

Minutes of the Meeting of the Executive Committee of the Board of Trustees, University of Kentucky, for Wednesday, March 11, 1925.

The Executive Committee of the Board of Trustees of the University of Kentucky met Wednesday, March 11, 1925, in the office of President McVey with the following members present: Judge R. C. Stoll, Chairman, Senator H. M. Froman, and Superintendent McHenry Rhoads.

Upon motion duly seconded and adopted, the reading of the minutes of the previous meeting was dispensed with.

The Business Agent submitted the following report which was ordered filed:

March 11, 1925

Dr. Frank L. McVey
University of Kentucky

Dear Doctor McVey:

I am submitting herewith financial report for February 1925.

This report shows receipts from State Treasurer of \$479,513.62. On March 7 we received a check for February collections of \$36,865.13. That brings the total to \$516,378.75, making the amount received to date \$66,378.75 in excess of the amount budgeted. The amount given above includes inheritance tax. This surplus probably will be increased \$30,000 or more by further receipts, and a study of the budget indicates that the excess of receipts over expenditures for the current fiscal year will probably reach \$100,000. A recent decision of the Court of Appeals relative to the act changing the tax rate may have some bearing on the receipts of the University.

We have reduced the Louis des Cognets notes on the stadium to \$21,500.

Very truly,

D. H. Peak
Business Agent

EXHIBIT "B"Statement of Income and Expenditures
Month of February 1925

	<u>Previously Reported</u>	<u>Current Month</u>	<u>Fiscal Year To date</u>
General Fund Income			
Federal Appropriation	\$42,750.00		\$42,750.00
Vocational Educa. Board	4,999.36		4,999.36
General Educa. Board	2,950.00		2,950.00
Special Agri. Appro.	16,028.26		16,028.26
State Tax	237,877.78	241,635.84	479,513.62
Int. on Liberty Bonds	850.00		850.00
Int. on Endowment Bonds	8,644.50		8,644.50
Chemistry Bldg. Fund (Int. on Bingham Tax)	5,636.67		5,636.67
Student Fees	50,927.81	32,272.38	83,200.19
Stu. Fees - Summer School	18,032.00		18,032.00
Stu. Fees - Veterans Bur.	420.34		420.34
Stu. Fees - Univ. High	3,535.00	240.00	3,775.00
Stu. Fees - Univ. Exten.	8,642.22	565.00	9,207.22
Miscellaneous	1,898.27	144.45	2,042.72
Rentals	2,929.00	724.00	3,653.00
Total	<u>406,121.21</u>	<u>275,581.67</u>	<u>681,702.86</u>
Expenditures			
Instruction	273,948.24	42,009.29	315,957.53
Administration Exp.	82,056.38	10,042.59	92,098.97
Additions & Betterments	12,237.95	526.15	12,764.10
Total	<u>368,242.57</u>	<u>52,578.03</u>	<u>420,820.60</u>
Excess of Inc. over Expend.	<u>37,878.64</u>	<u>223,003.64</u>	<u>260,882.28</u>
Patterson Hall Income			
Board	25,048.67	9,241.20	34,289.87
Room Rent - Summer School	2,192.85		2,192.85
Total	<u>27,241.52</u>	<u>9,241.20</u>	<u>36,482.72</u>
Expenditures			
Expense	23,937.21	3,928.35	27,865.56
Additions & Betterments	1,268.10		1,268.10
Total	<u>25,205.31</u>	<u>3,928.35</u>	<u>29,133.66</u>
Excess of Inc. over Exp.	<u>2,036.21</u>	<u>5,312.85</u>	<u>7,349.06</u>
General Fund Income	433,362.73	284,822.87	718,185.60
General Fund Expenditures	<u>393,447.88</u>	<u>56,506.38</u>	<u>449,954.26</u>
Excess of General Fund Inc. over Expend.	39,914.85	228,316.49	268,231.34

Excess of Rec. over Exp. for Gen. Ledger Acct.	<u>1,726.10</u>	<u>3,210.16</u>	<u>4,936.26</u>
Excess of Rec. over Exp. for fiscal year to date -- Gen. Fund	<u>41,640.95</u>	<u>231,526.65</u>	<u>273,167.60</u>
Excess of Rec. over Exp. for fiscal year to date -- Gen. Fund			273,167.60
Cash in Bank July 1, 1924 - Gen. Fund			(105,376.62)
Cash in Bank Feb. 28, 1925 - Gen. Fund			<u>167,790.98</u>
Trust Fund Income			
Student Loan Fund	2,866.36	175.91	3,042.27
Civilian Rehabil. Fund	135.40		135.40
Total Income	<u>3,001.76</u>	<u>175.91</u>	<u>3,177.67</u>
Student Notes Paid	4,038.50	554.00	4,592.50
Total Receipts	<u>7,040.26</u>	<u>729.91</u>	<u>7,770.17</u>
Expenditures			
Expense	179.40		179.40
Student Notes	4,428.00	1,546.00	5,974.00
Notes Payable	2,000.00		2,000.00
Total	<u>6,607.40</u>	<u>1,546.00</u>	<u>8,153.40</u>
Excess of Exp. over Rec.	<u>432.86</u>	<u>(816.09)</u>	<u>(383.23)</u>
Excess of Exp. over Rec. for the fiscal year to date - Trust Fund			(383.23)
Cash in Bank July 1, 1924 - Trust Fund			689.64
Cash in Bank Feb. 28, 1925 - Trust Fund			<u>306.41</u>
Experiment Station Income			
Hatch - Federal Appro.	11,250.00		11,250.00
Milk & Butter - Cash Rec.	7,714.87	1,282.50	8,997.37
Beef Cattle Sales	1,297.05	250.00	1,547.05
Dairy Cattle Sales	232.47	8.00	240.47
Sheep Sales	961.37	93.88	1,055.25
Swine Sales	1,203.10	169.05	1,372.15
Poultry Sales	1,653.69	246.46	1,900.15
Farm Produce Sales	2,821.04	808.90	3,629.94
Horticultural Sales	1,337.80	6.00	1,343.80
Seed Test	111.00	9.00	120.00
Rentals	3,076.67	113.66	3,190.33
Miscellaneous	575.10	78.50	653.60
Fertilizer - Fees	10,682.25	2,651.25	13,333.50
Public Service - St. Appr.	9,000.00		9,000.00
" " - Misc.	120.85		120.85
Feeding Stuffs - Fees	27,962.08	5,331.50	33,293.58
Adams - Fed. Appro.	11,250.00		11,250.00
Serum - Sales	2,035.77	363.42	2,399.19
" - Virus Sales	107.10	16.65	123.75

Serum -- Supply Sales	45.65	9.80	55.45
" -- Misc.	82.89	22.40	105.29
State Appropriation	42,721.01		42,721.01
Creamery - License Fees	3,024.50	81.00	3,105.50
" - Testers' Licenses	1,157.50	66.00	1,223.50
" - Glassware Tested	332.71	5.43	338.14
Robinson - St. Appro.	12,520.94		12,520.94
Total	<u>153,277.41</u>	<u>11,613.40</u>	<u>164,890.81</u>

Expenditures

Expense	154,270.34	25,112.76	179,383.10
Additions & Betterments	9,592.54	641.37	10,233.91
Total	<u>163,862.88</u>	<u>25,754.13</u>	<u>189,617.01</u>
Excess of Exp. over Inc.	<u>(10,585.47)</u>	<u>(14,140.73)</u>	<u>(24,726.20)</u>
Excess of Exp. over Inc. for fiscal year to date - Exp. Sta.			(24,726.20)
Cash in Bank July 1, 1924 - Exp. Sta.			<u>31,190.86</u>
Cash in Bank Feb. 28, 1925 - Exp. Sta.			<u>6,464.66</u>

Extension Division Income

Federal Smith-Lever	76,120.65	76,120.65	152,241.30
Federal Supplementary	22,550.46	22,550.47	45,100.93
State Smith-Lever	72,611.96		72,611.96
County & other Funds	2,872.83	50.00	2,922.83
Total	<u>174,155.90</u>	<u>98,721.12</u>	<u>272,877.02</u>

Expenditures

Expense	191,932.53	27,024.67	218,957.20
Excess of Inc. over Exp.	<u>(17,776.63)</u>	<u>71,696.45</u>	<u>53,919.82</u>
Excess of Inc. over Exp. for fiscal year to date - Ext. Div.			53,919.82
Cash in Bank July 1, 1924 - Ext. Div.			<u>1,352.61</u>
Cash in Bank Feb. 28, 1925 - Ext. Div.			<u>55,272.43</u>

Summary

General Fund Income	433,362.73	284,822.87	718,185.60
Trust Fund Income	3,001.76	175.91	3,177.67
Experiment Sta. Inc.	153,277.41	11,613.40	164,890.81
Extension Div. Inc.	174,155.90	98,721.12	272,877.02
Total	<u>763,797.80</u>	<u>395,333.30</u>	<u>1,159,131.10</u>
General Fund Exp.	393,447.88	56,506.38	449,954.26
Trust Fund Exp.	179.40		179.40
Exp. Sta. Expend.	163,862.88	25,754.13	189,617.01
Ext. Div. Expend.	191,932.53	27,024.67	218,957.20
Total	<u>749,422.69</u>	<u>109,285.18</u>	<u>858,707.87</u>
Excess of Inc. over Exp.	14,375.11	286,048.12	300,423.23
Excess of Rec. over Exp. for Gen. Ledger Accts.	<u>(663.40)</u>	<u>2,218.16</u>	<u>1,554.76</u>

Excess of Rec. over Exp. for fiscal year to date -- Combined Fund	<u>13,711.71</u>	<u>288,266.28</u>	<u>301,977.99</u>
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Excess of Rec. over Exp. for fiscal year to date - Combined Fund			301,977.99
Cash in Bank and on hand July 1, 1924 - Combined Fund			<u>(70,643.51)</u>
Cash in Bank and on hand Feb: 28, 1925 - Combined Fund			<u>231,334.48</u>

Abstract of item shown on Statement of Income and Expenditures for "Excess of Receipts over Expenditures for General Ledger Accounts \$1,544.76."

	<u>Debit</u>	<u>Credit</u>
Accounts Receivable		7,943.15
Insurance Paid in Advance	259.40	
Notes Payable	2,000.00	
Sundry Accounts	2,747.49	
Student Notes	<u>1,381.50</u>	
	6,388.39	7,943.15
		<u>6,388.39</u>
		<u>1,544.76</u>

Upon motion duly seconded and adopted, the Business Agent of the University was authorized to take up and pay certain notes that the University gave to Louis des Cognets and Company for stadium construction, and held by the First and City National Bank amounting to \$21,500.

Upon motion duly seconded and adopted, the President and the Business Agent were authorized to renew a series of notes amounting to \$20,000, and given by the University to the Blanchard-Crocker Company for construction work on the Men's Gymnasium.

Upon motion duly seconded and adopted, the Business Agent and the President were authorized to renew notes given by the University for money borrowed from the Kentucky Memorial Fund, and used in the construction of the stadium.

President McVey reported to the Committee that preliminary steps had been discussed looking toward the establishing of a new dormitory for women. He stated in this connection that Professor Walter K. Patterson had previously offered to deed to the University a plot of ground lying just south of Patterson Hall on condition that the University would pay to him a leasal of \$500 a year during his life time and \$5,000 to his estate at his death.

The President further reported that certain overtures had been entered into looking toward financing such a building, but that these

had by no means reached such a status as to make it possible to detail them at this time.

Upon motion duly seconded and adopted, the President was authorized to proceed toward completion of these negotiations and report the result of his work to the Committee at a subsequent meeting. In this connection the Executive Committee indicated that it was the sense of that body that the lease indicated affecting the Patterson property should be entered into at once.

President McVey reported that the University was in position to take advantage of the provisions of the Purnell Bill which provides for enlargement of facilities of experiment stations in the United States, putting at their disposal amounts of money running from \$20,000 the first year through succeeding years to an amount equal to \$60,000, specifying the type of work demanded of such experiment stations as take advantage of it, among these requirements being experiments in better marketing, better home life, and other sociological and community projects.

President McVey said that in order that the University might take advantage of the provisions of this plan it was necessary under the law that Governor Fields send a statement to the Federal Government setting forth willingness on the part of the University to accept the conditions of the bill, and to this end he asked permission of the Board to submit the matter to the Governor.

It was moved and seconded and duly adopted that the President make formal request of the Governor that he take the necessary steps for the University to enjoy the provisions of the Purnell Bill.

Mr. J. Pelham Johnston, attorney for the University, reported that a settlement had been made with one, Clay Watkins, permitting the said Watkins to cross property in Breathitt County belonging to the Robinson tract of University experiment land. Mr. Johnston reported that Mr. Watkins' land so lies that he is out off from access to it but that Watkins himself claimed right to cross this property to get onto his own land; that a gate had been put up and efforts made to prevent such crossing, but that these efforts had failed; that after discussing the matter with Watkins and the Director of the Experiment Station, he found an agreement could be reached by which all friction might be allayed and both parties benefitted.

Mr. Johnston said this agreement, briefly stated, contemplated that Watkins pay to the University \$1; that he turn over to the Experiment farm 100 black locust posts and furnish certain gate fastenings; the Experiment Station to build a fence along the road, but Watkins to do the necessary road repairing for one year. He said that in this agreement it was also proposed that Watkins be

allowed the use of a certain barn site that he had been using on the Experiment Station property.

Mr. Johnston submitted a written agreement which had been duly signed by the parties on both sides.

Senator Froman then moved that the settlement reported by Mr. Johnston be approved; that R. C. Stoll be authorized to execute this contract on behalf of the University, whereupon the said Stoll did execute the same then and there in the presence of Cella Taylor, a notary public. The motion was put upon its passage and adopted unanimously.

This contract of agreement as executed is as follows:

THIS INDENTURE made and entered into this the 24th day of February, 1925, by and between the University of Kentucky, a corporation created under the laws of Kentucky, party of the first part and Clay Watkins of Quicksand, Breathitt County, Kentucky, party of the second part.

WITNESSETH that the said party of the first part for the consideration hereinafter stated hereby grants to the said party of the second part the privilege of passing over and through the Robinson Sub Experiment Station property in Breathitt County, Kentucky, from the mill of the party of the second part on Rose Branch to the County road on the north bank of the Kentucky river at Quicksand, Kentucky, over and along a strip of land 16 feet wide, which was formerly the road bed of the Morbray and Robinson Railroad, for the purpose of delivering lumber from the said mill of the party of the second part, for the term beginning with the date hereof to and including the 31st day of December, 1925; upon the following terms and conditions, to-wit:

1. That for the privileges hereby granted, including the lease of the barn herein contained, the party of the second part has paid to the party of the first part the sum of \$1.00 the receipt of which is hereby acknowledged by the party of the first part, and the said party of the second part further agrees to furnish and deliver to the party of the first part at a point or points along the strip of land he is hereby granted the privilege of hauling over said point or points to be designated by the superintendent of said Robinson Sub Experiment Station 100 Black Locust posts, (6") six inches in diameter and (7 ft.) seven feet long, and also (3) three gate patterns for gates 7 feet high, by 12 feet wide, within thirty days (30) from the date hereof; and in the event the party of the second part fails to furnish and deliver said posts and said gate

patterns as hereby agreed, within said 30 days period, then all rights and privileges hereby granted to party of the second part shall cease and determine.

2. The said party of the second part hereby agrees that he will put the strip of land over which he is hereby granted the privilege of hauling, in proper shape for said hauling, and during the entire term of the privileges hereby granted keep the same in such condition, all at his own expense.

3. The said party of the second part further agrees that he will not haul over or go upon any of the land of the party of the first part except that herein specified, and that he will not injure or damage any of the property of the party of the first part; and in the event that any damages result to the party of the first part from the exercise by the party of the second part his agents, servants or employees, of the privileges hereby granted, the party of the second part will pay such damages to the party of the first part.

For the consideration herein stated the party of the first part hereby leases to the party of the second part the land now covered by a barn erected by the party of the second part on the property of the party of the first part, on Rose Branch in Breathitt County, Kentucky, and near the above mentioned mill of the party of the second part, for the term from the date hereof to and including the 31st day of December, 1925; and the said party of the second part hereby agrees that before or immediately upon the expiration of the term of this lease of said land, he will remove said barn from the property of the party of the first part; and the party of the second part hereby releases unto the party of the first part all right, claim and interest in and to the tract of land upon which said barn was erected.

IN TESTIMONY OF ALL WHEREOF the party of the first and second part have hereunto set their hands the day and year first above written.

UNIVERSITY OF KENTUCKY

Attest: Enoch Grehan
Secretary, Board of
Trustees

By Richard C. Stoll
Chairman of the Ex-
ecutive Committee

Clay Watkins

STATE OF KENTUCKY

SS

COUNTY OF FAYETTE

I, Cella Taylor, a Notary Public within and for the State and County aforesaid, whose commission expires on the 22d day of July, 1928, hereby certify that the foregoing instrument of writing was this day produced before me in my county and acknowledged and delivered by The University of Kentucky by Richard C. Stoll, the Chairman of the Executive Committee of said University of Kentucky to be the act and deed of said University of Kentucky a party thereto. Given under my hand and Notarial seal the 11th day of March, 1925.

SEAL

Cella Taylor
Notary Public, Fayette
County, Kentucky

STATE OF KENTUCKY

SS

COUNTY OF BREATHTITT

I, B. C. Sewell, a Notary Public within and for the State and County aforesaid, whose commission expires on the 4th day of February, 1928, hereby certify that the foregoing instrument of writing was this day produced, acknowledged and delivered before me in my said county by Clay Watkins, a party thereto, to be his voluntary act and deed.

Given under my hand and Notarial seal this the 4th day of February, 1925.

SEAL

B. C. Sewell
Notary Public, Breathitt
County, Kentucky

President McVey reported that a question had arisen concerning payment of certain taxes on Experiment Station land belonging to the University, and lying in Knott County. Without objection, Mr. Johnston was authorized and empowered to take up and settle this matter.

The firm of Coolidge and Shattuck, Boston Architects, presented the following bill for services in making and revising plans for the chemistry building:

Boston, Massachusetts
March 6, 1925

University of Kentucky
To Coolidge and Shattuck, Dr.
Architects

For Professional services rendered in making changes in plans for Chemistry Building, University of Kentucky, Lexington, Kentucky, as per instructions of President McVey of June 23, 1924, \$2,858.90. 2 x \$1,429.45, the cost of draughtmen's time on changes.

University of Kentucky
To Coolidge and Shattuck, Dr.

For Professional services rendered on account of Chemistry
Building for the University of Kentucky, Lexington, Kentucky,
\$5,475.69

3% on \$182,523, the amount of contracts.

General construction, J. T. Jackson Lumber Co.,	\$119,997.00
Plumbing, J. J. Fitzgerald and Co.,	19,310.00
Heating & ventilating, J. J. Fitzgerald & Co.,	21,900.00
Electric, Brock-Anderson Electric Co.,	<u>21,316.00</u>
	182,523.00

Electrical engineering services in connection with additions to Chemistry Building, 4.2% of Electrical Contract \$21,316.00	895.27
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Revising electrical plans in connection with University of Kentucky, 2 Times Draughtsman and Engineer's time	302.98
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Plans and specifications in connection with Heating and Ventilating additions to present system - Chemistry Building - based on awarded contract. 4.2% of \$21,900	919.80
Extra charge for revisions of plans to conform with changes made by architects, based on two times draftsmen's labor, 2 times \$279.36	558.72

Upon motion duly seconded and adopted, the President and the
Business Agent were authorized to pay the foregoing account, if
after checking it over, they found it correct.

President McVey submitted the following letter from Dean
Thomas P. Cooper, Director of the Experiment Station, which is
self-explanatory:

March 7, 1925

President F. L. McVey
University of Kentucky

Dear President McVey:

When the citizens of Caldwell County deeded to the University
the land required for the Western Kentucky Sub Experiment
Station, they divided a part of one farm, leaving approxi-
mately fifty or sixty acres in the back with its only outlet
through our property.

Last week while at the Sub Station, the question came up of the right of way through our property. After going into the matter in some detail, I found that the giving of such right-of-way would be not only a perpetual nuisance, but that it would cut directly through the areas which we wished to use for experimental plots and similar purposes and which, consequently, would be of the greatest value to us. Therefore, I asked Mr. Lowry to enter into negotiations for the purchase of this property.

Arrangements have been made to purchase it for nine hundred dollars. This property contains approximately fifty to sixty acres. There is some little timber on it which will give us posts and which will serve to reduce somewhat the price paid for it.

I wish to recommend that the Board give permission for the purchase of this property, and I trust that authority will be given to proceed with the necessary arrangements. I am sure that under the circumstances, its purchase is advisable.

As I understand it, there is no way by which this purchase can be charged to the appropriation for the Western Kentucky Sub Experiment Station. Therefore, I am recommending that the necessary funds be advanced to the Western Kentucky Sub Station from the farm income of the Experiment Station, and that this sum be repaid to the Experiment Station as the Western Kentucky Sub Station may secure income.

I am attaching a rough sketch showing the location of the land to be purchased.

Very truly yours,

Thomas Cooper
Dean and Director

Upon motion duly seconded and adopted, the purchase of land in question at the price named was authorized.

President McVey submitted the following letter from M. J. Crutcher, Superintendent of Buildings and Grounds, calling for certain corrections in the minutes of the previous meeting of this Committee. Without objection by the Committee, the same were authorized to be made.

March 11, 1925

President F. L. McVey
University of Kentucky

My dear President McVey:

We wish to submit two corrections to the minutes of the regular meeting of the Executive Committee of the Board of Trustees held February 12, 1925, as applied to contract prices by the various bidders on the new Chemistry Building.

At the bottom of page 9, there occurs the item: "These bids deduct \$6,000 for fixtures." This should be stricken out as it has no bearing on the summary of the general contract prices.

On page 10, we wish to correct the total bid prices of the J. T. Jackson Lumber Company to read \$120,397 instead of \$122,652 as shown. The latter figure merely indicates the total cost to the University of their general contract price plus additional bids and bond. The total sum appearing on their contract amounts to \$120,397.

Very truly yours,

M. J. Crutcher
Superintendent of Buildings and Grounds

President McVey reported that he deemed it wise to place certain benches at the north and south sides of the Administration Building laying off thereat plats or small plazas to supply gathering places and seats for students and thus prevent accidents by automobiles running through roadways at the two ends of the building. He reported that a plat had already been made, announced that the cost to the University would be about \$1,500 to \$2,000, and asked permission to proceed with its installment.

Upon motion duly seconded and adopted, the President was authorized to proceed with this plan.

President McVey submitted the following self-explanatory letter from Dean Thomas P. Cooper which was ordered spread upon the minutes:

February 26, 1925

President F. L. McVey
University of Kentucky

Dear President McVey:

This is to inform you that we have been notified by Mr. B. H.

Heide, secretary-manager of the International Livestock Exposition, that a Pullman Company scholarship of \$250 has been awarded to the College of Agriculture for this year. This award is made on account of the winnings and standing of the exhibit of the Experiment Station at the recent International, and represents a cash sum of \$250, which is to be awarded by the College of Agriculture to some worthy student.

Very truly yours,

Thomas Cooper
Dean and Director

The following resignations and appointments were approved:

Resignation of Miss Mary E. Daviess, clerk in the department of horticulture, effective with the close of business February 7, 1925.

Resignation of Miss Emma S. Roseboom, home demonstration agent, Mercer County, effective February 14, 1925.

Resignation of Mr. N. C. Shiver, assistant county agent, Mason County, effective February 28, 1925.

Appointment of Miss Pauline Howard, clerk in the department of horticulture, at a salary of \$85 a month, effective February 9, 1925.

Appointment of Miss Helen Kennedy, Home Demonstration Agent, Mercer County, at a salary of \$166 $\frac{2}{3}$ a month, effective February 1 to June 30, 1925.

Continuation of employment of the following:

\$150 W. M. Howat, county agent, Spencer County, at a salary of a month from March 1, 1925 to February 28, 1926.

\$250 H. F. Link, assistant state agent, Lexington, at a salary of a month, from February 16 to December 31, 1925.

\$196 $\frac{2}{3}$ C. E. Houk, county agent, Garrard County, at a salary of a month from January 1 to December 31, 1925.

\$233 $\frac{1}{3}$ W. D. Sutton, county agent, Hopkins County, at a salary of a month, from February 1 to December 31, 1925.

Miss Anna M. Streed, home demonstration agent, Henderson County, at a salary of \$183.33 $\frac{1}{3}$ a month from March 1, 1925 to February 28, 1926.

\$166 $\frac{2}{3}$ C. V. Bryan, county agent, Taylor County, at a salary of a month, from March 1, 1925 to February 28, 1926.

\$216 $\frac{2}{3}$ G. B. Nance, county agent, Campbell County, at a salary of a month, effective February 16 to December 31, 1925.

Meeting adjourned.

Enoch Grehan
Secretary of the Board