

Minutes of the Meeting of the Executive Committee of the Board of Trustees of the University of Kentucky, Monday, May 3, 1937.

The Executive Committee of the Board of Trustees of the University of Kentucky met in the office of Chairman Richard C. Stoll, Lexington, Ky., Monday, May 3, 1937, at 10:00 a.m. The members of the Committee present were Chairman Richard C. Stoll, James Park and J. B. Andrews. President Frank L. McVey, D. H. Peak, Secretary of the Board and Dean James H. Graham, were present. The meeting was called to consider business relating to P. W. A. construction that required immediate attention, as well as other general business of the University.

1. Approval of Minutes.

The minutes of the meeting of March 22, 1937, were approved as published.

2. Financial Report for April.

The Business Agent stated that the financial report for April was not ready for presentation.

3. Real Estate - Proposed Purchases.

a. Purnell Lot on Graham Avenue.

The Business Agent reported that he and the Superintendent of Buildings and Grounds made further investigations regarding the purchase of the property of Mrs. Annie Purnell, viz. lot No. 23, fronting 50 feet on Graham Avenue. Mrs. Purnell offers the property at \$3,250.00, the University to pay all costs connected with the transfer and Mrs. Purnell to retain possession until September 1, 1937.

It was ordered that the purchase be made on the terms offered by Mrs. Purnell.

b. Lot in Front of Memorial Building.

President McVey stated that he had received a communication from F. J. Benckart offering for sale the Mrs. Mary Dehore property on South Limestone Street. This property is almost directly in front of the Memorial Building, and it is desirable that the University own it. The President was directed to have investigation made as to the value of the property, the price asked therefor and other factors, and to make report to the June meeting of the Board of Trustees.

#### 4. Purchase of Property at Robinson Station.

The purchase of the Peter Robinson property at Robinson Station at the price of \$700 was approved. This is part of the tract authorized to be purchased at the meeting of the Board of Trustees December 8, 1936. The deed was accepted and ordered filed. The deed is copied as follows:

THIS DEED OF CONVEYANCE, made and entered into this the 10th day of March, 1937, by and between Manda Robinson (widow) individually and in her own right, and the said Manda Robinson, statutory guardian for Toy Marie Robinson, Virginia Robinson, Nettie Ruth Robinson, Otis William Robinson, Alma Ray Robinson, and the said Toy Marie Robinson, Virginia Robinson, Nettie Ruth Robinson, Otis William Robinson, Alma Ray Robinson, who are infants under the age of 21 years, by their statutory guardian, Manda Robinson, parties of the first part, and University of Kentucky, a corporation organized and existing under the laws of the State of Kentucky, party of the second part, WITNESSETH:

That for and in consideration of the sum of Seven hundred dollars (\$700.00) cash in hand paid, the receipt of which is hereby acknowledged, the first parties hereby sell, grant, alien and convey unto the party of the second part, the following described lot or parcel of land:

Situated in the village of Quicksand, in Breathitt County, Kentucky, bounded and described as follows:

Beginning at an iron spike on the north west corner of said lot, which spike bears S 18 40 W. 181 2 from station 137 on the center line of the extension of the Lexington & Eastern Railway Company at Quicksand, Kentucky: thence S 23 15 W. 1240 3 to a spike; thence with the road S 66 45 E. 60 0 to the fence of the property formerly occupied by A. A. Duff; thence with the said fence N 23 15 E. 1248 3 to the rear line of the property; thence N 66 45 W. 60 0 to a spike, which is the point of beginning.

Excluding therefrom the coal thereunder with the usual mining privileges underground to remove the same, which said privileges are not to in any way interfere with the top surface or improvements now on or which may hereafter be made thereon. With all the appurtenances, rights and privileges thereunto belonging.

TO HAVE AND TO HOLD, all the foregoing described property, together with all the appurtenances thereunto belonging or in any way appertaining, unto the said party of the second part and its successors in fee simple

forever, with covenant of General Warranty of title, on the trust, however, that the purchase of said property by said University of Kentucky is an investment of the net revenues derived from the operation by said University of Kentucky of the property conveyed to it by deed of the E. O. Robinson Mountain fund, dated the 10th day of October, 1923, and recorded in the office of the Clerk of the Breathitt County Court in deed book 52, page 66, and the said lands hereby conveyed and the proceeds of the sale of the whole, or any part thereof, and the net revenues derived by the University of Kentucky from the operation of the lands hereby conveyed shall be held and used on the same trusts and for the same purposes as set forth and provided in said above mentioned deed of the E. O. Robinson Mountain fund to the University of Kentucky for the net revenues derived from the operation of the properties thereby conveyed, to which said deed reference is now made for a full and more particular statement of said trusts and purposes.

The execution of the trust herein provided for shall be exclusively under the control and in the hands of the University of Kentucky with such agencies or aids as it may see fit to employ, and said University of Kentucky shall have the right to sell and convey the whole or any part or parts of the properties hereby conveyed, and no purchaser shall be required to look to the application of the proceeds of any such sale or sales.

The above property was conveyed to Peter Robinson by Jerry Edwards by deed dated July 17, 1923, and recorded in deed book No. 52, page 122, Breathitt County Records.

The said Peter Robinson heretofore departed this life intestate and left surviving him his widow, Manda Robinson, and eleven children, the five infants named in the caption hereof, and also Ethel Howard, Ida Proffitt, Annie Back, Lula Lynch, Charlies Robinson and Price Robinson, which said last named parties, together with their husbands and wives, conveyed their interest in and to said property to the said Manda Robinson by deed dated the \_\_\_\_ day of December, 1935, and recorded in deed book No. 72, page 24, Breathitt County Records.

4.

In testimony the said Manda Robinson, individually, and as guardian aforesaid, has hereunto subscribed her name this the day and date first herein written.

Manda Robinson

Manda Robinson

Guardian for Toy Marie Robinson,  
Virginia Robinson, Nettie Ruth  
Robinson, Otis William Robinson  
and Alma Ray Robinson.

State of Kentucky  
Sct.  
Breathitt County

I, Galen J. White, Notary Public, certify that the above and foregoing deed from Manda Robinson and others to the University of Kentucky was this day produced before me in said county and state, and then and there acknowledged before me by the said Manda Robinson to be her act and deed, and also acknowledged by her to be her act and deed as guardian for Toy Marie Robinson, Virginia Robinson, Nettie Ruth Robinson, Otis William Robinson and Alma Ray Robinson.

Given under my hand, this March 10th, 1937.

Galen J. White  
Notary Public, Breathitt  
County, Ky. My commission  
expires Sept. 7, 1939.

The above deed has this day been examined and approved. This March 22, 1937.

J. B. Howard  
Judge, Breathitt Circuit  
Court.



5.

STATE OF KENTUCKY  
Set:  
Breathitt County

I, Cora M. Noble, Clerk of the Breathitt County Court, certify that the foregoing deed was on the 22 day of March, 1937, lodged for record in my office, having been properly stamped, whereupon the same, with the foregoing and this my certificate have been duly recorded in my office.

Given under my hand this 24 day of March, 1937.

Cora M. Noble Clerk.

5. Railway Switch.

The action of Chairman Richard C. Stoll as shown by following copies of correspondence, etc., was approved:

a. April 23, 1937

Mr. D. H. Peak  
Business Manager  
University of Kentucky  
Lexington, Kentucky

Dear Mr. Peak:

Enclosed herewith you will find copy of letter which I have just received from the Central District, copy of memorandum of agreement, referred to in the letter, and copy of my reply to the Central District Warehousing Corporation.

We have already entered into an agreement ourselves with the Railroad Company which supersedes this agreement.

(Signed) Richard C. Stoll.

6.

b.

April 22, 1937

Judge R. C. Stoll  
602 City Bank Building  
Lexington, Kentucky

Dear Judge Stoll:

We are enclosing herewith memorandum agreement from the Cincinnati, New Orleans & Texas Pacific Railway Company covering a side track into the Old Independent Tobacco Warehouse which this corporation sold to the University of Kentucky. Please check and advise us with reference to signing this release. If it is proper that we sign this agreement, please return same to us.

(Signed) CENTRAL DISTRICT WARE-  
HOUSING CORP.

H. C. Robinson  
Assistant-Secretary &  
Treas.

c.

April 23, 1937

Central District Warehousing Corporation  
Lexington, Kentucky

Attention: Mr. H. C. Robinson.

Dear Mr. Robinson:

I have your letter of April 22nd, enclosing agreement with the Cincinnati, New Orleans and Texas Pacific Railway Company.

I see no reason why this agreement should not be executed for the University has entered into a new contract with the Company.

(Signed) Richard C. Stoll.

d. THIS MEMORANDUM AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1937, by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, party of the first part; and

CENTRAL DISTRICT WAREHOUSING CORPORATION, party of the second part,

W I T N E S S E T H

THAT THE PARTIES HERETO, for good and sufficient considerations thereunto moving them, do hereby mutually covenant and agree that the agreement, in writing, heretofore made and entered into by and between said Railway Company and Independent Tobacco Warehouse Company, dated November 14, 1913, covering the construction and operation of a spur of side track, at LEXINGTON, in the State of Kentucky, as described in said agreement, shall be, and the same hereby is, terminated to take effect as of the date of these presents; it being understood that the said Central District Warehousing Corporation, party of the second part hereto, succeeded to the interests of the said Independent Tobacco Warehouse Company.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

In the Presence of: THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, By

.....  
As to party of the first part. \_\_\_\_\_ Vice-President

In the presence of: CENTRAL DISTRICT WAREHOUSING CORPORATION By

.....  
As to party of the second part. \_\_\_\_\_ President

### 6. Cooperative House.

A proposal that a cooperative house for use of women students be erected on amortization plan was offered, the estimated cost to be \$20,000.00. After consideration of the statements made by President McVey and Dean Graham, it was decided to refer the question to the Board of Trustees at June, 1937, meeting. Dean Graham was requested to draw a resolution, setting forth all facts regarding the proposal and the plans to finance it.

### 7. P. W. A. Construction, Pathological Laboratory.

President McVey presented an "Application for Grant" (P.W.A. Form No. 174), applying to the Federal Emergency Administration of Public Works for aid in financing the building of the "First Unit of a Pathological Laboratory for the Kentucky Agricultural Experiment Station, University of Kentucky, at Lexington, Kentucky." The President stated that the estimated cost of the proposed building was \$54,926.98 and that the "grant" requested thereon was in the sum of \$20,000.00.

After discussion and upon motion duly made and seconded, it was resolved that James H. Graham, Dean of the College of Engineering of the University of Kentucky, be authorized and instructed to sign the aforesaid application for a "grant" in the sum of \$20,000, the resolution being as follows:

Be it resolved by the Board of Trustees:

Section 1. That James H. Graham be and he is authorized to execute and file an application on behalf of the University of Kentucky to the United States of America for a grant to aid in financing the construction of First Unit of a Pathological Laboratory for the Kentucky Agricultural Experiment Station, University of Kentucky, Lexington.

Section 2. That Dean James H. Graham be hereby authorized to furnish such information as the United States of America through the Federal Emergency Administration of Public Works may reasonably request in connection with the application which is herein authorized to be filed.

### 8. P. W. A. Construction Docket No. Ky. 1114-R.

Extension of Time.

President McVey then stated that the contract time limit for the construction of the Annex to the Kentucky Agricultural Experiment Station building under P.W.A. Docket No. KY-1114-R expired on May 1, 1937, and as Dean Cooper desired certain drive-way construction to

be performed under this contract and Docket, it was desirable to request of the State Director, P.W.A., an extension of this time limit to July 1, 1937. Therefore upon motion duly made and seconded, it was resolved that the Federal Emergency Administration of Public Works be asked to grant an extension of contract time from May 1 to July 1, 1937.

9. P. W. A. Construction - Docket No. Ky. 1013R.

Contracts connected with Central Heating Plant.

a. Condensate Pumps and Receivers - Contract No. 651.

President McVey stated that the bid of the J. F. Shouse and Company of Louisville, Kentucky, for Contract No. 651 to furnish condensate pumps and receivers - Central Heating Plant - in the sum of \$813.00 was the lowest and best bid as advertised, received, and publicly opened at 11:00 a.m., April 12, 1937. Therefore upon motion duly made and seconded it was resolved that Contract No. 651 be awarded to J. F. Shouse and Company of Louisville, Kentucky, in the sum of \$813.00 as specified and bid, and that the Chairman, Richard C. Stoll, be authorized to sign the contract documents on behalf of the University.

b. Heat Exchangers - Contract No. 652.

President McVey stated that the bid of the Richmond Engineering Company, made by and through the Kentucky Pipe Covering Company of Louisville, Kentucky, for Contract No. 652 to furnish Heat Exchangers, Central Heating Plant, in the sum of \$1,189.50 was the lowest and best bid as advertised, received and publicly opened at 11:00 a.m., April 12, 1937.

Therefore, upon motion duly made and seconded, it was resolved that Contract No. 652 be awarded to the Richmond Engineering Company through the Kentucky Pipe Covering Company of Louisville, Kentucky, in the sum of \$1,189.50 as specified and bid and that the Chairman, Richard C. Stoll, be authorized to sign the contract documents on behalf of the University.

c. Materials and Equipment for Steam Connections - Contract No. 653.

President McVey stated that the bid of Brock-McVey Company of Lexington, Kentucky, for Contract No. 653 to furnish materials and equipment for steam connections within the campus buildings, in the sum of \$7,200.62 was the lowest and best bid as advertised, received and publicly opened at 11:00 a.m., April 12, 1937. The next lowest bid received was that of the Plumbers Supply Company of Lexington, Kentucky, in the sum of \$7,456.86. Therefore upon motion duly made and seconded it was resolved that Contract No. 653 be awarded to the Brock-McVey Company of Lexington, Kentucky,

in the sum of \$7,200.62 as specified and bid, and that the Chairman, Richard C. Stoll, be authorized to sign the contract documents on behalf of the University.

d. Steam and Heat Controls - Contract No. 660.

President McVey stated that the bid of the Johnson Service Company of Milwaukee, Wisconsin, for Contract No. 660 to furnish steam and heat controls (Central Heating Plant) in the sum of \$8,900.00 was the lowest and best bid as advertised, received and opened at 11:00 a.m. April 12, 1937.

Therefore, upon motion duly made and seconded, it was resolved that Contract No. 660 be awarded to the Johnson Service Company in the sum of \$8,900.00 as specified and bid and that the Chairman, Richard C. Stoll, be authorized to sign the contract documents on behalf of the University.

e. Steam Piping and Fittings - Contract No. 701.

President McVey stated that the bid of George F. Voigt of Jeffersonville, Indiana, for Contract No. 701 to furnish and install the steam piping and fittings as specified within the Central Heating Plant in the sum of \$18,350.00 was the lowest and best bid received, (the next lowest being \$20,500.00) as advertised, received and opened at 11:00 a.m. April 12, 1937.

Therefore, upon motion duly made and seconded, it was resolved that Contract No. 701 in the sum of \$18,350.00 be awarded to George F. Voigt of Jeffersonville, Indiana, as specified and bid, and that the Chairman, Richard C. Stoll, be authorized to sign the contract documents on behalf of the University.

10. P. W. A. Construction - Purchase of Equipment.

President McVey then presented to the Committee a letter, dated April 27, 1937, from the State Director of the Public Works Administration wherein the Director approved the purchase under Docket No. KY-1013-2-D of three items of mechanical equipment for use in the laboratories of the College of Engineering, described as follows:

1. From the Eastern Machinery Company, 3261 Spring Grove Avenue, Cincinnati, Ohio: One (1) used, but thoroughly rebuilt, size 12" x 36" Cincinnati Self Contained, Universal Cylindrical Grinder 3 motor drive equipped with head stock, tail stock, wheel head with grinding wheel and guard, W4 internal fixture, 8" four-jaw independent chuck, delivered f.o.b. Shop Laboratory at the College of Engineering for the sum of... \$2,010.00

From the representations made it is evident that the purchase of this second-hand equipment will effect a saving of approximately \$2,472.00; hence the requirement for competitive bidding is waived. This approval is in accordance with Section 3, sub-section (b) of Administrative Order #136, dated March 27, 1936, and inasmuch as you have shown that conscientious inquiry has failed to disclose any other available similar equipment in good condition.

2. From the Brown and Sharpe Company of Providence, R.I.: One (1) motor driven head stock fitted with a motor for operation on direct current 110 volts, together with table counterweight arrangement to prevent table from tilting, for the sum of ..... \$ 340.00 delivered f.o.b. Lexington

From the representations made it is evident that the above described equipment is being purchased to change the operation of this grinder from overhead belt and shaft drive to an individual motor driven machine, and that no other manufacturer would be able to furnish the above described attachments except the Brown and Sharpe Company, makers of the original grinding machine. In accordance with Section 19 of Administrative Order 125, Supplement 6, dated April 8, 1937, approval is given to the purchase of this equipment in the interest of standardization and the receiving of informal bids is waived.

3. From the Richardson Scale Company: One (1) Richardson Automatic Apron Feed Coal Scale of enclosed dust confining type, Model J-55, hopper capacity 200 pounds, together with counters and totalizers, f.o.b. Lexington. Price ..... \$ 991.12

From the representations made it is evident that the above described scale is the only one that would fit the outlet provided on the Babcock and Wilcox pulverized steam return unit and on the coal handling system, or that would meet the weighing requirements of this particular unit; hence, the requirement for receiving informal bids is waived. In accordance with Section 19 of Administrative Order 125, Supplement 6, dated April 8, 1937, approval is given to the purchase of this equipment.

The President explained that the equipment in question was within the category declared in the "Certificate of Purpose" filed



with the original Application to the Public Works Administration for a "Grant of Funds" to aid in financing the building program of the University; and that the item covering the purchase of "used equipment" had been allowed and authorized by special dispensation from the Administrator in Washington.

Therefore upon motion duly made and seconded the afore-stated purchases were approved and the Business Agent of the University was authorized and instructed to execute same on behalf of the University and charge against Docket No. KY-1013-2-D.

#### 11. Appointments and Other Staff Changes.

President McVey presented staff appointments and other changes requested by deans and heads of departments, and, on his recommendation, by motion and second, the following were approved, and record ordered made in the Minutes:

##### College of Arts and Sciences

Reappointment of Karl Schneider as instrument maker, Department of Physics, for year 1937-1938, salary \$2000.00, ~~ten~~ months basis. 12

Appointment of Graduate Assistants, Department of Physics, year 1937-1938, salary \$500.00 each, on ten months basis, viz., Wellington Cochran, L. R. Prince, J. R. Randolph, reappointed; Lorenzo Sturkey, J. Randle Wright, Carl Sartain, Jacob H. Schroeder, new appointments.

##### College of Agriculture

Temporary appointment of Max M. Tharp, assistant in Farm Management, Experiment Station, at \$125.00 per month, effective April 19, 1937. He is a graduate of Iowa State College.

Dean Cooper reported that Mr. A. E. Ewan, county agent, Warren County, died April 20, 1937.

##### Leaves of Absence

L. A. Vannes, Field Agent in Marketing, Extension Division, was granted leave of absence for 8-1/3 months, beginning October 1, 1937, and ending June 10, 1938, on half pay. He expects to take work at the University of Wisconsin, studying toward a doctorate degree.

Mildred Morris, Stenographic Bureau, was granted a six months leave of absence, without pay, beginning October 1, 1937. She expects to attend the Lewis Hotel Training School in Washington, D. C.

Thomas D. Boyd, Department of Buildings and Grounds, requested cancellation of leave of absence granted at the April meeting, 1937, of the Board of Trustees. His request was granted, and the grant of leave of absence was ordered cancelled.

On motion, properly seconded, the Committee adjourned.

D. H. Peak  
Secretary, Board of Trustees.