

## MINUTES FOR MEETING OF APRIL 30, 1912.

A meeting of the Board of Regents of the Kentucky State Normal School at Bowling Green, Ky., was called for the above date at the Seelbach Hotel, Louisville, Ky., at which were present Barksdale Hamlett, Superintendent of Public Instruction, W. J. Gooch, J. Whit Potter, H. K. Cole, and J. P. Haswell, Regents, and President H. H. Cherry.

The contract and lease between the Board of Regents and Bowling Green Business University was then presented, read and duly considered. Upon motion duly seconded, the proper officers were authorized and instructed to execute the lease and contract on behalf of the Board. The Secretary was directed to spread the contract upon the minutes.

C O N T R A C T

-----THIS CONTRACT made and entered into on this the fifth day of August, 1911 by and between the Western Kentucky State Normal School, party of the first part, and Bowling Green Business University, party of the second part, both of the city of Bowling Green, County of Warren, State of Kentucky, WITNESSETH: that whereas it appears to the party of the first part that the welfare of the Western Kentucky State Normal School will be best subserved by temporarily renting a part of its property located between College and Center Streets in Bowling Green, Kentucky, it being the purpose of said first party, at the expiration of this lease, to use or occupy said property in the conduct of said school.

FIRST-Party of the first part has this day leased to the party of the second part, that part of the property known as the Old Normal School Building, situated on the West side of College Street, between Eleventh and Twelfth Streets, consisting of a frontage of about ( 246 feet ) two hundred and forty-six feet, more or less, running West toward Center Street to a point one-half the distance of the lot making an offset to include the old Science Hall, and that if it is deemed desirable to do so the said Science Hall shall be moved upon the lot above described, provided all expense of said moving and necessary repairs after removal be borne by said party of the first part. But it is understood that this lease is in no wise to effect that part of said property fronting on Center Street which is now in use by party of the first part for dormitory purposes.

SECOND -Party of the first part agrees to make the following improvements, to wit:



(a) A steam heating plant, septic tank and sanitary fixtures are to be installed, according to plans and specifications to be drawn by a competent architect, stipulations of said plans to be agreed upon by both parties to this contract. It is furthermore agreed that one-half the cost of installing and one-half the cost of maintaining said septic tank shall be charged to said party of the first part.

(b) The plastering in Chapel Hall is to be repaired, the balcony is to be ceiled and the entire Chapel Hall is to be calcimined and the wood work painted in a neat and substantial manner; two windows are to be cut, one on either side of the Chapel, of sufficient size to light the balcony properly, and ventilators are to be placed in the roof of the Chapel to ventilate the room properly.

(c) The entire roof of the Normal Building and Science Hall is to be painted, all leaks to be stopped and worn-out places in the tin to be repaired properly.

(d) The brick wall and the ornamental turrets attached thereto are to be properly pointed and the portion of the building that has been painted is to receive two coats of first-class lead and oil; the outside window frames and sashes are also to be painted.

(e) The plastered walls in the interior of the main building and Science Hall are to be patched and calcimined or papered and the wood work, where necessary, is to be properly repaired and painted in such a manner as to give the building a neat, serviceable and attractive appearance.

(f) Ventilators are to be placed in the roof above the Old Library of sufficient proportion to properly ventilate the hall and surrounding rooms.

(g) The electric light wiring is to be carefully examined and such repairs as may be necessary are to be made.

(h) A separate water meter for the main building and Science Hall is to be installed.

(i) Provision is to be made for the storage of coal, either by making excavation in cellar or by building a new coal house.

(j) Fences are to be constructed in the rear of the premises to be occupied by party of the second part.



THIRD - Party of the first part agrees to keep the property in neat, tenantable condition and make such repairs as may be agreeable to both parties to this contract. It is understood and agreed that repairs and betterments shall not exceed Eight Thousand (\$8,000) Dollars during the period of this contract, for all purposes, except for unforeseen and unpreventable casualties.

FOURTH - For and in consideration of this lease and covenant to repair party of the second part agrees to pay an annual rental of Seventeen Hundred (\$1,700) Dollars, payable in equal installments of \$141.17 on the last day of each calendar month, said rate to take effect on September 1, 1911.

FIFTH - Party of the first part agrees to be responsible for the actual expense incurred incident to keeping the premises in a sanitary condition, until the septic tank and sanitary fixtures shall have been installed.

SIXTH - Party of the second part agrees and promises to take good care of the property and to be responsible for all damage due to neglect or improper use of the building and premises.

SEVENTH - Party of the first part agrees to permit party of the second part to enter the premises, covered by this lease, from the rear in order to reach coal house or cellar with fuel.

EIGHTH - Party of the second part agrees to pay for said repairs as the work is completed and the first party is to execute to the second party their note or notes for amounts so paid, bearing 6% interest, payable semi-annually, until paid, and when the rent shall amount to sufficient amount to pay all of said repairs, then a settlement is to be had and notes which may have been executed by first party are to be released and cancelled.

NINTH - It is understood and agreed that this lease is to remain in force and effect for a period of ten years. It is, however, further provided that should party of the first part desire, after five years, to re-occupy and use or otherwise dispose of the property covered by this lease, the first party is to give to the second party twelve months' notice of such purpose and the second party agrees to surrender possession in accordance with said notice.

TENTH - It is also agreed that no part of said building shall be sub-rented to any party or parties objectionable to said party of the first part.

WITNESS our hands on the day and date first above written.

Western Ky. State Normal  
Party of the First Part.

Bowling Green Business Univ.  
Party of the Second Part.

attest:



John P. Haswell, having been appointed a Regent in place of Regent E. H. Mark, whose resignation had been accepted, before taking a seat upon the Board took the constitutional oath of office administered by Supt. Barksdale Hamlett.

The Regents, by unanimous vote, extended an invitation to Governor McCreary, Colonel and Mrs. Smith, to be the special guests of the school on May 9th and 10th.

The motion was then made and unanimously carried that Regents Haswell and Cole be instructed to confer at once Col. Davis and the Contractor, Mr. Bornstein, with reference to the leaking roof of the Auditorium Building.

Supt. Hamlett was obliged to leave for Richmond and VicePresident Gooch took the chair.

During this meeting of the Board, conference was entered into with Mr. Work, of the Financial House of Seasingood & Mayer, of Cincinnati, Ohio, with a view of their handling the One Hundred Thousand Dollar, (\$100,000), bond issue authorized by the Enabling Act which was passed at the 1912 session of the Legislature.

Mr. Work submitted a proposition for purchasing the issue of bonds to be referred to his attorney, and reported to the Board at an early date. A copy of this report will be found on the following page:

Attest  
*H. Cole*  
 Secy

Louisville, Ky., Apr. 30, 1912.

To the Board of Regents,  
of the Western Kentucky State Normal School.

Gentlemen:

We offer par and accrued interest for

\$100,000 KENTUCKY STATE NORMAL SCHOOL BONDS

dated June 1st, 1912, bearing interest at the rate of 6% per annum, payable semi-annually on the first days of June and December of each year at the office of the Treasurer of the State of Kentucky, the principal sum to be payable as it matures at the office of the Trustee of the Mortgage hereinafter mentioned, which Trustee shall be either the Central Trust Company of Cincinnati, Ohio, or the Union Savings Bank & Trust Company of Cincinnati, Ohio.

The bonds to mature as follows: \$5000 June 1st in each of the years 1913 to 1922, both years inclusive, and \$50,000 June 1st, 1932, but the bonds maturing in 1932 shall be subject to call on proper notice at any interest period on and after June 1st, 1922, and the mortgage shall so provide.

The payment of the principal and interest of said bonds shall be secured by a first and closed mortgage on the entire plant, grounds and buildings now used for the Western Kentucky State Normal School, having value to be determined by dependable appraisers of not less than \$275,000, and payment of the semi-annual interest shall be pledged by the Commonwealth of Kentucky.

The said mortgage shall provide that \$5000 in warrants of the Commonwealth of Kentucky, in cash or in securities to the approval of the Trustee shall be deposited annually with the Trustee each year after June 1st, 1922, so long as any of the said bonds remain outstanding.

The mortgage shall further provide that insurance in an amount not less than \$100,000 shall be carried on the property embraced in the said mortgage in companies satisfactory to the Trustee until the entire indebtedness shall be paid.

The legality and form of the said bonds and mortgage, the title to the property embraced in said mortgage and all proceedings had and taken relative to the adoption, authorization and execution of said bonds and mortgage shall be subject to the approval of our attorney in satisfactory form and manner.

Respectfully submitted,

Seasongood & Mayer.