., St. Louis, Mo.  
  Equipment Gymnasium apparatus.  
  Cost: $1175.00

- The Cleveland Seating Co., 230-38 Rose Bldg., Cleveland, Ohio.  
  Equipment School desks as per contract  
  Cost: $394.00

Short Budget Appropriation

- The Birkmayr-Rodimich-Showel Co., Toledo, Ohio.  
  E-8  
  Kitchen utensils  
  Cost: $64.62

Voted by McDonel and seconded by Shatzel that the above claims be allowed and paid from the funds respectively provided therefor, the designation to be made by President Williams. Voting

Aye: Collins, McDonel, Shatzel.  
Nays: none.

Motion declared carried.

President Williams presented the following pay roll for the month ending November 15th, 1915, for allowance, to-wit:

- H. E. Williams, President  
  1 month.  
  $316.66

- C. W. Beatie  
  Instructor  
  1  
  $222.22

- E. L. Mosely  
  1  
  $211.11

- J. R. Overman  
  1  
  $211.11

- L. L. Winslow  
  1  
  $188.88

- B. R. McCauley  
  1  
  $211.11

- J. E. Talbot  
  1  
  $200.00

- E. G. Hesser  
  1  
  $150.00

- Mary Chapin  
  1  
  $111.11

- Harriet B. Hayward  
  1  
  $111.11

- E. D. Walker  
  Extension Teacher  
  1  
  $200.00

- Rott. A. Cummins  
  Instructor  
  1  
  $222.22

- J. W. Zeller  
  1  
  $222.22

- W. E. Holt  
  1  
  $222.22

- F. G. Beyerman  
  1  
  $200.00

- C. J. Bierly  
  1  
  $222.22

- Marie Simpson  
  Librarian  
  1  
  $111.11

- Effie Alexander  
  Critic Teacher  
  1  
  $111.11

- Grace Poorbaugh  
  1  
  $111.11

- Lucy Veacham  
  1  
  $111.11
Meeting adjourned.