

Minutes of the Meeting of the Executive Committee of the Board of Trustees of the University of Kentucky, Monday, March 22, 1937.

The Executive Committee of the Board of Trustees of the University of Kentucky met in President McVey's office at 10:30 a.m. on Monday, March 22, 1937. The members of the Committee present were Judge Richard C. Stoll, R. Miller Holland, and J. E. Andrews, President Frank L. McVey and D. H. Peak, Secretary of the Board, were present.

1. Approval of Minutes.

The minutes of the meeting of February 24, 1937, were approved as published.

2. Financial Report for February, 1937.

The financial report for February, 1937, was produced by the Business Agent. The report was examined by the Committee and was ordered inserted in the Minutes.

EXHIBIT "B"

Statement of Income and Expenditures
Month of February 1937

	<u>Previously Reported</u>	<u>Current Month</u>	<u>Fiscal Year to Date</u>
General Fund Income			
Federal Appro. - Morrill- Nelson	19,000.00	4,750.00	23,750.00
Vocational Ed. Board	10,947.41	2,058.49	13,005.90
State Appro.-Summer Sch.	8,000.00		8,000.00
Special Agr. Appro.	13,864.72	2,472.43	16,337.15
State Appro.-General	372,258.17	64,070.89	437,338.06
Int. on Peabody Endowment	1,000.00		1,000.00
Int. on Endowment Bonds	12,852.37		12,852.37
State Appro.-Repairs to Buildings	4,936.02	406.70	5,342.72
Federal Appro.-Bankhead- Jones	11,926.56	2,981.64	14,908.20
Student Fees	119,173.21	98,353.57	217,532.78
Student Fees - Sum. Sch.	55,894.53	22.75	55,917.34
Student Fees - Un. H. S.	5,215.00	3,000.00	8,305.00
Student Fees - El. Tr. Sch.	4,225.00	3,340.00	7,565.00
Student Fees - Un. Exten.	9,900.00	1,317.91	11,218.70
Misc. Receipts	3,438.66	720.88	4,168.54
Rentals	1,524.00	125.00	1,649.00

Men's Dormitories	11,213.73	5,463.47	16,677.20
Total	<u>666,370.32</u>	<u>189,197.73</u>	<u>855,568.05</u>
Expenditures			
Instruction	462,587.00	73,880.36	536,467.45
Administration, Exp. and Maintenance	157,183.61	22,309.05	179,492.66
Additions and Better- ments	10,324.36	1,969.43	12,293.79
Total	<u>630,095.06</u>	<u>98,158.84</u>	<u>728,253.90</u>
Excess of Income over Ex- penditures	<u>36,275.26</u>	<u>91,038.89</u>	<u>127,314.15</u>
Patterson Hall Income			
Board	28,609.45	12,969.20	41,578.65
Miscellaneous Receipts	239.89		239.89
Room Rent - Summer Sch.	3,098.10	822.00	3,920.10
Total	<u>31,947.44</u>	<u>13,791.20</u>	<u>45,738.64</u>
Expenditures			
Expense	17,969.40	2,983.68	20,953.08
Additions and Better- ments	123.62		123.62
Total	<u>18,093.02</u>	<u>2,983.68</u>	<u>21,076.70</u>
Excess of Income over Expenditures	<u>13,854.42</u>	<u>10,807.52</u>	<u>24,661.94</u>
General Fund Income	698,317.76	202,988.93	901,306.69
General Fund Expenditures	<u>648,188.08</u>	<u>101,142.52</u>	<u>749,330.60</u>
Excess of General Fund Income over Expendi- tures	50,129.68	101,846.41	151,976.09
Excess of Expenditures over Receipts for General Ledger accounts	<u>(25,120.31)</u>	<u>(5,225.27)</u>	<u>(30,345.58)</u>
Excess of Receipts over Expend. for the fiscal year to date - General Fund	<u>25,009.37</u>	<u>96,621.14</u>	<u>121,630.51</u>
Excess of Receipts over Ex- penditures for the fiscal year to date - General Fund			121,630.51
Cash in Bank July 1, 1936 - General Fund			<u>52,785.93</u>
Cash in Bank February 28, 1937 - General Fund			<u>174,416.44</u>

Experiment Station Income			
Hatch - Federal Appro.	11,250.00		11,250.00
Milk and Butter - Cash Receipts	6,111.87	876.14	7,010.41
Beef Cattle Sales	971.11		971.11
Dairy Cattle Sales	907.31	65.00	949.91
Sheep Sales	1,147.74		1,147.74
Swine Sales	1,344.76	45.00	1,989.76
Poultry Sales	2,082.10	188.80	2,270.90
Farm Produce Sales	2,662.40	276.25	2,938.65
Horticultural Sales	82.55		82.55
Seed Test	589.25	65.05	654.30
Seed Inspection	9,658.64	3,009.59	12,668.23
Rentals	2,938.69	144.67	3,143.36
Miscellaneous	2,106.76	21.66	2,128.42
Fertilizer - Fees	12,765.13	5,718.75	18,483.88
Public Service - St. Appro.	12,016.42	1,673.98	13,690.40
Public Service - Misc.	238.50	90.60	329.10
Feeding Stuffs - Fees	38,006.63	4,986.82	42,993.45
Adams - Federal Appro.	11,250.00		11,250.00
Serum - Sales	1,147.31	290.62	1,437.93
Serum - Virus Sales	64.85	14.55	79.40
Serum - Live Stock	31.57		31.57
Serum - Supply Sales	62.11	10.80	72.91
Serum - Misc. Receipts		8.00	8.00
State Appropriation	29,316.47	4,503.18	33,819.65
Creamery - License Fees	8,161.04	12.00	8,173.04
Creamery - Testers Licenses	2,969.50	34.00	3,003.50
Creamery - Glassware Tested	522.79	79.21	602.00
Robinson - State Appro.	8,831.04	1,281.80	10,112.84
Robinson - Misc. Receipts	2,025.15	248.24	2,273.39
West Kentucky - State Appro.	8,120.89	983.55	9,104.44
West Kentucky - Misc. Rec.	7,748.23	2,390.00	10,138.32
Purnell - Federal Appro.	45,000.00		45,000.00
Bankhead-Jones - Fed. Appro.	29,601.75		29,601.76
Nursery Inspection - State Appro.	1,166.64	166.66	1,333.30
Nursery Inspection - Fees	1,360.00	30.00	1,390.00
Total	<u>262,919.21</u>	<u>27,215.01</u>	<u>290,134.22</u>
Expenditures			
Expense	211,923.66	27,341.86	239,265.52
Additions and Betterments	9,921.81	2,296.80	12,218.61
Total	<u>221,845.47</u>	<u>29,638.66</u>	<u>251,484.13</u>
Excess of Income over Expenditures	41,073.74	(2,423.65)	38,650.09
Excess of Receipts over Expenditures for General Ledger accounts	31,978.66	115.53	32,094.19
Excess of Receipts over Expenditures	<u>73,052.40</u>	<u>(2,308.12)</u>	<u>70,744.28</u>
Excess of Receipts over Expenditures for the fiscal year to date - Experiment Station			70,744.28

Cash in Bank July 1, 1936 - Experiment Station			<u>(7,585.30)</u>
Cash in Bank February 28, 1937 - Experiment Station			<u>63,158.98</u>
Extension Division Income			
Federal Bankhead-Jones	328,230.30		328,230.30
Federal Smith-Lever	148,308.76		148,308.76
Federal Add. Co-op.	12,500.00		12,500.00
Federal Supplementary	39,818.29		39,818.29
Federal Capper-Ketcham	36,800.97		36,800.97
State Smith-Lever	66,459.76	3,969.19	76,428.95
County and Other	13,050.88	144.76	13,195.64
Total	<u>645,228.96</u>	<u>10,113.95</u>	<u>655,342.91</u>
Expenditures			
Expense	<u>386,086.22</u>	<u>56,038.23</u>	<u>442,124.45</u>
Excess of Income over Expen- ditures	259,142.74	(45,924.28)	213,218.46
Excess of Expenditures over Receipts for General Ledger accounts	<u>(47,102.16)</u>		<u>(47,102.16)</u>
Excess of Receipts over Ex- penditures	<u>212,040.58</u>	<u>(45,924.28)</u>	<u>166,116.30</u>
Excess of Receipts over Ex- penditures for the fiscal year to date - Extension Division			166,116.30
Cash in Bank July 1, 1936 - Extension Division			<u>48,500.09</u>
Cash in Bank February 28, 1937 - Extension Division			<u>214,616.39</u>
Trust Fund Income			
Student Loan Fund	2,255.47	601.89	2,947.36
Student Notes Paid	2,314.56	198.49	2,513.05
General Ledger accounts	2,801.70		2,801.70
Total Receipts	<u>7,371.73</u>	<u>890.38</u>	<u>8,262.11</u>
Expenditures			
Expense	3.00	6.00	15.00
Student Notes	72.75	145.00	217.75
General Ledger accounts	8,000.00		8,000.00
Total Expend.	<u>8,081.75</u>	<u>151.00</u>	<u>8,232.75</u>
Excess of Expenditures over Receipts	<u>(7,100.02)</u>	<u>739.38</u>	<u>29.36</u>
Excess of Expend. over Receipts for the fiscal year to date - Trust Fund			29.36
Cash in Bank July 1, 1936 - Trust Fund			<u>7,472.75</u>
Cash in Bank February 28, 1937 - Trust Fund			<u>7,502.11</u>

Summary

General Fund Income	698,317.76	202,988.23	901,306.69
Experiment Station Inc.	262,919.21	27,215.01	290,134.22
Extension Div. Income	645,228.96	10,113.95	655,342.91
Trust Fund Income	2,255.47	691.89	2,947.36
Total	<u>1,608,721.40</u>	<u>241,009.78</u>	<u>1,849,731.18</u>
General Fund Expenditures	648,188.08	101,142.52	749,330.60
Experiment Station			
Expend.	221,845.47	29,638.66	251,484.13
Extension Div. Expend.	386,086.22	56,038.23	442,124.45
Trust Fund Expend.	9.00	6.00	15.00
Total	<u>1,256,128.77</u>	<u>186,825.41</u>	<u>1,442,954.18</u>
Excess of Income over Expenditures	352,592.63	54,184.37	406,777.00
Excess of Expend. over Receipts for General Ledger accounts	(45,442.11)	(5,109.74)	(50,551.85)
Student Loan Fund Notes	<u>2,241.81</u>	<u>53.49</u>	<u>2,295.30</u>
Excess of Receipts over Expenditures for the fiscal year to date - Combined Fund	<u>309,392.33</u>	<u>49,128.12</u>	<u>358,520.45</u>
Excess of Receipts over Expenditures for the fiscal year to date - Combined Fund			358,520.45
Cash in Bank and on hand July 1, 1936 - Combined Fund			<u>103,373.47</u>
Cash in Bank and on hand February 28, 1937 - Combined Fund			<u>461,893.92</u>

Abstract of item shown on statement of Income and Expenditures as "Excess of Expenditures over Receipts for General Ledger accounts \$45,442.11"

	<u>Debit</u>	<u>Credit</u>
Accounts Receivable	21,498.99	
Sundry accounts	23,929.62	
Insurance Paid in Advance	<u>13.50</u>	
	45,442.11	

3. Status of Indebtedness on Buildings.

The following report of the Business Agent was ordered inserted in the Minutes:

Men's Dormitories

The lease on the Men's Dormitories continues for twelve years and five months from March 31, 1937. The payment of \$23,792.40 a year makes the total payment for the period to run \$295,422.30. However, on September 1, 1937, the University has the right to pay off the debt for \$186,660.18. This amount, with the five monthly payments due from March 31, 1937, to September 1, 1937, at \$1,982.70, totaling \$9,913.50, makes a total of \$196,573.68.

Service Building

The amount due on the Service Building, if paid as rent, through a period of nine years to run, is \$56,025.00. The amount due on principal at this date is \$45,000.00.

4. Report of Condition of Dr. James K. Patterson Bequest.

A report on the condition of the Dr. James K. Patterson Bequest was received from the Security Trust Company, and ordered inserted in the Minutes:

March 17, 1937

Hon. D. H. Peak, Business Agent
University of Kentucky
Lexington, Kentucky

Dear Senator Peak:

Your letter of March 16 has been received. We enclose a statement of account of this Company as Executor of the estate of James K. Patterson showing the present status of securities and cash, also the amount of principal and accumulated income. We have given both the value at which these securities are carried on our books for accounting purposes and the present approximate market value of the securities, the latter being furnished in order that the present worth of the fund may be known. If any more detailed statement is desired or any further information wanted we shall be pleased to furnish it upon request.

(Signed) C. N. Manning
President

March 17, 1937

STATEMENT OF ACCOUNT OF SECURITY TRUST COMPANY

EXECUTOR JAMES K. PATTERSON

	<u>Book Value</u>	<u>Approximate Market Value</u>
75 shs. State National Bank, Frankfort, Ky.	\$ 7,500.00	\$ 7,500.00
75 shs. Carolina, Clinchfield & Ohio Ry. Co.	5,887.50	7,500.00
178 shs. First National Bank & Trust Company	9,812.50	18,868.00
168 shs. Inter-Southern Life In- surance Company	224.00	---
35-343/1000 shs. Louisville Trust Company	3,534.30	420.00
\$5000 Carolina, Clinchfield & Ohio Ry. 6s 1952	5,345.00	5,450.00
5000 United Railways of Havana 7½s of 1936	5,495.00	900.00
10000 Southern Railway General Mort- gage 6½s 1956	11,620.00	10,500.00
3000 Henry Oliver First Mortgage 6s of 1939	3,000.00	3,000.00
42500 U.S. Treasury 3½s of 1943-45	42,500.00	45,000.00
22000 U.S. Treasury 2-3/4s of 1948- 51	22,426.24	22,440.00
2000 U.S. Treasury 2-3/4s of 1951- 54	2,000.00	2,040.00
1000 U.S. Treasury 2½s of 1949-53	1,000.00	1,000.00
7000 U.S. Treasury 2-7/8s of 1955- 60	7,000.00	7,210.00
10000 U.S. Treasury 3-1/8s of 1949- 52	10,475.00	10,600.00
4000 Federal Farm Mortgage 3s of 1947	4,056.24	4,120.00
10000 Federal Farm Mortgage 3s of 1949	10,133.13	10,300.00
10000 Pennsylvania Railroad 4½s of 1981	10,168.33	10,500.00
10000 Canadian Pacific Railroad 6s of 1954	10,475.00	10,700.00
4000 Lexington Water Company 5s of 1960	3,910.32	4,000.00

1000	Erie Railroad Company (Genesee) 6s 1957	1,177.50	1,160.00
10000	Consolidated Gas Co. of N.Y. 4½s of 1951	10,300.00	10,600.00
10000	Commonwealth Edison Co. 4s of 1981	10,150.00	10,500.00
6000	Ashland Home Telephone Co. 4½s of 1961	6,000.00	6,180.00
2000	Central Pacific Railway 5s of 1960	2,037.50	2,020.00
3000	Florida Power & Light Co. 5s of 1954	2,977.50	2,760.00
3000	Columbia Gas & Electric Co. 5s of 1952	3,146.25	3,090.00
8000	New Phoenix Company First Mtge. 5% Notes	8,000.00	8,000.00
	6% Mortgage and Lien Notes	10,000.00	10,000.00
	5% Mortgage Notes	10,000.00	10,000.00
TOTAL INVESTMENTS.....		\$240,351.31	\$246,408.00
CASH		7,602.94	7,602.94
TOTAL FUND		\$247,954.25	\$254,010.94

AMOUNT OF PRINCIPAL ----- (BOOK VALUE)-----	\$128,627.13
ACCUMULATED INCOME -----	<u>119,327.12</u>
TOTAL FUND ----- (BOOK VALUE)-----	\$247,954.25

5. Investment of Peabody Fund.

The following report of the Business Agent was, on motion and second, approved, and the transfer of the securities as noted therein was approved and ratified;

Four Kentucky State Warrants numbers H-8900, H-8901, H-8902, and H-8903, dated January 1, 1935, for \$10,000 each, heretofore purchased for investment of the Peabody Fund, were called by the State Treasurer for payment. The custodians, J. E. McFarland and D. H. Peak, by authority granted by the Board of Trustees, presented warrants to the State Treasurer for collection of interest accrued and reinvestment of principal. The interest, \$1,205.56, was placed to the account of operating fund of the College Division.

The new warrants issued by the State Treasurer and now in the hands of the custodians are in amounts, dates and numbers as follows: Series 5 1B 403, 404, 405, and 406, \$10,000 each, dated the first of March, 1937, and due June 1, 1940. Seven coupons are attached to each, the first one for \$100 and the other six for \$150 each, payable on the first of July and first of January, during the periods the warrants are to run.

6. Student Loan Fund.

a. The action of the Business Agent in investment of the Patterson Student Loan Fund as shown by following statement was approved and ratified, on motion and second.

Statement of Business Agent:

As directed by the Executive Committee, \$5000, amount of the Patterson Student Loan Fund, has been invested in Lexington Federal Savings and Loan Association, certificate of deposit No. 603, dated March 20, 1937. The interest on this is payable semi-annually in cash.

The condition of the Student Loan Fund, including the Patterson Loan Fund, now stands as follows:

\$5,000.00	- Lexington Federal Savings and Loan Association.
5,000.00	- Lexington Water Company bonds.
4,600.00	- Three per cent Kentucky State Warrant.
13,184.06	- Savings Account First National Bank and Trust Co., Lexington.
2,947.36	- Cash in Bank.
<u>19,100.60</u>	- Student Notes.
<u>\$49,832.02</u>	

7. Audit of Business Office Accounts.

The Committee on Audit of Business Office accounts was continued.

8. Report of Campus Book Store.

The following report was received and ordered inserted in the Minutes:

July 1, 1936 - January 1, 1937

Sales

July -----	\$3,746.84
August -----	688.85
September -----	33,781.11
October -----	5,413.58
November -----	2,688.66
December -----	<u>2,388.90</u>
	<u>\$48,707.94</u>

10.
COMMISSION APPLIED

Gross Sales Commission ----- \$4,870.73.

Exemptions and deductions -----

Law Textbooks -----	\$83.77
American Library Association-----	4.72
Dr. M. M. White -----	61.30
Young and Averitt -----	12.50
Mr. P. K. Whitaker -----	14.58
Dr. F. C. McFarland -----	15.74
Dr. H. B. Holmes -----	5.36
Mr. B. L. Schick -----	10.45
Dr. E. Z. Palmer -----	12.30
Dr. Harry Best -----	5.76
	\$234.08

Net Cash Return to University
\$4,636.71

SUMMARY OF INVENTORY OF THE CAMPUS BOOK STORE

For January 1, 1937

Books -----	\$ 12,677.27
Student Supplies -----	12,850.84
Requisitions -----	3,398.09
Novelties -----	3,924.72
Cap and Gown -----	600.00
Special Order Shelf -----	6.00
Furniture and Fixtures -----	5,920.05
	\$39,376.97

SUMMARY

January 1937

Agriculture -----	\$ 668.80
Bacteriology -----	122.30
Botany -----	123.50
Chemistry -----	269.25
Economics -----	1509.24
Education -----	330.60
Engineering -----	810.55
English -----	1224.14
Geology -----	202.22
German -----	94.22
French -----	192.72
High School -----	296.76
History -----	196.40
Home Economics -----	292.72
Hygiene -----	51.00
Journalism -----	735.29

Latin -----	54.03
Law -----	659.40
Library -----	160.14
Mathematics -----	367.68
Military -----	255.90
Music -----	247.80
Physical Education -----	135.25
Physiology -----	249.78
Philosophy -----	148.51
Physics -----	450.35
Political Science -----	385.45
Psychology -----	611.61
Public Speaking -----	186.59
Sociology -----	378.75
Spanish -----	143.17
Zoology -----	523.15
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	\$12,677.27

Respectfully submitted,

James Morris
Manager.

9. W. M. Dunn Claim.

President McVey presented a letter of W. M. Dunn, of Lexington, Kentucky, in which he claims that during the year 1930 he furnished dirt for University Training School grounds at the request of the Superintendent of Buildings and Grounds, the price to be paid for the dirt to be \$450.00.

It seems that this claim was never properly presented and that no action has been taken thereon. The Business Agent was ordered to make investigation of all facts in regard to the claim and to report to the Executive Committee or Board of Trustees.

10. Kobert Collection -- Ordered Catalogued.

The collection of Doctor Kobert was placed in the University Museum in accord with resolution passed at the meeting of the Executive Committee on May 22, 1936. Part of the agreement was that the University have the collection catalogued. Professor W. S. Webb states in a letter to President McVey that he has just been able to find some one who can do this work. He recommends that Mr. John Buckner be employed for a period of two months at salary of \$100.00 per month, effective March 1, 1937, for the purpose of cataloguing the material.

On motion of Mr. Holland, seconded by Mr. Andrews, recommendation of Professor Webb for the employment of John Buckner, for purpose, period of time and at salary above stated, was approved and ordered.

11. Purchase of Ladder Jacks Ordered.

In a letter to President McVey, the Superintendent of Buildings and Grounds states:

The time has come when the possession of a sufficient number of adjustable ladder jacks is necessary to the work of this Department. These jacks can be adjusted from 6 ft. to 9 ft. in height and are used to support platforms for ceiling work, such as plastering, painting, general repairs and construction.

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When it comes to painting in Memorial Hall, Library and elsewhere, this equipment is very essential to production. I would like to have enough of these jacks to stage and scaffold a room one-half the size of Memorial Hall, which would take about 50 units. They sell for \$6.00 each delivered, to Lexington. This sounds like a lot of money now I know, but, on the other hand, when one considers the way our work is growing, I don't see how we can afford to do without them much longer.

On President McVey's approval, it was ordered that sufficient number of ladder jacks be purchased to take care of the needs indicated in Superintendent Crutcher's letter.

12. Repairs and Basement Reconstruction.

a. Dormitory Basements

President McVey stated that it is proposed that the basements of the Men's Dormitories be reconstructed so as to provide more rooming facilities. The question was discussed as to desirability of using basements for rooming purposes, as to the cost of such reconstruction, and as to the right of the University to make the changes suggested because of the contract with Security Trust Company. No action was taken.

b. Physics Building

President McVey stated that it is desired that certain changes be made in the Civil and Physics Building, in order to fit it properly for the use of the Department of Physics, when the Engineering Buildings are completed. At present, it was stated, the Department of Physics uses about two thirds of the building, while the Department of Civil Engineering uses the remainder. The question of space needed by the Department of

Physics was discussed, as was also the cost of the changes proposed, and it appeared that the cost of making the changes may be greater than funds available. It further appearing that as the proposed changes are linked with the interests of the College of Engineering and the new construction program, it was decided to refer to Dean Graham the question of plans and estimates on changes, and other matters pertaining thereto.

13. Meredith Memorial Fund

Correspondence:

a. March 19, 1937

Professor R. N. Maxson
University of Kentucky
Lexington, Kentucky

Dear Sir:

At the request of General George B. Duncan, I am enclosing check of Col. Owen R. Meredith for \$700.00 to establish the fund to be known as the

WILLARD R. MEREDITH MEMORIAL FUND.

This check is made payable to Mr. D. H. Peak, Business Agent, University of Kentucky.

(Signed) J. C. Nichols
Vice President.

b. March 20, 1937

President Frank L. McVey
University of Kentucky

Dear President McVey

I am enclosing agreement and declaration of trust for the establishment of the Willard Riggs Meredith Memorial Fund.

You will find Colonel Meredith's address on the letter from the bank.

(Signed) R. N. Maxson

Resolution

On motion and second, the following resolution was passed: "Be it resolved that the gift of Colonel Owen R. Meredith of \$700.00 for the purpose of establishing the William Riggs Meredith Fund be accepted, that President McVey be authorized to execute for the University of Kentucky the declaration of trust for establishment of the fund, which declaration is hereby ordered to be inserted in the Minutes of this meeting as part of this resolution, that President McVey express to Colonel Meredith for the Board of Trustees appreciation of the gift of the fund, and that the fund be invested in suitable securities."

Declaration of Trust

WHEREAS, Col. Owen R. Meredith and his wife, Mrs. Marion Willard Meredith, desire, on certain conditions, to establish a memorial fund in honor of their deceased son, Willard Riggs Meredith, on terms herein below set forth and whereas the University of Kentucky desires to foster the ideals of good citizenship, character and scholarship:

WHEREFORE, be it resolved:

The said Col. Owen R. Meredith, settlor, does hereby give and transfer to the University of Kentucky the sum of Seven Hundred Dollars (\$700.00) to be placed at interest by the said University of Kentucky on the following terms, to-wit:

1. The fund thus established shall be known as the Willard Riggs Meredith Memorial Fund and the principal sum shall be held by the trustee in perpetuity.
2. The annual income therefrom, but no part of the principal, shall be used as a prize to be awarded on the basis of good citizenship, character, scholarship and the promise of service to the country.
3. The award shall be made annually to a senior in the said University graduating with major in Chemistry or in Industrial Chemistry, who shall exemplify in the highest degree the qualities expressed in paragraph 2.
4. The award shall be made in each case by vote of the Chemistry Staff of the College of Arts and Sciences of the University.
5. The fund shall be under the immediate control of the Business Agent of the University, for purposes of investment, and under the general supervision of the Board of Trustees.

6. In the event that in any particular year no such senior, in the opinion of the Chemistry Staff, shall fulfill the requirement of paragraph 2 above, then the said staff shall not be obliged to make an award for that year, but the sum thus accruing may be used in any subsequent year on the same terms, for a second similar award or be added to the sum accruing regularly for the given year to increase such award.

The University of Kentucky hereby, by its President, signifies its acceptance as trustee of the above mentioned sum of Seven Hundred Dollars (\$700.00) to be applied as herein indicated and consents to all the terms herein set forth.

(Signed) Frank L. McVey
President, University of
Kentucky

(Signed) Owen R. Meredith

(Signed) Marion Willard Meredith.

14. Booklet of University Pictures.

President McVey stated that heretofore a booklet of campus and other pictures, illustrative of the University of Kentucky, had been issued, that it proved to be of interest and value to the institution and that he deemed it desirable and of value to the University to issue another such booklet, larger and better in design. He recommended that an order be made for 5,000 booklets, based on the quotation and terms made in the following letter:

March 11, 1937

Mr. Elmer G. Sulzer, Director
Publicity Bureau
University of Kentucky

Dear Mr. Sulzer:

We are pleased to quote you as follows:

5,000 Copies of a 32-page (16 leaves) "picture book", to be printed in black ink, on 70# white Swift Offset, saddle stitched, self covers, trimmed flush - our price on this work including the necessary halftone screening, all art work, Benday effects, composition and proofs, and all other costs of every nature in relation to this publication - 12¢ a book, or a total of \$600.00.

Should this order be increased to 10,000 books, all to be run at the same time, our price will be 9¢ per book, or a total of \$900.00.

The above prices include a liberal allowance for halftone screening which, I am sure, will be ample to cover the requirements of this book. Should our cost of screening be less than the sum we have estimated, I assure you your invoiced cost will reflect this savings.

If we are favored with this order, our Louisville office expects to work very closely with you - preparatory work will, at all times, be available for inspection. All art work and lay-outs will be made right here in Louisville, and, I believe that frequent conferences, both at your office and ours, will prove mutually beneficial and will result in a very beautiful and unusual publication.

Looking forward with the keenest anticipation to the pleasure of working with you on this "picture book", we are

(Signed) Leon M. Stein
District Manager
JOHN S. SWIFT CO., Inc.

Mr. Holland stated that he was very much pleased with the former booklet and believed that another such booklet will be of value to the University. The other members of the Committee concurred in Mr. Holland's opinion, and thereupon he offered a motion, seconded by Mr. Andrews, which motion was duly carried, that a requisition be drawn and sent to the Division of Purchases, Frankfort, Ky., requesting the publication of 5,000 University scene books, and that the quotation of John S. Swift and Company, Louisville, Ky., be submitted with the requisition, together with request for prompt action in making the booklet, as it is needed for immediate distribution.

It was further ordered that payment for the booklet be made from revolving funds, charged to the Department of Publications and that the amount be a budget addition.

15. Survey of the University by Dr. R. A. Hughes.

President McVey stated that, at his request, Dr. R. A. Hughes, President Emeritus of Iowa State College, made a survey of the University and its activities, and has filed a report of his findings, together with recommendations of certain changes that he deemed of value to the University. Doctor McVey stated that, as a whole, the report is complimentary to the University, but that Doctor Hughes suggests that the changes

named in his report will result in definite and worth while savings to the University. He refers especially to the buying, handling and distribution of food for dining halls, recommending central storage, careful and discriminative buying, and installation of daily cost system.

President McVey recommended that a daily cost system be put into operation for a period of two months, beginning April 1, 1937, as a test of its value and efficiency. On motion and second, the President's recommendation was approved. The President was authorized to proceed with the experiment and to make expenditures in employment of personal service, and purchase of supplies for that purpose of an amount sufficient to carry on the project.

President McVey stated further that Doctor Hughes had done the work without compensation and that he refused reimbursement in an amount sufficient to pay his expenses. The President was authorized to express to Doctor Hughes the appreciation of the Board of Trustees for his services.

16. Music Project for Kentucky.

President McVey stated that he had been in conference with Dr. C. A. Lampert, head of the Department of Music, in regard to a State Rural Music Project. Draft of proposed project was presented, but action thereon was deferred.

17. Railway Switch.

At the meeting of the Executive Committee February 24, 1937, an order was entered (See Sec. 21a) relative to the use of railway switch from the Southern Railway System to the Central Heating Plant, and a proposed agreement with the Cincinnati, New Orleans and Texas Pacific Railway Company, was approved and ordered submitted to the chairman of the Board of Trustees for execution.

The agreement was presented at this meeting, March 22, 1937, duly signed by Governor A. B. Chandler, Chairman of the Board of Trustees and attested by D. H. Peak, Secretary of the Board of Trustees, and on motion and second the following resolution was passed:

WHEREAS, at a meeting of the Executive Committee of the University of Kentucky, held at the University on February 24, 1937, a contract, between the University of Kentucky and the Cincinnati, New Orleans and Texas Pacific Railway Company relative to the use of a switch running from the tracks of the railway company to the heating plant of the University was considered; and

WHEREAS, at said meeting said contract was approved and ordered transmitted to the Chairman of the Board of Trustees for execution; and

WHEREAS, the Honorable A. B. Chandler, Chairman of the Board of Trustees of this University, and D. H. Peak, its Secretary, have executed it for and on behalf of the University, and the contract has been executed by the railway company by its Vice President.

NOW, THEREFORE, BE IT RESOLVED, by the Executive Committee of the University of Kentucky, that the action of the Honorable A. B. Chandler, Chairman of the Board of Trustees of the University, and of D. H. Peak, its Secretary, in executing the following contract for and on behalf of this University, to-wit:

AN AGREEMENT, made and entered into this 17th day of March, 1937, by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, hereinafter for convenience styled the Railway Company, party of the first part; and

UNIVERSITY OF KENTUCKY, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, party of the second part,

W I T N E S S E T H:

THAT THE RAILWAY COMPANY, for and in consideration of the covenants of the party of the second part, hereinafter expressed, hereby agrees:

1. That it will, during the life of this agreement, operate with its engines and cars, for the purpose of affording unto the party of the second part facilities for the receipt and shipment of its freights, in carload quantities, over the lines of the Railway Company and its connections, the industrial tracks of the Railway Company, at LEXINGTON, in the State of Kentucky, described as follows, to-wit:

- (a) That portion of the present industrial track known and designated track No. 82-56, extending from the point of switch thereof in a certain other industrial track of the Railway Company serving Liggett and Meyers Tobacco Company, known as track No. 82-41, which said point of switch is 71 feet from the point of connection of said track 82-41 with the so-called Freight Depot Spur of the Railway Company, a distance of 487 feet, more or less, to the point of switch of industrial track No. 82-39.

(b) An industrial spur track, known and designated as track No. 82-39, which springs from the aforesaid track No. 82-56, at a point thereon 487 feet from the point of switch thereof in the said track serving Liggett and Meyers Tobacco Company, and extends thence in a southeasterly direction, across South Upper Street, for a distance of 300 feet, more or less, as shown colored red on the annexed blue print map,

ALL being substantially as shown upon the blue print map of drawing No. 13281, dated May 4, 1936, revised December 4, 1936, hereto annexed and made a part of this agreement; it being understood that cars for loading or unloading by the party of the second part will be placed on that portion of said track No. 82-39 lying southeast of South Upper Street.

AND the PARTY OF THE SECOND PART hereby covenants and agrees in consideration of the advantage to be by it derived from the operation of said industrial tracks:

2. That the title to the said industrial tracks is and shall remain vested in the Railway Company and the Railway Company shall have entire control of said tracks and the operation thereof and may use the same as well for the business of third persons, not parties hereto, as for that of the party of the second part hereto; PROVIDED, however, that such use of said track No. 82-39, shown colored red on the annexed blue print map, for the benefit of third persons shall not unreasonably interfere with the business of the party of the second part,

3. That it will, at its own cost and expense, maintain the said industrial track No. 82-39, shown colored red on said annexed blue print map, at all times during the life of this agreement, in good condition and repair and in all respects in accordance with the reasonable requirements of the Railway Company looking to the safe and convenient operation of engines and cars over and upon the same. If the Railway Company or the party of the second part shall elect that the Railway Company shall furnish materials and perform the work of maintenance of the said track chargeable to the party of the second part as aforesaid, the Railway Company will maintain the same for account of the party of the second part; PROVIDED, however, that the party of the second part shall pay in advance to the Railway Company the cost of such maintenance, from time to time, as required. Upon default by the party of the second part in compliance with its covenants in respect of maintenance of said track, as aforesaid, the Railway Company shall have the right, which is hereby reserved, to discontinue the operation of said track, without liability to the party of the second part, at any time when in its judgment the said track may be unfit or unsafe for operation, and to decline to resume operation thereof until the party of the second part shall have placed the same in proper

condition for operation, or shall have advanced to the Railway Company sufficient funds to pay the cost of any necessary maintenance or repairs.

4. That it will observe and be bound by the rules of the Railway Company for standard clearances, and will at all times keep free and clear of any obstruction whatever the space above said industrial tracks twenty-two (22) feet, measured perpendicularly from the top of the rail in each of said tracks, and the space twenty (20) feet in width measured ten (10) feet each way from the center of each of said tracks, all structures, facilities or property of the party of the second part located or placed above the said tracks or parallel with the same to be safely and substantially maintained by the party of the second part to preserve said clearances; and in the event of default of compliance with this requirement or of the violation of this covenant by the party of the second part, the Railway Company may forthwith discontinue or decline to operate said tracks without liability to the party of the second part.

5. That it will indemnify and save harmless the Railway Company against any and all damage resulting from negligence of the party of the second part, its servants and employees, in and about said industrial tracks and the right of way therefor; and furthermore, against any and all claims, demands, suits, judgments or sums of money accruing for loss or damage by fire communicated by locomotive engines or trains of the Railway Company to buildings used by the party of the second part in connection with the business served by said tracks, or to the contents of such buildings, or to other property stored by or with the consent of the party of the second part upon or near said tracks. The Railway Company hereby stipulates for this protection, as a condition of its agreement, herein expressed, to afford the above described terminal services and facilities to the party of the second part elsewhere than at its regular station.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this contract is not assignable or transferable, and the party of the second part covenants that it will not assign the same, or transfer or attempt to transfer to another any right or interest in the same, except with the consent of the Railway Company, in writing, signed in its behalf by its authorized executive officer.

7. That either party hereto may terminate this agreement at any time hereafter, but upon sixty (60) days notice, in writing, to the other, of the election so to do; in which event, upon the taking effect of

such notice, the Railway Company may discontinue the operation of said industrial tracks and remove its property, including all fixtures, therefrom and from the right of way appurtenant thereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, the day and year first above written.

In presence of:

W. A. Mahood

D. B. Hegan
As to Railway Company

THE CINNCINATI, NEW ORELEANS AND
TEXAS PACIFIC RAILWAY COMPANY,
By

John B. Hyde
Vice-President

UNIVERSITY OF KENTUCKY,
By

A. B. Chandler
President of the Board of
Trustees of the University
of Kentucky.

D. H. Peak
Secretary of the Board of
Trustees of the University
of Kentucky.

(SEAL)

be, and the same is hereby, ratified, approved and confirmed, and adopted as the action of the University of Kentucky.

I, D. H. Peak, Secretary of the Board of Trustees of the University of Kentucky, and of the Executive Committee of the University of Kentucky, hereby certify that the foregoing is a true and correct copy of a resolution adopted at a meeting of the Executive Committee of the University of Kentucky held March 22, 1937, at which meeting a quorum was present.

It was ordered that the Secretary of the Board of Trustees certify to the Cincinnati, New Orleans and Texas Pacific Railway Company a copy of the Minutes of February 24, 1937, and a copy of the resolution passed at this meeting. He was further directed to certify to said company the following excerpt from the Organization of Board of Trustees and Conduct of Business Matters:

ORGANIZATION OF BOARD OF TRUSTEES AND CONDUCT OF
BUSINESS MATTERS

Section 5
Committees

The committees shall consist of an Executive Committee of five members, a Committee on Buildings and Grounds, and a Committee on Agricultural Extension.

The Executive Committee shall meet once each month of the University year in the office of the President and at such other times as may be necessary upon the call of the President.

The Secretary of the Board shall act as the Secretary of the Committee.

The Executive Committee shall have general oversight over the financial and business interests of the University and shall possess the same powers as the Board during the interim between meetings of the Board.

The Committee shall keep minutes of all transactions, and these shall be read at the meetings of the Board for approval.

The President of the University shall attend all meetings of the Executive Committee and of the Board of Trustees.

I, D. H. Peak, Secretary of the Board of Trustees of the University of Kentucky, and of the Executive Committee of the University of Kentucky, hereby certify that the foregoing is a true and correct copy of a portion of Section 5 of the Organization of Board of Trustees and the Conduct of Business Matters of the University of Kentucky, this March the twenty-fifth 1937.

D. H. Peak
Secretary of the Board of
Trustees and of the Execu-
tive Committee of the Uni-
versity of Kentucky.

18. World Federation of Education Associations.

The Seventh World Conference of the World Federation of Education Associations is to be held at Tokyo, Japan, August 2-7, 1937. Mr. T. Komatsu, Chairman General of the Executive Committee of the Conference, in communication to President McVey, very cordially extended an invitation and insisted on his attendance. The Executive Committee considered it desirable for President McVey to attend the Conference, on account of its value to education in general and to the University in particular, and, by unanimous vote, he was named as a delegate, to represent the University of Kentucky.

President McVey stated that he was appreciative of the honor, and that he would take the matter under advisement. His going, he stated, would depend upon the pressure of University business during July and August.

19. Funds Donated for Special Research by Experiment Station.

In the Minutes of the meeting of the Executive Committee of February 24, 1937, the receipt of funds in the amounts of \$25,000.00, \$5,000.00 and \$1,000.00, for special research work in Agricultural Experiment Station, was acknowledged, and orders for setting up accounts for each of such funds in the Business Office were made. (See Sec. 20).

In furtherance of the acceptance of the funds and setting up the accounts, on motion duly seconded, the following resolution was passed:

The Board of Trustees of the University of Kentucky has accepted, for the use of the Kentucky Agricultural Experiment Stations, funds contributed by the American Thoroughbred Breeders' Association and by two anonymous donors. These funds are for use in the furtherance of investigations in general research in diseases of the horse, and, in the instance of one donor, for the exclusive purpose of initiating research on recurrent ophthalmia in horses and mules.

The Board has ordered that these gifts be set up as trust funds of the Kentucky Agricultural Experiment Station, to be administered by Thomas Cooper, Dean and Director, and handled through a special account of the Business Office. Such funds are to be utilized only in the manner prescribed by the donors.

The Board of Trustees hereby acknowledges the receipt of the funds and expresses its appreciation and gratification to the donors, with assurances that the funds will be guarded and so expended for research in the field of equine diseases that the horse industry shall receive benefits therefrom.

20. P. W. A. Construction.

a. Extension of Time for Completion of Construction

President McVey then stated that while P.W.A. Dockets Nos. KY-1013-R and KY-1114-R were more than 70% complete, there remained several minor items of construction, which would require from sixty to ninety days to complete and that it was therefore advisable, in these circumstances, to formally request an extension of the time for the final conclusion of these two Dockets to July 1, 1937.

Therefore, upon motion duly made and seconded it was resolved that The Public Works Administration be requested to extend the final completion date for Dockets Nos. KY-1013-R and KY-1114R to July 1, 1937.

b. Bids on Heating and Ventilating Law Building

President McVey then reported that bids for supplying and installing the heating and ventilating equipment for the Law Building were received, opened and read in his office at 11:00 a.m. March 9, 1937, and that G. F. Voigt of Jeffersonville, Indiana, in the sum of \$7,840, and Bruno Bonkofsky of Frankfort, Kentucky, in the sum of \$8,702, were the two low bids out of the seven received and tabulated by the Engineers.

Therefore, upon motion duly made and seconded, it was resolved that the bid of G. F. Voigt of Jeffersonville, Indiana, be accepted in the sum of \$7,840, provided certain items of materials and equipment offered in said bid were found by the Engineers to be within the specifications as advertised, and that Judge Richard C. Stoll, Chairman of the Executive Committee of the Board of Trustees, be authorized and directed to execute the contract documents on behalf of the University.

c. Bids on Student Union Building

Promptly at eleven o'clock the meeting was opened in order that the contract bids, on Contracts No. 700 for steam piping, No. 760 for electric wiring and No. 600 for the Student Union Building, might be opened and read publicly as advertised.

Upon the reading and tabulation of the twelve bids for Contract No. 600 (Student Union Building) it was found that the three lowest base bids submitted were: George H. Rommel Company of Louisville, Kentucky, in the sum of \$154,000; the Whittenberg Construction Company of Louisville, Kentucky, in the sum of \$155,450; and the Lovering-Longbotham of St. Paul, Minnesota, in the sum of \$158,880.

Therefore, upon motion duly made and seconded, it was resolved that the base bid of the George H. Rommel Company of Louisville, Kentucky, on Contract No. 600, in accord with the published plans and specifications, and in the sum of \$154,000 be accepted,

subject to the bidder furnishing adequate performance bond, and the Chairman of the Executive Committee, Judge Richard C. Stoll, be authorized and directed to execute the Contract Documents thereon, in behalf of the University of Kentucky.

Upon the reading and tabulation of the three bids for Contract No. 760 (Electric Wiring at Central Steam Plant) it was found that the two lowest bids submitted were: Beltzhoover Company of Cincinnati, Ohio, in the sum of \$3,253, and Allen-Harper of Lexington, Kentucky, in the sum of \$3,747.

Therefore, upon motion made and seconded, it was resolved that the bid of the Beltzhoover Company of Cincinnati, Ohio, in the sum of \$3,253 for furnishing and installing the electric wiring under Contract No. 760 as advertised and specified be accepted, and Judge Richard C. Stoll, Chairman of the Executive Committee of the Board of Trustees, be hereby authorized and directed to execute the Contract Documents in behalf of the University.

Upon reading and tabulation of the two bids received for Contract No. 700 (Steam Piping within the Central Heating Plant) it was found that the Meyer Heating and Plumbing Company of Louisville, Kentucky, had bid the sum of \$21,000, with no bid upon coal scales, and the G. F. Voigt of Jeffersonville, Indiana, in the sum of \$24,000 total base bid. As both of these bids were irregular and greatly outside the funds allotted thereto, it was duly resolved that neither of the bids be accepted and that the matter be referred to the Engineers for further study and disposition.

21. Appointments and Other Staff Changes.

Appointments

Staff Sergeant Henry S. Hoyt was transferred from Ohio State University to University of Kentucky, reporting for duty March 2, 1937. On recommendation of Colonel Brewer, approved by Dean Boyd, he was placed on same basis as other staff sergeants, salary placed at \$100.00 per year, effective March 2, 1937.

On recommendation of Dean Taylor, A. B. Crawford was employed to teach Saturday morning course in the College of Education during the second semester, 1936-1937, compensation for the period \$137.50.

On recommendation of Dean Taylor, Gayle Starnes was given, in addition to his duties in the Department of University Extension, the teaching of one Saturday morning course in the College of Education, during the second semester, 1936-1937, compensation for the period \$137.50.

Dr. D.W. Brown, assistant Bacteriologist in Department of Animal Pathology, Experiment Station, salary \$2400.00 a year, effective July 5, 1937. He is now an instructor in New York State Veterinary College, from which college he will receive the D.V.M. degree in June, 1937.

C.W. Bradshaw, on recommendation of Dean Cooper, was employed to care for miscellaneous activities in the Experiment Station that require mechanical ability, and other work assigned by the dean. Salary \$150.00 per month, effective from time he reported for duty in March, 1937.

Resigned

L. V. Amburgey, microscopist, Department of Feed Control, Experiment Station, effective at close of business, March 31, 1937.

C. J. Bradley, assistant in Rural Finance, effective April 7, 1937. Mr. Bradley expects to accept a position with the Rural Credit Corporation.

The resignation of Dr. W. T. Forsee, assistant chemist, Experiment Station, is effective April 1, 1937. Refer to Minutes of February 24, 1937.

Other Changes

W. H. Moore, whose hand was injured while at work on Experiment Station farm, on March 25, 1936, is to be placed on special work to be assigned by Dean Cooper, beginning July 1, 1937. He is to receive a salary of \$35.00 per month, to be continued at the discretion of Dean Cooper, subject to the orders of the Board of Trustees.

County Agents -- Recommendations of Dean Cooper Approved.

William J. Poorbough, Assistant County Agent, Madison County, resignation effective March 1, 1937.

Mrs. Caroline Grubbs Bailey, Assistant Home Demonstration Agent, Garrard County, resignation effective April 30, 1937.

Clarence S. Bell, County Agent, Allen County, given an increase in salary of \$200.00, on county funds, total salary \$2200.00.

Allington Grace, County Agent, Perry County, net increase in salary of \$200.00, making total salary of \$1500.00, payable \$900.00 from Bankhead-Jones fund and \$600.00 from county funds.

Philip C. Grimwood changed from assistant to regular County Agent, Owsley County, at increase of salary of \$200.00, total salary \$1400.00, payable from Bankhead-Jones fund.

L. C. Brewer, assistant in Short Courses and Exhibits, was granted a leave of absence for each Saturday (on account of pressure of private business), effective March 1, 1937, to be continued at the option of Dean Cooper, and reduction in salary to be made corresponding to time off duty. He is to be subject to call for full duty if his services are required.

27.

Henry Baker Atterbury, Jr., appointed assistant County Agent, Madison County, effective April 1, 1937. Salary \$1200.00 a year, payable from Bankhead-Jones fund.

On motion and second, duly carried, the Committee adjourned.

D. H. Peak, Secretary
Board of Trustees