

MATERIAL SUPPORTING THE AGENDA

Volume XXXIb

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on

February 8-10, 1984  
April 12-13, 1984

The material is divided according to the standing committees and the meetings that were held and is color coded as follows:

White paper - for documentation of all items that were presented before the deadline date.

Blue paper - all items submitted to the Executive Session and distributed only to the Regents, Chancellor and Executive Vice Chancellors of the System.

Yellow paper - emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the Executive Secretary was furnished a copy, then that material goes into the appropriate subject file.



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**Material Supporting the Agenda  
of the  
Board of Regents  
The University of Texas System**

Meeting No.: 801

Date: April 12-13, 1984

Location: San Antonio, Texas

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BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: John Peace Library Building, Room 4.03.12  
The University of Texas at San Antonio  
John Peace Boulevard  
San Antonio, Texas

Host Institution: The University of Texas at San Antonio

Thursday, April 12, 1984

1:00 p.m. Meeting of the Board of Regents

See Pages B of R 1 - 5  
Items A - N

Friday, April 13, 1984

9:00 a.m. Meeting of the Board of Regents

See Pages B of R 6 - 7  
Items O - T

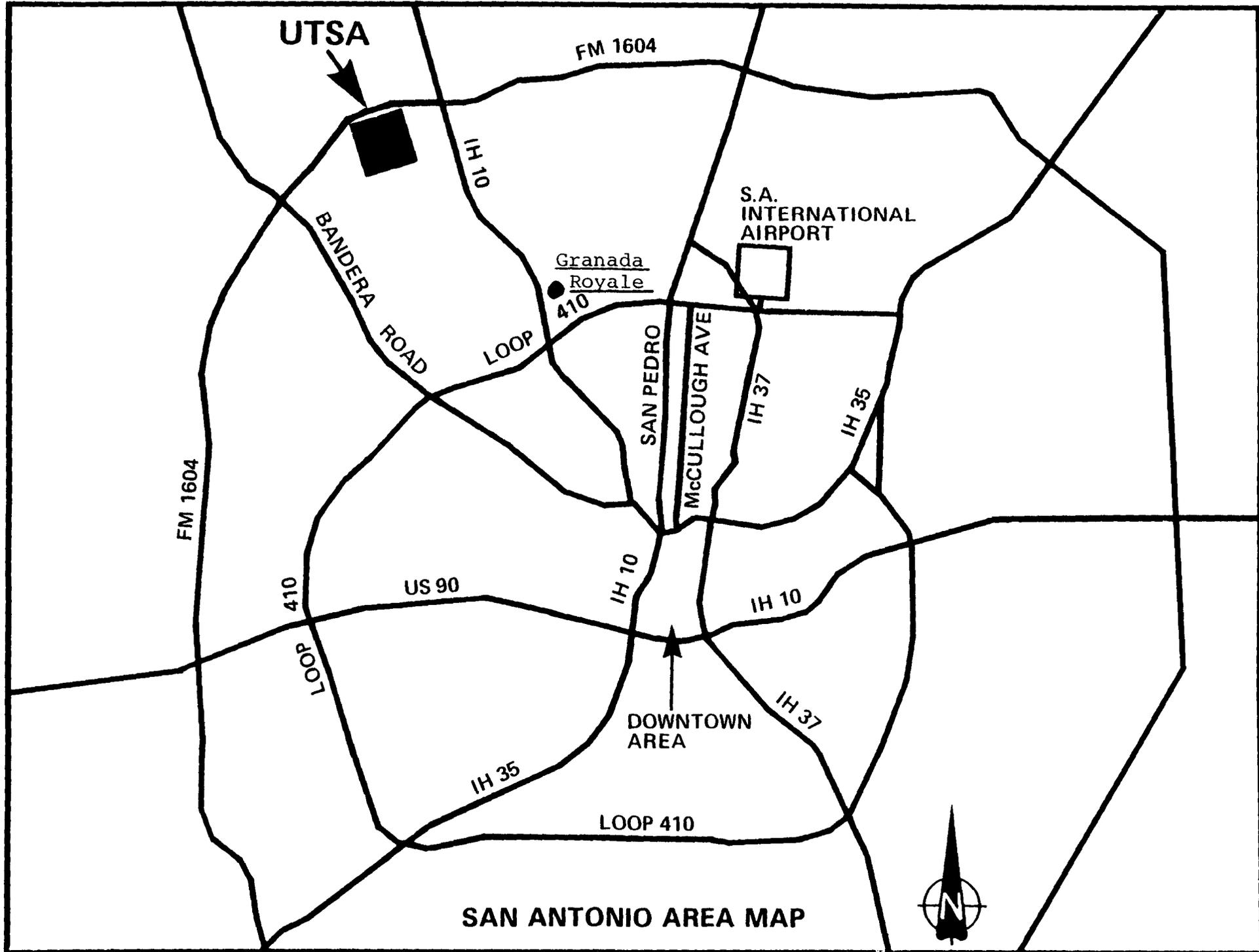
Telephone Numbers

Offices:

President Wagener	(512) 691-4101
President Harrison	(512) 691-6105
Executive Director Maguire	(512) 226-7651

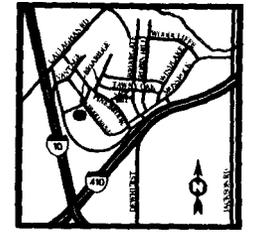
Hotel:

Granada Royale Hometel 7750 Briaridge Street	(512) 340-5421
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Granada Royale

7750 Briaridge Street  
 San Antonio, TX 78230  
 512/340-5421

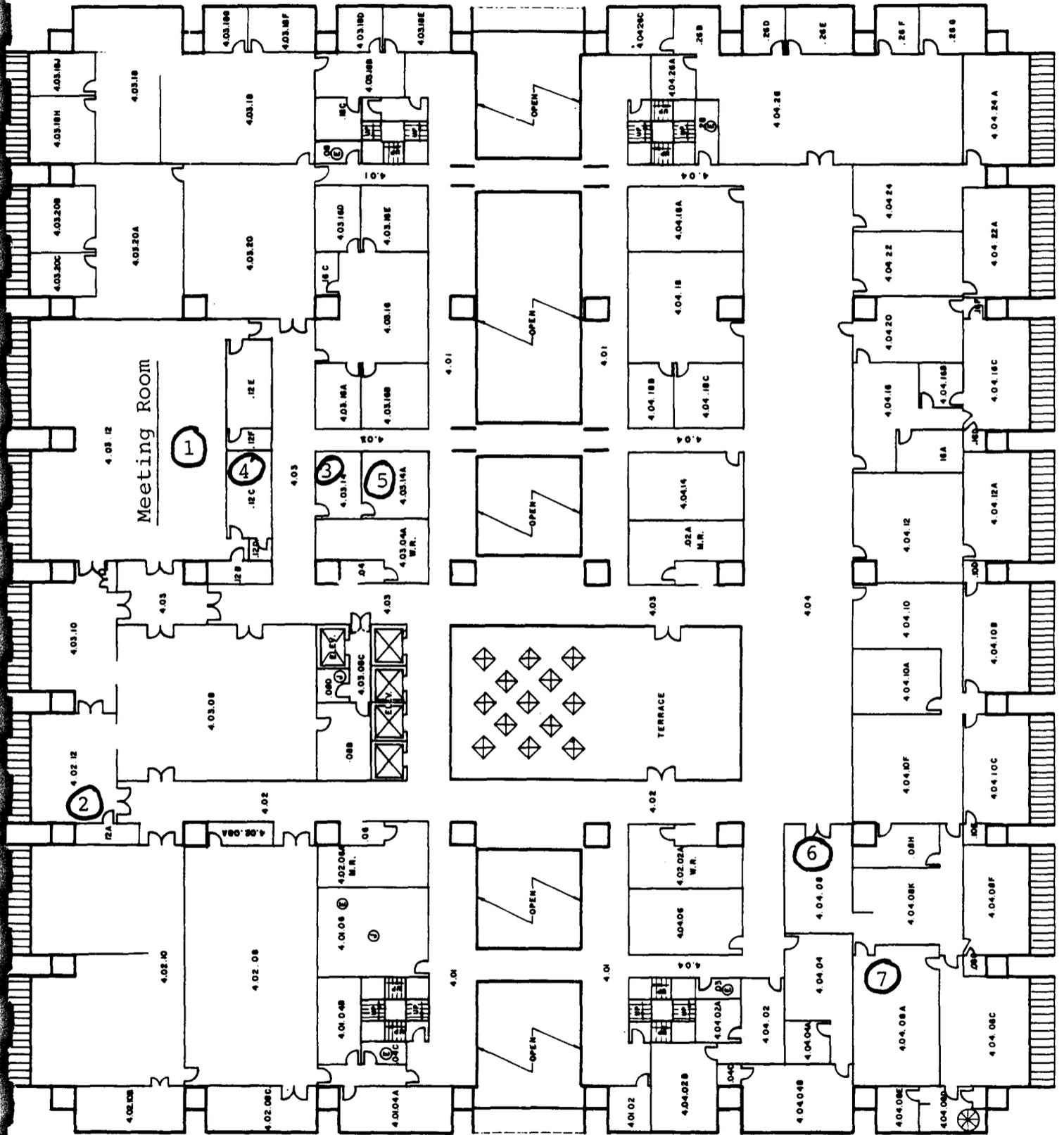


Five minutes from San Antonio International Airport near the intersection of I-10 and Loop 410 NW. Exit Cherry Ridge from 410. Exit Callahan from I-10.

**SAN ANTONIO AREA MAP**



The University of Texas at San Antonio



JOHN PEACE LIBRARY  
LEVEL 4

- 1 = Meeting Room
- 2 = Executive Session
- 3 = Regents' Secretarial Office
- 4 = Telephones for Press
- 5 & 6 = Telephones for Staff
- 7 = President's Conference Room



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**Meeting of  
the Board**

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AGENDA FOR MEETING  
OF  
BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

Date and Time: Thursday, April 12, 1984, from 1:00 p.m.  
Until Recess  
Friday, April 13, 1984, from 9:00 a.m.  
Until Adjournment

Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

- A. CALL TO ORDER
- B. WELCOME AND PRESENTATION BY PRESIDENT WAGENER
- C. APPROVAL OF MINUTES OF REGULAR MEETING HELD  
FEBRUARY 8-10, 1984
- D. INTRODUCTION OF COMPONENT GUESTS
  - 1. U. T. Arlington - President Nedderman
  - 2. U. T. Austin - President Flawn
  - 3. U. T. Dallas - President Rutford
  - 4. U. T. El Paso - President Monroe
  - 5. U. T. Permian Basin - President Leach
  - 6. U. T. San Antonio - President Wagener
  - 7. U. T. Tyler - President Hamm
  - 8. U. T. Institute of Texan Cultures - San Antonio -  
Executive Director Maguire
  - 9. U. T. Medical Branch - Galveston - President Levin
  - 10. U. T. Health Science Center - San Antonio -  
President Harrison
  - 11. U. T. Cancer Center - President LeMaistre
  - 12. Others
- E. SPECIAL ITEM

U. T. Board of Regents: (1) Resolution Authorizing  
Issuance and Sale of Board of Regents of The University  
of Texas System, The University of Texas at San Antonio  
Combined Fee Revenue Bonds, Series 1984, in the Amount  
of \$8,000,000, (2) Designation of Paying Agent/Registrar,  
and (3) Award of Contract for Printing of Bonds.--

RECOMMENDATION

The Office of the Chancellor recommends the following:  
(1) adoption of the bond resolution authorizing the issuance and sale of Board of Regents of The University of Texas System, The University of Texas at San Antonio Combined Fee

Revenue Bonds, Series 1984, in the amount of \$8,000,000;  
(2) designation of a paying agent/registrar, and (3) award  
of contract for printing of the bonds.

Bids for the bonds, paying agent/registrar and printing of  
the bonds will be available at the meeting.

#### BACKGROUND INFORMATION

The U. T. Board of Regents authorized the sale of these bonds  
at its December 2 - 3, 1982 meeting.

The proceeds from this bond sale will be used to construct a  
University Center (Student Union Building) and for other proj-  
ects as approved by the U. T. Board of Regents for which funds  
are available. Bonds will be a parity to the U. T. San Antonio  
Combined Fee Revenue Bonds, Series 1980. Bids on bonds will  
be opened at 5:00 P.M., C.S.T., Wednesday, April 11, 1984, in  
the First Floor Conference Room of Claudia Taylor Johnson Hall.

The Bond Resolution is set forth on Pages B of R 8 - 35 .

#### F. RECESS FOR MEETINGS OF THE STANDING COMMITTEES AND COMMITTEE REPORTS TO THE BOARD

The Standing Committees of the Board of Regents of The  
University of Texas System will meet as set forth below  
to consider recommendations on those matters on the agenda  
for each Committee listed in the Material Supporting the  
Agenda. At the conclusion of each Standing Committee  
meeting, the report of that committee will be formally  
presented to the Board for consideration and action.

Executive Committee: Chairman Newton  
Vice-Chairman Baldwin, Vice-Chairman Briscoe  
MSA Page Ex.C - 1

Finance and Audit Committee: Chairman Rhodes  
Vice-Chairman Richards, Regent Yzaguirre  
MSA Page F&A - 1

Academic Affairs Committee: Chairman Baldwin  
Vice-Chairman Powell, Regent Milburn  
MSA Page AAC - 1

Health Affairs Committee: Chairman Briscoe  
Vice-Chairman Yzaguirre, Regent Hay  
MSA Page HAC - 1

Buildings and Grounds Committee: Chairman Hay  
Vice-Chairman Richards, Regent Newton  
MSA Page B&G - 1

Land and Investment Committee: Chairman Milburn  
Vice-Chairman Powell, Regent Rhodes  
MSA Page L&I - 1

#### G. RECONVENE

H. ITEMS FOR THE RECORD

1. U. T. Arlington: Acceptance of Membership on the School of Architecture and Environmental Design Advisory Council.--

On February 9, 1984, nominees were approved for the initial membership on the School of Architecture and Environmental Design Advisory Council at U. T. Arlington. The acceptance of membership by those listed below is herewith reported for the record.

Mr. Daniel Boone, FAIA, Abilene  
Mr. Bill Booziotis, FAIA, Dallas  
Mr. David Braden, FAIA, Dallas  
Mr. David Browning, Dallas  
Mr. Hugh Cunningham, Dallas  
Mr. Ed Denny, Austin  
Mr. David Dillon, Dallas  
Mr. William P. Dunaway, Arlington  
Mr. Tonny Foy, Fort Worth  
Mr. Preston Geren, FAIA, Fort Worth  
Mr. Ralph Hawkins, Dallas  
Ms. Janet Kutner, Dallas  
Mr. Brooks Martin, FAIA, San Antonio  
Mr. Bill Marvel, Dallas  
Ms. Julia Ousley, Arlington  
Mr. Reginald H. Roberts, FAIA, San Antonio  
Mr. Pat Y. Spillman, FAIA, Dallas  
Mr. Max Sullivan, Fort Worth  
Mr. William Sullivan, Grand Prairie  
Mr. Thomas Taylor, Dallas  
Mr. James Wiley, FAIA, Dallas  
Mr. Thomas Woodward, AIA, Dallas  
Mr. Emory O. Young, Jr., AIA, Fort Worth

Unfilled Term  
Unfilled Term  
Unfilled Term  
Unfilled Term

Terms of membership will be determined at the first meeting of the Advisory Council by drawing lots so that one-third of the total initial membership will serve for a one-year term, one-third for a two-year term, and one-third for a three-year term. Thereafter, all terms shall be for three years.

2. U. T. Permian Basin: Acceptance of Membership on the College of Business Administration Advisory Council.--

On February 9, 1984, nominees were approved for membership on the College of Business Administration Advisory Council at U. T. Permian Basin. The acceptance of membership by those listed below is herewith reported for the record.

	<u>Term Expires</u>
Mr. Earl W. Husband, Odessa	1986
Mr. Walter Kleine, Odessa	1985
Mr. R. Y. Walker, Midland	1985

3. U. T. Health Science Center - San Antonio: Acceptance of Membership on the Medical School Advisory Council.--

On August 12, 1983, Mr. Tucker Dorn of San Antonio was approved for membership on the Medical School Advisory Council at the U. T. Health Science Center - San Antonio for a term to expire August 31, 1984. Mr. Dorn's acceptance of membership is herewith reported for the record.

- I. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
- J. REPORT OF SPECIAL COMMITTEES, IF ANY
- K. FOUNDATION MATTERS

Winedale Stagecoach Inn Fund: Recommendation for Approval of Acquisition of Land in Fayette County, Texas.--

RECOMMENDATION

A brief meeting of the members of the U. T. Board of Regents as Trustees of the Winedale Stagecoach Inn Fund at the April 12, 1984 meeting of the U. T. Board of Regents is recommended for action on the following agenda:

- a. Approval of Minutes of the preceding meeting held on August 11, 1983. Copies were distributed earlier.
- b. Assistant Secretary-Treasurer Lobb concurs with President Flawn's recommendation for approval of the acquisition of approximately 3,160 square feet of land in Fayette County, Texas, from Edrol and Marilyn Wagner, Round Top, Texas, for \$3,000 cash.

BACKGROUND INFORMATION

The tract to be acquired is a narrow, irregularly shaped parcel which is surrounded by Winedale Historical Center property. Its acquisition would eliminate the gap in ownership and would facilitate management and control of the Center. Funds for the purchase are available from gifts donated by Friends of Winedale.

L. OTHER MATTERS

Memorial Resolution

M. SCHEDULED MEETINGS AND EVENTS

Board of Regents' Meetings

June 14 - 15, 1984	U. T. Austin (Port Aransas)
August 9 - 10, 1984	Austin
October 11 - 12, 1984	U. T. Dallas
December 13 - 14, 1984	U. T. El Paso

Holidays

May 28, 1984 (Memorial Day)  
July 4, 1984 (Independence Day)

Commencement - 1984

May 11 U. T. Tyler  
May 12 U. T. El Paso  
U. T. Permian Basin  
U. T. Nursing School - Galveston  
May 13 U. T. San Antonio  
May 18 U. T. G.S.B.S. - San Antonio  
May 19 U. T. Arlington  
U. T. Austin  
U. T. Dallas  
U. T. G.S.B.S. - Galveston  
U. T. Medical School - San Antonio  
U. T. Dental School - San Antonio  
U. T. Allied Health Sciences School - San Antonio  
U. T. Nursing School - San Antonio  
May 26 U. T. Medical School - Galveston  
June 2 U. T. Southwestern Medical School - Dallas and  
U. T. Southwestern G.S.B.S. - Dallas  
U. T. Medical School - Houston  
June 7 U. T. Public Health School - Houston  
June 8 U. T. Nursing School - Houston  
June 9 U. T. Dental Branch - Houston  
U. T. G.S.B.S. - Houston  
U. T. Allied Health Sciences School - Houston  
August 18 U. T. Allied Health Sciences School - Galveston  
August 19 U. T. Allied Health Sciences School - Dallas

N. RECESS TO EXECUTIVE SESSION

The Board will convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g), to consider those matters set out in the Material Supporting the Agenda.

If time permits, the Board will recess on Thursday afternoon to convene in Executive Session and continue that Executive Session beginning at 9:00 a.m. on Friday until completion of business --- See Page B of R - 6, Item O.

If time will not permit the beginning of the Executive Session on Thursday, the Board will recess to begin its Executive Session at 9:00 a.m. on Friday and continue until the completion of business.

AGENDA FOR MEETING  
OF  
BOARD OF REGENTS  
OF  
THE UNIVERSITY OF TEXAS SYSTEM

Date: April 13, 1984  
Time: 9:00 a.m.  
Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

A.-N. (Pages B of R 1 - 5)

O. RECONVENE IN EXECUTIVE SESSION

P. RECONVENE IN OPEN SESSION

Q. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) and (g)

1. Pending and/or Contemplated Litigation - Section 2(e)

U. T. Health Center - Tyler: Consideration of Further Settlement Negotiations in the Litigation Styled "Hazel Roy et al v. The University of Texas Health Center at Tyler"

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)

- a. U. T. System: Consideration of Proposed Amendment(s) to the Lease Agreement for Commercial Vineyards on West Texas Lands
- b. U. T. System: Consideration of Lease or Sale of Permanent University Fund Lands in West Texas for Low-Level Radioactive Waste Disposal Site
- c. U. T. Austin: Consideration of Negotiations for Gifts Related to the Establishment of Endowed Academic Positions in the Colleges of Natural Sciences and Engineering
- d. U. T. Dallas: Consideration of Proposed Negotiated Sale of Property in the John Clay Survey, Dallas County, Texas, as Requested by the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas
- e. U. T. Health Science Center - San Antonio: Negotiated Contract for the Acquisition/Gift of Real Property

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Receipt of the Report of the Advisory Committee for the Selection of a Chancellor and Consideration of Those Recommendations

R. OTHER BUSINESS

S. RECONVENE IN EXECUTIVE SESSION TO CONSIDER THE PERSONNEL MATTER LISTED IN 3. ABOVE

T. ADJOURNMENT

RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO, COMBINED FEE REVENUE BONDS, SERIES 1984, \$8,000,000, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

WHEREAS, the Board of Regents of The University of Texas System is authorized to issue the bonds hereinafter authorized pursuant to Chapter 55, Texas Education Code.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM THAT:

Section 1. AMOUNT AND PURPOSE OF THE BONDS. The bond or bonds of the Board of Regents of The University of Texas System (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$8,000,000, FOR THE PURPOSE OF PROVIDING \$5,000,000 FOR THE PURPOSE OF CONSTRUCTING A STUDENT UNION BUILDING FOR THE UNIVERSITY OF TEXAS AT SAN ANTONIO, AND PROVIDING \$3,000,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING, AND/OR EQUIPPING OTHER PROPERTY, BUILDINGS, STRUCTURES, ACTIVITIES, SERVICES, OPERATIONS, OR OTHER FACILITIES AT THE UNIVERSITY OF TEXAS AT SAN ANTONIO, ALL UNDER AND IN STRICT CONFORMITY WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY CHAPTER 55 OF THE TEXAS EDUCATION CODE.

Section 2. DESIGNATION OF THE BONDS. Each bond issued pursuant to this Resolution shall be designated: "BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO, COMBINED FEE REVENUE BOND, SERIES 1984", and initially there shall be issued, sold, and delivered hereunder a single fully registered bond, without interest coupons, payable in installments of principal (the "Initial Bond"), but the Initial Bond may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Bonds" as used in this Resolution shall mean and include collectively the Initial Bond and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL BOND.

(a) The Initial Bond is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Bond, without interest coupons, dated MARCH 1, 1984, in the denomination and aggregate principal amount of \$8,000,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit:

or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bond to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL BOND set forth in this Resolution.

(b) The Initial Bond (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have

the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bond shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL BOND set forth in this Resolution.

Section 4. INTEREST. The unpaid principal balance of the Initial Bond shall bear interest from the date of the Initial Bond to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the installments of principal of the Initial Bond, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL BOND set forth in this Resolution.

Section 5. FORM OF INITIAL BOND. The form of the Initial Bond, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Bond, shall be substantially as follows:

FORM OF INITIAL BOND

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO, COMBINED FEE REVENUE BOND SERIES 1984	\$8,000,000
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THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (the "Issuer"), being an agency of the State of Texas, hereby promises to pay to

or to the registered assignee or assignees of this Bond or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

\$8,000,000  
(EIGHT MILLION DOLLARS)

in annual installments of principal due and payable on MARCH 1 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
1985	\$ 60,000	1997	\$305,000
1986	75,000	1998	340,000
1987	85,000	1999	380,000
1988	95,000	2000	425,000
1989	115,000	2001	480,000
1990	130,000	2002	535,000
1991	150,000	2003	600,000
1992	165,000	2004	675,000
1993	185,000	2005	745,000
1994	215,000	2006	825,000
1995	245,000	2007	905,000
1996	265,000		

and to pay interest, from the date of this Bond hereinafter stated, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the rates as follows:

\_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1985;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1986;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1987;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1988;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1989;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1990;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1991;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1992;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1993;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1994;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1995;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1996;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1997;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1998;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 1999;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2000;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2001;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2002;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2003;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2004;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2005;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2006;  
 \_\_\_\_\_ % per annum on the above installment of  
 principal due and payable on MARCH 1, 2007,

with said interest being payable on SEPTEMBER 1, 1984, and semiannually on each MARCH 1 and SEPTEMBER 1 thereafter while this Bond or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Bond are payable to the registered owner hereof through the services of \_\_\_\_\_

\_\_\_\_\_ which is the "Paying Agent/Registrar" for this Bond. Payment of all principal of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and/or interest payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, on each such principal and/or

interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/ Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before each principal and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND has been authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$8,000,000, FOR THE PURPOSE OF PROVIDING \$5,000,000 FOR THE PURPOSE OF CONSTRUCTING A STUDENT UNION BUILDING FOR THE UNIVERSITY OF TEXAS AT SAN ANTONIO, AND PROVIDING \$3,000,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING, AND/OR EQUIPPING OTHER PROPERTY, BUILDINGS, STRUCTURES, ACTIVITIES, SERVICES, OPERATIONS, OR OTHER FACILITIES AT THE UNIVERSITY OF TEXAS AT SAN ANTONIO, ALL UNDER AND IN STRICT CONFORMITY WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY CHAPTER 55 OF THE TEXAS EDUCATION CODE.

ON MARCH 1, 1994, or on any interest payment date thereafter, the unpaid installments of principal of this Bond may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the particular portion of this Bond to be prepaid or redeemed shall be selected and designated by the Issuer (provided that a portion of this Bond may be redeemed only in an integral multiple of \$5,000), at the prepayment or redemption price (expressed as a percentage of principal amount) applicable to the date of redemption, as set forth in the following schedule, plus accrued interest to the date fixed for prepayment or redemption:

<u>Redemption Dates</u>	<u>Redemption Prices (%)</u>
March 1, 1994 through September 1, 1995	102
March 1, 1996 through September 1, 1996	101.5
March 1, 1997 through September 1, 1997	101
March 1, 1998 through September 1, 1998	100.5
March 1, 1999 and thereafter	100

AT LEAST 30 days prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Bond or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as

provided above, this Bond, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Bond or any portion hereof.

THIS BOND, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Bond, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any such portion or portions hereof by the initial registered owner hereof. A new bond or bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds) or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Bond or any portion hereof. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Bond Resolution, this Bond, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Bond which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute bond issued in exchange for any portion of this Bond shall have a single stated principal maturity date), upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. If this Bond or any portion hereof is assigned and transferred or converted each bond issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this

Bond or portion hereof for which the substitute bond is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such bonds, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Bond or portion hereof for which they are being exchanged. No such bond shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE BOND RESOLUTION, THIS BOND IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the bonds issued and delivered in exchange for this Bond or any portion hereof may be assigned and transferred, and converted, subsequently, as provided in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Bond.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", as defined in the Bond Resolution, which include the specified "Tuition Fee", "General Fee", and "Student Union Fee" imposed on students enrolled at The University of Texas at San Antonio, as well as the "Net Revenues of the Student Book Store", and certain interest and investment income, all as further defined in the Bond Resolution.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the "Pledged Revenues" on a parity with this Bond.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond

Resolution constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual signature of the Chairman of the Issuer and countersigned with the manual signature of the Executive Secretary of the Issuer, has caused the official seal of the Issuer to be duly impressed on this Bond, and has caused this Bond to be dated MARCH 1, 1984.

\_\_\_\_\_  
Executive Secretary, Board of  
Regents, The University of  
Texas System

\_\_\_\_\_  
Chairman, Board of Regents,  
The University of Texas  
System

(BOARD  
SEAL)

FORM OF REGISTRATION CERTIFICATE OF THE  
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE BONDS.  
Registration and Transfer. (a) The Issuer shall keep or cause to be kept at the principal corporate trust office of \_\_\_\_\_, (the "Paying Agent/Registrar") books or records of the registration and transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, (i) evidencing the assignment of the Bond, or any portion thereof in any integral

multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Bond, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Bonds issued and delivered in conversion of and exchange for the Initial Bond shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Bond or any portion thereof is assigned and transferred or converted the Initial Bond must be surrendered to the Paying Agent/Registrar for cancellation, and each Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Bond is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Bonds in exchange for the unassigned balance of the Initial Bond in the same manner as if the initial registered owner were the assignee thereof. If any Bond or portion thereof other than the Initial Bond is assigned and transferred or converted each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is exchanged. A form of assignment shall be printed or endorsed on each Bond, excepting the Initial Bond, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Bonds or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Bond or Bonds, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Bond or Bonds), or to the previous registered owner in case only a portion of a Bond is being assigned and transferred, all in conversion of and exchange for said assigned Bond or Bonds or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Bonds by any registered owner of a Bond. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Bond or Bonds, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Bond or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for

redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether or not such Bond shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to convert and exchange or replace Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Resolution.

(d) Conversion and Exchange or Replacement; Authentication. Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Bond at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE BOND set forth in this Resolution, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Bond shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Bond is assigned and transferred or converted each substitute Bond issued in exchange for any portion of the Initial Bond shall have a single stated principal maturity date, and shall not be payable in installments; and each such Bond shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Bond is being exchanged; and each such Bond shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Bond (other than the Initial Bond) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof (other than the Initial Bond) is assigned and transferred or converted, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond

for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange or replace Bonds as provided herein, and each fully registered bond delivered in conversion of and exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution, and may again be converted and exchanged or replaced. It is specifically provided that any Bond authenticated in conversion of and exchange for or replacement of another Bond on or prior to the first scheduled Record Date for the Initial Bond shall bear interest from the date of the Initial Bond, but each substitute Bond so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Bond was so authenticated, unless such Bond is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged is due but has not been paid, then such Bond shall bear interest from the date to which such interest has been paid in full. THE INITIAL BOND issued and delivered pursuant to this Resolution is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed a certificate, in the form substantially as follows:

"PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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Paying Agent/Registrar

Dated

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Authorized Representative"

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the above Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Vernon's Ann. Tex. Civ. St. Art. 717k-6, and particularly Section 6 thereof, the duty of conversion and exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or

replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Bond which originally was issued pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE BOND set forth in this Resolution.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Bonds that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Bonds, and with respect to the conversion and exchange of Bonds solely to the extent above provided in this Resolution.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a

written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States Mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

Section 7. FORM OF SUBSTITUTE BONDS. The form of all Bonds issued in conversion and exchange or replacement of any other Bond or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Bonds, and the Form of Assignment to be printed on each of the Bonds, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

FORM OF SUBSTITUTE BOND

NO. _____	UNITED STATES OF AMERICA STATE OF TEXAS BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO, COMBINED FEE REVENUE BOND SERIES 1984	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____ %	_____	_____

ON THE MATURITY DATE specified above the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (the "Issuer"), being an agency of the State of Texas, hereby promises to pay to

\_\_\_\_\_ or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

\_\_\_\_\_ and to pay interest thereon from MARCH 1, 1984, to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; with interest being payable on SEPTEMBER 1, 1984, and semiannually on each MARCH 1 and SEPTEMBER 1 thereafter, except that if the date of authentication of this Bond is later than AUGUST 15, 1984, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of

\_\_\_\_\_ which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the resolution authorizing the issuance of the Bonds (the "Bond

Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of an issue of Bonds initially dated MARCH 1, 1984, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$8,000,000 FOR THE PURPOSE OF PROVIDING \$5,000,000 FOR THE PURPOSE OF CONSTRUCTING A STUDENT UNION BUILDING FOR THE UNIVERSITY OF TEXAS AT SAN ANTONIO, AND PROVIDING \$3,000,000 FOR THE PURPOSE OF ACQUIRING, PURCHASING, CONSTRUCTING, IMPROVING, ENLARGING, AND/OR EQUIPPING OTHER PROPERTY, BUILDINGS, STRUCTURES, ACTIVITIES, SERVICES, OPERATIONS, OR OTHER FACILITIES AT THE UNIVERSITY OF TEXAS AT SAN ANTONIO, ALL UNDER AND IN STRICT CONFORMITY WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY CHAPTER 55 OF THE TEXAS EDUCATION CODE.

ON MARCH 1, 1994, or on any interest payment date thereafter, the Bonds of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at the redemption price (expressed as a percentage of principal amount) applicable to the date of redemption, as set forth in the following schedule, plus accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price (%)</u>
March 1, 1994 through September 1, 1995	102
March 1, 1996 through September 1, 1996	101.5
March 1, 1997 through September 1, 1997	101
March 1, 1998 through September 1, 1998	100.5
March 1, 1999, and thereafter	100

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be published once in a financial publication, journal, or reporter of general circulation among securities dealers in The City of New York, New York (including, but not limited to, The Bond Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Bond Reporter). Such notice also shall be sent by the Paying Agent/Registrar by United States Mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and it is hereby specifically provided that the publication of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Bonds. The Issuer shall pay the Paying Agent/Registrar's

standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Bond or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a special obligation of the Issuer, secured by and payable from a first lien on and pledge of the "Pledged Revenues", as defined in the Bond Resolution, which include the specified "Tuition Fee", "General Fee", and "Student Union Fee" imposed on students enrolled at The University of Texas at San Antonio, as well as the "Net Revenues of the Student Book

Store", and certain interest and investment income, all as further defined in the Bond Resolution.

THE ISSUER has reserved the right, subject to the restrictions stated in the Bond Resolution, to issue Additional Bonds payable from and secured by a first lien on and pledge of the "Pledged Revenues" on a parity with this Bond and series of which it is a part.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the facsimile signature of the Chairman of the Issuer and countersigned with the facsimile signature of the Executive Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(facsimile signature)  
Executive Secretary, Board of Regents, The University of Texas System

(facsimile signature)  
Chairman, Board of Regents, The University of Texas System

(BOARD SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_  
Paying Agent/Registrar

Dated

\_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned registered owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

(print or type the name and  
address of the assignee and  
any other relevant information)

and authorizes the Paying Agent/Registrar to transfer the  
registration of this Bond in the Registration Books.

Dated \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

The signature above is hereby verified as true and genuine.

Section 8. Throughout this Resolution the following terms  
as used herein shall have the meanings set forth below, unless  
the text hereof specifically indicates otherwise:

The term "University" shall mean The University of Texas  
at San Antonio, in San Antonio, Texas.

The terms "Issuer" and "Board" shall mean the Board of  
Regents of The University of Texas System.

The terms "Bond Resolution" and "Resolution" mean this  
resolution authorizing the Bonds.

The term "Parity Bonds" shall mean collectively the Board  
of Regents of The University of Texas System, The University of  
Texas at San Antonio, Combined Fee Revenue Bonds, Series 1980,  
authorized by resolution of the Issuer on February 29, 1980  
(the "Series 1980 Bonds"), and the Board of Regents of The  
University of Texas System, The University of Texas at San  
Antonio, Combined Fee Revenue Bonds, Series 1984, authorized by  
this Resolution (hereinafter defined as the "Bonds").

The term "Bonds" means collectively the Initial Bond as  
described and defined in Section 1 of this Resolution, and all  
substitute bonds authenticated and delivered in exchange  
therefor and all other substitute bonds and replacement bonds  
issued pursuant to this Resolution.

The term "Additional Bonds" shall mean the additional  
parity revenue bonds permitted to be authorized in this Resolu-  
tion.

The term "Tuition Fee" shall mean the gross collections of  
certain tuition fixed, charged, and collected from all tuition  
paying students enrolled at the University, out of and as part  
of the regular general tuition at the University, and allocated  
to the payment of the interest on and principal of the Parity  
Bonds and any Additional Bonds, in the manner and to the extent  
provided in this Resolution, as authorized by Chapter 55 of the  
Education Code (Section 55.17(d)).

The term "General Fee" shall mean the gross collections of  
the general fee to be fixed, charged, and collected from all  
students (excepting any category of students now exempt from  
paying fees by the Education Code) enrolled at the University  
for the general use and availability of the University, in the  
manner and to the extent provided in this Resolution, and  
pledged to the payment of the Parity Bonds and any Additional  
Bonds, as authorized by Chapter 55 of the Education Code  
(Section 55.17(c)).

The term "Student Union Fee" shall mean the gross collections of the student union fee authorized by Section 71.07 of the Education Code to be fixed, charged, and collected from all students (excepting any category of students now exempt from paying fees by the Education Code) enrolled at the University, for the purpose of financing, constructing, operating, maintaining, and improving a student union building on the campus of the University, in the manner and to the extent provided in this Resolution, and pledged to the payment of the Parity Bonds and Additional Bonds as authorized by Chapter 55 of the Education Code (Sections 55.13 and 55.17(a)).

The term "Pledged Revenues" shall mean collectively (a) the Tuition Fee, (b) the General Fee, (c) the Student Union Fee, (d) the Net Revenues of the University Book Store, (e) all interest and investment income derived from the deposit or investment of money credited to the Pledged Revenue Fund and the Interest and Sinking Fund maintained for the Parity Bonds and any Additional Bonds, and (f) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may, at the option of the Issuer, be pledged to the payment of the Parity Bonds or the Additional Bonds.

The term "University Book Store" shall mean the bookstore owned and operated by the University located on the campus of the University in the Engineering Building, together with all improvements, extensions, and additions thereto and replacements thereof hereafter constructed or acquired.

The term "Current Expenses" shall mean all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation and ownership of the University Book Store, but excluding depreciation, and all general administrative expenses of the University.

The term "Net Revenues of the University Book Store" shall mean all gross revenues derived by the University from the ownership and operation of the University Book Store and all services and facilities afforded by same, after deduction from said gross revenues the Current Expenses.

Section 9. (a) The Parity Bonds and any Additional Bonds and interest thereon are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues, and they shall constitute special obligations of the Issuer, payable solely from the Pledged Revenues, and such obligations shall not constitute a prohibited indebtedness of the University, the Issuer, or the State of Texas, and the holders of the Parity Bonds and Additional Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of funds raised or to be raised by taxation.

(b) The Bonds are "Additional Bonds" as permitted by Sections 17 through 19 of the resolution adopted by the Issuer on February 29, 1980, authorizing the issuance of the Series 1980 Bonds; and it is hereby determined, declared, and resolved that the Series 1980 Bonds and the Bonds are and shall be secured and payable equally and ratably on a parity, and that Sections 8 through 26 of this Resolution are supplemental to and cumulative of Sections 6 through 22 of the resolution authorizing the issuance of the Series 1980 Bonds, with

Sections 8 through 26 of this Resolution being applicable to all of the Series 1980 Bonds and the Bonds (herein collectively called the "Parity Bonds").

Section 10. (a) In accordance with Section 55.17(d) of Chapter 55 of the Education Code, the Issuer heretofore has irrevocably assigned and pledged, and hereby irrevocably assigns and pledges, to the payment of the interest on and principal of the Parity Bonds and any Additional Bonds, out of the tuition charges required or permitted by law to be imposed on each tuition paying student enrolled at the University, commencing with the regular fall semester in 1981, the Tuition Fee as follows:

- (i) \$0.42 per registered Semester Credit Hour, with a maximum aggregate of \$5.00, for each regular fall and spring semester for each enrolled student; and
- (ii) \$0.42 per registered Semester Credit Hour, with a maximum aggregate of \$2.50, for each term of each summer session for each enrolled student.

(b) So long as any Parity Bonds or Additional Bonds are outstanding, the Tuition Fee shall not be reduced, and the Issuer covenants and agrees to fix, charge, and collect the above Tuition Fee assigned and pledged as aforesaid, and to credit same as received to the Pledged Revenue Fund, herein-after created.

(c) The Tuition Fee shall be deposited directly to the credit of the Pledged Revenue Fund, commencing with the regular fall semester in 1981, and used to make part of the payments required to be made into the Interest and Sinking Fund in connection with the Parity Bonds and any Additional Bonds.

Section 11. (a) The Issuer covenants and agrees to fix, levy, charge, and collect the General Fee from all students (excepting any category of students now exempt from paying fees by the Education Code) enrolled at the University at each regular fall and spring semester and at each term of each summer session, for the general use and availability of the University, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund in connection with the Parity Bonds and any Additional Bonds.

(b) Effective with the 1979 regular fall semester a General Fee for the general use and availability of the University has been and is hereby fixed and confirmed, and shall be levied, charged, and collected from each student enrolled in the University (excepting any student in a category now exempt from paying fees by the Education Code), as follows:

\$6.00 per registered Semester Credit Hour at each of the regular fall and spring semesters, and at each term of each summer session.

(c) The General Fee shall be increased as and when required by this Resolution, and may be decreased so long as all Pledged Revenues are sufficient to provide the money for making all deposits required to be made to the credit of the Interest and Sinking Fund in connection with the Parity Bonds and any Additional Bonds. All changes in such General Fee shall be made by resolution of the Issuer, but such procedure shall not constitute or be regarded as an amendment of this

Resolution, but merely the carrying out of the provisions hereof.

(d) It is specifically found and determined by the Issuer that the Bonds are issued pursuant to applicable Sections of the Texas Education Code, including specifically Section 55.17(c) thereof, to be secured by a pledge of an unlimited use fee (the General Fee), and that (1) the estimated maximum amount per semester hour of the pledged General Fee (based on current enrollment and conditions) during any future semester necessary to provide for the payment of the principal of and interest on all the Parity Bonds when due, together with (2) the aggregate amount of all use fees which were levied on a semester hour basis for the current semester to pay the principal of and interest on all other previously issued bonds, do not exceed \$6.00 per semester hour. In arriving at the foregoing conclusion the Issuer has estimated that the aggregate of all available Pledged Revenues and other revenues will be more than sufficient to obviate the necessity of levying any aforesaid use fees based on a semester hour basis in excess of an aggregate of \$6.00 per semester hour.

Section 12. (a) Section 71.07 of the Education Code authorizes the Issuer to levy in addition to all other fees a student union fee (the "Student Union Fee") at the University not to exceed \$15 per student for each regular semester and not to exceed \$7.50 per student for each term of each summer session, for the purpose of financing, constructing, operating, maintaining, and improving a student union building for the University, subject to an affirmative vote of a majority of the student body voting at the University. It is officially found and determined by the Issuer that the aforesaid maximum authorized Student Union Fees of not to exceed \$15 and \$7.50, respectively, were duly approved by the affirmative vote of a majority of the students at the University voting at a student election and referendum called and held for such purpose on November 29 and November 30, 1979. It is further found and determined by the Issuer (i) that since the fall semester in 1982 the aforesaid Student Union Fees have been levied by the Issuer in the aforesaid maximum amounts, and never have been decreased, (ii) that 5/8ths of the principal amount of each of the Bonds is attributable solely to student union building purposes, and 5/8ths of each payment of principal and/or interest on each of the Bonds when due will be attributable solely to student union building purposes, (iii) that the continued levy and collection of said Student Union Fees in the aforesaid maximum amounts authorized will never produce funds sufficient to pay when due the principal of and interest on the 5/8ths portion of each of the Bonds attributable to student union building purposes, but that the entire Pledged Revenues will be more than sufficient to pay the principal of and interest on all of the Bonds, and (iv) that said Student Union Fees should continue to be levied and collected in the aforesaid maximum amounts while the Bonds are outstanding. Wherefore, said Student Union Fee has been and is hereby fixed, confirmed, and levied, and shall be charged and collected from each student enrolled at the University (excepting any student in any category now exempt from paying fees by the Education Code), as follows:

- (1) \$15.00 from each student enrolled for each regular semester, and
- (2) \$7.50 from each student enrolled for each term of the summer session,

and such Student Union Fees shall never be reduced or abrogated while the Bonds are outstanding.

(b) All Student Union Fees shall be deposited into an account to be known as "The University of Texas at San Antonio Student Union Fee Account", and shall be placed under the control of and subject to the order of the student union advisory committee (the "Committee"), which shall be constituted and function as provided and required by law and the Issuer. The Issuer covenants that it will, prior to the commencement of each fiscal year of the University, require such Committee to submit annually to the Issuer a complete and itemized budget for the student union building for the ensuing fiscal year, to be accompanied by a full and complete report of all activities conducted during the past year and all expenditures made incident to those activities. The Issuer annually shall advise the Committee, prior to the preparation of each annual budget, of the amount of Pledged Revenues, exclusive of the Student Union Fee, which will be available during the ensuing fiscal year for paying during such fiscal year the principal of and interest on the Bonds and any payments required to be made into the Debt Service Reserve in the Interest and Sinking Fund in connection with the Bonds. The Issuer shall advise the Committee that the annual budget for the ensuing fiscal year is required to provide and allocate for such purpose such amount of the collections of the Student Union Fee as will, together with other available Pledged Revenues, be sufficient to pay the principal of, interest on, and any Debt Service Reserve requirements in connection with, the Bonds for the ensuing fiscal year, which amount is hereby pledged for such purpose and shall constitute a first charge against the collections of the Student Union Fees, and a first lien on such amount is hereby granted and confirmed in favor of the owners of the Bonds as security therefor. In the event the Committee fails for any fiscal year to budget the above required amount the Issuer covenants and agrees that it shall, as authorized by Section 71.07 of the Education Code, make such changes in each such budget as are necessary to cause it to provide the above required amount. The Issuer covenants and agrees that, during each fiscal year of the University while the Bonds are outstanding, it will cause to be deposited into the Pledged Revenue Fund, hereinafter created, out of The University of Texas at San Antonio Student Union Fee Account, such amount of the Student Union Fees as will be required, in addition to the other Pledged Revenues available during such fiscal year, to pay the principal of, interest on, and any Debt Service Reserve requirements in connection with the Bonds.

Section 13. The Issuer covenants that it will cause all Net Revenues of the University Book Store to be deposited as realized into the Pledged Revenue Fund, hereinafter created.

Section 14. There is hereby created and established and there shall be maintained on the books of the Issuer a separate account to be entitled the "Pledged Revenue Fund". All Pledged Revenues shall be credited to the Pledged Revenue Fund, except the interest and investment income derived from the Interest and Sinking Fund and any surplus Student Union Fees which are not required to be so deposited pursuant to Section 12 hereof.

Section 15. To pay the principal of and interest on all outstanding Parity Bonds and any Additional Bonds, as the same come due, there has been created and established, and there shall be maintained at an official depository of the Issuer (which must be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "Combined Fee Revenue Bonds Interest and Sinking Fund" (herein sometimes called the "Interest and Sinking Fund"); and there is hereby created and established and there shall be maintained as a separate account within the Interest and Sinking Fund a Debt Service Reserve (the "Debt Service Reserve") which may be used

finally in retiring the last of the outstanding Parity Bonds and any Additional Bonds, or for paying the principal of and interest on any outstanding Parity Bonds and Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is otherwise insufficient for such purpose.

Section 16. Money in any Fund or account (including the Debt Service Reserve in the Interest and Sinking Fund) maintained pursuant to this Resolution may, at the option of the Issuer, be placed in time deposits or invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, and evidences of indebtedness of the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, or Federal National Mortgage Association; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or account will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund or account from which the deposit or investment was made; provided that so long as the "Required Amount" in market value is on deposit in the Debt Service Reserve in the Interest and Sinking Fund, as hereinafter provided, such interest and income derived from the Debt Service Reserve shall be credited to the other part of the Interest and Sinking Fund and used for paying interest on the Parity Bonds and any Additional Bonds. All investments shall be sold promptly when necessary to prevent any default in connection with the Parity Bonds or Additional Bonds.

Section 17. (a) Immediately after the delivery of the Initial Bond all accrued interest and any premium received from the sale of the Initial Bond shall be deposited to the credit of the Interest and Sinking Fund.

(b) On or before August 25, 1984, and semiannually on or before each February 25th and August 25 thereafter, the Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund the amounts as follows:

(1) an amount which, together with any other amounts then on deposit therein and available for such purpose, will be sufficient to pay the interest scheduled to come due on the Parity Bonds on the next succeeding interest payment date; and

(2) such amounts, in approximately equal semiannual installments, commencing on or before August 25, 1984, as will be sufficient to pay the principal scheduled to mature and come due on the Parity Bonds on the next succeeding March 1; and

(3) to the credit of the Debt Service Reserve, an amount equal to 1/10th of the average annual principal and interest requirements of the Parity Bonds, provided that when and so long as the money and investments in the Debt Service Reserve are at least equal in market value to the amount of the average annual principal and interest requirement of the then outstanding Parity Bonds (the "Required Amount") then no additional deposits are required to be made therein; provided that if the Debt Service Reserve is at any time, or should be depleted to, less than the Required Amount in market value, then semiannual deposits into the Debt Service Reserve shall be made and continued in an amount equal to 1/10th of the

average annual principal and interest requirements of the then outstanding Parity Bonds until the Debt Service Reserve contains or is restored to the Required Amount in market value.

Section 18. (a) If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) Subject to making all deposits to the credit of the Interest and Sinking Fund, including the Debt Service Reserve therein, as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, the surplus Pledged Revenues may be used by the Issuer for any lawful purpose.

Section 19. That all money in all Funds established by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Issuer, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 20. Whenever the total amount in the Interest and Sinking Fund, including the Debt Service Reserve therein, shall be equivalent to (1) the aggregate principal amount of all Parity Bonds and Additional Bonds, if any, outstanding, plus (2) the aggregate amount of all unpaid interest thereon, no further payment need be made into the Interest and Sinking Fund. In determining the amount of Parity Bonds or Additional Bonds outstanding, there shall be subtracted the amount of any Parity Bonds or Additional Bonds which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents sufficient for such redemption.

Section 21. The Issuer shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose, including the refunding of any Parity Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Parity Bonds, and all other outstanding Additional Bonds, by an irrevocable first lien on and pledge of the Pledged Revenues.

Section 22. (a) Each resolution under which Additional Bonds are issued shall provide that the Interest and Sinking Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Parity Bonds. However, each resolution under which Additional Bonds are issued shall specifically provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Issuer shall transfer from said Pledged Revenues and deposit to the credit of the Debt Service Reserve in the Interest and Sinking Fund at least such amounts as will, together with any other amounts already required to be deposited in the Debt Service Reserve in connection with the Parity Bonds and any Additional Bonds, be

sufficient to cause the Debt Service Reserve to accumulate and contain within a period of not to exceed five years from the date of the then proposed Additional Bonds a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of all Parity Bonds and Additional Bonds scheduled to be outstanding after the issuance of the then proposed Additional Bonds.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on March 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on March 1 and September 1.

Section 23. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of the University signs a written certificate to the effect that the Issuer is not in default as to any covenant, condition, or obligation in connection with all outstanding Parity Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund contains the amount then required to be therein.

(b) The State Auditor of the State of Texas, or any certified public accountant, signs a written certificate to the effect that, during either the University's fiscal year, or the twelve calendar month period, next preceding the date of execution of such certificate, the Pledged Revenues were at least equal to 1.25 times the average annual principal and interest requirements of all Parity Bonds and Additional Bonds which were then outstanding during such fiscal year or period.

(c) The senior financial officer of the University signs a written certificate to the effect that during each University fiscal year while any Parity Bonds or Additional Bonds are scheduled to be outstanding, beginning with the fiscal year next following the date of the then proposed Additional Bonds, the Pledged Revenues estimated to be received during each of said fiscal years, respectively, will be at least equal to 1.25 times the principal and interest requirements of all Parity Bonds and Additional Bonds scheduled to be outstanding after the issuance of the then proposed Additional Bonds, during each of said Fiscal years, respectively.

Section 24. On or before the first day of September, 1984, and on or before the first day of each March and of each September thereafter while any of the Parity Bonds and Additional Bonds, if any, are outstanding and unpaid, there shall be made available to the paying agents therefor, out of the Interest and Sinking Fund, money sufficient to pay such interest on and such principal of the Parity Bonds and Additional Bonds, if any, as will accrue or mature on such September 1 or March 1. The paying agents shall totally destroy all paid Parity Bonds and Additional Bonds, if any, and any coupons appertaining thereto, and shall furnish the Issuer with an appropriate certificate of destruction.

Section 25. The Issuer covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Parity Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Parity Bond and Additional Bond, on the dates and in the

places and manner prescribed in such Parity Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the Pledged Revenues, the amounts of money specified herein.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Parity Bonds; that all action on its part for the creation and issuance of the Parity Bonds has been duly and effectively taken, and that the Parity Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) It lawfully owns and is lawfully possessed of the lands upon which the existing campus, buildings, and facilities constituting the University are located, and has a good and indefeasible estate in such lands in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid lands, and every part thereof and improvements thereon, for the benefit of the holders and owners of the Parity Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the campus, buildings, and facilities of the University, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior the the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) It will continuously and efficiently operate and maintain in good condition, and at a reasonable cost, the University and the facilities and services thereof, (including specifically the University Book Store), so long as any Parity Bonds or Additional Bonds are outstanding.

(f) While the Bonds or any Additional Bonds are outstanding and unpaid, the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Resolution in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(h) Each year while any of the Parity Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or a certified public accountant, such audit to be based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of each year. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Issuer, a copy of such audit for the preceding fiscal year shall be mailed to the original purchaser of each issue of the Parity Bonds, and to all other bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(i) The Issuer covenants to and with the purchasers of the Parity Bonds that it will make no use of the proceeds of the Parity Bonds at any time throughout the term of any issue of Parity Bonds which, if such use had been reasonably expected on the date of delivery of the Parity Bonds to and payment for the Parity Bonds by the purchasers, would have caused the Parity Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto and by this covenant the Issuer is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Issuer further covenants that the proceeds of the Parity Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Parity Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 26. (a) Any Parity Bond or Additional Bond shall be deemed to be paid, retired, and no longer outstanding ("defeased") within the meaning of this Resolution when payment of the principal of, redemption premium, if any, on such Parity Bond or Additional Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided by irrevocably depositing with or making available to a paying agent therefor, in trust and irrevocably set aside exclusively for such payment (1) money sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of such paying agent pertaining to the Parity Bonds and Additional Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of such paying agent. At such time as a Parity Bond or Additional Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Resolution or a lien on and pledge of the Pledged Revenues, and shall be entitled to payment solely from such money or Government Obligations.

(b) Any moneys so deposited with a paying agent may at the direction of the Issuer also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the paying agent pursuant to this Section which is not required for the payment of the Parity Bonds and Additional Bonds, the redemption premium, if any, and so deposited, shall

be turned over to the Issuer or deposited as directed by the Issuer.

(c) For the purpose of this Section, the term "Government Obligations" shall mean direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may or may not be in book-entry form.

(d) Notwithstanding the foregoing, the Issuer covenants that with respect to the Bonds (Series 1984) it will provide a Paying Agent/Registrar to perform the services of Paying Agent/Registrar for the Bonds as provided in this Resolution the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services.

Section 27. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) Issuer for Issuing Replacement Bonds. In accordance with Section 6 of Vernon's Ann. Tex. Civ. St. Art. 717k-6, this Section of this Resolution shall constitute authority for the

issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(d) of this Resolution for Bonds issued in conversion and exchange for other Bonds.

Section 28. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, AND CUSIP NUMBERS. The Chairman of the Issuer is hereby authorized to have control of the Initial Bond issued hereunder and all necessary records and proceedings pertaining to the Initial Bond pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Bond or on any Parity Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

Section 29. SALE OF INITIAL BOND. The Initial Bond is hereby sold and shall be delivered to \_\_\_\_\_, for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of \$ \_\_\_\_\_. It is hereby officially found, determined, and declared that the Initial Bond has been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement dated March 15, 1984, prepared and distributed in connection with the sale of the Initial Bond. Said Official Notice of Sale and Bidding Instructions and Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the Issuer, and their use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Issuer.

Section 30. FURTHER PROCEDURES. The Chairman of the Issuer, the Executive Secretary of the Issuer, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Resolution, the Bonds, the sale of the Bonds, and the Notice of Sale and Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
COMBINED FEE REVENUE BONDS SERIES 1984  
\$8,000,000

SALE OF BONDS.--As authorized, bids were called for and received until 5:00 P.M., C.S.T., on April 11, 1984, and then publicly opened and tabulated. A copy of the tabulation is attached.

The Office of the Chancellor recommends that the Board of Regents adopt the resolution authorizing the issuance of The University of Texas at San Antonio Combined Fee Revenue Bonds, Series 1984, in the amount of \$8,000,000 and the sale to Chemical Bank, New York, New York, at the price of par and accrued interest to the delivery plus a premium of \$40.95 at rates of interest shown on the tabulation. The average effective interest cost on the bonds to the Board of Regents is 10.153160%.

DESIGNATION OF PAYING AGENT/REGISTRAR.--Attached is a tabulation of the bids received and publicly opened and tabulated at 2:00 P.M., C.S.T., on April 3, 1984, in accordance with specifications previously furnished.

The Office of the Chancellor recommends that the bid for Paying Agent/Registrar submitted by First City National Bank of Austin, Austin, Texas, for this issue be accepted. The bank will charge the Board of Regents \$800.00 annually.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 2:00 P.M., C.S.T., on April 3, 1984, in accordance with specifications furnished to printing companies.

The Office of the Chancellor recommends that the bid of Hart Graphics, Inc., Austin, Texas, be accepted for printing of the bonds with lithographed borders, as set out in the specifications, for the sum of \$1,550.00







BIDS FOR PAYING AGENT/REGISTRAR  
 \$8,000,000  
 BOARD OF REGENTS FOR THE UNIVERSITY OF TEXAS SYSTEM  
 THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
 COMBINED FEE REVENUE BONDS, SERIES 1984

Tabulation of Bids Received:  
 April 3, 1984 - 2:00 P.M., C.S.T.

BIDDER	BID
First City National Bank of Austin	We will charge the Board of Regents \$800.00 annually.
RepublicBank San Antonio, N.A.	We will charge the Board of Regents \$1,200.00 annually.
The American National Bank of Austin	We will charge the Board of Regents \$2,000.00 annually.
InterFirst Bank Austin, N.A.	Not responsive
Mercantile National Bank at Dallas	Not responsive

BIDS FOR PRINTING  
\$8,000,000  
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
COMBINED FEE REVENUE BONDS, SERIES 1984

Tabulation of Bids Received  
April 3, 1984 - 2:00 P.M. C.S.T.

Bidder	Will Charge the Board of Regents as Follows for Printing 4,800 Bonds:	Number of Working Days
Hart Graphics, Inc. 8000 Shoal Creek Blvd. Austin, Texas 78758	\$1,550.00	10
Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	\$1,782.00	10
American Bank Note Company 5858 W. 73rd Street Chicago, IL 60638	\$2,755.00	20

# 1984

JANUARY  
 S M T W T F S  
 1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30 31

JULY  
 S M T W T F S  
 1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30 31

FEBRUARY  
 S M T W T F S  
 1 2 3 4  
 5 6 7 8 9 10 11  
 12 13 14 15 16 17 18  
 19 20 21 22 23 24 25  
 26 27 28 29

AUGUST  
 S M T W T F S  
 1 2 3 4  
 5 6 7 8 9 10 11  
 12 13 14 15 16 17 18  
 19 20 21 22 23 24 25  
 26 27 28 29 30 31

MARCH  
 S M T W T F S  
 1 2 3  
 4 5 6 7 8 9 10  
 11 12 13 14 15 16 17  
 18 19 20 21 22 23 24  
 25 26 27 28 29 30 31

SEPTEMBER  
 S M T W T F S  
 1  
 2 3 4 5 6 7 8  
 9 10 11 12 13 14 15  
 16 17 18 19 20 21 22  
 23 24 25 26 27 28 29  
 30

APRIL  
 S M T W T F S  
 1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30

OCTOBER  
 S M T W T F S  
 1 2 3 4 5 6  
 7 8 9 10 11 12 13  
 14 15 16 17 18 19 20  
 21 22 23 24 25 26 27  
 28 29 30 31

MAY  
 S M T W T F S  
 1 2 3 4 5  
 6 7 8 9 10 11 12  
 13 14 15 16 17 18 19  
 20 21 22 23 24 25 26  
 27 28 29 30 31

NOVEMBER  
 S M T W T F S  
 1 2 3  
 4 5 6 7 8 9 10  
 11 12 13 14 15 16 17  
 18 19 20 21 22 23 24  
 25 26 27 28 29 30

JUNE  
 S M T W T F S  
 1 2  
 3 4 5 6 7 8 9  
 10 11 12 13 14 15 16  
 17 18 19 20 21 22 23  
 24 25 26 27 28 29 30

DECEMBER  
 S M T W T F S  
 1  
 2 3 4 5 6 7 8  
 9 10 11 12 13 14 15  
 16 17 18 19 20 21 22  
 23 24 25 26 27 28 29  
 30 31

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**Executive Committee**

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EXECUTIVE COMMITTEE  
Committee Chairman Newton

Date: April 12, 1984

Time: Following the 1:00 p.m. Session of the Board of Regents

Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

	<u>Page</u> <u>Ex.C</u>
1. U. T. System: Policies for Preparation of Legislative Budget Requests for 1986-1987 Biennium (Exec. Com. Letter 84-19)	3
2. U. T. Arlington - Thermal Energy Plant and Campus Distribution System (Project No. 301-474): Recommended Award of Construction Contract to ESCON Constructors, Inc., Houston, Texas and Approval of Plaque Inscription (Exec. Com. Letter 84-21)	5
3. U. T. Austin - Central Chilling Station No. 5 (Project No. 102-551) - Recommended Award of Equipment Purchase Contract to Westinghouse Electric Corporation, Austin, Texas (Exec. Com. Letter 84-18)	10
4. U. T. Austin: College of Business Administration and Graduate School of Business - Phase I, University Teaching Center (Project No. 102-480) - Report of Errors in Bid and Request to Excuse Labry Commercial Interiors, Austin, Texas, from its Bid on Base Proposal "A" (All Seminar and Computer Tables and Seminar Chairs); Recommended Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Clegg/Austin, Austin, Texas; Labry Commercial Interiors, Austin, Texas; Texas Scenic Company, Inc., San Antonio, Texas; Texas Steel Equipment Company, Houston, Texas, and Request for Authorization for the Chancellor to Sign the Contracts (Exec. Com. Letter 84-18)	11
5. U. T. Austin: "Little Campus" Building - Recommended Award of Contracts for Furniture and Furnishings to Southwest Business Interiors, Houston, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Smith Office Furniture, San Antonio, Texas; Dismukes Blind & Drapery, Austin, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 84-20)	15
6. U. T. Austin: Proposed Appointment to the O'Neil Ford Centennial Chair in Architecture, School of Architecture, Effective September 1, 1984 (Exec. Com. Letter 84-21)	18

7. U. T. Health Science Center - Houston (U. T. Public Health School - Houston) - Completion of Shelled Space (Project No. 701-557): Recommended Award of Construction Contract to Wil-Freds Construction/Southwest, Inc., Houston, Texas, and Approval of Revised Total Project Cost (Exec. Com. Letter 84-21) 19
8. U. T. Health Science Center - San Antonio: Salary Increase Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 84-17) 21
9. U. T. Cancer Center: Recommendation for Authorization to Acquire Land in Houston, Harris County, Texas (Exec. Com. Letter 84-21) 22

1. U. T. System: Policies for Preparation of Legislative Budget Requests for 1986-1987 Biennium (Exec. Com. Letter 84-19).--

### RECOMMENDATION

The Executive Committee concurs in the recommendation of the Office of the Chancellor that the U.T. Board of Regents approve the following Budget Policies for use in preparing the Legislative Budget Requests for the 1986-1987 Biennium:

#### Policies for Preparing Legislative Budget Requests for the Biennium 1986-1987

In preparing the Legislative Budget Requests for the biennium beginning September 1, 1985, the instructions issued by the Coordinating Board, Texas College and University System, the Legislative Budget Board and the Governor's Office of Management and Budget are to be used as guidelines. Additionally, the following policies and limitations shall be observed relating to areas not funded by formula or otherwise covered by the above-mentioned instructions:

a. Salary Advances for Faculty and Professional Staff

Funds may be requested to grant salary increases up to 9% in 1986 and an additional 6% in 1987.

b. Salary Advances for Classified Personnel

Funds may be requested to provide for a 6.8% increase in 1986 and an additional 3.4% increase in 1987. In addition, requests may include sufficient funds for a 3.4% merit increase for approximately one-half of all employees each year.

c. New Positions

All requests for new positions must be based on new or expanded programs or on improvements in existing programs, and be fully justified.

d. Maintenance, Operation and Equipment

The general guideline for requesting funds for this item should be for an increase up to 20% in 1986 plus an additional 20% increase in 1987. In limited situations such as scientific equipment, medical supplies, and like items, in which price escalation or other factors make the above limitations totally impractical, actual needs must be the basis for the request. In these situations the variance from the general standard stated above must be carefully justified.

e. Utilities

Requests for Purchased Utilities are to be based on projected needs using the best available rate estimates, carefully documented. In addition, System policy supports an emergency utility request to meet deficiencies in the 1984-85 Purchased Utilities appropriations.

f. Staff Benefits

1. Employee Insurance Premiums. Use \$112 per month in 1986 and \$146 per month in 1987 for each person in requesting funds for payment of the State's contribution toward the cost of insurance premiums. Eligible employees are those covered under provisions of the "Texas State College and University Employees Uniform Insurance Benefits Act."
2. O.A.S.I. - State's Contribution of Employees' Share of Tax. As a System policy, the Legislature will be requested to continue the payment of the employees' share of the O.A.S.I. Tax and to expand the payments from the current 5.85% on \$16,500 (included in the Legislative Budget Requests) to the actual tax levied by the Federal Government.

g. Special Items

Funds may be requested to support items which are peculiar to the particular institution and which are not otherwise included in other specific "Elements of Institutional Costs". Support for these special items must be fully justified.

h. Capital Project Items

Funds may be requested for capital projects that under existing law are eligible for General Revenue financing. These items should show high priority in the institutional Strategic Plans and be subject to completion generally within the 1986-1987 biennium. Inasmuch as equipment items included in Item d are regular and routine acquisitions, Capital Equipment requests should be related only to new or expanded program requirements or major replacement and updating of obsolete teaching, research, and hospital equipment.

1986-1987 LEGISLATIVE BUDGET CALENDAR

Executive Committee	U. T. Board of Regents' Approval of Policies
June 1, 1984	<u>Five</u> draft Copies of Legislative Budget Requests (bound) due to System Administration (including five copies of supplemental data)
June 18-22, 1984	Budget Hearings with System Administration
July 2, 1984	Thirty Copies of First Submission of Legislative Budget Requests (unbound) due to System Administration for binding (with five copies of adjusted supplemental data, as applicable)

July 13, 1984	Filing Date - First Submission Legislative Budget Requests mailed to U. T. Board of Regents
August - September	Hearings with staffs of Legislative Budget Board and Governor's Office of Management and Budget
October 8, 1984	Forty-five copies of Second Submission Legislative Budget Requests (unbound) due to System Administration for binding (with five copies of adjusted supplemental data, as applicable)
October 19, 1984	Filing Date - Second Submission Legislative Budget Requests mailed to U. T. Board of Regents

2. U. T. Arlington - Thermal Energy Plant and Campus Distribution System (Project No. 301-474): Recommended Award of Construction Contract to ESCON Constructors, Inc., Houston, Texas, and Approval of Plaque Inscription (Exec. Com. Letter 84-21).--

RECOMMENDATIONS

The Executive Committee concurs in the recommendations of President Nedderman and the Office of the Chancellor that the U. T. Board of Regents:

- a. Award a construction contract to ESCON Constructors, Inc., Houston, Texas, the lowest responsible bidder for construction of the Thermal Energy Plant and Campus Distribution System at U. T. Arlington, as follows:

Base Bid	\$6,769,000
Correction for Error in Base Bid	270,400
Alternate No. 2 - Removal of Salvage Equipment from Existing Plant	42,000
Alternate No. 3 - Overhead Crane	<u>43,000</u>
Total Recommended Contract Award	\$7,124,400

- b. Approve the inscription set out on Page Ex.C 6 for a plaque to be placed on the building. The inscription follows the standard pattern approved by the U. T. Board of Regents on June 1, 1979.

THERMAL ENERGY PLANT  
1984

BOARD OF REGENTS

Jon P. Newton, Chairman  
Robert B. Baldwin III, Vice-Chairman  
Janey Slaughter Briscoe, Vice-Chairman  
(Mrs. Dolph)  
Jess Hay  
Beryl Buckley Milburn  
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E. D. Walker  
Chancellor, The University  
of Texas System  
Wendell H. Nedderman  
President, The University  
of Texas at Arlington  
Friberg Alexander Maloney  
Gipson Weir, Inc.  
Project Engineer  
ESCON Constructors, Inc.  
Contractor

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents given on December 8-9, 1983, bids for construction of a new Thermal Energy Plant at U. T. Arlington were called for and received, opened and tabulated on February 16, 1984, as shown on Pages Ex.C 8 - 9.

Soon after the bid opening, ESCON Constructors, Inc., informed the Office of Facilities Planning and Construction (OFPC) that its bid contained an error in the amount of \$270,400. At the request of OFPC, an ESCON official provided documentation which substantiated the claim that a clerical error had been made in ESCON's officially submitted bid. One sheet of paper with last-minute telephone changes in prices for mechanical equipment had been omitted and was not posted to ESCON's bid recapitulation.

All of ESCON's documentation was reviewed and examined in detail by the Project Engineer, Friberg Alexander Maloney Gipson Weir, Inc. and by the OFPC staff. The conclusion was reached that ESCON did make an honest bidding error in the amount of \$270,400.

ESCON has requested that its bid be corrected in the amount of \$270,400 or that it be excused from its bid without forfeiture of its bond.

There are four courses of action open to the U. T. Board of Regents:

- a. Award a construction contract to ESCON in the amount of its low bid of \$6,854,000 for the Base Bid and Alternates 2 and 3. If ESCON refuses to perform, the Board of Regents can try to collect on ESCON's 5% Bid Bond. It is the assessment of the Office of General Counsel that this course of action would not prevail if it were to become the subject of a court suit. It is likely, based upon the facts in this case, that the court would excuse ESCON from its bid without forfeiture of its bond.

- b. Award a construction contract to ESCON in the amount of its requested corrected bid, \$7,124,400, for the Base Bid and Alternates 2 and 3. Although it is rare that reformation of a bid is permitted, the facts in this instance appear to support such a course of action.
- c. Excuse ESCON from its bid without forfeiture of its bond and award a construction contract to Rodgers Construction, Inc., Dallas, Texas, the second lowest bidder, in the amount of \$7,568,300 for the Base Bid and Alternates 2 and 3.
- d. Reject all bids, modify the project and re-bid the work. There are very few modifications which can be made to the project. Re-bidding the work is not likely to result in better prices; it is more likely to result in higher prices. Although this course of action is possible, it is neither practical nor desirable. It would result in the loss of three to four months time and would fail to make utilities available on the schedule required by U. T. Arlington.

It is the judgment of President Nedderman and the Office of the Chancellor that the course of action listed in subparagraph b, above, represents the best choice open to the U. T. Board of Regents. It permits the award of the Base Bid and Alternates 2 and 3, which contain all of the work required by U. T. Arlington for its new Thermal Energy Plant. The Office of General Counsel has reviewed and concurs in the recommendations made.

The recommended total project cost, as previously authorized, is composed of the following cost elements:

Construction Costs	\$ 7,124,400
Prepurchased Equipment	1,906,690
Future Work (Facilities Control and Monitoring System, Electric Service Connections)	370,000
Fees and Administrative Expenses	774,752
Project Contingency	164,158
Miscellaneous Expenses	<u>60,000</u>
Authorized Total Project Cost	\$10,400,000

Funds for this project are from appropriations made by the 67th Legislature at its Special Session in 1982.

*See Page B+G 3 for an addition to this contract.*

NEW THERMAL ENERGY PLANT  
 THE UNIVERSITY OF TEXAS AT ARLINGTON  
 Bids Received February 16, 1984 at 2:00 p.m., C.S.T., at  
 U. T. Arlington, Arlington, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Tunnel to Architecture Building</u>	<u>Alt. #2 Equipment Removal</u>	<u>Alt. #3 Overhead Crane</u>	<u>Alt. #4 Tunnel to Activities Building</u>	<u>Alt. #5 Electric Switchgear</u>
ESCON Constructors, Inc., Houston, Texas	\$6,769,000	\$492,000	\$ 42,000	\$43,000	\$169,500	\$190,000
Rodgers Construction, Inc. Dallas, Texas	7,434,000	567,000	82,200	52,100	299,000	226,000
EX- C Starstone Construction Company, Houston, Texas	7,494,000	440,000	70,000	45,000	280,000	228,000
8 Del E. Webb Corporation, Grand Prairie, Texas	7,528,000	650,000	117,000	39,400	323,600	226,000
Howard U. Freeman, Inc., Irving, Texas	7,625,000	605,885	130,700	41,093	255,605	203,110
Hensel Phelps Construction Co., Greeley, Colorado	7,650,000	548,000	86,000	45,000	244,000	200,000
B. B. Andersen Construction Co., Inc., Topeka, Kansas	7,677,777	430,000	84,000	44,000	273,000	317,000
Cadenhead - Rangaire, Inc., Fort Worth, Texas	7,724,000	577,000	118,000	43,500	280,000	207,000

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1 Tunnel to Architecture Building</u>	<u>Alt. #2 Equipment Removal</u>	<u>Alt. #3 Overhead Crane</u>	<u>Alt. #4 Tunnel to Activities Building</u>	<u>Alt. #5 Electric Switchgear</u>
Metro Southwest Construction, Inc. dba METRO/CRS, Dallas, Texas	\$7,799,000	\$450,000	\$115,000	\$39,800	\$250,000	\$225,000
John W. Ryan Construction Co., Inc., Arlington, Texas	8,092,000	562,000	90,000	39,500	272,000	214,000
Belco Construction Company, Inc., Temple, Texas	7,981,000	574,000	107,000	43,000	302,000	222,000
Sanders Industries Ltd., Inc., Kansas City, Missouri	8,333,000	615,000	83,000	44,000	307,000	204,000
B-F-W Construction Co., Inc., Temple, Texas	8,350,000	660,000	130,000	44,000	329,000	207,000



The award of this equipment purchase contract to Westinghouse Electric Corporation in the amount of \$826,112 can be made within the budgeted cost limit of \$980,000 for this equipment.

This prepurchased equipment cost is a part of previously funded appropriations of \$4,775,000 from Permanent University Fund Bond proceeds.

4. U. T. Austin: College of Business Administration and Graduate School of Business - Phase I, University Teaching Center (Project No. 102-480) - Report of Errors in Bid and Request to Excuse Labry Commercial Interiors, Austin, Texas, from its Bid on Base Proposal "A" (All Seminar and Computer Tables and Seminar Chairs); Recommended Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Clegg/Austin, Austin, Texas; Labry Commercial Interiors, Austin, Texas; Texas Scenic Company, Inc., San Antonio, Texas; Texas Steel Equipment Company, Houston, Texas, and Request for Authorization for the Chancellor to Sign the Contracts (Exec. Com. Letter 84-18).--

#### RECOMMENDATIONS

The Executive Committee concurs in the recommendations of President Flawn and the Office of the Chancellor that the U. T. Board of Regents:

- a. Excuse Labry Commercial Interiors, Austin, Texas, from its bid on Base Proposal "A" (All Seminar and Computer Tables and Seminar Chairs), College of Business Administration and Graduate School of Business - Phase I, University Teaching Center, U. T. Austin, because of an error in its bid
- b. Award contracts for furniture and furnishings for the College of Business Administration and Graduate School of Business - Phase I, University Teaching Center, U. T. Austin, to the following lowest responsible bidders:

Abel Contract Furniture & Equipment  
Co., Inc., Austin, Texas

Base Proposal "A"  
(All Seminar and Computer  
Tables and Seminar Chairs) \$74,775.55

Base Proposal "E"  
(Classroom Furniture) 69,727.30

Total Contract Award to Abel Contract  
Furniture & Equipment Co., Inc. \$144,502.85

Clegg/Austin, Austin, Texas

Base Proposal "B"  
(Interaction Lounge Seating) \$104,782.88

Labry Commercial Interiors,  
Austin, Texas

Base Proposal "C"  
(Computer Laboratory Chairs) 22,164.52

Texas Scenic Company, Inc.  
San Antonio, Texas

Base Proposal "F"  
(Stage Draperies) 5,645.00

Texas Steel Equipment Company,  
Houston, Texas

Base Proposal "D"  
(Student Lockers) 46,761.64

GRAND TOTAL RECOMMENDED CONTRACT AWARDS \$323,856.89

It is further recommended that the Chancellor be authorized to sign the contracts awarding these bids following approval of the Executive Committee.

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on December 11, 1981, bids were called for and were received, opened and tabulated on January 19, 1984, as shown on Pages Ex.C 13 - 14 for furniture and furnishings for the College of Business Administration and Graduate School of Business - Phase I, University Teaching Center, U. T. Austin. Funds for the contract awards are available in the Furnishings and Equipment Account.

With reference to Base Proposal "A" (All Seminar and Computer Tables and Seminar Chairs), the apparent low bidder, Labry Commercial Interiors, Austin, Texas, has alleged that an error was made in its bid. The alleged error is related to the basic cost of four items of furniture for which Labry received quotations from the supplier, Wells Associates. Labry understood that the quotation for the items, C-1, T-5, T-6, and T-8, were list prices when, in fact, they were net costs to the dealer. Assuming that he was using list prices, Labry then proceeded to apply the standard dealer discount before applying freight charges and a markup for overhead and profit. This resulted in a total bid on this package of \$45,903.45. Actual costs would be \$55,140.20. If Labry is required to perform the contract on this package, it will result in a cash loss of \$9,236.75 to the firm, plus the costs of administration and installation. Award to the second low bidder, Abel Contract Furniture & Equipment Co., Inc., Austin, Texas, appears to be justified. The bid of Abel Contract Furniture & Equipment Co., Inc., of \$74,775.55 compares favorably with the other bids received and with the estimated cost of \$79,690.00 for Base Proposal "A". A copy of the bid work sheet, the telephone quotation, and Labry's letter requesting to be excused from its bid on Base Proposal "A" are on file in the Office of Facilities Planning and Construction. The Office of General Counsel has reviewed the erroneous bid, agrees in the assessment stated above, and recommends that Labry Commercial Interiors be excused from its erroneous bid.

Base Proposal "A"  
(All Seminar & Computer Tables)  
& Seminar Chairs

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Labry Commercial Interiors, Austin, Texas	\$ 45,903.45
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$ 74,775.55
Rockford Business Interiors, Austin, Texas	\$ 75,203.70
Southwest Business Interiors, Houston, Texas	\$ 75,244.25
Paul Anderson Company, San Antonio, Texas	\$ 77,129.40
Business Interiors, A Division of Miller Business Systems, Arlington, Texas	\$ 77,228.92
Wilson Business Products, Services, and Systems, Incorporated, Houston, Texas	\$ 78,655.86
Finger Office Furniture, Houston, Texas	\$ 84,936.86
Stewart Office Supply Company, Dallas, Texas	\$ 85,612.28

Base Proposal "B"  
(Interaction Lounge Seating)

Clegg/Austin, Austin, Texas	\$104,782.88
Rockford Business Interiors, Austin, Texas	\$108,196.21
Wilson Business Products, Services, and Systems, Incorporated, Houston, Texas	\$109,759.59
Paul Anderson Company, San Antonio, Texas	\$111,490.90
Business Interiors, A Division of Miller Business Systems, Arlington, Texas	\$115,531.41
Finger Office Furniture, Houston, Texas	\$120,734.45

Base Proposal "C"  
(Computer Laboratory Chairs)

Labry Commercial Interiors, Austin, Texas	\$ 22,164.52
Wilson Business Products, Services, and Systems, Incorporated, Houston, Texas	\$ 22,427.24
Stewart Office Supply Company, Dallas, Texas	\$ 24,609.19
Finger Office Furniture, Houston, Texas	\$ 24,788.13

Base Proposal "D"  
(Student Lockers)

Texas Steel Equipment Company, Houston, Texas	\$ 46,761.64
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$ 51,205.36
Business Interiors, A Division of Miller Business Systems, Arlington, Texas	\$ 52,463.92
Finger Office Furniture, Houston, Texas	\$ 53,097.76
Labry Commercial Interiors, Austin, Texas	\$ 53,858.14
The Robinson Company of Austin, Inc., Austin, Texas	\$ 54,692.00

Base Proposal "E"  
(Classroom Furniture)

Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$ 69,727.30
Southwest Business Interiors, Houston, Texas	\$ 70,178.66
Business Interiors, A Division of Miller Business Systems, Arlington, Texas	\$ 75,903.24
Labry Commercial Interiors, Austin, Texas	\$ 85,435.69

Base Proposal "F"  
(Stage Draperies)

Texas Scenic Company, Inc., San Antonio, Texas	\$ 5,645.00
E. G. Jenkins Company, Dallas, Texas	\$ 7,223.00
Horton Draperies of Texas, Inc., Houston, Texas	\$ 8,003.00

5. U. T. Austin: "Little Campus" Building - Recommended Award of Contracts for Furniture and Furnishings to Southwest Business Interiors, Houston, Texas; Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Smith Office Furniture, San Antonio, Texas; Dismukes Blind & Drapery, Austin, Texas; and Carpet Services, Inc., Austin, Texas (Exec. Com. Letter 84-20).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that the U. T. Board of Regents award contracts for furniture and furnishings for the "Little Campus" Building at U. T. Austin to the following lowest responsible bidders:

Southwest Business Interiors,  
Houston, Texas

Base Proposal "A"  
(Conference Room Seating) \$ 5,708.50

Base Proposal "B"  
(General Office & Lounge Furniture) 95,351.35

Base Proposal "F"  
(Wood Visitor Seating) 9,516.70

Total Contract Award to  
Southwest Business Interiors \$110,576.55

Abel Contract Furniture & Equipment  
Co., Inc., Austin, Texas

Base Proposal "C"  
(Office Seating) \$16,864.03

Base Proposal "E"  
(Office Landscape Furniture) 65,641.92

Total Contract Award to  
Abel Contract Furniture & Equipment Co., Inc. \$ 82,505.95

Smith Office Furniture,  
San Antonio, Texas

Base Proposal "D"  
(Upholstered Visitor Seating) \$ 11,153.48

Dismukes Blind & Drapery,  
Austin, Texas

Alternate Proposal "G-1"  
In Lieu of Base Proposal "G"  
(Window Treatments) 59,818.87

Carpet Services, Inc.,  
Austin, Texas

Base Proposal "H"  
(Carpet) 37,801.00

GRAND TOTAL RECOMMENDED CONTRACT AWARDS \$301,855.85

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents on August 13, 1982, bids were called for and were received, opened and tabulated on January 31, 1984, as set forth on Pages Ex.C 16 - 18 for furniture and furnishings for the "Little Campus" Building at U. T. Austin. Funds for the contract awards are available in the Furnishings and Equipment Account.

With reference to Base Proposal "B" (General Office & Lounge Furniture), the apparent low bidder, Smith Office Furniture, San Antonio, Texas, submitted an unresponsive bid in that it was a partial bid and did not include all the required items in this package. The lowest responsive bid was submitted by Southwest Business Interiors, Houston, Texas.

With reference to Base Proposal "G", Alternate Proposal "G-1" is preferred. This alternate will provide wood shutters in lieu of window blinds for approximately 110 large windows, 3-1/2 feet wide by 9 feet high. The wood shutters are believed to be more appropriate to the architectural character of this historical building, as well as more durable than window blinds. Also, the favorable bids allow acceptance within the budgeted funds.

With reference to Base Proposal "E", this base proposal is preferred rather than Alternate Proposal "E-1". This proposal for wood style office landscape furniture is believed to be more appropriate to the historic architectural style than the more contemporary, slightly lower in cost, office landscape furniture of Alternate Proposal "E-1". The favorable bid on Base Proposal "E" indicates a difference of approximately \$5,400 for the 30 work stations involved.

Base Proposal "A"  
(Conference Room Seating)

Southwest Business Interiors, Houston, Texas	\$ 5,708.50
Labry Commercial Interiors, Austin, Texas	6,257.02
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	6,550.16
Stewart Office Supply Company, Dallas, Texas	6,622.74

Base Proposal "B"  
(General Office & Lounge Furniture)

Smith Office Furniture, San Antonio, Texas	\$84,702.39*
Southwest Business Interiors, Houston, Texas	95,351.35
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	99,874.10

\*Partial, Incomplete Bid

Base Proposal "C"  
(Office Seating)

Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$16,864.03
Southwest Business Interiors, Houston, Texas	17,247.00
Stewart Office Supply Company, Dallas, Texas	17,286.61

Base Proposal "D"  
(Upholstered Visitor Seating)

Smith Office Furniture, San Antonio, Texas	\$11,153.48
Southwest Business Interiors, Houston, Texas	11,470.75
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	11,956.52
Stewart Office Supply Company, Dallas, Texas	11,978.48

Base Proposal "E"  
(Office Landscape Furniture)

Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$65,641.92
Clegg/Austin, Austin, Texas	86,108.53

Alternate Proposal "E-1"  
(Office Landscape Furniture)

Labry Commercial Interiors, Austin, Texas	\$60,228.67
Stewart Office Supply Company, Dallas, Texas	71,805.37

Base Proposal "F"  
(Wood Visitor Seating)

Southwest Business Interiors, Houston, Texas	\$ 9,516.70
Smith Office Furniture, San Antonio, Texas	9,567.77
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	9,847.38
Stewart Office Supply Company, Dallas, Texas	9,903.61

	<u>Base Proposal "G"</u> <u>(Window Treatments)</u>
Dismukes Blind & Drapery Company, Austin, Texas	\$ 7,517.54
E. G. Jenkins, Dallas, Texas	8,596.76
Dills-Challstrom, Austin, Texas	10,950.00
	<u>Alternate Proposal "G-1"</u> <u>(Window Treatments)</u>
Dismukes Blind & Drapery Company, Austin, Texas	\$59,818.87
E. G. Jenkins, Dallas, Texas	61,943.02
Dills-Challstrom, Austin, Texas	78,700.00
	<u>Base Proposal "H"</u> <u>(Carpet)</u>
Carpet Services, Inc., Austin, Texas	\$37,801.00
San Antonio Floor Finishers, Inc., San Antonio, Texas	39,167.00
Western Floors of Austin, Inc., Austin, Texas	41,617.50
Bexar Floor Covering Company, San Antonio, Texas	41,806.00

6. U.T. Austin: Proposed Appointment to the O'Neil Ford Centennial Chair in Architecture, School of Architecture, Effective September 1, 1984 (Exec. Com. Letter 84-21).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of President Flawn and the Office of the Chancellor that Dr. Charles W. Moore, Professor and Program Head, School of Architecture, University of California at Los Angeles (UCLA), be appointed as the initial holder of the O'Neil Ford Centennial Chair in Architecture in U. T. Austin's School of Architecture, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Moore is recognized as one of the most influential architects in the world, and has served as Dean or Chairman of the architecture programs at UCLA, Yale University, and the University of California at Berkeley since 1962. In addition to being a practicing architect with over 160 projects,

Dr. Moore is the author or co-author of over 25 books and articles, and is generally credited as the inventor of super-graphics and architectural roof shapes influencing much of the recent residential design.

The O'Neil Ford Centennial Chair in Architecture in the School of Architecture, was established by the U. T. Board of Regents on April 8, 1982.

Circulation of this proposed appointment via Executive Committee Letter was necessitated due to the scheduling of a major event honoring Dr. Moore prior to the April Board of Regents' meeting.

7. U. T. Health Science Center - Houston (U. T. Public Health School - Houston) - Completion of Shelled Space (Project No. 701-557): Recommended Award of Construction Contract to Wil-Freds Construction/Southwest, Inc., Houston, Texas, and Approval of Revised Total Project Cost (Exec. Com. Letter 84-21).--

#### RECOMMENDATIONS

The Executive Committee concurs in the recommendations of President Bulger and the Office of the Chancellor that the U. T. Board of Regents:

- a. Award a construction contract to Wil-Freds Construction/Southwest, Inc., Houston, Texas, the lowest responsible bidder for the Completion of Shelled Space for the U. T. Public Health School - Houston, as follows:

Base Bid	\$2,045,000
Alternate No. 1 Resilient Flooring for Stairs A, B, & C	<u>19,000</u>
Total Recommended Contract Award	\$2,064,000

- b. Approve a revised total project cost of \$3,100,000 to cover the recommended contract award, fees, furniture, equipment, and related project expenses. (The previously appropriated amount for total project funding was \$4,707,000 with authorization to award within this amount.)

#### BACKGROUND INFORMATION

In accordance with authorization by the U. T. Board of Regents on December 8, 1983, bids for the Completion of Shelled Space for the U. T. Public Health School - Houston were called for and were received, opened and tabulated on February 21, 1984, as shown on Page Ex.C 20.

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. No. 1 Resilient Floor Stairs A, B, &amp; C</u>
Wil-Freds Construction/ Southwest, Inc., Houston, Texas	\$2,045,000	\$19,000
Starstone Construction Company, Houston, Texas	2,115,000	36,000
Wilmac Constructors, Inc., Houston, Texas	2,149,000	25,000
Kupco Construction, Inc., Houston, Texas	2,158,000	20,000
Dakota Constructors, Inc., Houston, Texas	2,198,000	19,000
Robert E. McKee, Inc., Houston, Texas	2,198,000	19,000
W. J. Hessert Construction Company, Inc., Houston, Texas	2,200,000	19,000
Paramount Contracting, Inc., DBA S&S Contracting Company and Saul Friedman, A Joint Venture, Houston, Texas	2,206,000	21,000
G. R. Grier, Inc., Houston, Texas	2,214,000	20,000
Manhattan Construction Company, Houston, Texas	2,218,000	18,111
Cahaba Construction Company, Houston, Texas	2,240,000	19,900
Howard S. Stone Construction Company, Houston, Texas	2,253,000	20,000
Rodgers Construction, Inc., Houston, Texas	2,254,000	19,000
Stone Construction Company, Inc., Houston, Texas	2,260,000	22,000
P. G. Bell Company, Houston, Texas	2,310,000	20,000
Baxter Construction Company, Inc., Houston, Texas	2,355,000	26,000
C.I.T. Construction Incorporated of Texas, Stafford, Texas	2,356,200	26,000
Constructors Unlimited, Inc., Houston, Texas	2,365,441	20,000
Keeper Company, Inc., Houston, Texas	2,420,225	55,000
Coburn Construction Company, Inc., Cypress, Texas	2,504,000	40,000

A construction contract award to Wil-Freds Construction/Southwest, Inc., Houston, Texas, in the amount of \$2,064,000 for the Base Bid and Alternate No. 1 can be made within the revised total project cost of \$3,100,000.

The previously approved total project cost of \$4,707,000 has been funded from proceeds of Permanent University Fund Bonds in the amount of \$4,647,000 and Unexpended Plant Funds in the amount of \$60,000. The appropriation from Permanent University Fund Bond proceeds may now be reduced by \$1,607,000 to \$3,040,000 while still providing adequate total project funding.

The recommended revised total project cost is composed of the following cost elements:

Construction Costs	\$2,064,000
Furniture and Equipment	560,000
Air Balancing Allowance; Facilities Control and Monitoring System	120,000
Fees and Administration Expenses	188,000
Project Contingency	159,000
Miscellaneous Expenses	9,000
Recommended Total Project Cost	\$3,100,000

8. U. T. Health Science Center - San Antonio: Salary Increase Requiring Advance Regental Approval Under Budget Rules and Procedures No. 2 (Exec. Com. Letter 84-17).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of President Harrison and the Office of the Chancellor that the U. T. Board of Regents approve the following salary increase at The University of Texas Health Science Center at San Antonio:

#### Obstetrics and Gynecology

Increase the annual compensation rate of Assistant Professor Jeffrey M. Dicke (Nontenure) from \$42,000 to \$50,050 effective January 1, 1984.

Source of Funds:

State: Obstetrics and Gynecology - Teaching Salaries

#### BACKGROUND INFORMATION

Dr. Dicke joined the faculty as a Fellow in Maternal and Fetal Medicine. Now as an Assistant Professor, he has developed into an extraordinarily valuable member of the department. He is the person designated by the Division of Maternal and Fetal Medicine as the primary Geneticist. He has developed special skills in this area, not only in the Cytogenetics Laboratory, but also as the Genetics Counselor in the Genetics Clinic. In

addition, Dr. Robert Huff, who has become an expert in Chorionic Biopsy, has taught Dr. Dicke those techniques so that Drs. Huff and Dicke now share this responsibility. They also provide all of the sonography and amniocentesis in the department. Dr. Dicke is working with Dr. George Henderson of the Department of Medicine and Pharmacology on an in vitro placental assay designed to study the mechanism of intrauterine growth retardation. He is also involved in a project studying intrauterine fetal demise which combines microbiologic, anatomic, genetic and clinical studies of babies that die in utero.

The Department has made a substantial investment in Dr. Dicke's education and development such that he is now highly valuable to the department. The negative side of this investment is that Dr. Dicke is now highly recruitable by other institutions who likewise have difficulty in finding individuals with these skills and background. In looking at the present levels of support for the Assistant Professors in the department, Dr. Dicke is presently well below the lowest salary.

It is recommended that his annual rate be raised as a preventive measure, rather than compete with the bidding when another institution tries to recruit him.

9. U. T. Cancer Center: Recommendation for Authorization to Acquire Land in Houston, Harris County, Texas (Exec. Com Letter 84-21).--

#### RECOMMENDATION

The Executive Committee concurs in the recommendation of President LeMaistre and the Office of the Chancellor that authorization be given to acquire a tract of land at the southwest corner of South Braeswood and Holcombe Boulevard, Houston, Texas, from Shell Oil Company, Houston, Texas, for \$1,260,000.

#### BACKGROUND INFORMATION

This tract, which has a land area of approximately 35,070 square feet, is presently the site of a Shell service station. The surrounding property is already a part of the U. T. Cancer Center campus. The acquisition of this parcel is important to the future development of the campus because of its proximity to the Anderson Mayfair Hotel and the proposed Rotary International Patient and Family Housing Facility. The consideration of \$1,260,000 is the appraised value as of November 21, 1983.

Authority to purchase was requested by Executive Committee letter because Shell Oil Company must notify the present lessee of termination of his lease prior to March 31, 1984, and did not wish to do so unless it has a commitment to purchase from the U. T. Board of Regents. Legislative authority to purchase this property was granted by House Bill 287 of the 60th Legislature.

**Finance and  
Audit Committee**

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FINANCE AND AUDIT COMMITTEE  
Committee Chairman Rhodes

Date: April 12, 1984

Time: Following the meeting of the Executive Committee

Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

PART I: AGENDA ITEMS FOR ACTION

Page  
F&A

1. U. T. System: Docket No. 15 of the Office of the Chancellor 2
2. U. T. Board of Regents: Proposed Amendment to Section 1, Chapter XI, Part Two of the Regents' Rules and Regulations Concerning Modification of Docket Procedures 2

PART I: AGENDA ITEMS FOR ACTION

1. U. T. System: Docket No. 15 of the Office of the Chancellor.--

RECOMMENDATION

It is recommended that Docket No. 15 of the Office of the Chancellor be approved.

It is requested that the Committee confirm that authority to execute contracts, documents, or instruments approved therein has been delegated to the officer or official executing same.

2. U. T. Board of Regents: Proposed Amendment to Section 1, Chapter XI, Part Two of the Regents' Rules and Regulations Concerning Modification of Docket Procedures.--

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of the Executive Director for Finance and Administration and the Business Management Council that the lead-in paragraph to Section 1, Chapter XI, Part Two, Regents' Rules and Regulations, be amended to read as follows:

"Sec. 1. Initial contracts [~~Contracts~~], grants, and agreements from or with outside agencies for research, training, and educational services, including institutional support grants (except as provided in Subsection 1.1 below) shall be approved by the chief administrative officer and ratified by the Board via the institutional dockets. Subsequent institutional dockets should include only the changes in these initial contracts, grants, and agreements that involve changes in funds over \$10,000. It is not necessary to report contract extensions, amendments, modifications, changes in investigators or other changes in the institutional dockets unless they increase or decrease the total original contract by more than \$10,000. Although these items will not be reported in the institutional docket, copies of such changes shall be provided to the U. T. System Comptroller."

BACKGROUND INFORMATION

Because of frequent small changes, particularly in Federal contracts and grants, the volume of material routinely being reported to the U. T. Board of Regents through the docket has increased to the point that docket volume is getting out of hand. Under the proposed amendments all initial contracts, grants, and agreements for research, training, and educational services, irrespective of amount, would continue to be reported to the Board. Thereafter, only changes in excess of \$10,000 would be reported in the institutional docket. However, for central record keeping purposes, the Office of the Comptroller, U. T. System, would continue to receive copies of modifications of the initial contracts, grants, and agreements.

**Academic  
Affairs Com.**

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ACADEMIC AFFAIRS COMMITTEE  
Committee Chairman Baldwin

Date: April 12, 1984  
Time: Following the meeting of the Finance and Audit Committee  
Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

	<u>Page</u> <u>AAC</u>
<u>PART I: AGENDA ITEMS FOR ACTION</u>	
1. U. T. Board of Regents: Proposed Amendment to Chapter III, Part One of the Regents' <u>Rules and Regulations</u> by Adding a New Sub-section 6.26 and Amending Section 6.3	4
2. U. T. System, U. T. Austin, and U. T. Dallas: Request for Approval of Memoranda of Understanding with The University of Texas Foundation, Inc., The University of Texas Foundation No. 1, Inc., No. 2, Inc., No. 3, Inc., No. 4, Inc., The Business School Foundation and The UTD Management School Foundation	5
3. U. T. Arlington: Request for Authorization to Offer a Bachelor of Science Degree in Nursing at East Texas State University-Texarkana and to Submit the Proposed Program to the Coordinating Board for Approval (Catalog Change)	10
4. U. T. Arlington: Recommendation for Authorization to Collect an Instrument User's Fee and a Microscope User's Fee, Effective with the Fall Semester 1984 (Catalog Change)	11
5. U. T. Arlington: Recommendation for Approval to Increase Rental Rates for University-Owned Residence Halls (Dormitories), University Village (New Student Housing) and Other Apartments Acquired Through the Land Acquisition Program, Effective Fall Semester 1984 (Catalog Change)	11
6. U. T. Austin: Proposed Appointment to the William David Blunk Memorial Professorship for the 1984-85 Academic Year, Effective September 1, 1984	13
7. U. T. Austin: Proposed Appointment to the Jack S. Josey Professorship in Energy Studies for the 1984-85 and 1985-86 Academic Years, Effective September 1, 1984	14
8. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Business Administration and Graduate School of Business, Effective September 1, 1984	15

	<u>Page</u> <u>AAC</u>
9. U. T. Austin: Proposed Appointment to the Jesse H. Jones Centennial Chair in Communication in the College of Communication, for the Period June 1, 1984 through July 31, 1984	18
10. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Engineering, Effective September 1, 1984	18
11. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the School of Law, Effective September 1, 1984	21
12. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Liberal Arts, Effective September 1, 1984	24
13. U. T. Austin: Proposed Appointment to the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts, College of Liberal Arts, Effective September 1, 1984	25
14. U. T. Austin: Proposed Reappointment to the Bess Harris Jones Centennial Professorship in Natural Resource Policy Studies, Lyndon B. Johnson School of Public Affairs, Effective September 1, 1984	26
15. U. T. Austin: Proposed Appointment to a Trull Centennial Professorship in Physics, College of Natural Sciences, Effective September 1, 1984	26
16. U. T. Austin: Proposed Appointment to the Schlumberger Centennial Chair in Computer Sciences, College of Natural Sciences, Effective September 1, 1984	27
17. U. T. Austin: Proposed Appointment to the Leslie Bowling Professorship in Geological Sciences, College of Natural Sciences, for the 1984 Fall Semester, Effective September 1, 1984	27
18. U. T. Austin: Proposed Reappointment to the Fred M. Bullard Professorship in Geological Sciences, College of Natural Sciences, Effective September 1, 1984	28
19. U. T. Austin: Proposed Reappointment to The Robert Lee Sutherland Chair in Mental Health and Social Policy, School of Social Work, Effective September 1, 1984	29
20. U. T. Austin: Proposed Appointments to the Edward Larocque Tinker Chair in Latin American Studies for the 1984 Fall Semester, Effective September 1, 1984	29
21. U. T. Austin: Recommended Acceptance of Transfer of the Engineers' Loan Fund from the Board of Directors of the Engineers' Loan Fund	30

	<u>Page</u> <u>AAC</u>
22. U. T. Austin: Proposed Changes to "Guidelines For Matching Grants Under The Regents' Endowed Teachers and Scholars Program"	31
23. U. T. Austin: Recommendation to Name a Room in the College of Engineering (Regents' <u>Rules and Regulations</u> , Part One, Chapter VIII, <u>Section 1</u> , Subsection 1.2, Naming of Facilities Other Than Buildings)	32
24. U. T. Austin: Recommendation for Approval to Increase the 1984-85 Rates for University Housing, Effective Fall Semester 1984 (Catalog Change)	32
25. U. T. Dallas: Recommendation for Approval to Increase the Student Services Fee (Required), Effective with the Fall Semester 1984 (Catalog Change)	35
26. U. T. El Paso: Recommendation for Approval to Increase the Student Services Fee (Required), Effective with the Fall Semester 1984 (Catalog Change)	36
27. U. T. Permian Basin: Request for Approval of Proposed Lease with The Art Institute of the Permian Basin, Odessa, Texas	36
28. U. T. Tyler: Proposed Appointments to the J. S. Hudnall Professorship for American Affairs and the J. S. Hudnall Professorship in Energy and Technology, Effective September 1, 1984	41
<u>PART II: OTHER ITEMS FOR INFORMATION AND CONSIDERATION</u>	41
Report on Coordinating Board Approvals	41

PART I: AGENDA ITEMS FOR ACTION

1. U. T. Board of Regents: Proposed Amendment to Chapter III, Part One of the Regents' Rules and Regulations by Adding a New Subsection 6.26 and Amending Section 6.3.--

RECOMMENDATION

The Office of the Chancellor recommends that Chapter III, Part One of the Regents' Rules and Regulations be amended by adding a new Subsection 6.26 and amending Section 6.3 to read as follows:

- 6.26 A person appointed to a faculty position with the title of Instructor, Assistant Professor, Associate Professor, or Professor at a component institution of the System may not, during the term of such appointment, hold a tenured position on the faculty of another educational institution outside the System.
- 6.261 Appointments within the System to the above specified titles shall be conditioned upon the appointee having resigned any tenured position that the appointee may then hold on the faculty of an educational institution outside the System. Such resignation must be completed and effective prior to the effective date of the appointment at the System component; otherwise, such appointment shall be void and of no effect.
- 6.262 The acceptance of an appointment to a tenured position on the faculty of an educational institution outside the System shall be considered as a resignation of any faculty position with the title of Instructor, Assistant Professor, Associate Professor, or Professor that such appointee may hold at a System component.
- 6.3 Termination by an institution of the employment of a faculty member who has been granted tenure and of all other faculty members before the expiration of the stated period of their appointment, except as is otherwise provided in Subsection 6.26, or by resignation or retirement for age in accordance with these rules, will be only for good cause shown. In each case the issue will be determined by an equitable procedure, affording protection to the rights of the individual and to the interests of the System.

This item requires the concurrence of the Health Affairs Committee.

BACKGROUND INFORMATION

It has been discovered that, in at least one instance, a tenured faculty member at a component institution in the U. T. System, while on leave of absence, accepted a tenured position

at another institution of higher education outside the U. T. System. The policy expressed in the amendments proposed above is consistent with common practices and understandings among institutions of higher education and, indeed, substantial arguments can be made that the acceptance of one tenured position is an automatic vacation of the other position. However, it is believed prudent to make the policy explicit, and the proposed amendments are intended to explicitly state the position of the U. T. System with regard to faculty appointed to the title of Instructor, Assistant Professor, Associate Professor, or Professor at a component institution of the U. T. System, while at the same time holding a tenured position on the faculty of an institution of higher education outside the U. T. System.

2. U. T. System, U. T. Austin, and U. T. Dallas: Request for Approval of Memoranda of Understanding with The University of Texas Foundation, Inc., The University of Texas Foundation No. 1, Inc., No. 2, Inc., No. 3, Inc., No. 4, Inc., The Business School Foundation and The UTD Management School Foundation.--

#### RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of the U. T. System Director of Development and Presidents Flawn and Rutford to approve the execution of the Memoranda of Understanding set out on Pages AAC 6 - 9 by and between:

- a. U. T. System and The University of Texas Foundation, Inc.  
The University of Texas Foundation No. 1, Inc.  
The University of Texas Foundation No. 2, Inc.  
The University of Texas Foundation No. 3, Inc.  
The University of Texas Foundation No. 4, Inc.
- b. U. T. Austin and The Business School Foundation
- c. U. T. Dallas and The UTD Management School Foundation

The proposed Memorandum of Understanding with each of these external foundations is substantially identical and memorializes the nature of the relationship between the component and the external foundation.

#### BACKGROUND INFORMATION

Attorney Generals' Opinions H-1309 (1978) and MW-373 (1981) have provided guidelines in clarifying many questions concerning the relationship of foundations to State-supported universities in Texas. The U. T. Board of Regents has taken several steps to bring the U. T. System and its various component institutions within the guidelines set out in the Attorney Generals' Opinions and in the recently enacted Senate Bill 772, now compiled as Article 6252-11f, Vernon's Texas Civil Statutes. This article requires a State agency which is authorized to accept money from private donors or from "private organization[s] designed to further the purposes and duties of the agency" to adopt rules governing the relationship between the agency and such organizations or donors. The U. T. Board of Regents, on December 8, 1983, amended its Rules and Regulations to comply with this article. That action and the execution of this Memorandum of Understanding should bring the relationship between these components and these external foundations into full compliance with Article 6252-11f, Vernon's Texas Civil Statutes, and Attorney Generals' Opinions H-1309 and MW-373.

MEMORANDUM OF UNDERSTANDING

By this Memorandum of Understanding, The University of Texas System ("University") and The University of Texas Foundation, Inc. ("Foundation") agree as follows:

1. The Foundation has engaged in development activities for the University and its component institutions ("Components"), has provided various and substantial support for the development of the University and its Components, and has furnished important administrative and other services to the University. The continuation of these activities is essential to the maintenance of the University. The University and the Foundation deem it appropriate to, and do hereby, memorialize the nature of the relationship between the Foundation and the University and its Components, ratify and approve these past activities by the Foundation, and agree mutually for the future regarding the respective roles, rights, and obligations of the University and the Foundation in this relationship.

2. The Foundation is a nonprofit educational corporation chartered in 1967, for the purposes of supporting the educational undertakings of the University by furthering education, research, and financial assistance to deserving students and of accepting donations for particular objectives to accomplish such purposes and of cooperating with the advancement of the general welfare of the University as a whole. The policy of the Board of Directors

of the Foundation includes the activities of securing, holding in trust, and administering funds for the benefit of the University and its Components.

3. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will: (1) continue to invest and administer the funds presently on hand for the benefit of the University; (2) continue to accept and administer gifts for the benefit of the University to enrich the educational environment of the University and by other reasonable means to enhance the prestige of, and to advance, the University and utilize the Foundation's expertise, resources, and personnel for such purposes; (3) continue to render other assistance to the University of the general nature of the assistance it has rendered in the past and to render other assistance to the University in the future as may mutually appear desirable; and (4) continue to recognize the University and its Components as the sole beneficiary of its development policy and its educational support.

4. The University agrees that, during the term of this Memorandum of Understanding, the University will: (1) provide reasonable space in or near its buildings, as approved by the University Chancellor, to the Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of the University; (2) provide the utilities and telephone services reasonably needed by the Foundation in carrying out its activities under this Memorandum of Understanding; (3) permit reasonable use of

University equipment and personnel as needed to coordinate the activities of the Foundation with the educational operations of the University and hereby expressly recognizes that the Chancellor and University officers and employees may reasonably assist from time to time in development programs as may be needed or helpful in coordinating those Foundation activities with the operations of the University; and (4) in conjunction with the Foundation, execute annual written agreements specifying the use of University personnel to directly assist in the operation of the Foundation, setting forth a reasonable sum to be paid by the Foundation to the University for the assistance rendered by such personnel.

5. It is expressly mutually agreed that funds raised by the development activities of the Foundation may be subject to a reasonable management or operations charge or fee by the Foundation, or its agent, but all such charges or fees with regard to endowed funds shall come from income, not from corpus. All funds, whether endowed, restricted, or unrestricted, accepted by the Foundation shall be held, invested, managed, and disbursed by the Foundation for the sole benefit of the University, subject to any restrictions placed thereon by particular donors.

This agreement is effective immediately upon execution by the parties and approval by the Board of Regents of The University of Texas System, and it shall remain in effect from year to year unless modified in writing by mutual agreement of the Foundation and the University or terminated

by either the Foundation or the University upon giving notice twelve (12) months prior to the end of a fiscal year of the University.

Approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Approved by the Foundation on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM

By: \_\_\_\_\_  
E. D. Walker, Chancellor

THE UNIVERSITY OF TEXAS  
FOUNDATION, INC.

By: \_\_\_\_\_  
Rex G. Baker, Jr., President

Dated: \_\_\_\_\_, 1984.

3. U. T. Arlington: Request for Authorization to Offer a Bachelor of Science Degree in Nursing at East Texas State University-Texarkana and to Submit the Proposed Program to the Coordinating Board for Approval (Catalog Change).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation that approval be given to U. T. Arlington to offer the Bachelor of Science degree in Nursing at East Texas State University-Texarkana. This off-campus program proposal is in direct response to requests by East Texas State University officials and community leaders in Texarkana, since the area is in need of a baccalaureate nursing education program. Upon approval by the U. T. Board of Regents, the request will be forwarded to the Coordinating Board, Texas College and University System. If approved, the program will be continued only as long as the area need exists.

#### BACKGROUND INFORMATION

The proposed program addresses a recommendation of the report of the Nursing Education Advisory Committee to the Coordinating Board, Texas College and University System, which suggests that existing, accredited nursing education programs in Texas should deliver nursing education to unserved and under-served areas of the State on a short-term basis. At the present time, Texarkana is in an area where there is no baccalaureate program for nurses.

After being approached by East Texas State University officials and representatives from the Texarkana community, U. T. Arlington personnel made an on-site visit to the community in November of 1983 to assess clinical and other learning facilities. Based on that visit, discussions with civic and educational leaders in the community, and encouragement of the staff of the Coordinating Board, U. T. Arlington is proposing this off-campus program as a means of sharing institutional resources in its delivery of a needed educational program.

The proposed program would offer an option to enable registered nurses to obtain baccalaureate degrees in nursing. Area community colleges offer associate degrees in nursing, but medical facilities in the area have indicated a need for the baccalaureate program and for employment of baccalaureate-prepared nurses.

The estimated headcount enrollment for the program in 1985-86 is 12 increasing to 24 beginning in 1986-87. One and one-half full-time equivalent faculty positions will be needed to initiate the program and two full-time equivalent faculty will be used to continue it through 1988-89. Adequate library and clinical facilities are available at East Texas State University-Texarkana and area medical facilities. After initial start up costs, funding for the proposed program will come from formula-generated funds.

In the fall of 1983, U. T. Arlington's School of Nursing received an eight-year continuing accreditation from the National League for Nursing. Since 1977, the University has had an option available in its undergraduate curricula for the registered nurse and approximately 700 students have been graduated. The delivery of the proposed program by U. T. Arlington's School of Nursing in Texarkana will assure that a currently accredited program is providing quality nursing education to qualified applicants unable to commute great distances.

Upon approval by the Coordinating Board, the next appropriate institutional catalog published will be amended to reflect this action.

4. U. T. Arlington: Recommendation for Authorization to Collect an Instrument User's Fee and a Microscope User's Fee, Effective with the Fall Semester 1984 (Catalog Change).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation that the U. T. Board of Regents authorize The University of Texas at Arlington to collect an Instrument User's Fee of \$25.00 per semester from students who use institutionally-owned musical instruments. It is also recommended that a Microscope User's Fee be collected from students who use microscopes with fees ranging from \$5.00 to \$10.00 per semester depending on the amount of usage and value of the instruments used. Both of these fees will be effective with the Fall Semester 1984.

#### BACKGROUND INFORMATION

House Bill No. 2102, which was passed by the Sixty-Eighth Legislature, adds Section 65.44 to the Texas Education Code. This statute authorizes the U. T. Board of Regents to adjust the rate of incidental fees paid by students attending component institutions of The University of Texas System.

The Instrument User's Fee would be charged only to those students who use University-owned instruments. One hundred University instruments are presently used by students, and the average cost of servicing an instrument is approximately \$50.00 per instrument. Through establishment of this user fee, a sound program of instrument maintenance, security and replacement can be initiated.

The Microscope User's Fee would range from \$5.00 to \$10.00 per semester depending upon the course in which the microscope is used. The fees are based on the amount of usage in the course and the value of the microscope. User fees collected would be used to repair and replace microscopes.

Upon Regental approval, the minute order will reflect that the next appropriate catalog published will conform to this action.

5. U. T. Arlington: Recommendation for Approval to Increase Rental Rates for University-Owned Residence Halls (Dormitories), University Village (New Student Housing) and Other Apartments Acquired Through the Land Acquisition Program, Effective Fall Semester 1984 (Catalog Change).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Nedderman's recommendation that the U. T. Board of Regents approve increases in rental rates as set forth on Pages AAC 12 - 13 for University-Owned Residence Halls, University Village and other apartments acquired through the land acquisition program at The University of Texas at Arlington, effective with the Fall Semester 1984.

The University of Texas at Arlington  
Proposed Rate Schedule for 1984-85

University-Owned Residence Halls (Dormitories)

LONG SESSION

	<u>Current Rate</u>	<u>Effective Fall Semester 1984</u>
<u>Air Conditioned Halls</u>		
Lipscomb (North)	\$1,040	\$1,100
Trinity	1,040	1,100
<u>Non-Air Conditioned Halls</u>		
Lipscomb (South)	960	1,010
Pachl	900	950
Brazos	900	950

SUMMER SESSION

	<u>Current Rate</u>	<u>Effective Fall Semester 1984</u>
<u>Air Conditioned Halls</u>		
Lipscomb (North)	370	390
Trinity	370	390
<u>Non-Air Conditioned Halls</u>		
Lipscomb (South)	330	350
Pachl	330	350
Brazos	330	350
Summer Groups	\$8.00 per night per person	\$9.00 per night per person

Apartments

	<u>No. of Units</u>	<u>1983-84 Rates</u>	<u>1984-85 Proposed Rates</u>
<u>University Village</u> (Formerly New Student Housing)			
1 Bedroom (2 People)	80	\$270*	\$280*
1 Bedroom (2 People)	28	290*	300*
1 Bedroom (2 People)	12	285*	295*
1 Bedroom (2 People)	4	310*	320*
1 Bedroom (3 People)	4	340*	350*
<u>Other Apartments**</u>			
<u>Complex</u>			
<u>Border West</u>			
1 Bedroom	18	270	290
2 Bedroom	19	355	385
<u>Cooper South</u>			
1 Bedroom	14	270	290
2 Bedroom	15	355	385
<u>West</u>			
1 Bedroom	7	240*	250*
2 Bedroom	7	320*	340*

<u>Complex</u>	<u>No. of Units</u>	<u>1983-84 Rates</u>	<u>1984-85 Proposed Rates</u>
Pisces			
1 Bedroom	58	280	300
3 Bedroom	1	355	385
Capricorn			
1 Bedroom	48	270	290
1 Bedroom	4	280	300
Campus			
1 Bedroom	28	220*	230*
3 Bedroom	1	300*	320*
San Suz			
1 Bedroom	22	210*	220*
2 Bedroom	1	305	325
Del Mar			
1 Bedroom	12	185*	195*
Shelmar North			
1 Bedroom	12	180*	190*
Shelmar South			
1 Bedroom	7	220	240
2 Bedroom	1	240	270
El Rancho			
1 Bedroom	16	215	235
Efficiency	4	190	190

\* Tenant pays electrical bills

\*\* These apartments were acquired through the land acquisition program for U. T. Arlington. Rates are based on size and condition of apartments in comparison with pricing schedules in the City of Arlington.

#### BACKGROUND INFORMATION

These proposed rates are based on a review of increased costs during the past year and anticipated increases over the period of the rate recommendations. The proposed rates are consistent with inflationary trends and will continue to be under pricing schedules for comparable privately owned facilities in Arlington.

If this recommendation is approved, the minute order will reflect that the next appropriate catalog published will be amended to conform to this action.

6. U. T. Austin: Proposed Appointment to the William David Blunk Memorial Professorship for the 1984-85 Academic Year, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Raymond E. Davis, Professor in the Department of Chemistry at U. T. Austin, be appointed to the William David Blunk Memorial Professorship for the 1984-85 academic year, effective September 1, 1984.

## BACKGROUND INFORMATION

Dr. Davis, a faculty member at U. T. Austin since 1966, has distinguished himself with the quality of his instruction in large classes for freshmen, teaching more than 1,000 students annually. From 1974-77 Dr. Davis served as the department's undergraduate advisor and now serves as the Coordinator of the Division of Physical Chemistry. He has received the U. T. Austin Amoco Foundation Teaching Award, the College of Natural Sciences Award for Teaching Excellence in Chemistry, and the Outstanding Teacher Award given by students in freshman honor societies. He has over 90 published scientific papers and proceedings, and has co-authored a widely-used introductory chemistry textbook. In addition to being an excellent teacher, Dr. Davis is an active researcher maintaining an internationally recognized research program in structural chemistry and crystallography. His dedicated faculty service as a teacher, advisor, and researcher is fully consistent with the selection criteria for the Blunk Professorship.

Upon appointment, Dr. Davis will succeed Dr. Frank N. Bash, Chairman and Professor in the Department of Astronomy, who was appointed to this professorship for the 1983-84 academic year. The William David Blunk Memorial Professorship was approved by the U. T. Board of Regents on June 10, 1977.

7. U. T. Austin: Proposed Appointment to the Jack S. Josey Professorship in Energy Studies for the 1984-85 and 1985-86 Academic Years, Effective September 1, 1984.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Professor Stephen L. McDonald, Departments of Economics and Finance, be appointed to the Jack S. Josey Professorship in Energy Studies at U. T. Austin for the 1984-85 and 1985-86 academic years, effective September 1, 1984.

## BACKGROUND INFORMATION

Dr. McDonald has been a faculty member at U. T. Austin since 1961 and holds a joint appointment in the College of Liberal Arts and College of Business Administration. He is an internationally recognized energy economist, and has authored five books and over 80 other scholarly publications. An excellent teacher in both undergraduate and graduate courses, Professor McDonald received the President's Associates Teaching Excellence Award in Economics in 1982.

The initial gift to the Jack S. Josey Professorship in Energy Studies was accepted by the U. T. Board of Regents on October 1, 1976. In August 1979, gifts were received to complete the endowment. The Josey Professorship is a rotating position, for two-year periods, in the Colleges of Business Administration, Engineering, and Natural Sciences. If appointed, Professor McDonald will succeed Dr. Paul A. Jensen, Professor of Mechanical Engineering, whose appointment to the professorship will end August 31, 1984.

8. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Business Administration and Graduate School of Business, Effective September 1, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the following appointments to endowed academic positions in U. T. Austin's College of Business Administration and Graduate School of Business, effective September 1, 1984. Professors will vacate any currently held endowed positions on the effective date of the new appointment.

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. Karl E. Weick, Nicholas H. Noyes Professor of Organizational Behavior at Cornell University, Ithaca, New York	Harkins and Company Centennial Chair in the Graduate School of Business, established June 12, 1981; initial appointment
Dr. Gerald L. Thompson, IBM Professor of Systems and Operations Research at Carnegie-Mellon University, Pittsburgh, Pennsylvania	George Kozmetsky Centennial Chair in the Graduate School of Business, established February 13, 1981; initial appointment
Dr. Glenn A. Welsch, Peat, Marwick, Mitchell and Company Centennial Professor in Accounting	James L. Bayless Chair for Free Enterprise, established February 11, 1983; initial appointment
Dr. Ray M. Sommerfeld, Glenn A. Welsch Centennial Professor in Accounting	James L. Bayless/Rauscher Pierce Refsnes, Inc. Chair in Business Administration, established February 11, 1983; initial appointment
Dr. Kenneth E. Knight, Professor of Management	Arthur James Douglass Centennial Professorship in Entrepreneurship and Small Business, established August 13, 1982; initial appointment
Dr. Michael H. Granof, Professor of Accounting	Ernst and Whinney Distinguished Centennial Professorship of Accounting, established December 7, 1979
Dr. Robert D. Mettlen, Professor of Finance	Lamar Savings Centennial Professorship in Finance, established August 12, 1983; initial appointment
Dr. Stephen P. Magee, Margaret and Eugene McDermott Professor of Banking and Finance, and Chairman of the Department of Finance	Fred H. Moore Centennial Professorship in International Management in the Graduate School of Business, established December 12, 1980; initial appointment
Dr. Edward B. Deakin, Professor of Accounting	Price Waterhouse and Co. Centennial Professorship in Accounting, established August 12, 1983; initial appointment

Dr. Victor L. Arnold,  
Professor of Management,  
Director of the Bureau of  
Business Research, and  
Associate Dean for Research

Rex A. Sebastian/Dresser  
Foundation, Inc. Centennial  
Professorship in Business  
Administration, established  
August 12, 1983; initial  
appointment

Dr. Robert G. May, Ernst  
and Whinney Distinguished  
Centennial Professor of  
Accounting and Chairman,  
Department of Accounting

Glenn A. Welsch Centennial  
Professorship in Accounting,  
established May 30, 1980

Dr. Jack C. Robertson,  
Price Waterhouse and Co.  
Centennial Professor in  
Accounting

Charles T. Zlatkovich  
Centennial Professorship  
in Accounting, established  
August 12, 1983; initial  
appointment

#### BACKGROUND INFORMATION

Dr. Weick will be joining U. T. Austin's Department of Management, and is recognized as one of the world's leading authorities in organizational behavior. His research interests link business administration with sociology, psychology, education, and communication. He has written extensively and his book, Social Psychology of Organizations, is one of the most influential books in the field. He has taught at Stanford University, the University of Minnesota, and Purdue University, and is currently on leave from Cornell University to serve as the Thomas F. Gleed Professor of Business and Finance at Seattle University.

Dr. Thompson will join U. T. Austin's faculty as a Professor of Management, and is internationally known as a leading authority in management science and operations management. He served for 13 years as the Institute of Management Sciences representative to the Mathematics Division of the National Research Council, and has authored or co-authored over 120 research papers. Professor Thompson has lectured at numerous universities, and in 1976 received the National Western Electric Award for Innovative Teaching from the American Assembly of Collegiate Schools of Business.

Dr. Welsch, a faculty member at U. T. Austin since 1952, is internationally recognized for his research in accounting. He has authored or co-authored numerous accounting publications, and has held many important lecture positions in national and state accounting associations. Professor Welsch is an excellent teacher, and has received several teaching awards in the College of Business Administration including the Jack G. Taylor Award for Teaching Excellence in 1982.

Dr. Sommerfeld joined the U. T. Austin faculty in 1963, and is widely recognized as one of the leading scholars in taxation in the United States. He has authored or co-authored over 25 articles, and his book Introduction to Taxation is now in its ninth edition. Professor Sommerfeld has received several College of Business Administration teaching awards, is an active member of University committees, and has held offices with national accounting associations.

Dr. Knight has been a faculty member at U. T. Austin since 1969, and is nationally known for his work on the management of small businesses and organizational behavior. He is a member of the Governor's Task Force on Small Business and serves on the National Science Foundation's Innovative Processes

Research Advisory Panel. He is an excellent teacher, has contributed significantly to the development of curricula in the Graduate School of Business, and chairs the Personal Computer Subcommittee in the College of Business Administration.

Dr. Granof is nationally recognized for his scholarly work on government accounting, and is an elected member of the National Council on Governmental Accounting. He joined the U. T. Austin faculty in 1971, has authored or co-authored three books and over 20 other publications, and frequently is invited to address international and national accounting meetings. An effective teacher, Professor Granof serves on the Graduate School of Business MBA Committee and formerly directed the Master of Professional Accounting Program.

Dr. Mettlen, a faculty member at U. T. Austin since 1966, is a nationally recognized expert on savings and loan institutions. Since 1982 he has served as the Chairman of the Board of Directors and as Public Interest Director of the Ninth District Federal Home Loan Bank. He directs U. T. Austin's Texas Savings and Loan School each summer and has lectured widely for national executive development programs for financial institution officials. He is also an outstanding teacher, as is evidenced by his receiving the Joe D. Beasley Teaching Excellence Award in 1978. Professor Mettlen has contributed substantially to the effective administration of U. T. Austin and also serves the Austin community as Vice Chairman of the Board of Directors of the Austin Chamber of Commerce.

Dr. Magee is nationally known for his scholarly contributions in international trade and finance, the interactions of politics and economics, technology creation, and the multi-national corporation. He became a member of the U. T. Austin faculty in 1976, and has held faculty appointments at the University of Chicago and the University of California at Berkeley. He has written two books on international trade and has published over 30 articles, and regularly teaches microeconomics and international finance in addition to serving as Chairman of the Department of Finance.

Dr. Deakin, a member of U. T. Austin's faculty since 1972, is a world-wide authority on accounting practices for extractive industries. In 1983 he received the first College of Business Administration Foundation's Award for Notable Contributions to Research. Professor Deakin is an excellent teacher, serves on several Department of Accounting committees, and has developed more than 20 instructional cases to relate accounting models to actual business problems.

Dr. Arnold is widely recognized for his leadership in long-range planning for the State of Texas, and served as Director of the Texas 2000 project in the Office of the Governor from 1979 to 1982. He has significantly increased the level of contract research in U. T. Austin's Bureau of Business Research since he became its Director two years ago, and is frequently invited to speak to government and business officials on economic planning and development. Professor Arnold is an effective instructor and taught for six years in the LBJ School of Public Affairs and for three years at the University of Minnesota.

Dr. May became a faculty member at U. T. Austin in 1979 and Chairman of the Department of Accounting in 1980. He is an internationally known expert in auditing, financial accounting, and reporting practices. He has been recognized several times for his teaching excellence both at U. T. Austin and at the University of Washington, and has authored or co-authored three books and several articles, including one on accounting policy for which he received the 1976 American Institute of Certified

Public Accountants Distinguished Contribution to the Accounting Literature Award.

Dr. Robertson, a member of U. T. Austin's faculty since 1970, is nationally recognized for his contributions to auditing and financial accounting theory. His book Auditing is one of the most widely used auditing textbooks in the United States. In addition to directing the Department of Accounting auditing program and serving on several major departmental committees, he is an excellent teacher of both undergraduate and graduate students. He is an active participant in the activities of the American Accounting Association, and currently chairs its Securities and Exchange Commission Liaison Committee.

9. U. T. Austin: Proposed Appointment to the Jesse H. Jones Centennial Chair in Communication in the College of Communication, for the Period June 1, 1984 through July 31, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Frederick D. Williams, Professor in the Annenberg School of Communications, University of Southern California, be appointed as the initial holder of the Jesse H. Jones Centennial Chair in Communication in the College of Communication for the period June 1, 1984 through July 31, 1984, while he will be serving as a U. T. Austin Visiting Professor.

BACKGROUND INFORMATION

Dr. Williams, who was a U. T. Austin Professor of Speech Communication and Director of the Center for Communication Research from 1969 to 1973, has been on the faculty of the Annenberg School of Communications, University of Southern California, since its establishment in 1973. He also served as the School's first Dean. Professor Williams has authored or co-authored 15 books and over 60 scholarly publications on various facets of human communications. He regularly teaches both undergraduate and graduate courses in human communication theory as well as in communication and new technology. He will teach a course on the latter topic at U. T. Austin in the 1984 Summer Session.

The Jesse H. Jones Centennial Chair in Communication, College of Communication, was established by the U. T. Board of Regents on February 12, 1982.

10. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Engineering, Effective September 1, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the appointments to endowed academic positions in U. T. Austin's College of Engineering set out on Page AAC 19, effective September 1, 1984. Professors will vacate any currently held endowed positions on the effective date of the new appointment.

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. John E. Breen, Professor and holder of the Carol Cockrell Curran Chair in Engineering	Nasser I. Al-Rashid Chair in Civil Engineering, established July 11, 1980
Dr. Robert S. Schechter, Professor and holder of the Ernest Cockrell, Sr. Chair in Engineering	Getty Oil Company Centennial Chair in Petroleum Engineering, established August 13, 1982
Dr. B. Frank McCullough, Phil M. Ferguson Professor in Civil Engineering and Director of the Center for Transportation Research	Adnan Abou-Ayyash Centennial Professorship in Transportation Engineering, established June 17, 1983; initial appointment, effective for the 1984-85 academic year only
Dr. Joel W. Barlow, Professor, Department of Chemical Engineering	Z. D. Bonner Professorship of Chemical Engineering, established December 7, 1979; initial appointment
Dr. James O. Jirsa, Stanley P. Finch Professor in Engineering	Phil M. Ferguson Professorship in Civil Engineering, established April 10, 1981; effective for the 1984-85 academic year only
Dr. Edward R. Holley, Professor, Department of Civil Engineering	Stanley P. Finch Centennial Professorship in Engineering, established February 12, 1982
Dr. Roy E. Olson, Professor, Department of Civil Engineering	L. P. Gilvin Centennial Professorship in Civil Engineering, established April 8, 1982
Dr. Gary A. Pope, Associate Professor and holder of the Sun Exploration and Production Company Centennial Fellowship #1 in Petroleum Engineering	The Halliburton Annual Professorship, funded annually; effective for the 1984-85 academic year only
Dr. Augusto L. Podio, The Halliburton Professor, Department of Petroleum Engineering	H. B. (Burt) Harkins, Jr. Professorship in Petroleum Engineering, established October 12, 1979; effective for the 1984-85 academic year only
Dr. Paul A. Jensen, Jack S. Josey Professor in Energy Studies, Department of Mechanical Engineering	Hughes Tool Company Centennial Professorship in Mechanical Engineering, established April 8, 1982; initial appointment; effective for the 1984-85 academic year only

#### BACKGROUND INFORMATION

Dr. Breen, a faculty member at U. T. Austin since 1959, is widely recognized for his research contributions in structural engineering and has served as the Director of the Phil M. Ferguson Structural Engineering Laboratory since 1967. He

has authored more than 90 engineering publications, and has received numerous outstanding teacher awards, including the U. T. Austin Outstanding Graduate Teaching Award. In recognition of his exceptional engineering contributions, he was elected to the National Academy of Engineering in 1976.

Dr. Schechter joined the U. T. Austin faculty in 1956 and is well known for his research in enhanced oil recovery, uranium leach mining, surface chemistry and transport phenomena, and optimization techniques. He has served as Chairman of both the U. T. Austin Department of Chemical Engineering (1970-73) and the Department of Petroleum Engineering (1975-78), and has received several College of Engineering outstanding teacher and advisor awards. Dr. Schechter was elected to the National Academy of Engineering in 1976, and is the author or co-author of four books and over 160 other scholarly publications.

Dr. McCullough has been a faculty member at U. T. Austin since 1969 and Director of the Center for Transportation Research since 1980. He is internationally recognized for his research on highway and airport pavement design, and has participated in numerous transportation engineering research conferences for federal and state government agencies in the United States and Mexico. Dr. McCullough has authored more than 285 scholarly and technical publications, and has taught both graduate and undergraduate courses in the College of Engineering. In 1983 he was honored for his contributions to that College by his selection as the recipient of the Joe J. King Professional Achievement Award.

Dr. Barlow, a faculty member at U. T. Austin since 1973, is nationally recognized for his scholarly contributions in the area of polymer engineering, and has authored or co-authored approximately 60 technical publications. He has supervised over 30 master's theses and doctoral dissertations, and his outstanding teaching ability at both the undergraduate and graduate levels is reflected in his receiving the U. T. Austin American Institute of Chemical Engineering (AIChE) Student Chapter Good Professor Award in 1975 and the Engineering Foundation Award in 1979 and 1981.

Dr. Jirsa is very well known for his work in engineering design practices as affected by seismic events. He is a member of the Joint Technical Coordinating Committee of the U.S./Japan Cooperative Earthquake Research Program for Large-Scale Testing, the National Research Council Committee on Natural Disasters, the Universities Council on Earthquake Engineering, and the Earthquake Engineering Research Institute. A faculty member at the University of Nebraska and Rice University before joining U. T. Austin's faculty in 1971, Professor Jirsa has supervised 16 doctoral and 41 master's degree recipients at U. T. Austin, and received the Ervin S. Perry Student Appreciation Award in 1980.

Dr. Holley joined the U. T. Austin faculty in 1979 after a distinguished 15-year teaching career at the University of Illinois. He is nationally recognized for his work in the area of water resources, especially hydraulics and the dispersion of gases in flowing streams. In 1971 and 1980 the American Society of Civil Engineers awarded Professor Holley the Karl Emil Hilgard Hydraulics Prize. He has been rated as an excellent teacher by engineering students both at the University of Illinois and U. T. Austin, and currently serves as academic advisor for 30 undergraduate civil engineering students and for all graduate students in the water resources program.

Dr. Olson, a faculty member at U. T. Austin since 1970, is widely recognized for his scholarly work on the geotechnical

engineering aspects of hazardous waste disposal, foundations, and file design. The quality of his research is reflected in his receiving the Walter L. Huber Research Prize in 1972 and the Norman Medal in 1975 from the American Society of Civil Engineers. Professor Olson is a dedicated teacher, has supervised many graduate student master's theses and doctoral dissertations, and is an active participant in departmental administration, currently serving as Chairman of the Department of Civil Engineering's Graduate Studies Committee and Graduate Fellowship Committee.

Dr. Pope, who joined the U. T. Austin faculty in 1977 after working for five years with the Shell Development Company, is nationally known for his work in enhanced oil recovery, reservoir engineering, fluid flows, and polymer systems. He directs the U. T. Austin Center for Enhanced Oil and Gas Recovery Research in addition to teaching duties, supervision of graduate students, and membership on numerous College of Engineering committees. He has authored over 35 scholarly publications, and is active in the Society of Petroleum Engineers, where he chairs the Society's Forum Committee and serves as a member of the Editorial Review Committee.

Dr. Podio is nationally recognized for his work in petroleum engineering and drilling technology, and has been a faculty member at U. T. Austin since 1969. He has taught at the University of Trondheim in Norway, and frequently is invited to lecture at universities throughout the United States and abroad. The author of more than 40 technical articles for professional journals, Professor Podio has received numerous research grants. He is an elected member of the Society of Exploration Geophysicists and the Society of Petroleum Engineers of the American Institute of Mining, Metallurgical, and Petroleum Engineers.

Dr. Jensen joined the faculty at U. T. Austin in 1967 and is widely recognized for his scholarly contributions in the area of operations research and industrial engineering. His technical research is integral to natural resource and energy resource planning and management. Professor Jensen has written three books on computing systems and network flow programming along with many technical journal articles and reports. He teaches a variety of undergraduate courses, supervises both M.S. and Ph.D. degree students, and is active in departmental, College, and University committees.

11. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the School of Law, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve appointments to endowed academic positions in the School of Law at U. T. Austin as set out on Pages AAC 21 - 22, effective September 1, 1984. Professors will vacate any currently held endowed positions on the effective date of the new appointment.

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Mr. John A. Robertson, Marrs McLean Professor in Law	Edward Clark Centennial Professorship in Law, established June 17, 1983; initial appointment; effective for 1984-85 only

Mr. Douglas Laycock, Thomas Watt Gregory Professor in Law	Fulbright & Jaworski Pro- fessorship in Law, estab- lished December 12, 1969
Mr. David B. Filvaroff, W. St. John Garwood Centennial Professor in Law	W. St. John Garwood Centen- nial Professorship in Law, established February 12, 1982; reappointment, initial appointment for one year only
Mr. Edward R. Cohen, Professor, School of Law	H. O. Head Centennial Professorship in Real Property Law, established April 8, 1982; initial appointment
Mr. David G. Epstein, Fulbright & Jaworski Professor in Law	Joseph C. Hutcheson Pro- fessorship in Law, estab- lished September 14, 1973
Mr. Roy M. Mersky, Professor, School of Law	Elton M. and Martha R. Hyder, Jr. Centennial Professorship, established December 8-9, 1983; initial appointment
Mr. Richard S. Markovits, Lloyd M. Bentsen, Jr. Centennial Professor in Law	Marrs McLean Professorship in Law, established November 1, 1968
Mr. John J. Sampson, Joseph C. Hutcheson Professor in Law	Ben Gardner Sewell Profes- sorship in Civil Trial Advocacy, established July 26, 1979
Mr. John F. Sutton, Jr., William Stamps Farish Professor in Law	Earl Sheffield Centennial Professorship in Law, estab- lished February 11, 1983; initial appointment
Mr. Michael E. Tigar, Professor, School of Law	Raybourne Thompson Centen- nial Professorship in Law, established Febru- ary 11, 1983; initial appointment
Dr. Barbara Bader Aldave, Professor, School of Law	Joe A. Worsham Centennial Professorship in Law, estab- lished December 2, 1982; initial appointment

#### BACKGROUND INFORMATION

Professor Robertson, a specialist in law and medicine, criminal law, and torts, joined the U. T. Austin faculty in 1981 after a distinguished faculty record at the University of Wisconsin Law School. He has authored or co-authored two books and over 35 legal articles, most of which are in the field of law and medicine. He is well regarded for his teaching effectiveness and currently conducts a seminar on Law and Bioethics in addition to teaching courses on Law and Medicine, Criminal Law, and Constitutional Law.

Professor Laycock, a faculty member at U. T. Austin since 1981, is highly regarded in the School of Law for his effectiveness in teaching courses on constitutional law, discrimination,

remedies, religious freedom, civil procedure and commercial law. He has authored more than 25 legal commentaries and law briefs, and is a member of the American Law Institute. He also holds membership on the Executive Committee of the American Association of Law Schools Section on Remedies.

Professor Filvaroff has been a U. T. Austin faculty member since 1972, and teaches international law, civil rights, torts, and constitutional law. He has authored numerous legal articles, and is a frequent lecturer at national law colloquia. In 1978 he served as consultant and senior advisor to the U.S. delegation to the Belgrade Conference on Security and Cooperation in Europe and as the chairman of the U.S. delegation of the Montreux Conference on Peaceful Settlement of International Disputes.

Professor Cohen joined U. T. Austin's faculty in 1967, and specializes in property, civil procedure, legal history, and labor law. He is currently on leave to serve as a trial attorney for the U.S. Department of Justice, and has held visiting academic appointments at the University of California at Los Angeles, the University of North Carolina, and the University of Kent in Canterbury, England. He has authored a major book, Materials for a Basic Course in Property, and has chaired several School of Law faculty committees.

Professor Epstein served on the U. T. Austin faculty from 1974-79, and then returned in 1982 after serving as dean of the University of Arkansas School of Law for three years. He is a nationally recognized legal scholar and teacher in the areas of business bankruptcy, debtor-creditor law, consumer credit, and commercial law. He has received numerous teaching excellence awards, and is an active participant in several national legal organizations.

Professor Mersky, a member of the School of Law faculty since 1965, is director of research for the U. T. Austin Tarlton Law Library. He is widely recognized for his development and administration of computer and technology applications to law school and law library programs. He annually conducts legal institutes on such topics as new technologies, rare books, and international law and business, and frequently presents lectures at international legal conferences. He has written more than 60 legal publications, and serves as an adjunct faculty member of U. T. Austin's Graduate School of Library and Information Science.

Professor Markovits joined U. T. Austin's faculty in 1976, and is internationally recognized for his scholarship in law and economics. His more than 20 scholarly publications focus on the relationships between economic analysis and legal analysis as they relate to monopolies, oligopolies, and antitrust issues. He has taught at Oxford University, Stanford University, Cornell University and Yale University, and serves as a trustee of the Law and Society Association.

Professor Sampson has been a faculty member at U. T. Austin since 1970, and is one of the foremost professors in the areas of civil trial practice and practical legal training of students. He has been active in Legal Aid Society programs since 1973 and currently serves as principal investigator of the Children's Rights Clinic. He also serves as editor and advisor to the State Bar of Texas Family Law Council, and has published over 20 scholarly articles on family law practice and family code issues.

Professor Sutton has been a member of the U. T. Austin School of Law faculty since 1957 and Dean since 1979. His current

research includes preparation of a textbook on professional responsibility, and he teaches courses on Evidence, Legal Ethics, and Torts. He is a Fellow of the American Bar Foundation and a Life Fellow of the Texas Bar Foundation. He is also a member of the Code of Professional Responsibility Study Committee of the State Bar of Texas and a reporter for the Texas Rules of Criminal Evidence Study.

Professor Tigar was appointed to the U. T. Austin faculty in 1983, and has previously taught at the University of California at Los Angeles, Georgetown University, and the State University of New York at Buffalo. He is a renowned trial lawyer, has authored over 25 publications, and lectures frequently at University and law association meetings on trial advocacy. In 1981-82, he chaired the Complex Crimes Litigation Committee of the American Bar Association Section on Litigation.

Professor Aldave, a U. T. Austin faculty member since 1975, teaches courses in Business Associations, Law and Literature, Constitutional Law and Securities Regulation. She has received numerous teaching excellence awards, and in 1982 was one of only ten professors in Texas chosen by the Minnie Stevens Piper Foundation as a Piper Professor. She is also a former holder of the James R. Dougherty Chair for Faculty Excellence. Professor Aldave is consistently ranked as one of the outstanding instructors in the School of Law, and for several years has actively participated on several of the School's important committees.

12. U. T. Austin: Proposed Appointments to Endowed Academic Positions in the College of Liberal Arts, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to approve the following appointments to endowed academic positions in the College of Liberal Arts at U. T. Austin, effective September 1, 1984.

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Dr. Thomas M. Cable, Professor, Department of English	Jane and Roland Blumberg Centennial Professorship in English (No. 2), established February 12, 1982; initial appointment
Dr. Richard N. Adams, Professor, Department of Anthropology	Rapoport Centennial Profes- sorship of Liberal Arts, one of three established August 13, 1982; initial appointment
Dr. David Kendrick, Professor, Department of Economics	Ralph W. Yarborough Centen- nial Professorship of Liberal Arts, designated August 12, 1983, originally established August 13, 1982, as one of three Rapoport Centennial Professorships; initial appointment

## BACKGROUND INFORMATION

Dr. Cable joined U. T. Austin's faculty in 1972 and is internationally recognized for his research on the history of the English language, the history of rhetoric, and linguistic applications in English. He annually presents lectures on the English language and prosody at leading universities in the United States and Europe. Professor Cable has authored or co-authored three books and over 15 scholarly articles. Within the U. T. Austin Department of English, he regularly teaches undergraduate courses in English composition, supervises doctoral students, and has served as graduate advisor and as a member of all major departmental committees.

Dr. Adams, a faculty member at U. T. Austin since 1962, is internationally recognized for his interdisciplinary work on social change and power. A frequent advisor to international commissions, he has served as a visiting professor at the University of California at Berkeley, Stanford University, and Michigan State University, as well as at universities in Argentina, Mexico, Brazil, and Australia. He has authored over 100 different scholarly publications, and is a Fellow of the American Anthropological Association, the American Association for the Advancement of Science, and Sigma Xi.

Dr. Kendrick has been a U. T. Austin faculty member since 1970, and is internationally known for his contributions both to microeconomic theory and to its social and public policy implications. A frequent consultant to international economic development organizations, Professor Kendrick has served as president of the Society for Economic Dynamics and Control. He has authored or co-authored eight books and over 20 major articles and book chapters. From 1976 to 1978, he served U. T. Austin as Chairman of the Department of Economics and has directed the Center for Economic Research since its establishment in 1977. He is an excellent teacher and currently is supervising several Ph.D. dissertations.

13. U. T. Austin: Proposed Appointment to the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts, College of Liberal Arts, Effective September 1, 1984.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Edgar C. Polomé, Professor in U. T. Austin's Center for Asian Studies and the Departments of Linguistics, Germanic Languages, and Oriental and African Languages and Literatures, be appointed as the initial holder of the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts, College of Liberal Arts, effective September 1, 1984.

## BACKGROUND INFORMATION

Dr. Polomé, a faculty member at U. T. Austin since 1961, is internationally recognized for his scholarly contributions on the sociolinguistics of India, mythology, the history of religion, the history of Indo-European settlement, and African linguistics. He has authored or co-authored over 200 publications, and frequently participates in international meetings in Europe, Asia, Africa, and North America. In all three

departments in which he holds a faculty appointment, Professor Polomé is active in both undergraduate and graduate teaching, Ph.D. dissertation supervision, and administrative service.

The proposed appointment is contingent upon Regental approval to redesignate the Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts as a professorship as set out on Page L&I 11, Item 2. The Adams Fellowship was established by the U. T. Board of Regents at its August 11-12, 1983 meeting.

14. U. T. Austin: Proposed Reappointment to the Bess Harris Jones Centennial Professorship in Natural Resource Policy Studies, Lyndon B. Johnson School of Public Affairs, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Ernest T. Smerdon, Professor in the Department of Civil Engineering, College of Engineering, and the Lyndon B. Johnson School of Public Affairs, be reappointed to the Bess Harris Jones Centennial Professorship in Natural Resource Policy Studies in the Lyndon B. Johnson School of Public Affairs at U. T. Austin, for the 1984-85 academic year, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Smerdon is nationally recognized for his expertise in water resource policy, particularly with regard to water use in food production and energy use for food production under irrigation in developing countries. He currently serves as Director of the U. T. Austin Center for Research in Water Resources. Dr. Smerdon has held numerous committee chairmanships in professional engineering, water resource, and higher education associations, and was formerly Chairman of the Department of Agricultural Engineering and Assistant Dean for Research at the University of Florida, as well as Vice Chancellor for Academic Affairs for the U. T. System. He is a frequent advisor to foreign governments on natural resource policy issues, is a well-respected teacher, and has written numerous scholarly publications.

The Bess Harris Jones Centennial Professorship in Natural Resource Policy Studies was established by the U. T. Board of Regents on February 11, 1983. Dr. Smerdon's initial appointment to this endowed professorship was for the 1983-84 academic year only, and was approved by the U. T. Board of Regents on August 11-12, 1983.

15. U. T. Austin: Proposed Appointment to a Trull Centennial Professorship in Physics, College of Natural Sciences, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Harry L. Swinney, Professor in the Department of Physics, be appointed as the initial holder of

one of U. T. Austin's Trull Centennial Professorships in Physics in the College of Natural Sciences, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Swinney, a member of the U. T. Austin faculty since 1978, is internationally recognized for his research in condensed matter physics, and has written over 55 scholarly publications. Not only is he in great demand as a lecturer at international scientific symposia, but also is an excellent classroom teacher and graduate student advisor. Professor Swinney is a Fellow of the American Physical Society, and in 1982 was named the Morris Loeb Lecturer in Physics at Harvard University. He is a 1983-84 recipient of a Guggenheim Foundation Fellowship.

On August 12, 1983, two Trull Centennial Professorships in Physics in the College of Natural Sciences were established by the U. T. Board of Regents.

16. U. T. Austin: Proposed Appointment to the Schlumberger Centennial Chair in Computer Sciences, College of Natural Sciences, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to appoint Dr. Edsger W. Dijkstra, Professor Extraordinarius at Eindhoven University of Technology (Netherlands) and Burroughs Corporation Research Fellow, as the initial holder of the Schlumberger Centennial Chair in Computer Sciences, College of Natural Sciences, at U. T. Austin, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Dijkstra, who will be joining the U. T. Austin Department of Computer Sciences in September 1984, is internationally renowned in the area of operating systems and programming languages. He has received various prestigious awards including the Association of Computing Machinery Turing Award, and the Institute of Electrical and Electronics Engineers Computer Society's Computer Pioneer Award. Dr. Dijkstra, who has authored more than 80 publications and hundreds of other widely distributed works, has also been a visiting professor and an invited lecturer at numerous U.S. and European universities and symposia. He is a Distinguished Fellow of the British Computer Society, and since 1973, has served as Burroughs Corporation's only Research Fellow.

The Schlumberger Centennial Chair in Computer Sciences was established by the U. T. Board of Regents on February 11, 1983.

17. U. T. Austin: Proposed Appointment to the Leslie Bowling Professorship in Geological Sciences, College of Natural Sciences, for the 1984 Fall Semester, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. William E. Galloway, Senior Research

Scientist with U. T. Austin's Bureau of Economic Geology, be appointed on a half-time visiting basis to the Leslie Bowling Professorship in Geological Sciences, College of Natural Sciences, for the 1984 Fall Semester, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Galloway is nationally recognized for his scholarly contributions to petroleum geology. Prior to joining U. T. Austin in 1975, he was director of the Geologic Section of the Exploration Research Division at Continental Oil Company. He is annually invited to lecture on stratigraphic models and uranium mining in short courses administered by the American Association of Petroleum Geologists as well as major research universities and energy resource companies throughout the United States.

The Leslie Bowling Professorship in Geological Sciences was established by the U. T. Board of Regents on August 4, 1978. The proposed appointment is consistent with the purpose of the professorship, which is to attract persons from industry and government to visit the Department of Geological Sciences for varying lengths of time to present lectures and seminars on topics of current geologic interest. Dr. Galloway was the holder of the Bowling Professorship on a half-time visiting basis during the 1982 and 1983 Fall Semesters.

18. U. T. Austin: Proposed Reappointment to the Fred M. Bullard Professorship in Geological Sciences, College of Natural Sciences, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Daniel S. Barker, Professor in the Department of Geological Sciences, College of Natural Sciences, be reappointed to the Fred M. Bullard Professorship in Geological Sciences at U. T. Austin, for the 1984-85 and 1985-86 academic years, effective September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Barker has held this Professorship for the 1982-83 and 1983-84 academic years. He has been a faculty member at U. T. Austin since 1963, and is a recognized scholar on all aspects of igneous rocks. He is a superior teacher at both the undergraduate and graduate levels, and has been selected twice by students in the Department of Geological Sciences to receive the Carolyn G. and G. Moses Knebel Distinguished Teaching Award. Professor Barker has written a textbook on igneous rocks, and authored or co-authored over 24 scientific papers and book chapters. He is currently active in the Geological Society of America, the American Geophysical Union, and the Mineralogical Society, and is frequently invited to lecture at other universities and association symposia.

The Fred M. Bullard Professorship in Geological Sciences was established by the U. T. Board of Regents on February 13, 1976.

19. U. T. Austin: Proposed Reappointment to The Robert Lee Sutherland Chair in Mental Health and Social Policy, School of Social Work, Effective September 1, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that Dr. Richard A. English, currently on leave from the School of Social Work at the University of Michigan, be reappointed as a Visiting Professor to The Robert Lee Sutherland Chair in Mental Health and Social Policy in U. T. Austin's School of Social Work, for the 1984-85 academic year, effective September 1, 1984.

BACKGROUND INFORMATION

Dr. English has a distinguished record in administration, teaching, and research. At the University of Michigan, he has served as Chair of the Social Work and Social Science Doctoral Program, Assistant Dean of the School of Social Work, and Associate Vice President for Academic Affairs. He has served as consultant to numerous colleges and universities, and has actively participated in many professional associations and committees. A frequently invited lecturer at other universities, he has been a visiting professor at Howard University as well as a visiting scholar at Hebrew University in Israel.

The Robert Lee Sutherland Chair in Mental Health and Social Policy was established by the U. T. Board of Regents on October 24, 1980. Dr. English's initial appointment to this endowed position was for the 1983-84 academic year only, and was approved by the U. T. Board of Regents on February 11, 1983.

20. U. T. Austin: Proposed Appointments to the Edward Larocque Tinker Chair in Latin American Studies for the 1984 Fall Semester, Effective September 1, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that the following individuals be appointed to the Edward Larocque Tinker Chair in Latin American Studies for the 1984 Fall Semester, effective September 1, 1984:

- (a) Mr. Pedro Pinchas Geiger, as a Visiting Professor in the Department of Geography
- (b) Mr. Enrique Lihn, as a Visiting Professor in the Department of Spanish and Portuguese

These individuals will teach at U. T. Austin in the departments shown, and will contribute significantly to Latin American scholarly activities throughout the University.

## BACKGROUND INFORMATION

Mr. Geiger is a geographer at the Brazilian Institute of Geography and Statistics, and has been associated with that facility for over 40 years. He is internationally known for his work on urbanization and spatial organization, and has authored or co-authored four books and numerous other scholarly articles, including several in English. Professor Geiger has held visiting faculty positions at Columbia University, the University of Toronto, the University of Ottawa, and the University of Paris, and has taught in several Brazilian and Argentinian advanced institutes and universities.

Mr. Lihn is currently a Professor of Literature at the University of Chile and has held that position since 1972. He is internationally recognized for his poetry and essays, has authored fifteen books and numerous other publications, and has won several national and international literary awards for his books of poetry and short stories. A former Visiting Professor at the University of California in Irvine, he has lectured frequently at American universities. In 1977, Professor Lihn was the recipient of a John Simon Guggenheim Memorial Foundation Fellowship.

The Edward Larocque Tinker Chair in Latin American Studies was established by the U. T. Board of Regents on September 14, 1973, to support visiting professors in Latin American studies. Sufficient funds are available to support more than one appointment each semester, and it is not unusual for several visiting professors to be appointed to this Chair concurrently.

21. U. T. Austin: Recommended Acceptance of Transfer of the Engineers' Loan Fund from the Board of Directors of the Engineers' Loan Fund.--

## RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Flawn that the U. T. Board of Regents accept the transfer of the Engineers' Loan Fund from an externally managed corporation chartered in 1931 to the Engineering Foundation of the College of Engineering, subject to a determination by the Office of General Counsel that all necessary legal steps have been taken. This fund has a net asset value of approximately \$200,000.

## BACKGROUND INFORMATION

More than 70 years ago, the Engineers' Loan Fund was established to assist engineering students at U. T. Austin. The directors of this separately managed fund now propose that the functions and responsibilities for this program be transferred to the Engineering Foundation of the College of Engineering.

The Fund's assets that would come to the University with this transfer are approximately \$360,000, including \$255,000 in outstanding notes some portion of which may ultimately not be collectable. These resources would continue to be used to make loans to students in the College of Engineering. Income from these loans would also be available for scholarship aid to engineering students.

22. U. T. Austin: Proposed Changes to "Guidelines For Matching Grants Under The Regents' Endowed Teachers and Scholars Program".--

RECOMMENDATION

The Office of the Chancellor concurs in the following recommendations of President Flawn with regard to the "Guidelines for Matching Grants Under The Regents' Endowed Teachers and Scholars Program".

- a. That, after the processing and acceptance of all private gifts for the August 1984, U. T. Board of Regents' meeting, guidelines 2 and 10 be amended to read as follows:

"(2) that once the condition in (1) above is met, the President of U. T. Austin shall make recommendations to the Office of the Chancellor and to the Board of Regents [agrees] to match from the Available University Fund each dollar granted by private sources [~~at the donor's option~~] as follows:

- (a) The Board of Regents will provide matching monies in an amount sufficient to double the size of the grant for the establishment of one endowed academic position; or
- (b) the Board of Regents will allow the grant to be divided and will provide matching monies on a dollar-for-dollar basis to each divided portion of the grant in order to establish additional endowed academic positions that require the same or a lesser minimal amount for establishment; or
- (c) if a donor endows two or more academic positions in one academic unit of the University which endowments, when added together, are equivalent to or greater than the value of another endowed academic position, the Board of Regents will, from matching monies, create in the same or another academic unit of the University an endowed academic position of the equivalent value; or
- (d) the Board of Regents will add the matching monies to one or more endowments of previously established endowed positions so as to increase these endowment levels;"

"(10) that donors be encouraged to make undesignated gifts to The University of Texas at Austin [~~colleges-and-schools-rather-than-departments-or-disciplines~~] so that chairs, [endowed] professorships, and other endowed positions [~~chairs~~] can be established by the President in academic areas where they are most needed; and"

- b. That the U. T. Board of Regents go on record as encouraging the administration of U. T. Austin and potential donors to establish the Liberal Arts, the Fine Arts, and other areas of special need as identified by the President of U. T. Austin as a first priority for use of matching monies.

#### BACKGROUND INFORMATION

The purposes of these changes in the "Guidelines for Matching Grants Under The Regents' Endowed Teachers and Scholars Program" are:

- a. to place with the Board of Regents the option for the use of matching funds so that areas of academic priority will receive the benefit of the matching monies; and
- b. to provide maximum flexibility to U. T. Austin in meeting its academic goals.

23. U. T. Austin: Recommendation to Name a Room in the College of Engineering (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to name Room 3.136 in U. T. Austin's new Chemical and Petroleum Engineering Building as The Dresser Atlas Well Logging Laboratory, in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings.

#### BACKGROUND INFORMATION

At its meeting on December 11, 1981, the U. T. Board of Regents approved the naming of facilities other than buildings as part of a special private fund development campaign for the College of Engineering, in accordance with Part One, Chapter VII, Section 2, Subsection 2.44 of the Regents' Rules and Regulations.

The naming of this room is to recognize the Dresser Foundation for its contribution of \$50,000 to the College of Engineering at U. T. Austin. This gift is to be placed in a permanent endowment with the income being used to support teaching and research related to well logging in petroleum engineering.

24. U. T. Austin: Recommendation for Approval to Increase the 1984-85 Rates for University Housing, Effective Fall Semester 1984 (Catalog Change).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation that the U. T. Board of Regents approve an

increase in the rental rates for University housing, to be effective with the Fall Semester 1984 as follows:

The University of Texas at Austin  
 RATE SCHEDULE EFFECTIVE 1984-85  
 University Apartments - Married Student Housing

	<u>Monthly Rate</u>	
	<u>1983-84</u>	<u>1984-85 Proposed</u>
Mobile Home Lot	\$ 53	\$ 55
Colorado and Gateway Apartments		
Unfurnished		
1 bedroom	208	216
2 bedroom	229	238
Furnished		
1 bedroom	243	253
2 bedroom	267	278
Brackenridge Apartments		
1 bedroom	241	251
2 bedroom	299	311
3 bedroom	366	381

1. Rates for Colorado Apartments include gas and water. Rates for the Mobile Home Park, Gateway Apartments and Brackenridge Apartments include only water.
2. The resident is responsible for the electric bill in all units.

The University of Texas at Austin  
 RATE SCHEDULE EFFECTIVE 1984-85  
 Student Housing Units - Women's Cooperatives

Monthly Rental Per Co-op Paid to the University

	<u>Number of residents per Co-op</u>	<u>Present Monthly rent paid to University</u>	<u>1984-85 Proposed Monthly rent paid to University</u>
Air-conditioned			
Double Rooms	17	\$1179.80	\$1227.00
	19	1318.60	1371.40
Non air-conditioned			
Double Rooms	15	693.75	721.50

The University of Texas at Austin  
 RATE SCHEDULE EFFECTIVE 1984-85  
 UNIVERSITY RESIDENCE HALLS

	1983-84			1984-85 Proposed		
	<u>Long</u> <u>Room</u>	<u>Session</u> <u>Meals</u>	<u>Rate</u> <u>Total</u>	<u>Long</u> <u>Room</u>	<u>Session</u> <u>Meals</u>	<u>Rate</u> <u>Total</u>
<u>Air-conditioned</u> <u>Double Rooms</u>						
Jester, Kinsolving, Blanton, Moore-Hill, Simkins						
community bath	\$1268	\$1576	\$2844	\$1350	\$1608	\$2958
connecting bath	1484	1576	3060	1566	1608	3174

Non air-conditioned  
Double Rooms

Andrews, Carothers, Littlefield, Brackenridge- Roberts-Prather						
community bath	\$ 964	\$1576	\$2540	\$1046	\$1608	\$2654

1. The above rates include twenty meals per week. Meal contract options of thirteen meals per week (\$1536 for the Long Session) and ten meals per week (\$1392 for the Long Session) are available to all residents where meals are a part of the contract.
2. Meals are available but not required as a part of the contract for Moore-Hill, Simkins, Brackenridge-Roberts-Prather and 50 rooms in Carothers.

Other University Residence Hall Rates

1. Rates for single rooms and double rooms as singles are 1.667 times the double rate.
2. Summer Session rates are based on the long session per diem rate multiplied by the number of days in the summer session.
3. Short-term, Orientation and Summer Conference Program rates vary based on the length of stay, number of participants and the services provided. Base rates are recommended as follows:

	<u>Daily Rate Per Person</u>	
	<u>Present</u>	<u>Recommended</u>
Meals	\$12.00	\$12.00
Double Room	9.50	9.50
Total	\$21.50	\$21.50
Single Room	(1½ times the double rate)	

BACKGROUND INFORMATION

The following summaries explain the recommended rate increases for 1984-85. In all cases, the proposed rates are the result of an evaluation of increased operating costs which have arisen since the rates were approved for 1983-84 and projected increases for the 1984-85 fiscal year.

a. Residence Halls:

The residence halls room and meals rate increase reflects projected increases in salaries (3%); staff benefits (12.9%, which include longevity pay, premium sharing of \$85 per employee per month, and both employer and employee social security payments); utility costs and consumption; and general operating expenses.

b. Other Rates:

It is recommended that the rates for single rooms and double rooms rented as singles remain at 1.667 times the double room rate. The summer session rates are also recommended to remain at the per diem rate for the long session multiplied by the number of days in the summer session. The 1983-84 base rates for Short-term (\$21.50), Orientation (\$20.15), and Summer Conference Program (\$29.00) housing were as listed in parenthesis. These charges for 1984-85 are being standardized at the \$21.50 rate now charged for Short-term housing.

c. University Apartments - Family Student Housing:

The recommended rates for Colorado, Gateway and Brackenridge Apartments are below the Austin market. The recommended rate increases will be used to offset salary, staff benefit, public utility and general operating expenses in all units, and the bond indebtedness on Colorado, Gateway and Brackenridge Apartments.

d. Women's Cooperatives:

The recommended 1984-85 rate increases for both the air-conditioned and non air-conditioned cooperatives are based on the increased fixed and general operating costs provided to these units by the University. The rate increases will be applied to salary and staff benefit increases, and to essential maintenance of the twelve individual cooperative houses. The cooperatives pay certain utility costs directly to the City of Austin and Southern Union Gas Company.

25. U. T. Dallas: Recommendation for Approval to Increase the Student Services Fee (Required), Effective with the Fall Semester 1984 (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with President Rutford's recommendation that the U. T. Board of Regents approve an increase in the Student Services Fee (Required) at The University of Texas at Dallas from \$5.00 per semester credit hour, with a maximum of \$60.00, to \$7.50 per semester credit hour, with a maximum of \$90.00 for any one semester or summer session, to be effective with the Fall Semester 1984.

BACKGROUND INFORMATION

This proposed increase in the Student Services Fee has been recommended and endorsed by the Student Fee Advisory Committee at U. T. Dallas. Based on semester credit hours, the fee will generate sufficient revenue to cover mandated salary and benefits increases and to maintain the current level of services provided to the students.

Upon Regental approval, the minute order will reflect that the next catalog published will conform to this action.

26. U. T. El Paso: Recommendation for Approval to Increase the Student Services Fee (Required), Effective with the Fall Semester 1984 (Catalog Change).--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation that the U. T. Board of Regents approve an increase in the Student Services Fee (Required) at The University of Texas at El Paso from \$4.25 per semester credit hour, with a maximum of \$51.00, to \$5.25 per semester credit hour, with a maximum of \$63.00 for any one semester, to be effective with the Fall Semester 1984.

BACKGROUND INFORMATION

The Student Services Fee Committee of U. T. El Paso has endorsed an increase in the Student Services Fee. This proposed fee increase is necessary to provide funding to support the current level of activities financed from this revenue source.

Upon Regental approval, the minute order will reflect that the next catalog published will conform to this action.

27. U. T. Permian Basin: Request for Approval of Proposed Lease with The Art Institute of the Permian Basin, Odessa, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Leach's recommendation that approval be given to the lease agreement set out on Pages AAC 37 - 40 by and between U. T. Permian Basin and The Art Institute of the Permian Basin, Odessa, Texas. This agreement provides for the long-term lease of approximately 2.42 acres of campus land on which The Art Institute of the Permian Basin plans to construct an art museum facility.

BACKGROUND INFORMATION

On June 16, 1983, the U. T. Board of Regents approved in principle the proposed long-term lease, and granted the Office of the Chancellor the authority to negotiate the specific terms of the lease for submission to the Regents at a future meeting. The lease has now been negotiated for an initial term of 99 years. All the costs associated with the construction and maintenance of the building are to be borne by the Institute.

The proposed art museum facility would contain approximately 11,000 square feet. The structure is to be adjacent to the main entrance of U. T. Permian Basin, and will be compatible with existing university buildings. This proposed land use does not conflict with the U. T. Permian Basin land use Master Plan, and upon termination of the lease, the facility would become the property of U. T. Permian Basin.

Under provisions of the lease, the facility would be open to faculty, staff, and students on the same basis as the general public. For formal university classes, art shows, and similar activities, the University would have prior access, without charge.

LEASE

THE STATE OF TEXAS       §  
                                  §  
COUNTY OF ECTOR         §

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, at a regularly scheduled meeting on \_\_\_\_\_, 19\_\_, authorized THE ART INSTITUTE OF THE PERMIAN BASIN to lease a certain portion of the campus lands of The University of Texas of the Permian Basin, in the City of Odessa, Texas, upon which to construct a building for The Art Institute of the Permian Basin, such building to be a permanent structure of approximately 11,000 square feet in a color and style compatible with existing University buildings;

NOW, THEREFORE, the Board of Regents of The University of Texas System and The Art Institute of the Permian Basin have mutually agreed that it would be for the best interest and convenience of all parties that the terms and conditions of the Lease hereinbelow set out shall govern and control the tract above referred to.

This lease is entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("Lessor") and THE ART INSTITUTE OF THE PERMIAN BASIN ("Lessee").

1. For valuable consideration paid and covenants herein contained on the part of Lessee to be kept and performed, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the tract of land described on Exhibit "A" which is attached to and made a part of this agreement (the "leased premises"), in its present condition, located in the City of Odessa, Ector County, Texas.

The initial term of this lease is ninety-nine (99) years, commencing on January 1, 1984, and ending on December 31, 2082.

However, anything herein to the contrary notwithstanding, should Lessor determine that the leased premises

are required for use as a part of the campus of The University of Texas of the Permian Basin, Lessor may terminate this Lease by giving Lessee written notice at least one (1) year prior to the termination date, except that it may not be so terminated during the initial fifteen (15) years of this lease.

2. The premises leased hereunder shall be used by Lessee solely for the operation of an art gallery and art institute by Lessee, along with associated services such as parking, receptions, art shows, and art classes. The planning, construction, and operation of such facilities shall be accomplished by, and at the expense of, Lessee; provided, however, that all plans for the building, exterior improvements, modifications, site work, and additions to the leased premises must be approved in writing in advance by the President of The University of Texas of the Permian Basin. Lessee further agrees that all costs related to the use, occupancy, or surrender of this property shall be borne by Lessee.

3. The facilities shall be open to faculty, staff, and students at The University of Texas of the Permian Basin on the same basis as to the general public. For formal University classes, art shows, and the like, the University will have priority access, without charge. Priority access by the University shall not supersede activities scheduled by Lessee.

4. Lessee agrees to incur all expenses and to pay all charges for bringing to the leased premises and using whatever electricity, gas, heat, water, telephone, and other utility services Lessee may desire for the leased premises, including all taxes that may be levied or assessed against Lessee. Lessee further agrees to indemnify and save Lessor harmless from all such expenses and charges.

5. Lessee, at its own cost and expense, shall keep and maintain in thorough repair, good order, and safe condition all buildings, sidewalks, curbs, parking areas, fences, and other improvements of whatever character hereinafter erected

upon the leased premises and their full equipment and appurtenances, both interior and exterior, structural and non-structural. Lessee shall use all reasonable precaution to prevent waste, damage, or injury and shall keep and maintain all portions of the leased premises in an attractive, neat, and orderly condition and free of accumulation of dirt and rubbish, and shall comply with all state, federal, and local laws, rules, and regulations with regard to the use and condition of the leased premises and improvements and equipment thereon.

6. At the termination of this Lease, Lessee shall promptly surrender the premises in substantially as good condition as when received, ordinary wear and tear and damage by fire or the elements alone excepted, and all improvements located thereon shall become the property of Lessor.

7. It is agreed and understood that Lessor is not to be liable for any damages or injuries to any person or persons or property on account of the occupancy, use, or improvements placed on the leased premises by the Lessee, its successors or assigns. Lessee agrees to indemnify and save Lessor harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property in or on the leased premises. Lessee shall, at its sole cost and expense, procure and maintain in force and effect during the term hereof public liability insurance covering both bodily injury and property damage protecting Lessor and Lessee from all claims of whatsoever character that might arise out of Lessee's use of the leased premises or the improvements thereon in an amount at least equal to the maximum limits of liability as contained in Article 6252-19, Vernon's Civil Statutes, the Texas Tort Claims Act, or any successor or companion statutes, as amended from time to time. Copies of Lessee's insurance policy, showing Lessor to be a named insured thereunder, shall be delivered to Lessor prior to the effective date of this lease, and the insurer of each policy shall agree to give Lessor at least ten (10) days' prior written notice

before any cancellation or modification of such insurance coverage.

8. Lessee shall not have the right to sublease or sublet the premises and the rights and privileges hereby granted may be transferred or assigned by Lessee only after obtaining the written consent of Lessor to such transfer or assignment.

9. Nothing contained in this agreement or any development and use by Lessee shall ever be construed as the dedication of the leased premises for the purpose of Lessee.

10. Any notice provided for herein shall be given by registered or certified United States Mail, postage prepaid, addressed, if to Lessor, to the President, The University of Texas of the Permian Basin, Odessa, Texas, 79762, and if to Lessee, to it at the leased premises. The person and the place to which notices are mailed may be changed by either party by written notice to the other party.

IT WITNESS WHEREOF, the parties hereto have executed this instrument the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Arthur H. Dilly  
Executive Secretary

By: \_\_\_\_\_  
JON P. NEWTON  
Chairman

LESSOR

ATTEST:

ART INSTITUTE OF THE PERMIAN  
BASIN

\_\_\_\_\_  
Secretary of the Board  
of Directors of The Art  
Institute of the Permian  
Basin

By: \_\_\_\_\_  
Chairperson of the Board of  
Directors of The Art  
Institute of the Permian  
Basin

LESSEE

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
James R. Irion III  
University Attorney

\_\_\_\_\_  
Tom E. Smith  
Real Estate Officer

28. U. T. Tyler: Proposed Appointments to the J. S. Hudnall Professorship for American Affairs and the J. S. Hudnall Professorship in Energy and Technology, Effective September 1, 1984.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation that Dr. Robert A. Geffner, Assistant Professor of Psychology, be appointed to the J. S. Hudnall Professorship for American Affairs and that Dr. Davor Jedlicka, Associate Professor of Sociology, be appointed to the J. S. Hudnall Professorship in Energy and Technology. Upon Regental approval, these appointments will become effective on September 1, 1984.

#### BACKGROUND INFORMATION

Dr. Geffner, a certified neuropsychologist, licensed psychologist, and licensed marriage, family, and child counselor, joined the U. T. Tyler faculty in 1978. He is the author of several journal articles, technical reports, and convention papers and is very active in professional organizations, currently serving as president-elect of a regional psychological association. Dr. Geffner was the chief developer of the East Texas Crisis Center and currently serves on its Board of Directors. He is in the process of establishing a clearing house for information on family violence and is involved in research projects on that topic. Dr. Geffner has been recommended for appointment to the rank of Associate Professor effective September 1, 1984.

Dr. Jedlicka, previously a faculty member at the University of Georgia, joined the U. T. Tyler faculty in 1982. He has published fourteen refereed journal articles, two book chapters, and several technical reports and proceedings. Prior to coming to U. T. Tyler, he was awarded Fulbright research and lectureship awards for study in Yugoslavia. His research has been supported by the Ford Foundation, the U.S. Department of Commerce, and the National Science Foundation. Recognized for his excellent teaching and public service, Dr. Jedlicka is an active researcher and is currently analyzing the socioeconomic network of the petroleum industry.

The J. S. Hudnall Professorships for American Affairs and in Energy and Technology were established by the U. T. Board of Regents on August 13, 1982.

#### PART II: OTHER ITEMS FOR INFORMATION AND CONSIDERATION

Report on Coordinating Board Approvals

**Health Affairs  
Committee**

---

HEALTH AFFAIRS COMMITTEE  
Committee Chairman Briscoe

Date: April 12, 1984

Time: Following the meeting of the Academic Affairs Committee

Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

	<u>Page</u> <u>HAC</u>
<u>PART I: AGENDA ITEMS FOR ACTION</u>	
1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases Effective April 12, 1984	2
2. U. T. Medical Branch - Galveston (U. T. Allied Health Sciences School - Galveston): Proposed Affiliation Agreement with Shriners Hospitals for Crippled Children, Houston, Texas	2
3. U. T. Medical Branch - Galveston: Request for Approval to Grant Fourth-Year Leave of Absence, Without Salary, for Edward N. Brandt, Jr., M.D., Ph.D., Effective March 1, 1984 (Exception to Regents' <u>Rules and Regulations</u> , Part One, Chapter III, Section 16.4)	5
4. U. T. Health Science Center - Houston: Recommendation for Authorization to Collect a Transcript Fee Effective April 16, 1984, and an Application Fee Effective with the Fall Semester 1984 (Catalog Change)	5
5. U. T. Health Science Center - Houston (U. T. Dental Branch - Houston): Proposed Affiliation Agreement with Tokyo Dental College, Tokyo, Japan	6
6. U. T. Cancer Center: Proposed Appointment to the Hubert L. and Olive Stringer Chair in Oncology Effective May 1, 1984	14
7. U. T. Health Center - Tyler: Proposed Memorandum of Agreement with the Texas Department of Health for and on Behalf of Public Health Regions 7 and 10	14

PART I: AGENDA ITEMS FOR ACTION

1. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Proposed Appointment to the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases Effective April 12, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Sprague to appoint James T. Willerson, M.D., U. T. Southwestern Medical School - Dallas, as the first holder of the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases effective April 12, 1984, and contingent upon approval of the establishment of the Chair as proposed in Item 34, Page L&I 30.

BACKGROUND INFORMATION

The nominee is a graduate of U. T. Austin and Baylor Medical College. After post-graduate training in internal medicine and cardiology and research at Massachusetts General Hospital and the National Institutes of Health, he joined the U. T. Southwestern Medical School - Dallas faculty in 1972. He is currently Professor and Chief of the Cardiology Division in the Department of Internal Medicine. He has had a very distinguished career in the field of Internal Medicine and has devoted his research to the study of cardiovascular diseases. He is an outstanding faculty member and an excellent clinician.

2. U. T. Medical Branch - Galveston (U. T. Allied Health Sciences School - Galveston): Proposed Affiliation Agreement with Shriners Hospitals for Crippled Children, Houston, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Levin's recommendation that approval be given to the affiliation agreement set out on Pages HAC 3 - 4 by and between the U. T. Medical Branch - Galveston and Shriners Hospitals for Crippled Children, Houston, Texas. The agreement which was prepared in a format acceptable to the Shriners Hospitals for Crippled Children was executed by the appropriate officials on December 30, 1983, to become effective upon approval by the U. T. Board of Regents.

BACKGROUND INFORMATION

This agreement will provide unique learning activities for students in the U. T. Allied Health Sciences School - Galveston.

## AFFILIATION AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of December, 19 83, by and between Shriners Hospitals for Crippled Children, which owns and operates the Houston Unit (hereinafter referred to as "HOSPITAL") and the School of Allied Health Sciences (hereinafter referred to as the "SCHOOL") of The University of Texas Medical Branch at Galveston, a component of The University of Texas System.

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the SCHOOL be given the opportunity to utilize the HOSPITAL for clinical and educational purposes:

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties to this Agreement agree as follows:

1. The HOSPITAL will permit students of the SCHOOL to administer physical therapy under the direct supervision and responsibility of the faculty of the SCHOOL. If the number of students is too few to warrant the assignment of a SCHOOL faculty member at the HOSPITAL, then the students will be under the direction of the HOSPITAL'S Senior Physical Therapist. In both instances, the SCHOOL will be responsible for the training these students receive, though oversight will rest with the HOSPITAL'S Senior Physical Therapist.

2. The period of assignment, number of students during each period and distribution of students between areas of the HOSPITAL will be mutually agreed upon between the SCHOOL and the HOSPITAL at the beginning of each clinical training period.

3. The SCHOOL will not discriminate against any applicant for enrollment in its course of study because of race, creed, sex, religion or national origin. The SCHOOL and its faculty accept full responsibility for the students' learning activities.

4. The SCHOOL shall assume responsibility for seeing that all their students and faculty members comply with the policies, procedures, and Rules and Regulations of HOSPITAL, and for seeing that all their students and faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records.

5. The HOSPITAL may request the SCHOOL to withdraw from the HOSPITAL any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the HOSPITAL in carrying out its health care responsibilities.

6. It is understood between the parties that under no circumstances is any member of the SCHOOL student body or faculty to be considered an agent or employee of the HOSPITAL.

7. The SCHOOL shall assume responsibility for the cost of equipment that is broken, damaged, or lost due to any negligence of its students.

8. The SCHOOL shall, to the extent authorized under the constitution and laws of the State of Texas, hold HOSPITAL harmless from liability resulting from acts or omissions of University's employees or students within the terms of this Agreement.

9. The SCHOOL will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the HOSPITAL and agrees to verify that each student so participating has acquired such insurance coverage.

10. The HOSPITAL further agrees as follows:

- (a) to provide to the SCHOOL the necessary space or facilities for conference and classroom areas for student teaching as available;
- (b) to provide lounge and locker space for students, as available;
- (c) to allow students and faculty members of the SCHOOL to utilize the HOSPITAL'S eating facilities at the students' and faculty's sole expense;
- (d) to make available clinical areas for students' training, including the necessary equipment and supplies for administering physical therapy;
- (e) to provide first aid treatment for students or faculty members who are injured or become ill while at the HOSPITAL;
- (f) to provide an orientation for the SCHOOL'S faculty members and plan with them all joint programs; and
- (g) to conduct an orientation for each student in respect to the policies, Rules and Regulations of the HOSPITAL and the facilities of the HOSPITAL.

11. It is understood between the parties that there will be no exchange of funds between the HOSPITAL and the SCHOOL or its students and instructors.

12. This Agreement is for a term of one year, and therefore from year to year unless terminated by either party upon giving three months advance notice to the other party by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

December 30, 1983

Date

WITNESS:

Jeanne P. Tricke

HOSPITAL

W. W. Bennett  
W. W. Bennett, President  
Shriners Hospitals for Crippled Children

UNIVERSITY - SCHOOL

William C. Levin, M.D.  
President  
The University of Texas Medical Branch  
at Galveston

FORM APPROVED:

William Tate  
Office of the General Counsel  
The University of Texas System

CONTENT APPROVED:

Charles J. Mullis, M.D.  
Executive Vice Chancellor for Health  
Affairs  
The University of Texas System

ATTEST: .....

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Executive Secretary, Board of  
Regents  
The University of Texas System

\_\_\_\_\_  
Chairman

3. U. T. Medical Branch - Galveston: Request for Approval to Grant Fourth-Year Leave of Absence, Without Salary, for Edward N. Brandt, Jr., M.D., Ph.D., Effective March 1, 1984 (Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 16.4).--

#### RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President Levin that approval of an exception to Part One, Chapter III, Section 16.4 of the Regents' Rules and Regulations be given in order to grant a fourth-year leave of absence, without salary, effective March 1, 1984, to Edward N. Brandt, Jr., M.D., Ph.D., Professor with tenure, Departments of Family Medicine and Preventive Medicine and Community Health, U. T. Medical Branch - Galveston.

#### BACKGROUND INFORMATION

Dr. Brandt has been on leave of absence from the U. T. Medical Branch - Galveston since March 1, 1981, to serve as Assistant Secretary for Health in the United States Department of Health and Human Services. His continued service in this prestigious position is bringing exceptional credit to the U. T. Medical Branch - Galveston and the U. T. System.

4. U. T. Health Science Center - Houston: Recommendation for Authorization to Collect a Transcript Fee Effective April 16, 1984, and an Application Fee Effective with the Fall Semester 1984 (Catalog Change).--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation that the U. T. Board of Regents approve authorization for The University of Texas Health Science Center at Houston to collect a transcript fee of \$5.00 effective April 16, 1984, and an application fee of \$10.00 to be effective with the Fall Semester 1984.

#### BACKGROUND INFORMATION

The transcript fee would be used to cover the operational costs of preparing, copying and issuing transcripts and the application fee to offset costs incurred in processing applications at the U. T. Health Science Center - Houston.

Currently, all medical, dental, and graduate applicants pay an application fee of \$10.00. The income from medical and dental applicants goes to the U. T. Medical and Dental Application Center and fee income from graduate applicants remains with the U. T. Health Science Center - Houston. If this recommendation is approved, a \$10.00 per applicant fee will also be charged in the Schools of Allied Health Sciences and Nursing. As a result, all applicants to the U. T. Health Science Center - Houston will be treated equally and additional income will be available to defray some costs of operating the Registrar's Office.

Upon Regental approval, the minute order will reflect that the next appropriate catalog published will conform to this action.

5. U. T. Health Science Center - Houston (U. T. Dental Branch - Houston): Proposed Affiliation Agreement with Tokyo Dental College, Tokyo, Japan.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation that approval be given to the affiliation agreement set out on Pages HAC 7 - 13 by and between the U. T. Health Science Center - Houston and Tokyo Dental College, Tokyo, Japan. This nonstandard agreement has been approved by the Office of General Counsel, has been executed by the appropriate officials, and is to become effective upon approval by the U. T. Board of Regents.

BACKGROUND INFORMATION

This affiliation agreement will provide educational programs for dental students at the U. T. Dental Branch - Houston.

HEALTH CARE

EDUCATION EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT, made the 11th day of November, 1983, by and between The University of Texas Health Science Center at Houston, ("University"), a component institution of The University of Texas System, ("System"), and Tokyo Dental College, (TDC), an institution of higher education having its principal office in Tokyo, Japan,

WITNESSETH

WHEREAS, TDC now operates educational facilities located in the City of Chiba City, Japan, and therein provides educational programs and dental health care services for persons in need of such services; and University provides an academic program with respect to health care; and,

WHEREAS, University periodically desires to provide health care related educational experiences for its students, which are not otherwise available to them under the existing program of University, by utilization of appropriate facilities and personnel of TDC, and

WHEREAS, TDC is committed to a goal of providing the best obtainable supply of personnel education in the field of dental health care as being in the best interest of TDC, and believes that achievement of such goal can best

be accomplished by affording dental health-care students the opportunity to participate in meaningful educational experiences as a part of an academic dental health care program, through utilization of appropriate facilities and personnel of TDC; and,

WHEREAS, in order to accomplish such objectives, University and TDC intend to establish and implement from time to time one or more educational experience programs which will involve the students and personnel of University and the facilities and personnel of TDC;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom the programs established and implemented by said parties, University of TDC and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Program"), shall be covered by and subject to the following terms and conditions:

1. The program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of TDC and University, and approved in writing by the Chancellor of The University of Texas System and Board of Directors, TDC.

2. The program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representative of TDC and University, and approved by the Chancellor of The University of Texas System and the Board of Directors, Tokyo Dental College.

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, TDC hereby agrees to furnish the premises, personnel, services, and all other things necessary for the program as specified in the Program Agreement, and in connection with such Program, further agrees:

- (a) To comply to the extent possible under Japanese and municipal law, United States, State of Texas and City of Houston laws, ordinance, rules and regulations applicable to performance by TDC of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
- (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services, and other things provided by TDC pursuant to this Agreement as are necessary for accreditation evaluation.

- c. To appoint a person to serve TDC as liaison ("Liaison") to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, TDC shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by TDC to be Liaison, and within ten days after receipt of same, University shall notify TDC of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies TDC in writing, TDC will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

- (a) to furnish TDC with the names of the students assigned by University to participate in the program.

- (b) To assign for participation in the program only these students.

- (1) who have satisfactorily completed these portions of its curriculum which, according to Program Agreement, are prerequisite to such participation or as determined in its discretion and

(2) who have entered into a written agreement with University and TDC that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and TDC.

(c) To designate a member of the University faculty to coordinate with TDC through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to TDC in writing the name of such faculty member.

7. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such Party's designated representative.

8. All agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representative of the parties and approved by the Board of Regents of The University of Texas System and the Board of Directors, TDC.

9. No oral representation of any officer, agent, or employee of TDC or System, or any of its component institutions (including, but not limited to University), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrence beyond the control of either party.

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System and the Council Board of Directors of Tokyo Dental College. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by TDC and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by University and TDC on the day and year first above written, duplicate copies, each of which shall be deemed an original.

ATTEST:

\_\_\_\_\_  
(Title)

UNIVERSITY

BY:

Roger J. Bulger  
Roger J. Bulger, M.D.  
President  
The University of Texas Health  
Science Center at Houston

ATTEST:

Keijiro Takagi  
(Title)

TOKYO DENTAL COLLEGE

BY:

\_\_\_\_\_  
(Title)  
Dr. T. Kashima, The Chairman  
Board of Directors

FORM APPROVED:

[Signature]  
General Counsel of the System

[Signature]  
CONTENT APPROVED:

FACILITY

BY:

\_\_\_\_\_  
(Title)

CONTENTS APPROVED:

BY:

[Signature]  
Executive Vice Chancellor  
for Health Affairs

CERTIFICATION OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Secretary, Board of Regents  
The University of Texas System

6. U. T. Cancer Center: Proposed Appointment to the Hubert L. and Olive Stringer Chair in Oncology Effective May 1, 1984.--

RECOMMENDATION

The Office of the Chancellor concurs with the recommendation of President LeMaistre to appoint James A. Neidhart, M.D., as the first holder of the Hubert L. and Olive Stringer Chair in Oncology, U. T. Cancer Center, effective May 1, 1984.

BACKGROUND INFORMATION

The nominee has accepted a tenured position as Internist and Professor of Medicine in the Department of Medical Oncology effective on or about May 1, 1984. He is presently Deputy Director of The Ohio State University Comprehensive Cancer Center and Associate Professor of Medicine at The Ohio State University College of Medicine. He is an outstanding clinical investigator in medical oncology and has had a major role in the studies of the transfer factor in cancer.

The Hubert L. and Olive Stringer Chair in Oncology was established by the U. T. Board of Regents on August 4, 1978.

7. U. T. Health Center - Tyler: Proposed Memorandum of Agreement with the Texas Department of Health for and on Behalf of Public Health Regions 7 and 10.--

RECOMMENDATION

The Office of the Chancellor concurs with Director Hurst's recommendation that approval be given to the Memorandum of Agreement set out on Pages HAC 15 - 18 by and between the U. T. Health Center - Tyler and the Texas Department of Health for and on behalf of Public Health Regions 7 and 10. The proposed agreement has been executed by the appropriate officials to become effective upon approval by the U. T. Board of Regents.

BACKGROUND INFORMATION

This agreement provides for the U. T. Health Center - Tyler to maintain up to 40 beds to accommodate tuberculosis patients referred to the U. T. Health Center - Tyler, to make public health reports to the Texas Department of Health, and to provide necessary physicians to conduct tuberculosis control clinics in Public Health Regions 7 and 10. The Texas Department of Health agrees to provide all other medical staff, supplies, and equipment for these clinics. This memorandum of agreement replaces an agreement which has recently expired.

MEMORANDUM OF AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1983 by and between The University of Texas Health Center at Tyler, hereinafter referred to as the "Health Center", and The Texas Department of Health for and on behalf of Public Health Region 7 and 10, hereinafter referred to as the "Department".

WITNESSETH, the Health Center and the Department acting pursuant to the provisions of Article 4414b, 3201a-4, 4477-11 and 4477-12, Texas Civil Statutes, enter into this agreement for the examination, diagnosis, referral, hospitalization, and treatment of tuberculosis patients.

NOW THEREFORE, in consideration of the promises and terms, conditions, and provisions set forth hereinafter, the parties hereby agree as follows:

I.

The Health Center agrees, subject to the terms and conditions herein, to reserve up to forty (40) beds to accommodate all tuberculosis patients or suspected tuberculosis patients both hereinafter referred to as "patients", referred by the Department, local health authorities, or other sources and physicians in private practice.

II.

The priority of admissions of tuberculosis patients will be as follows:

- (1) Referral from the Department, including the out-patient clinics;
- (2) Referral from local health departments or other local health authorities.
- (3) Referral from physicians in private practice.

III.

The Health Center agrees to hospitalize, within forty-eight (48) hours any and all acutely ill tuberculosis patients, referred to the Health Center, unless such hospitalization would

result in over-crowding that could not reasonably be handled by the medical staff, or such over-crowding would result in the Health Center being advised by a State or Federal agency or accrediting body that such over-crowding is in violation of State and Federal law or regulation.

IV.

The Health Center agrees to make informal weekly reports and formal written reports on a monthly basis to the Department with the number of tuberculosis patients at the Health Center. The monthly report will include the number, characteristics, and length of stay of patients with tuberculosis at the Health Center.

V.

Regarding the operation and continuation of Public Health Region 7 and 10, Tuberculosis Control Medical Clinics, the parties agree as follows:

The Health Center will provide the necessary physicians to conduct clinics in the following locations at the estimated frequency indicated:

<u>LOCATION</u>	<u>FREQUENCY</u>
Livingston	Monthly
Texarkana	Monthly
Center	Quarterly
Jasper	Quarterly
Lufkin	Quarterly
Nacogdoches	Quarterly
Palestine (Vernon Calhoun Packing Company)	Quarterly (As Needed)
Paris	Quarterly (As Needed)
Carthage	Quarterly (As Needed)

The Health Center further agrees to provide necessary physicians to conduct such additional tuberculosis control clinics with Public Health Region 7 and 10 as may be necessary to provide adequate tuberculosis control services, not to exceed eight (8) such additional clinics per year. Physicians of the Health Center

will complete the tuberculosis control forms necessary to comply with requirements of the Department. The Health Center also agrees to provide radiologic interpretations, record evaluations, and prescription renewals as needed in instances where circumstances prevent a patient's attendance at a clinic.

The Department will provide all other necessary medical staff, supplies, and equipment for these clinics. Specifically, the Department agrees to:

- (1) Schedule the clinics.
- (2) Provide adequate clinic facilities with necessary supplies and medical equipment, including x-ray view boxes.
- (3) Provide anti-tuberculosis medications.
- (4) Provide necessary nursing or clerical personnel.
- (5) Have available up-to-date records and previous roentgenograms on all patients to be evaluated by the physician.
- (6) Provide reimbursement for mileage and per diem travel expenses of such Health Center physicians, conducting the above tuberculosis medical clinics according to State travel regulations and as agreed upon under separate contract.

It is mutually agreed that ongoing coordination will be maintained between the Health Center and Public Health Regions 7 and 10 to assure continuity and adequacy of tuberculosis control activities.

#### VI.

Regarding the remaining Public Health Regions 7 and 10 Tuberculosis Control Clinics staffed by contract physicians, the Health Center agrees to provide for such contract physicians any initial or inservice training which may be needed for the detection of tuberculosis and the proper conduct of the clinics.

#### VII.

The parties each agree to appoint one or more persons to

serve as a committee to review and recommend changes to resolve any problems which may arise under the procedures and revisions outlined in this agreement.

VIII.

The Health Center agrees to notify the appropriate Public Health Regional authority of the patient's city or county of residence at least seven (7) days in advance of any planned discharge ("with medical advice") of a tuberculosis patient who is in an infectious stage of the disease.

IX

The parties further agree that the Health Center will assist as appropriate the Department in carrying out its duties in controlling tuberculosis.

X.

This Agreement is for a term of two (2) years and will terminate on August 31, 1985. This agreement can not be extended, amended, or terminated prior to said date of termination unless the parties mutually agree in writing, sixty (60) days prior to effecting such extension, amendment, or termination.

TEXAS DEPARTMENT OF HEALTH

THE UNIVERSITY OF TEXAS  
HEALTH CENTER AT TYLER

By Robert Bernstein 11/9/84  
Robert Bernstein, M.D., F.A.C.P.  
Commissioner of Health

By George A. Hurst  
George A. Hurst, M. D.  
Director

OFFICE OF THE CHANCELLOR

By Robert H. MacLean  
Robert MacLean, M. D.  
Deputy Commissioner of Health

By Charles B. Mullins  
Charles B. Mullins, M.D.  
Executive Vice Chancellor for  
Health Affairs  
BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

RECOMMENDED:

By Jerome H. Greenberg  
Jerome H. Greenberg, M. D.  
Associate Commissioner for  
Preventable Diseases

By Jon P. Newton  
Jon P. Newton  
Chairman  
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By William Taylor  
Office of General Counsel

By William Taylor  
Office of General Counsel

**Buildings and  
Grounds Com.**

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BUILDINGS AND GROUNDS COMMITTEE  
Committee Chairman Hay

Date: April 12, 1984

Time: Following the meeting of the Health Affairs Committee

Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

PART I: AGENDA ITEMS FOR ACTION

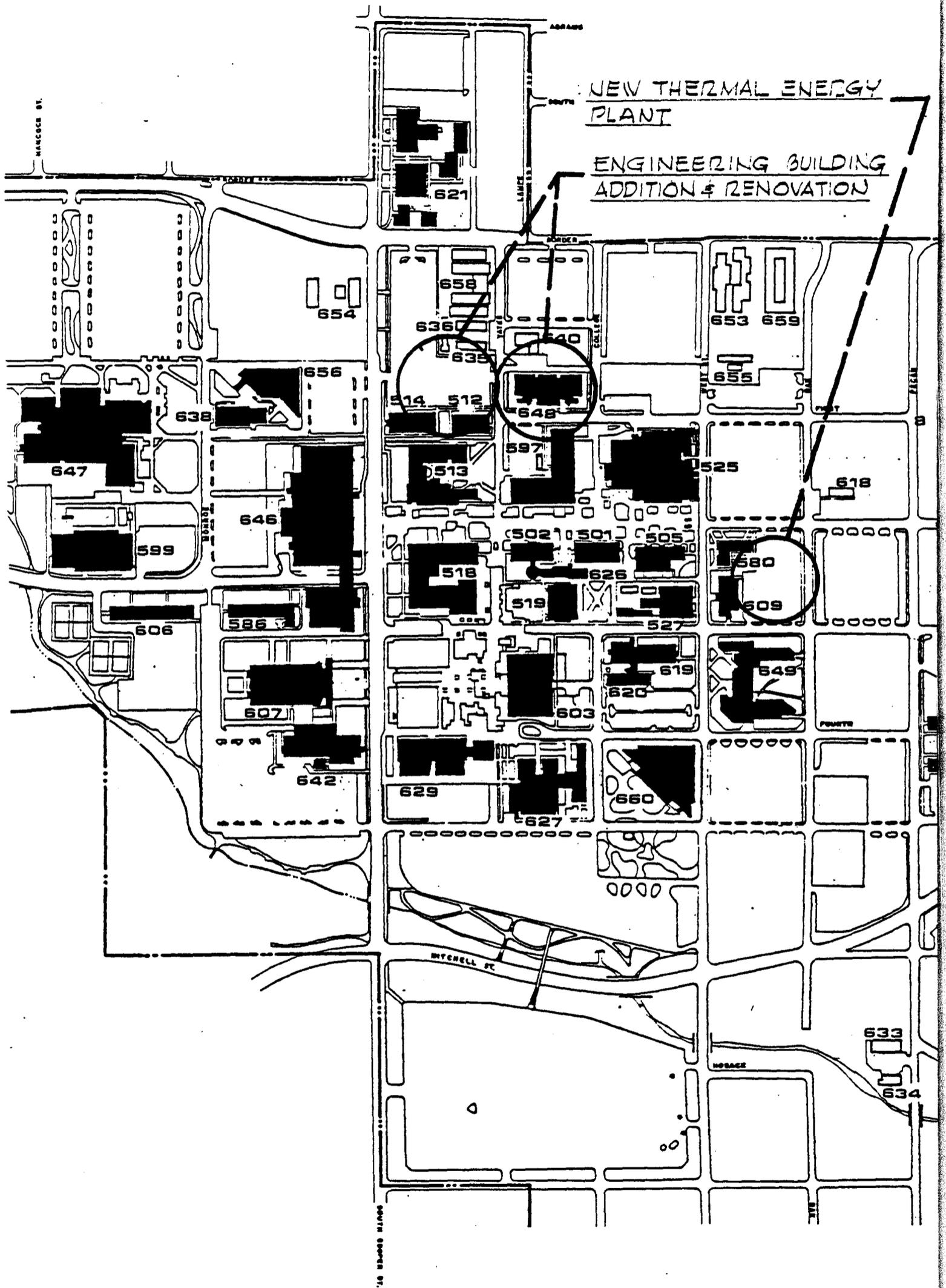
Page  
B&G

1. U. T. Arlington: Engineering Building Addition and Renovation (Project No. 301-475): Request for Approval of Project Scope Increase, and Additional Appropriation Therefor 2
2. U. T. Arlington - Thermal Energy Plant and Campus Distribution System (Project No. 301-474): Recommended Award of Additional Alternate Bids to ESCON Constructors, Inc., Houston, Texas, and Additional Appropriation Therefor 3
3. U. T. Dallas - Emergency Generators for Campus Buildings and Rebuilding of Campus Streets: Request for Project Authorization; Advertisement for Bids and Award of Contracts by Institution; and Appropriation Therefor 5
4. U. T. Health Science Center - San Antonio - Addition to Administration Services Building (Project No. 402-576): Request for Approval of Final Plans; Authorization to Advertise for Bids and for Executive Committee to Award Contract 5

# U. T. ARLINGTON

CENTRAL CAMPUS AREA

(BUILDING INDEX ON BACK)



PART I: AGENDA ITEMS FOR ACTION

1. U. T. Arlington - Engineering Building Addition and Renovation (Project No. 301-475): Request for Approval of Project Scope Increase, and Additional Appropriation Therefor.--

RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Nedderman that the U. T. Board of Regents:

- a. Authorize an increase in project scope for the Engineering Building Addition and Renovation at U. T. Arlington to a new estimated total project cost of \$39,909,710
- b. Appropriate \$400,000 from Ad Valorem Tax Proceeds and related interest earned thereon for fees and miscellaneous expenses through completion of final plans. Previous appropriations have been \$1,050,000 from the same source.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

At the August 12-13, 1982 meeting of the U. T. Board of Regents, preliminary plans for the Engineering Building Addition and Renovation at U. T. Arlington were approved at an estimated August 1982 total project cost of \$29,965,875.

Pursuant to this authorization, final plans and specifications have been completed by the Project Architect, Albert S. Komatsu & Associates, Fort Worth, Texas, at an estimated construction cost of \$23,845,000 and a total project cost of \$32,500,000 based on December 1983 cost data.

A committee constituted in 1978 to develop plans for this building predicted that enrollment would grow approximately 25% over the subsequent 5 to 10 years. Based on projections that the enrollment would grow from 3,000 to 3,750, the building was designed to accommodate 4,500 students and 100 faculty. Actual enrollment has shattered the planning committee's growth projections. Current projections of enrollment in the College of Engineering for 1988 indicate there will be more than 6,500 students and 150 faculty.

In comparing space allocations with the number of students enrolled, the new facility will be deficient in space to meet the needs of U. T. Arlington in 1988 and beyond.

Although final plans have been developed to be consistent with the program authorized by the U. T. Board of Regents, it is recommended that the scope of new construction be increased from 175,000 square feet to approximately 244,000 square feet. This increase would be accomplished by adding additional floors for laboratories, classrooms and offices. The plans continue to call for renovation of 130,000 square feet in the existing building. The anticipated construction cost, escalated to anticipated January 1985 prices, is \$31,784,875 and will average \$85.00 per square foot.

Major elements of the estimated total project cost are:

Construction Cost	
(Escalated to 1/1/85)	\$31,784,875
Professional Fees	1,907,093
Furniture & Furnishings	1,379,115
Institutional Equipment	3,853,230
Air Balancing	167,854
Administrative & Miscellaneous	<u>817,543</u>
Estimated Total Project Cost	\$39,909,710

Although funds are not available to award a construction contract, President Nedderman recommends expansion of the project to permit completion of final plans and specifications so that time may be saved and escalation minimized when funds become available.

2. U. T. Arlington - Thermal Energy Plant and Campus Distribution System (Project No. 301-474): Recommended Award of Additional Alternate Bids to ESCON Constructors, Inc., Houston, Texas, and Additional Appropriation Therefor.--

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Nedderman that the U. T. Board of Regents:

- a. Award additional alternate bids to ESCON Constructors, Inc., Houston, Texas, the lowest responsible bidder for the Thermal Energy Plant and Campus Distribution System at U. T. Arlington as follows:

Alternate No. 1 (Utility Tunnel to School of Architecture and Environmental Design Building)	\$492,000
Alternate No. 4 (Utility Tunnel to Activities Building)	<u>169,500</u>
Recommended Additional Construction Contract Award	\$661,500

- b. Approve a revised total project cost of \$10,997,900
- c. Appropriate an additional \$597,900 from appropriations from the Special Session of the 67th Legislature, 1982, for total project funding

#### BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents given on December 8-9, 1983, bids for construction of a new Thermal Energy Plant at U. T. Arlington were called for and received, opened and tabulated on February 16, 1984.

The results of this bid opening were the subject of Executive Committee Letter No. 84-21. A construction contract award was made to ESCON Constructors, Inc., Houston, Texas, for the Base Bid and Alternates Nos. 2 and 3 in the amount of \$7,124,400.

This award was made within the previously authorized total project cost of \$10,400,000 which includes the prepurchase of equipment.

Alternate 1, in the amount of \$492,000, is the extension of the campus utility tunnel system to serve the future School of Architecture and Environmental Design. This tunnel was originally included in the scope of the project for the School of Architecture and Environmental Design. It was removed from the scope of that project and added to the scope of the project for the Thermal Energy Plant because the work involved is similar to much of the utility work included in the Thermal Energy Plant. It was thought that bids from a utility contractor would be more favorable than from a general contractor; the bids received confirmed this opinion.

Alternate 4, in the amount of \$169,500, would further extend the utility tunnel system from the west side of Monroe Street to connect with the tunnel serving the Activities Building. This extension would alleviate currently existing chilled water flow problems at the Activities Building and provide additional capacity to serve possible future expansion in this area of the campus.

The bids for the Alternates 1 and 4 are valid until May 15, 1984.

ESCON is the lowest responsible bidder for the package of the award already made and the proposed award of Alternates 1 and 4. Award of these additional Alternate Bids is the most cost effective way to accomplish this needed additional work. It is unlikely that more favorable prices could ever be achieved at a future time.

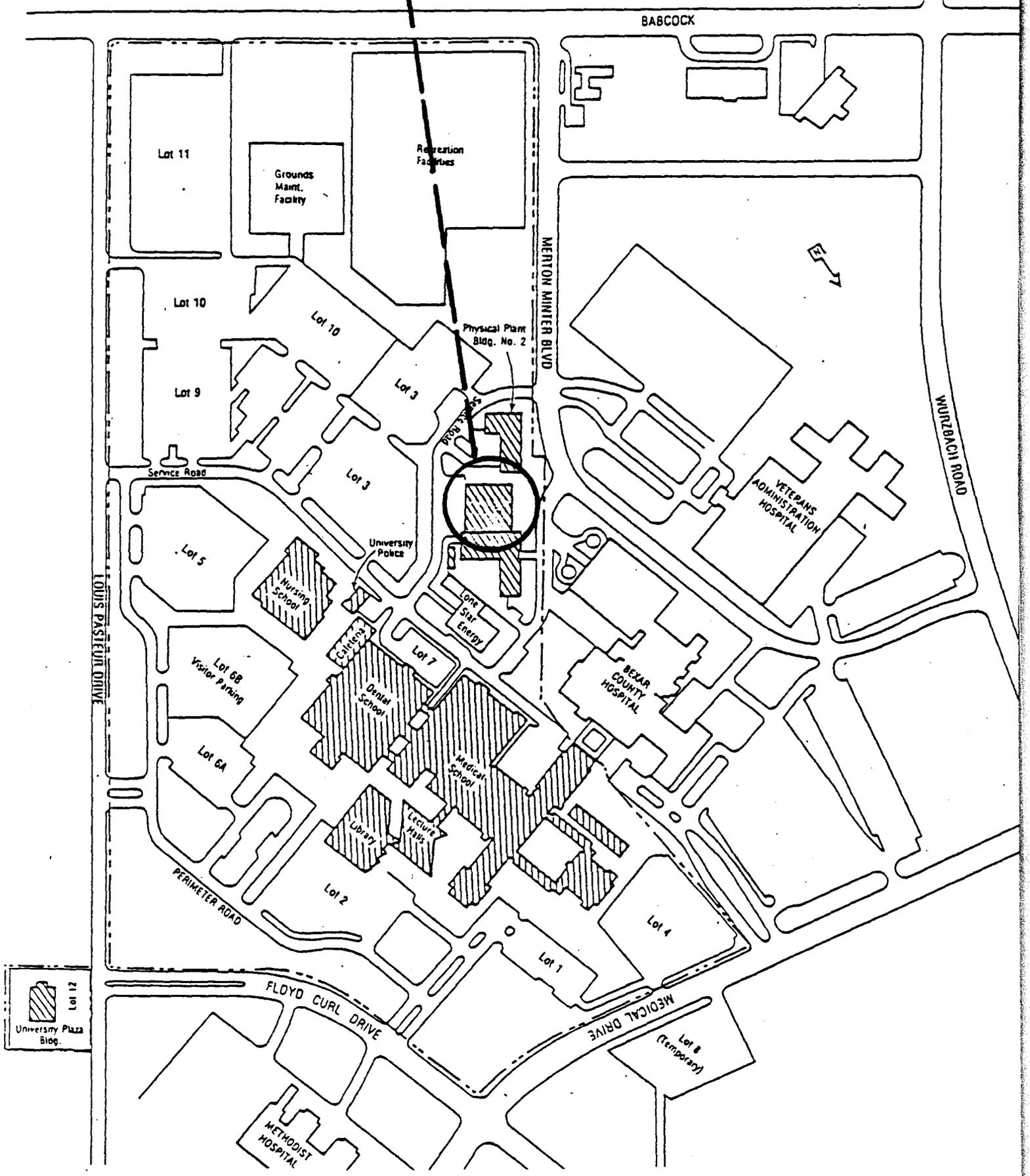
The recommended revised total project cost is composed of the following cost elements.

Construction Contract Award (Base Bid and Alternates 2 and 3 per Executive Committee Letter No. 84-21)	\$ 7,124,400
Alternate No. 1 (Utility Tunnel to Architecture Building)	492,000
Alternate No. 4 (Utility Tunnel to Activities Building)	169,500
Prepurchased Equipment	1,906,690
Future Work (Facilities Control and Monitoring System Electric Service Connections)	370,000
Fees and Administrative Expenses	792,629
Project Contingency	82,681
Miscellaneous Expenses	<u>60,000</u>
Recommended Total Project Cost	\$10,997,900

Funds for this project are from appropriations made by the 67th Legislature at its Special Session in 1982.

# U. T. HEALTH SCIENCE CENTER AT SAN ANTONIO

ADMINISTRATION SERVICES  
BUILDING



3. U. T. Dallas - Emergency Generators for Campus Buildings and Rebuilding of Campus Streets: Request for Project Authorization; Advertisement for Bids and Award of Contracts by Institution; and Appropriation Therefor.--

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Rutford that the U. T. Board of Regents:

- a. Authorize projects for Emergency Generators for Campus Buildings and Rebuilding of Campus Streets at U. T. Dallas at an estimated total project cost of \$802,000
- b. Authorize completion of plans and specifications, advertisement for bids, and award of contracts by U. T. Dallas Administration
- c. Appropriate \$802,000 from the General Appropriations Bill, 68th Legislature, 1983, for total project funding

#### BACKGROUND INFORMATION

The General Appropriations Bill (Senate Bill 179) of the 68th Legislature, 1983, contained an appropriation in the amount of \$802,000 for Emergency Generators for Campus Buildings and Rebuilding of Campus Streets at U. T. Dallas. These funds are in the annual operating budget adopted by the U. T. Board of Regents on August 12, 1983.

Plans and specifications for this work will be prepared by U. T. Dallas Administration with their own forces and through contract services in consultation with the Office of Facilities Planning and Construction. One or more packages of work may exceed \$300,000, but the total for all work will be within the \$802,000 appropriation. Contracts will be awarded on the basis of competitive bids.

4. U. T. Health Science Center - San Antonio - Addition to Administration Services Building (Project No. 402-576): Request for Approval of Final Plans; Authorization to Advertise for Bids and for Executive Committee to Award Contract.--

#### RECOMMENDATIONS

The Office of the Chancellor concurs with the recommendations of President Harrison that the U. T. Board of Regents:

- a. Approve final plans for an Addition to the Administration Services Building at U. T. Health Science Center - San Antonio at an estimated total project cost of \$885,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids
- c. Authorize the Executive Committee to award a construction contract within funds previously appropriated for this project

## BACKGROUND INFORMATION

In accordance with the December 8, 1983, authorization of the U. T. Board of Regents, final plans and specifications for an Addition to the Administration Services Building at the U. T. Health Science Center - San Antonio have been prepared by the Project Architect, Phelps, Garza & Bomberger, San Antonio, Texas. The project includes construction of approximately 10,400 gross square feet at the third level above the existing two level structure. At the time of authorization, it was anticipated that the addition would be a two level addition at ground level. However, further investigation revealed that the existing structure would accommodate an additional floor and that locating the new floor at level three above the existing building would be more convenient and functional. It would also preserve valuable ground space for future structures.

The estimated construction cost, including escalation and contingencies, is \$735,000 resulting in a construction cost of \$70.67 per gross square foot.

This project was submitted to the Coordinating Board, Texas College and University System and approved at its meeting on January 26-27, 1984.

The project has already been funded with appropriations from Unexpended Plant Funds.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEM

April 12-13, 1984

Page  
B&G

5. U. T. System: Recommended Revision to the Architect/Engineer Contract and Revised Schedule of Fees

7

Documentation

5. U. T. System: Recommended Revision to the Architect/Engineer Contract and Revised Schedule of Fees.--

RECOMMENDATION

The Office of the Chancellor recommends that the U. T. Board of Regents:

- a. Consider and act on the September 7, 1983, recommendations of the Capital Improvements Advisory Committee to the Buildings and Grounds Committee of the Board of Regents (a copy of such recommendations previously have been supplied to each member of the Board)
- b. Approve a revised Architect/Engineer Contract as set out on Pages B&G 9 - 30 . The revised contract to be effective for Architect/Engineer appointments made after June 1, 1984.
- c. Approve the following revised schedule of Architect/Engineer fees to be effective after June 1, 1984:

Proposed Architect Fees

Note: When construction cost falls between the tabular limits, the rate will be determined by direct interpolation.

<u>Construction Cost of Project</u>	<u>Dormitories, Garages and Warehouses</u>	<u>Classroom, Office and Other Bldgs.</u>	<u>Health, Research, Special Education Facilities</u>
<b>New Construction</b>			
\$20,000,000 and above	5.0%	5.5%	6.0%
\$10,000,000	5.5%	6.0%	6.5%
\$ 1,000,000	6.0%	6.5%	7.0%
\$ 200,000 and below	7.0%	7.5%	8.0%
<b>Remodeling &amp; Renovation</b>			
\$5,000,000 and above	6.0%	6.5%	7.0%
\$1,000,000	7.0%	7.5%	8.0%
\$ 200,000 and below	8.0%	8.5%	9.0%

BACKGROUND INFORMATION

Based on an analysis of all architectural services paid for by the U. T. System during the last six years, the proposed revisions -- on a composite basis -- would represent a 15% increase over our current fee schedule. On the same basis, the revisions recommended by the Advisory Committee would have resulted in a 21% increase.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include all (normal) structural, mechanical, (and) electrical and landscaping (engineering) services and any other services necessary for design of the complete structure. The Owner reserves the right to reject any person or firm which the Owner may deem to be not qualified or competent to render such services. It is understood that pay for such services shall be paid by the Project Architect out of fees provided for in this Contract and that the Owner accepts no responsibility whatsoever for such associated persons or firms (included in Article 15 as part of Basic Services).

The Architect will provide the Owner with a copy of each contract or agreement he enters into with any consultant.

It is understood that the Architect will carry such professional liability and errors and omissions insurance, covering the services provided by himself and any and all consultants, as is acceptable to and approved by the Owner. The fees for such insurance will be at the expense of the Architect.

The Architect will submit his plans and specifications to the Owner for review at approximately 35%, 50%, 90% and 100% stages of completion. He will incorporate into the plans such corrections and amendments as the Owner requests, unless he has objected in writing and has received the Owner's concurrence not to make the incorporation to which he objects. If added costs are incurred at a later date due to a failure to incorporate requested corrections and amendments, the added costs shall be at the Architect's expense.

The Architect will not proceed beyond the stage of design authorized by the Owner, except at his own financial risk.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the preliminary program and maximum construction cost proposed (furnished) by the Owner to ascertain the requirements of the Project and

shall review the understanding of such requirements with the Owner.

~~(1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.)~~

1.1.2 (1.1.2) The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.3. The Architect, subject to the Owner's concurrence and at the Owner's cost, shall secure the services of surveyors, soils engineers or other special consultants to develop such additional information as may be necessary for the design of the project but which is not available from information provided by the Owner. It is the responsibility of the Architect to verify to his satisfaction any information provided by the Owner, which information is not warranted to be fully correct or up-to-date but simply the best information available to the Owner at the time it is provided.

1.1.4 Before proceeding into the Design Development Phase, the Project Architect shall carefully prepare schematic studies, as much of a detailed program as possible and a maximum construction cost estimate and shall certify in writing to the Owner his concurrence in same unless this requirement of concurrence is waived in writing by the Owner.

~~(1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.)~~

~~(1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.)~~

## 1.2 DESIGN DEVELOPMENT PHASE

~~(1.2.1)~~ Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of plans, elevations and other drawings, outline specifications, models and/or renderings, and construction cost estimate ~~(drawings and other documents)~~ to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

~~(1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.)~~

### 1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents in one or more packages consisting of Drawings and Specifications setting forth in detail the requirements for ~~(the)~~ construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Project Architect shall employ and pay a recognized and specialized company acceptable to the Owner to prepare full scope and detailed Cost Quantity Surveys of the construction Project in a form acceptable to the Owner. Said Surveys shall be submitted with Preliminary Plans and 90% Final Plans when submitted for review in such a manner that the construction cost of the Project is affirmed to the Owner by the Project Architect in writing. ~~(The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.)~~

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility and procedures for ~~(filing documents required for the)~~ obtaining approval of ~~(governmental)~~ authorities having jurisdiction over the Project.

1.3.5 The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than \$ \_\_\_\_\_ . The Project Architect will be responsible for managing the design to stay within this Construction Cost Limitation.

1.3.6 The Project Architect will be responsible for including in the Construction Documents such designs and construction details, where applicable, as are found in the Owner's Design Guidelines.

1.3.7 The Project Architect shall, at his own expense, deliver to the Owner six complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Work, which copies shall become the property of the Owner. The Project Architect shall incorporate into the plans, drawings and

specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.

1.3.8 The Project Architect shall, at his own expense, furnish as many as 25 additional sets of plans and specifications for bidding purposes. Any additional sets required by the Owner to be furnished shall be considered to be an Additional Service. Any sets required by the Project Architect or his Consultants shall be supplied at the Project Architect's expense.

#### 1.4 BIDDING (~~OR NEGOTIATION~~) PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and acceptance of the Cost Quantity Survey (~~of the latest Statement of Probable Construction Cost~~), shall assist the Owner in obtaining and evaluating bids or (~~negotiated~~) proposals, and assist in awarding and preparing contracts for construction.

1.4.2 In the event the lowest acceptable bid received for the Project exceeds the Construction Cost Limitation set by the Owner, the Project Architect, without charge to the Owner, shall make such revisions to the drawings and specifications as may be necessary to bring the cost of the Project within the above stipulated cost limitation. If it is determined to be in the Owner's best interest, instead of requiring the Project Architect to revise the drawings and specifications, the Owner reserves the right to accept a bid and award a construction contract that exceeds the stipulated Construction Cost Limitation and will revise the maximum design fee accordingly.

#### 1.5 CONSTRUCTION PHASE

##### ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is made (~~due, or in the absence of a final Certificate for Payment or of such due date~~), or sixty days after the Date of (~~Substantial~~) Completion of the Warranty Work, whichever occurs last (~~first~~).

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of the Owner's Guidelines for Architect/Engineer Services (~~AIA Document A201, General Conditions of the Contract for Construction~~), current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall

be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner (~~only~~) to the extent provided in the Contract Documents unless otherwise modified by written instrument (~~in accordance with Subparagraph 1.5.16~~).

1.5.4 The Architect and his Consultants shall visit the site at intervals appropriate to the stage of construction, generally at least twice each month, (~~or as otherwise agreed by the Architect in writing~~) to inspect (~~become generally familiar with~~) the progress and quality of the Work and to determine (~~in general~~) if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site visits (~~inspections~~) to inspect (~~check~~) the quality or quantity of the Work. On the basis of such on-site inspections (~~observations~~), the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on (~~observations~~) inspections at the site and on evaluations of the Contractor's Estimate (~~Applications~~) for Partial Payment, and shall approve Estimates (~~issue Certificates~~) for Partial Payment in such amounts (~~as provided in the Contract Documents~~).

1.5.8 The approval (~~issuance~~) of an Estimate (~~a Certificate~~) for Partial Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Estimate (~~Application~~) for Partial Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents

correctable prior to completion, and to any specific qualifications stated in the Estimate (~~Certificate~~) for Partial Payment; and that the Contractor is entitled to payment in the amount certified. However, the approval (~~issuance~~) of an Estimate (~~a Certificate~~) for Partial Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance thereunder by (~~both~~) the (~~Owner and~~) Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations (~~decisions~~), within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and (~~decisions~~) recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. (~~In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.~~)

1.5.11 Subject to approval of the Owner, the (~~The~~) Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. If requested by the Owner, the Architect will review interior designs and/or furniture selections proposed by the Owner to ensure aesthetic compatibility with the Architect's design. (~~The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~)

1.5.12 The Architect shall have the responsibility and the authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect and his Consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor's scheduled progress. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Architect will prepare an independent cost and time estimate for comparison with the Contractor's proposal and recommend to the Owner whether the proposal is acceptable.

1.5.15 The Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Project Architect, the extra drafting expenses will be treated as Additional Services.

1.5.16 ~~(1.5.15)~~ The Architect shall conduct overhead inspections and Substantial Completion inspections to determine the Dates of Substantial Completion ~~(and final completion)~~, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall certify (issue a) final payment (Certificate for Payment).

~~(1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.)~~

1.5.17 Upon completion of the project, the Architect shall revise the drawings and specifications to incorporate all Addenda, all Change Orders for the work and any modifications recorded by the Contractor on the As-Built Drawings maintained at the job site. The Architect shall label the revised drawings and specifications as "Record Drawings" and "Record Specifications" and shall deliver copies to the Owner for record

purposes, as follows:

<u>Reproducible Mylar Film Prints</u>	-	<u>1 set</u>
<u>"Record Drawings" (blue line)</u>	-	<u>2 sets</u>
<u>"Record Specifications"</u>	-	<u>2 sets</u>

~~(1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES~~

~~1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.~~

~~1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.~~

~~1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.)~~

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services. ~~(unless so identified in Article 15.)~~ They shall be provided, if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

~~(1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.)~~

1.7.1 ~~(1.7.2)~~ Providing financial feasibility or other special studies.

1.7.2 ~~(1.7.3)~~ Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites. ~~(and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.)~~

1.7.3 ~~(1.7.4)~~ Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.4 ~~(1.7.5)~~ Providing services to make detailed investigation of ~~(investigate)~~ existing conditions or facilities or to make measured drawings thereof, other than ~~(or)~~ to verify the accuracy of drawings or other information furnished by the Owner.

~~(1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.)~~

1.7.5 ~~(1.7.7)~~ Providing coordination of Work performed by Owner's separate contractors or by the Owner's own forces.

1.7.6 ~~(1.7.8)~~ Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

~~(1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.)~~

~~(1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.)~~

1.7.7 ~~(1.7.11)~~ Providing services for planning tenant or rental spaces.

1.7.8 ~~(1.7.12)~~ Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

~~(1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.)~~

1.7.9 ~~(1.7.14)~~ Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.10 ~~(1.7.15)~~ Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.11 ~~(1.7.16)~~ Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of ~~(either) the (Owner or)~~ Contractor under the Contract for Construction.

~~(1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.)~~

1.7.12 ~~(1.7.18)~~ Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.13 ~~(1.7.19)~~ Providing services after ~~(issuance to the Owner of the)~~ final payment to the Contractor, or expiration of the Warranty, whichever is later. ~~(Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.)~~

1.7.14 ~~(1.7.20)~~ Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.15 ~~(1.7.21)~~ Providing services of consultants for other than the normal architectural, landscaping, acoustical, structural, civil, mechanical and electrical engineering services for the Project.

1.7.16 ~~(1.7.22)~~ Providing any other services not otherwise ~~(included in this Agreement or not)~~ customarily furnished in accordance with generally accepted architectural practice.

## 1.8 TIME

~~(1.8.1)~~ The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

## ARTICLE 2

### THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide ~~(full)~~ information regarding requirements for the Project including an abbreviated ~~(a)~~ program, which shall set forth the Owner's design objectives, constraints and criteria, including approximate space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 ~~(If the)~~ The Owner will provide ~~(provides)~~ a budget for the Project. It ~~(it)~~ shall include the construction cost, contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner(~~,~~). ~~(including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.)~~

2.3 The Owner designates the Office of Facilities Planning and Construction as its ~~(shall designate when necessary,)~~ representative authorized to act in the Owner's behalf with respect to the Project. The Owner's ~~(Owner or such)~~ authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services. The Director of the Office of Facilities Planning and Construction is also designated as the Owner's representative for the purpose of administering this contract, including determination of fees earned by the Architect and equitable backcharges against the Architect for errors and omissions.

2.4 The Owner shall furnish ~~(a legal description and)~~ a ~~(certified)~~ land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, ~~(zoning,)~~ deed restrictions, boundaries and contours of the site; locations, dimensions and ~~(complete)~~ data pertaining to existing buildings, other improvements and trees; and available ~~(full)~~ information concerning ~~(available)~~ service and utility lines both public and private. ~~(above and below grade, including inverts and depths.)~~

2.5 The Owner shall pay for ~~(furnish)~~ the services surveyors, soils engineers or other special consultants when the Owner agrees that such services are ~~(deemed)~~ necessary. ~~(by the Architect.)~~ Such services may ~~(shall)~~ include, as applicable, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, ~~(including necessary operations for determining sub-soil, air and water conditions,)~~ with reports and appropriate professional recommendations.

2.6 The Owner shall arrange for ~~(furnish)~~ structural, mechanical, chemical and other laboratory tests~~(, inspections and reports as required by law or the Contract Documents.)~~ as necessary during construction.

2.7 The Owner shall furnish all legal, accounting, auditing and insurance counseling services as may be necessary ~~(at any time)~~ for the Project. ~~(including such auditing~~

~~services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.)~~

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense. ~~(and the Architect shall be entitled to rely upon the accuracy and completeness thereof.)~~

2.9 If the Owner observes or otherwise becomes aware of any significant design fault or defect in the Project or significant conflict in ~~(nonconformance with)~~ the Contract Documents, ~~(prompt)~~ written notice thereof shall be given by the Owner to the Architect. The Owner will review the Architect's design at the 35%, 50%, 90% and 100% stages of completion. Comments concerning corrections or amendments to the plans and specifications will be furnished in writing to the Architect as promptly as possible after receipt of the documents for review, generally on the order of three weeks later. The Owner will not require the Architect to halt production during design review.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

2.11 At the time the Construction Documents are issued to bidders, the Owner will submit to the Architect for his concurrence a letter of agreement stating the precise basis upon which the Architect's fees will be calculated when bids are received. The said letter of agreement shall be based upon the provisions of this contract and any mutually agreed deviations resulting from peculiarities encountered during the design. The letter of agreement will have the force of amending this Agreement and shall be binding upon both parties. The Owner's representative shall have the authority to sign the letter of agreement.

2.12 The Owner shall furnish the Construction Inspector who will be responsible for detailed inspection of the Work, consisting of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to insure that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices.

## ARTICLE 3

### CONSTRUCTION COST

#### 3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

#### ~~3.2 RESPONSIBILITY FOR CONSTRUCTION COST~~

~~3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.~~

~~3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Document~~

~~alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.~~

~~2.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.~~

~~2.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 2.2.2) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.)~~

#### ARTICLE 4

##### DIRECT PERSONNEL EXPENSE

(4.1) Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel directly engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

## ARTICLE 5

### REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following subparagraphs:

5.1.1 Expense of transportation and living expenses in connection (~~with the Project; living expenses in connection~~) with out-of-state (~~out-of-town~~) travel directed by the Owner; (~~long distance communications~~) and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, over and above those required under Basic Services, but excluding reproductions for the office use of the Architect and the Architect's consultants.

~~(5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.)~~

5.1.3 (~~5.1.4~~) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

~~(5.1.5 Expense of renderings, models and mock-ups requested by the Owner.)~~

5.1.4 (~~5.1.6~~) Expense of any additional insurance coverage or limits, (~~including~~) excluding professional liability insurance required under Basic Services of this contract, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

## ARTICLE 6

### PAYMENTS TO THE ARCHITECT

#### 6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~(6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.)~~

6.1.1 (~~6.1.2 Subsequent payments~~) Payments for Basic Services shall be made (~~monthly and shall be~~) in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

~~(6.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.)~~

6.1.2 ~~(6.1.4)~~ When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions in accordance with the schedule set forth in Article 14, ~~(Subparagraph 14.2.2)~~ based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, an up-to-date ~~(the most recent Statement of Probable Construction Cost or)~~ Detailed Estimate of Construction Cost for such portions of the Project.

## 6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

~~(6.2.1)~~ Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made at reasonable intervals ~~(monthly)~~ upon presentation of the Architect's statement of services rendered or expenses incurred.

## 6.3 PAYMENTS WITHHELD

~~(6.3.1)~~ No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is ~~(held legally)~~ liable.

## 6.4 PROJECT SUSPENSION OR TERMINATION

~~(6.4.1)~~ If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due, ~~(and all Termination Expenses as defined in Paragraph 10.4.)~~ If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted ~~(=)~~ if, in the Owner's opinion, such adjustment is warranted.

ARTICLE 7

ARCHITECTS ACCOUNTING RECORDS

(7.1) Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used either by the owner or the Architect on other projects, ~~(for additions to this Project, or for completion of his Project by others provided the Architects is not in default under this Agreement.)~~ except by agreement in writing. ~~(and with appropriate compensation to the Architect.)~~

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

~~(ARTICLE 9~~

~~ARBITRATION~~

~~9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this~~

~~Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.~~

~~9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.)~~

#### ARTICLE 10

##### TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is to be temporarily or permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due. ~~(and all Termination Expenses as defined in Paragraph 10.4.)~~

~~(10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:~~

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.)

#### ARTICLE 11

##### MISCELLANEOUS PROVISIONS

~~(11.1)~~ Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of (the Architect.) the Owner.

~~(11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.)~~

~~(11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.~~

~~(11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.)~~

#### ARTICLE 12

##### SUCCESSORS AND ASSIGNS

~~(12.1)~~ The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with

respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent to the other.

ARTICLE 13

EXTENT OF AGREEMENT

~~(13.1)~~ This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

~~(14.1 AN INITIAL PAYMENT of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) shall be made upon execution of this Agreement and credited to the Owner's account as follows)~~

14.1~~(14.2)~~ BASIC COMPENSATION

14.1.1~~(14.2.1)~~ FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5.17, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

14.1.2 ~~(14.2.2)~~ Where compensation is based on a ~~(Stipulated Sum or)~~ Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	percent ( <u>15%</u> )
Design Development Phase:	percent ( <u>20%</u> )
Construction Documents Phase:	percent ( <u>40%</u> )
Bidding or Negotiation Phase:	percent ( <u>5%</u> )
Construction Phase:	percent ( <u>20%</u> )

~~(14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.)~~

14.2 ~~(14.4)~~ COMPENSATION FOR ADDITIONAL SERVICES

14.2.1 ~~(14.4.1)~~ FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of Consultants, Compensation shall be computed as follows: When so authorized in writing, at an amount not to exceed 2.75 times direct salary cost, plus \$50.00 per hour for principals.

14.2.2 ~~(14.4.2)~~ FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of (1.1) times the amounts billed to the Architect for such services.

14.3 ~~(14.5)~~ FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of (1.0) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

~~(14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.)~~

14.4 ~~(14.7)~~ The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that ~~(14.7.1 IF THE SCOPE)~~ if the scope of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

~~(14.7.2 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.)~~

#### ARTICLE 15

#### OTHER CONDITIONS OR SERVICES

Land and  
Investment Com.

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LAND AND INVESTMENT COMMITTEE  
Committee Chairman Milburn

Date: April 12, 1984  
Time: Following the meeting of the Buildings and  
Grounds Committee  
Place: John Peace Library Building, Room 4.03.12  
U. T. San Antonio

	<u>Page</u> <u>L&amp;I</u>
<u>PART I: AGENDA ITEMS FOR ACTION</u>	
<u>I. Permanent University Fund</u>	
<u>A. Investment Matters</u>	
1. Permanent University Fund: Report on Clearance of Monies to Permanent University Fund for January and February 1984 and Report on Oil and Gas Development as of Febru- ary 29, 1984	8
2. U. T. Board of Regents: Permanent University Fund Bonds, New Series 1984 - Recommendation for Sale of Issue; Appointment of Bond Counsel and Bond Advisor; and Establishment of Account for Miscel- laneous Costs	9
<u>B. Land Matters</u>	
U. T. System: Proposed Fee Changes in the University Lands Accounting Office and for Geophysical Permits	9
<u>II. Trust and Special Funds</u>	
<u>A. Gifts, Bequests and Estates</u>	
U. T. SYSTEM AND U. T. CANCER CENTER	
1. (U.T. M. D. Anderson Hospital - Houston): Recommendation to Accept Gift of Land in Eastland County, Texas, and Establish The Robert and Alma Moreton 1983 Unitrust and Eligibility for Matching Funds from the Texas Eminent Scholars Program	10
U. T. AUSTIN	
2. Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts - Recommendation to Accept Gifts and a Transfer and to Redesignate as the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts, and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program	11

3. Recommendation to Accept Gift and Pledge to Establish the Chevron Lectureship in Petroleum Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 12
4. Loraine O'Gorman Gonzalez Trust - Recommendation to Accept a Waiver of Life Interest, to Terminate the Trust, to Establish the Richard J. Gonzalez Regents Chair in Economic Development Based on Freedom and Private Enterprise in the College of Liberal Arts, and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 12
5. Recommendation to Accept a Pledge to Establish the Thomas A. Loomis Endowed Lectureship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 13
6. Recommendation to Accept Gifts and Pledges to Establish the John J. McKetta Centennial Energy Chair in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 13
7. Recommendation to Accept Gifts and Pledges to Establish the First George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business and Establish the Second George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business with Matching Funds Under The Regents' Endowed Teachers and Scholars Program 14
8. Foster Parker Centennial Professorship of Finance and Management in the Graduate School of Business - Recommendation for Use of Previously Approved Matching Funds Under The Centennial Teachers and Scholars Program 15

9. Joyce Bowman Payne Centennial Teaching Fellowship in the College of Natural Sciences - Recommendation to Establish the Bill R. Payne Centennial Teaching Fellowship in the College of Natural Sciences with Matching Funds Under The Centennial Teachers and Scholars Program 15
10. Katherine Ross Richards Centennial Lectureship in Nutrition in the College of Natural Sciences and Katherine Ross Richards Centennial Lectureship in English in the College of Liberal Arts - Recommendation to Redesignate as the Katherine Ross Richards Centennial Teaching Fellowship in Nutrition in the College of Natural Sciences and the Katherine Ross Richards Centennial Teaching Fellowship in English in the College of Liberal Arts 16
11. Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business - Recommendation to Accept Additional Pledge and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 16
12. Recommendation to Accept Gifts and Pledges to Establish the Texas Exes in Home Economics Centennial Lectureship in the College of Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program 17
13. Recommendation for Allocation of Additional Matching Funds Under The Regents' Endowed Teachers and Scholars Program for Previously Established Endowed Academic Positions 18
14. Recommendation to Redesignate Titles of Endowed Positions Approved Under The Regents' Endowed Teachers and Scholars Program 19
15. Recommendation to Establish The Mort Baranoff Endowed Scholarship in the College of Fine Arts 20
16. Recommendation to Establish the Department of Chemistry Excellence Endowment in the College of Natural Sciences 20

17. Marsha L. Hamby Memorial Scholarship in the College of Engineering - Recommendation to Accept Gifts and Redesignate as the Marsha L. Hamby Endowed Presidential Scholarship in the College of Engineering 21
18. Estates of Wolf E. Jessen and Janet C. Jessen - Final Reports and Recommendation to Establish the Wolf E. Jessen Endowment Fund in the School of Architecture and the Wolf E. Jessen Endowment Fund in Fine Arts in the College of Fine Arts 21
19. Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law - Recommendation to Redesignate as the Liddell, Sapp, Zivley, Brown & LaBoon Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law 22
20. Recommendation to Accept Gifts and Pledges to Establish the Peter L. Reid Memorial Scholarship in the College of Business Administration 22
21. Recommendation to Accept Gifts and Pledges to Establish the Eugene A. Ripperger Scholarship Fund in Engineering Mechanics in the College of Engineering 23
22. Recommendation to Establish the Robert E. Witt Faculty Excellence Fund in the College of Business Administration and the Graduate School of Business 23
- U. T. EL PASO
23. Recommendation to Accept Gift and Establish the J. S. Armijo-Steinmetz Scholarship Fund in Metallurgical Engineering in the College of Engineering 24
24. Recommendation to Accept Bequest from the Estate of Anne Meriam Claudius to Establish the Anne and Roland W. Claudius Memorial Scholarship Fund 24
25. Recommendation to Establish the Diamond Jubilee Endowed Fund for Academic Resources with a Transfer of Funds from the Diamond Jubilee Endowed Fund for Academic Resources Account 25

26. Recommendation to Accept Bequest and Gifts and Establish the Dexter R. Mapel, Jr. and Grace Miller Mapel Memorial Scholarship Fund in the College of Liberal Arts 26
27. Recommendation to Establish the Sunturians Endowed Scholarship Fund 26
- U. T. SAN ANTONIO
28. George Muller Scholarship Fund - Recommendation for Acceptance of Gift of Undivided Interests in Land in Morris County, New Jersey, from Ken Muller and Ruth C. Muller, Boerne, Texas, and Approval of Boerne Area Community Center to Act as Trustee 27
- U. T. TYLER
29. Recommendation to Accept Gift to Establish the Zoe and Eugene Talbert Presidential Endowed Scholarship 27
- U. T. HEALTH SCIENCE CENTER - DALLAS
30. (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gift to Establish the Aradine S. Ard Professorship in Brain Science and Eligibility for Matching Funds from the Texas Eminent Scholars Program 28
31. (U. T. Southwestern Medical School - Dallas): Professorship in Geriatric Medicine - Recommendation to Redesignate as the Seymour Eisenberg Professorship in Geriatric Medicine 28
32. (U. T. Southwestern Medical School - Dallas): Frank H. Kidd, Jr., M.D., Professorship in Surgery - Recommendation to Accept Gift of Securities and Eligibility for Matching Funds from the Texas Eminent Scholars Program 29
33. (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Grant and Pledge and Establish the Lectureship in Brain Sciences and Eligibility for Matching Funds from the Texas Eminent Scholars Program 29
34. (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gifts of Securities to Establish the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases and Eligibility for Matching Funds from the Texas Eminent Scholars Program 30

35. (U. T. Southwestern Medical School - Dallas): Recommendation to Establish a Nonendowed Professorship Named the Charles D. Tandy Visiting Professorship in Cardiology 31
- U. T. MEDICAL BRANCH - GALVESTON
36. (U. T. Medical School - Galveston): Recommendation to Accept Gift and Transfer of Funds to Establish the Clara Tibbetts Phillips Professorship in Anesthesiology and Eligibility for Matching Funds from the Texas Eminent Scholars Program 32
- U. T. HEALTH SCIENCE CENTER - HOUSTON
37. (U. T. Medical School - Houston): Recommendation to Accept Bequest from the Estate of Bettie Collins to Establish the Bettie Collins and Helene Collins Sprong Fund 32
- U. T. CANCER CENTER
38. (U.T. M. D. Anderson Hospital - Houston): Recommendation to Accept Gift of Securities to Establish the Hubert Hudson Educational Fund in Urology 33
39. (U.T. M. D. Anderson Hospital - Houston): Recommendation to Establish the PRS Patient Service Programs Fund, the PRS Cancer Research Programs Fund, the PRS Program Development Fund, the PRS Faculty Associates Program Fund, and the PRS Patient Referral and Communication Program Fund 33
- B. Real Estate Matters
- U. T. AUSTIN
1. Walter Prescott Webb Chair in History - Recommendation for Ratification of Ground Lease, Ratification of Termination Declaration, and Authorization to Terminate Dedication of Ingress and Egress of Certain Driveways, Relating to Northfair Shopping Center, Austin, Travis County, Texas 35
- U. T. EL PASO
2. Frank B. Cotton Trust - Recommendation for Authorization to Exchange Land in Culberson County, Texas, for Land in Hudspeth County, Texas 35

3. Josephine Clardy Fox Fund - Recommendation for Lease of Real Property at 5001-5003 Alameda, El Paso, Texas, to West Texas Energy Company, El Paso, Texas 36
- U. T. MEDICAL BRANCH - GALVESTON
4. Robertson-Poth Charitable Remainder Trust #2 - Report of Failure to Close Sale of Land in Galveston County, Texas, to Mr. and Mrs. Michael E. Schmidt and Recommendation for Sale of Land in Galveston County, Texas, to Mr. Jim Akins, Galveston, Texas 36
- U. T. CANCER CENTER
5. (U.T. M. D. Anderson Hospital - Houston): Barbara G. Horowitz Fund - Recommendation for Sale of Land in Bexar County, Texas, to Mr. Seth Newberger, San Antonio, Texas 37
6. (U.T. M. D. Anderson Hospital - Houston): Kenneth D. and Janet M. Muller Fund for Cancer Research and Education - Recommendation for Sale of Land in Kendall County, Texas, to Mr. and Mrs. C. L. Newsome, Boerne, Texas 37

PART I: AGENDA ITEMS FOR ACTION

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund for January and February 1984, and Report on Oil and Gas Development as of February 29, 1984.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for January and February 1984, and (b) Oil and Gas Development as of February 29, 1984, are submitted by the Executive Director for Investments and Trusts.

8 - 187

<u>Permanent University Fund</u>	<u>January, 1984</u>	<u>February 1984</u>	<u>Cumulative Through February of This Fiscal Year (1983-1984)</u>	<u>Cumulative Through February of Preceding Fiscal Year (1982-1983)</u>	<u>Per Cent Change</u>
Royalty					
Oil	\$10,162,090.51	\$ 8,235,718.98	\$ 54,059,806.37	\$60,201,939.48	(10.20%)
Gas	2,943,059.58	3,163,517.47	19,624,610.44	21,610,950.45	(9.19%)
Sulphur	10,000.00	10,000.00	50,000.00	594,169.96	
Water	15,663.44	19,515.70	239,314.58	140,899.19	
Brine	5,088.63	12,779.27	109,004.19	30,061.89	
Rental					
Oil and Gas Leases	313,312.01	863,101.47	1,328,282.07	994,982.54	
Other	797.96	200.00	1,597.96	2,530.86	
Sale of Sand, Gravel, Etc.	1,193.75	-0-	6,724.75	10,007.90	
Gain or (Loss) on Sale of Securities	15,728,034.07	350,358.17	23,929,753.05	6,075,540.86	
Sub-Total	<u>29,179,239.95</u>	<u>12,655,191.06</u>	<u>99,349,093.41</u>	<u>89,661,083.13</u>	10.81%
Bonuses					
Oil and Gas Lease Sales	-0-	-0-	7,006,200.00	-0-	
Amendments and Extensions to Mineral Leases	1,203.38	4,805.25	215,427.19	492,717.43	
Total Bonuses	<u>1,203.38</u>	<u>4,805.25</u>	<u>7,221,627.19</u>	<u>492,717.43</u>	
<b>TOTAL CLEARANCES</b>	<u>\$29,180,443.33</u>	<u>\$12,659,996.31</u>	<u>\$106,570,720.60</u>	<u>\$90,153,800.56</u>	18.21%

Oil and Gas Development - February 29, 1984  
Acreage Under Lease - 863,012

Number of Producing Acres - <sup>547,574</sup>~~315,437~~  
*per Joe Bagel*

Number of Producing Leases - 2,210

2. U. T. Board of Regents: Permanent University Fund Bonds, New Series 1984 - Recommendation for Sale of Issue; Appointment of Bond Counsel and Bond Advisor; and Establishment of Account for Miscellaneous Costs.--

RECOMMENDATION

The Office of the Chancellor recommends that Permanent University Fund Bonds, New Series 1984, be issued in an approximate amount of \$35,000,000; that the U. T. Board of Regents name a Bond Counsel from a list to be furnished at the Board meeting and name the firm of Rotan Mosle as Bond Advisor; and that the Office of Investments and Trusts be authorized to advertise for bids for the sale of bonds, the paying agent/registrar, and printing of the bonds which will be submitted to the U. T. Board of Regents at a subsequent meeting.

It is further recommended that an account be established in the amount of \$60,000 from proceeds of the bond sale for Miscellaneous Costs - Permanent University Fund Bonds, New Series 1984, to pay bond counsel, bond advisor, and paying agent/registrar fees, and other miscellaneous costs.

BACKGROUND INFORMATION

The sale of Permanent University Fund Bonds is recommended to provide funds for payment of construction costs for projects that have been approved by the U. T. Board of Regents as well as the cost of projects the Board has authorized with construction contracts expected to be awarded during 1984-85.

The Texas A&M University System Board of Regents will also sell Permanent University Fund Bonds on the same date and details concerning the sale are being coordinated with them.

B. LAND MATTERS

Permanent University Fund: Proposed Fee Changes in the University Lands Accounting Office and for Geophysical Permits.--

RECOMMENDATION

The Office of the Chancellor recommends that the following changes be made for geophysical permit fees and fees charged by the University Lands Accounting Office, effective May 1, 1984:

Preparation for Certificates of Fact

	<u>Current</u>	<u>Proposed</u>
Certificates of Facts involving examination of one file	\$25.00	\$50.00
Each additional file	7.50	10.00
Other certificate not otherwise provided for	7.50	10.00

	Copies	
	<u>Current</u>	<u>Proposed</u>
All records of the University Lands Accounting Office, per page	1.00	2.50
Geophysical permits usable within ninety days	300.00	400.00

#### BACKGROUND INFORMATION

These new fees are similar to those adopted by the General Land Office effective January 1, 1984.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. System and U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Recommendation to Accept Gift of Land in Eastland County, Texas, and Establish The Robert and Alma Moreton 1983 Unitrust and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept a gift of 872.03 acres of land in Eastland County, Texas, from Mrs. Alma Moreton of Houston, Texas, and establish The Robert and Alma Moreton 1983 Unitrust. The unitrust agreement provides for an annual payment to the Grantor, during her life, and to Dr. Robert Moreton, for his life if he survives her, of an amount equal to the lesser of (a) the income of the trust, or (b) 10% of the net fair market value of the trust assets. Upon termination of the trust, the trust assets are to be distributed to the U. T. Board of Regents for the following purposes:

- a. The first \$50,000 for the establishment of the Robert D. and Alma W. Moreton Endowed Lectureship at the U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston)
- b. The next \$100,000 for the establishment of the Robert D. and Alma W. Moreton Endowed Professorship in Diagnostic Radiology at the U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston)
- c. The next \$100,000 for the establishment of the Billy Carr Distinguished Teaching Fellowship at a component institution to be selected by the U. T. Board of Regents

It is further recommended that the actual income earned on this gift be certified to the appropriate State officials for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51, Texas Education Code, when matching funds are made available under that act.

## BACKGROUND INFORMATION

Mrs. Alma Moreton, a graduate of the Juilliard School of Music, is the wife of Dr. Robert D. Moreton, currently Vice President for Patient Affairs at the U. T. Cancer Center. Dr. Moreton, a distinguished physician, educator and administrator, is the author of numerous medical articles and has been the recipient of awards from various professional and civic organizations.

Items 2-14 relate to gifts to U. T. Austin and The Regents' Endowed Teachers and Scholars Program.

2. U. T. Austin: Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts - Recommendation to Accept Gifts and a Transfer and to Redesignate as the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts, and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$10,000 in gifts from various donors and a \$10,000 transfer from the income account of the Lamar Savings Centennial Professorship in Finance for addition to the Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts in the College of Liberal Arts at U. T. Austin for a total endowment of \$100,000. It is recommended that the Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts be redesignated the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts.

It is further recommended that the \$10,000 in gifts be matched under The Regents' Endowed Teachers and Scholars Program and used to increase the endowment of the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts to an endowment total of \$90,000.

## BACKGROUND INFORMATION

The U. T. Board of Regents at its August 11 - 12, 1983 meeting accepted a \$200,000 gift from the Lamar Financial Corporation, Austin, Texas, and established the Lamar Savings Centennial Professorship in Finance in the College of Business Administration and the Graduate School of Business with \$180,000. The remaining \$20,000 was added to the Stephen H. Spurr Centennial Fellowship in the Lyndon B. Johnson School of Public Affairs. The matching allocation from The Centennial Teachers and Scholars Program was used to establish the Elsie and Stanley E. (Skinny) Adams, Sr. Centennial Fellowship in Liberal Arts with \$80,000, the Christie and Stanley E. Adams, Jr. Centennial Fellowship in Liberal Arts with \$80,000, the Mary and J. Q. Edwards Centennial Lectureship in Liberal Arts with \$20,000, and to increase the endowment of the Lamar Savings Centennial Professorship in Finance with \$20,000 for a total endowment of \$200,000.

See Item 13, Page AAC 25 for an appointment to the Christie and Stanley E. Adams, Jr. Centennial Professorship in Liberal Arts.

3. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Chevron Lectureship in Petroleum Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$7,000 gift and \$13,000 pledge, due prior to August 31, 1987, from the Denver, Colorado, office of Chevron U.S.A. Inc. to establish the Chevron Lectureship in Petroleum Engineering in the College of Engineering at U. T. Austin.

It is further recommended that the gift and pledge, as received, be matched under The Regents' Endowed Teachers and Scholars Program and, in accordance with the donor's wishes, used to double the endowment of the lectureship.

#### BACKGROUND INFORMATION

Chevron U.S.A. Inc., a subsidiary of Standard Oil Company of California, has been a generous supporter of U. T. Austin in the areas of natural sciences, engineering, and a variety of other departments through the company's employee matching gift program.

4. U. T. Austin: Loraine O'Gorman Gonzalez Trust - Recommendation to Accept a Waiver of Life Interest, to Terminate the Trust, to Establish the Richard J. Gonzalez Regents Chair in Economic Development Based on Freedom and Private Enterprise in the College of Liberal Arts, and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a waiver from Dr. Richard J. Gonzalez of Austin, Texas, of his life interest in The Loraine O'Gorman Gonzalez Trust. The Office of the Chancellor and Dr. Flawn report that with the acceptance of this waiver, The Loraine O'Gorman Gonzalez Trust will terminate and the assets with a current market value of \$644,812.16 will revert to the U. T. Board of Regents.

It is further recommended that the assets of the trust be used to establish the Richard J. Gonzalez Regents Chair in Economic Development Based on Freedom and Private Enterprise in the Department of Economics, College of Liberal Arts, U. T. Austin, and that the \$644,812.16 be matched under The Regents' Endowed Teachers and Scholars Program and used to double the endowment of the chair.

## BACKGROUND INFORMATION

A bequest under the Will of Mrs. Loraine O'Gorman Gonzalez, deceased, was accepted by the U. T. Board of Regents at the January 29, 1971 meeting with a final accounting reported at the June 8 - 9, 1978 meeting. The Will established a trust fund with all income to be paid to Mrs. Gonzalez's husband, Dr. Richard J. Gonzalez, during his lifetime. On November 30, 1983, Dr. Gonzalez donated his life estate in the trust fund to the U. T. Board of Regents in order to establish one or more Gonzalez chairs or professorships in any field as prescribed by the Will.

5. U. T. Austin: Recommendation to Accept a Pledge to Establish the Thomas A. Loomis Endowed Lectureship in the College of Business Administration and the Graduate School of Business and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$25,000 pledge, payable prior to August 31, 1987, from the members of the College of Business Administration Foundation Advisory Council to establish the Thomas A. Loomis Endowed Lectureship in the College of Business Administration and the Graduate School of Business at U. T. Austin.

It is further recommended that the \$25,000 pledge, as received, be matched under The Regents' Endowed Teachers and Scholars Program and, in accordance with the donors' wishes, used to double the endowment of the lectureship.

## BACKGROUND INFORMATION

A committee of the College of Business Administration Foundation Advisory Council, headed by Mr. Fred H. Moore, has pledged to endow a lectureship to honor Mr. Thomas Loomis, Assistant Dean of the College of Business Administration and the Graduate School of Business, in recognition of his exceptional contributions to the College of Business Administration Foundation Advisory Council and his effective professional leadership in establishing a significant faculty endowment. Mr. Loomis joined the U. T. Austin staff as Assistant to the Dean responsible for the fund raising programs of the College of Business Administration and the Graduate School of Business in October 1974.

6. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the John J. McKetta Centennial Energy Chair in Engineering in the College of Engineering and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$165,500 in gifts and \$334,500 in

pledges, payable prior to August 31, 1987, from various donors for a total of \$500,000 to establish the John J. McKetta Centennial Energy Chair in Engineering in the College of Engineering at U. T. Austin.

It is further recommended that the \$165,500 in gifts and the \$334,500 in pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to double the endowment of the chair.

#### BACKGROUND INFORMATION

Colleagues and friends of Dr. John J. McKetta have made gifts and are raising funds to endow a chair to honor Dr. McKetta, Professor of Engineering and holder of the Joe C. Walter Chair in Chemical Engineering.

7. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the First George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business and Establish the Second George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business with Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$40,295 in gifts and \$22,133 in pledges, payable prior to August 31, 1987, for a total of \$62,428 from various donors to establish the first George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business at U. T. Austin.

It is further recommended that the \$40,295 in gifts and \$22,133 in pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to establish the second George H. Newlove Endowed Faculty Fellowship in Accounting in the College of Business Administration and the Graduate School of Business.

#### BACKGROUND INFORMATION

A committee of the College of Business Administration Foundation Advisory Council, headed by Dr. Glenn A. Welsch, is conducting a fund raising campaign to endow fellowships to honor Professor Emeritus Newlove for his thirty-nine years of dedicated teaching, scholarly research, and accounting leadership. The goal of the committee is to eventually provide four endowed fellowships with \$50,000 each.

Dr. Newlove joined the U. T. Austin Department of Accounting as a professor in 1928 and retired in 1967.

8. U. T. Austin: Foster Parker Centennial Professorship of Finance and Management in the Graduate School of Business - Recommendation for Use of Previously Approved Matching Funds Under The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to use \$116,861.79 in previously approved matching funds under The Centennial Teachers and Scholars Program to increase the endowment of the Foster Parker Centennial Professorship of Finance and Management in the Graduate School of Business at U. T. Austin.

BACKGROUND INFORMATION

The Foster Parker Professorship of Finance and Management was established at the February 28 - 29, 1980 meeting of the U. T. Board of Regents and was held by The Business School Foundation (an external foundation). The trusteeship of the professorship was transferred to the U. T. Board of Regents, the \$143,400 endowment was approved for matching under The Centennial Teachers and Scholars Program with a purpose to be designated at a later date, and the title was amended at the August 12 - 13, 1982 meeting.

9. U. T. Austin: Joyce Bowman Payne Centennial Teaching Fellowship in the College of Natural Sciences - Recommendation to Establish the Bill R. Payne Centennial Teaching Fellowship in the College of Natural Sciences with Matching Funds Under The Centennial Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Bill R. Payne Centennial Teaching Fellowship in the Department of Geological Sciences, College of Natural Sciences, U. T. Austin, with \$50,000 matching funds from The Centennial Teachers and Scholars Program. This teaching fellowship is being designated as the matching endowment to the previously established Joyce Bowman Payne Centennial Teaching Fellowship in the College of Natural Sciences.

BACKGROUND INFORMATION

The Joyce Bowman Payne Centennial Teaching Fellowship was established at the February 10 - 11, 1983 meeting of the U. T. Board of Regents with a designation for use of the matching funds to be made at a later date. Funding was provided by a \$5,000 gift and \$7,500 pledge from Mr. Bill Payne and a \$37,500 pledge from the Exxon Education Foundation for a total of \$50,000. The current balance of the Joyce Bowman Payne Centennial Teaching Fellowship is \$43,400.00.

10. U. T. Austin: Katherine Ross Richards Centennial Lectureship in Nutrition in the College of Natural Sciences and the Katherine Ross Richards Centennial Lectureship in English in the College of Liberal Arts - Recommendation to Redesignate as the Katherine Ross Richards Centennial Teaching Fellowship in Nutrition in the College of Natural Sciences and the Katherine Ross Richards Centennial Teaching Fellowship in English in the College of Liberal Arts.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to redesignate the Katherine Ross Richards Centennial Lectureship in Nutrition in the Department of Home Economics, College of Natural Sciences, the Katherine Ross Richards Centennial Teaching Fellowship in Nutrition. A transfer of unrestricted gifts in the amount of \$6,406.18 will complete the required funding of \$50,000.

It is further recommended that the Katherine Ross Richards Centennial Lectureship in English in the Department of English, College of Liberal Arts, be redesignated the Katherine Ross Richards Centennial Teaching Fellowship in English. A transfer of unrestricted gifts in the amount of \$16,320 will complete the required funding of \$50,000.

#### BACKGROUND INFORMATION

The Katherine Ross Richards Centennial Lectureship in Nutrition was established at the February 11 - 12, 1982 meeting of the U. T. Board of Regents by acceptance of an additional gift and pledge from the Tom C. White Foundation of Wichita Falls, Texas, and redesignation of the Katherine Ross Richards Memorial Award in Nutrition for a total endowment of \$30,600. Approval was also given to match \$20,600 of this \$30,600 under The Centennial Teachers and Scholars Program with the purpose to be designated at a later date. The Katherine Ross Richards Centennial Lectureship in English was established with \$20,600 in matching funds under The Centennial Teachers and Scholars Program at the August 12 - 13, 1982 meeting and with \$7,080 additional matching funds approved at the December 8 - 9, 1983 meeting.

See Item 13, Page L&I 18, for related agenda item requesting an additional \$6,000 in matching funds.

11. U. T. Austin: Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business - Recommendation to Accept Additional Pledge and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept a \$25,000 pledge, payable prior to April 1, 1985, from Mr. and Mrs. Ralph Spence of Tyler, Texas, for addition to the Mary John and Ralph Spence Centennial Professorship in the College of Business Administration and the Graduate School of Business at U. T. Austin.

It is further recommended that this pledge, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used, in accordance with the donors' wishes, to increase the endowment of the professorship to \$157,000.89.

#### BACKGROUND INFORMATION

The Mary John and Ralph Spence Centennial Professorship was established at the October 8 - 9, 1981 meeting of the U. T. Board of Regents with a \$100,000 pledge from Mr. and Mrs. Spence. Matching funds under The Centennial Teachers and Scholars Program were designated to establish the Charles H. Spence Centennial Professorship in Education in the College of Education at the December 10 - 11, 1981 meeting.

Mr. Spence, a 1942 U. T. Austin graduate, is a member and past Chairman of the Executive Committee of The Chancellor's Council, a member of the U. T. Austin Centennial Commission, the Development Board, and the President's Associates. He is a member of the U. T. Tyler Development Board.

12. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Texas Exes in Home Economics Centennial Lectureship in the College of Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowed Teachers and Scholars Program.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept gifts in the amount of \$19,000 and pledges in the amount of \$1,000 for a total of \$20,000 from graduates of the Department of Home Economics to establish the Texas Exes in Home Economics Centennial Lectureship in the Department of Home Economics, College of Natural Sciences, U. T. Austin.

It is further recommended that the \$19,000 in gifts and \$1,000 in pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to double the endowment of the lectureship.

#### BACKGROUND INFORMATION

The Texas Exes in Home Economics, an alumni organization of the Department of Home Economics, does fund raising to support the Department of Home Economics and sponsors annual scholarships for Department of Home Economics students.

13. U. T. Austin: Recommendation for Allocation of Additional Matching Funds Under The Regents' Endowed Teachers and Scholars Program for Previously Established Endowed Academic Positions.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to allocate matching funds totaling \$87,160.32 from The Regents' Endowed Teachers and Scholars Program for additional gifts to the endowments of the following previously established endowed academic positions.

<u>Eligible Position and Date of Establishment</u>	<u>Matching Designation</u>	<u>Total Previously Approved</u>	<u>Additional Gifts</u>
<u>College of Communication</u>			
DeWitt Carter Reddick Centennial Professorship in Journalism Education 6/10-11/82	DeWitt Carter Reddick Cen. Lec. in Communication	\$120,000.00	\$ 2,704.00
<u>College of Liberal Arts</u>			
Liz Sutherland Carpenter Distinguished Visiting Lectureship in the Humanities and Sciences 8/11-12/83	Add to Lectureship	50,000.00	14,325.14
Mildred Caldwell and Baine Perkins Kerr Centennial Professorship in English History and Culture 2/11-12/82	Mildred Caldwell and Baine Perkins Kerr Cen. Prof. in Mathematics	100,000.00	1,206.25
Lillian and Tom B. Rhodes Centennial Teaching Fellowships #1 and #2 10/13-14/83	One-half each Lillian and Tom B. Rhodes Cen. Teaching Fellowships #3 and #4	100,000.00	1,531.25
Student Endowed Centennial Lectureship 8/11-12/83	Add to Lectureship	50,000.00	4,543.49
<u>College of Natural Sciences</u>			
Morgan J. Davis Centennial Professorship in Petroleum Geology 4/7-8/82	Add to Professorship	132,647.39	20,000.00
Dr. Joe Thorne Gilbert Centennial Lectureship in Health Professions 6/16-17/83	Add to Lectureship	34,535.00	900.00

Katherine Ross Richards Centennial Lectureship in Nutrition 2/11-12/82	Katherine Ross Richards Cen. Lectureship in English	27,680.00	6,000.00
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Albert W. and Alice M. Weeks Centennial Pro- fessorship in Geological Sciences 10/13-14/83	Add to Professorship	29,213.50	2,980.19
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Lyndon B. Johnson School of Public Affairs

Stephen H. Spurr Centennial Fellowship 8/11-12/83	Add to Fellowship	30,000.00	32,970.00
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BACKGROUND INFORMATION

The additional gifts to each endowment fund have been reported in the institutional docket or small gifts report.

14. U.T. Austin: Recommendation to Redesignate Titles of Endowed Positions Approved under The Regents' Endowed Teachers and Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs in the recommendation of President Flawn that the three listed endowed professorships which were established at the February 9-10, 1984 U.T. Board of Regents' meeting be redesignated as indicated to reflect their establishment under "The Regents' Endowed Teachers and Scholars Program."

Initial Designation

Redesignation

Fred Hofheinz Professorship  
in Economics

Fred Hofheinz Regents  
Professorship in Economics

Cooper K. Ragan  
Professorship in Law

Cooper K. Ragan Regents  
Professorship in Law

Susan Menefee Ragan  
Professorship in Fine Arts

Susan Menefee Ragan Regents  
Professorship in Fine Arts

BACKGROUND INFORMATION

These endowed professorships were the first endowed academic positions established under "The Regents' Endowed Teachers and Scholars Program," formerly "The Centennial Teachers and Scholars Program." It is the intent that the word "Regents" be included in the official name of any designated professorship or chair established under this program similar to inclusion of the word "Centennial" in the name of positions established under the endowed program during the Centennial period. This redesignation corrects that oversight in the name of these positions established at the February 9-10, 1984 meeting of the U.T. Board of Regents.

15. U. T. Austin: Recommendation to Establish The Mort Baranoff Endowed Scholarship in the College of Fine Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish The Mort Baranoff Endowed Scholarship in the Department of Art, College of Fine Arts, U. T. Austin, with previously docketed gifts and accumulated income totaling \$10,776.73.

Income earned from the endowment will be used for scholarship grants to undergraduate and graduate students specializing in printmaking in the Department of Art.

BACKGROUND INFORMATION

Mr. Mort Baranoff, deceased, joined the U. T. Austin faculty as an Assistant Professor of Art in 1960 and was an Associate Professor of Art at the time of his death in 1978. His art work appeared in national and international print shows including the 1964 World's Fair in New York.

16. U. T. Austin: Recommendation to Establish the Department of Chemistry Excellence Endowment in the College of Natural Sciences.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Department of Chemistry Excellence Endowment in the Department of Chemistry, College of Natural Sciences, U. T. Austin, with Department of Chemistry discretionary funds totaling \$100,000.

Income earned from the endowment will be used to promote excellence in chemistry programs at both the undergraduate and graduate levels in a variety of ways including graduate research supplements, research equipment purchases, and faculty support for special teaching and research projects.

BACKGROUND INFORMATION

Funds for establishment of this endowment were received from a variety of sources and have been previously reported in the institutional docket.

17. U. T. Austin: Marsha L. Hamby Memorial Scholarship in the College of Engineering - Recommendation to Accept Gifts and Redesignate as the Marsha L. Hamby Endowed Presidential Scholarship in the College of Engineering.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$10,000 in gifts from various donors for addition to the Marsha L. Hamby Memorial Scholarship in the Department of Civil Engineering, College of Engineering, U. T. Austin.

It is further recommended that the Marsha L. Hamby Memorial Scholarship be redesignated the Marsha L. Hamby Endowed Presidential Scholarship.

#### BACKGROUND INFORMATION

The Marsha L. Hamby Memorial Scholarship was established at the February 9 - 10, 1984 meeting of the U. T. Board of Regents with a \$15,000 gift from Mr. and Mrs. William R. Hamby of Houston, Texas, in memory of their daughter, Marsha.

18. U. T. Austin: Estates of Wolf E. Jessen and Janet C. Jessen - Final Reports and Recommendation to Establish the Wolf E. Jessen Endowment Fund in the School of Architecture and the Wolf E. Jessen Endowment Fund in Fine Arts in the College of Fine Arts.--

#### REPORTS AND RECOMMENDATION

The Office of the Chancellor and President Flawn report receipt of the final distributions from the Estates of Wolf E. Jessen and Janet C. Jessen for the benefit of U. T. Austin. Cash distributions totaling \$196,618.26 and one-half of a real estate note valued at \$22,665.55 have been received from the Estate of Wolf E. Jessen for a total bequest of \$219,283.81. The Office of the Chancellor concurs with President Flawn's recommendation to establish the Wolf E. Jessen Endowment Fund in the School of Architecture with \$54,820.95 and the Wolf E. Jessen Endowment Fund in Fine Arts in the College of Fine Arts with \$164,462.86. The income from each endowment will be used to encourage and assist students of any age within the State of Texas in the study of architecture, dance, music, art or drama, as prescribed by the Will.

It is further reported that cash distributions totaling \$213,636.61 and one-half of a real estate note valued at \$22,665.55 have been received from the Estate of Janet C. Jessen for a total bequest of \$236,302.16 which will be used in equal shares to fund the previously established Wolf and Janet Jessen Centennial Lectureship in Architecture, The Wolf and Janet Jessen Centennial Lectureship in Art, The Wolf and Janet Jessen Centennial Lectureship in Drama, and The Wolf and Janet Jessen Centennial Lectureship in Music.

## BACKGROUND INFORMATION

The U. T. Board of Regents established the Janet C. and Wolf E. Jessen Endowed Presidential Scholarship at its February 10-11, 1983 meeting with the assets of the Wolf E. Jessen Unitrust valued at \$41,841, as prescribed by the trust agreement which terminated with the death of Janet C. Jessen on October 27, 1982. The Board also accepted the benefits under the Wills of Wolf E. and Janet C. Jessen, who bequeathed one-half of their residuary estates to U. T. Austin.

19. U. T. Austin: Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law - Recommendation to Redesignate as the Liddell, Sapp, Zivley, Brown & LaBoon Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to redesignate the Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law the Liddell, Sapp, Zivley, Brown & LaBoon Professorship in Banking, Financial, Commercial and Corporate Law in the School of Law at U. T. Austin.

## BACKGROUND INFORMATION

Funding for the Liddell, Sapp, Zivley & Brown Professorship in Banking, Financial, Commercial and Corporate Law was accepted via the Law School Foundation (an external foundation) at the April 6 - 7, 1978 U. T. Board of Regents' meeting and the professorship was formally established at the June 8 - 9, 1978 meeting. Funding was provided by Mr. Charles Sapp who is requesting this redesignation to reflect the name change of his law firm.

20. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Peter L. Reid Memorial Scholarship in the College of Business Administration.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept gifts totaling \$13,349 and pledges in the amount of \$335 for a total of \$13,684.00 from various donors to establish the Peter L. Reid Memorial Scholarship in the College of Business Administration at U. T. Austin.

Income earned from the endowment will be used to provide a scholarship annually to an upper division student enrolled full-time in the College of Business Administration.

### BACKGROUND INFORMATION

The Peter L. Reid Memorial Scholarship is being funded by friends and business associates as well as the matching gifts programs of Arthur Andersen & Co., Texas Instruments, Diamond Shamrock and Peat, Marwick, Mitchell & Co. as a perpetually endowed scholarship in his memory.

21. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the Eugene A. Ripperger Scholarship Fund in Engineering Mechanics in the College of Engineering.--

### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept \$7,380 in gifts and \$2,620 in pledges for a total of \$10,000 from various donors to establish the Eugene A. Ripperger Scholarship Fund in Engineering Mechanics in the College of Engineering at U. T. Austin.

Income earned from the endowment will be used for scholarship awards to attract and recognize outstanding graduate students for the Engineering Mechanics Program in the College of Engineering.

### BACKGROUND INFORMATION

Dr. Ripperger joined the U. T. Austin College of Engineering as an Instructor of Engineering Mechanics in 1945. He retired in 1982 as a Professor after having taught nearly every course in Engineering Mechanics during his thirty-seven years at U. T. Austin.

22. U. T. Austin: Recommendation to Establish the Robert E. Witt Faculty Excellence Fund in the College of Business Administration and the Graduate School of Business.--

### RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to establish the Robert E. Witt Faculty Excellence Fund in the Department of Marketing Administration, College of Business Administration and the Graduate School of Business, U. T. Austin, with a \$50,000 transfer from the Department of Marketing Administration's discretionary funds.

Income earned from the endowment will be used to support academic and research activities of the faculty members of the Department of Marketing Administration.

## BACKGROUND INFORMATION

Dr. Witt, former Chairman of the Department of Marketing Administration, is a Professor of Marketing Administration, the Zale Corporation Centennial Professor in Business, and the Associate Dean for Academic Affairs of the College of Business Administration and the Graduate School of Business. He joined the U. T. Austin faculty in 1968 as an Assistant Professor of Marketing Administration.

23. U. T. El Paso: Recommendation to Accept Gift and Establish the J. S. Armijo-Steinmetz Scholarship Fund in Metallurgical Engineering in the College of Engineering.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a \$10,000 cash gift from the General Electric Company of Fairfield, Connecticut, and establish the J. S. Armijo-Steinmetz Scholarship Fund in Metallurgical Engineering in the Department of Metallurgical Engineering, College of Engineering, at U. T. El Paso.

Income earned from the endowment fund will be used to provide a scholarship of approximately \$1,500, renewable every other year, to a Junior/Senior level student in the Department of Metallurgical Engineering at U. T. El Paso. The student recipient must be a citizen of the United States.

## BACKGROUND INFORMATION

Dr. J. S. Armijo of El Paso, Texas, has twenty years experience in General Electric's Nuclear Energy Business Operations having held various engineering and management positions in Boiling Water Reactor and Breeder Reactor Departments. The General Electric Company is honoring Dr. Armijo, a U. T. El Paso graduate, by presenting him with the Charles P. Steinmetz Award for Technical Achievement. This award is presented to leading General Electric engineers and scientists in recognition of their outstanding contributions to the company and society.

24. U. T. El Paso: Recommendation to Accept Bequest from the Estate of Anne Meriam Claudius to Establish the Anne and Roland W. Claudius Memorial Scholarship Fund.--

## RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a bequest of one-half interest in the Estate of Anne Meriam Claudius, to be combined with previously reported gifts in the amount of \$22,596.85, to establish the Anne and Roland W. Claudius Memorial Scholarship Fund at U. T. El Paso. Since final distributions have not yet been made, the value of U. T. El Paso's one-half interest cannot be determined at this time. It is, however, anticipated that when the

estate is settled the total amount to be received by U. T. El Paso will be approximately \$100,000. A partial distribution in the amount of \$5,500 has been received.

The First City National Bank of El Paso, El Paso, Texas, is the executor of the Estate of Anne Meriam Claudius.

#### BACKGROUND INFORMATION

President Monroe requested that the Roland W. Claudius Memorial Scholarship Fund be redesignated the Anne and Roland W. Claudius Memorial Scholarship Fund in light of Mrs. Claudius' bequest increasing the corpus of the fund. Mrs. Anne Meriam Claudius, wife of Roland W. Claudius, deceased, died in an automobile accident in July 1983. It was discovered that the Roland W. Claudius Memorial Scholarship Fund was inadvertently omitted from the U. T. Board of Regents' agenda several years ago; therefore, acceptance of the bequest and establishment of the new fund is requested.

25. U. T. El Paso: Recommendation to Establish the Diamond Jubilee Endowed Fund for Academic Resources with a Transfer of Funds from the Diamond Jubilee Endowed Fund for Academic Resources Account.--

#### RECOMMENDATION

<sup>\$20,010.88</sup>  
The Office of the Chancellor concurs with President Monroe's recommendation to establish the Diamond Jubilee Endowed Fund for Academic Resources at U. T. El Paso with a transfer of previously reported gifts, accumulated during 1983, in the amount of ~~\$32,510.88~~ from the Diamond Jubilee Endowed Fund for Academic Resources account. It is anticipated that by 1988, the 75th anniversary of U. T. El Paso, the total principal endowment of this fund will be large enough to partially fund the Presidential Endowed Scholarship Program, the Junior Scholars Program, the Honors Program, and the Student Recruitment Program, at U. T. El Paso.

*Mr. Joe Boyd*

Income earned from the endowment fund will be used for one or more of the academic resource programs at U. T. El Paso.

#### BACKGROUND INFORMATION

During a 1983 Alumni Telephone Campaign, alumni and friends of U. T. El Paso contributed \$32,510.88 for the Diamond Jubilee Endowed Fund for Academic Resources. This campaign was in celebration of U. T. El Paso's 70th anniversary as the second oldest component in the U. T. System.

26. U. T. El Paso: Recommendation to Accept Bequest and Gifts and Establish the Dexter R. Mapel, Jr. and Grace Miller Mapel Memorial Scholarship Fund in the College of Liberal Arts.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to accept a \$4,375 bequest from the Estate of Grace Miller Mapel and cash gifts in the amount of \$5,625 from the sons, daughter and other members of the Mapel family, El Paso, Texas, for a total of \$10,000, and establish the Dexter R. Mapel, Jr. and Grace Miller Mapel Memorial Scholarship Fund in the Department of Art, College of Liberal Arts, at U. T. El Paso.

Income earned from the endowment fund will be used to provide a scholarship to a Department of Art student at U. T. El Paso in accordance with the Presidential Endowed Scholarship Program.

BACKGROUND INFORMATION

The sons, daughter and other members of the Mapel family, El Paso, Texas, are establishing this scholarship in memory of Mr. Dexter R. Mapel, Jr., and Mrs. Grace Miller Mapel, former prominent El Paso citizens. Mr. and Mrs. Mapel were members of the Alumni Matrix Society at U. T. El Paso. The Mapel family members are life long residents of El Paso and have been active in insurance and banking for many years.

27. U. T. El Paso: Recommendation to Establish the Sunturians Endowed Scholarship Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation to establish the Sunturians Endowed Scholarship Fund at U. T. El Paso to be funded with a transfer of \$10,354.11 from a restricted account of U. T. El Paso.

Income earned from the endowment fund will be used for one or more academic scholarships at U. T. El Paso in accordance with the Presidential Endowed Scholarship Program.

BACKGROUND INFORMATION

The Sunturians of El Paso, Texas, a young businessmen's organization, held a fund raising concert with proceeds plus accumulated income to be used to establish this scholarship fund.

28. U. T. San Antonio: George Muller Scholarship Fund - Recommendation for Acceptance of Gift of Undivided Interests in Land in Morris County, New Jersey, from Ken Muller and Ruth C. Muller, Boerne, Texas, and Approval of Boerne Area Community Center to Act as Trustee.--

RECOMMENDATION

The Office of the Chancellor concurs with President Wagener's recommendation for acceptance of the gift of undivided interests in Lots 24-1 and 24-2, Block 6-1, and Lot 24-16, Block 6-2, Tewksbury Township, Lot 1-1, Block 139, Mount Olive Township, and Lot 8, Block 2, Chester Borough, all in Morris County, New Jersey, from Mr. Ken Muller and Mrs. Ruth C. Muller of Boerne, Texas. It is also recommended that the Boerne Area Community Center be approved to act as trustee for the management and sale of the property, as requested by the donors. The total appraised value of the interests conveyed to U. T. San Antonio is \$42,875.00.

BACKGROUND INFORMATION

Mr. Ken Muller and Mrs. Ruth C. Muller have executed Warranty Deeds conveying their undivided interests in these tracts to the following entities in the percentages indicated:

The George Muller Scholarship Fund at U. T. San Antonio	25%
Troop 9, Chester, New Jersey, Boy Scout Building Fund	25%
Boerne Area Community Center	50%

29. U. T. Tyler: Recommendation to Accept Gift to Establish the Zoe and Eugene Talbert Presidential Endowed Scholarship.--

RECOMMENDATION

The Office of the Chancellor concurs with President Hamm's recommendation to accept a \$25,000 cash gift from Mr. and Mrs. Eugene Talbert of Tyler, Texas, and establish the Zoe and Eugene Talbert Presidential Endowed Scholarship at U. T. Tyler.

Income earned from the endowment fund will be used to award annual scholarships to outstanding students at U. T. Tyler in accordance with the Presidential Endowed Scholarship Program.

BACKGROUND INFORMATION

Mr. Talbert, a former member of the Texas Legislature, practices law and operates an oil and gas business in Tyler, Texas.

30. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gift to Establish the Aradine S. Ard Professorship in Brain Science and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept a \$100,000 cash gift from Mrs. Aradine S. Ard of Dallas, Texas, to establish the Aradine S. Ard Professorship in Brain Science in the Department of Psychiatry at the U. T. Health Science Center - Dallas. The faculty member holding this position would have a primary interest in the study of Alzheimer's disease. Ms. Marsha Ard, daughter of Mrs. Aradine S. Ard, has indicated that additional contributions above the initial \$100,000 contribution may be made to the endowment in the future to upgrade this professorship to a chair.

It is further recommended that the actual income which will be earned on the \$100,000 cash gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51 of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Ard family, originally from Abilene, Texas, owned an oil and gas business. The family business was sold and the Ard family moved to Dallas, Texas. Mrs. Aradine S. Ard is in the care of her daughter, Ms. Marsha Ard, Dallas, Texas.

31. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Redesignate the Professorship in Geriatric Medicine the Seymour Eisenberg Professorship in Geriatric Medicine.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to redesignate the Professorship in Geriatric Medicine the Seymour Eisenberg Professorship in Geriatric Medicine at the U. T. Health Science Center - Dallas. This professorship is being named in honor of Dr. Seymour Eisenberg, a faculty member since 1949 and current holder of The Southland Financial Corporation Chair in Geriatrics at the U. T. Health Science Center - Dallas. The professorship currently has a principal balance of \$150,000.

BACKGROUND INFORMATION

The U. T. Board of Regents accepted a \$150,000 cash gift from an anonymous donor and established the Professorship in Geriatric Medicine at the U. T. Health Science Center - Dallas at its meeting of December 8 - 9, 1983. The professorship was to be named at a later date based on a recommendation from President Sprague.

32. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Frank H. Kidd, Jr., M.D., Professorship in Surgery - Recommendation to Accept Gift of Securities and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept a gift of 2,650 shares of Texas Industries, Inc., common stock valued at \$100,037.50, from Mr. Ralph B. Rogers and The Ralph B. Rogers Foundation, Dallas, Texas, for addition to the Frank H. Kidd, Jr., M.D., Professorship in Surgery at the U. T. Health Science Center - Dallas for a total endowment of \$200,037.50.

It is further recommended that the actual income earned on the endowment be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51 of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The U. T. Board of Regents approved at its meeting of April 15, 1977, establishment of the Frank H. Kidd, Jr., M.D., Professorship in Surgery at the U. T. Health Science Center - Dallas. A bequest of \$100,000 to the U. T. Southwestern Medical Foundation from the Estate of Willie Eunice Kidd was accepted to fund the professorship.

Ralph B. Rogers is one of the founders of Texas Industries, Inc. He is also the founder and Chief Executive Officer of the The Ralph B. Rogers Foundation.

33. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Grant and Pledge and Establish the Lectureship in the Brain Sciences and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept a \$50,000 cash grant and a \$200,000 pledge, for a total of \$250,000, from the Communities Foundation of Texas, Inc., Dallas, Texas, and establish the Lectureship in the Brain Sciences in the Department of Psychiatry at the U. T. Health Science Center - Dallas. The pledge will be paid in \$50,000 installments each December through 1987. It is the donor's wish that the lectureship be upgraded to a professorship when the principal endowment of this lectureship reaches the \$100,000 level.

It is further recommended that the actual income which will be earned on the cash grant and pledge, as received, be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51 of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Communities Foundation of Texas, Inc., Dallas, Texas, is comprised of prominent Dallas individuals. The Foundation provides grant funds to selected institutions.

34. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Accept Gifts of Securities to Establish the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to accept eight gifts of securities with a total value of \$500,118.84 from Mr. Ralph B. Rogers, Mr. Robert D. Rogers and The Ralph B. Rogers Foundation, Dallas, Texas, to establish the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases in the Department of Internal Medicine, Division of Cardiology, at the U. T. Health Science Center - Dallas.

The individual donors, securities and values are as follows:

<u>Security</u>	<u>Number of Shrs./Par Value</u>	<u>Value</u>
<u>Mr. Ralph B. Rogers</u>		
Texas Industries, Inc.	2,000-common stock	\$ 77,000.00
<u>Mr. Robert D. Rogers</u>		
Texas Industries, Inc.	1,000-common stock	35,500.00
<u>The Ralph B. Rogers Foundation</u>		
Texas Industries, Inc.	1,325-common stock	50,018.75
Texas Industries, Inc.	4,435-common stock	176,845.63
Unilever N.V.	500-common stock	41,125.00
Texas Utilities Company	1,000-common stock	26,250.00
GNMA Pool #05283	\$53,472.84 Par Value	44,181.94
GNMA Pool #13160	\$62,078.89 Par Value	49,197.52
	TOTAL	<u>\$500,118.84</u>

It is the donors' wish that when the time comes when Dr. James T. Willerson, proposed holder of the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases, is no longer a member of the faculty that, upon his request or the request of his estate, the name of this chair be changed so that from that day forward it will carry his name.

It is further recommended that the actual income earned on the endowment be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51 of the Texas Education Code, when matching funds are made available under that act.

#### BACKGROUND INFORMATION

Mr. Ralph B. Rogers is one of the founders of Texas Industries, Inc. He is also the founder and Chief Executive Officer of The Ralph B. Rogers Foundation. Mr. Robert D. Rogers, son of Mr. Ralph B. Rogers, is the President of Texas Industries, Inc. He is presently on the Board of Trustees of the U. T. Dallas Southwestern Medical Foundation.

See Item 1, Page HAC 2 for appointment to the Mary Nell and Ralph B. Rogers Chair in Cardiovascular Diseases.

35. U. T. Health Science Center - Dallas (U. T. Southwestern Medical School - Dallas): Recommendation to Establish a Nonendowed Professorship Named the Charles D. Tandy Visiting Professorship in Cardiology.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President Sprague's recommendation to establish a nonendowed professorship named the Charles D. Tandy Visiting Professorship in Cardiology at the U. T. Health Science Center - Dallas with previously reported gifts from the Anne Burnett Tandy and Charles D. Tandy Foundation of Fort Worth, Texas.

The trustees of the Anne Burnett Tandy and Charles D. Tandy Foundation have made annual contributions of \$10,000 since 1979 and plan to make future contributions in support of this professorship. Should these contributions cease, this professorship will become inactive.

#### BACKGROUND INFORMATION

The Anne Burnett Tandy and Charles D. Tandy Foundation, Fort Worth, Texas, supports community development, welfare, culture and art, higher and secondary education, and health programs. This foundation is a private family foundation no longer associated with the Tandy Corporation. Mr. Charles D. Tandy is the founder of the Tandy Corporation. His wife, Anne Burnett Tandy, is the granddaughter of Mr. Burk Burnett, a Texas oil and cattle baron.

36. U. T. Medical Branch - Galveston (U. T. Medical School - Galveston): Recommendation to Accept Gift and Transfer of Funds to Establish the Clara Tibbetts Phillips Professorship in Anesthesiology and Eligibility for Matching Funds from the Texas Eminent Scholars Program.--

RECOMMENDATION

The Office of the Chancellor concurs with President Levin's recommendation to accept a \$50,000 cash gift from Dr. Michael T. Phillips of Arlington, Texas, and a \$50,000 transfer from the Anesthesiology Department's MSRDP funds, for a total principal endowment of \$100,000, to establish the Clara Tibbetts Phillips Professorship in Anesthesiology in the Department of Anesthesiology at the U. T. Medical Branch - Galveston.

It is further recommended that the actual income which will be earned on the \$50,000 cash gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Subchapter I, Chapter 51 of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Dr. Michael T. Phillips, Arlington, Texas, is establishing this professorship in honor of his deceased wife, Dr. Claire T. Phillips, who died in 1983. Both were graduates of the U. T. Medical Branch - Galveston with medical practices in Arlington, Texas.

37. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Recommendation to Accept Bequest from the Estate of Bettie Collins to Establish the Bettie Collins and Helene Collins Sprong Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President Bulger's recommendation to accept a bequest of one-half the residuary estate of Bettie Collins to establish the Bettie Collins and Helene Collins Sprong Fund in the Department of Ophthalmology at the U. T. Health Science Center - Houston. The gross value of this estate before specific bequests or residual bequests have been made is \$375,424.26. Since final distributions have not yet been made, the value of the U. T. Health Science Center - Houston's one-half residual interest cannot be determined at this time. Partial Distributions in the amount of \$26,333.35 have been received to date. An excerpt from the Will of Bettie Collins follows:

5.

"My sister, Helen, being deceased, the remainder of my estate shall be delivered in equal shares to:

- (1) The Board of Regents of the University of Texas System, as trustees, without bond, to establish a fund to be called the BETTIE COLLINS AND HELENE COLLINS SPRONG FUND, the net income from which shall be devoted to research in the Department of Ophthalmology at The University of Texas Medical School at Houston."

Herbert W. Winkelman of Houston, Texas, is the independent executor under the terms of the Will of Bettie Collins.

BACKGROUND INFORMATION

Miss Collins, formerly of Houston, Texas, died in 1982, bequeathing one-half of her residual estate to the U. T. Health Science Center - Houston.

38. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Recommendation to Accept Gift of Securities to Establish the Hubert Hudson Educational Fund in Urology.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to accept a gift of 5,000 shares of Rustenburg Platinum ADR stock valued at \$49,375, from Mr. Hubert Hudson, Brownsville, Texas, to establish the Hubert Hudson Educational Fund in Urology in the Department of Urology at the U. T. Cancer Center. This endowment will be funded with the proceeds from the sale of the stock gift plus earnings for a total endowment of \$50,000.

Income earned from the endowment fund will be used to support the resident and fellowship programs in the Department of Urology, U. T. Cancer Center.

BACKGROUND INFORMATION

Mr. Hubert R. Hudson is Chairman of the Board of Cicero Smith Lumber Company of Brownsville, Texas. He has made a previous gift of stock valued at \$106,368.92 to the U. T. Cancer Center for the Dorothy Hudson Michalis Memorial Garden.

39. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Recommendation to Establish the PRS Patient Service Programs Fund, the PRS Cancer Research Programs Fund, the PRS Program Development Fund, the PRS Faculty Associates Program Fund, and the PRS Patient Referral and Communication Program Fund.--

RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation to establish five endowment funds for the benefit of the U. T. Cancer Center with a transfer of funds in

the amount of \$25,000,000 from the Physicians Referral Service. The endowments requested and level of funding are as follows:

<u>Endowment Fund</u>	<u>Level of Funding</u>
PRS Patient Service Programs Fund	\$ 4,000,000
PRS Cancer Research Programs Fund	5,000,000
PRS Program Development Fund	7,000,000
PRS Faculty Associates Program Fund	7,000,000
PRS Patient Referral and Communication Program Fund	<u>2,000,000</u>
TOTAL:	<u>\$25,000,000</u>

Income earned from the PRS Patient Service Programs Fund will be used to provide support to the Patient Care Coordinators program, special patient care equipment needs and other special patient care needs for which funds have not been budgeted.

Income earned from the PRS Cancer Research Programs Fund will be allocated to departments to provide start up funds for new and innovative research programs not otherwise supported. It may also be used to provide interim support for promising and productive programs where ongoing support is terminated and applications for new support are in process.

Income earned from the PRS Program Development Fund will be used to support major new programs particularly for promising investigators who are new to the institution.

Income earned from the PRS Faculty Associates Program Fund will be used for the continuation of a current program that has been very effective in the development of promising young physicians who have completed fellowship training and are being considered as permanent medical staff members after a year of independent service in providing state of the art patient care for cancer patients.

Income earned from the PRS Patient Referral and Communication Program Fund will be used for the continuing development of patient referrals from practicing physicians in the State of Texas. It will also provide funding for programs to communicate to Texas practicing physicians new treatment techniques and current information relating to the progress of treatment of patients referred to the U. T. Cancer Center by such physicians.

#### BACKGROUND INFORMATION

The Physicians Referral Service of the U. T. Cancer Center has provided funding on an annual basis from current income received for a number of programs relating to the patient care and research program. With the possible reduction of income to the Physicians Referral Service due to new federal regulations relating to the Medicare-Medicaid programs and other external factors, these permanent endowments are being established to provide continued funding for these programs.

B. REAL ESTATE MATTERS

1. U. T. Austin: Walter Prescott Webb Chair in History - Recommendation for Ratification of Ground Lease, Ratification of Termination Declaration, and Authorization to Terminate Dedication of Ingress and Egress of Certain Driveways, Relating to Northfair Shopping Center, Austin, Travis County, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation for the ratification of the Ground Lease dated January 13, 1984, between the Board of Regents of The University of Texas System, as Lessor, and Northfair Partners, Ltd., as Lessee, covering a tract of approximately 11.975 acres in Austin, Travis County, Texas, and for the ratification of the Termination Declaration dated January 13, 1984, terminating a Party Wall Agreement dated December 21, 1976, between Mr. C. B. Smith, Sr., First Party, and the Board of Regents of The University of Texas System, Second Party.

It is also recommended that authorization be given to release a certain Dedication of Ingress and Egress of Certain Driveways dated December 21, 1976.

BACKGROUND INFORMATION

At the meeting held on April 7 - 8, 1982, the U. T. Board of Regents approved the granting of an option to lease approximately 11.214 acres of land to Vestcor, Inc. Subsequently, the precise area of the tract was determined to be 11.975 acres, and Vestcor, Inc., assigned its option to Northfair Partners, Ltd. The option was exercised and the Ground Lease executed on January 13, 1984.

The Termination Declaration dated January 13, 1984, terminated a Party Wall Agreement executed when the shopping center was partially owned by the U. T. Board of Regents and partially by Mr. C. B. Smith, Sr. Title is now unified, and the old agreement is no longer necessary. For the same reason, authority is being requested to terminate the Dedication of Ingress and Egress of Certain Driveways.

2. U. T. El Paso: Frank B. Cotton Trust - Recommendation for Authorization to Exchange Land in Culberson County, Texas, for Land in Hudspeth County, Texas.--

RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation for authorization to exchange 12,502.45 acres of land in Culberson County, Texas (Frank B. Cotton Trust - The University of Texas at El Paso), for 14,378 acres in Hudspeth County, Texas, which are presently owned by Lado Compania Naviera, S.A. No mineral ownership is to be exchanged, and ingress and egress would be permitted by all parties to allow for future mineral development.

### BACKGROUND INFORMATION

The executor and trustee of the Will of Frank B. Cotton conveyed over 35,000 acres of land in Hudspeth and Culberson Counties to the U. T. Board of Regents in 1937. These lands are interspersed with lands owned by others, principally Lado Compania Naviera, S.A. The proposed exchange will consolidate the surface ownership, making the land more manageable and increasing the income potential. The appraised value of the land owned by the U. T. Board of Regents is approximately 15% higher than that owned by Lado Compania Naviera, S.A., and therefore, the University will receive an additional 1,875.55 acres in the exchange.

3. U. T. El Paso: Josephine Clardy Fox Fund - Recommendation for Lease of Real Property at 5001-5003 Alameda, El Paso, Texas, to West Texas Energy Company, El Paso, Texas.--

### RECOMMENDATION

The Office of the Chancellor concurs with President Monroe's recommendation for a lease covering the land and improvements at 5001-5003 Alameda, El Paso, Texas, to West Texas Energy Company of El Paso, Texas. The lease would provide for a two year term with a rental of \$5,400 for the first year and \$6,000 for the second.

### BACKGROUND INFORMATION

This site has a land area of approximately 15,635 square feet and is improved with a small service station building constructed in the late 1950's. The most recent tenant was Mr. Walker Parker, who leased the property for three years at annual rentals of \$4,500, \$4,800, and \$5,400, respectively. No rental increase is being recommended for the first lease year because of the poor performance experienced by this business in recent years.

4. U. T. Medical Branch - Galveston: Robertson-Poth Charitable Remainder Trust #2 - Report of Failure to Close Sale of Land in Galveston County, Texas, to Mr. and Mrs. Michael E. Schmidt and Recommendation for Sale of Land in Galveston County, Texas, to Mr. Jim Akins, Galveston, Texas.--

### REPORT AND RECOMMENDATION

The Office of the Chancellor reports that the sale of Lot 59, Section 1, Spanish Grant Subdivision, Galveston, Galveston County, Texas, to Mr. and Mrs. Michael E. Schmidt for \$12,000, with a 10% real estate commission, was not closed because requirements of the title company could not be satisfied within the time limits specified in the contract. This sale was approved at the meeting of the U. T. Board of Regents held on June 16 - 17, 1983.

The University of Texas at Arlington  
The University of Texas at Austin  
The University of Texas at Dallas  
The University of Texas at El Paso  
The University of Texas of the Permian Basin  
The University of Texas at San Antonio  
The University of Texas at Tyler



The University of Texas Health Science Center at Dallas  
The University of Texas Medical Branch at Galveston  
The University of Texas Health Science Center at Houston  
The University of Texas System Cancer Center  
The University of Texas Health Science Center at San Antonio  
The University of Texas Health Center at Tyler  
The University of Texas Institute of Texan Cultures at San Antonio

## THE UNIVERSITY OF TEXAS SYSTEM

OFFICE OF INVESTMENTS AND TRUSTS  
210 WEST SIXTH STREET, AUSTIN, TEXAS 78701  
TELEPHONE (512) 471-6251 & 471-6252

U. T. SYSTEM  
FINANCE & ADMINISTRATION

April 11, 1984

REC'D  
TO — FOR INFO AND RETURN  
TO — PLEASE ADVISE ME  
TO — PLEASE HANDLE

### MEMORANDUM

TO : Mr. Joe E. Boyd, Jr.

FROM : Tom Smith *JJS*

SUBJECT: Barbara G. Horowitz Fund - Sale of Land in San Antonio to Mr. Seth Newberger

APR 11 1984 *al*

A title search conducted in anticipation of the referenced sale has indicated that the University does not hold 100% fee title to the entire tract. We own 100% of a lot comprising about 2/3 of the land area, but only an undivided 1/2 of the remainder. So instead of approximately 9,000 square feet, our net ownership is about 7,500 square feet. At the purchase price of \$2.25 per square foot, our proceeds will be about \$16,875 rather than \$20,250.

xc: Mr. Jim Irion

The Office of the Chancellor concurs with President Levin's recommendation for the sale of Lot 59, Section 1, Spanish Grant Subdivision, Galveston, Galveston County, Texas, to Mr. Jim Akins of Galveston, Texas, for \$12,000 cash with a 10% real estate commission payable to Pomeroy Realtors, Inc.

#### BACKGROUND INFORMATION

Dr. Edgar J. Poth conveyed his undivided  $\frac{1}{2}$  interest in this lot to the U. T. Board of Regents by Deed dated September 14, 1981. The undivided  $\frac{1}{2}$  interest of Dr. Gaynelle Robertson, his wife, vested in the U. T. Board of Regents upon her death on April 5, 1980.

5. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Barbara G. Horowitz Fund - Recommendation for Sale of Land in Bexar County, Texas, to Mr. Seth Newberger, San Antonio, Texas.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation for the sale of Lot 8A out of the north part of Lots 8 and 9, Block 40, New City Block 557, San Antonio, Bexar County, Texas, to Mr. Seth Newberger of San Antonio, Texas, for \$2.25 per square foot, or approximately \$20,250.00 cash.

#### BACKGROUND INFORMATION

This tract of land is located several blocks east of the San Antonio Central Business District and has an area of approximately 9,000 square feet. Mr. Newberger intends to use it for customer and employee parking for his business which is located nearby.

6. U. T. Cancer Center (U.T. M. D. Anderson Hospital - Houston): Kenneth D. and Janet M. Muller Fund for Cancer Research and Education - Recommendation for Sale of Land in Kendall County, Texas, to Mr. and Mrs. C. L. Newsome, Boerne, Texas.--

#### RECOMMENDATION

The Office of the Chancellor concurs with President LeMaistre's recommendation for the sale of lot 4C, Mountain Spring Farms Subdivision, Kendall County, Texas, to Mr. and Mrs. C. L. Newsome of Boerne, Texas, for \$17,500, with a 10% real estate commission payable to Davis Realty. The purchasers will pay \$3,500 cash at closing and will execute a ten year, 12% note in the principal amount of \$14,000.

#### BACKGROUND INFORMATION

This lot is the last remaining lot of three which were donated to the U. T. Board of Regents by Mr. Ken Muller of Boerne, Texas, on February 28 - 29, 1980. Mr. Muller, who is actively engaged in the real estate business in the Kendall County area, has recommended that the offer of Mr. and Mrs. Newsome be accepted.

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**Executive Session  
of the Board**

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BOARD OF REGENTS  
EXECUTIVE SESSION  
Pursuant to Vernon's Texas Civil Statutes  
Article 6252-17, Sections 2(e), (f) and (g)

Date: April 13, 1984

Time: The Board will recess to Executive Session, if time permits, on Thursday afternoon and continue at 9:00 a.m. on Friday morning. If the regular agenda on Thursday does not permit sufficient time to begin the Executive Session, it will convene at 9:00 a.m. on Friday.

Place: John Peace Library Building, Room 4.02.12  
U. T. San Antonio

1. Pending and/or Contemplated Litigation - Section 2(e)

U. T. Health Center - Tyler: Consideration of Further Settlement Negotiations in the Litigation Styled "Hazel Roy et al v. The University of Texas Health Center at Tyler"

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)

a. U. T. System: Consideration of Proposed Amendment(s) to the Lease Agreement for Commercial Vineyards on West Texas Lands

b. U. T. System: Consideration of Lease or Sale of Permanent University Fund Lands in West Texas for Low-Level Radioactive Waste Disposal Site

c. U. T. Austin: Consideration of Negotiations for Gifts Related to the Establishment of Endowed Academic Positions in the Colleges of Natural Sciences and Engineering

d. U. T. Dallas: Consideration of Proposed Negotiated Sale of Property in the John Clay Survey, Dallas County, Texas, as Requested by the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas

e. U. T. Health Science Center - San Antonio: Negotiated Contract for the Acquisition/Gift of Real Property

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

U. T. System: Receipt of the Report of the Advisory Committee for the Selection of a Chancellor and Consideration of Those Recommendations

Documentation

1. Pending and/or Contemplated Litigation - Section 2(e)

U. T. Health Center - Tyler: Consideration of Further Settlement Negotiations in the Litigation Styled "Hazel Roy et al v. The University of Texas Health Center at Tyler."--

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)

a. U. T. System: Consideration of Proposed Amendment(s) to the Lease Agreement for Commercial Vineyards on West Texas Lands.--

b. U. T. System: Consideration of Proposed Sale of Permanent University Fund Lands in West Texas for Low-Level Radioactive Waste Disposal Site.--

c. U. T. Austin: Consideration of Negotiations for Gifts Related to the Establishment of Endowed Academic Positions in the Colleges of Natural Sciences and Engineering (No Publicity).--

RECOMMENDATION

The Office of the Chancellor concurs with President Flawn's recommendation to accept pledges, payable prior to August 31, 1987, of \$8,000,000 from an anonymous donor, \$3,300,000 from the Cockrell Foundation of Houston, Texas, \$700,000 from the College of Engineering Foundation at U. T. Austin, \$2,000,000 from the Sid W. Richardson Foundation of Fort Worth, Texas, \$1,000,000 from the Robert A. Welch Foundation of Houston, Texas, and \$1,000,000 from the Cullen Trust for Higher Education of Houston, Texas, for a total of \$16,000,000 to endow sixteen chairs with \$1,000,000 each in the Colleges of Natural Sciences and Engineering at U. T. Austin.

It is further recommended that the \$16,000,000 in pledges, as received, be matched under The Regents' Endowed Teachers and Scholars Program and used to fund an additional sixteen chairs with \$1,000,000 each in the Colleges of Natural Sciences and Engineering.

Each of the following eight academic areas of the Colleges of Natural Sciences and Engineering will receive four endowed chairs: mathematics, physics, chemistry, molecular biology, microelectronics, computer engineering, materials science and engineering, and manufacturing systems engineering. Specific recommendations regarding each of the thirty-two chairs will be presented as funds are received.

NO PUBLICITY

- d. U. T. Dallas: Consideration of Proposed Negotiated Sale of Property in the John Clay Survey, Dallas County, Texas, as Requested by the Special Committee on Endowment Lands in Collin and Dallas Counties, Texas.--



OFFICE OF THE PRESIDENT

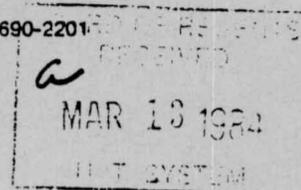
**THE UNIVERSITY OF TEXAS AT DALLAS**

P.O. BOX 688

RICHARDSON, TEXAS 75080

214 690-2201

March 13, 1984



Dr. James P. Duncan  
Executive Vice Chancellor  
for Academic Affairs  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

Dear Dr. Duncan:

For several months, as reported in various conversations, U. T. Dallas has been negotiating with three separate user companies for the sale of some of the land held in Dallas and Collin Counties. From time to time we have discussed with members of the Special Committee on Endowment Lands in Dallas and Collin Counties, Texas, the possibility of the sale of various tracts to these potential users. All three of these tracts are located in the John Clay Survey, Dallas County, and are directly north of the 9.4 acre tract sold to Dresser Industries, Inc. on October 16, 1981.

Regent Rhodes, Chairman of the Special Committee on Endowment Lands in Dallas and Collin Counties, desires to report these activities to the Board before the land negotiations are concluded. It is requested, therefore, that this item be included for discussion in the Executive Committee at the April 12-13 Board of Regents meeting.

Sincerely,

A handwritten signature in black ink that reads "Robert H. Rutford".

Robert H. Rutford  
President

RHR/vem

Copy to: Regent Tom B. Rhodes  
Mr. Arthur H. Dilly ✓

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION UNIVERSITY

e. U. T. Health Science Center - San Antonio: Negotiated Contract for the Acquisition/Gift of Real Property.--

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees.--

U. T. System: Receipt of the Report of the Advisory Committee for the Selection of a Chancellor and Consideration of Those Recommendations.--