9-11-1959

Board of Trustees Meeting Minutes 1959-09-11

Bowling Green State University
The Board of Trustees met at 2:00 p.m., Friday, September 11, 1959, the following members being present: E. T. Rodgers, President; Carl H. Schwy; Vice President; Alva W. Bachman, Secretary; J. C. Donnell II; John F. Ernsthausen.

The minutes of the meeting of May 9, 1959, were approved.

Members of the Board noted with pleasure the reappointment by Governor Michael V. DiSalle of Alva W. Bachman for a five-year term ending May 16, 1964.

The Board of Trustees then proceeded with the election of officers to serve during the year 1959-60 and until their successors are elected and installed.

It was moved by Mr. Donnell, seconded by Mr. Ernsthausen, that the incumbent officers of the Board of Trustees be re-elected for the year 1959-60. By unanimous vote the officers of the Board were re-elected, as follows: E. T. Rodgers, President; Carl H. Schwy, Vice President; Alva W. Bachman, Secretary.

It was moved by Mr. Bachman, seconded by Mr. Schwy, that the building presently known as the Practical Arts Building be renamed Hayes Hall in honor of President Rutherford B. Hayes and his wife, Lucy Webb Hayes, a plaque to be placed in the building indicating this fact. The motion carried, the following members voting "aye": Bachman; Donnell; Ernsthausen; Rodgers; Schwy.

It was moved by Mr. Schwy, seconded by Mr. Bachman, that the building presently known as the Elementary School building be renamed Hayes Hall in honor of Mrs. Myrna Reese Hanna, a plaque to be placed in the building indicating this fact. The motion carried, the following members voting "aye": Bachman; Donnell; Ernsthausen; Rodgers; Schwy.

President McDonald reported that, upon the recommendation of Governor Michael V. DiSalle and the Capital Planning and Improvement Board of Ohio, the recent General Assembly made the following appropriations to Bowling Green State University for capital improvements to begin during the 1959-61 biennium:

1. $700.00: Inlots 2546 and 2550 in the City of Bowling Green.
2. $77,000: The Commission purchased on August 30, 1958, from Orville Mills the following property for a purchase price of $700.00: Inlots 2546 and 2550 in the City of Bowling Green.
3. The State Director of Public Works and the Sterling heirs for the acquisition of the Sterling Farm by the State of Ohio for the benefit of the University. The agreed price was $77,000. He also reported that the Bowling Green State University Housing Commission purchased on August 30, 1958, from Orville Mills the following property for a purchase price of $700.00: Inlots 2546 and 2550 in the City of Bowling Green.

kk
Attest:

E. T. Rodgers
President

Alva W. Bachman
Secretary
It was moved by Mr. Donnell, seconded by Mr. Ernsthausen, that the President of the University be authorized and directed, in cooperation with the State Director of Public Works, to take all steps necessary to retain architects and engineers, provide complete plans and specifications, receive construction bids, enter into contracts for construction, and engage in other actions incident to the planning, constructing, and equipping of the capital improvements authorized by the 1959 General Assembly of Ohio, within the availability of funds appropriated by the General Assembly for this purpose. The motion carried, the following members voting "aye": Bachman; Donnell; Ernsthausen; Rodgers; Schwyn.

It was moved by Mr. Bachman, seconded by Mr. Donnell, that

1. A local Auxiliary Facilities Construction and Equipment Fund be established for the purpose of financing the planning, construction, equipping, and maintaining of buildings and facilities for the University as authorized under the provisions of Section 3345.11 of the Revised Code of Ohio; that the unencumbered balance of monies held in the Incidental Fee Account as of June 30, 1959, be transferred to and become a part of said Fund; that, effective beginning July 1, 1959, that portion of the proceeds of the Incidental Fee earmarked by action of the Board of Trustees for local capital improvement purposes be deposited in and become a part of said Fund.

2. The President of the University be authorized and directed to take all steps necessary and incident to the planning and designing of a new stadium and necessary equipment, together with such additional athletic facilities and parking areas as may be considered desirable and adequate for the University; that such stadium and related facilities shall be designed in such manner that appropriate preplanned additions may be constructed at later dates to serve the future needs of the University.

3. That the entire cost of planning, constructing, and equipping the new stadium and related facilities be defrayed from monies available in the local Auxiliary Facilities Construction and Equipment Fund, without the use of any State-appropriated monies.

The motion carried, the following members voting "aye": Bachman; Donnell; Ernsthausen; Rodgers; Schwyn.

At this point Mr. Bachman indicated that it was necessary for him to leave the meeting. He stated that he was familiar with the remaining items on the agenda and that he wished to be recorded as being in favor of all of the recommendations presented by the University President on these matters as transmitted to the Board in the materials sent out before the meeting.

It was moved by Mr. Donnell, seconded by Mr. Ernsthausen, that the Board of Trustees approve and officially enter into the following supplementary sewer agreement with the City of Bowling Green; and that the President and Secretary of the Board of Trustees be authorized and directed to execute said supplementary agreement on behalf of the University and its Board of Trustees:

Supplemental Agreement

THIS SUPPLEMENTAL AGREEMENT made and entered into this twelfth day of September, 1959, by and between Bowling Green State University, acting by and through its Board of Trustees and the City of Bowling Green, Ohio, (herein respectively called the 'University' and 'City') and collectively called the 'Contracting Parties',

WITNESSETH THAT:

WHEREAS, the Contracting Parties, under date of February 17, 1959, duly entered into an Agreement (herein called the 'Original Agreement') providing for the construction and joint use of a main sewer system serving the University, regulator chamber and regulator mechanism, such facilities being more particularly described in Exhibits A and B appended thereto; and

WHEREAS, subsequent to the Original Agreement, the University acquired certain lands between Ridge Street and Poe Road immediately to the east of lands owned by the City over which a portion of the main sewer described in the Original Agreement was to be constructed; and

WHEREAS, the Contracting Parties have determined that it is desirable to shift the route of that portion of the main sewer between Ridge Street and Poe Road approximately forty (40) feet east of the location shown in Exhibit A appended to the Original Agreement so as to be located on the aforesaid lands recently acquired by the University; and

WHEREAS, the regulator chamber and the sewer connecting the chamber to the sewage treatment plant will now have to be constructed by the City on lands of the University; and

WHEREAS, the aforesaid minor changes in the location of these sewer improvements necessitate certain changes in the Original Agreement relative to the location of the sewer which will be accomplished by supplementing the Original Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto do mutually agree as follows:

Section 1. That the main sewer system described in Section 1 of the Original Agreement shall be constructed as provided therein except that the centerline of that portion thereof between Ridge Street and Poe Road shall be located twenty feet east of the east property line of Outlot 83 and the east property line of Outlot 83 extended.

Section 2. That the regulator chamber and regulator mechanism to be constructed by the City under Section 2 of the Original Agreement shall be located on the main sewer on University land approximately forty feet east of its originally proposed location.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Utilities, Tunnels and Services</td>
<td>$283,000</td>
</tr>
<tr>
<td>Addition to Fine Arts Building</td>
<td>$409,200</td>
</tr>
<tr>
<td>Administration Building</td>
<td>$1,250,000</td>
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<tr>
<td>Conversion of the Liberal Arts Building into a Speech Laboratory</td>
<td>$101,000</td>
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<tr>
<td>Sidewalks, Lights, and Landscaping</td>
<td>$35,000</td>
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<tr>
<td>Improvement of Existing Physical Plant--General Rehabilitation, Renovation and Repairs of the Physical Plant</td>
<td>$101,900</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$2,181,400</strong></td>
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Section 3. That subparagraph (c) of paragraph 4 of the Original Agreement shall read as follows:

   c. at Merry Avenue extended or Reed Avenue extended.

Section 4. That the following language shall be effective in lieu of paragraph 6 of the Original Agreement and the easement provided for therein will not be granted:

   a. As further partial consideration the University shall grant to the City a one hundred foot construction easement and a forty foot perpetual easement for the construction, maintenance, repair and replacement of a sewer to be connected to said main sewer system at the point of intersection of said sewer with Merry Avenue extended or Reed Avenue extended, all costs for the construction and connection of such connecting sewer and restoration of the site to be paid by the City.

   b. As further partial consideration, the University shall grant to the City a one hundred foot construction easement and a 40 foot perpetual easement for the construction, maintenance, repair, or replacement of a regulator chamber and an intercepting sewer as described by Exhibit "B" of said contract as hereinafore amended.

Section 5. That the perpetual right granted to the City by paragraph 7 of the Original Agreement to enter upon property of the University for the purpose of maintaining the main sewer shall be equally applicable to that part of the main sewer relocated on University land between Ridge Street and Poe Road and shall also apply to the City's maintenance of the regulator chamber, regulator mechanism and the sewer from the regulator chamber to the sewage treatment plant where located on University lands.

Section 6. That paragraph 9 of the Original Agreement shall read as follows:

9. The University shall, as further partial consideration for the aforesaid covenants of the City, grant to the City a one hundred foot construction easement and a forty foot perpetual easement over the most easterly portion of land now owned by the State of Ohio for the use of the University, between Wooster Street and Poe Road, for the construction, maintenance, repair or replacement of a sewer or sewers to be located within said perpetual easement at such place as the City shall determine; the easterly boundaries of said easements shall be the center line of Yount Road (also known as Mercer Road).

Section 7. That Exhibit "A" as attached to the original contract between the parties hereto, and made a part thereof to be amended to relocate the main trunk line sewer extending northerly from Ridge Street approximately forty (40) feet East and parallel to the location as originally set forth thereon.

Section 8. That Exhibit "B" as attached to the original contract between the parties hereto, and made a part thereof to be amended to relocate the regulator chamber indicated thereon approximately forty (40) feet East of the location as originally set forth thereon and to extend the interceptor sewer to said regulator chamber accordingly.

Section 9. Except as expressly or necessarily modified by the provisions of this Supplemental Agreement, the Original Agreement of February 17, 1959, is hereby ratified, confirmed and approved in all respects and said Agreement as supplemented hereby shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their proper officials thereunto duly authorized as of the day and year above written.

In the presence of:

Patricia Gangwer
E. J. Kreischer
D. T. McKnight
By
By
By
Bowling Green State University
City of Bowling Green, Ohio
By
By
By
E. T. Rodgers
Alva W. Bachman
Charles Yawberg
By
By
By
Leroy Monroe

The motion carried, the following members voting "aye": Donnell; Ernsthause; Rodgers; Schayn.

President McDonald presented to members of the Board for their consideration two resolutions prepared by Mr. Henry Crawford of Squire, Sanders, and Dempsey, bond counsel for the University, as follows: (1) Resolution providing for the issuance of $2,500,000 Dormitory Revenue Bonds of Bowling Green State University, Series 1959; and (2) a form of Parietal Rules Resolution related thereto. After considerable discussion it was agreed that action on these resolutions be deferred until a subsequent meeting of the Board.

It was moved by Mr. Donnell, seconded by Mr. Ernsthause, that the following resolutions prepared by Mr. Henry Crawford be adopted:

RESOLUTION, Providing for Interim Financing of Construction of the 1959 Dormitory Project

WHEREAS, the Federal Housing and Home Finance Agency has agreed to purchase Bowling Green State University Dormitory Revenue Bonds, Series 1959, in the amount of $2,500,000 for the construction of the 1959 Dormitory Project, consisting of a new residence center with housing capacity for 704 men students; and

WHEREAS, it may be necessary for the University to make payments on construction contracts for said Project before said Bonds have been delivered and money received therefor;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Bowling Green State University:
Section 1. That the Treasurer of the University be and he is hereby authorized to provide such interim financing, in an amount not to exceed $500,000, as may be necessary to cover interim costs and expenditures properly authorized and approved by the State Director of Public Works in connection with the construction of the 1959 Dormitory Project, the money for this purpose to be transferred from unencumbered cash accounts in the surplus revenue accounts for pledged dormitories, 1954 dormitories, and unpledged dormitories of the University.

Section 2. That the Treasurer of the University be authorized to arrange for interim financing of the construction of the 1959 Dormitory Project by borrowing from a bank or banks an amount or amounts not to exceed a total of $1,500,000 for a period not to exceed 18 months at an interest rate to be determined by the Treasurer of the University.

Section 3. That the Treasurer of the University be and he is hereby directed, upon receipt of funds for construction of the 1959 Dormitory Project through the delivery of Bowling Green State University Dormitory Revenue Bonds, Series 1959, to repay from the proceeds of said Bonds all monies advanced from the surplus revenue accounts of University dormitories or from any other funds of the University for interim financing of the construction of said Project; and to repay with interest all monies borrowed from a bank or banks selected for interim financing of construction of said 1959 Dormitory Project.

RESOLUTION, Providing for Financing of Equipment and Furnishings for the 1959 Dormitory Project

WHEREAS, under the policies of the Federal Housing and Home Finance Agency, money received from the sale of Dormitory Revenue Bonds to said Agency can be used only for construction and fixed equipment of the 1959 Dormitory Project, together with certain specified expenses related to the Project; and

WHEREAS, the fulfillment of the University's obligations under the provisions of the Loan Agreement with said Federal Housing and Home Finance Agency requires that the University finance directly all costs in connection with movable equipment and furnishings for said 1959 Dormitory Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Bowling Green State University:

Section 1. That the President of the University be authorized and directed to arrange for the purchase and installation of equipment and furnishings essential to the successful operation of said 1959 Dormitory Project.

Section 2. That the source of funds for equipping and furnishing said 1959 Dormitory Project be unencumbered cash in the surplus revenue accounts of pledged dormitories, 1954 dormitories, and unpledged dormitories of the University.

Section 3. That a special Equipment and Furnishings Account be established by the Treasurer of the University for the purpose of maintaining an account of monies received and expenditures made for equipping and furnishing said Project, separate and apart from the Construction Fund for said Project; that the Treasurer of the University transfer from the unencumbered cash assets of the dormitory surplus revenue accounts specified in Section 2 of this Resolution $250,000 and such additional funds as may be directed by the President of the University for purchasing and installing movable equipment and furnishings for the 1959 Dormitory Project.

The motion carried, the following members voting "aye": Donnell; Ernsthausen; Rodgers; Schwyn.

It was moved by Mr. Rodgers, seconded by Mr. Schwyn, that the title and status of Professor Emeritus be conferred upon Dr. Clare S. Martin, and that his name be listed in the University catalog with the other emeriti of the University. The motion carried, the following persons voting "aye": Donnell; Ernsthausen; Rodgers; Schwyn.

It was moved by Mr. Ernsthausen, seconded by Mr. Donnell, that the University personnel appointments and salaries for 1959-60 be approved and confirmed as transmitted to members of the Board by the President of the University.