

Minutes of Meeting of Board of Regents of
Western Kentucky State College

December 7, 1963

The regular quarterly meeting of the Board of Regents of Western Kentucky State College was held in the Office of the President on Saturday, December 7, at 3:15 p.m., CST.

Presiding was Chairman Wendell P. Butler.

The meeting was opened with an invocation by Regent Maxey B. Harlin.

Dr. J. T. Gilbert of Bowling Green, having been appointed by Governor Bert Combs, qualified as a member of the Board of Regents by taking the Constitutional Oath, which was administered by Mr. Basil Griffin, Judge of Warren County.

COPY OF APPOINTMENT

In the Name and by the Authority of the
Commonwealth of Kentucky
Bert Combs
Governor of the Commonwealth of Kentucky

To All To Whom These Present Shall Come, Greeting:

Know Ye, That Dr. J. T. Gilbert, Bowling Green, Kentucky, having been duly appointed as a member of the Board of Regents of Western Kentucky State College for a term ending March 31, 1967.

I hereby invest him with full power and authority to execute and discharge the duties of the said office according to law. And to have and to hold the same, with all rights and emoluments thereunto legally appertaining, for and during the term prescribed by law.

In testimony whereof I have caused these letters to be made patent, and the seal of the Commonwealth to be hereunto affixed. Done at Frankfort, the 26th day of November in the year of our Lord one thousand nine hundred and 63 and in the one hundred and 72nd

year of the Commonwealth.

/s/ Bert Combs
By the Governor

/s/ Henry H. Carter
Secretary of State

SEAL

Members present, in addition to Mr. Butler, Mr. Harlin, and Dr. Gilbert, were--

Mr. Bemis Lawrence, Vice Chariman
Mr. Douglas Keen
Mr. Hugh Poland
Dr. Gerald Edds

Also present were Dr. Kelly Thompson, President, and Miss Georgia Bates, Secretary.

On behalf of the faculty and administrative staff of Western, Dr. Thompson welcomed Dr. Gilbert to membership on the Board of Regents. He was also welcomed by the other members.

The Chairman presented the minutes of the meeting of the Board held on May 25, 1963. Mr. Lawrence moved, with a second by Mr. Poland, that the minutes be adopted without a reading inasmuch as each member had previously received a copy. The motion carried unanimously.

The next item on the agenda was a reorganization of the Board, necessitated by the appointment of a new member. Mr. Keen moved that Mr. Lawrence and Miss Bates be re-appointed Vice Chairman of the Board and Secretary, respectively, and that Miss Bates also be appointed Treasurer, succeeding Mr. Billy Smith. The motion, seconded by Mr. Harlin, carried unanimously.

After discussion regarding the issuance of "Consolidated Educational Buildings Revenue Bonds, Series C, "Mr. Lawrence moved adoption of the following resolution:

A RESOLUTION AUTHORIZING THE ISSUANCE OF CONSOLIDATED EDUCATIONAL BUILDINGS REVENUE BONDS, SERIES C, OF THE BOARD OF REGENTS OF WESTERN KENTUCKY STATE COLLEGE.

WHEREAS, the Board of Regents of Western Kentucky State College, by Resolution entitled:

A RESOLUTION creating and establishing a Consolidated Educational Buildings Project of the Western Kentucky State College; creating and establishing an issue of Consolidated Educational Buildings Revenue Bonds of the Board of Regents of the Western Kentucky State College; providing for the issuance from time to time of said bonds; providing for the payment of the principal of and interest on said bonds and repealing all resolutions or parts of resolutions in conflict with this resolution.

adopted August 15, 1960, (referred to as the Resolution) has created and established an issue of Consolidated Educational Buildings Revenue Bonds of the Board of Regents of Western Kentucky State College (the Bonds); and

WHEREAS, the Resolution authorizes the issuance by said Board of said Bonds in one or more series pursuant to a resolution authorizing such series; and by a resolution adopted August 15, 1960 (the Series A Resolution) the Board authorized \$1,300,000 "Consolidated Educational Building Revenue Bonds, Series A" dated August 1, 1960, and the same have been sold and delivered; and

WHEREAS, by a resolution adopted December 15, 1961, (the Series B Resolution) the Board authorized \$2,800,000 "Consolidated Educational Building Revenue Bonds, Series B" dated February 1, 1962, and the same have been sold and delivered; and

WHEREAS, the Series A and Series B Bonds are outstanding without default and without deficiency in amounts required by the Series A and Series B Resolutions to be paid into the "Consolidated Educational Buildings Project Bond and Interest Sinking Fund;" and

WHEREAS, the Board has determined that it is in the best interests of the College to issue an additional series of Bonds to be designated "Consolidated Educational Buildings Revenue Bonds, Series C" (the Series C Bonds) and it has been ascertained that the average of the annual Revenues from the Consolidated Educational Building Project, from the source established in the Resolution for the Revenues of the Project, as specifically

permitted by the provisions of Section 7.10 of the Resolution, adjusted in the authorized manner and at the appropriate time will equal more than 1.25 times the maximum Aggregate Principal, Interest and Bond Fund Charges (a defined term) for any succeeding twelve-month period ending May 1 on the Series A Bonds, the Series B Bonds, and the Series C Bonds when authorized and issued in an amount sufficient to cover the costs of the construction hereinafter detailed, in the total principal amount presently estimated to be \$3,900.000; and

WHEREAS, the Board in order to provide funds with which to meet pressing demands to enlarge educational and academic facilities of the College and thereby properly carry out the functions of the Board and the College, according to the Constitution and Statutes of Kentucky, had determined that additional facilities are to be erected and reconstructed in that it is necessary to erect a new classroom building, reconstruct the existing gymnasium building in such manner as to constitute the same as the new Library Building of the College, and reconstruct and enlarge the Heating Building (already under construction) and the Maintenance-Service Building, with appurtenant facilities, all upon the property of the College in Warren County, Kentucky, and that the cost thereof shall be paid from the proceeds of sale of said Series C Bonds; and

WHEREAS, pursuant to due and proper authorization by the Department of Finance of the Commonwealth, the following Architects have been employed for the respective construction projects preparing necessary plans and specifications preliminary to advertisements for construction bids thereon:

Library: W. S. Arrasmith, Louisville, Kentucky, and Joseph Wilk, Bowling Green, Kentucky;

Classroom Building: Ben Johnson, Owensboro, Kentucky and Frank Cain, Bowling Green, Kentucky;

Maintenance- Walter Scott Roberts, Owensboro,
Service Building: Kentucky;

Heating Plant E. R. Ronald & Associates, Louisville;
Building: W. S. Arrasmith, Louisville and
Joseph Wilk, Bowling Green, Kentucky

NOW, THEREFORE, THE BOARD OF REGENTS OF WESTERN KENTUCKY STATE COLLEGE HEREBY RESOLVES, AS FOLLOWS:

Section 1. The President and Business Manager of the College are hereby authorized and directed (a) to cooperate with the Department of Finance of the Commonwealth of Kentucky and with the above-named Architects employed by this Board to assure commencement of

construction of the aforesaid educational and academic buildings at the earliest possible date, and to determine the construction costs thereof; and (b) to assist the Fiscal Agent of the College in assembling the data and information necessary to determine the exact amount of Series C Bonds which will be required to be sold to complete the building program, to make the most advantageous presentation of said Series C Bonds in the market therefor which has heretofore proven to exist.

Section 2. The Treasurer of the College is hereby directed to take all steps necessary to assist the Fiscal Agents in bringing the Series C Bonds to market at an early date and to file with the Trustee prior to the issuance of said Series C Bonds a statement in compliance with the conditions and restrictions set forth in Section 7.10 of the Resolution permitting issuance of Bonds ranking on a basis of parity and equality with the Series A and Series B Bonds as to security and source of payment, and in all other respects.

Section 3. The Series C Bonds are to be issued in such manner as to comply with the provisions of the Resolution adopted August 15, 1960, relating to parity bonds, and in such amount as may be determined by the Department of Finance of the Commonwealth, the College's Architects, and the Fiscal Agents to be required for the purpose of paying the costs (to the extent not otherwise provided) of educational buildings with necessary appurtenances upon the property of the College in Warren County, Kentucky, consisting of erection of a new classroom building, reconstruction of the existing gymnasium building in such manner as to constitute the same as the new Library Building of the College, reconstruction and enlargement of the existing Heating Plant Building, and reconstruction of and enlargement of Maintenance-Service Building, which will become and constitute a part of the Consolidated Educational Buildings Project of said College.

Section 4. Said Series C Bonds shall be issued in coupon form in the denomination of \$1,000; shall be registrable as to principal only; shall be payable as to principal and interest as the same become due from student registration fees fixed, charged, and collected for the services of said Project; and shall be further secured by a statutory mortgage lien created and granted to and in favor of the holder or holders of the Consolidated Educational Buildings Revenue Bonds and the coupons attached thereto until the payment in full of the principal of and interest on said issue of Bonds.

ADOPTED this 7th day of December, 1963.

Chairman

ATTEST:

Secretary

The motion was seconded by Dr. Edds, and upon roll call, the vote was as follows:

Aye: Butler, Lawrence, Harlin, Poland, Keen, Edds, Gilbert

Nay: None

The next item of business was the presentation of an Agreement by and between the Urban Renewal and Community Development Agency of the City of Bowling Green, Kentucky, and Western Kentucky State College regarding the Jonesville Urban Renewal project. Following discussion, Mr. Lawrence moved execution of the Agreement, which follows:

AGREEMENT

AGREEMENT, hereinafter referred to as this "Agreement", entered into as of the 7th day of December, 1963, between the Urban Renewal and Community Development Agency of the City of Bowling Green, Kentucky (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), a public body corporate and politic of the State of Kentucky, and the Board of Regents of Western Kentucky State College, a body corporate, as an Educational Institution and Agency of the Commonwealth of Kentucky, (herein called the "Redeveloper") a college organized and existing under the laws of the State of Kentucky.

RECITALS

WHEREAS, in furtherance of the objectives of the Kentucky Statutes relating to Slum Clearance and Redevelopment, the Agency has undertaken a program for the clearance and reconstruction of slum and blighted areas in the City of Bowling Green, Kentucky, (herein called the "City"), and in this connection has undertaken a project, Ky-R-31, sometimes known as the "Jonesville Project", located in the area bounded as follows:

Beginning at a point being the intersection of the northeast right-of-way line of Jonesville Alley extended, and the southeast right-of-way line of Old Russellville Road; thence southwesterly with the southeast right-of-way line of Old Russellville Road to a point

250 feet northeast of the centerline of Sumpter Avenue; thence northwesterly with the southwest property lines of the Bailey and Ferrill properties to the Louisville and Nashville Railroad; thence northeasterly with the southeast right-of-way line of the railroad to Jonesville Alley; thence southeasterly with the northeast right-of-way line of the alley a distance of 240 feet to the northwest property line of the three residential properties and surrounded on three sides by Western Kentucky State College northeast of Jonesville Alley; thence northeasterly with the northwest property line of these properties a distance of 132 feet more or less, thence southwesterly with the southeast property line of Jonesville Alley; thence southeasterly with the northeast right-of-way line of Jonesville Alley to the southeast right-of-way line of the Old Russellville Road to the point of beginning.

which area is herein called the "project Area"; and

WHEREAS, the Agency has prepared and the City, acting through the City Council, has, under date of December 2, 1963, approved a plan (herein called "the Redevelopment Plan") providing for the clearance and redevelopment of the Project Area and the future uses of the land comprising such Area, a copy of which Plan is attached hereto and marked "Schedule A"; and

WHEREAS, the Redeveloper has offered to purchase that part of the Project Area described in Schedule B hereof (and herein called "the Property") and to redevelop such Property for and in accordance with the uses specified in the Redevelopment Plan; and

WHEREAS, the Redeveloper has further deposited with the Agency the amount of nine thousand five hundred eighty-seven dollars and fifty cents (\$9,587.50) (herein called "the Deposit") (which shall be an amount equal to five percent of the Purchase Price) as security for the performance of the obligations of the Redeveloper pursuant to this Agreement, which deposit is to be retained by the Agency, without obligation to pay interest thereon, until completion of the Improvements as hereinafter defined; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and Federal laws and requirements under which the Ky R-31, Jonesville Project has been undertaken and is being assisted, and

WHEREAS, the Agency, on the basis of the foregoing, and the undertakings of the Redeveloper pursuant to this Agreement, is willing

to sell the Property to the Redeveloper and to do so at a price permitting its redevelopment in accordance with the provisions of the Redevelopment Plan and this Agreement:

NOW THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, do covenant and agree that:

GENERAL TERMS OF CONVEYANCE OF PROPERTY

1. (a) Subject to all the terms, covenants, and conditions of this Agreement, the Agency will convey the Property to the Redeveloper upon payment in full by the Redeveloper, which payment the Redeveloper hereby agrees to make, of a purchase price in the amount of one hundred ninety one thousand seven hundred and fifty Dollars (\$191,750), and the Redeveloper will purchase the Property within 30 days after written notice from the Agency that the Property is available.

(b) The Agency will convey title to the Property to the Redeveloper by General Warranty Deeds (herein collectively called "the Deed"). Such conveyance and title shall, in addition to the condition subsequent hereinafter provided for and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

I. The following easements:

a. A 15 feet of right of way now occupying what is now Lincoln Avenue and carrying an existing 24-inch sanitary sewer, a 6-inch water line, and existing high voltage power line.

b. A 10-foot easement presently servicing to carry an electric line and providing vehicular access between the Russellville Road and the electric sub-station of the Bowling Green Electric Plant Board.

c. The proposed 15-foot utility to provide for the proposed sanitary sewer line and pumping station of the Bowling Green Water-Sewer Department.

d. All existing streets and highways

e. The proposed extension of Adams Street and the proposed highway connections in the project area.

II. The following permitted used:

Educational uses and uses supporting, or

accessory to, educational uses by Western Kentucky State College and street right-of-ways shall be the only uses permitted in the Project Area.

III. Specifically prohibited uses:

Transient housing as a redevelopment use is specifically prohibited.

IV. Additional Restrictions:

a. Setback - No building shall be placed closer to the right-of-way of any existing or planned street than one-half the right-of-way width or thirty-five (35) feet whichever is greater.

b. Parking - Off-street parking shall be provided for each use in the Project Area according to the following schedule.

I. Married Student Housing - One space per unit.

II. Dormitories - One space for each four (4) beds.

III. Places of Assembly - One space for each ten (10) seats available at maximum capacity.

IV. Other Uses - Adequate to serve the intended use.

c. Loading - Every building or structure shall provide adequate space for loading or unloading of vehicles off of the street or public alley.

V. Exception - There is excepted from the above described property a parcel of land owned by the Bowling Green Electric Plant Board and used as a site for a sub-station and is not intended for acquisition by the Agency and consequently not to be conveyed to the Redeveloper.

VI. Plan - It is understood and agreed by the Agency and the Redeveloper that the Deed of Conveyance shall be subject to the Jonesville Urban Renewal Plan Project Number Ky R-31 as approved by the Agency, the General Council of the city of Bowling Green, Kentucky, and the Urban Renewal Administration of the House and Home Finance Agency of the United States, and said plan is made a part of this agreement.

(c) The Agency will deliver the Deed and possession of the Property to the Redeveloper on June 30, 1966, or on such earlier date subsequent to June 30, 1966, as the Redeveloper may designate

by 30 days prior notice in writing to the Agency. Conveyance shall be made at the principal office of the Agency, City Hall, Bowling Green, and the Redeveloper hereby agrees to accept such conveyance and to pay the Agency at the aforesaid time and place the purchase price in full in the form of cash.

(d) (1) The Agency agrees to furnish a satisfactory Opinion of Title to the property which it shall convey to the Redeveloper.

(II) The Redeveloper agrees to pay the Clerk for the recording of the Deed from the Agency to the Redeveloper and agrees to pay for any stamps required on the Deed from the Agency to the Redeveloper.

PREPARATION OF LAND FOR REDEVELOPMENT

2. (a) The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for purposes of the redevelopment thereof by the Redeveloper. Such preparation shall consist of:

I. The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

II. The removal by the Agency or by appropriate public bodies or public utility companies of all paving (including curbs and gutters, sidewalks, and utility lines, installations, facilities, and related equipment) within or on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan;

III. Such filling and grading and leveling of the land (but not including top soil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper (it being intended that such filling, grading, and leveling conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon). All expenses relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such buildings or structures shall belong to, the Agency.

(b) The Agency shall, without expense to the Redeveloper of public assessment against the Property, and prior to the completion of the improvements as hereinafter defined provide, provide for or secure;

(I) The paving and improving, by the Agency itself or by the City or other public agencies in accordance with the Cooperation

Agreement dated December 2, 1963, between the Agency and the City and in accordance with the usual technical specifications and standards of the City, of such streets and the street lighting and sidewalks in such public rights-of-way, as are to be provided pursuant to the Redevelopment Plan;

(II) The installation and relocation by the Agency itself or by appropriate public bodies or public utility companies of such sewers, drains, water and gas distribution lines, and electric, telephone, and telegraph installations as are to be installed or relocated pursuant to the Redevelopment Plan; and

(III) The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the rezoning of such Areas in accordance with the Redevelopment Plan; Provided, That the Redeveloper will, upon request by the Agency, subscribe to and join with the Agency in any petitions and proceedings required for such vacations, dedications, and rezoning.

CONSTRUCTION OF IMPROVEMENTS

3. (a) Plans and specifications and all work by the Redeveloper with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Redevelopment Plan and this Agreement, and all applicable State and local laws and regulations. As of the date of purchase, and as a condition precedent to the obligation of the Agency to convey the property to the Redeveloper, the Redeveloper shall submit to the Agency, for approval by the Agency, plans (hereinafter called "The Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, only in sufficient completeness and detail to show that such improvements and the construction thereof will be in accordance with the provisions of the Redevelopment Plan. The Agency shall, if such Construction Plans conform to the provisions of the Redevelopment Plan, formally approve such plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required. Such Plans shall, in any event be deemed approved unless written rejection thereof by the Agency in full or in part, shall be made within thirty (30) days after their submission to the Agency.

(b) The Redeveloper agrees for itself, and its successors and assigns, to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopments thereon, and that such construction shall in any event be begun within 6 months from the date of the Deed and be completed within 2-1/2 years

from such date. It is intended and agreed, and the Deed shall so expressly provide, the agreements and covenants shall be covenants running with the land.

4. (a) Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) All certifications provided for in this section shall be in such form as will enable them to be recorded with the Warren County Clerk's Office. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this section, the Agency shall, within 90 days after written request by the Redeveloper provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certificates.

LAND USES

5. (a) The Redeveloper agrees for itself, and its successors and assigns forever to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

I. Devote the Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan, as hereafter amended and extended from time to time; and

II. Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, or national origin in the sale, lease or occupancy thereof.

(b) It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation,

legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the Bowling Green Planning and Zoning Commission, the City, and any successor in interest to the Redeveloper of the Property or any part thereof against the Redeveloper, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Agreement and covenant provided in clause (a) (I) shall remain in effect until 1984 (at which time such agreement and covenant shall terminate) and that provided in clause (a) (II), shall remain in effect without limitations as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

(c) In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that the Agency shall be deemed a beneficiary of the agreements and covenants provided in subsection (a) of this section both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency has at any time been, remains, or is owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

6. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holdings; and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency. The Agency shall be entitled to

require as conditions to any such approval that the proposed transferee have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper: PROVIDED, That in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

REMEDIES

7. In the event of any default in or breach of this Agreement or any of its terms or conditions, by either party thereto or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in event, within 60 days after receipt of such notice. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, Proceedings to compel specific performance by the party in default or breach of its obligations, and in case of the Agency, the right to apply the deposit to and in payment of the damages suffered by it as a result of the default or breach.

8. In the event that:

(1) The Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within ninety days after written demand by the Redeveloper,

(2) then this agreement shall, at the option of the Redeveloper, be cancelled, and the Redeveloper shall be entitled to a return of the Deposit, and neither the Agency nor the Redeveloper shall have any further rights or liabilities to the other under this Agreement.

9. In the event that:

(1) Prior to conveyance of the Property to the Redeveloper and in violation of this Agreement the Redeveloper (or and successor in interest) assigns or attempts to assign this agreement or any rights therein or in the property; or

(2) the Redeveloper does not submit Construction Plans, or the Redeveloper does not pay the purchase price for, and take title to, the Property upon proper offer of conveyance by the Agency pursuant to this

Agreement, and any such default or failure shall not be cured within 190 days after written demand by the Agency.

(3) Then this agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Agency or the Property, shall at the option of the Agency, be terminated by the Agency, in which event the Deposit of % of the purchase price shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under this Agreement.

10. It is understood and agreed between the parties to this agreement that the land dispositioned by the Agency to the Redeveloper will include such terms and conditions as will be necessary or advisable to insure redevelopment of the project area and its uses thereafter in accordance with the Urban Renewal Plan. Such provisions will be contained in such contracts, deeds, or other instruments irrespective of whether or not they duplicate in whole or in part requirements of existing or proposed zoning ordinances or other local laws or regulations with respect to the project area so that these obligations may operate independently under such zoning and other laws or regulations. Such contracts, deeds or other instruments, including this agreement will and do obligate the Redeveloper and their successors and interest to:

(a) devote the parcels owned by them to and only to the uses specified in the Urban Renewal Plan,

(b) make no changes in such improvements after completion of the construction that are not in conformity with this plan,

(c) not effect or execute any agreement, lease, conveyance or other instrument whereby any parcels in the project area owned by them are restricted upon the basis of race, religion, color or national origin in the sale, lease or occupancy thereof (this obligation is to be effective without limitation as to time regardless of any termination date provided with respect to any provisions of this plan.

And in the event that subsequent to the conveyance of the property or any part thereof to the Redeveloper and prior to the completion as certified by the Agency, the Redeveloper (or successor and interests) shall default or violate its obligation with respect to the construction of the improvements or the above mentioned obligation, the Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this section including injunctive relief and specific performance: PROVIDED, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its

rights under this section shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved; nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this section be treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this section or with respect to the particular default except to the extent specifically waived.

11. For the purpose of any of the provisions of this Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligation with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay; PROVIDED, that the party seeking the benefit of the provisions of this section, shall, within 30 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

MISCELLANEOUS PROVISIONS

12. No member, official or employee of the Agency shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Agency shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

13. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

I. in the case of a notice or communication to the Redeveloper, is addressed as follows:

and

II. in the case of a notice or communication to the Agency, is addressed as follows:

Executive Director of Urban Renewal and Community Development
Agency of the City of Bowling Green, Kentucky
City Hall
Bowling Green, Kentucky

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this section.

14. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

15. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16. This Agreement is executed in 12 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

17. Be it specifically stipulated that the Redeveloper will comply with all State and Local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the property, and this provision constitutes a covenant running with the land under the conditions aforesaid and binding upon the Redeveloper and every successor in interest to the property.

18. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of the Section, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized

in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Redeveloper has caused its corporate name to be hereunto subscribed by the Chairman of its Board of Regents and its corporate seal to be hereunto affixed and said seal to be attested and this Agreement to be countersigned by the Secretary of its Board of Regents.

(SEAL)

URBAN RENEWAL COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF BOWLING GREEN
KENTUCKY

ATTEST:

BY: _____
CHAIRMAN

(SEAL)

BOARD OF REGENTS OF WESTERN KENTUCKY
STATE COLLEGE AT BOWLING GREEN,
KENTUCKY

ATTEST:

BY:

CHAIRMAN

COUNTERSIGNED:

SECRETARY, BOARD OF REGENTS

The motion was seconded by Dr. Edds, and upon roll call,
the vote was as follows:

Aye: Butler, Lawrence, Harlin, Poland, Keen, Edds,
Gilbert

Nay: None

The Loan Agreement by and between the Federal Housing
and Home Administration and Western Kentucky State College for the
financing of the enlargement and reconstruction of the Paul L. Garrett
Student Center in the amount of \$1,350,000 was presented by President
Thompson. Dr. Edds moved adoption of the following resolution:

RESOLUTION

That the Loan Agreement, between Western Kentucky
State College and the Housing and Home Finance Agency,
Project No. CH-Ky-73 (S), contract No. H-302-1621, having
been submitted to the Board of Regents by President Thompson,
be hereby ratified as executed. This ratification includes the
signing of the aforementioned contract No. H-302-1621, by
Mr. Wendell P. Butler, Chairman of the Board.

The motion was seconded by Mr. Harlin, and upon roll call,
the vote was as follows:

Aye: Butler, Lawrence, Harlin, Poland, Keen, Edds,
Gilbert

Nay: None

At this point, Chairman Butler had to leave the meeting in order to meet his departure schedule for Frankfort, and Vice Chairman Lawrence assumed the chair.

Following a discussion regarding the inadequacy of the Regents authorized scholarships to cover the present student registration fees, Mr. Poland moved that the scholarships be increased from \$50.00 per semester to \$75.00 (\$100.00 per year to \$150.00). The motion was seconded by Dr. Edds, and upon roll call, the vote was as follows:

Aye: Lawrence, Harlin, Poland, Keen, Edds, Gilbert

Nay: None

In other business, President Thompson reported on the plan for payment of expenses to be incurred by the football team and coaching staff, band, and cheerleaders (and chaperones), participants in the Tangerine Bowl game in Orlando, Florida, on December 7. The plan, which met with the approval of the Board, called for all expenses in connection with the football team's trip to Florida to be paid from the \$10,000.00 flat guarantee, and for the expenses of the Band to be paid separately from College Account No. 500-3.

There being no further business, on motion by Dr. Edds, seconded by Dr. Gilbert, the meeting adjourned at 4:30 o'clock.

Wendell P. Butler
Chairman

Georgia Bates
Secretary