

January 11, 1950

The regular meeting of the Board of Regents of Morehead State College was held in the office of the President of the College, at Morehead, Kentucky, January 11, 1950. The following were present:

Mr. W. W. Ball
Mr. M. K. Eblen
Mr. E. R. Price

Absent : Supt. Boswell B. Hodgkin
J. T. Norris

The meeting was called to order by Vice-Chairman E. R. Price, the same being opened with prayer by President Baird.

The minutes of the previous meeting held October 11, 1949, were read and approved.

After considerable discussion and review of the status of the water system for Morehead State College, it was moved by Mr. W. W. Ball and seconded by Mr. M. K. Eblen that President Baird be empowered to employ Mr. George I. Cline and Mr. Elijah Monroe Hogge, Attorneys of Morehead, Kentucky, to contact the various owners of the properties required for the construction of the dam, and ascertain prices of same. President Baird was authorized to pay the above named attorneys a fee of \$300 and expenses in securing these prices. On roll call, Mr. Ball voted aye, Mr. Eblen voted aye, and Mr. Price voted aye.

On motion of Mr. W. W. Ball and seconded by Mr. M. K. Eblen, President Baird was then instructed to inform the attorneys not to exceed \$25,000 in their offer for the total properties necessary for the water system. This total price would include 17.7 acres owned by Mrs. Dessie Fraley and located immediately back of the college dormitory known as Men's Hall. Upon roll call on this motion, Mr. Ball voted aye, Mr. Price voted aye, and Mr. Eblen voted aye.

The following contract was presented by President Baird:

CONTRACT

MOREHEAD STATE COLLEGE - CITY OF MOREHEAD

THIS CONTRACT made and entered into on this the ____ day of _____ 1950, by and between the Board of Regents of Morehead State College of Morehead, Kentucky, a duly authorized and incorporated educational institution under the laws of Kentucky, hereinafter called the College, and the City of Morehead, Kentucky, an incorporated city of the fourth class of the Commonwealth of Kentucky, hereinafter called the City.

WITNESSETH: That WHEREAS the City is desirous of purchasing from the College its water supply, and

WHEREAS, the College possesses the facilities for furnishing same,

IT IS NOW AGREED that the College shall furnish to the City filtered and treated water which shall meet the standard requirements

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of the State Board of Health for "safe drinking water", in such quantities and at such times as may be necessary to meet the requirements of said City and its residents during the term of any contract or franchise agreement which may be entered into, to be used for fire protection and for all general purposes.

It is agreed that, should the College be unable to furnish water to the City through or by a failure of or a lack of a sufficient supply of water, or by any other unavoidable incident or circumstance beyond its control, then and in that event it shall not be held responsible for such failure to so supply the City with water at such times and under such circumstances.

It is agreed that the said water shall be sold to the City and metered from the reservoir or reservoirs of the College or its tanks properly treated, into the reservoirs or tanks or conduction system of the City, and that the City shall be responsible for all metering and for any and all losses of distribution after such water leaves the meters of the College.

It is agreed that the use of the water under this contract and the quantity thereof shall be limited to the present limits of the City. Any extension of service beyond the present limits of the City may be authorized by a duly executed contract between the College and the City and such extension may be made only upon these terms. The College may take such action as it may deem necessary to prevent such extension of service without proper contract.

It is agreed that in case of an emergency or possibilities not now foreseen whereby additional amounts of water may be required above the normal usage, the amount and any increase in rate shall be determined upon the basis of a report by a competent engineer, whose selection shall be agreed upon by the College and the City.

It is agreed that the College shall furnish the water to the City under the above terms and conditions at a cost of 20 cents per thousand gallons of water delivered, and the City may at any time agreeable to both parties make a check upon any meter reading concerning the waters supplied to the City.

It is agreed that the City shall pay to the College, on or before the 20th of each month, the amount it owes the College for water metered to it by the College during the previous month. If any monthly statement is not paid by the 20th of the following month the City shall pay a penalty of 10% of said delinquent statement, and if any monthly statement shall remain unpaid for a period of 90 days from its due date the College shall have the right to discontinue service to said City.

IN WITNESS WHEREOF, we hereto subscribe our hands and seal on this, the _____ day of _____, 1950.

Vice-Chairman, Board of Regents
Morehead State College

City of Morehead

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On motion made by Mr. M. K. Eblen, seconded by Mr. W. W. Ball, the above contract was authorized. The vote on this motion was:

Mr. W. W. Ball aye
 Mr. M. K. Eblen aye
 Mr. E. R. Price aye

On motion of Mr. W. W. Ball, seconded by Mr. M. K. Eblen, it was voted to invite Chief Justice Fred M. Vinson to deliver the Morehead State College Commencement address on the evening of May 31, 1950.

The Board of Regents and the President wrote the following letter to Mr. Earle C. Clements, Governor of the Commonwealth of Kentucky:

"January 11, 1950

Hon. Earle C. Clements
 Governor of Kentucky
 Frankfort, Kentucky

Dear Governor Clements:

The Board of Regents and the President of Morehead State College, in session today, wish to express to you our great appreciation of the consideration you gave Morehead State College in your Budget Message.

Morehead is a growing institution. The Board and the President are increasingly aware of the fine spirit that prevails on the campus and among the staff. Naturally, we were disappointed that we did not receive a larger percentage of our request for the 1950-52 biennium, but we realize the very difficult situation with which you were faced.

We want to assure you that Morehead State College will make every effort to carry on its educational program within the appropriation. If, however, we are confronted with any serious limitation in our activities because of finances, we will have no hesitancy in coming to see you, because we feel you have a sympathetic understanding of the needs of the College.

We are sure you realize that our sole desire is to make Morehead a great school for Eastern Kentucky.

Very sincerely yours,

 E. R. Price

 W. W. Ball

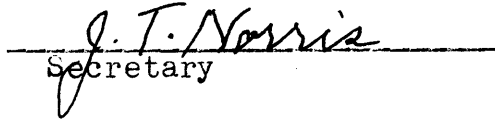
 M. K. Eblen

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Wm. Jesse Baird"

On motion of Mr. Ball, seconded by Mr. Eblen, the meeting was adjourned.


Vice Chairman


Secretary