

MATERIAL SUPPORTING THE AGENDA

Volume XXVIe

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

May 31 - June 1, 1979

July 25 - 26, 1979

The material is divided according to the standing committees and the meetings that were held and is submitted on three different colors, namely:

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

Blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents and Chancellor.

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 Secretary was furnished a copy, then that material goes into the appropriate subject file.



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date:..... July 25-26, 1979

Meeting No.:..... 763

Name: *Official Copy*

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- ①. Ask Law about running bridge up.
Notify about trans.
 - ②. Why did we not put Room No. 2 MSA

Loch Ard -

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Fourth Floor, John Peace Library, U. T. San Antonio
John Peace Boulevard
San Antonio, Texas *4.03.12*

Wednesday, July 25, 1979

2:00 p. m. Meeting of the Board of Regents

Meeting of the Buildings and
Grounds Committee

Thursday, July 26, 1979

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

To consider Bids of Permanent University Fund
Bonds, New Series 1979, \$21,000,000

Committee Meetings

System Administration Committee
Academic and Developmental Affairs
Committee
Buildings and Grounds Committee (if not
previously completed)
Health Affairs Committee
Land and Investment Committee
Committee of the Whole
Open Session
Executive Session

Meeting of the Board of Regents

Telephone Numbers

Offices:

Board of Regents	(512) 471-1265
Chancellor Walker	(512) 471-1743
President Wagener	(512) 691-4101
Lutcher Center	(512) 828-2841

Hotel:

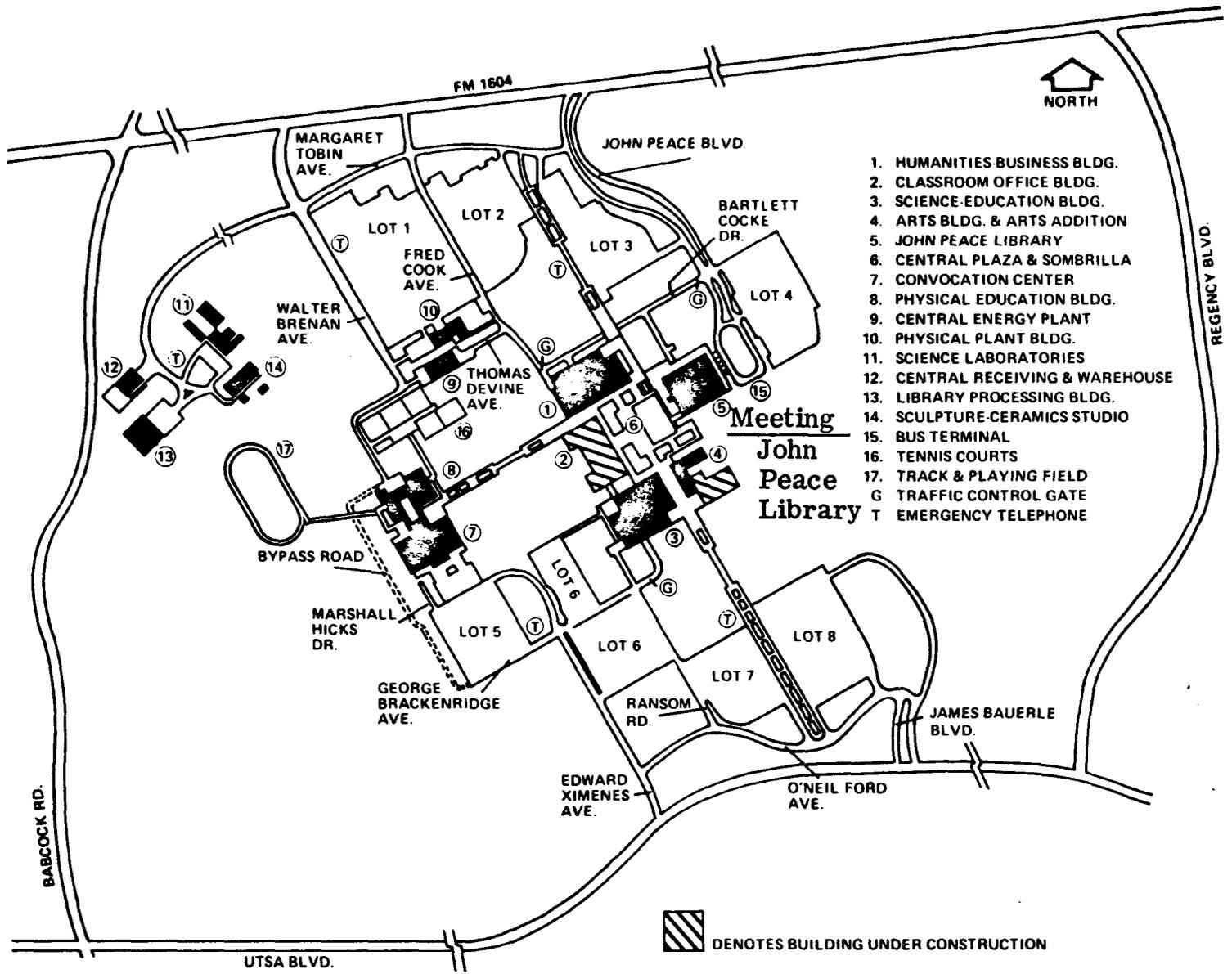
La Mansion del Norte 37 N. E. Loop 410 at McCullough	(512) 341-3535
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Airlines:

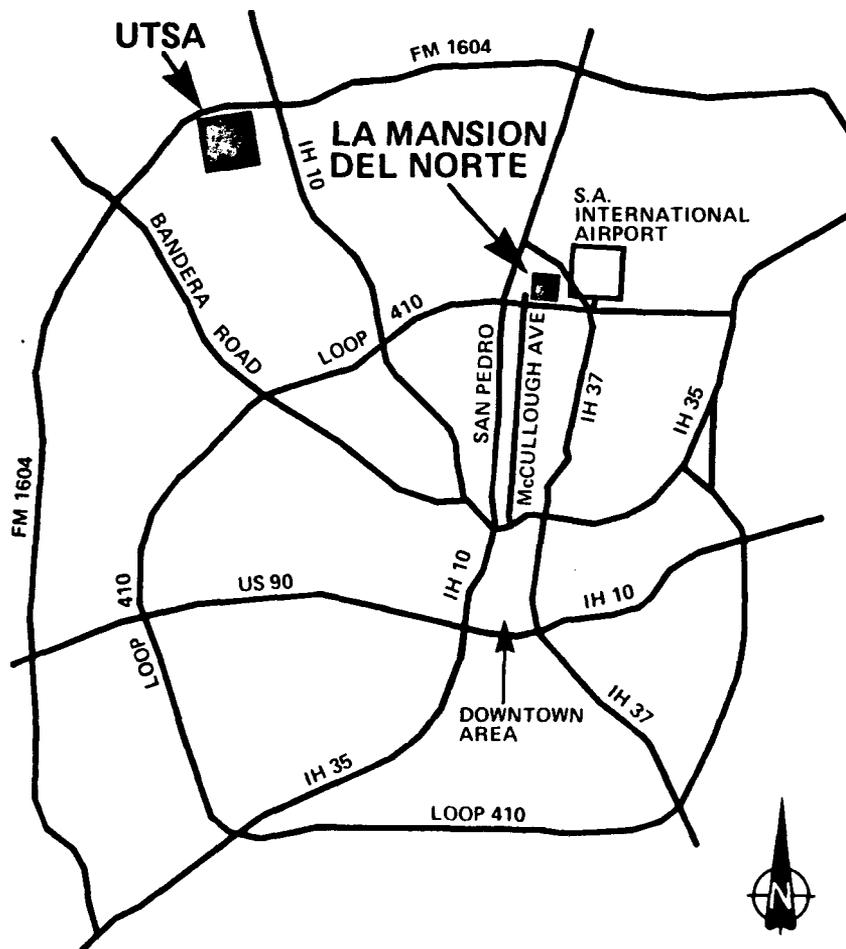
Continental	(512) 828-8381
Southwest	(512) 224-2011
Texas International	(512) 225-5805
San Antonio Transit Company	(512) 227-5371

Justillo

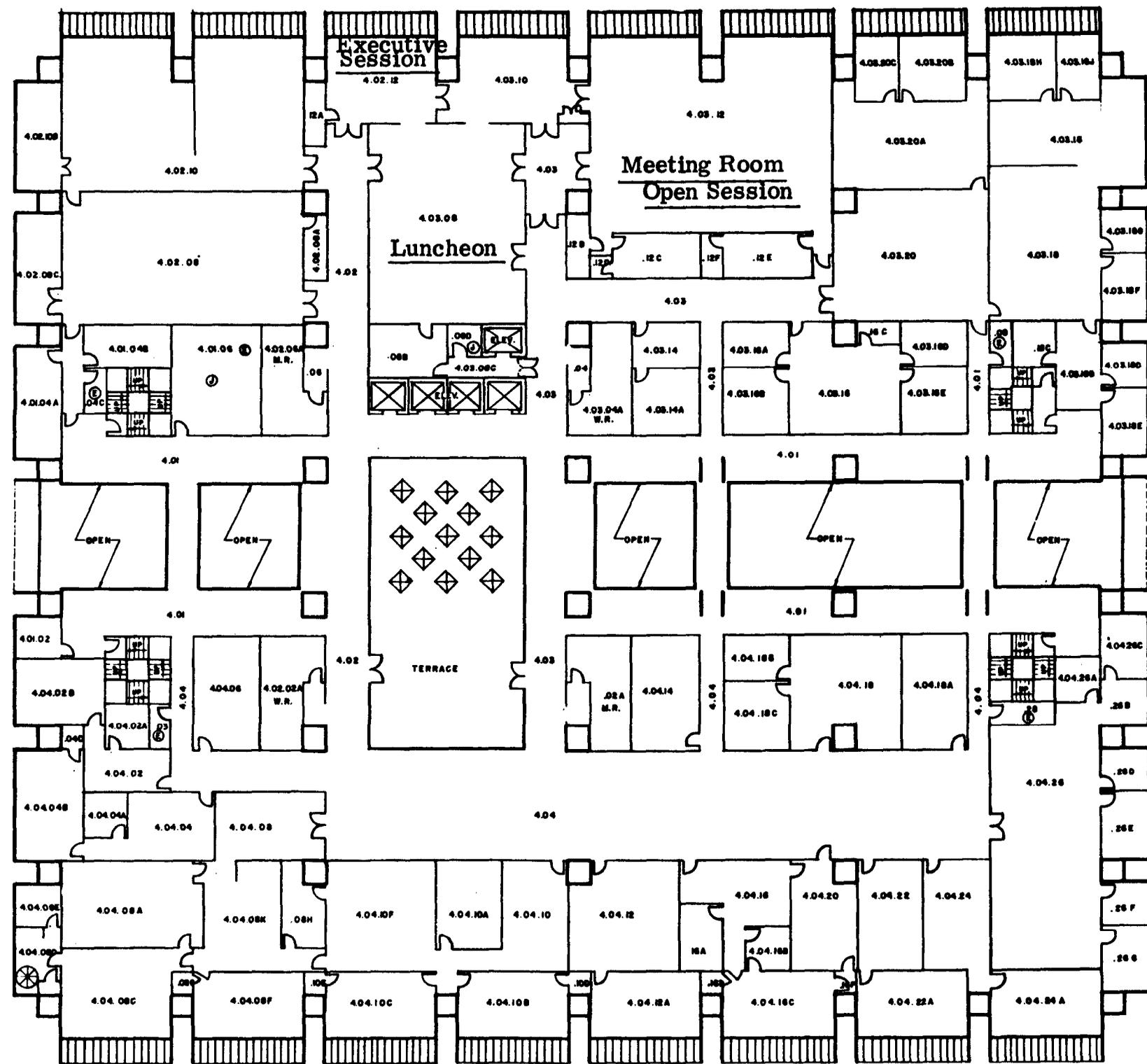
226-7651



THE UNIVERSITY OF TEXAS AT SAN ANTONIO



SAN ANTONIO AREA MAP



JOHN PEACE LIBRARY
LEVEL 4

Meeting of the Board

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

Date: July 25, 1979

Time: 2:00 p. m.

Place: Fourth Floor, John Peace Library
U. T. San Antonio

A. CALL TO ORDER

B. WELCOME AND REPORT BY PRESIDENT WAGENER

C. RECESS FOR COMMITTEE MEETING

Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the committee. Unless there are unfinished items, the Buildings and Grounds Committee will complete its meeting on Wednesday, July 25.

D. RECESS TO RECONVENE AT 9:00 A. M. ON THURSDAY,
JULY 26, 1979

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979
IN THE AMOUNT OF \$21,000,000

SALE OF THE BONDS.--As authorized, bids were called for and received until 10:30 A.M., CDT, on July 25, 1979, and then publicly opened and tabulated. A copy of the tabulation is attached.

It is recommended by the Executive Director for Investments and Trusts and the Chancellor of The University of Texas System, that the Board of Regents adopt the resolution authorizing the issuance of the bonds and the sale to Harris Trust and Savings Bank, Chicago, Illinois, at the price of par and accrued interest to date of delivery, plus a premium of \$746.50 at rates of interest shown on the tabulation. The effective interest rate is 5.4342%.

DESIGNATION OF PAYING AGENCY.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on July 25, 1979, in accordance with specifications previously furnished the qualified bidders (Texas banks with assets in excess of \$200,000,000).

It is recommended by the Executive Director for Investments and Trusts and the Chancellor of The University of Texas System, that the bid of First National Bank in Dallas to serve as paying agent for this issue be accepted. The bank will pay the Board of Regents \$3,250.00 per annum as long as the bonds are outstanding. The co-paying agents are Manufacturers Hanover Trust Company, New York, New York and The Northern Trust Company, Chicago, Illinois.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on July 25, 1979, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Executive Director for Investments and Trusts and the Chancellor of The University of Texas System, that the bid of Hart Graphics, Inc., be accepted for printing bonds with lithographed borders, as set out in the specifications, for the sum of \$2,697.00 (less \$307.00 if delivery is made in Austin, Texas), there being five interest rates.

BIDS FOR PAYING AGENCY
 \$21,000,000
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979
 Bids Received
 July 25, 1979, at 10:00 A.M., CDT

Bidder	Co-Paying Agents	Per Coupon Paid	Per Bond Paid
First National Bank in Dallas Dallas, Texas	NY: Manufacturers Hanover Trust Company Chic: The Northern Trust Company	Pay Board of Regents \$3,250.00	of Regents per annum
National Bank of Commerce Dallas, Texas	NY: Bankers Trust Company Chic: Continental Illinois National Bank & Trust Company	\$30,600 -- immediately, per year on to maturity	\$1,000 paid plus \$1,480 each January 1
Bank of the Southwest Houston, Texas	NY: Bankers Trust Company Chic: Continental Illinois National Bank & Trust Company	-0-	-0-
The Citizens National Bank of Waco Waco, Texas	NY: Chase Manhattan Bank Chic: Harris Trust & Savings Bank	Pay to the Regents \$3,120 on 1/1/80 and each year thereafter	Board of Regents
Continental National Bank of Fort Worth Fort Worth, Texas	NY: Bankers Trust Company Chic: Northern Trust Company	\$0.175	\$1.50
Mercantile National Bank of Dallas Dallas, Texas	NY: Manufacturers Hanover Trust Company Chic: Northern Trust Company	\$0.18	\$2.00
Corpus Christi National Bank Corpus Christi, Texas	NY: Citibank, N.A. Chic: First National Bank	Pay to Board of Regents \$1,000 per year	
The First National Bank of Fort Worth Fort Worth, Texas	NY: Bank of New York Chic: First National Bank of Chicago	\$0.10	\$1.00
The Austin National Bank Austin, Texas	NY: Bankers Trust Company Chic: First National Bank of Chicago	Pay to the Board of Regents 6/30/80 and after \$155 per million of bonds outstanding at the beginning of each fiscal year	
The Capital National Bank Austin, Texas	NY: Citibank, N.A. Chic: First National Bank of Chicago	Pay to the Board of Regents \$2,150.00 annually beginning 1/2/80	

BIDS FOR PAYING AGENCY
\$21,000,000
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979
Bids Received
July 25, 1979, at 10:00 A.M., CDT

Bidder	Co-Paying Agents	Per Coupon Paid	Per Bond Paid
Texas Commerce Bank Houston, Texas	NY: Bankers Trust Company Chic: Northern Trust Company	\$0.175	\$2.00
State National Bank of El Paso El Paso, Texas	NY: Citibank. N.A. Chic: First National Bank of Chicago	Pay to the Board of Regents 1/10 of 1 percent (annualized 1.2%) on funds deposited. Payable on January 1 and July 1 or the next business day.	
American Bank Austin, Texas	NY: Citibank. N.A. Chic: Harris Trust and Savings Bank	Pay to the Board of Regents \$3,000.00 per year.	
Houston National Bank Houston, Texas	NY: Bankers Trust Company Chic: Northern Trust Company	-0-	-0-
	NY: Chic:		

BIDS FOR PRINTING BONDS
\$21,000,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979

Tabulation of Bids Received
July 25, 1979 - 10:00 A.M., CDT

Bidder	One Coupon Rate	Two Coupons Rate	Three Coupons Rate	Four Coupons Rate	Five Coupons Rate	Number of Working Days
*Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	\$2,860.00	\$2,880.00	\$2,900.00	\$2,920.00	\$2,940.00	15
**Hart Graphics, Inc. 8000 Shoal Creek Blvd. Austin, Texas 78758	2,617.00	2,637.00	2,657.00	2,677.00	2,697.00	17

* Less \$60.00 if delivery is made in Austin, Texas
** Less \$307.00 if delivery is made in Austin, Texas

AGENDA FOR MEETING
of
BOARD OF REGENTS

THE UNIVERSITY OF TEXAS SYSTEM

Date: July 26, 1979

Time: 9:00 a. m.

Place: Fourth Floor, John Peace Library
U. T. San Antonio

A. ...

B. ...

C. ...

D. ...

E. RECONVENE

F. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
MAY 31 - JUNE 1, 1979

G. SPECIAL ORDER

Board of Regents: (1) Resolution Authorizing the Issuance and Sale of Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979, \$21,000,000; (2) Designation of Paying Agent and (3) Award of Contract for Printing. --

BACKGROUND INFORMATION

Pursuant to authorization by the Board of Regents at its meeting on May 31 - June 1, 1979, bids for Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979, in the amount of \$21,000,000 will be considered by the Board of Regents at 9:00 a. m. C. D. T., on Thursday, July 26, 1979, Fourth Floor, John Peace Library, U. T. San Antonio, San Antonio, Texas.

Bids have been called for the paying agent and for printing the bonds to be opened at 10:00 a. m. C. D. T., on Wednesday, July 25, 1979, at Claudia Taylor Johnson Hall, 210 West Sixth Street, Austin, Texas. Bids for the sale of these bonds will be opened at the same place, Claudia Taylor Johnson Hall, on the same day, Wednesday, July 25, 1979, at 10:30 a. m. C. D. T. The results will be presented to the Board of Regents at 9:00 a. m. on July 26, 1979.

RECOMMENDATIONS AND/OR ACTION REQUIRED

A tabulation of the bids for each of the following will be distributed at the meeting. After due consideration the following action is required:

1. Adoption of the Resolution set out on Pages B of R - 3 through B of R - 19
2. Designation of Paying Agents
3. Award of contract for printing bonds

RESOLUTION

BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979, IN THE AMOUNT OF \$21,000,000.

WHEREAS, the Board of Regents of The University of Texas System (hereinafter sometimes called the "Board") heretofore has authorized, issued and delivered that issue of Board of Regents of The University of Texas Permanent University Fund Refunding Bonds, Series 1958, dated July 1, 1958, said bonds having been authorized pursuant to the provisions of Section 18, Article VII of the Constitution of Texas, and said Refunding Bonds, Series 1958, now having matured and having been paid, canceled and discharged; and

WHEREAS, said Refunding Bonds, Series 1958, were payable from and secured by a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, in the manner and to the extent provided in the resolution authorizing said Refunding Bonds, Series 1958; and

WHEREAS, the resolution adopted on July 23, 1958, authorizing the issuance of said Refunding Bonds, Series 1958, reserved the right and power in the Board to issue, under certain conditions, Additional Parity Bonds and Notes for the purposes and to the extent provided in the Amendment to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on November 6, 1956, said Additional Parity Bonds and Notes to be on a parity with the aforesaid Refunding Bonds, Series 1958 (now retired), and equally and ratably secured by and payable from a first lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as were said Refunding Bonds, Series 1958; and

WHEREAS, the Amendments to Section 18, Article VII of the Texas Constitution, adopted by vote of the people of Texas on

November 6, 1956, and on November 8, 1966, provide that the Board is authorized to issue negotiable bonds and notes for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, in a total amount not to exceed two-thirds (2/3) of Twenty percent (20%) of the value of the Permanent University Fund exclusive of real estate at the time of any issuance thereof; and

WHEREAS, the Board heretofore has authorized, issued, sold and delivered its Permanent University Fund Bonds, Series 1960, dated July 1, 1960, Series 1961, dated July 1, 1961, Series 1962, dated July 1, 1962, Series 1963, dated July 1, 1963, Series 1964, dated July 1, 1964, Series 1965, dated July 1, 1965 and Series 1966, dated July 1, 1966, as installments or issues of such Additional Parity Bonds; and

WHEREAS, the Board has deemed it necessary and advisable that no more of said Additional Parity Bonds shall be issued because of the excessively restrictive Permanent University Fund investment covenants made in connection with all of the aforesaid Permanent University Fund Bonds heretofore issued; and

WHEREAS, the Board is required by law to keep said investment covenants in full force and effect as to all of the aforesaid Permanent University Fund Bonds heretofore issued and to affirm the first lien on and pledge accruing to said outstanding Permanent University Fund Bonds heretofore issued on the Interest of the University of Texas System in the income from the Permanent University Fund; and

WHEREAS, pursuant to a resolution adopted on June 16, 1967, the Board authorized, issued, sold and delivered an installment or issue of negotiable bonds designated as the Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967 (hereinafter sometimes called the "New Series 1967 Bonds"), in the principal amount of \$14,000,000, payable from and secured by a lien on and pledge of the Interest of The University of Texas System in the Permanent

University Fund, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the aforesaid outstanding Permanent University Fund Bonds; and

WHEREAS, in said resolution adopted on June 16, 1967, the Board set forth the terms and conditions under which additional bonds may be issued to be on a parity with the aforesaid New Series 1967 subordinate lien bonds, and the Board has issued its Permanent University Fund Bonds, New Series 1968, New Series 1969, New Series 1970, New Series 1971, New Series 1972, New Series 1973, New Series 1974, New Series 1975, New Series 1976, New Series 1977 and New Series 1978, in accordance therewith; and

WHEREAS, the Board has determined to authorize, issue, sell and deliver an additional installment or issue of such subordinate lien parity New Series Bonds in the principal amount of \$21,000,000; and

WHEREAS, the Board hereby officially finds and determines that the value of the Permanent University Fund, exclusive of real estate is in excess of \$1,114,352,368;

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

1. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

The term "Permanent University Fund," "Permanent Fund," and "Fund" used interchangeably herein shall mean the Permanent University Fund as created by Article VII, Section 11 of the Constitution, further implemented by the provisions of Title 49, Chapter 1, of the Revised Civil Statutes of Texas, 1925, as amended and supplemented.

The expression "Interest of the University" in the Permanent University Fund shall mean all of the income to such Fund from grazing leases on University lands, and all of the other income from such Fund, after making provision for the payment of the

University's proportion of the expenses of administering such Fund, excepting one-third of the income arising and accruing to The Texas A&M University from the 1,000,000 acres of land appropriated by the Constitution of 1876 and the land appropriated by the Act of 1883, as more particularly defined by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas).

The term "Resolution" as used herein and in the Bonds shall mean this resolution authorizing the Bonds.

The term "Bonds" or "New Series 1979 Bonds" shall mean the New Series 1979 Bonds authorized in this Resolution, unless the context clearly indicates otherwise.

The term "Old Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1960, dated July 1, 1960, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1961, dated July 1, 1961, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1962, dated July 1, 1962, originally issued in the amount of \$5,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1963, dated July 1, 1963, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1964, dated July 1, 1964, originally issued in the amount of \$4,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1965, dated July 1, 1965, originally issued in the amount of \$6,000,000.

Board of Regents of The University of Texas Permanent University Fund Bonds, Series 1966, dated July 1, 1966, originally issued in the amount of \$11,000,000.

The term "New Series Additional Parity Bonds and Notes" and "Additional Parity Bonds and Notes" shall mean the additional parity bonds and the additional parity notes permitted to be issued pursuant to Section 11 of the Resolution adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds.

The term "New Series Outstanding Bonds" shall mean the outstanding bonds of the following issues:

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1967, dated July 1, 1967, originally issued in the amount of \$14,000,000 pursuant to a resolution adopted on June 16, 1967.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1968, dated July 1, 1968, originally issued in the amount of \$15,000,000, pursuant to a resolution adopted on June 25, 1968.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1969, dated July 1, 1969, originally issued in the amount of \$7,000,000, pursuant to a resolution adopted on June 20, 1969.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1970, dated July 1, 1970, originally issued in the amount of \$7,500,000, pursuant to a resolution adopted on July 10, 1970.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1971, dated July 1, 1971, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 4, 1971.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1972, dated July 1, 1972, originally issued in the amount of \$9,000,000, pursuant to a resolution adopted on June 9, 1972.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1973, dated July 1, 1973, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 27, 1973.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1974, dated July 1, 1974, originally issued in the amount of \$11,000,000, pursuant to a resolution adopted on July 19, 1974.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1975, dated July 1, 1975, originally issued in the amount of \$14,000,000, pursuant to a resolution adopted on July 26, 1975.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1976, dated July 1, 1976, originally issued in the amount of \$16,000,000, pursuant to a resolution adopted on July 9, 1976.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1977, dated July 1, 1977, originally issued in the amount of \$20,000,000, pursuant to a resolution adopted on July 29, 1977.

Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1978, dated July 1, 1978, originally issued in the amount of \$21,000,000, pursuant to a resolution adopted on June 9, 1978.

The term "Board" shall mean the Board of Regents of The University of Texas System.

2. That said Board's negotiable coupon bonds, to be designated the "Board of Regents of The University of Texas System Permanent University Fund Bonds, New Series 1979," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the principal amount of \$21,000,000 for the purpose of constructing, equipping, or acquiring buildings or other permanent improvements for The University of Texas System, to the extent and in the manner provided by law.

3. That said bonds shall be dated July 1, 1979, shall be in the denomination of \$5,000 each, shall be numbered consecutively from 1 through 4,200, and shall mature serially on July 1 in each

of the years, and in the amounts, respectively, as set forth in the following schedule:

\$ 840,000	1980/1983
945,000	1984/1987
1,050,000	1988/1991
1,155,000	1992/1995
1,260,000	1996/1999

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, for the prices, and in the manner provided, in the FORM OF BOND set forth in this Resolution; and further, said bonds shall be registrable as to principal only, at the option of the owner, in the manner provided in said FORM OF BOND.

4. That the bonds scheduled to mature during the years, respectively, set forth below shall bear interest from their date, until maturity or redemption, at the following rates, per annum:

maturities 19__ through 19__, _____%,
maturities 19__ through 19__, _____%.

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

5. That said bonds and interest coupons shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

6. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, and the form of endorsement for registration as to principal, shall be, respectively, substantially as follows:

FORM OF BOND:

No. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM
PERMANENT UNIVERSITY FUND BOND
NEW SERIES 1979

ON JULY 1, 19___, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer, or if this bond be registered as to principal, then to the registered owner hereof, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____% per annum, evidenced by interest coupons payable JANUARY 1, 1980, and semiannually thereafter on each JULY 1 and JANUARY 1 while this bond is outstanding. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at _____

_____,
Texas, or, at the option of the bearer, at _____
_____, New York, New York, or

Chicago, Illinois, which places shall be the paying agents for this Series of bonds.

THIS BOND is one of a Series of negotiable coupon bonds dated JULY 1, 1979, issued in the principal amount of \$21,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, OR ACQUIRING BUILDINGS OR OTHER PERMANENT IMPROVEMENTS FOR THE UNIVERSITY OF TEXAS SYSTEM, to the extent and in the manner provided by law, in accordance with the provisions of the Amendments to Section 18, Article VII of the Texas Constitution, adopted by a vote of the people of Texas on November 6, 1956, and on November 8, 1966.

ON JULY 1, 1989, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, any outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR FROM TIME TO TIME IN PART, for the following redemption prices (expressed as percentages of the principal amount) plus unpaid accrued interest on the bonds called for redemption to the date fixed for redemption:

<u>Redemption Date</u>	<u>Redemption Price</u>
July 1, 1989, or January 1, 1990	101%
July 1, 1990, or January 1, 1991	100-3/4%
July 1, 1991, or January 1, 1992	100-1/2%
July 1, 1992, or January 1, 1993	100-1/4%
July 1, 1993, or thereafter	100%

At least thirty days before the date fixed for any such redemption the Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of par and accrued interest to the date fixed for redemption of the bonds to be redeemed, plus the required premium. If the written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds, which are to be so redeemed, thereby automatically shall be redeemed prior to maturity, and they shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the purpose of being paid by the paying agents with the funds so provided for such payment.

IT IS HEREBY certified, recited and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the issuance and delivery of this bond have been performed, existed and been done in accordance with law; and that the interest on and principal of this bond, and the Series of which it is a part, together with the other New Series Outstanding Bonds, are equally and ratably

secured by and payable from a lien on and pledge of the Interest of The University of Texas System in the income from the Permanent University Fund, as such Interest is apportioned by Section 66.03, Texas Education Code (Chapter 42 of the Acts of the Regular Session of the 42nd Legislature of the State of Texas), subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds (as such terms are defined in the Resolution authorizing this Series of bonds).

SAID BOARD has reserved the right, subject to the restrictions referred to in the Resolution authorizing this Series of bonds, to issue additional parity bonds and notes which also may be secured by and made payable from a lien on and pledge of the aforesaid Interest of The University of Texas System in the income from the Permanent University Fund, in the same manner and to the same extent as this Series of bonds.

THIS BOND, at the option of the owner hereof, is registrable as to principal only on the books of the Registrar. For such purpose the Comptroller of The University of Texas System shall be the Registrar. If registered, the fact of registration shall be noted on the back hereof and thereafter no transfer of this bond shall be valid unless made on the books of the Registrar at the instance of the registered owner and similarly noted hereon. Registration as to principal may be discharged by transfer to bearer, after which this bond again may be registered as before. The registration of this bond as to principal shall not affect or impair the negotiability of the interest coupons appertaining hereto, which shall continue to be negotiable by delivery merely. Subject to said provisions for the registration of this bond as to principal only, nothing contained herein shall affect or impair the negotiability of this bond, and this bond shall constitute a negotiable instrument within the meaning of the laws of the State of Texas.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature

of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

FORM OF REGISTRATION CERTIFICATE:

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

(SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF INTEREST COUPON:

No. _____ \$ _____

ON _____ 1, 19____,* THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon, at _____, Texas, or, at the option of the bearer, at _____, New York, New York, or at _____, Chicago, Illinois, said amount being interest due that day on the bond bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1979, DATED JULY 1, 1979. BOND NO. _____.

*(Coupons maturing after July 1, 1989, shall contain the following additional clause:

unless the bond to which this coupon appertains has been called for redemption and due provision made to redeem same,)

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

FORM OF ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL:

ENDORSEMENT FOR REGISTRATION AS TO PRINCIPAL

(NO WRITING TO BE MADE HEREON EXCEPT BY THE REGISTRAR DESIGNATED FOR THIS ISSUE OF BONDS)

It is hereby certified that, at the request of the owner of the within bond, I have this day registered it as to principal in the name of such owner, as indicated in the registration blank below, on the books kept by me for such purpose. The principal of this bond shall be payable only to the registered owner hereof named in the registration blank below, or his legal representative, and this bond shall be transferable only on the books of the Registrar and by an appropriate notation in such registration blank. If the last transfer recorded on the books of the Registrar and in the registration blank below shall be to bearer, the principal of this bond shall be payable to bearer and it shall be in all respects negotiable. In no case shall negotiability of the interest coupons appertaining hereto be affected or impaired by any registration as to principal.

<u>NAME OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF REGISTRAR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. (a) It is hereby certified and recited that the Bonds authorized in this Resolution are Additional Parity Bonds permitted to be issued under Section 11 of the resolution of the Board adopted on June 16, 1967, authorizing the issuance of the New Series 1967 Bonds, and that all conditions and requirements of said Section 11 have been or will be met prior to the delivery of the New Series 1979 Bonds herein authorized. The New Series

1979 Bonds and the New Series Outstanding Bonds are and shall be on a parity and in all respects of equal dignity.

(b) Pursuant to the provisions of the amendments to Section 18, Article VII, of the Texas Constitution, approved by vote of the people of Texas on November 6, 1956, and on November 8, 1966, the New Series 1979 Bonds, the New Series Outstanding Bonds, and any other New Series Additional Parity Bonds and Notes hereinafter issued, and the interest thereon, shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the Interest of the University in the income from the Permanent University Fund, as such Interest is defined in Section 1 of this Resolution, subject only and subordinate to the first lien on and pledge of said Interest heretofore created in connection with the Old Series Outstanding Bonds.

8. (a) The aforesaid resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds has provided that the Comptroller of Public Accounts of the State of Texas shall establish in the State Treasury a fund to be known as "Board of Regents of The University of Texas System New Series Permanent University Fund Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"). In addition to the moneys required to be transferred to the credit of the Interest and Sinking Fund in connection with the New Series Outstanding Bonds, the Comptroller of Public Accounts of the State of Texas shall, for the benefit of the New Series 1979 Bonds, transfer to the Interest and Sinking Fund, out of The University of Texas System Available University Fund (the fund in the State Treasury to which is deposited the Interest of the University), on or before November 15, 1979, and semiannually thereafter on or before May 15 and November 15 of each year while the New Series 1979 Bonds, or interest thereon, are outstanding and unpaid, the amount of interest or principal and interest which will become due on the New Series 1979 Bonds on the January 1 or July 1 next following. It is hereby recognized that the amounts necessary

for the payment of principal and interest on the Old Series Outstanding Bonds will have been transferred on or before May 1 and November 1 of each year from the aforesaid Available University Fund to the interest and sinking fund heretofore created for the benefit of the Old Series Outstanding Bonds.

(b) To the end that money will be available at the places of payment in ample time to pay the principal of and interest on the Bonds as such principal and interest respectively mature, on or before November 15, 1979, and semiannually thereafter on or before May 15 and November 15 of each year while any of the New Series 1979 Bonds, or interest thereon, are outstanding and unpaid, the Comptroller of The University of Texas System, or such officer as may hereafter be designated by the Board to perform the duties now vested in such officer, shall perform the following duties:

(1) Prepare and file with the Comptroller of Public Accounts of the State of Texas (hereinafter called the "Comptroller of Public Accounts") a voucher based on which the Comptroller of Public Accounts shall draw a warrant against the Interest and Sinking Fund in the amount of the interest or principal and interest on the New Series 1979 Bonds (when both are scheduled to accrue and mature) which will become due on the January 1 or July 1 next following.

(2) In the event New Series 1979 Bonds shall have been called for redemption on January 1 or July 1 next following of any year, prepare and file with the Comptroller of Public Accounts a voucher based on which the Comptroller of Public Accounts shall draw a warrant against funds of The University of Texas System legally available for such purpose in an amount sufficient to redeem the New Series 1979 Bonds thus called.

(c) Whenever a voucher is so filed with the Comptroller of Public Accounts, he shall make the warrant based thereon payable

to the order of the paying agent situated in the State of Texas, specified in Section 6 hereof, and shall deliver such warrant to such paying agent on or before the December 1 or June 1 next following.

(d) The paying agent situated in the State of Texas, designated in Section 6 hereof, shall, out of moneys remitted to it under the provisions of this Section 8 hereof, and not otherwise, make available at the other paying agents specified in Section 6 hereof, funds sufficient to pay such of the New Series 1979 Bonds (whether payable to the bearer or payable to the registered owner thereof) and such of the coupons as are presented for payment, and said paying agent situated in the State of Texas by accepting designation as such paying agent agrees and is obligated to perform such service.

(e) The paying agents shall totally destroy all paid New Series 1979 Bonds and coupons, and shall furnish the Board with an appropriate certificate of destruction covering the New Series 1979 Bonds and coupons thus destroyed.

(f) The Board shall make provision with the paying agents for the rendition of a statement to The University of Texas System for any sums due such paying agents for services rendered in connection with the payment of the New Series 1979 Bonds and coupons by such paying agents, and the amount of such charges shall be paid by the Board from funds available for such purpose.

9. That all of the language, terms, provisions, covenants and agreements of Section 7 through 13, both inclusive, of the resolution adopted June 16, 1967, authorizing the issuance of the New Series 1967 Bonds are hereby referred to, adopted, and made applicable to the New Series 1979 Bonds authorized by this Resolution, for all purposes.

10. That after said New Series 1979 Bonds shall have been executed, it shall be the duty of the Chairman of the Board or some officer of the Board acting under his authority, to deliver said Bonds and all necessary records and proceedings to the

Attorney General of Texas, for examination and approval by the Attorney General. After said bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of said Bonds, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be printed and endorsed on each of said Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of said Bonds.

11. That said New Series 1979 Bonds are hereby sold and shall be delivered to _____, for the principal amount thereof and accrued interest to the date of delivery, plus a premium of \$_____, subject to the approving opinions as to the legality of the New Series 1979 Bonds by the Attorney General of the State of Texas and Vinson & Elkins, Houston, Texas, market attorneys.

12. That the Board certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the New Series 1979 Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the New Series 1979 Bonds will not be used in a manner that would cause the New Series 1979 Bonds or any portion of the New Series 1979 Bonds to be an "arbitrage bond" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the Board are authorized and directed to provide certifications of facts and estimates which are material to the reasonable expectations of the Board as of the date the New Series 1979 Bonds are delivered and paid for. In particular, all or any officers of The University of Texas System are authorized to certify for the Board the facts and circumstances and reasonable expectations of the Board on the date the New Series 1979 Bonds are delivered

and paid for regarding the amount and use of the proceeds thereof. Moreover, the Board covenants that it shall make such use of the proceeds of the New Series 1979 Bonds, regulate investments of proceeds of the New Series 1979 Bonds, and take such other and further action as may be required so that the New Series 1979 Bonds shall not be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed from time to time thereunder.

13. That the Official Notice of Sale, Official Statement and Official Bid Form relating to the Bonds and submitted to this Board are hereby approved for use in connection with the solicitation of bids for and sale of the Bonds.

H. INTRODUCTIONS

I. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. System Administration Committee
Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee (if business not completed
Committee Chairman Law on Wednesday)
4. Health Affairs Committee
Committee Chairman Fly
5. Land and Investment Committee
Committee Chairman Hay
6. Committee of the Whole
Chairman Williams
 - a. Open Session
 - b. Executive Session. --The Board of Regents will retire from the meeting room to Room 4.02.12 and resolve into Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:
 - (1) Pending or Contemplated Litigation - Section 2(e)
 - (2) Land Acquisition and Negotiated Contracts - Section 2(f)
 - (a) University Lands: Mineral Transactions
 - (b) Tyler Health Center: Recommendation to Purchase Portable Building
 - (3) Personnel Matters - Section 2(g)
 - (a) U. T. Arlington: Nonrenewal of Contract of Assistant Professor
 - (b) U. T. System: Proposed 1979-80 Operating Budgets

System Administration Committee

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Sterling

Date: July 26, 1979

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Fourth Floor, John Peace Library, U. T. San Antonio

Page
SAC

U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center (Houston School of Allied Health Sciences) and San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School): Amendments to the 1978-79 Budget (10-B-79 and 11-B-79)

Below

U. T. Austin, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center (Houston School of Allied Health Sciences) and San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School): Amendments to the 1978-79 Budget (10-B-79 and 11-B-79).--

RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1978-79 Operating Budget be amended as indicated on the pages set out below:

The University of Texas at Austin, Pages SAC 2 - 3

The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School),
Page SAC - 4

The University of Texas Medical Branch at Galveston and its Galveston Medical School, Page SAC - 5

The University of Texas Health Science Center at Houston (Houston School of Allied Health Sciences),
Page SAC - 6

The University of Texas Health Science Center at San Antonio (San Antonio Medical School and San Antonio Dental School), Pages SAC 6 - 7

The source of funds will be from departmental appropriations unless otherwise specified.

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
69.	Abe E. Lemons Intercollegiate Athletics for Men Salary Rate Source of Funds: Allocation for Budget Adjustments	Head Basketball Coach \$ 36,500	Head Basketball Coach \$ 39,230 Plus supplemental earnings not to exceed \$3,600 for conducting summer athletic camps.	5-1-79
70.	Auxiliary Enterprises - The Pharmacy Transfer of Funds Amount of Transfer	From: The Pharmacy Unappropriated Balance via Estimated Income \$ 30,000	To: The Pharmacy - Other Expenses \$ 30,000	5-1-79
71.	Auxiliary Enterprises - Division of Housing and Food Service - Moore- Hill Hall Transfer of Funds Amount of Transfer	From: Division of Housing and Food Service Reserve for Major Repairs, Remodeling and Replacement and Operating Fund (Unappropriated Balance) \$1,920.83	To: Moore-Hill Hall - Other Expenses \$1,920.83	5-1-79

SAC - 2

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

SAC - 3

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
72.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men-Unappropriated Balance	To: Major Renovation and Improvement Projects: Concessions Office and Storage Facility \$45,000 Concessions Refrigeration Facility <u>45,000</u> <u>\$90,000</u>	6-1-79
	Amount of Transfer	\$90,000		
73.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men-Reserve for Synthetic Surfaces	To: Intercollegiate Athletics for Men - Other Expenses - Synthetic Surface Repair at Disch-Faulk Field \$50,000	6-1-79
	Amount of Transfer	\$50,000		
74.	Auxiliary Enterprises - Intercollegiate Athletics for Women Transfer of Funds	From: Intercollegiate Athletics for Women - Unappropriated Balance via Estimated Income	To: Intercollegiate Athletics for Women - Administrative and Professional Salaries \$ 3,223 Other Operating Expenses <u>50,350</u> <u>\$53,573</u>	6-1-79
	Amount of Transfer	\$53,573		

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u>								
67.	Donald Dirks (Non-Tenure) Radiology Clinical Associate Professor (35%T) Source of Funds: Departmental Salaries and MSRDP	\$ 41,500	\$ 2,500	\$ 44,000	\$ 46,000	\$ 23,000	\$ 69,000	6-1-79
68.	Roberto Restrepo (Non-Tenure) Radiology Clinical Associate Professor (35%T) Source of Funds: Departmental Salaries and MSRDP	\$ 41,500	\$ 2,500	\$ 44,000	\$ 46,000	\$ 23,000	\$ 69,000	6-1-79
69.	Harry L. Legan (Non-Tenure) Surgery Assistant Professor Source of Funds: Unallocated Faculty Salaries and MSRDP	\$ 26,400	\$ 12,900	\$ 39,300	\$ 30,000	\$ 15,000	\$ 45,000	6-1-79

SAC - 4

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
33.	Donald H. Parks (Non-tenure) Surgery Assistant Professor Source of Funds: Shrine Affiliation Agreement	\$ 33,700	\$ 16,850	\$ 50,550	\$ 36,150	\$ 16,850	\$ 53,000	5-1-79

1978-79 BUDGET

SAC - 5

Item No.	Explanation	Present Status		Proposed Status		Effective Dates
34.	Medical Branch Hospitals Transfer of Funds	From: Unappropriated Balance via Estimated Hospital Income		To: Surgical Operating Suite \$ 365,000 Anesthesia Service 100,000 Chronic Home Dialysis 150,000 Unit Management 200,000 OB-GYN Clinic 5,400 Surgery Clinic 2,000 Orthopedic Clinic 2,500 Ophthalmology Clinic 1,500 Dietary Service 173,600 <u>\$1,000,000</u>		6-1-79
	Amount of Transfer	\$1,000,000				
35.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income		To: Plant Funds Projects: Addition to Pharmacology Building \$2,500,000 Phase I, Physical Plant Building <u>2,500,000</u> <u>\$5,000,000</u>		6-1-79
	Amount of Transfer	\$5,000,000				

At a later date, details of construction for these two projects will be submitted via the Board of Regents Agenda, Building and Grounds Committee for appropriate action and approval.

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>Houston School of Allied Health Sciences</u>				
28.	Merron A. Hodges (Tenure) Office of the Dean Salary Rate Source of Funds: Unallocated Salaries (Dr. Hodges also serves as Professor without salary in the Department of Biomedical Communications and Instructional Administration (Allied Health Sciences) and Administrative Services (Public Health School))	Dean and Professor \$ 36,000	Dean and Professor \$ 38,000	5-1-79

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School and Dental School</u>								
34.	Donald L. Steed (Non-tenure) Surgery; Oral Surgery Associate Professor Source of Funds: MSRDP	\$ 30,000	---	\$ 30,000	\$ 30,000	\$ 3,500	\$ 33,500	5-1-79

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
	<u>San Antonio Medical School</u>							
35.	Robert C. Franks (Tenure) Pediatrics Professor Source of Funds: Unallocated Salaries	\$ 38,700	\$ 8,800	\$ 47,500	\$ 42,000	\$ 8,000	\$ 50,000	6-1-79

SAC - 7

**Academic and Developmental Affairs
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Blumberg

Date: July 26, 1979

Time: Following the Meeting of the System Administration Committee

Place: Fourth Floor, John Peace Library, U. T. San Antonio

	<u>Page</u> <u>A&D</u>
1. U. T. System: <u>Docket of the Chancellor of the System</u>	2
2. U. T. Arlington: Proposed \$25.00 Admissions/ Evaluation Fee to be Assessed for All International Prospective Student Applications (Catalog Change)	2
3. U. T. Arlington: Proposal to Establish Require- ment for International Students to Maintain Hospitalization Insurance (Catalog Change)	2
4. U. T. Austin: Request to Establish the Ben Gardner Sewell Professorship in Civil Trial Advocacy to be Supported by Gift and Commitment to the Law School Foundation	3
5. U. T. Austin: Proposed Appointment of Co-holders to James R. Dougherty Chair for Faculty Excellence, School of Law, for Period September 1, 1979 to May 31, 1980	3
6. U. T. Austin: Request to Establish the William B. Bates Chair for the Administration of Justice in School of Law to be Supported by Funds Provided by Law School Foundation	4

1. U. T. System: Docket No. 5 of the Chancellor of the System. --

Recommendation

It is recommended that Docket No. 5 of the Chancellor of the System 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 the same.

2. U. T. Arlington: Proposed \$25.00 Admissions/Evaluation Fee to be Assessed for All International Prospective Student Applications (Catalog Change). --

Recommendation

President Nedderman and Chancellor Walker recommend that a \$25.00 Admissions/Evaluation Fee to be effective starting with the Spring Semester 1980 be authorized and assessed for all international students seeking admission to The University of Texas at Arlington.

Background Information

Admissions applications for international students require a rather extensive and specialized review because the grading policies and transcript formats differ widely from those utilized by United States colleges and universities and take considerably longer periods of time for evaluation.

Secretary's Note: If this recommendation is approved, the next appropriate catalog published will be amended to reflect this change.

3. U. T. Arlington: Proposal to Establish Requirement for International Students to Maintain Hospitalization Insurance (Catalog Change). --

Recommendation

President Nedderman and Chancellor Walker recommend that effective with the Fall Semester 1979:

- a. Approval be given to require international students to maintain hospitalization insurance while enrolled at The University of Texas at Arlington
- b. Authorization be given to U. T. Arlington to assess the premium enumerated for the U. T. Arlington Student insurance plan where there is no evidence of insurance enrollment by international students
- c. This change be incorporated in the appropriate catalog

Background Information

International students on non-immigrant visas are not eligible to receive free hospitalization. Several international students without hospitalization insurance have had extensive hospital stays during 1978-79 with no way to pay for the expense. These students can purchase the student hospitalization insurance or may show evidence of other insurance at registration.

4. U. T. Austin: Request to Establish the Ben Gardner Sewell Professorship in Civil Trial Advocacy to be Supported by Gift and Commitment to the Law School Foundation. --

Recommendation

President Rogers and Chancellor Walker recommend approval to establish the Ben Gardner Sewell Professorship in Civil Trial Advocacy. The Professorship will be supported with a gift of \$20,000 in cash and a pledge of \$80,000 from Sewell, Junell and Riggs, Houston, Texas. The pledge will be paid in four annual equal installments beginning on or before July 1, 1980. Appointments to the Professorship may be made after it is fully endowed. A provision is included that 10 percent of the net income will be returned to corpus annually as a hedge against inflation. The remaining income may be used for salary supplementation as well as research, research assistants and expenses incidental to establishing and maintaining clinical programs for instruction in civil trial work. The gift provides that Ben G. Sewell be further recognized by naming a room or office in the new Law Library in his honor.

Background Information

Appointments to the Ben Gardner Sewell Professorship in Civil Trial Advocacy shall be based on a recommendation of the Dean of the Law School after appropriate consultation as stipulated in the gift documentation based on general excellence and capacity of the nominee for inspiring the student body with a spirit of zeal and enthusiasm in the maintenance of high principles in the legal profession. The professorship shall not be awarded for life or for tenure, but shall have reviews to be sure the basic purposes of the grant are continually met.

All named and endowed positions are to be in accordance with the Regents' Rules and Regulations.

5. U. T. Austin: Proposed Appointment of Co-holders to James R. Dougherty Chair for Faculty Excellence, School of Law, for Period September 1, 1979 to May 31, 1980. --

Recommendation

President Rogers and Chancellor Walker recommend that approval be given to appoint Professors James Treece and Mark Yudof as co-holders of the James R. Dougherty Chair for Faculty Excellence in the School of Law for the period September 1, 1979 to May 31, 1980. Neither professor will receive any remuneration from the Chair during the period of appointment. Professor Yudof, however, will concurrently hold an appointment to the John S. Redditt Professorship in State and Local Government.

Background Information

The James R. Dougherty Chair for Faculty Excellence was established in 1975 to give recognition to Law School faculty who have demonstrated excellence in classroom teaching. Appointments to the Chair are on an annual basis and the practice of appointing co-holders is permissible under the terms of the endowment. Both Professor Treece and Professor Yudof have outstanding credentials as teachers and fulfill the criteria established for appointment to the Chair. These appointments have been recommended by Dean Ernest Smith and have been endorsed by the Board of Trustees of the Law School Foundation.

6. U. T. Austin: Request to Establish the William B. Bates Chair for the Administration of Justice in School of Law to be Supported by Funds Provided by Law School Foundation. --

Recommendation

President Rogers and Chancellor Walker recommend the establishment of the William B. Bates Chair for the Administration of Justice in the School of Law to be supported by the bequest of \$400,000 under terms of the Will of Benjamin Clayton and a gift of \$100,000 from the Hinshaw's Department Stores, Inc., Los Angeles, California, to the Law School Foundation with a total funding of \$500,000. The funds for the Chair will be held in the Law School Foundation because it was specifically decreed in the Will of Mr. Clayton. The \$100,000 from the Hinshaw's Department Stores, Inc., was initially given to U.T. Austin for the expressed purpose of completing the \$500,000 requirement for the William B. Bates Chair. Permission has been requested from Hinshaw's Department Stores, Inc., to transfer that \$100,000 gift to the Law School Foundation so that the endowment for the Chair will be in a single account.

Background Information

Mr. Clayton requested in his Will that the following be used as a guideline for selection of a candidate for the Chair:

"In the endowment of this Chair, I am assuming that the person named from time to time to occupy the Chair will have a broad general knowledge of the law, both criminal and civil, and will have an outstanding reputation for his knowledge, and for his capacity as a teacher in the subject for which he is employed to teach. It is hoped that any person selected to occupy the Chair will have a great concern for the improvement of the administration of justice and will arouse a concern on the part of his students for an improvement in the administration of justice. The lawyers, of all persons, should be the first to be concerned with the administration of justice and are the group to which citizens generally have a right to look for its improvement."

Benjamin Clayton, one of the original founders of Anderson, Clayton & Company, was very active in various philanthropic activities as well as the business world for over half a century. Mr. Clayton made this bequest out of admiration and respect for William B. Bates who served as his personal attorney from 1923 until his death prior to 1970. Mr. Bates was a very successful attorney who also served as attorney for W. L. Clayton and Monroe D. Anderson, principal partners with Benjamin Clayton in Anderson, Clayton & Company when it was a partnership. Mr. Benjamin Clayton was a founder of Hinshaw's Department Stores, Inc.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

ADDITIONAL ITEM

July 25-26, 1979

	<u>Page</u> <u>A & D</u>
7. U. T. Austin: Proposed Admission Fee for Public Entry to Texas Memorial Museum	Below

Documentation

7. U. T. Austin: Proposed Admission Fee for Public Entry to the Texas Memorial Museum. --

RECOMMENDATION

President Rogers and Chancellor Walker recommend approval of the following admission fees for public entry to the Texas Memorial Museum to be effective August 1, 1979:

Adults	\$1.00
Elementary and Secondary age children50
Kindergarten and Pre- schoolers25
Parents with their own children - maximum	2.50
School groups25 per child .50 per adult

The University of Texas at Austin faculty and students will be admitted free upon presentation of identification by virtue of University support of the facility and the payment of building use fees.

One regular day (e.g. first Thursday) of each month will be gratis admission to the public.

BACKGROUND INFORMATION

Governor Clements vetoed all state funding for the Texas Memorial Museum. Funds have been reallocated to the extent possible to take care of the Museum's needs, but such funds are still not sufficient to take care of operational costs. The fees recommended will provide the needed additional funds for the operation of the Museum.

OFFICE OF THE CHANCELLOR

AGENDA ITEM FOR BOARD OF REGENTS' MEETING

Date of Meeting: July 25-26, 1979

To Be Considered By: _____ Committee

System Components Concerned : U. T. Austin

Subject: Proposed Increases in Student Services Fee for 1979-80

Recommendation: (The recommendation should be followed by a description of appropriate background information and reference to any applicable previous Minute Order.)

RECOMMENDATION

President Rogers and Chancellor Walker recommend approval for an increase in the Student Services Fee from \$2.40 per semester credit hour to \$4.94 per semester credit hour. This fee will increase from \$28.80 to \$59.28 for full-time students per semester or summer term. Since \$19.00 in medical services fees were charged under other legislative authorizations for 1978-79, this new fee represents a net increase of only \$11.48 for 1979-80.

BACKGROUND INFORMATION

The 66th Legislature through H.B. 1389 repealed the statute that authorized collection of a \$15.00 Medical Services Fee from each student. Additionally, it is the opinion of the Office of General Counsel that collection of the required Hospital Fee for U. T. Austin under Section 67.21(b), Texas Education Code is called into question by this same legislative action. House Bill 1389 does, however, authorize the inclusion of a fee for "...health and hospital services, medical services..." as a part of the Student Services Fee, with the fee to be charged on a credit hour basis rather than on a per student basis. Thus the combined fee for medical services paid from the Student Services Fee will be \$2.13 per semester credit hour or \$25.56 per full-time student per semester.

The recommended rate for the Student Services Fee (excluding that part of the fee for medical and hospital services) has been endorsed by the Student Services Fee Committee.

Activities to be supported by the required Student Services Fee are the Students' Attorney, Student Health Center, Recreational Sports, Shuttle Bus Service, The Daily Texan, Student Activities Office, Senior Cabinet and Ombudsman.

Original + 1 xc to Secretary to the Board of Regents

xcs: Chancellor
Mr. Hardesty
Mr. Fitzpatrick
Dr. Smerdon
Mr. Anderson
Mr. Boyd

Supporting Documentation Attached

Date: July 24, 1979

JPD:llam

7. U. T. Austin: Proposed Amendment to Current Student Services Fees (Required) (Catalog Change).--

Recommendation

In April 1978, the following schedule of Student Services Fees (Required) - Schedule "A" - was adopted effective September 1978; and President Rogers and Chancellor Walker recommend that this schedule be amended as set out in Schedule "B", which reflects only an increase in section (a):

SCHEDULE "A"

a. Student Services Fee (Required).--

The Student Services Fee (Required) at The University of Texas at Austin was set at \$2.40 per semester credit hour with a maximum of \$28.80 per full time student per semester or summer session.*

The Student Services Fee (Required) will support the following activities:

- (1) Students' Attorney
- (2) The Daily Texan
- (3) Recreational Sports
- (4) Health Center Supplement
- (5) Shuttle Bus
- (6) Students' Association
- (7) Senior Cabinet

Specific budgetary allocations will be submitted with the regular budget for Regental approval.

SCHEDULE "B"

a. Student Services Fee (Required).--

The Student Services Fee (Required) at The University of Texas at Austin was set at \$4.94 per semester credit hour with a maximum of \$59.28 per full time student per semester or summer term (this includes the medical fee of \$2.13 per semester credit hour for medical services).*

The Student Services Fee (Required) will support the following activities:

- (1) Students' Attorney
- (2) Student Health Center (formerly Health Center Supplement)
- (3) Recreational Sports
- (4) Shuttle Bus Service
- (5) The Daily Texan
- (6) Student Activities Office (formerly part of Student Government)
- (7) Senior Cabinet
- (8) Ombudsman Supplement

Specific budgetary allocations will be submitted with the regular budget for Regental approval.

* The 66th Legislature through H.B. 1389 repealed the statute that authorized collection of a \$15.00 Medical Services Fee from each student. Additionally, it is the opinion of the Office of General Counsel that collection of the required Hospital Fee for U. T. Austin under Section 67.21(b), Texas Education Code is called into question by this same legislative action. House Bill 1389 does, however, authorize the inclusion of a fee for "...health and hospital services, medical services" as a part of the Student Services Fee, with the fee to be charged on a credit hour basis rather than on a per student basis. Thus the combined fee for medical services paid from the Student Services Fee will be \$2.13 per semester credit hour or \$25.56 per full time student per semester.

SCHEDULE "A" - continued

SCHEDULE "B" - continued

b. Other Student Fees (Required).

	Summer Session			Long- Session Semester
	6 weeks			
	or less	9 weeks	12 weeks	
(1) Hospital Fee	\$2.00	\$ 3.00	\$ 4.00	\$ 4.00
(2) Medical Services Fee	7.50	11.25	15.00	15.00
(3) Texas Union Fee	3.50	7.00	7.00	7.00
(4) Special Student Union Fee	1.50	3.00	3.00	3.00

b. Other Student Fees (Required).

	Summer Session			Long- Session Semester
	6 weeks			
	or less	9 weeks	12 weeks	
(1) Hospital Fee	(Included in Student Services Fee)			
(2) Medical Services Fee	(Included in Student Services Fee)			
(3) Texas Union Fee*	\$5.00	\$10.00	\$10.00	\$10.00

*The \$10.00 Texas Union Fee includes the \$7.00 fee authorized in April 1978 plus \$3.00 special fee under bond resolution.

Secretary's Note: If this recommendation is approved, the next appropriate catalog published will be amended to reflect these amendments.

Buildings & Grounds Committee

OFFICE OF FACILITIES PLANNING AND CONSTRUCTION
INTER-OFFICE MEMORANDUM

DATE 7-18-79

TO: MISS TNEPADD
FROM: CONRAD KROLL
SUBJECT: A/E VISITORS INVITED BY OFFICE TO ATTEND
JULY 25-26, 1979 BOARD MEETING

MR. AL MIKUSEK OF MIKUSEK - MARSEE & ASSOCIATES
ARLINGTON, TEXAS

FINAL PLANS - PEDESTRIAN BRIDGE
Mr. Agree Carlisle ^{AT ARLINGTON} - ~~Studied~~ - For Approval
at IHS
COPIES TO MR. WINDOMERSON & MR. BOYD

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Law

Date: July 25, 1979 - If there are unfinished items, the Committee will reconvene on July 26, 1979, following the meeting of the Academic and Developmental Affairs Committee

Time: 2:00 p. m.

Place: Fourth Floor, John Peace Library
U. T. San Antonio

Page
B & G

U. T. ARLINGTON

1. Carlisle Hall - Exterior Masonry Repair; Request for Repairs, Completion of Project and Appropriation Therefor *26 2 on Const. Fund,* 4
2. Pedestrian Bridge: Proposed Final Plans; Request to Advertise for Bids Subject to Coordinating Board Approval and for U. T. Arlington Administration to Award Construction Contract; and Request for Additional Appropriation *Ad val* 4
3. Renovation of Science Building: Request for (a) Project, (b) Appointment of Project Architect to Prepare Preliminary Plans, and (c) Appropriation Therefor *Reg. 9* 5

U. T. AUSTIN

4. Animal Resources Center - Completion of Project - Humidity Control Improvements: Proposed Final Plans; Request to Advertise for Bids, Award Contract, and Approve Funding Therefor *P. U. F. A. eye* 5
5. School of Communication - Improvements to Communications Building A: Request for Improvements, Completion of Project and Appropriation *A U Z* 6
6. Experimental Science Building - Improvements to Fifth Floor for Department of Microbiology: Request for Improvements, Completion of Project and Appropriation *"* 6
7. School of Social Work - Building Improvements: Request for Improvements, Completion of Project and Appropriation *"* 7

- 8. ~~Remodeling of Texas Union West: Report of Hearing Officer on Claim of Anken Construction Company, Inc., Austin, Texas~~ 7

U. T. DALLAS

- 9. Student Union Building (Initial Phase): Proposed Inscription for Plaque 8

U. T. EL PASO

- 10. Expansion of Union Facilities: Proposed Final Plans and Request to Advertise Bids *no bid 2/25 of 1961* 8

U. T. SAN ANTONIO

- 11. Classroom and Office Building and Addition to Arts Building (Phase II Buildings): Request to Complete Project, to Submit to Coordinating Board and to Advertise for Bids *no apprs.* 9

- 12. Additional Surface Parking: Report of Award of Contract to KAS Construction Co., Richardson, Texas *See West File* 9

GALVESTON MEDICAL BRANCH

- 13. Galveston Medical School - Remodeling and Addition to Department of Pharmacology Building: Request for (a) Project and Authorization to Submit to Coordinating Board, (b) Appointment of Project Architect to Prepare Preliminary Plans and (c) Appropriation Therefor *2 Harp.* 10

- 14. Galveston Hospitals - Renovation and Addition to Graves Hospital: Proposed Final Plans and Request to Advertise for Bids *Plf G. M. C. Hospital*

- 15. Galveston Hospitals - Texas Department of Corrections Hospital: Request for Appointment of Committee to Award Construction Contract for Hospital Building *Leg. 5 11.17* 11

- 16. New Physical Plant Building, Phase I: Request for (a) Project and Authorization to Submit to Coordinating Board, (b) Appointment of Project Architect to Prepare Preliminary Plans, and (c) Appropriation Therefor *Mr. James Harp.* 11

HOUSTON HEALTH SCIENCE CENTER

17. Student/Faculty Apartment Project: Report of Preliminary Studies; Request for Project, for Approval of Site, for Authorization to Submit Project to Coordinating Board, for Appointment of Project Architect to Prepare Final Plans, and for Appropriation Therefor *ad. 475M to place a sale of bonds* 12
SAN ANTONIO HEALTH SCIENCE CENTER

18. Building Expansion - Library Building: Request for (a) Project, (b) Appointment of Project Architect to Prepare Plans, and (c) Approval of Funding of Total Project Cost 13
Req. approp.
TYLER HEALTH CENTER

19. Chapel Addition: Proposed Final Plans and Request to Advertise for Bids *list funds on hand* 14

20. Fire Protection Water Supply and Distribution System: Proposed Final Plans and Request to Advertise for Bids Subject to Coordinating Board Approval *see. j. - long.* 14

U. T. EL PASO

21. Renovation of Miner's Hall: Request for (a) Project; (b) Appointment of Project Architect to Prepare Preliminary Plans; and (c) Appropriation of Project Funding *Req. approp* 15

U. T. AUSTIN

22. Brackenridge-Deep Eddy Housing Units: Discussion and Recommendation 15
~~Book~~

1. U. T. ARLINGTON: CARLISLE HALL - EXTERIOR MASONRY REPAIR - REQUEST FOR AUTHORIZATION FOR REPAIRS, COMPLETION OF THE PROJECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board:

- a. Authorize repairs to exterior masonry on Carlisle Hall at U. T. Arlington, at an estimated total project cost of \$95,000
- b. Authorize preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Arlington Administration and the Physical Plant Department with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$95,000 from Unexpended Unappropriated Plant Funds for the total cost of this work

BACKGROUND INFORMATION

Carlisle Hall, an eight story faculty office building at U. T. Arlington was completed and occupied in April 1969. In late 1978 it was discovered that deterioration of the exterior concrete masonry had occurred. A study prepared by a structural engineering consultant concluded that the crumbling and spalling of the concrete masonry sections around most of the window heads has been caused by penetration of excessive moisture into the concrete. Restoration can be accomplished by installation of new material and an epoxy coating, at an estimated cost of \$95,000. This repair work can be accomplished through the Physical Plant Department and contract services.

2. U. T. ARLINGTON: PEDESTRIAN BRIDGE (PROJECT NO. 301-426) - REQUEST FOR APPROVAL OF FINAL PLANS, AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS SUBJECT TO APPROVAL BY THE COORDINATING BOARD; REQUEST FOR AUTHORIZATION FOR U. T. ARLINGTON ADMINISTRATION TO AWARD CONSTRUCTION CONTRACT AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Pedestrian Bridge over Mitchell Street at an estimated total project cost of \$220,000
- b. Subject to approval of the project by the Coordinating Board, authorize U. T. Arlington Administration to award the construction contract for the Pedestrian Bridge within appropriated funds
- c. Appropriate \$208,000 from ad valorem tax proceeds to provide for the estimated total project cost

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on May 31, 1979, final plans and specifications for the construction of a Pedestrian Bridge over Mitchell Street at The University of Texas at Arlington have been completed by the Project Architect, Mikusek - Marsee & Associates, Arlington, Texas. This project was submitted to the Coordinating Board for consideration at its July 19 - 20, 1979 meeting. The bridge will provide a safe connection between the main campus and major parking facilities to the South of the campus.

The award of the Pedestrian Bridge construction contract by the U. T. Arlington Administration within appropriated funding will expedite completion of the project.

**BUILDINGS AND GROUNDS COMMITTEE
SUPPLEMENTAL INFORMATION
July 25-26, 1979**

	<u>Page</u>
U. T. ARLINGTON	
3. Renovation of Science Building: Recommended Architectural Firms	Below
GALVESTON MEDICAL BRANCH	
16. New Physical Plant Building, Phase I: Recommended Architectural Firms	Below
SAN ANTONIO HEALTH SCIENCE CENTER	
18. Building Expansion - Library Building: Recommended Architectural Firms	2
U. T. EL PASO	
21. Renovation of Miner's Hall: Recommended Architectural Firms	2

Documentation

U. T. ARLINGTON

3. Renovation of Science Building: Recommended Architectural Firms. --

ALBERT S. KOMATSU & ASSOCIATES

FORT WORTH, TEXAS

HARPER, KEMP, CLUTTS & PARKER

DALLAS, TEXAS

FISHER & SPILLMAN ARCHITECTS, INC.

DALLAS, TEXAS

ROBERT S. ALLAN, ARCHITECT/ENGINEER

DALLAS, TEXAS

GRAEBER, SIMMONS & COWAN

AUSTIN, TEXAS

THE ELTING-HAVARD-RECER PARTNERSHIP

FORT WORTH, TEXAS

CORGAN ASSOCIATES, INC.

DALLAS, TEXAS

GALVESTON MEDICAL BRANCH

16. New Physical Plant Building, Phase I: Recommended Architectural Firms. --

LOUIS LLOYD OLIVER & TIBOR BEERMAN

GALVESTON, TEXAS

WHITE BUDD VANNESS PARTNERSHIP

HOUSTON/BEAUMONT, TEXAS

GEORGE L. INGRAM & ASSOCIATES

BEAUMONT, TEXAS

RAPP-FASH-SUNDIN, INC.

HOUSTON/GALVESTON, TEXAS

CRAIN/ANDERSON, INC.

HOUSTON, TEXAS

SAN ANTONIO HEALTH SCIENCE CENTER

18. Building Expansion - Library Building: Recommended Architectural Firms. --

**ASSOCIATED FIRMS OF
PHELPS & SIMMONS & GARZA
AND BARTLETT COCKE & ASSOCIATES, INC.**

SAN ANTONIO, TEXAS

MARMON & MOK ASSOCIATES

SAN ANTONIO, TEXAS

FORD, POWELL & CARSON

SAN ANTONIO, TEXAS

GOLEMON & ROLFE ARCHITECTS

HOUSTON, TEXAS

WHITE BUDD VANNESS PARTNERSHIP

HOUSTON/BEAUMONT, TEXAS

BENHAM - BLAIR & AFFILIATES, INC.

SAN ANTONIO, TEXAS

U. T. EL PASO

21. Renovation of Miner's Hall: Recommended Architectural Firms. --

FOSTER, HENRY, HENRY & THORPE

EL PASO, TEXAS

KUYKENDALL, MCCOMBS & ASSOCIATES

EL PASO, TEXAS

GARLAND & HILLES

EL PASO, TEXAS

FOUTS LANGFORD GOMEZ MOORE, INC.

EL PASO, TEXAS

CARROLL, DUSAND, RAND

EL PASO, TEXAS

3. U. T. ARLINGTON: RENOVATION OF SCIENCE BUILDING - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Nedderman and Chancellor Walker recommend that the Board:

- a. Authorize the Renovation of the Science Building at an estimated total project cost of \$3,377,484
- b. Appoint a Project Architect from a list to be submitted with authorization to prepare preliminary plans and a cost estimate which will be presented to the Board for consideration at a future meeting
- c. Appropriate \$3,377,484 from Legislative Appropriations for the total project cost

BACKGROUND INFORMATION

Funds in the amount of \$3,377,484 have been appropriated by the 66th Legislature for Renovation of the Science Building on The University of Texas at Arlington campus. These facilities which contain the Chemistry and Physics Departments cannot meet current safety codes or design standards for scientific instruction and research activity; the mechanical systems are obsolete and general renovation of the building is required. So that construction may begin at the earliest possible date, project authorization and the appointment of a project architect are requested.

4. U. T. AUSTIN: ANIMAL RESOURCES CENTER - COMPLETION OF PROJECT (PROJECT NO. 102-423) - HUMIDITY CONTROL IMPROVEMENTS - REQUEST FOR APPROVAL OF FINAL PLANS, AUTHORIZATION TO ADVERTISE FOR BIDS, AWARD OF CONTRACT AND FUNDING THEREFOR

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for humidity control improvements which will complete the U. T. Austin Animal Resources Center at an estimated total cost of \$225,000 including equipment, fees and miscellaneous expenses
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids and authorize U. T. Austin Administration to make the contract award
- c. Approve funding of the improvements in the amount of \$225,000 which is available within previously appropriated funds

BACKGROUND INFORMATION

The U. T. Austin Animal Resources Center was completed and occupied in the Summer of 1977. The Center is a centralized campus facility for animal receiving, holding, care and experimentation for various disciplines of the sciences. After initiation of research experimentation in the building, it became apparent that certain sensitive scientific programs required greater humidity control than was provided in the original design criteria.

To rectify this situation, U. T. Austin Physical Plant Division, in consultation with the Office of Facilities Planning and Construction and a professional mechanical consultant, conducted a thorough study of the building. The conclusions of the study indicated that better

humidity control could be provided by installation of additional cooling coils in five air handling units and by providing an upgraded filter system for the building. These modifications are estimated to cost approximately \$225,000.

The plans prepared by E. G. Bloomquist and Associates, Austin, Texas, in consultation with the Office of Facilities Planning and Construction, are now ready for bidding. Authorization to proceed with this contract at this time should allow for completion of the equipment installation by early Fall 1979, which is in accordance with ongoing research requirements.

5. U. T. AUSTIN: SCHOOL OF COMMUNICATION: IMPROVEMENTS TO COMMUNICATIONS BUILDING A - REQUEST FOR AUTHORIZATION FOR IMPROVEMENTS, COMPLETION OF THE PROJECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board:

- a. Authorize modification of Communications Building A at The University of Texas at Austin at an estimated total project cost of \$90,000 by remodeling the space vacated by the relocation of the School of Communications Branch Library to the Perry-Castaneda Library to provide additional faculty offices as well as to centralize office space for the Dean's staff
- b. Authorize preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$90,000 from Account No. 36-0678-7900 from Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the total cost of this work.

6. U. T. AUSTIN: EXPERIMENTAL SCIENCE BUILDING: IMPROVEMENTS TO FIFTH FLOOR FOR THE DEPARTMENT OF MICROBIOLOGY - REQUEST FOR AUTHORIZATION FOR IMPROVEMENTS, COMPLETION OF THE PROJECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board:

- a. Authorize Improvements to the Fifth Floor of the Experimental Science Building for the Department of Microbiology at an estimated total project cost of \$200,000
- b. Authorize preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department, with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$200,000 from Account No. 36-0678-7900 Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the total cost of this work

8

The University of Texas System

Claimant:

Anken Construction Company, Inc.

vs

The University of Texas at Austin

Subject: Contract to Remodel Texas Union Building West
Contract No. OFPC/C-2123-4/5

Appointment and Authority of Hearing Officer

The undersigned, O. F. Jones, Jr., was appointed by the Board of Regents of The University of Texas System (acting through E. D. Walker, its Chancellor) to serve as Hearing Officer in connection with a disputed claim asserted as per the caption above. The authority of the Hearing Officer derives from provisions of the Construction Contract, plus the letter dated February 12, 1979, addressed to the Claimant, plus a parallel letter to O. F. Jones, Jr., of even date, and a supplemental letter to the Hearing Officer dated July 3, 1979. (A photocopy of such last letter is attached hereto.) One important factor of such supplemental letter is a matter first recommended by the Attorney of Record for Claimant at the first Hearing held on May 18, 1979, to the effect that the Hearing Officer should be authorized by the Regents and the Chancellor to determine questions of law as well as to make findings of fact.

Two Hearings have been held with representatives of Anken and U. T. System in attendance on the agreed dates of May 18, 1979, and June 28, 1979. The official record of the evidence adduced at such Hearings exists by virtue of audio-cassette recordings plus documentary exhibits properly identified in such recordings. These five 90-minute cassettes (with recordings on 9 sides) have continuously been within the sole possession of the Hearing Officer and will be delivered with this present document and at the same time to the Chancellor through his authorized agent, Mr. R. S. Kristoferson, Director of Facilities Planning and Construction of The University of Texas System. It is expected that said Director and the Chancellor will submit all of these items in this matter (in its entirety) to the Board of Regents.

Status and Background of Claim

After denial of the claim by the Director of Facilities Planning and Construction, the Claimant appealed such claim in the amount of \$98,875.21, per its letter of September 8, 1978, to the Chancellor. (See Anken Exhibit 12 as introduced at the Hearing on June 28, 1979. All Exhibits will be treated as introduced at that Hearing.) Prior thereto the Claimant (Anken) had presented its claim for additional costs to the Resident Construction Manager by letter dated July 31, 1978, and to the Architect by letter dated August 2, 1978. Upon refusal of the Architect to issue a change order as requested by Claimant, the request was directed to the Resident Construction Manager on August 15, 1978, and denied by such Manager.

The additional costs were presumably based on tabulations essentially in the category of overhead costs (excluding the item of 15% otherwise stipulated in the contract for overhead and profit). The Contractor (Anken - Claimant) cited Article 3 of the Contract Agreement: "where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work is shown to create a hardship to the Owner or Contractor, there shall be an equitable adjustment of the contract to prevent hardship." The additional costs seem to be limited to "General Conditions Costs," such as Field Supervision, Trucks, Telephones, Insurance, etc.

The adjusted contract price of \$4,665,595 was increased by numerous Change Proposals and Field Orders (117) to \$4,773,192.58. The original completion

date was extended by about eleven (11) months. (See Anken Exhibit 14.)

The Director of Facilities Planning and Construction declared in his letter of August 25, 1978, that Anken (Claimant) had "not demonstrated that application of the agreed units created a hardship." (See Anken Exhibit 11.)

The only claim which was the subject of a Formal Appeal to the Board of Regents for its consideration is the one above mentioned for the amount of \$98,875.21. If any other claim has been processed through the several steps as above narrated, with final Formal Appeal to the Regents, there is no evidence of such action in the Official Record of the two Hearings at which Anken (Claimant) has appeared, to wit, on May 18, 1979, and June 28, 1979. This is regarded as jurisdictional in the consideration of any disputed claim, by virtue of contract provisions.

Evidence

The evidence offered by Claimant (Anken) at the two Hearings on May 18, 1979, and June 28, 1979, involved oral testimony and documentary matters. These were accompanied by statements from Anken's Attorney of Record, which statements by its Counsel were appropriate and pertinent, as well as carefully considered and presented in a highly competent as well as persuasive manner. A fatal defect exists by virtue of the fact that such matters in the main relate to other claims or subject matters which were not properly within the province of the dispute assigned to the Hearing Officer for determination; that is, such evidence and related matters as presented by Anken (Claimant) at said two Hearings had very limited bearing, if any, on the one claim of \$98,875.21 as properly assigned to the Hearing Officer by the Board of Regents.

Questions of Law

To the extent that the one claim before the Hearing Officer can be resolved, it appears that, as suggested by the able attorney for Anken, the decision swings on a legal construction of the contract here involved.

Anken's Counsel correctly stated applicable law to the effect that when a contract is prepared by one of the parties without joint participation by the other party, then in the event of ambiguity or other uncertainty the contract will be harshly and strictly construed against the party who unilaterally prepared the contract. The same able attorney also correctly stated the proposition of law that a contract must be viewed from all four corners and each and every part given consideration.

These statements of applicable law fail to go a few necessary steps farther. The appellate courts of Texas have held on innumerable occasions in a multitude of cases that the court cannot re-write the contract for the benefit of either of the parties. Further, the courts have repeatedly held that if one party has made a bad bargain or bad agreement from his own viewpoint then that party cannot call on the courts to relieve him of the consequences of his own voluntary action. He must suffer to his detriment the results of his own uncoerced act.

Comment

In the instant situation, Mr. Ken Wendler, the President and Chief Executive Officer of Anken Construction Company, Inc., has had long and superior experience in the construction business. He has the extensive training and high intelligence to anticipate the consequences of his action in voluntarily entering into a contract covering the subject matter of this construction contract which required him to remodel an existing building, not his first project of this type with its many and varied unknowns.

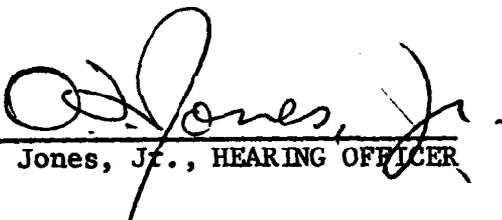
Comment

The University of Texas System offered no evidence, nor statements by its Counsel of Record (omitting objections made by such Counsel).

Conclusions

The applicable law is contrary to an affirmative decision for Anken Construction Company, Inc., and the evidence, if any, is not adequate to support the claim of said Contractor (Anken), all with respect to the only claim properly now before the Hearing Officer, namely, the claim in the amount of \$98,875.21, since this claim is the only claim presented to the Board of Regents or assigned to the undersigned Hearing Officer.

Executed at Austin, Texas, this 23rd day of July, 1979.


O. F. Jones, Jr., HEARING OFFICER



THE UNIVERSITY OF TEXAS SYSTEM

601 COLORADO STREET, AUSTIN, TEXAS 78701

Office of the Chancellor

July 3, 1979

Mr. O. F. Jones, Jr.
807 Capital National Bank Building
Austin, Texas 78701

Dear Mr. Jones:

In accordance with authority given to me by the Board of Regents at its meeting on February 9, 1979, I appointed you as Hearing Officer to hear a disputed claim between Anken Construction Company, Inc. and the University over a contract for Remodeling Texas Union West on the U. T. Austin campus.

The claim, in the amount of \$98,857.21 and formulated upon a request for equitable adjustment under Article 3 of the Contract, was in due time referred to you. I have been informed that you held hearings on May 18th and on June 28th. I have further been informed that you have encountered difficulties in your hearings because you feel that your authority under my prior letter of appointment is limited to determining facts and does not encompass making determinations on points of law. It was not my intent to hamper you in the execution of your duties. Accordingly, I have more explicitly defined your authority, as outlined below.

You are hereby authorized to take the following actions with regard to the disputed claim by Anken Construction Company, Inc., under its contract for the Remodeling of Texas Union West at The University of Texas at Austin:

- a. To convene, recess, and reconvene hearings, formal or informal, from time to time, for the presentation of testimony, evidence, and data;
- b. To adopt such rules of procedure as are deemed necessary;
- c. With the approval of the Chancellor, to employ any consultants and office personnel necessary to conduct such hearings in an expeditious manner;
- d. To make findings of fact, interpretations of contract provisions, and determinations of such points of law as may be pertinent to the disputed claim; and

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 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 Health Science Center at San Antonio
The University of Texas System Cancer Center
The University of Texas Health Center at Tyler

The University of Texas Institute of Texas Geology

Mr. O. F. Jones, Jr.
July 3, 1979
Page 2

- e. Upon conclusion of the testimony and presentation of all pertinent data, to present your findings of fact and conclusions of law to the Board of Regents for its consideration in passing upon the validity of the claim pending before it.

If the above amplified authorities leave any questions in your mind, I request that you voice them to Jim Fitzpatrick who will clarify them or have them amended, if appropriate.

Please let me express my thanks for the valuable service you are providing by assisting in the settlement of construction contract disputes.

Sincerely


E. D. Walker
Chancellor

RSK/vs

BACKGROUND INFORMATION

Upon the relocation of the Department of Chemistry to the new Welch Hall facility, certain spaces on the fifth floor of the U. T. Austin Experimental Science Building have been assigned to the Microbiology Department for additional laboratories. These minor improvements involving changes in partitions and laboratory casework with associated utilities can be accomplished through the U. T. Austin Physical Plant Department.

7. U. T. AUSTIN: SCHOOL OF SOCIAL WORK: BUILDING IMPROVEMENTS - REQUEST FOR AUTHORIZATION FOR IMPROVEMENTS, COMPLETION OF THE PROJECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board:

- a. Authorize modification of the School of Social Work Building at The University of Texas at Austin at an estimated total cost of \$102,000 by remodeling the space vacated by the relocation of the School of Social Work Branch Library to the Perry-Castaneda Library to provide needed office and seminar space and classroom facilities
- b. Authorize preparation of final plans and specifications and completion of the project through all necessary actions by U. T. Austin Administration and the Physical Plant Department with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$102,000 from Account No. 36-0678-7900 from Allocation for Building and Laboratory Modification and Updating Teaching and Laboratory Equipment for the total cost of this work

BACKGROUND INFORMATION

These improvements and other maintenance work are considered essential by U. T. Austin Administration since it is anticipated that this building will be used by the School of Social Work for the next decade.

8. U. T. AUSTIN: REMODELING OF TEXAS UNION WEST (PROJECT NO. 102-257) - REPORT OF HEARING OFFICER ON CLAIM OF ANKEN CONSTRUCTION COMPANY, INC., AUSTIN, TEXAS. --

RECOMMENDATIONS

Chancellor Walker and System Administration request that the Board render a decision and/or guidance for handling of the claim, based upon the report of the Hearing Officer.

BACKGROUND INFORMATION

In accordance with authorization given by the Board at its meeting of February 9, 1979, Chancellor Walker appointed a Hearing Officer who subsequently on May 18, 1979 and June 28, 1979, held hearings into the facts and evidence associated with the claim of Anken Construction Company, Inc., Austin, Texas, the Prime Contractor for Remodeling of Texas Union West at U. T. Austin.

Anken's claim was in the amount of \$98,857.21 and was based upon a request for an equitable adjustment of the unit prices which were bid and incorporated into the contract.

The Hearing Officer's report will be made available to each Regent prior to the July Board meeting for consideration.

9. U. T. DALLAS: STUDENT UNION BUILDING (INITIAL PHASE) (PROJECT NO. 302-405) - RECOMMENDED INSCRIPTION ON PLAQUE

RECOMMENDATION

It is recommended that the inscription as set out below be approved for the plaque to be placed on the Student Union Building at The University of Texas at Dallas.

This inscription follows the standard pattern approved by the Board at the meeting held June 1, 1979.

STUDENT UNION

1979

BOARD OF REGENTS

Dan C. Williams, Chairman
Thos. H. Law, Vice-Chairman
Jane Weinert Blumberg
(Mrs. Roland K.)
Sterling H. Fly, Jr., M.D.
Jess Hay
Jon P. Newton
James L. Powell
Howard N. Richards
Walter G. Sterling

E. D. Walker
Chancellor, The University
of Texas System
Bryce Jordan, President
The University of Texas
at Dallas

Fisher and Spillman, Architects, Inc.
Haywood Jordan McCowan, Inc.
Associated Architects
Project Architect
Kugler-Morris General Contractors, Inc.
Contractor

10. U. T. EL PASO: EXPANSION OF UNION FACILITIES (PROJECT NO. 201-420) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Expansion of Union Facilities at The University of Texas at El Paso at an estimated total project cost of \$4,000,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on March 30, 1979, final plans and specifications for the Expansion of Union Facilities at The University of Texas at El Paso have been completed by the Project Architect, Garland and Hilles, El Paso, Texas. This expansion includes an addition to Union East of approximately 50,300 gross square feet and minor remodeling of approximately 26,700 square feet of existing facilities. This addition and remodeling will more than double the existing food service space, and bookstore facilities as well as providing a new Post Office, Student Publication Facilities and additional meeting rooms and office space.

11. U. T. SAN ANTONIO: CLASSROOM AND OFFICE BUILDING AND ADDITION TO ARTS BUILDING (PHASE II BUILDINGS) (PROJECT NO. 401-334) - REQUEST FOR COMPLETION OF THE PROJECT, SUBMISSION TO COORDINATING BOARD AND AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Wagener and Chancellor Walker recommend that the Board:

- a. Authorize the Administration of U. T. San Antonio, the Project Architect, Bartlett Cocke & Associates, Inc. in association with Frank M. Valdez & Associates, San Antonio, Texas, and the Office of Facilities Planning and Construction to make a final review of the approved final plans for completing the shelled space in the Phase II Buildings in anticipation of bidding the completion of the project which is currently estimated at a total project cost of \$6,400,000
- b. Authorize submission of the project to the Coordinating Board
- c. Upon completion of final review of the plans and specifications, and after Coordinating Board approval, authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

At the June 10, 1977 Board meeting, the award of a contract for construction of the Phase II Buildings at U. T. San Antonio was ratified. It was awarded within an authorized total project cost of \$13,500,000 made available by a legislative appropriation. Lack of funds made it necessary to shell certain portions of these two buildings, for completion at a later date.

With completion of the Phase II buildings scheduled for late 1979, it is now appropriate to activate plans for the completion of this shelled space.

Additional cost escalation is anticipated prior to bidding this project which could affect the currently estimated total project cost of \$6,400,000.

12. U. T. SAN ANTONIO: ADDITIONAL SURFACE PARKING (PROJECT NO. 401-419) - REPORT OF AWARD OF CONTRACT TO KAS CONSTRUCTION CO., RICHARDSON, TEXAS

RECOMMENDATIONS

President Wagener and Chancellor Walker recommend that the Board:

- a. Confirm the action taken by U. T. San Antonio Administration in awarding the construction contract to the lowest responsible bidder, KAS Construction Co., Richardson, Texas, for additional surface parking at The University of Texas at San Antonio in the amount of \$319,541 for the base bid and Alternate No. 1
- b. Approve a total project cost of \$364,000 to cover the construction contract award, security lighting, landscaping, fees and miscellaneous expenses

BACKGROUND INFORMATION

At the Regents' meeting held December 1, 1978 the Board authorized the construction of additional surface parking for approximately 500 cars, appropriated \$400,000 for funding the estimated total project cost, appointed the firm of Hallenberger, Galindo & Associates, Inc., San Antonio, Texas for preparation of final plans and specifications, authorized submission of the project to the Coordinating Board and subsequent advertisement and award of a construction contract by U. T. San Antonio Administration. The Coordinating Board, Texas College and University System, approved the project at their January 1979 meeting.

Bids were then called for and were received, opened and tabulated on May 21, 1979 as shown below:

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. #1 Add 48 Spaces to Lot #8</u>	<u>Bid Bond</u>
Jose F. Morales Individual and Joe F. Morales Contractor, Inc., A Joint Venture, San Antonio, TX	\$299,975.00	\$22,000.00	5%
KAS Construction Co., Richardson, TX	291,235.00	28,306.00	5%
Olmos Equipment Co., San Antonio, TX	401,892.00	35,797.00	5%
Wagner & Sons Paving Company, Inc., San Antonio, TX	377,705.00	31,000.00	5%

In accordance with Board authorization, the Administration of The University of Texas at San Antonio has awarded a construction contract for additional surface parking of 493 cars to the lowest responsible bidder, KAS Construction Co., Richardson, Texas, as indicated below. This contract award is within previously appropriated funds.

Base Bid	\$291,235
Alternate No. 1: Add 48 spaces to Lot #8	<u>28,306</u>
Total Contract Award	<u>\$319,541</u>

13. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL) - REMODELING AND ADDITION TO THE DEPARTMENT OF PHARMACOLOGY BUILDING - REQUEST FOR PROJECT AUTHORIZATION AND SUBMISSION TO THE COORDINATING BOARD; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Authorize the Remodeling and Addition to the Pharmacology Department Building at the Galveston Medical Branch at an estimated total project cost of \$2,500,000 and submission of the project to the Coordinating Board
- b. Appoint Louis Lloyd Oliver and Tibor Beerman, Architects, Galveston, Texas, as Project Architect to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$2,500,000 from Medical Branch Unappropriated Balances for total estimated project cost

BACKGROUND INFORMATION

The Pharmacology Department of The University of Texas Medical School at Galveston is currently located in a one story building, comprising some 8,500 sq. ft. To continue current programs and to provide for additional Pharmacology/Toxicology programs necessary to support a modern medical school an expansion of this building of some 16,000 sq. ft. is recommended. The estimated total project cost for this expansion is \$2,500,000.

The space needed can be provided by an addition to the existing facility and it is recommended that the services of the original building Project Architect, Louis Lloyd Oliver and Tibor Beerman, be considered for this remodeling and building addition.

14. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): RENOVATION AND ADDITION TO GRAVES HOSPITAL (PROJECT NO. 601-377) - REQUEST FOR APPROVAL OF FINAL PLANS AND AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Renovation and Addition to Graves Hospital at an estimated total project cost of \$6,466,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on August 4, 1978, final plans and specifications for the Renovation and Addition to Graves Hospital at the Galveston Medical Branch have been completed by the Project Architect, Koetter, Tharp, Cowell and Bartlett, Houston, Texas.

15. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL (PROJECT NO. 601-385) - REQUEST FOR APPOINTMENT OF A COMMITTEE TO AWARD CONSTRUCTION CONTRACT FOR HOSPITAL BUILDING

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board appoint a Committee consisting of President Levin, Director Kristoferson, Vice Chancellor Boyd, Chancellor Walker, Regent Richards and Committee Chairman Law to award the construction contract for the Texas Department of Corrections Hospital, within funds previously appropriated.

The results of the Committee action will be presented to the Board at a future meeting.

BACKGROUND INFORMATION

At the June 1, 1979 Regents' meeting, approval was given for the advertisement of bids for the Texas Department of Corrections Hospital at the Galveston Medical Branch. To facilitate the completion of detailed final plan review and incorporation of all review comments, the Office of Facilities Planning and Construction concluded that the bid date originally scheduled for mid-July 1979 was not practical to insure satisfactory completion of all bid documents. With the concurrence of the administrative staffs of the Galveston Medical Branch and the Texas Department of Corrections, the bidding period has been revised to call for receipt of bids on Thursday, August 16, 1979.

Therefore, to permit an award prior to the October 1979 Regents' meeting, it is necessary that a committee be appointed to award the building construction contract.

16. GALVESTON MEDICAL BRANCH: NEW PHYSICAL PLANT BUILDING, PHASE I - REQUEST FOR PROJECT AUTHORIZATION AND SUBMISSION TO THE COORDINATING BOARD; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Authorize construction of the Phase I Building for the Physical Plant Department at the Galveston Medical Branch at an estimated total project cost of \$2,500,000 and submission of the project to the Coordinating Board

- b. Appoint a Project Architect from a list to be submitted to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$2,500,000 from Medical Branch Unappropriated Balances for the total estimated project cost

BACKGROUND INFORMATION

The Physical Plant Department of the Galveston Medical Branch is currently housed in seven buildings widely scattered about the campus. These facilities are heavily congested with building construction, emergency room traffic and various building service deliveries. The consolidation of Physical Plant operations out of the vital service areas of the hospitals and into a central location has long been a goal of the Galveston Medical Branch Administration. Authorization for the construction of a new Physical Plant Building, Phase I at an estimated total project cost of \$2,500,000 will initiate the relocation and centralization of Physical Plant services. Request for future phases will be presented to the Board as funding becomes available.

17. HOUSTON HEALTH SCIENCE CENTER: STUDENT/FACULTY APARTMENT PROJECT - REPORT OF PRELIMINARY STUDIES; REQUEST FOR PROJECT AUTHORIZATION AND APPROVAL OF SITE, SUBMISSION TO COORDINATING BOARD, APPOINTMENT OF PROJECT ARCHITECT FOR PREPARATION OF FINAL PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board:

- a. Authorize construction of 500 Student/Faculty Apartments for the Houston Health Science Center at an estimated total project cost of \$11,000,000, and authorize submission of the project to the Coordinating Board, Texas College and University System
- b. Approve the site selected for the apartments which will use approximately 20 acres of the 100-acre University property located about 1.6 miles south of the Texas Medical Center in Houston
- c. Appoint Page Southerland Page, Architects-Engineers, Houston, Texas, as the Project Architect with authorization for the preparation of final plans
- d. Appropriate \$475,000 from Unallocated Plant Funds for fees and related project expenses through completion of final plans (These funds to be replaced on sale of bonds.)

BACKGROUND INFORMATION

The Administration of Houston Health Science Center has studied the need for Student/Faculty Housing and commissioned a Feasibility Study in January 1978. The study was updated in May 1979 and recommends the construction of 500 apartment units at an estimated total project cost of \$11,000,000 on approximately 20 acres of the University's 100-acre site. In addition to residential apartment construction at a cost of approximately \$20 per square foot, the study proposes parking for 746 cars, landscaping, 4 lighted tennis courts, 2 swimming pools, a recreation building, a leasing office, laundromat facilities, a transportation and maintenance shop and a day-care center. The housing facilities are proposed in a mix of 300 one-bedroom/one-bath and 200 two-bedroom/two-bath units with 672 square feet and 960 square feet, respectively, and corresponding monthly rentals of \$235 and \$336. Tenants will be expected to pay their electricity bills.

The estimated total project cost of \$11,000,000 does not include furnishings or escalation beyond October 1979.

18. SAN ANTONIO HEALTH SCIENCE CENTER: BUILDING EXPANSION - LIBRARY BUILDING - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PLANS; AND FUNDING OF TOTAL PROJECT COST

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Authorize construction of a new Library Building at the San Antonio Health Science Center at an estimated total project cost of \$9,500,000
- b. Appoint a Project Architect from a list to be submitted to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$9,500,000 available on September 1, 1979 by H. B. 558, Acts of the 66th Legislature for building expansion at the San Antonio Health Science Center for the total estimated project cost

BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Harrison has transmitted the following justification for the needed building expansion of a new library at the San Antonio Health Science Center:

"The present Library building was completed in 1968 as part of the original building for our Medical School. At that time, there were no other professional schools on this campus. The legislative authority for the new medical school specified a class size of 100 students per class, and the total student body was projected to be 400 medical students. Others using the library were about 180 faculty members and their associated technical staff.

In 1969, the Legislature authorized dental and nursing schools for this campus with no provision for enlargement of the library. In 1972, the Board of Regents authorized an Allied Health School here, and this was funded by the Legislature in 1973. In 1977, the Legislature appropriated funds for medical school classes of 200 students each as recommended in the State plan for medical education, but still with no provision for enlarging the library. Thus, there are now almost 2,000 students and 700 faculty utilizing a library planned for 400 students and 180 faculty members. It is anticipated that the enrollment of this campus will plateau in 1982 at a student enrollment of about 2,500 students. The library will be utilized by six times the number of people for which it was planned. The original library was to house scientific and technical books for the medical school only. With the addition of the other professional schools and programs, the additional library holdings have already exceeded the planned capacity of the existing library. There simply is no way to accommodate the enlarged student body and the expanded library holdings in the current facility.

In recognition of this need, the 66th Legislature appropriated \$9,500,000 for Building Expansion - Library Building to include:

- a. Stack space for approximately 200,000 volumes
- b. Reader space for approximately 1,000 users of the facility at one time
- c. Offices, work space and storage space for library personnel to properly support the facility
- d. Sub-level parking space to partially replace the existing parking lot now on the site, if deemed feasible and cost effective by the project architects and the University

The Campus Master Plan and recent feasibility studies in connection with the Lecture Hall project and Expansion of Basic Science Facilities indicate that the new Library should be built on the east side of the Medical School/ Dental School Buildings adjacent to the lecture halls now under construction."

19. TYLER HEALTH CENTER: CHAPEL ADDITION (PROJECT NO. 801-412) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

Superintendent Hurst and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Chapel Addition at the Tyler Health Center at an estimated project cost of \$360,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented to a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on October 20, 1978, final plans and specifications for the Chapel Addition at the Tyler Health Center have been prepared by the Project Architect, Page Southerland Page, Dallas, Texas. This facility of approximately 3,500 square feet, at an estimated total project cost of \$360,000, will provide an all faith chapel, counseling rooms, volunteer offices, instructional and administrative space and conference rooms.

20. TYLER HEALTH CENTER: FIRE PROTECTION WATER SUPPLY AND DISTRIBUTION SYSTEM (PROJECT NO. 801-387) - REQUEST FOR APPROVAL OF FINAL PLANS, AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS SUBJECT TO APPROVAL BY THE COORDINATING BOARD

RECOMMENDATIONS

Superintendent Hurst and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Tyler Health Center Fire Protection Water Supply and Distribution System at an estimated total project cost of \$200,000
- b. Subject to approval of the project by the Coordinating Board, authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on March 30, 1979, final plans and specifications for construction of the Fire Protection Water Supply and Distribution System at the Tyler Health Center have been completed by the Project Engineer, Carter & Burgess, Inc., Fort Worth, Texas. This project was submitted to the Coordinating Board for consideration at its July 19-20, 1979 meeting. The construction of the ground level storage tank and distribution system will assure a dependable water supply for fire protection.

21. U. T. EL PASO: RENOVATION OF MINER'S HALL - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION OF PROJECT FUNDING

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Authorize Renovation of Miner's Hall at The University of Texas at El Paso at an estimated total project cost of \$705,000
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare preliminary plans and cost estimate to be presented at a future Board meeting for consideration
- c. Appropriate \$705,000 from legislative appropriations for the total project cost.

BACKGROUND INFORMATION

Funds in the amount of \$705,000 have been appropriated by the 66th Legislature for the Renovation of Miner's Hall at The University of Texas at El Paso. The former three-story dormitory building will be remodeled to meet current safety codes and be used as a general classroom and office building. So that construction may be started at the earliest possible date, the project authorization and the appointment of a project architect are requested.

22. U. T. AUSTIN - BRACKENRIDGE-DEEP EDDY HOUSING UNITS: DISCUSSION AND RECOMMENDATION. --

RECOMMENDATION

President Rogers and Chancellor Walker recommend that the Board:

- a. Authorize plans for the phased out demolition of the Brackenridge-Deep Eddy housing units to be completed by September, 1980. To this end:
 1. Effective immediately, new contracts for these units will not be issued and contracts of current residents will not be renewed to extend beyond August 31, 1980.
 2. Effective September 1, 1979, a policy of consolidation of apartment assignments will be followed whenever feasible so that phased demolition of vacant buildings can be carried out during the next 12 months.
- b. Authorize the Division of Housing and Food Service to give priority consideration to placing dislocated residents in U.T. Austin permanent housing if requested or otherwise assist these occupants in finding suitable housing through the Off-Campus Housing Listing Service.
- c. Authorize the Office of Student Financial Aid to assist occupants with fiscal hardships resulting from relocation and loss of low income housing to the extent possible within available financial aid resources.
- d. Authorize the U.T. Austin administration and the Office of Facilities Planning and Construction to continue their study of alternatives for providing additional married student housing at rates which are competitive in the Austin market.

BACKGROUND

These former Army barracks were moved to the site in 1946 as temporary housing when student enrollment bulged after World War II. With a combination of good maintenance and occupant care, these units have served for 33 years, far exceeding their expected life span. Now, fire safety concerns, operating costs which exceed reasonable rent, and energy use inefficiency, dictate that these units should be phased out. Renovation of the Brackenridge-Deep Eddy units is not economically feasible, and the extent of the fire hazard and high operating costs dictate consideration for immediate termination of these housing units. However, out of concern for the economic impact on current occupants and for their difficulty in finding suitable alternative housing on such short notice, it is recommended that the units be phased out over a one year period. This option should pose the least problems for current occupants and enable the U.T. Austin administration to help the occupants solve the financial and related problems resulting from this decision.

Based on preliminary data from the Office of Facilities Planning and Construction, it is impossible to replace the Brackenridge-Deep Eddy units with new low cost housing at this time. Furthermore, replacement, at current construction costs, would likely result in rental rates above those charged for comparable housing in Austin.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

July 25-26, 1979

	<u>Page</u> <u>B & G</u>
U. T. AUSTIN	
23. Townes Hall (Law School Building): Recommended Contract Award for 260 Wood Bookcases to Rockford Furniture & Carpets, Inc., Austin, Texas	19
24. Townes Hall (Law School Building): Recommended Contract for Window Blinds to Blind Supply, Inc., Richardson, Texas	21
25. College of Fine Arts and Performing Arts Center: Recommended Contract for Movable Shelving to Library Bureau, Herkimer, New York	23
GALVESTON MEDICAL BRANCH	
26. Galveston Medical School - Remodeling of Animal Care Facilities in Surgical Research Building: Recommended Contract to Don Tarpey Construction Company, Texas City, Texas, and Total Project Appropriation Therefor	25
HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER	
27. Remodeling of Prudential Building: Recommended Contract Awards (a) Base Proposal "A" - Window Blinds to Custom Drapery Co., Inc., Houston, Texas, and (b) Base Proposal "B" - Lecture Hall Seating to Central Distributing Company, San Antonio, Texas	26
SAN ANTONIO HEALTH SCIENCE CENTER	
28. Expansion of Basic Science Teaching Space - Completion of Shelled Floors: Recommended Contract Award to Century Builders, San Antonio, Texas	28

U. T. AUSTIN

29. College of Fine Arts and Performing Arts Center - Landscape Planting and Irrigation - Segment A Site Development: Recommended Contract Award to Landscape Design and Construction, Inc., Dallas, Texas 30
30. McDonald Observatory - Visitors Information Center: Recommended Contract Award to R. R. Construction Company, Fort Stockton, Texas, and Appropriation Therefor; Proposed Inscription for Plaque 30

HOUSTON HEALTH SCIENCE CENTER

31. Flood Protection Project: Recommended Contract Award to Peltier Brothers Construction, Inc., Houston, Texas, and Appropriation Therefor 32

GALVESTON MEDICAL BRANCH

32. Galveston Hospitals - Remodeling of Existing John Sealy Hospital (Original Building) - Remodeling of Dietary Areas, State 1: Recommended Contract Award to John Gray Company, Inc., Galveston, Texas, and Appropriation Therefor 32

23. U. T. AUSTIN: ALTERATIONS AND ADDITIONS TO TOWNES HALL (THE LAW SCHOOL BUILDING) (PROJECT NO. 102-330) - RECOMMENDED AWARD OF CONTRACT FOR 260 WOOD BOOKCASES TO ROCKFORD FURNITURE & CARPETS, INC., AUSTIN, TEXAS

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board award a contract to the following lowest responsible bidder

Rockford Furniture & Carpets, Inc.,
Austin, Texas

Base Proposal "C" - 260 Wood Bookcases for Alterations and Additions to Townes Hall (The Law School Building)	\$36,854.00
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The funds necessary to cover this contract award are available in the Furniture and Equipment Account.

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held February 11, 1977, bids were called for and were received, opened and tabulated on July 17, 1979, as shown on the attached sheet, for Wood Bookcases for Alterations and Additions to Townes Hall (The Law School Building). Base Proposal "A" was for 208 bookcases; Base Proposal "B" was for 234 bookcases; and Base Proposal "C" was for 260 bookcases. Base Proposal "C" is recommended because it will provide for the greatest quantity of reference volumes (approximately 360) in each new faculty office.

PUFLER

WOOD BOOKCASES FOR ALTERATIONS AND ADDITIONS TO TOWNES HALL
 (THE LAW SCHOOL BUILDING), THE UNIVERSITY OF TEXAS AT AUSTIN
 Bids Received at 2:00 p.m., Central Daylight Saving Time, July 17, 1979 at the
 Office of Facilities Planning and Construction
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Proposal "A"</u>	<u>Base Proposal "B"</u>	<u>Base Proposal "C"</u>	<u>Bidder's Bond</u>
Abel Contract Furniture & Equipment Co., Inc., Austin, Texas	\$29,605.92	\$33,306.66	\$37,007.40	5%
Mark C. Norton Co., Inc., El Paso, Texas	30,171.52	33,942.96	37,715.40	5%
Rockford Furn. & Carpets, Inc., Austin, Texas	29,483.20	33,168.60	36,854.00	5%
Stewart Office Supply, Dallas, Texas	29,859.68	33,592.14	37,324.60	5%

B & G - 20

24. U. T. AUSTIN: ALTERATIONS AND ADDITIONS TO TOWNES HALL (THE LAW SCHOOL BUILDING) - (PROJECT NO. 102-330) - RECOMMENDED AWARD OF CONTRACT FOR WINDOW BLINDS TO BLIND SUPPLY, INC., RICHARDSON, TEXAS

RECOMMENDATIONS

It is recommended by President Rogers and Chancellor Walker that the Board award a contract to the following lowest responsible bidder:

Blind Supply, Inc., Richardson, Texas

Base Proposal "A" (Window Blinds for Alterations and Additions to Townes Hall - Bali Blinds)	\$15,416.86
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The funds necessary to cover this contract award are available in the Furniture and Equipment Account.

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held February 11, 1977, bids were called for and were received, opened and tabulated on July 10, 1979, as shown on the attached sheet, for Window Blinds for Alterations and Additions to Townes Hall. This contract provides for delivery and installation of window blinds for Alterations and Additions to Townes Hall (The Law School Building), Base Proposal "A".

Prof. A. E.

WINDOW BLINDS FOR TOWNES HALL (THE LAW SCHOOL BUILDING)

THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received at 2:00 p.m., Central Daylight Saving Time, Tuesday, July 10, 1979 at the
Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Proposal "A"</u>	<u>Bidder's Bond</u>
Blind Supply, Inc. Richardson, TX	\$16,486.70 (Levolor)	\$ 824.33
Blind Supply, Inc. Richardson, TX	\$15,416.86 (Bali)	Same as above
Custom Drapery Co., Inc. Houston, TX	\$17,281.52 (Levolor)	\$ 864.08
Dills-Challstrom, Inc. Austin, TX	\$17,690.00 (Levolor)	\$ 884.50
Dismukes Blind & Drapery Co. Austin, TX	\$20,314.00 (Levolor)	\$1,016.00
E. G. Jenkins Co. Dallas, TX	\$26,200.00 (Levolor)	\$1,310.00
John Lemons Co. San Antonio, TX	\$17,225.00 (Levolor)	\$ 861.25

25. U. T. AUSTIN: COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER (PROJECT NO. 102-201) - RECOMMENDED AWARD OF CONTRACT FOR MOVABLE SHELVING TO LIBRARY BUREAU, HERKIMER, NEW YORK

RECOMMENDATIONS

It is recommended by President Rogers and Chancellor Walker that the Board award a contract to the following lowest and best responsible bidder:

Library Bureau
Herkimer, New York

Base Proposal "17", Music Building
and Recital Hall (Metal Movable
Shelving) \$21,607.00

The funds necessary to cover this contract award are available in the Furniture and Equipment Account.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on October 1, 1976, bids were called for and were received, opened and tabulated on June 28, 1979, as shown on the attached sheet, for the College of Fine Arts and Performing Arts Center at The University of Texas at Austin. Bids were in response to specifications prepared by Fisher and Spillman Architects, Inc., and the Office of Facilities Planning and Construction.

Base Proposal "17" is for a system of metal movable shelving.

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MOVABLE SHELVING FOR COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER

THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received at 2:00 p.m., Central Daylight Saving Time, Thursday, June 28, 1979 at the
Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Proposal "17"</u>	<u>Bidder's Bond</u>
Estey Corporation, Red Bank, NJ	\$25,300.00	5%
Library Bureau, Herkimer, NY	\$21,607.00	5%
Lundia Myers Industries, Inc., Jacksonville, IL	\$23,300.00	5%
Space Saver System, Houston, TX	\$23,964.00	\$1,200.00

26. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): REMODELING OF ANIMAL CARE FACILITIES IN THE SURGICAL RESEARCH BUILDING - RECOMMENDED AWARD OF CONTRACT TO DON TARPEY CONSTRUCTION COMPANY, TEXAS CITY, TEXAS, AND TOTAL PROJECT APPROPRIATION THEREFOR

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Authorize the Galveston Medical Branch Administration to award a construction contract for Remodeling of Animal Care Facilities in the Surgical Research Building at the Galveston Medical Branch to the lowest responsible bidder, Don Tarpey Construction Company, Texas City, Texas, in the amount of \$551,888
- b. Authorize a revised total project cost of \$600,000 to cover the recommended building construction contract award, fees and related project expenses
- c. Appropriate funds in the amount of \$600,000 from the following sources to provide for the total project cost:

\$100,000 - Federal Educational Support Grant (Capitation)

\$500,000 - Medical Branch Unexpended Plant Funds - Project Allocation

BACKGROUND INFORMATION

At its July 29, 1977 meeting, the Board of Regents authorized the Galveston Medical Branch to complete the Remodeling of Animal Care Facilities in the Surgical Research Building in conformity with guidelines of the National Institutes of Health and the Department of Agriculture for animal care facilities, at an estimated total project cost of \$375,000. Funding of the project was approved, using a Federal Educational and Research Support Grant and other Medical Branch funds. Unanticipated and more extensive mechanical facilities extended the preparation of bid documents, resulting in higher costs.

The Administration of the Galveston Medical Branch received, opened and tabulated bids on June 28, 1979 as shown below:

<u>Bidder</u>	<u>Base Bid Inc. Cont.</u>	<u>Deductive Alternates</u>		
		No. 1	No. 2	No. 3
C & H Construction, Inc., Galveston, TX	\$613,854	\$17,287	\$17,700	\$36,133
Don Tarpey Construction Company, Texas City, TX	551,888	17,900	14,300	34,500
John Gray Company, Inc., Galveston, Texas	581,872	18,303	13,208	36,033

Although all bids received were in excess of the original estimated construction cost, the urgent need to comply with Federal regulations warrants proceeding with the project. Rebidding would not result in lower contract bids.

Feb. 79

27. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: REMODELING OF PRUDENTIAL BUILDING (PROJECT NO. 701-380) - RECOMMENDED AWARD OF CONTRACT FOR WINDOW BLINDS (BASE PROPOSAL "A") TO CUSTOM DRAPERY CO., INC., HOUSTON, TEXAS, AND RECOMMENDED AWARD OF CONTRACT FOR LECTURE HALL SEATING (BASE PROPOSAL "B") TO CENTRAL DISTRIBUTING COMPANY, SAN ANTONIO, TEXAS

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board award contracts to the following lowest responsible bidders:

Custom Drapery Co., Inc.,
Houston, Texas

Base Proposal "A" - Window Blinds for Remodeling
of Prudential Building \$ 8,848.66

Central Distributing Company,
San Antonio, Texas

Base Proposal "B" - Lecture Hall Seating for
Remodeling of Prudential
Building \$50,159.00

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held October 20, 1978, bids were called for and were received, opened and tabulated on July 17, 1979, as shown on the attached sheet for Window Blinds and Lecture Hall Seating for Remodeling of Prudential Building, Houston Health Science Center and University Cancer Center. This project provides for delivery and installation of window blinds in Base Proposal "A" and provides for delivery and installation of lecture hall seating in Base Proposal "B". The low bid for lecture hall seating is well within the estimated cost of \$67,572.00.

Leg. E

FURNITURE AND FURNISHINGS FOR REMODELING OF PRUDENTIAL BUILDING
 The University of Texas Health Science Center at Houston and
 The University of Texas System Cancer Center at Houston
 Bids Received at 2:00 p.m., Central Daylight Saving Time, July 17, 1979 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Proposal "A"</u> <u>(Window Blinds)</u>	<u>Base Proposal "B"</u> <u>(Lecture Hall Seating)</u>	<u>Bidder's Bond or</u> <u>Cashier's Check</u>
Central Distributing Company, San Antonio, Texas	No Bid	\$50,159.00	B.B. 5%
Custom Drapery Co., Inc., Houston, Texas	\$ 8,848.66	No Bid	C.C. \$442.43
Others, Inc., Texas	No Bid	63,781.60	None
Westphal dba Custom Interior Contractors, Houston, Texas	9,999.99	No Bid	B.B. 5%
E. G. Jenkins Co., Dallas, Texas	12,765.95	No Bid	C.C. \$638.30
John Lemons Co., San Antonio, Texas	9,900.00	No Bid	C.C. \$480.00

28. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE - COMPLETION OF SHELLED FLOORS (PROJECT NO. 402-381) - RECOMMENDED AWARD OF CONTRACT TO CENTURY BUILDERS, SAN ANTONIO, TEXAS

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

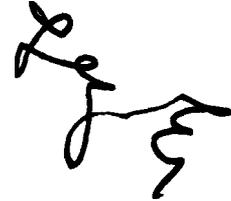
- a. Award a construction contract for completion of shelled floors for the San Antonio Health Science Center Expansion of Basic Science Teaching Space to the lowest responsible bidder, Century Builders, San Antonio, Texas, as follows:

Base Bid	\$3,399,000
Additive Alternates:	
Finish Third Level	141,000
Finish Fourth Level	108,000
New Passage to Dental Building	<u>134,000</u>
Total Recommended Contract Award	<u>\$3,782,000</u>

- b. Authorize a total project cost of \$4,226,991.54 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses. This contract award is within previously appropriated funds.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 9, 1979, bids were called for and were received, opened and tabulated on July 17, 1979, as shown on the attached sheet for the Completion of Shelled Floors for the San Antonio Health Science Center Expansion of Basic Science Teaching Space.



COMPLETION OF SHELLLED FLOORS, EXPANSION OF BASIC SCIENCE TEACHING SPACE
 The University of Texas Health Science Center at San Antonio
 Bids Received at 2:00 p.m., Central Daylight Saving Time, July 17, 1979 at the
 The University of Texas Health Science Center at San Antonio

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Add Alternates</u>		<u>Bidder's Bond</u>
			<u>Alt. #2</u>	<u>Alt. #3</u>	
Browning Construction Co., San Antonio, Texas	\$3,535,000	\$137,000	\$105,000	\$139,000	5%
Century Builders, San Antonio, Texas	3,399,000	141,000	108,000	134,000	5%
Kunz Construction Company, Inc., San Antonio, Texas	3,618,192	141,351	115,193	167,269	5%
Wilmac Constructors, Inc., Houston, Texas	3,642,000	144,000	112,000	200,000	5%

29. U. T. AUSTIN: COLLEGE OF FINE ARTS AND PERFORMING ARTS CENTER (PROJECT NO. 102-201) - LANDSCAPE PLANTING AND IRRIGATION - SEGMENT A SITE DEVELOPMENT - RECOMMENDED AWARD OF CONTRACT TO LANDSCAPE DESIGN AND CONSTRUCTION, INC., DALLAS, TEXAS

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board award a construction contract for Landscape Planting and Irrigation - Segment A of the U. T. Austin College of Fine Arts and Performing Arts Center to the lowest responsible bidder, Landscape Design and Construction, Inc., Dallas, Texas, in the amount of the base bid of \$161,676.00.

BACKGROUND INFORMATION

In December 1976 the Board approved a building construction contract award for the construction of the Fine Arts Library and Administration Building, the Concert Hall/Drama Workshop/Opera Lab and the Music Building and Recital Hall of the College of Fine Arts and Performing Arts Center at The University of Texas at Austin. Funds were reserved for the cost of landscape planting and irrigation.

Bids were called for and were received, opened and tabulated on July 10, 1979 as shown below for the Segment A - Landscape Planting and Irrigation of the U. T. Austin College of Fine Arts and Performing Arts Center.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Gorbet Lawn Sprinkler Service, Austin, Texas	\$239,400.00	5%
Laguna Hills, Inc., Austin, Texas	201,207.00	5%
Landscape Design & Construction, Inc., Dallas, Texas	161,676.00	5%
Walker Industries, Inc., Houston, Texas	177,118.00	None

Funds to cover the recommended contract award, fees and miscellaneous expenses are available within project funds previously appropriated.

Additional segments of landscape planting and irrigation for the remainder of the site work will be presented at a future Board meeting.

30. U. T. AUSTIN: MCDONALD OBSERVATORY - VISITORS INFORMATION CENTER (PROJECT NO. 102-197) - RECOMMENDED AWARD OF CONTRACT TO R. R. CONSTRUCTION COMPANY, FORT STOCKTON, TEXAS, APPROPRIATION THEREFOR AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Rogers and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Visitors Information Center at McDonald Observatory to the lowest responsible bidder, R. R. Construction Company, Fort Stockton, Texas, in the amount of the base bid of \$167,500
- b. Authorize a total project cost of \$263,000 to cover the recommended building construction contract award, road relocation, movable furnishings and equipment, landscaping, fees and related project expenses

Imp.

Put + Aug

[Handwritten signature]

*PUFAG
cost
+ manual receipt*

- c. Appropriate funds in the amount of \$263,000 from Permanent University Funds to provide for the total project cost
- d. Approve the recommended inscription as set out below for the plaque to be placed on the U. T. Austin McDonald Observatory Visitors Information Center.

This inscription follows the standard pattern approved by the Board at the meeting held June 1, 1979.

VISITORS INFORMATION CENTER

1979

BOARD OF REGENTS

Dan C. Williams, Chairman
 Thos. H. Law, Vice-Chairman
 Jane Weinert Blumberg
 (Mrs. Roland K.)
 Sterling H. Fly, Jr., M.D.
 Jess Hay
 Jon P. Newton
 James L. Powell
 Howard N. Richards
 Walter G. Sterling

E. D. Walker
 Chancellor, The University
 of Texas System
 Lorene L. Rogers
 President, The University
 of Texas at Austin

Dale E. Selzer Associates
 Project Architect

R. R. Construction Company
 Contractor

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on December 1, 1978, bids were called for and were received, opened and tabulated on July 19, 1979, as shown below for the U. T. Austin McDonald Observatory Visitors Information Center at Mount Locke:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
John R. Lavis General Contractor, Inc., El Paso, Texas	\$175,925	5%
Oasis Builders, Inc., Kermit, Texas	184,900	5%
R. R. Construction Co., Fort Davis, Texas <i>Stark</i>	167,500	5%

A resolution was passed by the 65th Texas Legislature instructing The University of Texas at Austin to construct a Visitors Information Center. In April 1978 approval of the Board was given for the construction of the Visitors Information Center at an estimated total project cost of \$250,000.

31. HOUSTON HEALTH SCIENCE CENTER: FLOOD PROTECTION PROJECT - RECOMMENDED AWARD OF CONTRACT TO PELTIER BROTHERS CONSTRUCTION, INC., HOUSTON, TEXAS, AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board:

- a. Award a construction contract for the Houston Health Science Center Flood Protection Projects to the lowest responsible bidder, Peltier Brothers Construction, Inc., Houston, Texas, in the amount of the base bid of \$213,800
- b. Authorize a total project cost of \$230,000 to cover the recommended construction contract award, fees and related project expenses
- c. Appropriate funds in the amount of \$230,000 for the total project funding from Houston Health Science Center Unexpended Plant Funds as an advance pending receipt of applicable federal disaster recovery funds.

AB

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on September 16, 1977, bids were called for and were received, opened and tabulated on July 19, 1979, as shown below for the Flood Protection Projects at the Houston Health Science Center:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
E.B.L., Inc., Alief, Texas	\$224,000	5%
Lebco, Inc., Houston, Texas	222,600	5%
Peltier Brothers Construction, Inc., Houston, Texas	213,800	5%

To meet the requirements of the Texas Medical Center Flood Control Plan, this project provides earth berms, concrete retaining walls and backwater valves with an internal pumping system to protect the Graduate School of Biomedical Sciences, the adjacent electrical substation serving the School of Public Health, and the Speech and Hearing Institute building.

32. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - REMODELING OF EXISTING JOHN SEALY HOSPITAL (ORIGINAL BUILDING) - REMODELING OF DIETARY AREAS, STAGE 1 (PROJECT NO. 601-296) - RECOMMENDED AWARD OF CONTRACT TO JOHN GRAY COMPANY, INC., GALVESTON, TEXAS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Award a construction contract for Remodeling of Dietary Areas, Stage 1 in the Original Building of the John Sealy Hospital to the lowest responsible bidder, John Gray Company, Inc., Galveston, Texas, in the amount of the base bid of \$267,837
- b. Authorize a total project cost of \$369,874 to cover the recommended construction contract award, equipment, air balancing, fees and related project expenses
- c. Appropriate funds in the amount of \$369,874 from Medical Branch Unexpended Plant Funds - Project Allocation to provide for the total project cost of Stage 1, Remodeling of Dietary Areas of the Original John Sealy Hospital Building.

2/27/80
Feb 27
John Gray

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 9, 1979, bids were called for and were received, opened and tabulated on July 19, 1979, as shown below for the Remodeling of Dietary Areas, Stage 1, in the Original Building of the John Sealy Hospital at the Galveston Medical Branch.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
C & H Construction, Inc., Galveston, Texas	\$332,923	5%
John Gray Company, Inc., Galveston, Texas	267,837	5%

Future contract awards for additional stages of the Dietary Remodeling will be recommended when the sequenced remodeling is continued.

The Board should be aware that a late bid was submitted. Approximately two minutes after receipt of bids was closed, and after opening and reading of the first bid, a representative for Wexford Construction Company delivered a bid. The bid was received but not accepted. It was given, unopened, into the custody of the Architect, who still has the bid in his possession and will bring the unopened bid to the Board meeting.

By telephone call, and by letter, the Contractor has since asked that the Board consider his bid although acknowledging that it was late, by any strict interpretation. Mr. Kristoferson informed the Contractor that only the Board could reject his bid and that, if the Contractor so desired, he would bring the matter to the Board's attention. Mr. Kristoferson gave the Contractor no assurance that the Board would consider his bid.

Attached hereto is a copy of the Contractor's letter asking that the Board consider his bid. If it is so desired, the Contractor's actual bid can be opened in the Board's presence to confirm the information contained in the Contractor's letter.

Although it would be highly unusual to do so, the Board could probably consider the Contractor's bid for the following reasons. First, it was submitted so soon after receipt of bids that it would have been impossible for the Contractor to have based his bid upon the results announced in the bid opening and thereby subvert the competitive bid process. Second, the invitation to bid gives the Board the right to waive formalities; this brief lateness might be considered a formality.

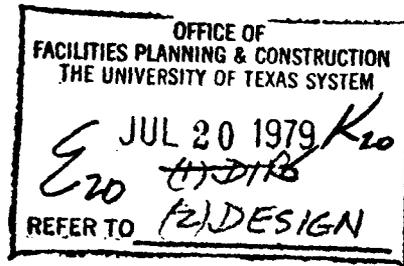
The Board may also wish to consider rejecting all bids and re-advertising the project. Since the Architect's final estimate for the work was \$217,000 there may be merit in this alternative.

Wexford Construction Company



3400 BISSONNET □ HOUSTON, TEXAS 77005 □ TELEPHONE (713) 667-2430 □ CABLE: KELLYCOVER

July 19, 1979



Mr. R. S. Kristoferson
University of Texas Facilities
Planning and Construction
210 West 6th Street
Austin, TX 78701

RE: Remodeling of Dietary Facilities
University of Texas
Galveston, Texas

Dear Mr. Kristoferson:

Per your conversation of this date with our Mr. Paul Parker, we hereby request that our bid on the referenced project be submitted to the Board of Regents on July 25, 1979 for their consideration.

We do not feel that we were late for the bid opening; however, we realize that the official clock rules. In view of the fact that our bid of \$191,655.00 (see attached copy) on this project is substantially lower than the lowest bid opened, we certainly hope that it would be considered for approval.

By copy of this letter to Mr. Dick Atmar of Page, Southerland, Page Architects, I am requesting that he forward our unopened proposal to your office.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'J. Fletcher Kelly'.

J. Fletcher Kelly
President

JFK/lw

cc: Mr. Dick Atmar

P R O P O S A L

BUILDING FOR

THE UNIVERSITY OF TEXAS AT

GALVESTON, TEXAS

DATE: July 19, 1979

PROPOSAL OF: Wexford Construction Company (name)

3400 Bissonnet, Suite 200, Houston, Texas 77005
(address)

TO DAN C. WILLIAMS, CHAIRMAN
THE BOARD OF REGENTS
THE UNIVERSITY OF TEXAS SYSTEM
AUSTIN, TEXAS

Dear Sir:

Having carefully examined the UNIFORM GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and SPECIAL CONDITIONS, the Specifications and Plans, and addenda to the plans and specifications, as prepared by Page Southerland Page the Architect on this project, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the above Documents for the following sum:

BASE BID - GENERAL CONTRACT

One Hundred Ninety-One Thousand Six Hundred Fifty-Five & 00/100 DOLLARS (\$191,655.00).

The above Bid also includes General Contract Construction Contingency Allowance in the amount of: \$ 10,000.00. This is a lump sum amount from which changes are to be paid in accordance with Article XI of the Uniform General Conditions and the Supplementary General Conditions.

It is intended that the work covered by these allowances will be done within this contract under the supervision of the General Contractor and/or his Subcontractors. At appropriate times, instructions and specific dollar amounts, expected to be approximately equal to each allowance, will be incorporated into the Contract by Change Orders. No markup for the General Contractor or Subcontractors will be included in such Change Orders. All outside expenses, overhead and profit connected with work contemplated in these allowances shall be included in the Base Bid. In the event of overrun of an allowance, a total markup of 5% will be permitted on the difference between the stated allowance and the final price. In the event of an underrun of an allowance, the difference will be deducted from the Contract Price by Change Order.

NOTE: Amount shall be shown in both written figure and form. In case of discrepancy between the written amount and the figure, the written amount will govern.

The undersigned further agrees, if awarded the contract, to complete all work as outlined by the plans and specifications by 100 calender days.

Receipt is hereby acknowledged of the following addenda;

No. 1 No. 2* No. 3* No.

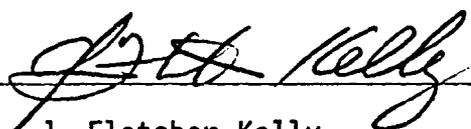
The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$200.00 for each calendar day after the completion date that the work remains incompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

The undersigned agrees, if awarded the Contract, to execute Contract and Bonds within ten (10) days after notification of award and to commence work within ten (10) days from date of Work Order from the Owner.

The undersigned further agrees that the Certified Check or Bond Payable to the Board of Regent, The University of Texas System, accompanying this proposal is left in escrow with the Director of the Office of Facilities Planning and Construction, The University of Texas System; that its amount is a measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bond, and that if the undersigned defaults in executing that Agreement and/or in furnishing the Performance Bond within ten (10) days of written notification of the award of the Contract to him, then the check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof.

Respectfully submitted.


By J. Fletcher Kelly
Title President

3400 Bissonnet, Suite 200, Houston
(Business Address)

(SEAL: If bid is by a corporation.)

- *2. Verbal Addendum received from Dick Atmar (Page, Southerland, Page Architects) revising elevations L, M Sheet 202 to single lites.
- *3. Verbal Addendum received from Dick Atmar (Page, Southerland, Page Architects) deleting hook-up of all Owner furnished equipment except sinks.

THE UNIVERSITY OF TEXAS

Fill in the applicable information:

A Corporation, chartered in the State of Texas,
authorized to do business in the State of Texas,

A partnership, composed of _____ and,
_____, and _____.

An individual, operating under the name of: _____
_____.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Fly

Date: July 26, 1979

Time: Following the meeting of the Academic and Developmental Affairs Committee unless the Buildings and Grounds Committee does not finish its business on July 25 and reconvenes on July 26

Place: Fourth Floor, John Peace Library
U. T. San Antonio

	<u>Page</u> <u>HAC</u>
1. U. T. Austin: Proposed Affiliation Agreements with:	4
a. Lutheran General Hospital San Antonio, Texas	
b. Nix Hospital, Inc. San Antonio, Texas	
2. U. T. Austin: Proposed Affiliation Agreement with Texas Department of Mental Health and Mental Retardation, Austin, Texas	4
3. U. T. El Paso: Proposed Affiliation Agreement with El Paso Doctors Hospital, El Paso, Texas	11
4. U. T. El Paso: Proposed Affiliation Agreement with St. Joseph Hospital, El Paso, Texas	11
5. U. T. San Antonio: Proposed Affiliation Agreements with:	18
a. Shoal Creek Hospital Austin, Texas	
b. Gonzales Warm Springs Rehabilitation Hospital, Inc. Gonzales, Texas	
c. High Plains Baptist Hospital Amarillo, Texas	
6. Dallas Health Science Center: Proposed Appointment to W. B. Carrell Professorship of Orthopedic Surgery	18

	<u>Page</u> <u>HAC</u>
7. Dallas Health Science Center: Proposed Affiliation Agreements with:	19
a. Brookhaven Medical Center Farmers Branch, Texas	
b. Lake Worth Investments, Inc. (Lake Worth Nursing Home) Fort Worth, Texas	
c. Jarvis Heights Nursing Center, Inc. Fort Worth, Texas	
d. Luxton Nursing Center, Inc. Fort Worth, Texas	
e. Notre Dame Vocational Center Irving, Texas	
8. Galveston Medical Branch: Proposed Affiliation Agreement with Galveston County Health District, LaMarque, Texas	19
9. Galveston Medical Branch: Proposed Affiliation Agreements with:	26
a. Shoal Creek Hospital Austin, Texas	
b. United Cerebral Palsy of Texas, Inc. Austin, Texas	
c. High Plains Baptist Hospital Amarillo, Texas	
d. St. Anthony Center Houston, Texas	
e. Medenco, Inc. Houston, Texas	
10. Houston Health Science Center: Proposed Affiliation Agreements with:	26
a. Gulf Coast Metropolitan Senior Citizens Services, Inc. Houston, Texas	
b. Houston Cardiovascular Rehabilitation Center Houston, Texas	
c. Texas Department of Human Resources, Region II Houston, Texas	

- | | |
|--|-----------|
| 11. Houston Health Science Center (School of Allied Health Sciences): Request to Seek Permission from Coordinating Board to Establish Program for Bachelor of Science in Radiologic Sciences (Catalog Change) | 27 |
| 12. San Antonio Health Science Center: Proposed Affiliation Agreement with Santa Rosa Medical Center, San Antonio, Texas | 27 |
| 23. University Cancer Center: Request to Establish The President's Council and The President's Associates as Private Fund Development Recognition Groups | 33 |

NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by an attorney of the Office of General Counsel unless otherwise indicated and are based on the model agreement adopted December 16, 1977, unless the document is included.

1. U. T. Austin: Proposed Affiliation Agreements with (a) Lutheran General Hospital, San Antonio, Texas and (b) Nix Hospital, Inc., San Antonio, Texas.--

RECOMMENDATION

President Rogers and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas at Austin and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
a. Lutheran General Hospital San Antonio, Texas	June 13, 1979
b. Nix Hospital, Inc. San Antonio, Texas	June 13, 1979

PURPOSE

Each of these agreements will provide facilities for health care related educational experiences for students at U. T. Austin.

2. U. T. Austin: Proposed Affiliation Agreement with the Texas Department of Mental Health and Mental Retardation, Austin, Texas.--

RECOMMENDATION

It is recommended by President Rogers and Chancellor Walker that approval be given to the following affiliation agreement (Pages HAC 5 - 10) by and between The University of Texas at Austin and the Texas Department of Mental Health and Mental Retardation, Austin, Texas. The agreement was executed by the appropriate officials on April 27, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will provide health care related educational experiences for students at U. T. Austin.

EDUCATIONAL EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made the 27th day of April, 1979,
by and between The University of Texas at Austin ("University"),
a component institution of The University of Texas System,
("System"), and Texas Department of Mental Health and Mental
Retardation ("Facility"), an agency of the State of Texas,
having its principal office at 909 West 45th Street, Austin,
State of Texas.

WITNESSETH:

WHEREAS, Facility now operates mental health facilities
located at various points throughout the State of Texas, and
therein provides mental health care services for persons in
need of such services; and University provides an academic pro-
gram related to mental health care; and,

WHEREAS, University periodically desires to provide
mental 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 Facility; and,

WHEREAS, Facility is committed to a goal of encourag-
ing persons engaged in mental health related work to become
acquainted with the delivery of mental health services, and
believes that achievement of such goal can best be accomplished
by affording students the opportunity to participate in
meaningful educational experiences through utilization of
appropriate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives,

University and Facility 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 Facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "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 Facility and University, and approved in writing by the Chancellor of The University of Texas System.

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, the Affiliation Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and

executed by the duly authorized representatives of Facility and University, and approved by the Chancellor of the University of Texas System.

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

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and to certify such compliance to the 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 Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint, after consultation with University, a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program, and to furnish to University in writing the name of such person.

6. University hereby agrees:

(a) To furnish Facility with the names of

the students assigned by University to participate in the program.

(b) To assign for participation in the Program only those students who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion.

(c) To designate, after consultation with the facility in which the program is to be implemented, a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility 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 the 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 representatives of the parties, and approved by the Board of Regents of the University of Texas System.

9. No oral representations of any officer, agent,

or employee of Facility or The University of Texas 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 occurrences 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. 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 Facility and University, and after such initial term, from year to year unless one party shall have given thirty (30) days' prior 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 thirty (30) 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 Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY

By Lorane L. Rogers
President

CONTENT APPROVED:

[Signature]
Chancellor of the System

[Signature]
Vice Chancellor for Academic Affairs
(System)

FORM APPROVED:

[Signature]
General Counsel of the System

FACILITY

By [Signature], MD
(Title) Commissioner TDMHR

ATTEST:

[Signature]
(Title)

CERTIFICATE 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 _____, 197__.

Secretary, Board of Regents
The University of Texas System
BETTY ANNE THIEDFORD

3. U. T. El Paso: Proposed Affiliation Agreement with El Paso Doctors Hospital, El Paso, Texas.--

RECOMMENDATION

It is recommended by President Templeton and Chancellor Walker that approval be given to the affiliation agreement by and between The University of Texas at El Paso and El Paso Doctors Hospital, El Paso, Texas. The agreement was executed by the appropriate officials on May 3, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will provide facilities for health care related educational experiences for students at U. T. El Paso.

4. U. T. El Paso: Proposed Affiliation Agreement with St. Joseph Hospital, El Paso, Texas.--

RECOMMENDATION

It is recommended by President Templeton and Chancellor Walker that approval be given to the affiliation agreement set out on Pages HAC 12-17 by and between The University of Texas at El Paso and St. Joseph Hospital, El Paso, Texas. The agreement was executed by the appropriate officials on June 4, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will provide health care related educational experiences for students at U. T. El Paso.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 4 day of June, 1979, by and between The University of Texas at El Paso ("University"), a component institution of The University of Texas System, ("System"), and St. Joseph Hospital ("Facility"), a non-profit corporation organized and existing under the laws of the State of Texas having its principal office at 1155 Idaho, El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1155 Idaho, in the City of El Paso, State of Texas, and therein provides 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 Facility; and,

WHEREAS, Facility is committed to a goal of providing the best obtainable supply of personnel educated in the field of health care as being in the best interests of Facility, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives, University and Facility 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 Facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and

implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "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 Facility and University, and approved in writing by the Chancellor of The University of Texas System.

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 representatives of Facility and University, and approved by the Chancellor of The University of Texas System.

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

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility 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 Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility 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, Facility 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 Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility 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 Facility with the names of the students assigned by University to participate in the program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility 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 Facility.

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

the name of such faculty member.

(d) The University shall provide the Facility with the name of the insurance company with which each student and member of the faculty using the facility carries malpractice insurance. The Facility shall notify the University prior to January 15 and September 1, each year, of any special requirements for malpractice insurance as a condition of using the Facility as provided by this Agreement.

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 the 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 representatives of the parties, and approved by the Board of Regents of The University of Texas System.

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas 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. To the extent that the University is legally capable, the University shall indemnify and hold the Facility harmless for losses suffered by the affiliate due to injuries proximately caused a Third Party by the negligent acts of students or instructors during their training at the facility. Such indemnification shall not extend to losses suffered by the Facility due to injuries proximately caused a Third Party by the negligent acts of Facility personnel or persons not affiliated with the University.

To the extent that the University is legally capable, the University shall indemnify and hold the Facility harmless for losses incurred by Facility due to injuries suffered by students and instructors during the students'

training at the facility. Such indemnification shall not extend to losses suffered by the Facility due to injuries proximately caused by the negligent acts of Facility personnel or persons not affiliated with the University.

11. 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 occurrences beyond the control of either party.

12. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. 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 Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior 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 Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT EL PASO

By *A. B. Templeton*
A. B. Templeton, President

CONTENT APPROVED:

Ed [unclear]
Chancellor of the System

Ernest [unclear]
Vice Chancellor for Academic Affairs
(System)

DAN C. WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

FOR APPROVAL:
Robert [unclear]
General Counsel of the System

ATTEST:

Betty Anne Thiedford
(Title) *Cliff [unclear]*

ST. JOSEPH HOSPITAL

By *Jack F. Houghton*
Jack F. Houghton
Administrator & President

CERTIFICATE 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 _____, 197__.

Secretary, Board of Regents
The University of Texas System
BETTY ANNE THIEDFORD

5. U. T. San Antonio: Proposed Affiliation Agreements with (a) Shoal Creek Hospital, Austin, Texas; (b) Gonzales Warm Springs Rehabilitation Hospital, Inc., Gonzales, Texas; and (c) High Plains Baptist Hospital, Amarillo, Texas. --

RECOMMENDATION

President Wagener and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas at San Antonio and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents:

<u>Facility</u>	<u>Agreement Executed</u>
a. Shoal Creek Hospital Austin, Texas	April 30, 1979
b. Gonzales Warm Springs Rehabilitation Hospital, Inc. Gonzales, Texas	May 8, 1979
c. High Plains Baptist Hospital Amarillo, Texas	May 16, 1979

PURPOSE

Each of these agreements will provide facilities for health care related educational experiences for students at U. T. San Antonio.

6. Dallas Health Science Center: Proposed Appointment to W. B. Carrell Professorship of Orthopedic Surgery. --

RECOMMENDATION

President Sprague and Chancellor Walker recommend the appointment of Dr. Vert Mooney, Professor and Chairman, Division of Orthopedic Surgery, to be appointed to the W. B. Carrell Professorship of Orthopedic Surgery.

(See recommendation to name this professorship on Page L & I - 14 of this Agenda.)

BACKGROUND INFORMATION

Dr. Mooney received his undergraduate education at Princeton University and his M.D. from Columbia University College of Physicians and Surgeons. He completed his residency in orthopedic surgery at the University of Pittsburgh Hospital. Dr. Mooney joined the faculty of the Dallas Health Science Center in October 1977. His special interest is in rehabilitation. Since joining the faculty of the Dallas Health Science Center, he has strengthened their program in rehabilitation, and has assisted in the development of similar programs at the Scottish Rite Hospital and at the Caruth Hospital of the Dallas Rehabilitation Institute. He has recruited an outstanding person for the development of an orthotics and prosthetics laboratory and has implemented a spinal pain clinic at the Dallas Rehabilitation Institute. In summary, he has brought a new dimension to the activities of the Division of Orthopedic Surgery. This has enhanced the total educational efforts of the Dallas Health Science Center and has provided the Dallas region with a variety of services not previously available.

7. Dallas Health Science Center: Proposed Affiliation Agreements with (a) Brookhaven Medical Center, Farmers Branch, Texas; (b) Lake Worth Investments, Inc. (Lake Worth Nursing Home), Fort Worth, Texas; (c) Jarvis Heights Nursing Center, Inc., Fort Worth, Texas; (d) Luxton Nursing Center, Inc., Fort Worth, Texas; and (e) Notre Dame Vocational Center, Irving, Texas. --

RECOMMENDATION

President Sprague and Chancellor Walker recommend approval of affiliation agreements by and between The University of Texas Health Science Center at Dallas and the following facilities. The agreements were all executed by the appropriate officials on May 8, 1979, to be effective upon approval by the Board of Regents.

Facility

- a. Brookhaven Medical Center
Farmers Branch, Texas
- b. Lake Worth Investments, Inc. (Lake Worth Nursing Home)
Fort Worth, Texas)
- c. Jarvis Heights Nursing Center, Inc.
Fort Worth, Texas
- d. Luxton Nursing Center, Inc.
Fort Worth, Texas
- e. Notre Dame Vocational Center
Irving, Texas

PURPOSE

These Agreements will facilitate educational programs for allied health students.

8. Galveston Medical Branch: Proposed Affiliation Agreement with Galveston County Health District, LaMarque, Texas. --

RECOMMENDATION

It is recommendation by President Levin and Chancellor Walker that approval be given to the following affiliation agreement (Pages HAC 20-25) by and between The University of Texas Medical Branch at Galveston and the Galveston County Health District, LaMarque, Texas. The agreement is identical to the standard form approved by the Board of Regents at the December 16, 1977 meeting except for the addition of one sentence in subparagraph (c) of paragraph 6.

PURPOSE AND BACKGROUND
INFORMATION

The Galveston County Health District operates three coordinated community clinics located at two sites on Galveston Island and at one site in LaMarque. This affiliation agreement will provide additional educational opportunities for Medical Branch students and resident physicians.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 197____, by and between the University of Texas Medical Branch at Galveston _____ ("University"), a component institution of The University of Texas System, ("System"), and Galveston County _____ Health District _____ ("Facility"), a Governmental Agency created pursuant to Article 447a, V.T.C.S. _____ having its principal office at 1207 Oak _____ La Marque _____, State of Texas _____.

WITNESSETH:

WHEREAS, Facility now operates Coordinated Community Clinics facilities located at 4421 Avenue M(Galveston)4202 Avenue Q(Galveston),1207 Oak(LaMarque) in the Cities of Galveston and La Marque _____, State of Texas _____, and therein provides 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 Facility; and,

WHEREAS, Facility is committed to a goal of providing the best obtainable supply of personnel educated in the field of health care as being in the best interests of Facility, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of Facility; and,

WHEREAS, in order to accomplish such objectives, University and Facility 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 Facility;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "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 Facility and University, and approved in writing by the Chancellor of The University of Texas System.

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 representatives of Facility and University and approved by the Chancellor of The University of Texas System.

5. Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Facility hereby agrees to furnish the premises, personnel, services, and all other things necessary for the

Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility 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 Facility pursuant to this Agreement as are necessary for accreditation evaluation.

(c) To appoint a person to serve for Facility 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, Facility 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 Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility 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 Facility with the names of the students assigned by University to participate in the program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility 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 Facility.

(c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member. In the event the Liaison becomes unacceptable to the Facility after appointment, the Facility so notifies the University in writing, University will appoint another person to serve as Liaison.

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 representatives of the parties, and approved by the Board of Regents of The University of Texas System.

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas 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 occurrences 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. 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 Facility and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior 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 Facility on the day and year first above written, in duplicate copies, each of which shall be deemed an original.

UNIVERSITY:

By William C. Levin
President

CONTENT APPROVED:

By Edward M. Brandt Jr.
Vice Chancellor for Health Affairs

FORM APPROVED:

[Signature]
General Counsel of the System

By [Signature]
Chancellor

By _____
Chairman of the Board of Regents
DAN C. WILLIAMS, CHAIRMAN
Board of Regents of
The University of Texas System

FACILITY:

ATTEST:

By [Signature]

Chairman, Galveston County Health Board
(Title)

(Title)

CERTIFICATE 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 _____, 197__.

Secretary, Board of Regents
The University of Texas System
BETTY ANNE THIEDFORD

9. Galveston Medical Branch: Proposed Affiliation Agreements with (a) Shoal Creek Hospital, Austin, Texas; (b) United Cerebral Palsy of Texas, Inc., Austin, Texas; (c) High Plains Baptist Hospital, Amarillo, Texas; (d) St. Anthony Center, Houston, Texas; and (e) Medenco, Inc., Houston, Texas. --

RECOMMENDATION

President Levin and Chancellor Walker recommend approval of affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities. The agreements were executed by the appropriate officials to be effective when approved by the Board of Regents:

- | <u>Facility</u> |
|--|
| a. Shoal Creek Hospital
Austin, Texas |
| b. United Cerebral Palsy of Texas, Inc.
Austin, Texas |
| c. High Plains Baptist Hospital
Amarillo, Texas |
| d. St. Anthony Center
Houston, Texas |
| e. Medenco, Inc.
Houston, Texas |

PURPOSE

These affiliation agreements will benefit students in the School of Allied Health Sciences.

10. Houston Health Science Center: Proposed Affiliation Agreements with (a) Gulf Coast Metropolitan Senior Citizens Services, Inc., Houston, Texas; (b) Houston Cardiovascular Rehabilitation Center, Houston, Texas; and (c) Texas Department of Human Resources, Region II, Houston, Texas. --

RECOMMENDATION

President Bulger and Chancellor Walker recommend approval of affiliation agreements by and between The University of Texas Health Science Center at Houston and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents:

- | <u>Facility</u> | <u>Agreement Executed</u> |
|---|---------------------------|
| a. Gulf Coast Metropolitan Senior Citizens Services, Inc.
Houston, Texas | April 23, 1979 |
| b. Houston Cardiovascular Rehabilitation Center
Houston, Texas | June 1, 1979 |
| c. Texas Department of Human Resources, Region II
Houston, Texas | May 25, 1979 |

11. Houston Health Science Center (School of Allied Health Sciences): Request to Seek Permission from Coordinating Board to Establish Program for Bachelor of Science in Radiologic Sciences (Catalog Change). --

RECOMMENDATION AND BACKGROUND INFORMATION

President Bulger and Chancellor Walker recommend approval of a proposed degree program for a Bachelor of Science in Radiologic Sciences, to be offered by the School of Allied Health Sciences at the Houston Health Science Center. The Bachelor of Science program is an extension of the existing certificate program in Radiologic Technology Education. This certificate program is 24 months in length. The proposed program would combine this radiologic technique education with a liberal arts foundation. The student would be required to have 90 quarter hours or 60 semester hours and then a liberal arts education, with some required courses consisting of about 40 quarter hours and 30 semester hours. The student would then complete the 97 quarter hours in the School of Allied Health Sciences in radiologic technique and coursework.

The curriculum is complete and covers a vast array of subjects, i.e., gross anatomy through emergency health care and health care delivery assistance. The only other program like this in existence in the State of Texas is at Midwestern University in Wichita Falls, Texas. The proposed enrollment would be 8 students in the first year, which would be 1980-81, increasing to 20 students by the third year. The source of these expected students would be from the Radiologic Technician program at The University of Texas Health Science Center at Houston and other accredited programs of similar nature. In addition to this, other technicians already working in the area would apply. The goal of this program is to provide leaders and educators for schools of allied health sciences and radiologic technology certificate programs with the proper faculty and instructors. The document has supporting letters from technician programs, and the budget is reasonable.

This program requires approval of the Coordinating Board and, if so approved, will necessitate a catalog change.

Secretary's Note: If this recommendation is approved, the minute order will reflect that after the change is approved by the Coordinating Board, the next appropriate catalog published will be amended to conform.

12. San Antonio Health Science Center: Proposed Affiliation Agreement with Santa Rosa Medical Center, San Antonio, Texas. --

RECOMMENDATION

President Harrison and Chancellor Walker recommend that approval be given to the affiliation agreement set out on Pages HAC 28-32 by and between The University of Texas Health Science Center at San Antonio and Santa Rosa Medical Center, San Antonio, Texas. The agreement was executed by the appropriate officials on June 27, 1979, to be effective upon approval by the Board of Regents.

BACKGROUND INFORMATION

On June 27, 1969, an affiliation was entered into between the Board of Regents and the Santa Rosa Medical Center of San Antonio, which has been a most successful affiliation for the education and training of our medical students and residents. This affiliation agreement was for a term of 10 years and did not provide for automatic extension. Since the affiliation agreement had been very satisfactory to both parties, we see no reason to change the substance of the affiliation except to extend the date for another 10 years.

AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This AGREEMENT made and entered into this 27th day of June, 1979, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University," and the SANTA ROSA MEDICAL CENTER of San Antonio, hereinafter sometimes called "Hospital," WITNESSETH:

WHEREAS, during the past half century advances in medicine have been more significant and rapid than in any other previous period of history, and over the past two decades the pace has increased dramatically and appears to be accelerating; and

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Hospital agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of San Antonio, Texas, and the Southwest a program of excellence in medical education and also share the desire to coordinate all medical care resources for the benefit of improved patient care and the further development of San Antonio as a medical center:

NOW, THEREFORE, with these objectives in mind and with an intent to develop both institutions to the maximum extent consistent with the interests of each, University and Hospital hereby agree as follows:

1. EXTENT OF AFFILIATION AT THE DEPARTMENTAL LEVEL

The purpose of this agreement is to establish a broad framework of policy to facilitate cooperation between University and Hospital. It is agreed that the initiative for establishing definitive relationships will be vested in the respective department heads of the departments within institutions of University and the corresponding departments or division of Hospital. It is further understood that individual departments of University may or may not establish affiliations

with Hospital, depending upon their needs and circumstances and subject to appropriate action by the respective governing bodies.

2. PROVISION FOR FACULTY APPOINTMENTS FOR HOSPITAL STAFF MEMBERS

Both parties agree that academic status is a strong inducement for attracting well qualified individuals for teaching positions at Hospital, and that academic appointment made by University for individuals in full-time key positions at Hospital should include tenure or assurances of continuation of employment, if possible. This will be granted on an individual basis subject to the approval of University and Hospital. In order to achieve satisfactory financial arrangements, the fiscal alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointment:

Guarantee by Hospital for all future salary costs for any tenure appointments by University

There will be a contract negotiated between the individual physician and Hospital with the approval of the University, whereby Hospital will guarantee to pay University the salary provided by said contract. These payments would continue as long as University is required to maintain these personnel under the terms of said contract.

(2) Qualified Tenure Appointment:

Guarantee by Hospital of the future salary costs for a limited term tenure appointment of a period of time to be agreed upon following termination or discontinuation of a hospital position

Under this agreement the faculty member would receive a tenure guarantee covering a period of time to be contracted for between Hospital and physician, and so long as the physician occupies

a full-time faculty position at University. Thus, if his position were discontinued at Hospital, he would receive salary from Hospital for the period agreed upon, but only if he continued as a full-time faculty member of University.

(3) Hospital Staff without Compensation:

Rules and procedures established by Hospital will be used in appointment of medical staff of Hospital without teaching assignment, faculty designation, or compensation through University.

(4) Hospital Staff with Partial Compensation and/or University Faculty Appointment:

Mutual agreement between Hospital and University is required for appointment in either category in this section with definition of faculty title, duties, amount of compensation (if any), and term of appointment (annual unless otherwise agreed upon).

3. COMPENSATION ARRANGEMENTS FOR FULL-TIME FACULTY

Physicians employed full time by University and based at Hospital with academic appointments will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust fund and used to develop medical education and research. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Hospital will provide research facilities for physicians who are geographically full time on its campus. Research projects at Hospital may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the departmental level. At least annually, and more frequently if necessary, a group representing each institution shall review and discuss over-all relationships and policies and other matters of common concern.

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious and cannot be resolved, dissolution of the agreement may be indicated. Effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

It is agreed that Santa Rosa Medical Center shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institution, selection of the directing head of the Hospital and the determination of the acceptability and desirability of Hospital professional staff.

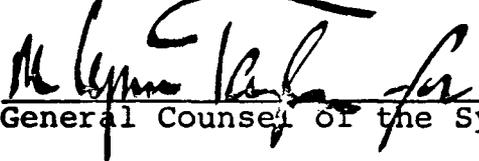
This agreement shall be for a term of ten (10) years from and after its effective date and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

EXECUTED by the parties on the day and year first above written.

UNIVERSITY

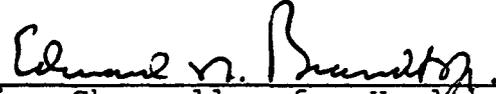
By: _____
President
The University of Texas Health
Science Center at San Antonio

FORM APPROVED:



General Counsel of the System

CONTENT APPROVED:

Chancellor of the System


Vice Chancellor for Health Affairs

FACILITY

ATTEST:

By: _____
Executive Director
Santa Rosa Medical Center
and Chairman of the Board

CERTIFICATE 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 _____, 1979.

Secretary, Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

HEALTH AFFAIRS COMMITTEE

July 25-26, 1979

CORRECTION

Please note that the Item No. 23 on Page HAC - 33 is numbered incorrectly. It should actually be numbered "13."

23. University Cancer Center: Request to Establish The President's Council and The President's Associates as Private Fund Development Recognition Groups. --

RECOMMENDATION

President LeMaistre, Chancellor Walker and The University Cancer Foundation Board of Visitors recommend approval for the establishment of The President's Council of The University of Texas System Cancer Center and The President's Associates of The University of Texas System Cancer Center to recognize and show appreciation to those who have participated in the private fund development programs of the University Cancer Center.

BACKGROUND INFORMATION

President LeMaistre's letter dated June 20, 1979,* set forth below, details the membership qualifications and organizational structure for these two donor recognition groups. In summary, The President's Council will be a lifetime membership group composed of donors whose individual cumulative gifts have been \$15,000 or more, while The President's Associates will require an annual donation of at least \$500 with emphasis on gifts for unrestricted purposes. The activation of both of these groups will provide a mechanism to recognize donors and to encourage their continued participation in the private fund development programs of the University Cancer Center.

* (See Pages HAC 34-35 for President LeMaistre's letter of June 20, 1979.)



THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

M. D. Anderson Hospital and Tumor Institute
Texas Medical Center Houston, Texas 77030

Office of the President

June 20, 1979

Chancellor E. D. Walker
The University of Texas System
601 Colorado Street
Austin, Texas 78702

Dear Chancellor Walker:

Upon the recommendation of The University Cancer Foundation Board of Visitors, the University Cancer Center seeks approval of the Board of Regents to establish two new donor groups to be known as "The President's Council of The University of Texas System Cancer Center", and "The President's Associates of The University of Texas System Cancer Center."

Below is the plan for each organization:

THE PRESIDENT'S COUNCIL

- I. Name: The President's Council of The University of Texas System Cancer Center
- II. Purposes:
 - A. To recognize and show appreciation to those persons who have demonstrated generosity, loyalty, and devotion to The University of Texas System Cancer Center, including M. D. Anderson Hospital & Tumor Institute.
 - B. To establish an organization whose members will be active in promoting the welfare of the University Cancer Center.
 - C. To create a donor group which will be considered an exemplar of substantial giving to the University Cancer Center.
- III. Qualifications for Membership:
 - A. Membership to The President's Council is considered a lifetime membership based upon contributions to the University Cancer Center, as follows:
 1. Cumulative donations amounting to \$15,000 or more.
 2. A \$25,000 deferred gift by means of bequest, life insurance, remainder interest, or other deferred-giving instruments.
 - B. Membership may be held by an individual, jointly held by husband and wife, by a foundation, organization, corporation (individuals will be selected to represent organizations and corporations).

- C. Those who have donated to the University Cancer Center prior to the establishment of The President's Council and who qualify will be considered for membership.
- D. A corporation gift matching an individual's gift will be counted toward qualifying the individual for membership.
- E. Persons who have fulfilled their requirements for membership in the Council will be encouraged to maintain a regular program of giving.

THE PRESIDENT'S ASSOCIATES

- I. Name: The President's Associates of The University of Texas System Cancer Center.
- II. Purposes:
 - A. To encourage annual contributions to the University Cancer Center with special emphasis upon the development of new, unrestricted gifts.
 - B. To recognize and show appreciation to those who demonstrate their loyalty and devotion to the University Cancer Center through their membership.
 - C. To create an organization whose members will be active in promoting the welfare of the University Cancer Center.
- III. Qualifications of Membership:
 - A. Memberships are renewable each year through an annual gift to the University Cancer Center of \$500 or more.
 - B. Membership may be held by an individual, jointly by husband and wife, or by a corporation, organization or foundation (an individual will be selected as a representative).
 - C. A corporation gift matching an individual's gift will count toward qualifying the individual for membership.
 - D. The matching gift does not qualify a corporation for membership.
 - E. Specified prepayments (i.e., \$1,000.00 for two years or \$5,000.00 for ten years) will be accepted only if donor specifies the gift as "prepayments".
 - F. Gifts made prior to the beginning of the program will not qualify the donor for membership.

Enclosed is the agenda material^{*} presented to The University Cancer Foundation Board of Visitors at the Annual Spring Meeting of May 11-12, 1979. At that time, the Board unanimously approved The President's Council and The President's Associates. The presentation of the donor recognition groups is included under Tab H. Thank you for your consideration of these recommendations.

Sincerely yours,

Charles LeMaistre
 Charles A. LeMaistre, M.D.
 President

*The enclosed material is a repeat of the contents of this letter.

Land & Investment Committee

LAND AND INVESTMENT COMMITTEE
Committee Chairman Hay

Date: July 26, 1979

Time: Following the Meeting of the Health Affairs Committee

Place: Fourth Floor, John Peace Library
U. T. San Antonio

Page
L & I

I. Permanent University Fund

A. Investment Matters

1. Report on Clearance of Monies to Permanent University Fund for May 1979 and Report on Oil and Gas Development 4
2. System Administration - Permanent University Fund Investment Advisory Committee: Proposed Reappointment of Member for Five Year Term 5

B. Land Matters

1. Proposed Amendment of Standard Forms - University Lands (Power and Telephone Lines Easement and Permit for Exploration with Geophysical Instruments) 5
2. Easements and Surface Leases, Material Source Permits, Brine Production Lease, Water Contract and Assignment of Easement
 - a. Easements and Surface Leases Nos. 4927-4955 6
 - b. Material Source Permits Nos. 578 and 579 9
 - c. Brine Production Lease No. 14 9
 - d. Water Contract No. 173 9
 - e. Assignment of Easement No. 3488 9

II. Trust and Special Funds

A. Gifts, Bequests and Estates

1. U. T. Austin (Department of Geological Sciences): Recommendation to Establish a Named Fund 10
2. U. T. Austin: Recommendation to Establish International Geological Map Library Fund within the Geology Foundation 10

3. U. T. Austin: Request to (a) Accept Bequest Under Will of Pilda F. Rosene Lund; (b) Establish the E. J. Lund Founder's Fund; and (c) Join Hamline University in Sale by Competitive Bids of Real Property in Block 82, Austin, Travis County, Texas 11
 4. U. T. Austin: Request to Accept Gift and to Establish Named Scholarships in Greek and Latin 11
 5. U. T. Austin: Recommendation to Accept Tender Offer of 1.65 Acres of Land and to Establish Fund for Alternative Energy Research and Development (NO PUBLICITY) 12
 6. U. T. Austin: Request to Establish an Endowed Presidential Scholarship 13
 7. U. T. Austin: Request to Establish Named Professorship in Project Management in College of Engineering 13
 8. Dallas Health Science Center: Recommendation that the Professorship in Orthopedics at Southwestern Medical School, Supported by Annual Contributions from Texas Scottish Rite Hospital, be Officially Named 14
 9. Galveston Medical Branch: Request to Accept Gift and to Establish the Galveston County Medical Society Endowment Fund 14
 10. University Cancer Center (M. D. Anderson): Recommendation to Accept Bequest Under Will of William B. Baylor and to Authorize Executor to Sell Real Property in Terrell, Kaufman County, Texas 14
- B. Real Estate Matters
1. U. T. System - Hogg Foundation - Thomas E. Hogg Fund: Proposed Oil and Gas Lease to William R. Bullen, Jr., on 112.88 Acres in St. Mary Parish, Louisiana 15
 2. U. T. Austin - L. D., Marie & Edwin Gale Professorship in Judaic Studies: Proposal to Sell Real Property in Charles Felder League, Hardin County, Texas 15
 3. U. T. El Paso - Frank B. Cotton Estate: Recommendation to Advertise for Sealed Bids for Oil and Gas Leases on Land in Hudspeth County, Texas 16

4. U. T. El Paso - Josephine Clardy Fox Fund: Proposal to Renew Lease to Texaco Inc. Covering Property at 5000 Paisano, El Paso, Texas 16
5. University Cancer Center (M. D. Anderson) - Bud Johnson Estate for General Purposes: Proposal to Sell Land in Charles Mason and Mandred Wood Surveys, Bastrop County, Texas 16
6. University Cancer Center (M. D. Anderson) - Estate of Olla S. Stribling: Proposed Sale of Stribling Ranch, Blanco County, Texas 17

III. Other Matters

- PUF and Trust and Special Funds: Report of Securities Transactions for Months of April and May 1979 17

* * * * *

FOUNDATION MATTERS

- Ima Hogg Foundation Agenda 17

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for May 1979 and Report on Oil and Gas Development.--The Executive Director for Investments and Trusts reports the following with respect to the Permanent University Fund for the month ending May 31, 1979, and Oil and Gas Development as of May 31, 1979:

<u>Permanent University Fund</u>	<u>May 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty			
Oil	\$4,229,569.64	\$32,111,189.16	\$29,262,710.13
Gas	2,682,700.46	21,800,931.29	28,013,785.93
Water	40,139.92	140,289.94	154,053.97
Salt Brine	2,848.23	24,172.88	31,388.50
Sulphur	46,686.75	433,965.08	432,808.44
Rental			
Oil and Gas Leases	250,331.46	1,861,705.29	1,169,524.13
Other	4,240.00	22,000.51	12,197.93
Miscellaneous	6,624.45	803,108.98	733,957.62
	<u>\$7,263,140.91</u>	<u>\$57,197,363.13</u>	<u>\$59,810,426.65</u>
Bonuses, Oil and Gas Lease	- 0 -	9,719,000.00	17,869,500.00
Total, Permanent University Fund	<u>\$7,263,140.91</u>	<u>\$66,916,363.13</u>	<u>\$77,679,926.65</u>

Oil and Gas Development - May 31, 1979
Acreage Under Lease - 1,043,668

Number of Producing Acres - **394,084**

Number of Producing Leases - 1,712

2. System Administration - Permanent University Fund Investment Advisory Committee: Proposed Reappointment of Member for Five Year Term. --

Recommendation

Executive Director Lobb, Vice Chancellor Boyd and Chancellor Walker recommend that Mr. Harold W. Hartley, Executive Vice President for Finance, Southwestern Life Insurance Company, Dallas, Texas, be reappointed to the Investment Advisory Committee for a five year period, September 1, 1979, through August 31, 1984. The Investment Advisory Committee members' terms will then be as follows:

Thomas B. McDade	8/31/80
Gene H. Bishop	8/31/81
Dee Osborne	8/31/82
Orson C. Clay	8/31/83
Harold W. Hartley	8/31/84

B. LAND MATTERS

1. Proposed Amendment of Standard Forms - University Lands (Power and Telephone Lines Easement and Permit for Exploration with Geophysical Instruments). --

Recommendations

The Manager of University Lands - Surface Interests, the Vice Chancellor for Lands Management, and Chancellor Walker recommend that the Power and Telephone Lines easement form (Form No. UL-3) be amended by the addition of the following paragraph:

It is further understood and agreed that the Second Party will comply with the Antiquities Code of Texas (Title 9, Chapter 191, Texas Natural Resources Code). Second Party further agrees that title to archeological articles, objects, or artifacts in or on the above described lands shall remain in said Board of Regents.

and that this Form No. UL-3 and the Permit for Exploration with Geophysical Instruments be amended by change of titles of System Officers and their addresses, in such forms, to properly reflect current titles and addresses.

Background Information

The new paragraph is not required by law. However, it is believed that it will afford an added degree of protection to archeological sites and artifacts, by calling the statutory requirements to the attention of the parties using University Lands, and will also serve to avoid title disputes with respect to archeological articles and artifacts.

B. LAND MATTERS (continued)

2. Easements and Surface Leases Nos. 4927-4955, Material Source Permits Nos. 578 and 579, Brine Production Lease No. 14, Water Contract No. 173, and Assignment of Easement No. 3488.--It is recommended by the Vice Chancellor for Lands Management that the following applications for easements and surface leases, material source permits, brine production lease, water contract, and assignment of easement be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977 unless otherwise indicated.

a. Easements and Surface Leases Nos. 4927-4955

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4927	H. D. Oden, Inc.	Surface Lease (Salt Water Disposal)	Crockett	50	1 acre	7/1/79-* 6/30/80	\$ 1,500.00
4928	Exxon Corporation (Renewal of 3771)	Surface Lease (Salt Water Disposal)	Andrews	9	1 acre	7/1/79-* 6/30/80	1,500.00
4929	Basin, Inc.	Surface Lease (Truck Stop)	Reagan	10	2 acres (approx.)	6/1/79- 5/31/89	1,500.00 (Full)
4930	Bates Well Service, Inc.	Surface Lease (Well Servicing)	Ward	16	125' x 150'	6/1/79-** 5/31/80	450.00
4931	Exxon Pipe Line Company (Renewal of 2960)	Surface Lease (Microwave Tower)	Schleicher	55	2.07 acres	7/1/79- 6/30/89	2,250.00 (Full)
4932	Amoco Production Company (Renewal of 2970)	Surface Lease (Store House)	Andrews	5	150' x 150'	7/1/79-** 6/30/80	150.00 (Min.)
4933	Amoco Production Company (Renewal of 2959)	Pipe Line	Andrews	13 & 14	3,405.95 rds. 10 inch	6/24/79- 6/23/89	8,514.88
4934	Transwestern Pipeline Company (Renewal of 2956)	Pipe Line	Ward, Winkler, Pecos	16, 17, 21, 23, 24, 26	9307.70 rds. Various Size	6/1/79- 5/31/89	32,576.95
4935	Northern Natural Gas Company (Renewal of 2953)	Pipe Line	Pecos	19 & 18	2259.89 rds. 4½ inch	6/1/79- 5/31/89	5,649.73

*renewable from year to year, but not to exceed a total of five (5) years

**renewable from year to year, but not to exceed a total of ten (10) years

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
4936	Donald R. Price	Surface Lease (Motel & Cafe)	Ward	16	1.38 acre	7/1/79-* 6/30/80	\$ 700.00
4937	Gulf Oil Corporation	Pipe Line	Ward	18	160.2 rds. 2½ inch	5/1/79- 4/30/89	480.60
4938	El Paso Natural Gas Company	Pipe Line	Crockett	33	14.848 rds. 4½ inch	5/1/79- 4/30/89	150.00 (Min.)
4939	Basin, Inc.	Pipe Line	Ward	18	729.82 rds. 4½ inch	6/1/79- 5/31/89	2,189.46
4940	Basin, Inc.	Pipe Line	Reagan	10	73.02 rds. 4½ inch	6/1/79- 5/31/89	219.06
4941	Exxon Pipeline Company (Renewal of 2899)	Pipe Line	Andrews	9	206.09 rds. 4½ inch	5/1/79- 4/30/89	515.23
4942	Phillips Petroleum Company (Renewal of 2839)	Pipe Line	Ector & Crane	35	882.0 rds. 12-3/4 inch	6/1/79- 5/31/89	3,087.00
4943	Phillips Petroleum Company (Renewal of 2840)	Pipe Line	Andrews	4 & 5	1,317.80 rds. Various Size	6/1/79- 5/31/89	3,294.50
4944	Phillips Pipe Line Company (Renewal of 2850)	Pipe Line	Andrews	9	602.3 rds. 4½ inch	6/1/79- 5/31/89	1,505.75
4945	Phillips Petroleum Company (Renewal of 2869 & 2870)	Pipe Line	Andrews	10, 11 & 4	954.80 rds. Various Size	7/1/79- 6/30/89	2,726.70
4946	Phillips Petroleum Company (Renewal of 2936)	Pipe Line	Ector	35	122.0 rds. 16 inch	7/1/79- 6/30/89	427.00
4947	Texas-New Mexico Pipe Line Company(Renewal of 2954)	Pipe Line	Andrews	14	263.39 rds. 4½ inch	6/1/79- 5/31/89	658.48

*renewable from year to year, but not to exceed a total of ten (10) years

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4948	The Permian Corporation	Pipe Line	Reagan	9 & 10	2,570.84 Various Size	5/1/79- 4/30/89	\$ 7,712.55
4949	Texas Electric Service Company (Renewal of 2963,2983,3007)	Power Line	Andrews	1,4,5,8,9,10, 11,13, & 14	2,388.54 rds. Single Pole	7/1/79- 6/30/89	2,388.54
4950	El Paso Natural Gas Company (Renewal of 2975)	Pipe Line	Andrews	1 & 9	330.907 rds. 4½ & 2 inch	11/1/79- 10/31/89	992.72*
4951	El Paso Natural Gas Company (Renewal of 3029)	Pipe Line	Reagan	11	57.15 rds. 4½ inch	12/1/79- 11/30/89	200.00* (Min.)
4952	El Paso Natural Gas Company (Renewal of 2990)	Pipe Line	Crockett	29	102.424 rds. 4½ inch	11/1/79 10/31/89	307.27*
4953	El Paso Natural Gas Company (Renewal of 3038)	Surface Lease (Microwave Station)	Hudspeth	"G"	1.111 acre (approx.)	12/1/79 11/30/89	3,000.00*
4954	BTA Oil Producers (Renewal of 3798)	Surface Lease (Salt Water Disposal)	Andrews	9	2 acres	8/1/79-** 7/31/80	1,500.00
4955	Confederate Air Force	Surface Lease (Historical Purposes- Storage of Airplanes and Parts)	Ward	16	70.30 acres (approx.)	7/1/79- 6/30/89	***

*Consideration is under the new rate schedule effective August 1, 1979.

**Renewable from year to year, but not to exceed a total of five (5) years.

***Lessee in lieu of monetary consideration for a ten (10) year lease agrees to re-roof Hangar #296 (cost estimated to be \$30,000) and fence approximately 4 miles of fence around hangar and access road.

b. Material Source Permits Nos. 578 - 579

No.	Grantee	County	Location	Quantity	Consideration
578	C & O Services, Inc.	Pecos	Block 13	750 cubic yards - caliche	\$ 262.50
579	McVean & Barlow, Inc.	Ward	Block 16	1504 cubic yards - dirt	526.40

c. Brine Production Lease No. 14

No.	Grantee	Type of Permit	County	Location	Period	Consideration
14	Mansell Brine Sales, Inc. (Renewal of 10)	Brine Production Lease	Crane	Block 31	7/1/79-6/30/84	\$ 100.00*

*Annual rental is \$100.00, to be paid in advance. Royalty is a minimum of two cents per barrel of brine produced and sold, or 12½ per cent of the sale price, whichever is greater.

6-187

d. Water Contract No. 173

No.	Grantee	County	Location	Period	Consideration
173	Hilliard Oil & Gas, Inc.	Gaines	Block 6	7/26/79- until completion of drilling operations	\$ 500.00

e. Assignment of Easement No. 3488

No.	Assignor	Assignee	Type of Permit	County	Consideration
3488	Tesoro Petroleum Corporation	Damson Oil Corporation	Pipe Line	Reagan	\$ 150.00

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin (Department of Geological Sciences): Recommendation to Establish a Named Fund. --

Recommendation

President Rogers and Chancellor Walker recommend the establishment of the Samuel P. Ellison Fund in honor of Dr. Ellison, a member of the faculty for 31 years. Gifts totaling \$13,475 have been received to date for the initial funding of this endowment. The goal for this fund as established by the Geology Foundation Advisory Council is \$100,000. Income from the fund will be used to underwrite the costs of the Geology Departmental Alumni Newsletter and supporting functions to bring the faculty, students and alumni together for scientific, educational and social purposes.

Background Information

Friends and colleagues of Dr. Samuel P. Ellison, Jr. have joined with the Geology Foundation Advisory Council to establish this fund in honor of Dr. Ellison. He has served the Department of Geological Sciences as a faculty member for 31 years and in addition has served the University in various administrative capacities including his position as the first Dean of the College of Natural Sciences. Dr. Ellison's formal education includes an A.B. Degree in 1936 from the University of Missouri at Kansas City, a M.A. in 1938 and a Ph.D. in 1940, both from the University of Missouri at Columbia. He has been active in and a member of various local and national organizations such as the American Association of Petroleum Geologists.

2. U. T. Austin: Recommendation to Establish International Geological Map Library Fund within the Geology Foundation. --

Recommendation

President Rogers and Chancellor Walker recommend the establishment of the International Geological Map Library Fund within the Geology Foundation. Contributions to date totaling \$12,201.06 will be used as the initial funding of the account. The Geology Foundation Advisory Council has set a funding goal of \$100,000. Income will be used to acquire geological maps and provide storage facilities.

Background Information

Plans for this endowment fund were begun in 1973 by the Geology Foundation Advisory Council members who desired to establish a fund which would produce income to provide additional maps for the existing Department of Geological Sciences map collection and to provide storage facilities for this collection.

3. U. T. Austin: Request to: (a) Accept Bequest Under Will of Hilda F. Rosene Lund; (b) Establish the E. J. Lund Founder's Fund; and (c) Join Hamline University in Sale by Competitive Bids of Real Property in Block 82, Austin, Travis County, Texas. --

Recommendation

President Rogers and Chancellor Walker recommend the acceptance of the bequest under the terms of the will of Hilda F. Rosene Lund, consisting of two parcels of real estate in Austin, Travis County, Texas, and the establishment of the E. J. Lund Founder's Fund for the use and benefit of the Marine Science Institute at Port Aransas. The real property is described as Lot 6 and the East 53 feet of Lot 5 and the North 26 feet of the East 53 feet of Lot 4, Block 6, Austin, Travis County, Texas, and Lots 9, 10, 11 and 12, Block 82, Austin, Travis County, Texas. Mrs. Lund's interest in the latter tract was an approximate undivided 25 percent. The value of the bequest is estimated at about \$200,000. Income only from the endowment is to be used for (a) an annual research fellowship to be called the E. J. Lund Fellowship in Electrophysiology and (b) one or more annual awards to be called the E. J. Lund Research Scholarship Awards in Biophysics for Graduate Students of Exceptional Merit.

It is ^{further} also recommended that ~~authority be given to~~ ^{the} join with Hamline University in the sale by competitive bid for Lots 9, 10, 11 and 12, Block 82, Austin, Travis County, Texas. The Board of Trustees of Hamline University, which owns the remaining 75 percent interest in this property, desires to sell the tract as soon as possible and has authorized the joint offering. The expenses of sale would be shared in proportion to the ownership of each institution. It is anticipated that bids will be opened in September, 1979, with the results to be reported at the next regular meeting thereafter.

Background Information

Dr. Hilda F. Rosene Lund was a retired Professor of Zoology who served on the University faculty from 1933 to 1957. She was the first Texas woman in the field of natural science to receive the Guggenheim Fellowship and was a member of numerous professional organizations. Dr. Lund was the widow of Dr. E. J. Lund, the founder and first director of the Marine Science Institute at Port Aransas, Texas.

Dr. E. J. Lund, a graduate of Hamline University in St. Paul, Minnesota, died leaving a life estate to his wife and the remainder to Hamline University.

4. U. T. Austin: Request to Accept Gift and to Establish Named Scholarships in Greek and Latin. --

Recommendation

President Rogers and Chancellor Walker recommend the acceptance of a gift of 199 shares of the First State Bank of Denton, Texas, valued at \$8,955, and cash of \$1,045 for a total of \$10,000 from Mildred M. McCarty and the establishment of the Mildred Masters McCarty Scholarships in Greek and Latin. Income from this fund will be used to award scholarships to undergraduate or graduate students as determined by the Committee for the Department.

Background Information

Mildred M. McCarty received a B.A. Degree from the School of Arts and Sciences at U. T. Austin in 1918. She has been very active in the field of education through various teaching positions in Texas, Colorado and Kansas. Mrs. McCarty currently resides in Wichita Falls, Texas, where she is very active in community affairs as well as being a life member of the Ex-Student's Association at U. T. Austin.

5. U. T. Austin: Recommendation to Accept Tender Offer of 1.65 Acres of Land and to Establish Fund for Alternative Energy Research and Development (NO PUBLICITY). --

Recommendation

President Rogers and Chancellor Walker recommend that a tender offer by Mr. Jack Mayfield of Goldston Oil Corporation of 1.65 acres of land improved with concrete dock and boat slip be accepted subject to the satisfactory resolution of certain encumbrances and title questions and the establishment of the Fund for Alternative Energy Research and Development. The property is located at Port O'Conner, Texas, on the Intracoastal Canal and is currently used by oil and gas well servicing operators with interests in the Matagorda Bay area.

The property currently has three encumbrances against use and clear title to the property. They are as follow:

1. The agreement involving the sale of oil and gas wells and drilling rights that Goldston Oil Corporation owned in Matagorda Bay included a provision that the purchaser would be allowed use of one-half of the docking facility for as long as the wells prove productive.
2. There was an error in the metes and bounds description in the deed relative to the land actually in possession by Mr. Mayfield in excess of twenty years.
3. 24% of the ownership is held by two other parties.

Mr. Mayfield feels that a University representative might be able to negotiate a release of the dock from the purchaser of the oil leases. He will initiate legal action to remove the problem arising from the error in the original deed and thus provide the University with a title policy. He also feels that ARCO and the Black Estate of Dallas, Texas, could possibly be persuaded to donate or sell the other undivided interests to the University.

The property would be given to the Board of Regents for the benefit of the Department of Geological Sciences at U.T. Austin with proceeds from sale, if sold, to be used to endow the Fund for Alternative Energy Research and Development. The property has a current market value of \$165,000 - \$175,000 if all encumbrances can be removed.

Background Information

Mr. Jack Mayfield, a 1965 graduate of U.T. Austin with a M.A. Degree in Geology, is currently the president of Goldston Oil Corporation. He is an active supporter of the Department of Geological Sciences and its programs.

NO PUBLICITY

Handwritten signature

*Encumbrances
Quest
Black
Interests*

*Sold to
M. J. P.
10/10/01*

6. U. T. Austin: Request to Establish an Endowed Presidential Scholarship. --

Recommendation

President Rogers and Chancellor Walker recommend the establishment of the Archie W. Straiton Endowed Presidential Scholarship in honor of Dr. Archie W. Straiton, retired Professor of Electrical Engineering. Colleagues and friends of Dr. Straiton have contributed in excess of \$25,000 for the funding of this scholarship fund.

Background Information

Dr. Archie W. Straiton recently retired from his position of Professor of Electrical Engineering at U. T. Austin. Colleagues and friends of Dr. Straiton made contributions to fund the scholarship program in recognition and admiration of his many achievements and devotion to his field of work.

Dr. Straiton received his B. S. in Electrical Engineering from U. T. Austin in 1929. He continued his pursuit of education and received his M. A. and Ph.D. in Physics from U. T. Austin in 1931 and 1939. Dr. Straiton was active within and held memberships in numerous local and national professional organizations including membership in the National Academy of Engineering Society.

7. U. T. Austin: Request to Establish Named Professorship in Project Management in College of Engineering. --

Recommendation

President Rogers and Chancellor Walker recommend the establishment of the C. T. Wells Professorship in Project Management in the College of Engineering. The professorship will be used to attract a qualified individual to enhance the quality of instruction pertinent to the teaching of construction principles.

Funding of this endowed professorship will be provided by use of a previous gift by Dr. Wells of \$85,200 received on December 12, 1972, plus a pledge of \$14,800 during the next two years for a total of \$100,000. The Engineering Foundation agreed at its meeting of May 19, 1979, to underwrite the pledge of \$14,800 and activate the professorship upon approval by the Board of Regents.

Background Information

Dr. Wells is a graduate of U. T. Austin having received his B.S., M.S. and Ph.D. degrees in Chemical Engineering from the School of Engineering. He has served in various administrative capacities with several large industrial firms and currently is President of Gulf Interstate Company, in addition to being very active as a director of several other companies.

Dr. Well's previous gift of \$85,200 was reported at the Board of Regents meeting of April 23, 1973, and is reflected on page A-7 of the U.T. Austin docket for that meeting.

8. Dallas Health Science Center: Recommendation that the Professorship in Orthopedics at Southwestern Medical School, Supported by Annual Contributions from Texas Scottish Rite Hospital, be Officially Named. --

Recommendation

President Sprague and Chancellor Walker recommend that the professorship in orthopedics at Southwestern Medical School which has been supported by annual contributions from the Texas Scottish Rite Hospital be officially named the W. B. Carrell Professorship of Orthopedic Surgery. Permanent funding of this professorship will be provided by \$67,000 to be taken from unused accumulation of the William B. Carrell Scottish Rite Professorship in Orthopedics operations account and \$33,000 from the Presidential Development Fund.

Background Information

The Board of Regents, during its meeting of September 19, 1964, approved the establishment of a professorship in orthopedics offered by the Texas Scottish Rite Hospital for Crippled Children as reflected on page 6, item 4 of the minutes. The Texas Scottish Rite Hospital pledged an annual contribution of \$25,000 per year for seven years and agreed to give the professorship an official name at a later date.

Although seven years support was initially pledged, the Texas Scottish Rite Hospital has continued its support of the professorship over the years so that total contributions in support of the professorship to date has been approximately \$375,000.

(See Page HAC-¹⁸~~14~~ for proposed appointment to this professorship.)

9. Galveston Medical Branch: Request to Accept Gift and to Establish the Galveston County Medical Society Endowment Fund. --

Recommendation

President Levin and Chancellor Walker recommend the acceptance of cash and certificates of deposit in the amount of \$52,218.94, and the establishment of the Galveston County Medical Society Endowment Fund at the Galveston Medical Branch. Income from this fund will be used to provide support for research in Diabetes Mellitus in the Division of Endocrinology and Department of Internal Medicine.

Background Information

The Galveston County Medical Society Board of Managers of the Galveston County Fund for Medical Education Trust recommended and were instructed to make this contribution in hopes of promoting research of causes and a cure for Diabetes Mellitus.

10. University Cancer Center (M. D. Anderson): Recommendation to Accept Bequest Under Will of William B. Baylor and to Authorize Executor to Sell Real Property in Terrell, Kaufman County, Texas. --

Recommendation

President LeMaistre and Chancellor Walker recommend the acceptance of a bequest under the Will of William B. Baylor and request authority to join with the executor of the estate to sell the one-half interest in the decedent's home in Terrell, Texas, for not less than \$111,000.

The First National Bank of Dallas, Texas, is independent executor under the Will of William B. Baylor and has started the administration as prescribed by the will. The estate includes one-half interest in the decedent's home located in Terrell, Texas, which has been

appraised at \$100,000. The executor received an offer of \$111,000 for this property and requested approval by the Board of Regents to proceed with this offer or a subsequent offer at a sale price of not less than \$111,000.

The University's share of this estate is estimated at \$250,000 to \$300,000 which is to be used to further cancer research. A recommendation for specific use will be presented to the Board of Regents for approval after the administration of the estate is completed.

Background Information

Mr. Baylor was the former founder and owner of Baylor Company of Houston, Texas, which was acquired by Sedco through a merger. After the merger Mr. Baylor served as a member of the Board of Directors until his death.

B. REAL ESTATE MATTERS

1. U. T. System - Hogg Foundation - Thomas E. Hogg Fund: Proposed Oil and Gas Lease to William R. Bullen, Jr., on 112.88 Acres in St. Mary Parish, Louisiana. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend the granting of a five year oil and gas lease covering 37.88 acres in Section 36, Township 13 South, Range 9 East, and 75 acres in Section 31, Township 13 South, Range 10 East, St. Mary Parish, Louisiana, to Mr. William R. Bullen, Jr. The lease provides for a bonus of \$50.00 per acre, a 1/6th royalty, and annual delay rentals of \$50.00 per acre. The fund owns a 3.125% interest in the minerals under this acreage.

Background Information

In 1977, the 0.86805% interest of the Ima Hogg Foundation in this tract was leased on terms identical to those proposed above. At that time, it was not realized that the Thomas E. Hogg Fund had an interest in the tract as well. During the intervening period a well was drilled and marginal production was obtained. Attempts to lease this interest at a higher royalty have been unsuccessful. All other royalty owners are receiving 1/6th royalty. The lessee has agreed to pay back royalties since the time production began.

2. U. T. Austin - L. D., Marie & Edwin Gale Professorship in Judaic Studies: Proposal to Sell Real Property in Charles Felder League, Hardin County, Texas. --

Recommendation

Chancellor Walker and Executive Director Lobb recommend the sale of approximately 34.5 acres in the Charles Felder League, Hardin County, Texas, to Mr. W. W. Ferguson for \$1,600.00 per acre. Mr. Ferguson has agreed to make a cash down payment of \$13,500.00, to execute a seven year, ten percent note for the balance of the purchase price. A six percent real estate commission would be payable by the University to American Real Estate Corporation of Beaumont. This sale involves the surface only, as all minerals are owned by others.

Background Information

The property to be sold is located on a County road about 22 miles north of Beaumont. It was donated by the Gale family in 1969. Upon the recommendation of Mr. Edwin Gale, the property was recently listed with American Real Estate Corporation. Mr. Gale concurs in the recommendation as presented above.

3. U. T. El Paso - Frank B. Cotton Estate: Recommendation to Advertise for Sealed Bids for Oil and Gas Leases on Land in Hudspeth County, Texas. --

Recommendation

Chancellor Walker and Executive Director Lobb recommend that authority be granted to advertise for sealed bids for oil and gas leases on approximately 24,000 acres in Hudspeth County, Texas, being all the land in that county which is held by the Board of Regents in the Cotton Estate for the University of Texas at El Paso. Leases will be offered on one section blocks with a 1/5 royalty, five year term and \$2.00 per acre annual delay rental specified. Bidding will be on the bonus only and a minimum bid of \$10.00 per acre is recommended. The bid opening is tentatively set for December 5, 1979. The results will be reported and a recommendation made at the meeting scheduled for December 6 and 7, 1979.

4. U. T. El Paso - Josephine Clardy Fox Fund: Proposal to Renew Lease to Texaco Inc. Covering Property at 5000 Paisano, El Paso, Texas. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend the renewal of lease to Texaco, Inc., for service station purposes covering the land located at 5000 Paisano, El Paso, Texas, for a term of five years commencing October 12, 1979, at a monthly rental of \$450.00. The proposed lease will also provide for one five-year renewal option at a rental of \$550.00 per month.

Background Information

Texaco leased this property from Mrs. Fox in 1954 and has operated a service station on the premises since that time. The most recent lease provides for a monthly rental of \$250.00 plus 1/2¢ per gallon for all sales over 30,000 gallons per month. Sales from this location have declined such that only the minimum rent has been received in recent years.

5. University Cancer Center (M. D. Anderson) - Bud Johnson Estate for General Purposes: Proposal to Sell Land in Charles Mason and Mandred Wood Surveys, Bastrop County, Texas. --

Recommendation

Chancellor Walker and Executive Director Lobb recommend that authority be given to advertise for sealed bids for the sale of the surface and one-half the mineral estate in approximately 417 acres in the Charles Mason and Mandred Wood Surveys, Bastrop County, Texas. Bid opening is tentatively scheduled for late September, 1979, with the results to be reported at the next meeting of the Board thereafter.

It is also recommended that authority be given to sell 17.535 acres in the Mandred Wood Survey, along with one-half the minerals, to Mr. Donnal Jacobs for a per acre price equal to that bid by the high bidder on the 417 acre tract.

Background Information

The land proposed to be sold was the bequest of Mr. Bud Johnson, a former patient at M. D. Anderson, and proceeds of the sale will be used for general purposes. Mr. Jacobs and his wife cared for Mr. Johnson during the last year of his life. Mr. Johnson made

**LAND AND INVESTMENT COMMITTEE
SUPPLEMENTAL INFORMATION**

July 25-26, 1979

	<u>Page</u>
II. <u>Trust and Special Funds</u>	
A. ...	
B. Real Estate Matters	
1-5. ...	
6. University Cancer Center (M. D. Anderson) - Estate of Olla S. Stribling: Recommendation to Accept High Bids on Three Tracts (2, 370 Acres) in Blanco County, Texas	Below

Documentation

II. Trust and Special Funds

B. Real Estate Matters

6. University Cancer Center (M. D. Anderson) - Estate of Olla S. Stribling: Recommendation to Accept High Bids on Three Tracts (2, 370 Acres) in Blanco County, Texas. -- As authorized at the March 30, 1979 meeting of the Board of Regents, sealed bids covering acreage out of the Olla S. Stribling Estate holdings (M. D. Anderson - University Cancer Center) were opened and tabulated at 10:00 a. m. on July 18, 1979, and it is recommended by the Chancellor and the Executive Director for Investments and Trusts that the sale to the high bidder as listed below be approved:

<u>TRACT NO.</u>	<u>ACRES</u>	<u>HIGH BIDDER</u>	<u>AMOUNT</u>
1	644.201	Carroll Dale Walker	\$ 419,374.85
2	628.669	Michael R. Threadgill and Roland E. Threadgill	330,600.00
3	1,097.906	Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten	<u>664,233.00</u>
TOTAL			\$1,414,207.85

The Board of Regents owns an undivided one-half interest in the property, and its share of the amount bid will therefore be \$707,103.93.

(A tabulation of the bids received is attached.)

TABULATION OF BIDS

THE STRIBLING RANCH, BLANCO COUNTY, TEXAS
 10:00 A.M., Wednesday, July 18, 1979

BIDDER	TRACT #1	TRACT #2	TRACT #3
R. Burnell Bennett			\$496,857.36
R. Burnell Bennett	\$343,069.24		
Robert Q. Keith, John L. Bell, Jr., James L. Weber and Daniel V. Flatten			\$664,233.00
Adele C. and Howard H. Martin			\$301,950.00
Nelson Puett		\$188,567.70	
John Coates			\$600,005.00
Eagle Management & Trust Company			\$616,527.00
Carroll Dale Walker	\$419,374.85		
Cole Thomson and C. D. Walker		\$321,508.00	
Michael R. Threadgill and Roland E. Threadgill		\$330,600.00	
Hiram S. Brown			\$412,000.00
Hiram S. Brown		\$195,000.00	
J. R. Potsy Allen	\$242,220.00		
J. R. Potsy Allen		\$205,575.00	

a bequest of about 33 acres to Mr. Jacobs. The 17.535 acre tract to be acquired by Mr. Jacobs adjoins his 33 acres and conforms to existing fence lines. Mr. Jacobs believes it was Mr. Johnson's intent that the bequest to Mr. Jacobs include the 17.535 acres.

6. University Cancer Center (M. D. Anderson) - Estate of Olla S. Stribling: Proposed Sale of Stribling Ranch, Blanco County, Texas. --

Pursuant to authorization granted at the meeting on March 30, 1979, sealed bids were solicited for the sale of the Stribling Ranch in Blanco County, Texas, and were opened at 10:00 a.m. on July 18, 1979. The results of the bids and a recommendation will be presented at the meeting.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of April and May 1979. --In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of April and May 1979, was mailed on June 27, 1979, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this material have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

* * * * *

FOUNDATION MATTERS

Ima Hogg Foundation Agenda. --

Recommendation

It is recommended that the members of the Board of Regents as Trustees of the Ima Hogg Foundation meet briefly at the meeting of the Board of Regents on July 25 - 26, 1979, for action on the following agenda.

1. Approval of Minutes of the preceding meeting held on March 30, 1979. Copies were distributed earlier.
2. Assistant Secretary-Treasurer Lobb recommends the granting of a three-year oil and gas lease to Texaco, Inc. covering the Foundation's 7/12ths interest in the minerals under five acres described as Lot 9, J. S. Hogg Subdivision, Brazoria County, Texas. The lease provides for a \$50.00 per acre bonus, 1/4 royalty, and \$5.00 per acre annual delay rentals.

Committee of the Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Williams

Date: July 26, 1979

Time: Following the Meeting of the Land and Investment Committee

Place: Fourth Floor, John Peace Library
U. T. San Antonio

Page
C of W

I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Section 1.83,
Chapter III, Part One of the Regents'
Rules and Regulations (Academic Titles) 3

B. U. T. SYSTEM

2. Ratification of Renewal of The University
of Texas System Board of Regents and
Officers and Employees Liability Insurance
Policy 3

3. Ratification of Liability Insurance Coverage
with Granite State Insurance Company for
Officers and Employees Arising from Use and
Operation of University Owned and Operated
Motor Vehicles and Mobile Equipment 3

4. Proposal to Renew Lease Agreement with
The University of Texas Foundation, Inc.,
for a King Aire A-100 Turbo-Prop Aircraft,
Registration No. 9050V 4

5. Request for Approval of Joint Resolution
Between The University of Texas System and
The Texas A&M University System Establish-
ing Procedure for Cooperative Use of Courses
and Facilities in Graduate Education 8

**C. U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS,
U. T. EL PASO, U. T. PERMIAN BASIN, U. T.
SAN ANTONIO, U. T. TYLER, DALLAS HEALTH
SCIENCE CENTER, GALVESTON MEDICAL BRANCH,
HOUSTON HEALTH SCIENCE CENTER, SAN ANTONIO
HEALTH SCIENCE CENTER, UNIVERSITY CANCER
CENTER AND TYLER HEALTH CENTER**

6. Request to Approve Transfer of Funds Between
Legislative Appropriation Items During the
Biennium Beginning September 1, 1979 11

D. U. T. ARLINGTON

7. Bond Matters - Recommendation to Issue and Sell Board of Regents of The University of Texas System, The University of Texas at Arlington Apartment Revenue Bonds, Series 1979, \$1,800,000 11

E. U. T. AUSTIN

8. Request for Individual to Serve as a Judge on the Inter-American Court of Human Rights 12
9. Request for Individual to Serve on Outer Continental Shelf Advisory Board of the U. S. Department of the Interior 13

F. U. T. SAN ANTONIO

10. Bond Matters - Recommendation to Issue and Sell Board of Regents of The University of Texas System, The University of Texas at San Antonio General Fee Revenue Bonds, Series 1979, Approximately \$12,000,000 14

G. U. T. TYLER (TEXAS EASTERN UNIVERSITY)

11. Proposed Resolution Acknowledging Transfer of Texas Eastern University into The University of Texas System 14
12. Request for Approval of Official Seal 15
13. Proposed Designation of Special Depository Banks for Receiving and Keeping Funds Arising from Local Income Required by Law to be Deposited in the State Treasury 16

H. BOARD OF REGENTS

14. Proposed Amendment of Sections 3.17 and 3.23 of Chapter VII, Part One, Regents' Rules and Regulations (Foundations) 17

II. SCHEDULED MEETINGS AND EVENTS 18

I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Section 1.83, Chapter III, Part One of the Regents' Rules and Regulations (Academic Titles). --

RECOMMENDATION

Chancellor Walker recommends revision of the Regents' Rules and Regulations, Part One, Chapter III, Section 1.83, Paragraphs (g) and (h) to add the following:

In paragraph (g), (4) Research Instructor of _____
(title of specialty)

In paragraph (h), (4) Instructor of Clinical _____
(title of specialty)

These revisions will permit appointment of faculty initially to these academic positions in which tenure cannot be acquired. These revisions have the approval of the Council of Health Institutions.

B. U. T. SYSTEM

2. Ratification of Renewal of The University of Texas System Board of Regents and Officers and Employees Liability Insurance Policy. --

RECOMMENDATION

Chancellor Walker recommends that authorization be given to continue the Board of Regents and Officers and Employees Liability Insurance Policy with Continental Casualty Company and Lloyd's of London for an additional three years at a total premium of \$117,750.00. This is a continuation of the liability policy previously approved by the Board for the three year period ending April 1, 1979.

3. Ratification of Liability Insurance Coverage with Granite State Insurance Company for Officers and Employees Arising from Use and Operation of University Owned and Operated Motor Vehicles and Mobile Equipment. --

RECOMMENDATION

Chancellor Walker recommends that authorization be given to continue for an additional year, beginning September 1, 1979, the liability insurance coverage with Granite State Insurance Company, a company within the New Hampshire Insurance Group. This coverage will be provided for officers and employees arising from the use and operation of University owned and operated motor vehicles and mobile equipment. The coverage is subject to the rates and premium discount prescribed by the State Insurance Commission. The premium modifier is based on prior year loss experience as published by the State Insurance Service Office, and the dividend rate is filed with the State Insurance Commission.

4. Proposal to Renew Lease Agreement with The University of Texas Foundation, Inc., for a King Aire A-100 Turbo-Prop Aircraft, Registration No. 9050V.--

RECOMMENDATION

Chancellor Walker recommends that authorization be given to renew the lease between The University of Texas System and The University of Texas Foundation, Inc., for the lease of a King Aire A-100 Turbo-Prop Aircraft, Registration No. 9050V for an additional five years. This is a renewal of the lease originally approved by the Board of Regents at its July 19, 1974, meeting.

(See Lease Agreement Pages C of W 4-7 .)

AIRCRAFT LEASE AGREEMENT

This Lease Agreement between THE UNIVERSITY OF TEXAS FOUNDATION, INC., a Texas non-profit corporation of Austin, Travis County, Texas, hereinafter called "Lessor," and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called "Lessee," WITNESSETH:

For and in consideration of the mutual promises, conditions, and obligations expressed herein, Lessor and Lessee agree as follows:

1. Property Leased. Lessor hereby leases to Lessee for the sole use and benefit of The University of Texas System one passenger aircraft described as a Beechcraft King Aire A-100 turbo-prop, manufacturer's serial number B-91, with all equipment and accessories attached thereto or used in connection therewith.

2. Lease Term; Rental; Renewal; and Cancellation. The term of this Lease shall be for the period beginning on September 1, 1979, and extending through August 31, 1984. Rental for the leased aircraft shall be FIFTY AND NO/100 DOLLARS (\$50.00) per month, payable by Lessee to Lessor on or before the tenth (10th) day of each successive month beginning with the month of September, 1979. Lessee shall have the option to renew this Lease for a period of five (5) years by giving notice to Lessor on or before July 31, 1984. Lessor or Lessee shall have the right to cancel this Lease Agreement upon at least thirty (30) days written notice to the other party.

3. Location of Aircraft. Lessee shall maintain the leased aircraft in Austin, Travis County, Texas, at Browning Aerial Service or such other private aircraft facility as may be mutually agreed upon in writing by Lessor and Lessee. Lessor, or its duly authorized agent or representative, shall have the right to inspect the leased aircraft at any reasonable time, either on land or aloft.

4. Maintenance; Repair; and Operation. Lessee covenants and agrees to maintain and keep the leased aircraft and all components thereof in good order and repair, in accordance with the requirements of the Federal Aviation Administration or any other governmental authority, and within a reasonable time replace in or on such aircraft any and all parts, equipment, appliances, instruments or accessories which may be worn out, lost, destroyed, or otherwise rendered unsatisfactory or unavailable for use in or on aircraft, which replacements shall be in good operating condition and have a value, utility, and quality at least equal to that which the property replaced had and shall be free and clear of all liens and encumbrances at the time affixed to the aircraft. Lessee shall be responsible for all overhaul on the leased aircraft whenever deemed necessary and as may be required by the Federal Aviation Administration or any other governmental authority during the term of this Lease, and all engine overhaul, inspection, and maintenance service. All cost and expenses for operation, maintenance, and repair of the leased aircraft shall be paid by Lessee.

5. Pilots. Lessee covenants and agrees to permit the leased aircraft to be operated only by pilots who are duly licensed and hold current, effective certificates issued by the appropriate regulatory agency. Pilots employed to operate the leased aircraft shall be the employees and servants of Lessee, or independent contractors with ←NEW Lessee, and shall be paid by Lessee. Their flight experience shall conform to the minimums set forth in the insurance policy.

6. Taxes; Licenses; Permits; and Fees. Lessee covenants and agrees to pay all taxes and fees levied or imposed by any national, state, or local law or any airport authority during the term of this

Lease. Lessee further covenants and agrees to obtain and pay for all licenses and permits required by any national, state, or local law or any airport authority in connection with the operation of the leased aircraft during the term of this Lease.

7. Insurance. (a) During the term of this Lease or any extension thereof, Lessor will obtain and keep in force insurance on the leased aircraft against the following losses and hazards arising out of or in connection with the operation of the leased aircraft:

- (1) loss or damage to the hull in the amount of \$525,000.00, or in such greater amount that may be mutually agreed to by Lessor and Lessee, including a loss payable clause that names Lessor; and
- (2) personal injury, death, or property damage in the amount of \$20,000.00 with admitted liability of \$50,000.00 per seat and naming both Lessor and Lessee as insureds.

Lessee will pay for all premiums for such insurance policies or will reimburse Lessor therefor, at Lessor's option. ← New

(b) The amount of hull insurance set out in Paragraph 7(a)(1) above shall be adjusted in subsequent years in such amounts as will reflect the appraised value of the aircraft.

(c) In the event of less than total damage to the hull, Lessor agrees to use the proceeds from the insurance collected as a result of such damage to repair the aircraft in such a manner as will place the aircraft in good operating condition, but only up to the amount of such proceeds shall be expended by Lessor.

(d) Lessor shall have the right to inspect such policies at reasonable times and to demand proof of payment of premiums.

8. Sale or Total Damage to Aircraft. In the event that Lessor should sell the leased aircraft, or there shall be a total loss of the hull, after observing all other provisions of this Agreement, Lessor shall make payable to Lessee all sale or insurance proceeds

of such sale or loss of hull as a gift by The University of Texas Foundation, Inc., to The University of Texas System.

9. Restrictions. Lessee covenants and agrees that leased aircraft shall not be operated at any time during the existence of any known defect which makes such aircraft unsafe for operation or when, in the opinion of the pilot, existing weather conditions make operation of the aircraft unsafe. Lessee shall be solely responsible for all fines, penalties, or forfeitures arising out of the violation of any national, state, or local law or regulation.

10. Return of Aircraft. Lessee covenants and agrees to return the leased aircraft at the expiration of this Lease to the Lessor, at such place as shall be designated by Lessor, in the same operating order, repair, condition, and appearance as when received, excepting only for reasonable wear and tear, and damage by any cause covered by collectible insurance.

IN WITNESS WHEREOF, Lessor and Lessee have signed and executed this Lease for the consideration expressed herein, this _____ day of _____, 1979.

ATTEST:

THE UNIVERSITY OF TEXAS FOUNDATION, INC.

Secretary

By: _____

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Betty Anne Thedford,
Secretary
Board of Regents of The
University of Texas System

By: _____
DAN C. WILLIAMS, Chairman

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

5. Request for Approval of Joint Resolution Between The University of Texas System and The Texas A&M University System Establishing Procedure for Cooperative Use of Courses and Facilities in Graduate Education. --

RECOMMENDATION

Chancellor Walker recommends approval for a resolution between The University of Texas System and The Texas A&M University System establishing a simplified procedure for the cooperative use of courses and facilities in graduate education. This resolution is concurrently being considered by the Regents of The Texas A&M University System on July 26, 1979. It has been developed with representatives from The Texas A&M University System and the concept has been approved by the Office of General Counsel in both Systems with the understanding that prior to implementation of the program the resolution will be transmitted to the Coordinating Board for appropriate action. Participation in this program will be voluntary and operating details will be written by the graduate deans and approved by the presidents of the institutions concerned.

BACKGROUND INFORMATION

General operating guidelines for this cooperative endeavor are listed in the resolution as it is presented on the following pages. Its purpose is to allow graduate students from one of the institutions involved to benefit from the laboratory facilities and/or graduate course offerings unique to a cooperating institution in the sister system. It is not anticipated that a large number of students will participate in the program, but it will be valuable for those who desire to do so. Registration will be maintained at the home institution where all applicable fees will be paid. Study at a cooperating institution is contingent on the consent of the instructor, the availability of classroom or laboratory space, and recognition that such study is in the best interest of all parties involved.

(See Pages C of W 8-10 for proposed Resolution.)

JOINT RESOLUTION ON THE COOPERATIVE USE
OF COURSES AND FACILITIES IN GRADUATE EDUCATION BY
THE UNIVERSITY OF TEXAS SYSTEM AND THE TEXAS A&M UNIVERSITY SYSTEM

WHEREAS, the institutions in The University of Texas System and The Texas A&M University System are the major public institutions in Texas engaged in research and graduate education; and,

WHEREAS, there is an ever-increasing cost for providing the highest quality education for graduate students in Texas; and,

WHEREAS, the cost of educating certain special students may be reduced and the quality of education increased by joint use of unique graduate educational facilities and courses rather than duplicate the courses or facilities; and,

WHEREAS, on occasion there are laboratory facilities and/or graduate level course offerings which are unique to a single institution

and graduate students from another institution who would benefit by the opportunity to take these courses or do research in the laboratory; and,

WHEREAS, the purpose of such cooperation is to help the graduate student to take advantage of unique educational opportunities with minimum of bureaucratic paperwork;

NOW THEREFORE, the members of the Board of Regents of The University of Texas System and the Board of Regents of The Texas A&M University System jointly adopt the following:

BE IT RESOLVED that every effort will be made by the institution to maximize the cooperation between institutions in the interest of quality graduate education with a minimum of administrative paperwork involved; and,

BE IT FURTHER RESOLVED, that the following operating guidelines should apply:

1. A graduate student from one institution may study at a cooperating institution in a sister System when there exists a unique educational opportunity related to the student's program and interest (laboratory or course), but only with the consent of the instructor or director of the laboratory and when all concerned recognize that it is in the best interest of all parties. Such arrangements are contingent on space being readily available in the laboratory or course.
2. The graduate student will maintain registration only at the home institution. Credit for any course or work taken at an institution in a sister System will be through student registration in an appropriate course at the home institution (such as graduate special problems). The graduate dean of the sister System institution will certify the course grade to the graduate dean of the home institution by letter or on a form adopted for this purpose.
3. Graduate students doing work at a sister System institution will comply with all appropriate rules of the sister institution.
4. Graduate students will pay all applicable fees at the home institution, but none at the cooperating sister System

institution. (It is anticipated that the number of students participating in this program will be small and that the paperwork associated with money exchanges will not justify such a practice.)

5. Students on a fellowship or receiving financial assistance at the home institution may continue receiving such assistance, if otherwise appropriate, while doing research in a laboratory or taking courses at a sister System institution, but will not at the same time receive financial support from the sister System institution. The cooperating sister System institution assumes no financial responsibility for the student.
6. Other operating details which may be needed will be worked out within these guidelines by the graduate deans of the individual cooperating institutions with the approval of the presidents of the institutions concerned.

Executed in duplicate originals, this _____ day of _____,
1979.

E. D. Walker
Chancellor
The University of Texas System

Clyde H. Wells
Acting Chancellor
The Texas A&M University System

Certificates of Approval

I hereby certify that the foregoing agreement was approved by the Board of Regents of The University of Texas System on _____ day of _____,
1979.

Secretary, Board of Regents
The University of Texas System

I hereby certify that the foregoing agreement was approved by the Board of Regents of The Texas A&M University System on _____ day of _____,
1979.

Secretary, Board of Regents
The Texas A&M University System

C. U. T. ARLINGTON, U. T. AUSTIN, U. T. DALLAS, U. T. EL PASO, U. T. PERMIAN BASIN, U. T. SAN ANTONIO, U. T. TYLER, DALLAS HEALTH SCIENCE CENTER, GALVESTON MEDICAL BRANCH, HOUSTON HEALTH SCIENCE CENTER, SAN ANTONIO HEALTH SCIENCE CENTER, UNIVERSITY CANCER CENTER AND TYLER HEALTH CENTER

6. Request to Approve Transfer of Funds Between Legislative Appropriation Items During the Biennium Beginning September 1, 1979. --

RECOMMENDATION

In order to provide for the most effective utilization of the General Revenue Appropriations during the 1980-81 biennium for the institutions comprising The University of Texas System, it is recommended by Chancellor Walker that the Board of Regents adopt the following resolution:

Pursuant to the appropriate transfer provisions of Article IV, H.B. 558, 66th Legislature, Regular Session, 1979, it is hereby resolved that the State Comptroller be requested to make necessary transfers within the Legislative Appropriations from the General Revenue Fund for each of the following components as authorized by the appropriate administrative officials of The University of Texas System institution concerned:

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 Health Science Center at San Antonio
The University of Texas System Cancer Center
The University of Texas Health Center at Tyler

D. U. T. ARLINGTON

7. Bond Matters - Recommendation to Issue and Sell Board of Regents of The University of Texas System, The University of Texas at Arlington Apartment Revenue Bonds, Series 1979, \$1, 800, 000. --

RECOMMENDATION

It is recommended by President Nedderman and Chancellor Walker that approximately \$1,800,000 U. T. Arlington Apartment Revenue Bonds, Series 1979, be issued to provide student housing on the campus at U. T. Arlington.

It is further recommended that the firm of McCall, Parkhurst & Horton be named Bond Counsel, the firm of Russ Securities Bond Consultant; and that the Office of Investments and Trusts be authorized to take bids for the sale of bonds, paying agency, and printing of the bonds with bids submitted to the Board of Regents at its October meeting and that an account be established on the books of U. T. Arlington out of bond proceeds to pay fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs.

BACKGROUND INFORMATION

Preliminary plans and specifications for the initial phase of Student Housing at an estimated total cost of \$3,143,390 to house 162 students was approved by the Board at its May 31 - June 1, 1979, meeting.

E. U. T. AUSTIN

8. Request for Individual to Serve as a Judge on the Inter-American Court of Human Rights. --

RECOMMENDATION

President Rogers and Chancellor Walker recommend approval for Professor Thomas Buergenthal, School of Law, to serve as a judge on the Inter-American Court of Human Rights for a period of six years. Service on the Court will not provide remuneration other than travel expenses and related costs.

President Rogers' Comments

June 13, 1979

Chancellor E. D. Walker
The University of Texas System
601 Colorado

Dear Chancellor Walker:

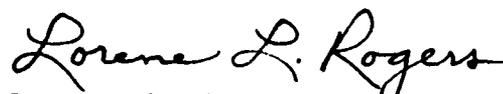
Professor Thomas Buergenthal, School of Law, has been asked to serve as a judge on the Inter-American Court of Human Rights. The invitation was extended by Alejandro Orfila, Secretary General of the Organization of American States, based on action of the OAS General Assembly seventh special session. Professor Buergenthal's service as judge would be for a period of six years and would entail no remuneration other than travel expenses and related costs.

Dean Ernest Smith has strongly endorsed Professor Buergenthal's appointment to the Court, noting that it will bring prestige and recognition to the School of Law. The experiences gained by Professor Buergenthal's service will also be of great value to his teaching in courses on International Law and related subjects. Service on the Court will not interrupt or interfere with Professor Buergenthal's regular teaching duties since the Court meets only several times each year.

Professor Buergenthal's appointment to the Inter-American Court of Human Rights will constitute significant public service in the interest of the United States as a member of the Organization of American States and to all the nations of the Western hemisphere. In turn, his service will reflect credit upon the State of Texas and the University.

I am pleased to grant institutional approval for Professor Buergenthal's appointment to the Court and subject to your review and concurrence, I ask that this matter be submitted to the Board of Regents for consideration at the July meeting.

Sincerely yours,



Lorene L. Rogers
President

BACKGROUND INFORMATION

This invitation was extended to Professor Buergethal by Alejandro Orfila, Secretary General of the Organization of American States (OAS), based on action by the OAS General Assembly. His appointment to the Court will bring prestige and recognition to the School of Law, The University of Texas at Austin, and the State of Texas. It will also enhance the value of his teaching in courses on international law and will constitute significant public service in the interest of the United States and other nations in the Western hemisphere. This recommendation is in accordance with approval requirements for positions of honor, trust, or profit provided in Article 6252-9a of Vernon's Civil Statutes and Section 13.(10) and 13.(11), Chapter III, Part One, of the Regents' Rules and Regulations.

9. Request for Individual to Serve on Outer Continental Shelf Advisory Board of the U. S. Department of the Interior.--

RECOMMENDATION

President Rogers and Chancellor Walker recommend approval for Dr. William L. Fisher, Director of the Bureau of Economic Geology and Professor of Geological Sciences, to serve on the U. S. Department of Interior's Outer Continental Shelf Advisory Board. Dr. Fisher's appointment was made by Secretary of the Interior Andrus, upon recommendation of Governor William Clements. Dr. Fisher's service will be without remuneration.

President Rogers' Comments

Chancellor E. D. Walker
The University of Texas System
601 Colorado

May 23, 1979

Dear Chancellor Walker:

Dr. William L. Fisher, Director of the Bureau of Economic Geology, has been asked to serve on the Outer Continental Shelf Advisory Board of the U.S. Department of the Interior. His appointment to the Advisory Board was initiated by the Secretary of the Interior, Cecil D. Andrus, upon recommendation of Governor William Clements.

The Outer Continental Shelf Advisory Board was established in 1975 and serves as an advisory body to the Department of the Interior on matters of exploration and development of the nation's continental shelf resources. Dr. Fisher's service on the Advisory Board constitutes public service of great importance to the nation and will reflect honor to the University and the State of Texas. His service will be without remuneration and will in no way interfere with his duties as Director of the Bureau of Economic Geology and as Professor of Geological Sciences but will in fact enhance his teaching and scholarly contributions to the University.

I am very pleased to endorse Dr. Fisher's appointment to the Advisory Board and take pride in the fact that the Department of the Interior has asked this distinguished member of our faculty to serve in this important capacity. Subject to your review and concurrence, I ask that this recommendation be submitted to the Board of Regents for their consideration.

Sincerely yours,



Lorene L. Rogers
President

BACKGROUND INFORMATION

The Outer Continental Shelf Advisory Board was established in 1975 as an advisory body to the Department of the Interior on matters of exploration and development of the nation's continental shelf resources. Dr. Fisher's service on this Board will not conflict with his duties as Director of the Bureau of Economic Geology and Professor of Geological Sciences, but will enhance his teaching and scholarly contributions to the University. This recommendation is in accordance with approval requirements for positions of honor, trust or profit provided in Article 6252-9a of Vernon's Civil Statutes and Chapter III, Sections 13.(10) and 13.(11) of the Regents' Rules and Regulations.

F. U. T. SAN ANTONIO

10. Bond Matters - Recommendation to Issue and Sell Board of Regents of The University of Texas System, The University of Texas at San Antonio General Fee Revenue Bonds, Series 1979, Approximately \$12,000,000. --

Recommendation

President Wagener and Chancellor Walker recommend that approximately \$12,000,000 U. T. San Antonio General Fee Revenue Bonds, Series 1979, be issued, the exact amount to be determined after the fall enrollment figures are available. The proceeds of the bond issue to be used to complete classroom and office building, the Fine Arts Addition, minor remodeling, and to acquire teaching equipment.

It is further recommended that the firm of McCall, Parkhurst & Horton be named Bond Counsel, the firm of Russ Securities Bond Consultant; and that the Office of Investments and Trusts be authorized to take competitive bids for the bonds, paying agency and printing of the bonds with bids submitted to the Board of Regents at its October meeting and that an account be established on the books of U. T. San Antonio in the amount of \$50,000 out of bond proceeds to pay fees of the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs.

G. U. T. TYLER (TEXAS EASTERN UNIVERSITY)

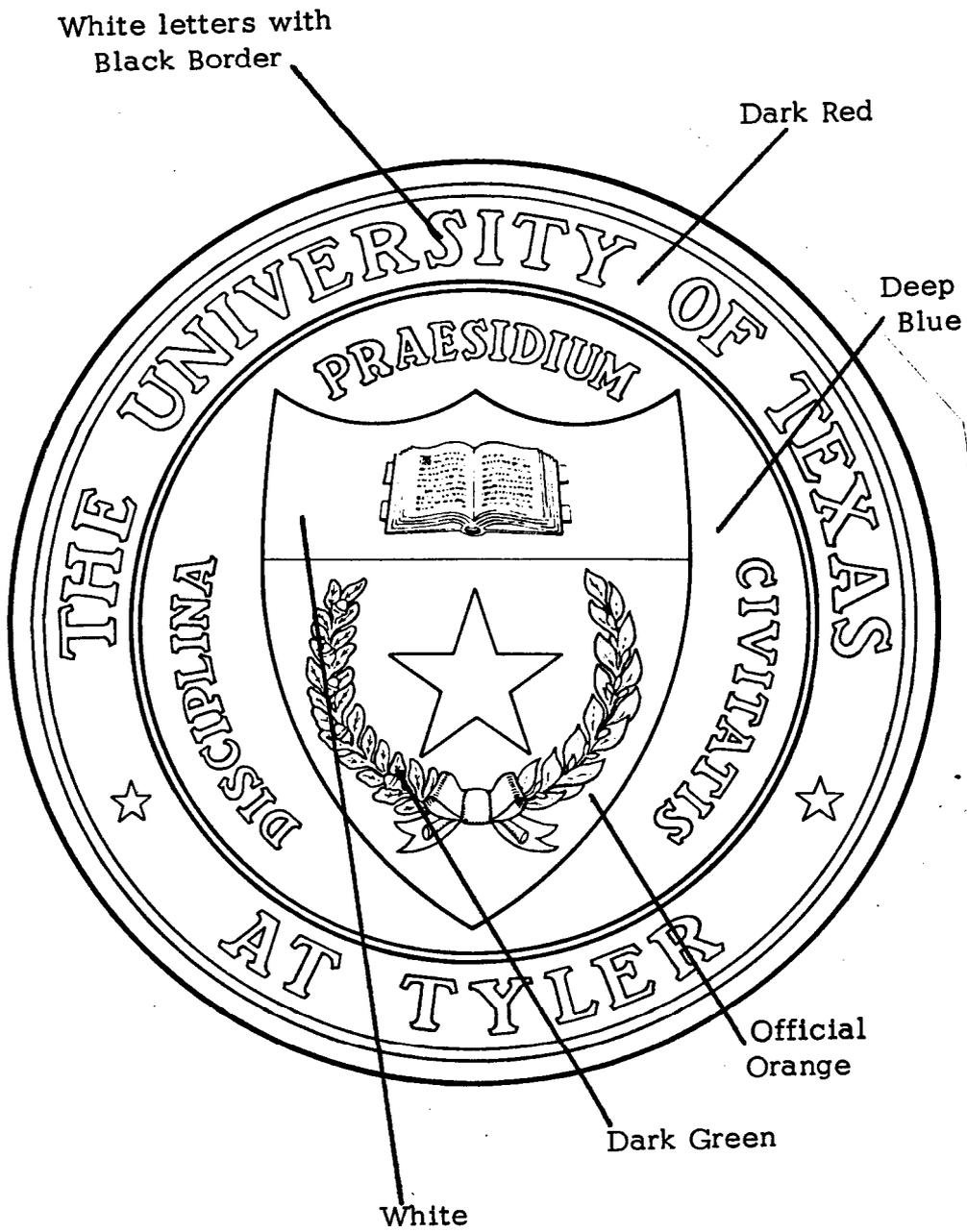
11. Proposed Resolution Acknowledging Transfer of Texas Eastern University into The University of Texas System. --

RECOMMENDATION

Chancellor Walker recommends that approval be given to the following resolution acknowledging the transfer of Texas Eastern University into The University of Texas System. He further recommends that, upon regental approval, copies of the resolution be sent to members of the Board of Regents of Texas Eastern University and to the president of the institution.

(See copy of resolution, Page C of W - 15.)

St 12 - COYA-15



RESOLUTION

WHEREAS, Governor William P. Clements signed Senate Bill 906 on June 2, 1979, transferring Texas Eastern University into The University of Texas System as The University of Texas at Tyler, effective September 1, 1979;

NOW THEREFORE BE IT RESOLVED, that The University of Texas System Board of Regents hereby acknowledges and accepts the administrative responsibility placed upon the Board by the legislative and gubernatorial actions creating The University of Texas at Tyler as a component institution within The University of Texas System; and

BE IT FURTHER RESOLVED, that The University of Texas System Board of Regents supports Texas Eastern University's smooth transition into The University of Texas System through the cooperative efforts of representatives from Texas Eastern University and The University of Texas System Administration; and

BE IT FURTHER RESOLVED, that the Board of Regents pledges its support to the fulfillment of U.T. Tyler's role and scope, and the institution's service to its community; and

BE IT FURTHER RESOLVED, that this Board of Regents will continue existing programs at U.T. Tyler, but will consider changes recommended by the institution's faculty and administration in the future; and

BE IT FURTHER RESOLVED, that appropriate statements regarding policy and regulations of the Board of Regents of The University of Texas System will be provided for insertion in existing institutional catalogues; and

BE IT FURTHER RESOLVED, that The University of Texas System Board of Regents acknowledges the contributions made to Texas Eastern University by its faculty, administration, and Regents and extends its welcome to the faculty and administration as members of The University of Texas System.

12. Request for Approval of Official Seal. --

RECOMMENDATION

President James H. Stewart and Chancellor Walker recommend approval of an official seal for The University of Texas at Tyler. The design and color of the seal are the same as The University of Texas System seal with the name of the institution inscribed in the outer ring using 60-point Univers 65 style type face.

13. Proposed Designation of Special Depository Banks for Receiving and Keeping Funds Arising from Local Income Required by Law to be Deposited in the State Treasury. --

RECOMMENDATION AND BACKGROUND INFORMATION

Section 51.008, Texas Education Code, directs the governing boards of State institutions of higher education to designate special depository banks, subject to the approval of the State Treasurer, for the purpose of receiving and keeping certain receipts of the institutions separate and apart from other funds deposited in the State Treasury. These designated banks are required to be those nearest the institutions credited with the receipts. Such receipts required by law to be deposited in the State Treasury are commonly known as local educational income and comprise all such receipts, including tuition and laboratory fees, except for receipts from auxiliary enterprises, non-institutional services, agency and restricted funds, endowment funds, student loan funds, and Constitutional College Amendment Funds. In the past, the State Treasurer has held that he had no authority to initiate the deposit of any such funds in time deposits in these special depository banks, but has agreed that the institutions, with proper governing board approval, could negotiate such time deposit agreements with the banks. This being done, the State Treasurer has in turn deposited the specified funds in the designated banks and credited the interest earned to the account of the institutions.

At various previous meetings, the Board of Regents designated such special depository banks for existing academic institutions, and authorized certain System Administration officials to deal with the State Treasurer in matters pertaining to deposits in such accounts. It is now desirable that the Board of Regents designate such special depository banks for The University of Texas at Tyler, which becomes a component institution on September 1, 1979 under provisions of Senate Bill 906, 66th Legislature.

System Administration recommends that the designated special depository banks be the Tyler Banks currently authorized as regular depository banks and that the following resolution be adopted:

Under the provisions of Section 51.008 of the Texas Education Code and Section 10b, Article IV, H.B. 558, as well as S.B. 906, 66th Legislature, Regular Session, the Board of Regents of The University of Texas System designate the following special depository banks to receive from the State Treasury those institutional receipts arising from local income of educational activities which are required to be deposited in the State Treasury by the following named institution:

The University of Texas at Tyler (Fund 228):

Citizens First National Bank, Tyler, Texas
Tyler Bank & Trust, Tyler, Texas
The Peoples National Bank, Tyler, Texas

This designation of the above named banks shall be effective as of September 1, 1979.

In order that sufficient collateral may be maintained by the above designated special depository banks, consistent with the requirements of the State Depository Board to cover balances of all institutional funds deposited therein by the State Treasurer; and in order that a maximum amount of such funds may be maintained on time deposit by the State Depository Board consistent with the operating requirements of such funds and with the requirements of the State Depository Board,

the Board of Regents hereby authorizes the Vice Chancellor for Business Affairs, or the Comptroller, of The University of Texas System to perform any and all acts and to prepare any and all notices necessary to properly notify the State Treasurer of:

1. Desired allocation of deposits between the designated banks.
2. The amounts of deposits anticipated in different periods of the year in each designated bank (in order that adequate collateral may be required of the banks).
3. The amounts of cash available for time deposits from time to time at given intervals of the year, and the interest rates and maturities for such deposits.
4. The desired withdrawals or re-deposit of such funds.

H. BOARD OF REGENTS

14. Proposed Amendment of Sections 3.17 and 3.23 of Chapter VII, Part One, Regents' Rules and Regulations (Foundations). --

RECOMMENDATION

It is recommended by Chancellor Walker that Section 3.17 of Chapter VII, Part One, of the Regents' Rules and Regulations be amended by deleting the following from the listing contained therein [~~The University of Texas Foundation, Inc. - (Chartered)~~] and that Section 3.23 of Chapter VII, Part One, of the Regents' Rules and Regulations be amended by adding to the listing contained therein the words The University of Texas Foundation, Inc.

BACKGROUND

This change is necessary in order to reflect properly the fact that The University of Texas Foundation, Inc., is a corporation chartered under the laws of the State of Texas with independent existence and management separate and apart from the Board of Regents. Its status as an independent entity has existed since the establishment of the Foundation, and the listing under Section 3.17 rather than Section 3.23 of Chapter VII, Part One, of the Regents' Rules and Regulations is and has been inappropriate.

COMMITTEE OF THE WHOLE

EMERGENCY ITEM

Page
C of W

U. T. SYSTEM

14. Recommended System Policy Regarding
Longevity Pay

Below

U. T. SYSTEM

14. Recommended System Policy Regarding Longevity Pay. --

RECOMMENDATION

Chancellor Walker recommends that the Board of Regents adopt a policy that the longevity payment rate for The University of Texas System be \$4.00 per month for each year of service as an employee of the state up to and including 25 years of service. Such longevity pay, to commence at the end of the fifth year, and to be increased at the end of each five years thereafter.

BACKGROUND INFORMATION

The Sixty-Sixth Legislature passed H.B. 454 authorizing payment of longevity pay to a maximum of \$4.00 per month on the basis of the recommendation outlined above. The amount of funds appropriated by the Sixty-Sixth Legislature will cover only approximately one-half of the cost. The "Longevity Guidelines" issued by the State Comptroller authorizes the Board of Regents to establish the longevity payment rate for The University of Texas System. Necessary funds to cover the cost that is not provided by state appropriations will be taken from other funds.

II SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events that have been reported to the Office of the Secretary:

Board of Regents' Meetings

October 11-12, 1979, to be held at the Dallas Health Science Center
 December 6-7, 1979, to be held in Austin

Holidays (1979)

September 3
 November 6
 November 22-23
 December 24-26
 December 31

Events (1979)

October 5 U. T. Austin
 Distinguished
 Alumni Awards

1979

JAN	FEB	MAR
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OCT	NOV	DEC
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Football Schedules*

1979 Football Schedule for U. T. Austin

September 22	7:00 p. m.	Iowa State	at Austin
September 29	1:30 p. m.	Missouri	at Columbia
October 6	7:00 p. m.	Rice	at Austin
October 13	2:00 p. m.	Oklahoma	at Dallas
October 20	7:30 p. m.	Arkansas	at Little Rock
October 27	1:30 p. m.	SMU	at Texas Stadium
November 3	2:00 p. m.	Texas Tech	at Austin
November 10	7:30 p. m.	Houston	at Astrodome
November 17	2:00 p. m.	TCU	at Austin
November 24	2:00 p. m.	Baylor	at Austin
December 1	1:30 p. m.	A&M	at College Station

*Schedules have not been furnished for U. T. Arlington and U. T. El Paso.

Committee of the Whole
Executive Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes,
Article 6252-17, Sections 2(e), (f) and (g)

Date: July 26, 1979

Time: Following the Open Session of the Committee of the Whole

Place: Room 4.02.12, Fourth Floor, John Peace Library
U. T. San Antonio

	<u>Page</u>
1. Pending or Contemplated Litigation - Section 2(e)	2
2. Land Acquisition and Negotiated Contracts - Section 2(f)	
a. University Lands: Mineral Transactions	2
b. Tyler Health Center: Recommendation to Purchase Portable Building	2
3. Personnel Matters - Section 2(g)	
a. U. T. Arlington: Nonrenewal of Contract of Assistant Professor	3
b. U. T. System: Proposed 1979-80 Operating Budgets	4

L+J-12-Item 5
L+J-16- "3

Bateson

Case
Info - No act

Documentation

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

2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. University Lands: Mineral Transactions

 - b. Tyler Health Center: Recommendation to Purchase Portable Building. --

RECOMMENDATION

Superintendent Hurst and Chancellor Walker recommend approval to purchase a portable building from Morgan Portable Building Corporation, Houston, Texas, at a cost of \$22,800.00 payable from Account No. 614-1020-005, Education - Maintenance Operation.

BACKGROUND INFORMATION

This portable building has been leased from Morgan Portable Building Corporation under a lease-right to purchase contract since October 1, 1975, with monthly lease payments of \$800.00. The lease will expire September 30, 1979, at which time the purchase price will be \$24,000.00. Morgan Portable Building Corporation has agreed to a purchase price of \$22,800.00 if the option to purchase is exercised by July 31, 1979.

The building is utilized for office space for Health Center personnel and will be utilized for this purpose for a number of years. The building has 2,108 square feet of space.

3. Personnel Matters - Section 2(g)

a. U. T. Arlington: Nonrenewal of Contract of Assistant Professor. --

REPORT AND RECOMMENDATION

President Nedderman duly notified Assistant Professor Terry W. Rombough (untenured) in May of 1978 that his appointment at U.T. Arlington would not be renewed for the 1979-80 academic year. Professor Rombough has alleged that the decision not to renew his appointment was based upon his exercise of constitutional rights and that the procedures through which the decision was reached constituted a denial of due process. Professor Rombough requested a hearing on these issues. After President Nedderman was advised by an Inquiry Committee that sufficient grounds did exist to warrant a hearing, the hearing was granted. The Hearing Committee met on May 4, 1979 and heard testimony concerning Professor Rombough's charges. It subsequently concluded that insufficient evidence existed to reverse the decision not to renew Professor Rombough's contract.

The specific findings of the Hearing Committee were as follows:

1. The preponderance of evidence showed that there was no denial of academic freedom or the constitutional right of free speech.
2. The Advisory Committee on Tenure and Promotion (ACTP) of the Sociology Department which met on April 10, 1978 was duly constituted.
3. The ACTP did not entertain reasons for nonrenewal that were violative of due process rights or any other constitutional rights.
4. The reasons considered by the ACTP were wholly proper reasons.
5. The alleged procedural irregularities of the ACTP, if they indeed occurred, were not sufficient to constitute a violation of due process rights.
6. It is not clear whether Professor Ramsey stated that Professor Rombough was a Marxist during the Summer of 1978.
7. If Professor Rombough was called a Marxist, it is unclear whether the statement was defamatory in its intent.
8. The issue of whether or not Professor Rombough was called a Marxist is in no way relevant to the issue of his non-renewal.

According to Part One, Chapter III, Section 6.35 of the Regents' Rules and Regulations, the final decision in this matter must be made by the Board of Regents. Professor Rombough's allegations, the transcript of the hearing, and the findings of the Hearing Committee, have therefore been transmitted to members of the Board for review. President Nedderman and Chancellor Walker concur in the findings of the Hearing Committee and recommend that its findings be approved by the Board.

b. U. T. System: Proposed 1979-80 Operating Budgets. --The proposed budgets for the following component institutions of The University of Texas System will be discussed:

- (1) System Administration and Available University Fund
- (2) The University of Texas at Arlington
- (3) The University of Texas at Austin
- (4) The University of Texas at Dallas
- (5) The University of Texas at El Paso
- (6) The University of Texas of the Permian Basin
- (7) The University of Texas at San Antonio
- (8) The University of Texas Institute of Texan Cultures at San Antonio
- (9) The University of Texas at Tyler
- (10) The University of Texas Health Science Center at Dallas
- (11) The University of Texas Medical Branch at Galveston
- (12) The University of Texas Health Science Center at Houston
- (13) The University of Texas Health Science Center at San Antonio
- (14) The University of Texas System Cancer Center
- (15) The University of Texas Health Center at Tyler

Meeting of the Board

(continued)

MEETING OF THE BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Date: July 26, 1979

Time: Following Completion of All Committee Meetings

Place: Fourth Floor, John Peace Library
U. T. San Antonio

A. -I. (Pages B of R 1-20)

J. RECONVENE

K. REPORTS OF STANDING COMMITTEES

1. System Administration Committee
by Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
by Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee
by Committee Chairman Law
4. Health Affairs Committee
by Committee Chairman Fly
5. Land and Investment Committee
by Committee Chairman Hay

L. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

M. REPORTS OF SPECIAL COMMITTEES, IF ANY

N. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Williams

O. CONSIDERATION OF THE ITEMS REFERRED TO THE EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--Chairman Williams will report the items discussed in Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f) and (g) and ask for action thereon, if any:

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. University Lands: Mineral Transactions
 - b. Tyler Health Center: Recommendation to Purchase Portable Building
3. Personnel Matters - Section 2(g)
 - a. U. T. Arlington: Nonrenewal of Contract of Assistant Professor
 - b. U. T. System: Proposed 1979-80 Operating Budgets