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Board of Trustees Meeting Minutes 1942-06-26

Bowling Green State University

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The Board of Trustees of the Bowling Green State University met on the above date with the following members present: E. E. Coriell, President; Dr. H. J. Johnston, Secretary; Minor Kershner, Treasurer; and J. J. Urschel. The President of the University was also present. Mr. Dudley White was unavoidably absent.

The minutes of the meeting held on June 9, 1942 were read and approved.

The plans and specifications prepared by the State Architect's Office for the hangar at the University Airport were presented to the Board. After some study of plans, Dr. Johnston moved that they be approved and as soon as the necessary priorities are secured from the Federal Government that the State Director of Public Works be authorized to advertise for bids on these approved hangars. Mr. Urschel seconded the motion. Voting yes: Coriell, Johnston, Kershner, Urschel. Motion carried.

The following contract with Ray B. Vaughan for the operation of flight training courses in collaboration with the programs of the United States Government, was presented to the Board and studied:

**WORKING AGREEMENT FOR FLIGHT OPERATIONS**

**BOWLING GREEN STATE UNIVERSITY AIRPORT**

This agreement entered into this 1st day of July, 1942 between the Board of Trustees of Bowling Green State University hereinafter known as the party of the first part and Ray B. Vaughan hereinafter known as the party of the second part.

1. Party of the first part agrees to make available to the party of the second part Bowling Green State University Airport consisting of 120 acres of land, more or less, and such facilities as are hereinafter specified.

2. Party of the first part will make available to the party of the second part one series of multiple T hangars for the accommodation of four airplanes and a flight operations office.

3. Party of the first part agrees to furnish all office and classroom equipment necessary to handle University and Civilian Pilot Training Flight students.

4. Party of the first part further agrees to provide such minor safety measures which may be requested by the party of the second part, providing such requests are submitted to the party of the first part in writing; such as physical restriction of parking area, fire extinguishers, first aid equipment, etc.

5. Party of the second part agrees to carry property damage insurance which will be so written as to include protection for University-owned property from any damages, and liability insurance which will protect the University from any claims arising from injuries, or deaths resulting in any manner whatsoever, directly or indirectly, incidental to flight operations. The University, under no circumstances shall assume any responsibility whatsoever for equipment or supplies owned by the party of the second part or placed under supervision or care of the party of the second part.

6. Party of the second part agrees to provide adequate flight equipment and instructors to properly train University enrollees in flight training and/or Civilian Pilot Training students. Such enrollees and students must be given preference to instruction over any other student.

7. The party of the second part agrees to provide all heat and utilities incidental for the operation of flight instruction.

8. The party of the second part is to be given the privilege and assume all responsibility for the handling of gasoline, oil, supplies and services incidental to the proper and adequate operations of an airport and participate solely in the net revenues derived therefrom.

9. No alterations or changes are to be made by the party of the second part in the field, structures or equipment owned by the party of the first part unless such permission should be given in writing by said party of the first part.

10. The party of the second part agrees to comply with all Civil Aeronautics Authority and Civilian Pilot Training regulations now in effect or hereinafter to be made effective within the term of this contract, and any Federal authority superseding either of the above or a newly created bureau having jurisdiction over flight regulations.

11. The party of the first part agrees to give sole and exclusive use of said airport to party of the second part for flight training, instruction, ship rentals, passenger and charter flying, the filing of clearance, and arrival papers, plane service and hangar rental.
12. The party of the first part reserves the right to cultivate any portion of the field excepting present established runways and shall receive all revenues from the harvesting of any and all crops produced thereon.

13. The party of the second part agrees to maintain any and all runways at all times to insure safe flight operations.

14. The party of the second part agrees to provide watchmen and any other protective devices required by Civil Aeronautics Authority and/or Civilian Pilot Training.

15. The party of the second part further agrees to provide without cost to the party of the first part Ground School Instruction in "General Service and Operations"; and "Care of Aircraft" and any other Ground School Instruction subsequently required by Civil Aeronautics Authority and/or Civilian Pilot Training for which the operator or his instructors are qualified to teach.

16. No air show or other types of exhibitions shall be conducted by the party of the second part except upon written consent of the party of the first part on a basis mutually agreed upon. The party of the first part, under no circumstances, shall assume any financial responsibility in the event of a loss arising from said air shows or exhibitions.

17. The party of the first part, under no circumstances, will be responsible for any debts whatsoever incurred in the name of the University by the party of the second part.

18. In consideration of the above, the party of the second part agrees to compensate party of the first part at the rate of $20.00 per month payable in advance the first day of each calendar month. Said rental to be based on ten Civilian Pilot Training enrollees for each instruction period. If the University quota should, during the term of this contract, be increased, the party of the second part will increase the rental cost for such period of time as such increase is effective at the rate of $10.00 per month for each additional quota of ten students.

19. At the expiration of the term of this contract the party of the first part agrees to tender an option for renewal of a similar contract for a period of one year upon terms and conditions then agreed upon.

20. This contract to be effective the first day of July, 1942 and shall remain in force until the first day of July, 1943. The failure of either party to fulfill his obligations as set forth above, shall automatically terminate the contract.

IN WITNESS WHEREOF we have hereunto set our hand and seal this first day of July, 1942.

(Signed) E. E. Coriell
Board of Trustees
For - Bowling Green State University

(Signed) Ray B. Vaughan

Witnesses:

(Signed) F. J. Prout
(Signed) E. J. Kreischer

Moved by Kershner and seconded by Johnston that this contract be approved. Voting yes: Coriell, Johnston, Kershner, Urschel. Motion carried.

There being no further business the Board adjourned.

Attest:

President

Secretary