

# OMISSION

Pages 1469 - 2168

A. Ruth Baker

SIGNATURE OF OPERATOR

We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting (December 13, 1974) to be reflected in the Minutes.

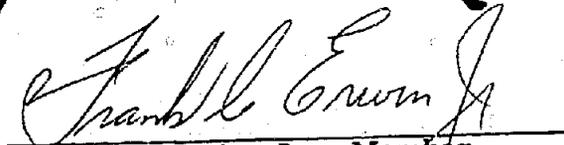
Signed this the 13th day of December, 1974, A. D.

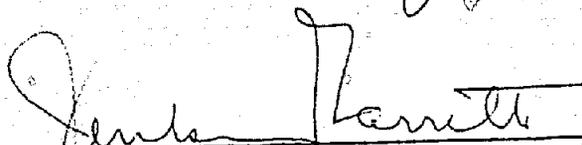
  
A. G. McNeese, Jr., Chairman

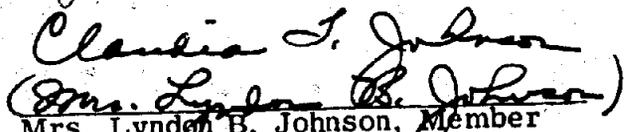
  
Dan C. Williams, Vice-Chairman

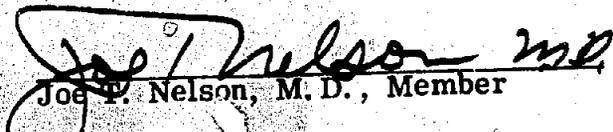
  
James E. Bauerle, D. D. S., Member

  
Edward Clark, Member

  
Frank C. Erwin, Jr., Member

  
Jenkins Garrett, Member

  
Mrs. Lyndon B. Johnson, Member

  
Joe P. Nelson, M. D., Member

  
Allan Shivers, Member

12-13-74

## MEETING NO. 728

FRIDAY, DECEMBER 13, 1974. -- In Room 212, Main Building, The University of Texas at Austin, Austin, Texas, the Board of Regents of The University of Texas System convened in regular session at 9:10 a. m. on December 13, 1974, with the following in attendance:

## ATTENDANCE. --

Present

Chairman McNeese, Presiding  
 Vice-Chairman Williams  
 Regent Bauerle  
 Regent Clark  
 Regent Erwin  
 Regent Garrett  
 Regent (Mrs.) Johnson  
 Regent Nelson  
 Regent Shivers

Absent

Secretary Thedford

Chancellor LeMaistre  
 Deputy Chancellor Walker

The meeting was called to order by Chairman McNeese.

APPROVAL OF MINUTES OF NOVEMBER 1, 1974. --The Minutes of the meeting of the Board of Regents of The University of Texas System held on November 1, 1974, were approved in the form distributed by Secretary Thedford upon motion of Regent Nelson, seconded by Vice-Chairman Williams. The official copy is in the Permanent Minutes, Volume XXII beginning with Page 862.

RECESS. --Chairman McNeese announced at 9:15 a. m. that the Board of Regents would recess for meetings of the Standing Committees.

EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --Immediately following the meeting of the Committee of the Whole in Open Session, Chairman McNeese asked that the Board of Regents retire to Room 209 and convene as a Committee of the Whole in Executive Session pursuant to Article 6252-17, Sections 2(e) and (f), Vernon's Civil Statutes to consider the following items:

1. U. T. Permian Basin: Legal Consultation with University of Texas System Attorneys Pertaining to Prospective Litigation (Page 60 )
2. U. T. Permian Basin: Report of Negotiations on Acquisition and Lease of Real Property and Recommendation Therefor (Pages 42, 60 )

RECONVENE. --At 11:45 a. m. , immediately following the meeting of the Committee of the Whole in Executive Session, the Board of Regents reconvened as a Board in Room 212 with the same attendance as at the earlier session.

#### REPORTS OF STANDING COMMITTEES

At the request of Chairman McNeese, the reports of the Standing Committees were submitted. With the exception of the Executive Session of the Committee of the Whole, all committees had met in the same place at which the 9:00 a. m. session of the meeting of the Board of Regents had been held (Main Building 212).

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 2 - 11 ). -- The following Report of the System Administration Committee was submitted by Committee Chairman Williams who stated that all actions had been taken in open session. The report was adopted and approval of the recommendations therein were ratified by unanimous vote:

#### Report

The System Administration Committee met in open session this morning and approved the following recommendations of the Administration which had been circulated to the members of the System Administration Committee since its last meeting on November 1, 1974.

Submitted for formal approval are the following recommendations of System Administration:

U. T. Arlington, U. T. Austin, U. T. El Paso, Dallas Health Science Center (Dallas Southwestern Medical School), Houston Health Science Center (Houston Medical School, Houston Dental Branch and Speech and Hearing Institute), San Antonio Health Science Center (San Antonio Medical School), University Cancer Center (M. D. Anderson) and System Nursing School: Amendments to the 1973-74 and 1974-75 Budgets (2-B-75 and 3-B-75). -- It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the Amendments (Pages 3-11) to the 1973-74 and 1974-75 budgets for The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at El Paso, The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School), The University of Texas Health Science Center at Houston and its Houston Medical School, Houston Dental Branch and Speech and Hearing Institute, The University of Texas Health Science Center at San Antonio, (San Antonio Medical School), The University of Texas System Cancer Center (M. D. Anderson) and The University of Texas System School of Nursing be approved.



12-13-74

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
26.	Auxiliary Enterprises - Intercollegiate Athletics			
	Transfer of Funds	From: Intercollegiate Athletics Unappropriated Balance via Estimated Income	To: Intercollegiate Athletics - Operating Budget - Salaries \$ 21,162 Other Expenses 43,050 Equipment for Rehabilitation Room 20,000 Reserve for Replacement of Synthetic Turf 35,000 <u>\$119,212</u>	
	Amount of Transfer	\$ 119,212		---
27.	Auxiliary Enterprises - Parking and Traffic			
	Transfer of Funds	From: Parking and Traffic Unappropriated Balance via Estimated Income	To: Parking and Traffic Enforcement - Other Expenses \$ 18,750	---
	Amount of Transfer	\$ 18,750		---
28.	Auxiliary Enterprises - U. T. Austin Student Publications			
	Transfer of Funds	From: U. T. Austin Student Publications Unappropriated Balance via Estimated Income	To: U. T. Austin Student Publications Operating Budget - Salaries and Wages \$ 18,350 Other Operating Expenses 23,908 Unallocated Account 542 <u>\$ 42,800</u>	
	Amount of Transfer	\$ 42,800		
29.	Donald W. Zacharias Office of the President and Speech Communication	Assistant to the President and Professor (Tenure)	Assistant to the President and Professor (Tenure)	
	Academic Rate	\$ 20,000	\$ 22,000	11/1/74
	Administrative Rate - (12 mos.)	26,666	29,333	

In the reassignment of duties in the Office of the President (ad interim), Dr. Zacharias has assumed new and additional responsibilities concurrent with the appointments of Drs. Brandt and Monti in this office.

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
30.	James J. Truchard Applied Research Laboratories	Research Scientist Associate V	Research Scientist Associate V	
	Salary Rate	\$ 17,580	\$ 20,100	11/1/74
	Source of Funds: Government Contract Funds Payroll Clear- ing Account			
31.	Division of Extension- Extension Teaching and Field Service Bureau Transfer of Funds	From: Unappropriated Balance via Estimated Extension Income	To: Extension Teaching and Field Service Bureau- Extension Classes and Consultant Services	
	Amount of Transfer	\$ 300,000	\$ 300,000	---
32.	Auxiliary Enterprises - Jester Center Halls Transfer of Funds	From: University Housing System Un- appropriated Balance via Estimated Income	To: Jester Center Halls	
	Amount of Transfer	\$ 117,600	\$ 117,600	---
33.	Auxiliary Enterprises - Women's Residence Halls Transfer of Funds	From: University Housing System Un- appropriated Balance via Estimated Income	To: Women's Residence Halls - Littlefield Dormitory	
	Amount of Transfer	\$ 8,500	\$ 8,500	---
34.	Auxiliary Enterprises - U. T. Austin Student Publications Transfer of Funds	From: U. T. Austin Student Publications Unappropriated Balance	To: Student Directory - Operating Expense	
	Amount of Transfer	\$ 13,250	\$ 13,250	---

The University of Texas at El Paso

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	<u>1974-75 BUDGETS</u>			
	Murray J. Manning (Non-tenure) Accounting	Instructor (1/4T)	Instructor (1/2T)	
	Academic Rate	\$ 6,400 (1973-74)	\$ 8,544	9/1/74

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	Garry O. Hawkins (Non-tenure) Mechanical and Industrial Engineering	Visiting Assistant Professor	Visiting Assistant Professor	
	Academic Rate	\$ 9,600 (1973-74)	\$ 13,500	9/1/74
	Source of Funds: Unallocated Salaries			
	Barbara G. Prater Peer Counseling, University Resource Center	Tutorial Supervisor (1/2T)	Tutorial Supervisor (1/2T)	
	Salary Rate	\$ 9,600 (1973-74)	\$ 15,333	9/1/74
	Source of Funds: Unallocated Salaries			
10.	Auxiliary Enterprises - Student Publications Administration			
	Transfer of Funds	From: Student Services Fees Unappropriated Balance	To: Student Publica- tions Administration	
	Amount of Transfer	\$ 1,945	\$ 1,945	---
11.	Current Restricted Funds - Academic Planning Committee			
	Transfer of Funds	From: Josephine Clardy Fox Fund Unappropriated Balance	To: Academic Planning Committee - Salaries \$ 3,868 Wages 2,948 Maintenance and Operation 1,184 <u>\$ 8,000</u>	
	Amount of Transfer	\$ 8,000		---

The University of Texas  
Health Science Center at Dallas

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	1973-74 BUDGET			
	Plant Funds			
	Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Plant Fund Projects	
	Amount of Transfer	\$ 1,400,000	\$ 1,400,000	---

The transfer of \$1,400,000 from General Funds Unappropriated Surplus, via Estimated Income, is requested for the following Plant Fund Projects:

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Renovation of Cary Building - \$450,000

These funds are needed for partial renovation of the building to accommodate minimum needs of the clinical science departments in areas vacated by the move of basic science departments to the new facilities. The work must be accomplished in small projects, under \$50,000 each, on a priority basis and will be done by the Physical Plant.

Replacement of Cary Building Elevators - \$60,000

The elevators in this building are completely worn out and are unsafe. They must be replaced as soon as possible.

Warehouse Building - \$100,000

We have a critical need for additional warehouse space due to the expansion of this Institution. This warehouse would be an expansion of present facilities behind the Physical Plant and would replace facilities that are presently being leased.

Central Data Acquisition System - \$550,000

When the Physical Plant addition was designed, facilities were provided for installation of this system to monitor the vast amount of mechanical equipment in the buildings. When the Phase I buildings were constructed, provision was made to connect the mechanical equipment to the CDAS. This appropriation will cover the central equipment and wiring for approximately 900 points; expandable to a 3,000 point system. Environmental rooms and other equipment where mechanical failure must be detected quickly would have first priority for connection to the system.

5. Parking Lot - \$150,000

The growth in enrollment with accompanying increases in faculty and staff requires expansion of our parking facilities prior to September, 1975. All parking spaces on the campus are filled daily with an overflow on temporary graveled areas. This lot would be an expansion of Lot Number 4 near the Physical Plant.

6. Minor Repair and Renovation of Facilities - \$90,000

These funds are needed for minor renovation projects in present facilities. The expansion of the Medical School necessitates the relocation of many faculty into areas that require repairs or remodeling to adapt the space to their needs.

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
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1975 BUDGETDallas Southwestern Medical School

1.	Joseph L. Goldstein (Tenure) Internal Medicine	Associate Professor	Associate Professor	
	Salary Rate	\$ 30,000	\$ 32,727	10/1/74
	Source of Funds: Unallocated Faculty Salaries			
2.	Peggy A. Sartain (Tenure) Pediatrics	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 22,150	\$ 25,150	10/1/74
	Source of Funds: Unallocated Faculty Salaries			

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3	Edward E. Christiansen (Tenure) Radiology	Professor	Professor	
	Salary Rate	\$ 31,500	\$ 35,500	10/1/74
	Source of Funds: Unallocated Faculty Salaries			
4	Geral W. Dietz (Non-tenure) Radiology	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 22,000	\$ 25,000	10/1/74
	Source of Funds: Unallocated Faculty Salaries			
5	William B. Neaves (Tenure) Cell Biology	Associate Professor	Associate Professor	
	Salary Rate	\$ 22,600	\$ 26,600	11/1/74
	Source of Funds: Unallocated Faculty Salaries			
6	Ernest M. Stokely (Non-tenure) Radiology	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 20,000	\$ 22,000	11/1/74
	Source of Funds: Unallocated Faculty Salaries			

The University of Texas  
Health Science Center at Houston

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 BUDGET</u>				
	Unallocated Accounts			
	Transfer of Funds	From: Unappropriated Balance General Funds	To: 1974-75 Operating Budget Unallocated Accounts	
	Amount of Transfer	\$ 400,000	\$ 400,000	---
2.	Elizabeth A. Smith (Non-tenure) Continuing Education- General Instruction	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 21,600	\$ 24,000	11/1/74
	Source of Funds: Regional Medical Program Contract			

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	Plant Funds			
	Transfer of Funds	From: Unappropriated Balance - General Funds	To: Unexpended Plant Funds - Special Project Allocation Fund	
	Amount of Transfer	\$ 900,000	\$ 900,000	---

The transfer of \$900,000 from the Houston Health Science Center Unallocated General Funds Balance (General Funds Surplus) to Unexpended Plant Funds is to cover the cost of special projects.

Anticipated needs include:

1. a series of minor alterations in the Health Science Center existing buildings to accommodate the movement of faculty and staff from leased quarters to owned buildings as our new buildings come on line,
2. special equipment needs to accommodate new faculty and staff in the Medical School, which must be met prior to completion and equipping the Phase II and Phase III Medical School building projects, and
3. special Physical Plant equipment and repair parts inventories which must be accumulated during the next two fiscal years.

This transfer will provide funding for these needs as they occur during the next two years and we feel that funds should be set aside for these projects at this time.

#### Houston Medical School

4. Robert E. Druilhet				
Internal Medicine	Research Associate	Research Associate		
Salary Rate	\$ 8,436	\$ 10,436		11/1/74
Source of Funds:				
Current Restricted Funds				

Robert W. Gynn (Non-tenure)				
Psychiatry	Assistant Professor	Assistant Professor		
Salary Rate	\$ 28,000	\$ 30,000		11/1/74

Edward L. Reilly (Non-tenure)				
Psychiatry	Associate Professor	Associate Professor		
Salary Rate	\$ 27,000	\$ 30,000		11/1/74
Source of Funds:				
Unallocated Instructional Salaries				

#### Auxiliary Enterprises - Student Health Services

Transfer of Funds	From: Student Services Fees Unappropriated Balance via Estimated Income	To: Student Health Service - Operating Budget		
	Medical School			
	Capitation Grant			
Amount of Transfer	\$ 45,990 31,500 <u>\$ 77,490</u>	\$ 77,490		---

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>Boston Dental Branch</u>				
	Isaac Konigsberg (Tenure) Preventive Dentistry- Community Dentistry	Professor and Chairman	Professor and Chairman	
	Salary Rate	\$ 28,000	\$ 30,000	11/1/74
	Source of Funds: Dental Branch Capitation Grant			
<u>Speech and Hearing Institute</u>				
	Joan I. Lynch Office of the Director and Patient Services - Management and General	Associate Director for Clinical Service	Associate Director for Clinical Service	
	Salary Rate	\$ 20,100	\$ 22,456	11/1/74
	Source of Funds: Unallocated Salaries			
10	Martha A. Rister General Instruction	Associate Director for Educational Service	Associate Director for Educational Service	
	Salary Rate	\$ 17,600	\$ 20,224	11/1/74
	Source of Funds: Unallocated Salaries			

The University of Texas  
Health Science Center at San Antonio

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 BUDGET</u>				
<u>San Antonio Medical School</u>				
	Robert N. Schnitzler (Non-tenure) Medicine	Assistant Professor	Assistant Professor	
	Salary Rate	\$ 25,000	\$ 27,700	11/1/74
	Source of Funds: Unallocated Salaries			
	Carl J. Pauerstein (Tenure) Obstetrics and Gynecology	Professor	Professor	
	Salary Rate	\$ 32,000	\$ 34,000	11/1/74
	Source of Funds: Unallocated Salaries			

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<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
Marvin L. Chatkoff (Non-tenure) Obstetrics and Gynecology, Bio- chemistry, and Graduate School Instruction	Assistant Professor	Assistant Professor	
Salary Rate	\$ 23,200	\$ 25,200	11/1/74
Source of Funds: Unallocated Salaries			

Vernon S. Bishop (Tenure) Pharmacology and Graduate School Instruction	Professor	Professor	
Salary Rate	\$ 26,900	\$ 30,000	11/1/74

The University of Texas System Cancer Center

<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>74-75 BUDGET</u>			
M. Anderson David K. King (Non-tenure) Medicine	Faculty Associate	Faculty Associate	
Salary Rate	\$ 18,000 (1973-74)	\$ 20,000	9/1/74
Source of Funds: Vernon Vance Fund			

The University of Texas System School of Nursing

<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>74-75 BUDGET</u>			
2. El Paso Nursing School Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: El Paso Nursing School - Maintenance and Operation	
Amount of Transfer	\$ 4,200	\$ 4,200	---

**REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 12 - 17).** --Committee Chairman (Mrs.) Johnson stated that all actions of the Academic and Developmental Affairs Committee had been taken in open session. She submitted the following report and recommended its approval. The report was approved and all actions therein were ratified:

1. U. T. System: Chancellor's Docket No. 76 (Attachment No. 1). --  
The Chancellor's Docket No. 76 (Attachment No. 1) was approved in the form distributed by the Secretary on November 15, 1974. The Docket (Attachment No. 1) is attached following Page 78 and made a part of these Minutes.
2. U. T. Arlington: Authorization to Seek Permission from Coordinating Board for Degree Programs Leading to (a) M. A. in Environmental Design and (b) Master of City and Regional Planning (Catalog Change). --Upon recommendation of President Nedderman, processed through appropriate channels, and the concurrence of Chancellor LeMaistre, authorization was given to request from the Coordinating Board, Texas College and University System permission to establish at The University of Texas at Arlington degree programs leading to (a) Master of Arts in Environmental Design and (b) Master of City and Regional Planning, both to be implemented in September 1975.

Committee Chairman (Mrs.) Johnson noted that both of these programs are in the Department of Architecture and are to train professionals within the respective areas to meet the needs of society. These programs are geared to a metropolitan area that is growing and to building a market for what is going to happen within the area.

She further noted that the initial increase in operating costs for the program leading to the M. A. in Environmental Design is estimated at \$18,000 and for the program leading to the Master of City and Regional Planning is estimated at \$27,000. The programs will be funded from formula generated funds.

If these programs are approved by the Coordinating Board, the first catalog published thereafter by U. T. Arlington will be amended to include the programs.

3. U. T. Arlington: Authorization to Seek Permission from Coordinating Board for Administrative Reorganization by Dividing the Department of History and Philosophy (Catalog Change). -- Approval was given to the recommendation of President Nedderman, concurred in by Chancellor LeMaistre, to seek permission from the Coordinating Board, Texas College and University System to reorganize the Department of History and Philosophy in the College of Liberal Arts into the Department of History and the Department of Philosophy. President Nedderman estimated that this change would cost approximately \$6,000 annually, which funds would be available through formula rates and appropriation.

It was further noted by Committee Chairman (Mrs.) Johnson that historically philosophy in most universities enjoys departmental status. It is believed that the appeal to the students and the morale of our faculty will be improved by establishing a separate Department of Philosophy.

If this reorganization is approved by the Coordinating Board, the first catalog published thereafter by U. T. Arlington will be amended to conform thereto.

4. U. T. Arlington: By-Laws of Student Community Constitution Amended. -- Upon the recommendation of President Nedderman, concurred in by Chancellor LeMaistre, the By-Laws of the Student Community Constitution of The University of Texas at Arlington were amended:

- (a) By adding "and Members" to the title of Article I, thereby changing it to read as follows:

Duties of Officers and Members

- (b) By setting out the duties of the members and adding a new Section G to Article I to read as follows:

Student Congress Members shall participate in committee assignments and Congress assignments, develop working relationships with their respective constituent councils, and maintain a list of 10 students from their constituency who would be willing to contribute some of their time and effort to work on Student Congress projects.

Committee Chairman (Mrs.) Johnson said that it is the hope of the Student Congress that these amendments will encourage all of its members to become more active.

5. U. T. Arlington: Amendment to 1975-76 Rental Schedule for University-Owned Residence Halls (Dormitories) Effective September 1, 1975 (Catalog Change). -- President Nedderman reported that the excess of expenditures over income for the University-owned residence halls (dormitories) at The University of Texas at Arlington was \$2,134 (deficit) for the fiscal year ended August 31, 1974. For the fiscal year ending August 31, 1975, it is anticipated that there will be an operational loss after provision for debt service of \$30,000 based on the present and announced utility rate increases. The current occupancy in the residence halls is 98.8%, approximately what it was in 1973.

Based upon an anticipated increase of operation in the next fiscal year, President Nedderman recommended and System Administration concurred that the rate schedule for University-owned residence halls (dormitories) be amended to read as set out on Page 14 effective September 1975.

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## Rate Schedule for 1975-76

## The University of Texas at Arlington - Dormitories

Long Session

## Air Conditioned Halls:

Lipscomb (North)	\$520
Trinity	520

## Non-Air Conditioned Halls:

Lipscomb (South)	450
Pachl	450
Brazos	450

Summer Session

Lipscomb (North)	\$230
Trinity	230

President Nedderman estimated that the new rates will be at or near the lower limits of the rates charged by other institutions in the North Texas area and will provide approximately \$75,000 per year in additional income.

By unanimous vote the rate schedule for 1975-76 as proposed was adopted, and authorization was given to amend the next published catalog at U. T. Arlington to conform to this action.

6. U. T. Arlington, U. T. Dallas, Dallas Health Science Center (G. S. B. S.): Authorization to Seek Permission from Coordinating Board to Establish Joint Degree Program Leading to M. S. and Ph. D. in Chemistry (Catalog Change). --The Council of Presidents of the U. T. Units in North Texas (Presidents Nedderman, Jordan and Sprague) presented, and Chancellor LeMaistre concurred in, a request to establish a joint program leading to the degrees of Master of Science and Doctor of Philosophy in Chemistry at The University of Texas at Arlington, The University of Texas at Dallas and the Graduate School of Biomedical Sciences at The University of Texas Health Science Center at Dallas. The proposal was based on the need of a program to provide the students with a professional level background in Physical Chemistry, Organic Chemistry, Biological Chemistry, Inorganic Chemistry, Analytical Chemistry, Microbial and Natural Products Chemistry and Pharmaceutical Chemistry.

Chancellor LeMaistre related that a report is expected from an outside evaluation committee. Whereupon, by unanimous vote the recommendation was approved contingent upon approval of the outside evaluation committee, and authorization was given to seek permission from the Coordinating Board, Texas College and University System to establish such program as outlined.

(Chancellor LeMaistre has reported to the Secretary since the meeting that the outside evaluation committee has approved the proposal.)

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Committee Chairman (Mrs.) Johnson noted that the initial operating costs estimated at \$42,000 will be distributed among the three component institutions. The program will use faculty and courses from the three institutions and maximize the use of educational resources within the North Texas area.

If this program is approved by the Coordinating Board, the first catalog published thereafter by each of the three institutions (U. T. Arlington, U. T. Dallas and Dallas G. S. B. S.) will be amended to include the program.

7. U. T. Arlington and Dallas Health Science Center (G. S. B. S.): Authorization to Seek Permission from Coordinating Board to Establish Joint Program Leading to Ph. D. Degree in Physics (Catalog Change). -- Authorization was given to seek permission from the Coordinating Board, Texas College and University System to establish a joint program at The University of Texas at Arlington and the Graduate School of Biomedical Sciences at The University of Texas Health Science Center at Dallas leading to a Doctor of Philosophy degree in Physics. This proposal was recommended by Presidents Nedderman and Sprague, approved by an outside evaluation team, and concurred in by Chancellor LeMaistre.

Committee Chairman (Mrs.) Johnson pointed out that a major emphasis of the program is to prepare students for specialization in several areas in physics and to give the students professional flexibility. The areas of concentration include specifically radiological physics, nuclear physics, solid state physics and laser optics. Particular emphasis was also given to the fact that there will be academic counseling on an individual basis as outlined in the proposal.

If this program is approved by the Coordinating Board, the first catalog published thereafter by U. T. Arlington and Dallas G. S. B. S. will be amended to include the program.

8. U. T. Austin: Permission to Play in Gator Bowl in Jacksonville, Florida, on December 30, 1974, and Approval of Budget Therefor. -- The recommendation of President Rogers, concurred in by Chancellor LeMaistre, for permission for the football team of The University of Texas at Austin to participate in the Gator Bowl Game in Jacksonville, Florida, on December 30, 1974, was granted by unanimous vote.

The following proposed budget of \$150,000 for the Gator Bowl Game was distributed at the meeting:

1974  
GATOR BOWL BUDGET

Team and Officials Plane	\$ 31,000
Subsistence Expense for Team and Staff	19,500
Individual Players Travel to Austin	6,500
Staff Compensation	28,000
Team & Officials Local Transportation	3,000
Team Practice Living Expenses	2,500

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Band Plane	31,000
Band & Cheerleaders Expense	12,000
Sports News Expenses & Game Films	2,000
Awards	9,000
Unallocated Funds	5,500
	<u>\$150,000</u>

In answer to queries about this budget, Regent Erwin was recognized and explained that the Southwest Athletics Conference had authorized each of those institutions whose football team leaves its state for a postseason game be allocated \$150,000. In all bowl games of members of the Southwest Athletics Conference, the remainder of the gate receipts are shared by the other members of the Southwest Conference. He said that over the last ten years The University of Texas at Austin has contributed in excess of \$3,000,000 more to the conference and the other conference members than U. T. Austin had received from the other conference members.

The budget for the Gator Bowl Game as proposed was approved. Regent Clark asked to be recorded as voting "No."

9. U. T. El Paso: Authorization to Seek Permission from Coordinating Board to Establish Program Leading to Bachelor of Fine Arts Degree (Catalog Change). -- Upon recommendation of President Templeton, concurred in by Chancellor LeMaistre, authorization was given to seek permission from the Coordinating Board, Texas College and University System to establish a Bachelor of Fine Arts degree program within the Department of Art at The University of Texas at El Paso.

This proposed new degree program would allow the student to increase his professional knowledge and experience in the art field so that he may progress toward a professional standing within the public and business world, or continue his art training in postgraduate studies.

It was pointed out that the present library holdings at U. T. El Paso are adequate to implement this new degree program and no new facilities will be needed. The proposed program will not affect the administrative structure of the institution.

If this program is approved by the Coordinating Board, the first catalog published thereafter by U. T. El Paso will be amended to include this degree program.

10. U. T. Permian Basin: Authorization to Seek Permission from Coordinating Board for Administrative Reorganization to Divide College of Arts and Education into College of Arts and Humanities and College of Social and Behavioral Sciences. -- The committee received a proposal from President Amstead, concurred in by Chancellor LeMaistre, to divide the existing College of Arts and Education at The University of Texas of the Permian Basin into (a) College of Arts and Humanities and (b) College of Social and Behavioral Sciences.

This proposal was based on the fact that the College of Arts and Education presently contains 60% of the students and faculty and in the future there will probably be an even greater imbalance. At U. T. Permian Basin there are no traditional departments but instead most of the administrative functions are centered in the office of the dean. Hence, the dean and his staff have heavy administrative duties. It is thought that by 1975 a single dean will not be able to manage effectively and efficiently the job. Thus, this recommendation is to prevent further imbalance and to insure that the Office of the Dean can remain in touch with the faculty and students.

The recommendation for this administrative reorganization was approved and authorization was given to seek approval from the Coordinating Board, Texas College and University System for this division.

If this reorganization is approved by the Coordinating Board, the first catalog published thereafter by U. T. Permian Basin will be amended to conform thereto.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 18-52). -- Committee Chairman Erwin stated that except for the Item reported on Pages 42 - 52, all actions of the Buildings and Grounds Committee had been taken in open session and he moved approval thereof. The motion was duly seconded, and the report was unanimously approved:

1. U. T. System - System Administration Office Building: Named Ashbel Smith Hall and Plaque Authorized. -- The building being constructed at the corner of Colorado and Seventh streets and formerly referred to as the System Administration Office Building was named Ashbel Smith Hall in honor of Ashbel Smith of Galveston who was a member of the Board of Regents of The University of Texas System from April 1881 to January 2, 1886, and President of the Board from November 15, 1881 to January 2, 1886. For the record, below is a summary paragraph relating to Ashbel Smith:

#### ASHBEL SMITH (1805-1886)

In the history of the Republic of Texas and the State, few citizens have been so versatile and so effective in their citizenship as Ashbel Smith. Classicist and teacher, physician and research scientist, soldier and writer, diplomat and legislator, he supported the cause of education at every level. Long before the University at Austin and the Medical Branch at Galveston were established, he worked steadily and courageously for Texas higher education. As president of the first Board of Regents, he played a major role in defining both plans of operation and academic principles which enabled the new University to assume its role with confidence. During his last major address, delivered at the laying of the cornerstone of the original Main Building, he summarized his deepest conviction: "In ignorance lies the great danger, the chief enemy to the perpetuity, to the virtue, and to the aggregate power of a people."

It was further authorized that the inscription on the plaque for Ashbel Smith Hall follow the standard pattern approved by the Board of Regents on October 1, 1966, to-wit:

#### ASHBEL SMITH HALL

1972

#### BOARD OF REGENTS

John Peace, Chairman  
 Frank N. Ikard, Vice-Chairman  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe M. Kilgore  
 A. G. McNeese, Jr.  
 Joe T. Nelson, M.D.  
 Dan C. Williams

Charles A. LeMaistre, M.D.,  
 Chancellor, The University  
 of Texas System

Jessen Associates, Inc.,  
 Project Architect  
 Zapata Warrior Division of  
 Zapata Constructors, Inc.,  
 Contractor

2. U. T. Arlington - Renovation of Engineering Technology Building (space to be used for Department of Geology): Approval of Final Plans and Specifications and Authorization to Advertise for Bids. --  
The final plans and specifications for the Renovation of the Engineering Technology Building at The University of Texas at Arlington were approved for an estimated total project cost of \$2,300,000. These plans and specifications cover the renovation of approximately 45,000 gross square feet, which space is to house the Department of Geology.

The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids subject to final review. The bids will be presented to the Board of Regents at a later date.

3. U. T. Arlington: Underground Easement Granted to City of Arlington to Provide Water Service to Sprinkler System for Campus. --To provide water service to the sprinkler system on the campus of The University of Texas at Arlington, an underground easement was granted to the City of Arlington. The easement is to be 10 feet in width and approximately 413 feet in length in or upon a tract of land containing 11.347 acres in the O. Medlin Survey as conveyed to the State of Texas by deed recorded in Volume 4073, Page 418 Deed Records, Tarrant County, Texas. The Chairman of the Board of Regents was authorized to execute this easement when it has been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

4. U. T. Austin - Ernest Cockrell, Jr. Hall: Report of Second Revision of Annual Interest Grant No. 5-7-00390-0. --At the Regents' meeting on January 29, 1971, Annual Interest Grant No. 5-7-00390-0 for Engineering Teaching Center No. 1 (now called Ernest Cockrell, Jr. Hall) at The University of Texas at Austin in the annual amount of \$135,008 was accepted by the Board. This grant was for the purpose of paying the difference in the actual interest over and above a 3% interest rate on \$5,000,000 of Combined Fee Revenue Bonds issued for U. T. Austin and allocated to the construction of this building.

At the meeting of the Board of Regents held on April 23, 1971, a revision of this Annual Interest Grant reducing the amount to \$91,578 was accepted. The reduction was calculated on the basis of the net interest cost of the winning bid without regard to the purchase of accrued interest to the date of bond delivery.

System Administration reported that the Department of Health, Education and Welfare had issued a "Notification of Reduction of Annual Interest Grant Commitment" in connection with this grant which further revised the annual amount to \$90,085 in order to reflect the lower net interest cost after the deduction of the accrued interest purchased.

This second revision of Annual Interest Grant No. 5-7-00390-0 was accepted.

5. U. T. Austin - Faculty Office Building and Center: Named Walter Webb Hall. --The Faculty Office Building and Center at The University of Texas at Austin (located at 405 West 25th Street or 2500 Guadalupe) was named Walter Webb Hall in honor of Dr. Walter Prescott Webb, a highly respected author and long-time Professor of History at the University. Below is a resume of Dr. Webb:

**WALTER PRESCOTT WEBB (1888-1963)**

Walter Prescott Webb has been widely celebrated as one of his University's and this country's most distinguished historians. Equally important were his roles as a teacher deeply concerned with every student and as a member of the faculty selflessly devoted both to the well-being of the academic community and to the highest academic ideals, including intellectual integrity. Honored by many American universities and by both Oxford and Cambridge, Professor Webb's best known work reflects a constantly widening perspective on the whole world. Every period of his life, however, stayed rooted in his own countryside-- its changing natural conditions; its people and customs; its social, economic, and educational prospects. He was as fearless as he was candid. Outside the immediate circle of his own family, his first loyalty was centered in The University of Texas. He gave most of the years of his life to plain, sensible restatements of its first principles and to the hope that the University would realize the full promise of its future.

It was further ordered that the plaque for this building which was approved on June 14, 1974, be conformed by changing the name of the building from Faculty Office Building and Center to WALTER WEBB HALL.

6. U. T. Austin - Walter Webb Hall (Faculty Office Building and Center): Lease to Faculty Center Corporation. --The Chairman of the Board of Regents was authorized to execute the following Lease Agreement between the Board of Regents of The University of Texas System and the Faculty Center Corporation for the lease of the first and second floors in the Walter Webb Hall located at 405 West 25th Street in the City of Austin, Travis County, Texas:

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1974, by and between the Board of Regents of The University of Texas System, hereinafter called "Lessor" and Faculty Center Corporation, a Texas Corporation, of Austin, Travis County, Texas, hereinafter called "Lessee",

12-13-74

1411

W I T N E S S E T H:

1. Leased Premises. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid and the mutual benefits and covenants herein contained on the part of Lessor and Lessee to be kept and performed, Lessor hereby demises and leases to Lessee for the term hereinafter described, the following described property in Austin, Travis County, Texas:

Being the First and Second floors in what is known as the "Walter Webb Hall" located at 405 West 25th Street, in the City of Austin, Travis County, Texas;

together with all improvements situated or to be situated thereon, including any and all personal property, furniture and fixtures located on the leased premises. The premises will be fully furnished and shall be inventoried as State property. A list of the property to be included in the inventory will be agreed upon by the parties. The inventory agreement shall be executed by the parties and attached hereto as Exhibit "A" and made a part of this lease agreement.

2. Terms. The term of this lease is for one year commencing on the date of the execution of this agreement, and shall continue thereafter from year to year, provided, however, that this lease may be terminated by either party upon six months written notice to the other party.

3. Improvements. Lessee shall keep the premises and the improvements and equipment thereon in good order and in a clean, safe and healthful condition. At the expiration of this lease, Lessee agrees to deliver possession of the leased premises, together with such improvements, furniture and fixtures as have not been delivered to Lessor during the term of this lease, in as good order and condition, ordinary wear and tear excepted, as they are at the commencement of the lease.

4. Use of Premises. The leased premises are to be used as a faculty center for educational, professional and recreational purposes and activities not inconsistent therewith. Lessee agrees to comply with all statutes, laws and ordinances and the orders, rules, regulations and requirements of all Federal, State, County and Municipal governments and the rules and regulations of Lessor with regard to the use and condition of the leased premises and improvements and equipment thereof.

5. Taxes. Lessee covenants and agrees to pay all lawful charges connected with the operation of the leased premises, including all tax assessments and charges, general and specific that may be levied against Lessee by reason of its use of the premises and improvements and equipment situated thereon.

6. Liability. Lessee covenants and agrees to assume all liability during the term hereof for or on account of any injury, loss or damage to any person or property in or upon the said premises or upon the sidewalks contiguous thereto during the term hereof and Lessee agrees to save Lessor harmless therefrom. The use of all property of every kind which may be on the premises during the term hereof shall be at the sole risk of Lessee. Lessor shall not be liable to Lessee, or to any other person, for any injury, loss or damage to any person or property in or upon the premises.

Furthermore, Lessor shall not be liable to Lessee or to Lessee's employees, licensees, permittees or visitors, for any damage to person or property caused by the act or negligence of Lessee nor for any damage from any defect or want or repair and Lessee accepts the premises as wholly suitable for the purposes for which the same are leased and accepts the improvements as they are constructed and waives defects therein and further agrees to hold Lessor harmless

from all claims for any such damage. It is further agreed that Lessor shall not be liable for injury or damage which may be sustained to person or property by Lessee or any other person caused by steam, electricity, gas, water, rain, ice or by snow or other liquid which may leak or flow from or into any part of the premises or improvements thereon or caused by the breakage, leakage, obstruction or other defect or pipes, wiring, appliances, plate glass, plumbing or lighting fixtures, or by the condition of the premises or improvements thereon or any part thereof, or by the street or subsurface, or from any other source or by any other cause whatsoever, whether or not the damage or injury shall be caused by or be due to the negligence of Lessor, Lessor's agent, servant or employee.

7. Maintenance and Repairs. Lessee shall, at its own cost and expense, throughout the term of this lease, and so long as Lessee shall remain in possession of the leased premises, keep and maintain in good repair all portions of the interior of the demised premises and all furniture, fixtures and equipment located therein. Lessee shall be obligated to replace all worn fixtures, furniture and equipment which shall become unsuitable for use with the same or equal quality as the original items or furnishings. Quality and suitability of replacement shall be agreed upon by the parties. Likewise, it shall be the obligation of Lessor to keep and maintain in good repair the exterior of the leased premises, including the roof, and make such repairs on the exterior as are needed to keep the building and premises operational for the purposes of this agreement. In the event of total destruction of the demised premises, Lessor shall have the option to notify Lessee in writing that the lease and all obligations thereunder are terminated.

8. Sub-Lease. Lessee shall not assign this agreement or any interest therein or sub-let the whole or any part of the demised premises without the written consent of the Lessor.

9. Insurance. As long as this agreement remains in effect, Lessee, at its sole cost and expense, will maintain with insurers approved by Lessor the following insurance:

(a) Comprehensive general liability insurance applicable to both the premises and improvements thereon with limits of liability of not less than \$300,000.00 per person and \$1,000,000.00 per occurrence for injuries to persons including death resulting therefrom. Such liability insurance shall protect the Lessee against claims of any and all persons, firms or corporations from personal injuries, death or property damage occurring upon, in or about the demised premises and the improvements thereon, or in or about the leased premises and the improvements thereon, or in or about the adjoining streets, sidewalks and passageways. Such insurance shall name both Lessee and Lessor as the insureds.

(b) Insurance with respect to the furnishings against fire, lightning and other risks from time to time included under extended coverage endorsements in an amount equal to the full replacement value of the furnishings located on the premises. Such insurance shall name Lessor and Lessee as the insured as their respective interests may appear.

(c) Workmen's Compensation insurance in as appropriate amount.

10. Default. Lessor shall have the right to declare the leasehold created hereby forfeited, cancelled and terminated upon the material and unrectified breach by the Lessee of any of the covenants, conditions and agreements contained herein, when and if the Lessor shall have given the Lessee written notice of such intention to forfeit, cancel and

12-13-74

terminate this agreement and the reasons therefor, and the Lessee shall have thirty (30) days after receipt of such notice within which to rectify the breach or violation complained of, and shall have failed to do so. If Lessee shall make any assignment for the benefit of creditors or shall be adjudged a bankrupt, or if a receiver is appointed for Lessee, then Lessor may, upon giving notice, terminate this lease.

11. Utilities. Chilled water, steam and power shall be furnished Lessee and Lessee shall pay for such service at the same rate paid by other auxiliary enterprises of Lessor. Lessee shall be responsible for the payment of all water, light, gas, telephone, and such other services and utility charges that may accrue against the premises during the leased term.

12. Costs. Lessee shall pay all lawful costs for the operation of the Center, including the payment of the salaries of all persons employed thereby.

13. Governing Law. This lease agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

ATTEST: BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By \_\_\_\_\_  
Chairman

ATTEST: FACULTY CENTER CORPORATION

By \_\_\_\_\_  
President

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared A. G. McNEESE, JR., Chairman, Board of Regents of The University of Texas System known to me to

12-13-74

be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the Board of Regents of The University of Texas System and that he executed the same as the act and deed of such Board for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Y  
Y  
Y

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President, Faculty Center Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the said instrument is the act and deed of the said Faculty Center Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Deputy Chancellor for  
Administration

\_\_\_\_\_  
University Attorney

7. U. T. Austin - Printing and Press Building: Approval of Final Plans and Specifications and Authorization to Advertise for Bids. --The final plans and specifications for the Printing and Press Building at The University of Texas at Austin, covering approximately 86,000 gross square feet, were approved. These plans were prepared by the Project Architect, Barnes, Landes, Goodman, and Youngblood, Austin, Texas, for a building to be located adjacent to the Central Purchasing, Vouchering, Receiving and Delivery Building at an estimated total project cost of \$4,600,000. The project cost of \$4,600,000 has been previously appropriated for the building, site work including parking for 75 cars, re-routing of City of Austin underground utilities, moving expenses and relocating heavy machinery of the Printing Division and permanent Cooling Tower connections for the adjacent Central Receiving Building. The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids after a final review, which bids will be reported to the Board of Regents at a later meeting.

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It was noted that upon completion of this building, it will not be necessary to rent off-campus space for massive bulk paper storage and that books stored currently at Balcones Research Center will be more conveniently located in this building.

8. U. T. Austin - Texas Union East: Authorization for Preliminary Plans and Appropriation Therefor. --Committee Chairman Erwin reported the progress on the expansion of the Student Union services at The University of Texas at Austin. The construction contract for remodeling of Texas Union West is underway, and during the remodeling process temporary facilities are being completed. With respect to Texas Union East, at the request of the Board of Directors of the Texas Union, a program study had been undertaken and it is now felt desirable that the Project Architect be authorized to prepare preliminary plans for the Texas Union East which is to be located between Memorial Museum and Simkins Hall on the east side of the campus.

Following this progress report, upon recommendation of President Rogers and System Administration, the preliminary plans and specifications were authorized for the Texas Union East by the Project Architect, Jessen Associates, Inc., Austin, Texas, for the design and phased construction of approximately 70,000 square feet of facilities at an estimated total project cost of \$6,500,000. An appropriation of \$50,000 was authorized from Permanent University Fund Bond proceeds to cover fees and miscellaneous expenses through the preparation of preliminary plans and specifications.

9. U. T. Austin - Texas Union West: Plaque Authorized. --For the plaque for the Texas Union West at The University of Texas at Austin, the following inscription was approved:

TEXAS UNION WEST

1974

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman  
 Dan C. Williams, Vice-Chairman  
 James E. Bauerle, D.D.S.  
 Edward Clark  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe T. Nelson, M.D.  
 Allan Shivers

Charles A. LeMaistre, M.D.,  
 Chancellor, The University  
 of Texas System  
 Lorene L. Rogers, President,  
 The University of Texas  
 at Austin

Frank C. Fleming, President, The  
 University of Texas at Austin  
 Students' Association  
 Jane Elizabeth Strauss, Chairman,  
 Texas Union Board of Directors  
 Shirley Bird Perry, Director,  
 Texas Union

Jessen Associates, Inc.,  
 Project Architect  
 Anken Construction Company,  
 Inc., Contractor

12-13-74

10. U. T. Austin - Robert A. Welch Hall: Award of Contract to Manhattan Construction Company, Houston, Texas, for Addition, and Luncheon Honoring Mr. Welch on January 31, 1975. --System Administration reported that the special committee appointed at the November 1, 1974, meeting of the Board of Regents to award a construction contract for the Addition to Robert A. Welch Hall at The University of Texas at Austin was not utilized since no appreciable amount of time would be saved.

A tabulation of the bids that had been received on this project were distributed, and System Administration reported that subsequent to the bid opening negotiations with the low bidder had resulted in a reduction of the cost of Add Alternate No. 3 to \$177,700.

Upon recommendation of President Rogers and System Administration, the construction contract for the Addition to Robert A. Welch Hall at The University of Texas at Austin was awarded to the low bidder, Manhattan Construction Company, Houston, Texas, as follows:

Base Bid	\$ 14,946,000
Add Alternates:	
No. 1 (Level 2 Lecture Halls and Lobby)	188,000
No. 1A (Level 2 Classrooms)	25,000
No. 2 (Level 6 Greenhouse)	625,000
No. 3 (Level 1 Tunnel)	177,700
No. 4 (Level 1, CA1, Labs and Classrooms)	154,000
No. 5 (Landscaping)	85,000
No. 6 (Level 3 Laboratory Space)	128,000
No. 7 (Environmental Rooms)	195,000
	<u>\$ 16,523,700</u>

It was noted that this Addition covers approximately 246,000 gross square feet at a total project cost of \$20,000,000 which has been previously appropriated for the construction contract award, construction scheduling allowance, movable furnishings and equipment, air balancing, landscaping, fees and miscellaneous expenses.

Committee Chairman Erwin suggested that on January 31, 1975, in recognition of the many contributions to the institutions in The University of Texas System by the Welch Foundation, the existing Chemistry Building on the U. T. Austin campus be named and dedicated as Robert A. Welch Hall and that groundbreaking ceremonies for the new \$16.5 million addition to Welch Hall be celebrated at the same time. Regent Clark moved that the ceremony be scheduled on January 31, 1975, and that the Board of Regents recess from 12:00 to 2:00 p. m. for a luncheon honoring the trustees of the Welch Foundation.

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11. U. T. Austin - Continuation of West Campus Landscaping (from 25th Street to 27th Street on Guadalupe): Ratification of Committee Report with Respect to Approval of Final Plans, and Award of Contract to Thomas Hinderer Company, Austin, Texas. --A report was received from System Administration that the special committee authorized at the Regents' meeting on July 19, 1974, had approved the final plans and specifications for the Continuation of West Campus Landscaping - from 25th Street to 27th Street on Guadalupe (referred to as Phase 4 by the Office of Facilities Planning and Construction) at The University of Texas at Austin. The bids for this project were opened on December 6, 1974, but due to the fact that no appreciable amount of time could be saved by the special committee (consisting of Vice-President Colvin, Director Kristoferson, Deputy Chancellor Walker, Committee Chairman Erwin and Chairman McNeese) in awarding the construction contract, the tabulation of bids was submitted to the Buildings and Grounds Committee for consideration.

Upon the recommendation of President Rogers and System Administration, (a) the act of the special committee in approving the final plans for this portion of the West Campus Development was ratified and (b) the construction contract was awarded to the low bidder Thomas Hinderer Company, Austin, Texas, in the amount of \$334,900.

The total project cost of \$375,000 previously appropriated for this project will cover the contract award, landscaping, fees and miscellaneous expenses.

12. U. T. Austin - East Campus Parking Lots - Initial Parking Facility: Award of Contract to Austin Road Company, Austin Division, Austin, Texas. --A construction contract in the amount of \$496,000 was awarded to Austin Road Company, Austin Division, Austin, Texas, the low bidder, for the Initial Parking Facility of the East Campus Parking Lots at The University of Texas at Austin.

A total project cost of \$623,000 had previously been appropriated to cover the construction contract award, landscaping, fees and miscellaneous expenses.

13. U. T. Austin - College of Fine Arts and Performing Arts Center - Site Development - Temporary Parking Facilities: Award of Contract to J. R. Ramon and Sons, Inc., San Antonio, Texas. -- Upon recommendation of President Rogers and System Administration, a construction contract for a Temporary Parking Facility to be located on the site of Old Clark Field at The University of Texas at Austin was awarded to the low bidder, J. R. Ramon and Sons, Inc., San Antonio, Texas, as set out below. This site is to be used for a temporary parking facility until the College of Fine Arts and Performing Arts Center can be financed for building:

Base Bid	\$ 119,778
Add Alternates:	
No. 1 (Parking Lot Lighting Group A)	9,617
No. 2 (Parking Lot Lighting Group B)	<u>10,853</u>
Total Contract Award	\$ <u><u>140,248</u></u>

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A total project cost of \$160,000 was authorized for this project from previously appropriated funds to cover the construction contract award, fees and miscellaneous expenses.

14. U. T. Austin - Relocation of Red River Street from 18th to 26th Streets: Authorization to Special Committee on Brackenridge Lands to Resolve Costs for Sidewalks. --Though this item was not on the agenda, Committee Chairman Erwin reported that the City of Austin had taken bids on the relocation of Red River Street between 18th and 26th streets and had requested that the University contribute a part of the cost of this project since The University of Texas at Austin had requested a certain type of sidewalk. Chairman McNeese authorized the Special Committee that considered the Brackenridge Tract matters (Regent Shivers, Chairman, Regent Clark and Regent Erwin) to enter into negotiations with the City to solve that matter since the City wants to award a contract for this relocation at an early date. The Chairman of the Special Committee will report the results of the negotiations at a later meeting.

This item was not on the agenda and will be submitted for ratification at the meeting on January 31, 1975.

15. U. T. Austin - Fifty-Meter Indoor Swimming Facility: Approval of Inscription for Plaque. --For the Fifty-Meter Indoor Swimming Facility at The University of Texas at Austin the following inscription was approved for the plaque. This inscription follows the standard pattern adopted by the Board of Regents on October 1, 1966:

FIFTY-METER INDOOR SWIMMING FACILITY

1973

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman  
 Dan C. Williams, Vice-Chairman  
 James E. Bauerle, D.D.S.  
 Edward Clark  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe T. Nelson, M.D.  
 Allan Shivers

Charles A. LeMaistre, M.D.,  
 Chancellor, The University  
 of Texas System  
 Stephen H. Spurr, President,  
 The University of Texas  
 at Austin

John E. Breen, Chairman, Faculty  
 Building Advisory Committee,  
 The University of Texas at  
 Austin

Fisher and Spillman, Inc.,  
 Project Architect  
 B. L. McGee Construction Company  
 and B. L. McGee, Inc., Joint  
 Venture, Contractor

16. U. T. Austin - Expansion of Chilling Stations Nos. 3 and 4: Approval of Final Plans and Authorization to Advertise for Bids. --A report was received that the final plans and specifications for the Expansion of Chilling Stations Nos. 3 and 4 at The University of Texas at Austin had been completed by the Project Engineer, Zumwalt and Vinther, Austin, Texas. The total estimated project cost is \$1,900,000, of which \$1,248,000 has been committed to prepurchased equipment authorized by the Board of Regents on March 15 and May 3, 1974. It was pointed out that these final plans and specifications are within the \$652,000 remaining in the original appropriation.

These final plans and specifications were approved, and the Director of the Office of Facilities Planning and Construction was authorized to advertise for bids to be presented to the Board of Regents for consideration at a future meeting.

17. U. T. Austin - Utilities Extension North of 26th Street: Approval of Preliminary Plans. --The preliminary plans and specifications for the extension of utilities, including water, steam and electric service, for the Animal Resource Center to be constructed north of 26th Street on the east side of Speedway on the campus of The University of Texas at Austin were approved. These plans had been prepared by the Project Engineer, B. Segall, Jr., and Associates, Austin, Texas, and provide for these utilities to be carried under a pedestrian bridge spanning 26th Street and continuing underground north to the site of the future Animal Resource Center.

The Project Engineer was authorized to prepare final plans and specifications for an estimated total project cost of \$1,496,000 to be considered by the Board of Regents at a future meeting.

18. U. T. Austin - Tower (Observation Deck): Report with Regard to Safety and Enclosure of Observation Deck. --In response to the request at the meeting on November 1, 1974, that the Buildings and Grounds Committee study the various ways of making the Observation Deck of the Tower on the campus of The University of Texas at Austin safe and report back by the December 13th meeting, the following report was received:

#### Report

At the direction of the Buildings and Grounds Committee Chairman, the Office of Facilities Planning and Construction has studied the problem in consultation with Vice-President Colvin and Director of Physical Plant Wilcox. Some of the results of the study are:

- a. It is not practical to roof over and air condition the Observation Deck because air intake and air exhaust louvers which serve the Tower air conditioning system are located at the Observation Deck level. Relocation of the louvers would be technically difficult and expensive.

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- b. Either the 26th and 27th levels of the Tower could be converted to use as an enclosed observation deck. This would permit permanent closure of the open Observation Deck. However, the field of view from the windows at these levels is restricted and it is doubtful that satisfactory viewing conditions could be arranged.
- c. Consequently, it was concluded by the Office of Facilities Planning and Construction after consultation with Messrs. Colvin and Wilcox that the Observation Deck either should be enclosed in such a manner that it remained open to the atmosphere or should be permanently closed to the public.

The Office of Facilities Planning and Construction has caused three mockups to be installed on the Observation Deck. These mockups are available for inspection by the Board. Two of the mockups are composed of steel bars; one at 6-inch spacing and the other at 7-inch spacing. The third mockup consists of vertical Lexan panels in metal frames with bars overhead. Each of the three systems would reduce the possibility of suicides from the Observation Deck. None of the three systems would eliminate the possibility of shooting from the Observation Deck. The system involving the Lexan panels is thought to be the most acceptable to the viewing public, although it requires greater maintenance responsibilities for Physical Plant, such as window cleaning and occasional panel replacement.

If the Board of Regents decides to enclose the Observation Deck for reasons of safety, the following alternatives are proposed by the Office of Facilities Planning and Construction:

- a. Installation of a stainless steel bar enclosure, at a spacing of 7 inches and an estimated total project cost of \$60,000
- b. Installation of a Lexan panel enclosure with overhead stainless steel bars, at an estimated total project cost of \$100,000

If the Board of Regents selects one of the above alternatives for execution, it is recommended that the Office of Facilities Planning and Construction be authorized to proceed with the preparation of final plans and specifications, using such architectural and engineering consultant services as may be necessary, and be authorized to advertise for bids which will be brought to the Board for consideration at a future meeting.

Action: The report was received, but the Special Committee appointed by the Chairman of the Board at the November 1 meeting was not yet prepared to make its recommendation, and so action was deferred for further study by the Special Committee.

19. U. T. El Paso - Special Events Center: Ratification of Committee Report for Approval of Final Plans, and Award of Contract to Jordan and Nobles Construction Company, El Paso, Texas. --The special committee (consisting of President Templeton, Director Kristoferson, Deputy Chancellor Walker, Committee Chairman Erwin and Board Chairman McNeese) appointed at the September 20, 1974, meeting of the Board of Regents to approve the final plans and specifications for the construction of the Special Events Center at The University of Texas at El Paso reported that the final plans and specifications had been completed by the Project Architect, B. W. Crain, Jr., and approved by the committee.

Committee Chairman Erwin reported that the bids for this project were opened and tabulated on December 5, 1974, with Jordan and Nobles Construction Company, El Paso, Texas, being the low bidder. However, he continued, a protest has been received from one of the bidders, Urban General Contractors, Inc., El Paso, Texas, alleging an irregularity in the bid proposal of Jordan and Nobles Construction Company. The alleged irregularity is the listing on the proposal of two firms as subcontractors for heating, ventilating, air conditioning and plumbing. The facts have been reviewed by the System Law Office and it is their opinion that the award should be made to the low bidder.

At this point, Committee Chairman Erwin asked if the protestor or anybody else in attendance at the meeting wanted to be heard. No one responded to this invitation.

Whereupon, President Templeton and System Administration's recommendation to ratify the report of the special committee and to award a construction contract to the low bidder, Jordan and Nobles Construction Company, El Paso, Texas, as set out below was unanimously approved:

Base Bid	\$ 8,650,000
Add Alternate No. 1 (To provide Office Spaces in lieu of unfinished space)	<u>70,000</u>
Total Contract Award	<u>\$ 8,720,000</u>

A total project cost of \$10,320,000 was authorized for this project from previously appropriated funds to cover the construction contract award, parking area, storage building, furnishings and equipment, air balancing, landscaping, fees and miscellaneous expenses.

It was noted that this project will be financed as follows:

Permanent University Fund	
Bond Proceeds	\$ 8,500,000
Combined Fee Bonds	1,820,000

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20. U. T. El Paso: Authorization to Acquire Tract of Land Adjacent to Campus (Near Special Events Center) with Approximate 215 Feet Frontage on Mesa Street, City of El Paso, Texas. --It was reported that a tract of land 43,382 square feet, being a portion of Lot One in University Center Addition to the City of El Paso, Texas, is available for purchase at a cost of \$228,000. This tract of land is located on the west side of Mesa approximately 170 feet north of the intersection of Baltimore and Mesa streets and the site is rectangular in shape having approximately 215 feet of frontage on Mesa, approximately 215 feet across the rear of the site, approximately 200 feet on the south side and approximately 205 feet on the north. This particular tract of land would provide access to the Special Events Center from Mesa Street and would make possible a mall from Mesa to the Special Events Center on the campus of The University of Texas at El Paso.

The recommendation of President Templeton and System Administration to purchase this tract of land at a cost not to exceed \$228,000 (which is the lowest appraisal price received) from funds previously appropriated for the acquisition of land was unanimously approved.

The Chairman of the Board of Regents was authorized to execute any and all documents necessary to consummate this transaction after the documents have been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

21. U. T. Permian Basin - Phase I Buildings (Classroom Building, Laboratory Building and Gymnasium): Approval of Inscription for Plaque. --For the Phase I Buildings (Classroom Building, Laboratory Building and Gymnasium) at The University of Texas of the Permian Basin the following inscription was approved for the plaque. This inscription follows the standard pattern adopted by the Board of Regents on October 1, 1966:

#### PHASE I BUILDINGS

1972

#### BOARD OF REGENTS

John Peace, Chairman  
 Frank N. Ikard, Vice-Chairman  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe M. Kilgore  
 A. G. McNeese, Jr.  
 Joe T. Nelson, M. D.  
 Dan C. Williams

Charles A. LeMaistre, M. D.,  
 Chancellor, The University  
 of Texas System  
 Billy H. Amstead, President,  
 The University of Texas of  
 the Permian Basin

Jessen, Jessen, Millhouse,  
 Greeven, Crume, Day and Newman  
 and Peters and Fields, Project  
 Architects  
 Hunt Building Corporation,  
 Contractor

22. U. T. Permian Basin - Water (Untreated) Sources: Approval of Final Plans and Specifications and Authorization for Advance Procurement of Equipment. --Final plans and specifications for the major items of equipment required for the Untreated Water System to serve the irrigation system on the campus of The University of Texas of the Permian Basin were approved as prepared by the Project Engineer, Freese and Nichols, Consulting Engineers, Fort Worth, Texas. The Administration advised that early purchase of this equipment would help to reduce the impact of cost escalation and reduce the total time involved in design and construction. Whereupon, the recommendation of President Amstead and System Administration that the Office of Facilities Planning and Construction be authorized to advertise for bids for the advance procurement of this equipment was approved. The bids will be presented to the Board of Regents for consideration at a later meeting.

23. U. T. Permian Basin: Relocation of Getty Oil Company Well Site to Accommodate Drainage Channels of Canal System. --System Administration reported that to facilitate the development of a drainage canal system on the campus of The University of Texas of the Permian Basin, the Getty Oil Company has agreed to relocate its Well Site 14-3 (consisting of approximately 3.67 acres - Section 18, Block 41, T2S, T & P Ry. Company survey, Ector County, Texas). The 3.67 acre tract will be moved about 45 degrees in order to accommodate the drainage channels.

The Chairman of the Board of Regents was authorized to execute an appropriate agreement to effect such relocation when the agreement has been approved as to content by Deputy Chancellor Walker and as to form by a University attorney.

24. U. T. Permian Basin - Phase I - Landscape Improvements for Central Courtyard and Swimming Pool Area: Ratification of Committee Report with Respect to Approval of Final Plans, and Award of Contract to Texas Landscape Contractors, Inc., Austin, Texas. --The special committee (consisting of President Amstead, Director Kristoferson, Deputy Chancellor Walker, Committee Chairman Erwin and Chairman McNeese) authorized to approve the final plans and specifications for Landscape Improvements for Central Courtyard and Swimming Pool Area (Phase I) on the campus of The University of Texas of the Permian Basin reported that the final plans had been approved. System Administration reported that subsequently bids had been called for and opened on December 6, 1974.

Thereafter, the report of the special committee was ratified, and a construction contract for this project was awarded to the low bidder, Texas Landscape Contractors, Inc., Austin, Texas, in the amount of \$74,765.

The total project cost of \$116,160 previously appropriated for this project will cover the construction contract award, fees and miscellaneous expenses.

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25. U. T. Permian Basin - Drainage Facilities Project: Authorization to Amend Water Drainage Easement Approved November 1, 1974, and Authorization to Committee to Approve Drainage Improvements Agreement with City of Odessa and County of Ector. --The special committee authorized at the November 1, 1974, meeting of the Board of Regents to determine the exact location for a Fire Station easement (authorized at this same meeting) and to approve the final plans for the drainage facility project across the campus of The University of Texas of the Permian Basin reported (1) that the engineering plans for the drainage project indicate a water drainage easement for Channel Two is also required (A water drainage easement to the City of Odessa for Channel One was authorized at the meeting on November 1.) and (2) the City of Odessa and the County of Ector have requested a drainage improvements agreement to be executed by the University, the City of Odessa and the County of Ector in connection with this project with no change in consideration (not less than \$278,000) to be paid to the University.

System Administration recommended:

- a. That a water drainage easement be granted to the City of Odessa for Channel Two as well as Channel One of the approved drainage plans across University property. Such easement to be in effect as long as the drainage facility is in use.
- b. That the previously appointed committee (consisting of Director Kristoferson, Associate Deputy Chancellor for Operations Landrum, Deputy Chancellor Walker, Regent Clark, Committee Chairman Erwin and Board Chairman McNeese) be authorized to approve the proposed drainage agreement among the City of Odessa, the County of Ector and the University with the understanding that for the record the agreement will be reported to the Board for inclusion in the minutes of a future meeting.
- c. That the Chairman of the Board of Regents be authorized to execute the drainage easement, the Fire Station easement, and the drainage improvements agreement among the City of Odessa, the County of Ector and the University when the instruments have been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

The foregoing recommendations were adopted by unanimous vote.

26. U. T. San Antonio: Regents' Rules and Regulations, Part One, Chapter VIII, Section 1 Waived and Library-Administration Building Named John Peace Library. --Section 1, Chapter VIII of Part One of the Regents' Rules and Regulations (five year rule) was waived, and the Library-Administration Building at The University of Texas at San Antonio was named the John Peace Library in honor of the late John Peace, former Chairman and member of the Board of Regents.

27. U. T. San Antonio - Library-Administration Building: Award of Contract for Steel Bookstacks to Estey Corporation, Red Bank, New Jersey. --A contract for Steel Bookstacks for the Library-Administration Building at The University of Texas at San Antonio was awarded to the low bidder, Estey Corporation, Red Bank, New Jersey, as set out below:

Base Proposal "A" (Steel Bookstacks)	\$ 86,400
Add Alternates to Base Proposal "A"	
No. 4 (Wood End Panels)	10,924
No. 5 (Steel End Panels)	5,122
No. 6 (Steel End Panels)	475
	<hr/>
Total Contract Award	<u>\$ 102,921</u>

It was pointed out that the funds necessary to cover this contract award are available in the Furniture and Equipment Account for this project.

28. U. T. San Antonio - Science-Education Building: Award of Contracts for Furniture and Furnishings to Litton Office Products Centers, San Antonio, Texas; Central Distributing Company, San Antonio, Texas; Stein Furniture and Fixtures, Fredericksburg, Texas; Austin Metal Products Company, Inc., Austin, Texas; and Abel Contract Furniture and Equipment Company, Inc., Austin, Texas. --System Administration reported that invitations for bids for Furniture and Furnishings for the Science-Education Building at The University of Texas at San Antonio had been prepared by the Office of Facilities Planning and Construction and called for in segments. After the bid opening a survey was made in an attempt to determine why only one bid was received on each of Base Proposals "B" and "D". The survey indicated various reasons why the prospective bidders did not submit bids on these proposals. The Administration recommended that at this time no award of a contract be made on Base Proposal "B" (Laboratory Furniture) since the one bid received was approximately 31% above the estimate; and that since the bid received on Base Proposal "D" (Store Fixtures) was approximately 7% under the estimate a contract award would be proposed.

Upon the recommendation of President Flawn and System Administration, contracts were awarded for Furniture and Furnishings for the Science-Education Building at U. T. San Antonio as set out below:

Litton Office Products Centers,  
San Antonio Texas

Base Bid "A" (General Furnishings)	\$ 47,902.77	
Base Bid "J" (Classroom Chairs)	<u>13,013.45</u>	\$ 60,916.22

Central Distributing Company,  
San Antonio, Texas

Base Bid "C" (Custom Casework)	15,852.13
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Stein Furniture and Fixtures,  
Fredericksburg, Texas

Base Bid "D" (Store Fixtures)	38,455.95
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Austin Metal Products Company, Inc., Austin, Texas			
Base Bid "E" (Metal Shelving)			32,400.00
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas			
Base Bid "F" (Stools)	\$ 15,636.39		
Base Bid "G" (Steel Furniture)	63,472.90		
Base Bid "H" (Special Desks)	39,797.00		118,906.29
			<u>118,906.29</u>
Total Contract Awards			<u>\$ 266,530.59</u>

It was pointed out that the funds necessary to cover these contract awards are available in the Furniture and Equipment Account for the project.

29. Dallas Health Science Center (Dallas Southwestern Medical School) - Cary Building: Replacement of Two Substandard Elevators. -- At the meeting of the Board of Regents held on June 14, 1974, bids received for the remodeling of the Cary Building (Phases B and C) at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas were rejected, and the funds for the project were authorized transferred to support in part the cost of the Harry S. Moss Clinical Science Building. However, it was reported that minimal remodeling of the Cary Building had been accomplished by the Physical Plant forces at the Dallas Health Science Center with only one priority remaining, the replacement of two substandard passenger elevators.

Upon the recommendation of President Sprague and System Administration, authorization was given for the elevators in the Cary Building to be replaced under the supervision of the Physical Plant Department at an estimated total project cost of \$60,000. The Office of Facilities Planning and Construction was instructed to prepare the specifications for the replacement of these elevators and to issue purchase orders after obtaining competitive bids.

For this project, an appropriation of \$60,000 was authorized from Dallas Health Science Center Unexpended Plant Funds Account No. 691018.

30. Dallas Health Science Center (Dallas Southwestern Medical School) - Central Data Acquisition System: Authorization for Project, for Final Plans and Advertisement for Bids and Appropriation Therefor. -- The Administration at the Dallas Health Science Center advised that with the completion of the Phase I Building Program it is increasingly important to establish a campus-wide Central Data Acquisition System to provide central monitoring and control of environmental systems. It was reported that such an installation would provide cost effective monitoring and control of air conditioning, fire detection, security and critical research projects housed in animal areas and environmental rooms throughout the campus at an estimated total project cost of \$550,000.

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Whereupon a Central Data Acquisition System for the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas was authorized within an estimated total project cost of \$550,000. The Office of Facilities Planning and Construction was authorized to prepare final plans and specifications and to issue invitations to bid with the results of bids received to be presented to the Board of Regents for consideration at a future meeting. An appropriation of \$550,000 from Dallas Health Science Center Unexpended Plant Funds Account No. 693018 was authorized for this project.

31. Dallas Health Science Center (Dallas Southwestern Medical School): Physical Plant Warehouse Expansion: Authorization for Project, for Final Plans and Advertisement for Bids, and Appropriation Therefor. --To meet a need for additional central receiving, storage and general Physical Plant warehousing space at the Dallas Southwestern Medical School of The University of Texas Health Science at Dallas, the recommendation of President Sprague and System Administration that a pre-engineered metal building of approximately 7,000 square feet, together with an additional 4,000 square feet of adjacent concrete slab be constructed west of the Physical Plant Building adjacent to existing warehouse facilities at an estimated total project cost of \$100,000 was approved. The Dallas Health Science Center Physical Plant Department was authorized to prepare final plans and specifications for competitive bids in consultation with the Office of Facilities Planning and Construction as needed. The results of the invitations for bids will be presented to the Board of Regents for consideration at a future meeting. An appropriation of \$100,000 from Dallas Health Science Center Unexpended Plant Funds Account No. 692018 was authorized for this project.
32. Dallas Health Science Center (Dallas Southwestern Medical School) - Parking Lot Expansion: Authorization for Project; Appointment of Raymond L. Goodson, Jr., Inc., Dallas, Texas, Project Engineer with Authorization to Prepare Final Plans, and Appropriation Therefor. --It was reported that when construction recently started on the Harry S. Moss Clinical Science Building at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas the institution had to vacate a major parking area to accommodate the project. Hence, the recommendation of President Sprague and System Administration for the expansion of the existing parking lot north of the Physical Plant Building and east of the Central Energy Plant to accommodate 300 additional cars at an estimated total project cost of \$150,000 was approved. This expansion project will be consistent with the campus land use studies and development plan for the institution. The firm of Raymond L. Goodson, Jr., Inc., Dallas, Texas, was named Project Engineer with authorization to prepare final plans and specifications to be presented to the Board of Regents for consideration at a future meeting. An appropriation of \$150,000 from Dallas Health Science Center Unexpended Plant Funds Account No. 694018 was authorized to cover the total project cost.

33. Galveston Medical Branch (Marine Biomedical Institute): Bulkhead, Concrete Cap and Shoreline Walkway. --The proposed contract award for the bulkhead, concrete cap and shoreline walkway at the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston was withdrawn from the agenda before the Regents' meeting.
34. Galveston Medical Branch (Galveston Hospitals), Houston Health Science Center and University Cancer Center (M. D. Anderson Hospital): Central Food Service Facility. --Consideration of the preliminary plans for the Central Food Service Facility to serve the Galveston Medical Branch, the Houston Health Science Center and the University Cancer Center was deferred.
35. San Antonio Health Science Center (San Antonio Medical School) - San Antonio Medical School Building - Phase I Expansion: Approval of Preliminary Plans and Specifications. --Preliminary plans and outline specifications prepared by the Project Architect, Bartlett Cocke and Associates, Inc., San Antonio, Texas, for the Phase I Expansion of the San Antonio Medical School Building at the San Antonio Medical School of The University of Texas Health Science Center at San Antonio were approved at an estimated total project cost of \$3,000,000. The project consists of approximately 40,000 square feet of space at the fifth level of the existing Medical School Building. The Project Architect was authorized to prepare the final plans and specifications to be presented to the Board of Regents for consideration at a future meeting.
36. San Antonio Health Science Center - Central Energy Plant: Authorization for Expansion and Appointment of Committee to Approve Contract Modifications with Lone Star Energy Company. --A report was received that with the construction of new buildings at the San Antonio Health Science Center substantial expansion of the Central Energy Plant is needed. It is planned to increase the chilling capacity of the plant from 9,100 to 12,100 tons which requires additional equipment but not an expansion of the building. Due to the increasing un dependable nature of the natural gas supply, it is planned to install oil storage tanks with a capacity of 240,000 gallons as an alternate source of fuel in the event of emergency. This suggested expansion requires renegotiation of the contract with Lone Star Energy Company. System Administration, including the Office of Facilities Planning and Construction, with the advice of Stone and Webster, Management Consultants, has been involved in negotiations for several months. This is the second renegotiation with Lone Star Energy Company; the renegotiation for the Medical Branch at Galveston Central Energy Plant has been completed and was ratified by the Board of Regents on September 20, 1974.

The Lone Star Energy Company Central Energy Plant operation in San Antonio serves the University, the Bexar County Hospital District and the Veterans Administration Hospital, and since the contracts of Lone Star Energy with the Veterans Administration and the Bexar County Hospital District require The University of Texas' concurrence, System Administration recommended that a

committee be appointed to review and approve the detailed terms of the renegotiated contracts with Lone Star Energy Company. Whereupon, Chairman McNeese named the following committee for this purpose:

Vice-President Price  
Associate Deputy Chancellor Landrum  
Deputy Chancellor Walker  
Regent Bauerle  
Committee Chairman Erwin  
Board Chairman McNeese

Chairman McNeese was authorized to sign the contract for the University when the terms have been approved by the committee, the content approved by Deputy Chancellor Walker and the form approved by a University attorney. The contract will be submitted to the Board of Regents for ratification at a future meeting. Chairman McNeese was further authorized to indicate concurrence of the University on the Lone Star Energy Company contracts with the Bexar County Hospital District and the Veterans Administration when the terms have been approved by the Committee, the content by Deputy Chancellor Walker and the form by a University attorney.

37. University Cancer Center (M. D. Anderson): Easement to Houston Lighting and Power Company for Underground Electric Distribution Service. --To provide electric service to the M. D. Anderson Lutheran Hospital at The University of Texas System Cancer Center, an underground easement under, across and through that certain tract or parcel of land containing 8.144 acres in the P. W. Rose Survey, Abstract No. 645, and being the same property described in a deed dated January 31, 1969 from Texas Medical Center, Inc. to the Board of Regents of The University of Texas System and recorded in Volume 8424, Page 225, Deed Records of Harris County, Texas, was granted to Houston Lighting and Power Company, Houston, Texas.

The Chairman of the Board of Regents was authorized to execute such easement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration.

38. University Cancer Center (M. D. Anderson): Easements to City of Houston, Texas, for Underground Water Distribution System. --To provide water service to the M. D. Anderson Lutheran Hospital at The University of Texas System Cancer Center, two easements, each 10 feet x 40 feet, for underground vault installation of metering equipment, under, across and through that certain tract or parcel of land containing 8.144 acres in the P. W. Rose Survey, Abstract No. 645, and being the same property described in a deed dated January 31, 1969 from Texas Medical Center, Inc. to the Board of Regents of The University of Texas System, recorded in Volume 8424, Page 225, Deed Records of Harris County, Texas, were granted to the City of Houston, Texas.

The Chairman of the Board of Regents was authorized to execute such easements when the instruments have been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration.

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39. U. T. Permian Basin: Acceptance of Deed of Gift from W. D. Noel and Ellen W. Noel (Lots 14, 15, 16 and 17, Block 5, County Club Estates and 2.29 Acres, Section 20, Block 41, T-2-S, T & P Ry Co Survey, Ector County, Texas); and Authorization for Lease Between Board of Regents and W. D. Noel and Ellen W. Noel (Pages 1, 60 ). --After filing the Report of the Buildings and Grounds Committee, Committee Chairman Erwin reported that pursuant to Section 2(f), Article 6625-17 of Vernon's Civil Statutes, the offer of a gift of land from W. D. Noel and Ellen W. Noel for the benefit of The University of Texas of the Permian Basin was discussed in the Executive Session of the Committee of the Whole. Upon motion by Committee Chairman Erwin, seconded by Vice-Chairman Williams, the Deed of Gift (Pages 43 - 44 ) was accepted, and the Chairman of the Board of Regents was authorized to execute a Lease Agreement between W. D. Noel and wife as set out on Pages 45 - 52 when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration.

The Chairman of the Board of Regents was instructed to write a letter of thanks to Mr. Noel for this most generous gift.

12-13-74

GIFT DEED

THE STATE OF TEXAS )  
 )  
 COUNTY OF ECTOR )

KNOW ALL MEN BY THESE PRESENTS:

That we, W. D. NOEL and wife, ELLEN W. NOEL, for and in consideration of the admiration which we have for the educational standards of THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN and to aid its educational program, have GIVEN, GRANTED and CONFIRMED and by these presents do GIVE, GRANT, and CONFIRM unto the BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, Odessa, Texas, a certain tract of land situated in Ector County, Texas, being described as follows:

Lots 14, 15, 16 and 17, Block 5, COUNTRY CLUB ESTATES, a Subdivision of Ector County, Texas, as shown by the plat thereof of record in Volume 2, Page 159, Plat Records, Ector County, Texas; AND

One Certain 2.29 acre tract of land in the North Part of Section 20, Block 41, T-2-S, T & P Ry Co Survey, Ector County, Texas, described as follows, to-wit:

BEGINNING at a point in the north boundary of Richwood Road and in the east boundary of Country Club Estates in Section 20, Block 41, T-2-S, T & P Ry Co Survey, Ector County, Texas, the southeast corner of Lot 17, Block 5, Country Club Estates, for the southwest corner of this tract;

THENCE N 15° 13' W, along the east boundary of Country Club Estates, 525' to a point, the northeast corner of Lot 14, Block 5, for the northwest corner of this tract;

THENCE N 74° 47' E, 180' to a point for a north-northeast corner of this tract;

THENCE S 60° 13' E, 28.28' to a point for an east-northeast corner of this tract;

THENCE S 15° 13' E, 449.79' to a point in the north boundary of Richwood Road in Richland Manor, a subdivision of 24.88 acres of land in Section 20, for the southeast corner of this tract;

THENCE S 56° 32-1/2' W, along the north boundary of Richwood Road, 108.27' to a point of curvature and a corner of this tract;

THENCE in a westerly direction, along the north boundary of Richwood Road, and a curve to the right, Delta Angle=11° 44-1/2', R=486.26', 99.65' to the place of Beginning and containing 2.29 acres of land, more or less,

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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RESERVING AND EXCEPTING, however, all household furniture, furnishings, goods, rugs, art objects and pictures, fixtures, appliances and equipment, together with all yard and pool furniture and pool equipment, yard equipment and garden equipment.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their successors and assigns forever and the said GRANTORS do hereby bind themselves, their heirs and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM, their successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by and through the GRANTORS.

WITNESS OUR HANDS this 18 day of December, 1974

W. D. Noel  
W. D. Noel

Ellen W. Noel  
Ellen W. Noel

THE STATE OF TEXAS )  
                                  )  
COUNTY OF ECTOR    )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. D. NOEL and wife, ELLEN W. NOEL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of December, 1974.

Grace King  
Notary Public in and for Ector County,  
Texas

12-13-74

LEASE AGREEMENT

THIS LEASE made and entered into this 18 day of December, 1974, by and between THE BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as LANDLORD), and W. D. NOEL and ELLEN W. NOEL, husband and wife, of Odessa, Texas (hereinafter collectively referred to as TENANT),

W I T N E S S E T H:

1. Demise of Land. LANDLORD hereby demises and leases to TENANT for the term hereinafter described in Paragraph 2, a certain parcel or tract of land together with improvements located thereon located in Odessa, Ector County, Texas, legally described as follows:

Lots 14, 15, 16 and 17, Block 5, COUNTRY CLUB ESTATES, A Subdivision of Ector County, Texas, as shown by the plat thereof of record in Volume 2, Page 159, Plat Records, Ector County, Texas; AND

One Certain 2.29 acre tract of land in the North Part of Section 20, Block 41, T-2-S, T & P Ry Co Survey, Ector County, Texas, described as follows, to-wit:

Beginning at a point in the north boundary of Richwood Road and in the east boundary of Country Club Estates in Section 20, Block 41, T-2-S, T & P Ry. Co. Survey, Ector County, Texas, the southeast corner of Lot 17, Block 5, Country Club Estates, for the southwest corner of this tract;

Thence N15° 13'W, along the east boundary of Country Club Estates, 525' to a point, the northeast corner of Lot 14, Block 5, for the northwest corner of this tract;

Thence N74°, 47'E, 180' to a point for a northeast corner of this tract;

Thence S60° 13'E, 28.28' to a point for an east-northeast corner of this tract;

Thence S15° 13'E, 449.79' to a point in the north boundary of Richwood Road in Richland Manor, a subdivision of 24.88 acres of land in Section 20, for the southeast corner of this tract;

Thence S56° 32-1/2'W, along the north boundary of Richwood Road, 108.27' to a point of curvature and a corner of this tract;

12-13-74

Thence in a westerly direction, along the north boundary of Richwood Road, and a curve to the right, Delta Angle =  $11^{\circ} 44\text{-}1/2'$ ,  $R=486.26'$ ,  $99.65'$  to the place of beginning and containing 2.29 acres of land, more or less.

such parcel or tract of land with improvements thereon referred to as the PREMISES, to have and to hold the same for the term described in Paragraph 2 hereof.

2. Term. The term of this lease agreement shall be for the lifetime of W. D. NOEL, or until W. D. NOEL shall, at his sole discretion, terminate this lease.

3. Rent. The annual rental hereunder shall be TWELVE HUNDRED DOLLARS (\$1,200), payable January 1st of each year in advance.

All rent payable under this lease agreement shall be payable by the TENANT to the LANDLORD at its offices in Austin, Travis County, Texas.

4. Improvements. Neither the LANDLORD nor the TENANT shall make any improvements or alterations of a substantial nature to the PREMISES during the term of this lease without the prior written consent of the other party hereto.

After the expiration of the term of this lease agreement, any improvements built on the PREMISES by the TENANT shall thereafter be owned by the LANDLORD and the TENANT shall thereafter own no interest in such improvements.

5. Use of Premises. The leased PREMISES may not be used for anything other than as a personal residence of W. D. NOEL during the term of this lease. The TENANT agrees to comply with all statutes, laws and ordinances and the orders, rules, regulations and requirements of all Federal, State, County, and Municipal Governments. TENANT will not allow any unlawful or offensive activities on the leased PREMISES, nor will they use the leased PREMISES so as to unduly create a risk by fire or other casualty.

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6. Taxes. LANDLORD covenants and agrees to bear, pay all taxes, assessments and levies of every kind, which may be legally and properly taxed, charged or assessed against the PREMISES or any improvements thereon.

7. Liability. The use of all property of every kind which may be on the PREMISES during the term hereof, shall be at the sole risk of TENANT, and the LANDLORD shall not be liable to TENANT, or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon said PREMISES, or upon the sidewalks contiguous thereto during the term hereof. TENANT hereby covenants and agrees to assume all liability during the term hereof for or on account of any injury, loss or damage above described, and to save LANDLORD harmless therefrom. Furthermore, LANDLORD shall not be liable to TENANT or to TENANT'S employees, licensees, permittees, or visitors, for any damage to person or property caused by the act or negligence of TENANT, or due to the improvements being improperly constructed, or being or becoming out of repair, nor for any damages from any defects or want of repair of any part of the improvements and TENANT accepts the PREMISES as wholly suitable for the purposes for which same are leased and accepts the improvements as they are constructed and waives defects therein, and further agrees to hold LANDLORD harmless from all claims for any such damage. It is further especially understood and agreed that LANDLORD shall not be liable for any failure of water supply, gas supply, or electric current, or for injury or damage which may be sustained to person or property by TENANT or any other person, caused by or resulting from steam, electricity, gas, water, rain, ice or by snow or other liquid, which may leak or flow from or into any part of the PREMISES or improvements thereon or caused by the breakage, leakage, obstruction

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or other defect of pipes, wiring, appliances, plate glass, plumbing or lighting fixtures, or by the condition of said PREMISES or improvements thereon or any part thereof, or by the street or subsurface, or from any other source or by any other cause whatsoever, whether or not the said damage or injury shall be caused by or be due to the negligence of LANDLORD, LANDLORD'S agent, servant, or employee.

8. Maintenance and Repairs. LANDLORD shall, at its own cost and expense, throughout the term of this lease, and so long as TENANT shall remain in possession of the demised PREMISES, keep and maintain in good repair, all portions of the improvements located upon the demised PREMISES, including all fixtures, plumbing, and equipment, appurtenances, machinery therein which are wrought into and become a part of the real estate, during the term of this lease. Likewise, it shall be the obligation of LANDLORD to keep and maintain in good repair, the yard, ground, shrubs, trees, landscaping, driveways and curbs, forming a part of the Premises. However, it is distinctly understood and agreed that the preceding sentences do not require maintenance of said improvements and fixtures, equipment, appurtenances and machinery in perfect condition or a condition equal to new, but LANDLORD shall at all times keep and maintain the same in substantially their present condition, ordinary wear and tear excepted.

9. Landlord's Lien. LANDLORD shall have a statutory landlord's lien and in addition, it hereby is given an express landlord's lien as security for the fixed rent herein provided, as well as any of the other charges or expenses elsewhere hereinabove or hereinafter provided for, upon all of the goods, wares, chattels, implements, fixtures, furniture, tools, machinery and other personal property which TENANT, now or at any time hereafter places in or upon the demised

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PREMISES, all exemptions of said property or any part of it, being hereby waived.

10. Sub-lease or Assignment. TENANT shall not assign this agreement or underlet the PREMISES or the improvements thereon or any part thereof without the consent of the LANDLORD in writing.

11. Insurance. So long as this lease agreement remains in effect, LANDLORD, at its sole cost and expense, will maintain with insurers approved by TENANT the following insurance:

(a) Insurance with respect to the PREMISES against loss or damage by fire, lightning and other risks from time to time included under extended coverage endorsements, in an amount equal to the full replacement value of the improvements located on the PREMISES. Such insurance shall name TENANT as the insured and the LANDLORD, as their respective interests may appear.

(b) Comprehensive general liability insurance applicable to both the PREMISES and improvements thereon with limits of liability of not less than \$200,000 per person and \$200,000 per occurrence for injuries to persons including death resulting therefrom. Such comprehensive general liability insurance shall protect the TENANT against claims of any and all persons, firms or corporations from personal injuries, death or property damage occurring upon, in or about the demised PREMISES and the improvements thereon, or in or about the adjoining streets, sidewalks and passageways. Such insurance shall name TENANT and LANDLORD as the insured.

12. Casualty. TENANT shall not be liable for damages to the PREMISES or improvements thereon resulting from fire. In the event the PREMISES are damaged by vandalism, fire, the elements or other casualty, TENANT shall give

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immediate notice to LANDLORD, who shall thereupon at its expense restore the PREMISES to substantially their condition immediately prior to the happening of such event. Provided, however, LANDLORD shall not be obligated to spend sums greater than the amount "deductible" under the insurance policy from the insurance coverage plus the insurance proceeds actually collected by it. TENANT shall be allowed a fair abatement of rent during any time the PREMISES are partially unfit for occupancy. In the event the PREMISES are totally destroyed or rendered more than fifty percent (50%) unfit for occupancy, either TENANT or LANDLORD shall have the privilege of cancelling this lease; but if neither party does cancel, then LANDLORD shall restore the PREMISES to substantially their condition immediately prior to such event and TENANT shall be allowed a fair abatement of rent while the LANDLORD is repairing or rebuilding the improvements.

13. Default. If TENANT shall make any assignment for the benefit of creditors or shall be adjudged a bankrupt, or if a receiver is appointed for the TENANT or its assets or of TENANT'S interest under this lease and if such appointment is not vacated within thirty (30) days, then LANDLORD may, upon giving TENANT notice, terminate this lease and TENANT shall, within fifteen (15) days after giving of such notice, vacate and surrender the PREMISES. If TENANT fails to pay, when due hereunder, any rental or other sums owing by TENANT to LANDLORD, or if TENANT shall fail to perform any of the other covenants, agreements, stipulations or conditions herein, and such failure shall continue for a period of ten (10) days after written notice of failure, then it shall be optional for the LANDLORD to declare this lease forfeited and the same term ended, and to re-enter said PREMISES to remove all persons or chattels therefrom, and LANDLORD shall not be liable for damages by reason of such re-entry or forfeiture;

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but, notwithstanding such re-entry by LANDLORD, the liability of the TENANT for the rent provided for herein as the obligation of LANDLORD shall not be relinquished or extinguished for the balance of the term of this lease.

14. Governing Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiple counterparts, each of which shall be deemed an original, on the day and year first above written.

THE BOARD OF REGENTS,  
UNIVERSITY OF TEXAS SYSTEM

By *[Signature]*  
Chairman LANDLORD

*[Signature]*  
W. D. Noel

*[Signature]*  
Ellen W. Noel  
TENANT

Approved as to Content:

*[Signature]*  
Deputy Chancellor for  
Administration

Approved as to Form:

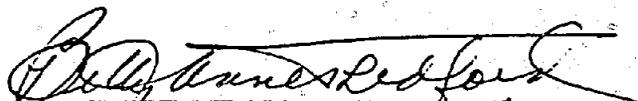
*[Signature]*  
University Attorney

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THE STATE OF TEXAS )  
COUNTY OF Travis )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. G. McNeese, Jr., Chairman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM, and that he executed the same as the act of THE BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM for the purposes and consideration therein expressed, and in the capacity therein stated.

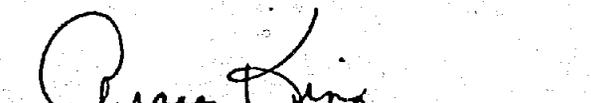
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27<sup>th</sup> day of December, 1974.

  
Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS )  
COUNTY OF Ector )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. D. NOEL and ELLEN W. NOEL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18<sup>th</sup> day of December, 1974.

  
Notary Public in and for Ector  
County, Texas

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REPORT OF MEDICAL AFFAIRS COMMITTEE. --The following Report of the Medical Affairs Committee as submitted by Committee Chairman Nelson was approved. The action therein, which had taken place in open session, was ratified:

Galveston Medical Branch (Galveston School of Allied Health Sciences): Affiliation Agreements for the Clinical Training of Allied Health Students with (1) Bell County Rehabilitation Center, Temple, Texas, and (2) Moody House, Inc., d/b/a Moody House Retirement Community, Galveston, Texas. -- For the clinical training of allied health students in the specialty of occupational therapy at the Galveston School of Allied Health Sciences of The University of Texas Medical Branch, the following agreements were approved. The Chairman of the Board of Regents was authorized to execute each when it had been approved as to form by a University attorney and as to content by the Assistant to the Chancellor for Health Affairs and the Deputy Chancellor for Administration:

Bell County Rehabilitation Center, Temple, Texas

Moody House, Inc., d/b/a Moody House Retirement Community, Galveston, Texas

These agreements are based on the standard affiliation agreement that the Board of Regents approved on March 6, 1970, and were processed in accordance with the procedure approved July 30, 1971.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 53 - 59). -- Committee Chairman Garrett filed the following Report of the Land and Investment Committee and moved that the actions therein be ratified. This motion was duly seconded and unanimously prevailed:

Though the Chairman of the Board of Regents has authority to execute any document authorized by the Board, either the Associate Deputy Chancellor for Investments, Trusts and Lands or the Deputy Chancellor for Administration may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report that relate to real estate or mineral interests held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust or Special Fund when each has been approved as to form by a University attorney and as to content by an appropriate official.

A. INVESTMENT MATTERS

Report on Clearance of Monies to Permanent University Fund and Available University Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through October 1974 was received from the Auditor, Auditing Oil and Gas Production and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>October 1974</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
Royalty			
Oil	\$2,147,786.29	\$ 4,399,690.17	\$3,993,772.80
Gas - Regular	2,169,661.19	2,477,192.87	1,417,443.14
- F.P.C.	1.93	6.23	3.70
- Market Value Settlements	1,289,995.44	2,670,817.24	15,800.00
Water	9,423.84	29,659.89	33,486.34
Salt Brine	1,488.30	3,974.86	3,451.99
Rental on Mineral Leases	4,539.95	60,200.95	74,448.21
Rental on Water Contracts	100.00	100.00	12,613.92
Rental on Brine Contracts	- 0 -	100.00	33.33
Amendments and Extensions of Mineral Leases	41,638.96	44,041.60	44,116.06
	<u>5,664,635.90</u>	<u>9,685,783.81</u>	<u>5,595,169.49</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	7,816,000.00	- 0 -
Total, Permanent University Fund	<u>5,664,635.90</u>	<u>17,501,783.81</u>	<u>5,595,169.49</u>
 <u>Available University Fund</u>			
Rental on Easements	4,518.14	6,518.14	50,419.70
Interest on Easements and Royalty	233.05	15,389.03	476.78
Correction Fees-Easements	- 0 -	- 0 -	- 0 -
Transfer and Relinquishment Fees	303.51	458.57	1,065.98
Total, Available University Fund	<u>5,054.70</u>	<u>22,365.74</u>	<u>51,962.46</u>
Total, Permanent and Available University Funds	<u>\$5,669,690.60</u>	<u>\$17,524,149.55</u>	<u>\$5,647,131.95</u>
 <u>Oil and Gas Development - October 31, 1974</u>			
Acres Under Lease	756,050		
Number of Producing Acres	328,605		
Number of Producing Leases	1,453		

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B. LAND MATTERS

1. Easements and Surface Leases Nos. 3842-3865, Amendment to Easement No. 22, and Material Source Permits Nos. 463-464. --  
Easements and Surface Leases Nos. 3842-3865, Amendment to Easement No. 22, and Material Source Permits Nos. 463-464  
 were approved as set out below. All are within the policies of the Board of Regents and all have been approved as to form by  
 a University attorney and as to content by an appropriate official. Payment has been received in advance unless otherwise  
 indicated and each document is on the University's standard form and is at the standard rate:

Easements and Surface Leases Nos. 3842-3865

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3842	Carruth Trucking Company (renewal of 3011)	Surface Lease (salt water disposal contract)	Andrews	1	2 acres	10/8/74- 10/7/75*	\$ 1,200.00 (annually)
3843	Gulf Refining Company (renewal of 2013)	Pipe Line	Crane	30	498 rds. 4½ inch	2/1/75- 1/31/85	373.50
3844	Union Texas Petroleum (renewal of 1963)	Pipe Line	Reagan	2	248 rds. 4½ inch	11/1/74- 10/31/84	186.00
3845	Continental Telephone Company of Texas (renewal of 2020)	Telephone Line	Andrews	9, 13, 14	2,016 rds. single pole	1/1/75- 12/31/84	1,411.20
3846	Texas Electric Service Company (renewal of 1966)	Power Line	Ward	16	208.14 rds. single pole	12/1/74- 11/30/84	145.70
3847	Southwestern Bell Telephone Company (renewal of 1955)	Telephone Line	Crane	30	2,808 rds. buried telephone line	1/1/75- 12/31/84	2,106.00

\*Renewable from year to year, but not to exceed a total of five years.

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3848	Northern Natural Gas Company (renewal of 1980)	Pipe Line	Ward	16	757.45 rds. 24 inch 757.45 rds. 30 inch	1/1/75- 12/31/84	\$ 4,128.11
3849	Community Public Service Company	Power Line	Ward	17	301.5 rds. single pole	11/1/74- 10/31/84	211.05
3850	Southwest Texas Electric Coop., Inc.	Power Line	Crockett, Upton	14	711.3 rds. single pole	10/1/74- 9/30/84	497.93
3851	Vacuum Transportation Service	Surface Lease (truck yard site)	Reagan	11	200' x 300'	10/1/74- 9/30/75*	450.00 (annually)
3852	Scurlock Oil Company (renewal of 1971)	Surface Lease (pump station site)	Pecos	16	one acre	11/1/74- 10/31/84	750.00 (full)
3853	Amoco Production Company (renewal of 1987)	Pipe Line	Andrews	13	236.36 rds. 3 1/2 inch	1/1/75- 12/31/84	177.27
3854	Mobil Pipe Line Company (renewal of 2115)	Surface Lease (pump station site)	Andrews	1	.057 acre	1/1/75- 12/31/84	750.00 (full)
3855	El Paso Natural Gas Company (renewal of 1978)	Pipe Line	Reagan	2, 9	798.121 rds. 6-5/8 inch	5/1/75- 4/30/85	1,197.18
3856	Mobil Pipe Line Company (renewal of 2113)	Pipe Line	Andrews	1, 2, 4, 13	7,437.26 rds. various size	1/1/75- 12/31/84	6,137.96

\*Renewable from year to year, but not to exceed a total of ten years.

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3857	Scurlock Oil Company (renewal of 1952)	Pipe Line	Pecos	16	309 rds. 2 inch	11/1/74- 10/31/84	\$ 231.75
3858	Jackie Norris	Surface Lease (cafe site)	Ward	16	Less than ½ acre	1/1/75- 12/31/75*	125.00 (annually)
3859	El Paso Natural Gas Company (renewal of 1979)	Pipe Line	Hudspeth	G	500.394 rds. 6-5/8 inch	5/1/75- 4/30/85	750.59
3860	Oasis Pipe Line Company	Pipe Line	Ward	17, 18	310.48 rds. 4 inch	11/1/74- 10/31/84	232.86
3861	El Paso Natural Gas Company (renewal of 2000)	Pipe Line	Crockett	39	328.24 rds. 8-5/8 inch	3/1/75- 2/28/85	492.36
3862	Texas Electric Service Company	Surface Lease (electrical substation site)	Andrews	5	1.606 acres	12/1/74- 11/30/84	750.00 (full)
3863	Texas Electric Service Company (renewal of 1984)	Power Line	Andrews	1,4, 5	487.27 rds. single pole	1/1/75- 12/31/84	341.09
3864	El Paso Electric Company (renewal of 1986)	Power Line	El Paso	L	164.4 rds. single pole	1/1/75- 12/31/84	115.08

\*Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3865	Board of Directors of Texas A&M University	Surface Lease	Crockett	41, 42	3,160.5 acres	1/1/75-12/31/84	\$ None*

\*Renewal of Surface Lease covering the Barnhart Range Station which represents a continuation of the cooperative arrangement between The University of Texas System and The Texas A&M University System relative to research in the management of range lands and livestock improvement.

Amendment to Easement No. 22

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
22	State Highway Commission	Highway Right-of-Way**	Crane	30	104.024 acres	As long as used for highway purposes	\$10,900.00

\*\*Additional right-of-way required to widen State Highway 385 to four lanes.

Material Source Permits Nos. 463-464

No.	Grantee	County	Location	Quantity	Consideration
463	Bob Siekman	Winkler	Block 21	200 cubic yards pad dirt	\$ 75.00
464	Texas Highway Department	Crockett	Block 30	2,880 cubic yards caliche	288.00

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2. PUF: Investments for Fiscal Year Ended August 31, 1974. -- Each member of the Board of Regents received prior to the meeting a Report on the Permanent University Fund Investments for the Fiscal Year Ended August 31, 1974. The Associate Deputy Chancellor for Investments, Trusts and Lands had prepared this report for the Board of Regents in compliance with Article 6605 of the Texas Education Code (House Bill No. 1198, 62nd Leg., R. S.).

Committee Chairman Garrett pointed out that the book value of the Permanent University Fund had increased 6.7% and the investment income had increased 13.8% over that of the fiscal year ended August 31, 1973.

The Committee authorized distribution of copies of this report to the Governor, members of the Legislature and other State Officials as required by Article 6605 of the Texas Education Code.

## II. TRUST AND SPECIAL FUNDS

### REAL ESTATE MATTERS

U. T. Austin - Archer M. Huntington Museum Fund: Waiver of Regents' Policy and Renewal of Overhead Power and Telephone Easement to Community Public Service Company Across Huntington Tract, Galveston County, Texas. --The Regents' policy with respect to underground easements was waived, and the overhead power and telephone easement granted to Community Public Service Company across land as described below for the purpose of furnishing utility service to the Monsanto Chemical Company and Malone Service Company was renewed for a term of five years commencing November 1, 1974 and terminating October 31, 1979 at a total rental of \$600:

A portion of the lands conveyed and donated by deed dated October 7, 1927, from Archer M. Huntington to the Board of Regents of The University of Texas, which deed is duly recorded in Volume 415, Page 144 of the Deed Records of Galveston County, Texas

## III. OTHER MATTERS

Report of Securities Transactions for Permanent University Fund and for Trust and Special Funds for the Month of September 1974. --The Report of Securities Transactions for Permanent University Fund and for Trust and Special Funds for September 1974, submitted by the Office of Investments, Trusts and Lands, was received. It is attached (Attachment No. 2) following Page N-9 of Attachment No. 1 and made a part of these Minutes.

## REPORT OF COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

U. T. PERMIAN BASIN: (1) CHANCELLOR REQUESTED TO INVESTIGATE MATTERS OF PUBLICITY AND (2) REPORT OF NEGOTIATIONS ON ACQUISITION AND LEASE OF REAL PROPERTY AND RECOMMENDATION THEREFOR. --Chairman McNeese presented the following Report of the Executive Session of the Committee of the Whole, stating that these matters had been considered pursuant to Sections 2(e) and (f) of Article 6252-17, Vernon's Civil Statutes:

1. U. T. Permian Basin: Chancellor Requested to Investigate Matters of Publicity. --Certain matters relating to publicity received by The University of Texas of the Permian Basin were discussed in the Executive Session of the Committee of the Whole pursuant to Section 2(e) of Article 6252-17, Vernon's Civil Statutes, and the Board of Regents asked the Chancellor to investigate these matters fully and to give a full report immediately to the Chairman. Thereafter, the Chancellor and the Chairman will release a statement of the findings.
2. U. T. Permian Basin: Report of Negotiations on Acquisition and Lease of Real Property and Recommendation Therefor (Acceptance of Deed of Gift from W. D. Noel and Ellen W. Noel and Lease of Property). --The report of a proposed gift from W. D. Noel and Ellen W. Noel of real property and a proposed lease to W. D. Noel and wife were discussed in the Executive Session and were previously reported by Committee Chairman Erwin in the Report of the Buildings and Grounds Committee on Pages 42 - 52 .

REPORT OF THE COMMITTEE OF THE WHOLE  
(Pages 60 - 78 )

Before filing the report of the meeting of the Committee of the Whole, Chairman McNeese presented the following item which was not received in time to be included on the agenda:

U. T. AUSTIN: ACCEPTANCE OF GIFT FROM THE COCKRELL FOUNDATION (TRUST ESTABLISHED BY THE LATE ERNEST COCKRELL, JR.) TO ESTABLISH IN THE COLLEGE OF ENGINEERING CHAIRS AND SCHOLARSHIPS FOR NEEDY AND DESERVING STUDENTS. --Chairman McNeese presented the following proposal from The Cockrell Foundation, a charitable and educational trust established by the late Ernest Cockrell, Jr., providing for professorial chairs within the College of Engineering and providing for scholarships to needy, deserving young men and women who are residents of Texas, Louisiana or Wyoming and who are, or will be, attending the College of Engineering at The University of Texas at Austin. This gift was accepted with gratitude by unanimous vote upon a motion duly made and seconded:

December 9, 1974

Board of Regents  
The University of Texas System  
Austin, Texas

Gentlemen:

The Cockrell Foundation ("the Foundation"), a charitable and educational trust created on June 28, 1957 by the late

Ernest Cockrell, Jr., which has since become a Texas non-profit corporation, is a beneficiary of part of the estate of the late Mr. Ernest Cockrell, Jr. Mr. Cockrell's Will is contained in two instruments, both of which are dated July 31, 1969, certified copies of which are attached. One of these concerns Mr. Cockrell's Louisiana properties and the other concerns the balance of his estate.

Under the provisions of Mr. Cockrell's Will, one-half of the net income from his gift to the Foundation is payable to the Engineering Department at The University of Texas at Austin ("the University") in memory and honor of the members of the Cockrell family. Paragraphs 1(h)(1)(iii) and (iv) of Mr. Cockrell's primary Will goes on to provide as follows:

"(iii) Fifty per cent of the gift of income to such University under subparagraph (ii) immediately above shall be used to establish an endowment fund, the income from which shall be used to establish professorial chairs within the Engineering Department of such University upon the condition that the engineering school continues to share in funds and appropriations of such University in the same proportion to that which it had prior to such gift, or a more favorable one. It is my direction that if the Engineering Department, or the University of which it is a part, shall be penalized in any manner by any diversion of funds by any governmental body or agency, by the governing body of the University, or any related institution, then the above gifts to The Cockrell Foundation are upon the condition that The Cockrell Foundation shall cease payments to such University as long as such diversion exists and instead such funds shall be used by the Foundation for its stated purposes in the discretion of the Trustees thereof. It is my intention that this gift to such University shall be in addition to all other sources of income of such University and such Engineering Department, and any determination of diversion shall be in the judgment of the Trustees of the Cockrell Foundation.

(iv) The remaining fifty per cent of the gift of income to such University under subparagraph (ii) immediately above shall be given to the University of Texas. Such gifts of income shall be used to provide scholarships for residents of Texas, Louisiana, or Wyoming who are, or will be attending the Engineering School of such University. However, the income so contributed shall be corpus to the recipient university and only the income from such corpus shall be used for the prescribed purpose.

It is my request that such corpus shall be invested so as to appreciate in value and to preserve the value of such corpus against the inroads of inflation. It is my further request that the recipient of such a scholarship be an individual who has shown in his prior schooling, activities and conduct outstanding qualities of leadership, stability, conservatism, intelligence, character, morals and other qualities of merit, and with special consideration given to he or she who is:

- (1) wholly or partially supported by his own efforts or by his mother who is a widow and who is working, or
- (2) physically impaired.

The application of these suggested criteria shall be in the sole judgment of the governing body of the University of Texas Engineering Foundation (which presently is the Advisory Board of such Foundation) insofar as the University of Texas is concerned, or in its absence, the dean of the Engineering School.

If the recipient of any scholarship, chair or gift from this Foundation as directed by an Engineering Foundation or the dean of the Engineering School shall succeed economically, it is my earnest request that such person shall reciprocate by contributing to this Foundation in order that its purposes may be continued."

Paragraphs 5(c) and 5(d) of Mr. Cockrell's Louisiana Will contain essentially the same provisions and conditions.

#### Chairs

As Directors of the Foundation, we have determined that one-fourth of the Foundation's income from Mr. Cockrell's testamentary gifts to the Foundation should be paid to the University to provide the corpus of a fund for endowed chairs in the Engineering Department of the University, that is, when these distributions from the Foundation to the University, plus the amount of the income from such distributions, reach the amount required to create an endowed chair, one shall be created.

Since Mr. Cockrell's Will was executed prior to the Board of Regents' increase of the minimum amount required to establish such a chair from \$400,000 to \$500,000, the University will declare and publish that an endowed chair exists in the Engineering Department when the distributions from the Foundation to the University, plus such accumulated income, for the creation of endowed chairs reaches \$400,000. Thereafter the income from the endowment of each chair will be used for the purposes of that chair.

An additional endowed chair will be created as subsequent distributions from the Foundation to the University with respect to endowed chairs, plus such accumulated income, attain each multiple of \$400,000.

Please note the conditions attached to Mr. Cockrell's gift: (a) that the Engineering Department of the University not be penalized in any manner by any diversion of funds by any governmental body or agency, including the University and its related institutions, and (b) that the Engineering Department of the University continue to share in the University budget in at least the same proportions as before this gift. Consequently, the Board of Regents will authorize and require the Dean of the Engineering School of the University and the Vice-President for Business Affairs of the University to certify to the Foundation annually whether (1) the Engineering Department continues to share in the funds and appropriations of the University in at least the same proportion as it had prior to the date of Mr. Cockrell's death, and (2) the Engineering Department has not been penalized in any manner by any diversion of funds.

In the event that there has been any such reduction in the Engineering Department's sharing ratio or there has been any such diversion, the certificates shall be accompanied by a copy of the annual budget for the University and a complete explanation, with references to budget items, of the reduction in sharing ratio or the diversion as the case may be.

#### Scholarships

As Directors of the Foundation we have determined that one-fourth of the Foundation's income from Mr. Cockrell's testamentary gifts to the Foundation should be paid to the University to provide the corpus of a fund to provide scholarships for residents of Texas, Wyoming and Louisiana who are, or will be, attending the University and majoring in a subject for which the Engineering Department has academic responsibility.

In order to carry out the terms of Mr. Cockrell's gifts, the Board of Regents shall authorize and require the governing body of the University of Texas Engineering Foundation to certify to the Foundation annually (1) the names and residence addresses of all students receiving such scholarships, (2) the amount of each such scholarship, (3) which scholarship recipients (if any) meet the special conditions described in Paragraph 1(h)(1)(iv)(1) and (2) of Mr. Cockrell's primary Will, (4) that in awarding any such scholarship the criteria set out in Paragraph 1(h)(1)(iv) have been respected and (5) that each such scholarship recipient has been apprised of Mr. Cockrell's wish that he or she make a contribution to The Cockrell Foundation to carry on the scholarship program if such recipient becomes financially successful.

If the above outline is an acceptable statement of the conditions attached to Mr. Cockrell's gift, please take all appropriate action to reflect this and advise us in writing accordingly.

Very truly yours,

THE COCKRELL FOUNDATION

*Cliff R. ...*  
*A. G. McNeese, Jr.*  
*...*  
*Ernest H. Cockrell*

This item was not on the agenda, and will be submitted at the meeting on January 31, 1975, for ratification.

...

Chairman McNeese submitted the following report of the meeting of the Committee of the Whole, stating that all items were considered at the earlier open session of the Committee of the Whole with the exception of the Selection Committee for the Chief Administrative Officer at The University of Texas at Austin:

**U. T. AUSTIN: SELECTION COMMITTEE FOR CHIEF ADMINISTRATIVE OFFICER.** --Pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 4.1, Chairman McNeese announced the appointment of the Selection Committee for the Chief Administrative Officer of The University of Texas at Austin in the following statement:

"It is incumbent upon me as Chairman to appoint the committee for the selection of a Chief Administrative Officer of U. T. Austin. The following will serve with Chancellor LeMaistre as Chairman:

Regent Edward Clark  
 Regent (Mrs.) Lyndon B. Johnson  
 Regent Allan Shivers  
 Chairman A. G. McNeese, Jr.

Mr. E. D. Walker, Deputy Chancellor for  
Administration  
Dr. Harry H. Ransom, Representative for  
Assistant to the Chancellor for Academic Affairs  
Dr. William H. Knisely, Assistant to the Chancellor  
for Health Affairs

Dr. Peter T. Flawn, President, U. T. San Antonio  
Dr. Bryce Jordan, President, U. T. Dallas  
Dr. Frank Harrison, President, San Antonio Health  
Science Center

Dr. Eugene W. Nelson, to represent the U. T.  
Austin Faculty

Miss Jane E. Strauss, to represent the U. T.  
Austin Students

Mr. Wales Madden, President of U. T. Austin  
Ex-Students' Association

"The Chancellor will probably call the first meeting of this committee in early January and I hope we will have suggestions from the faculty and from the students (Faculty-Student Advisory Committee).

"I think I would be remiss if I did not remind each and everyone concerned with this matter that the presidential selection process is highly confidential and I hope that the matters engendered by these committees will be contained therein."

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENT TO CHAPTER I, SECTION 8, SUBSECTION 8.64 (DOCKET REQUIREMENT). --The necessary rules were waived and Subsection 8.64 of Section 8 of Chapter I of Part One of the Regents' Rules and Regulations was amended by unanimous vote to be effective immediately to read as follows:

8.64 A docket, to be entitled the "Chancellor's Docket," composed of routine matters arising from System Administration and the component institutions, which are required to be reported to and/or approved by the Board of Regents in accordance with established policies of the Board, shall be prepared as directed and approved by the Chancellor. All docket items from the component institutions must be received in the office of the Chancellor not less than twenty-one days prior to the next regular scheduled meeting for inclusion on the docket for that meeting. The Chancellor's Docket shall be distributed by the Secretary to all members of the Board ten days before the Board convenes, together with a ballot to be returned seven days thereafter. The ballot will read: "Approved, except as to the following items:" with space providing for listing the excepted items. All items not excepted by any Regent will be approved by the Board at its next meeting,

without detailed consideration. Any excepted item listed by any Regent will be deferred and will be processed through the System Administration Committee for consideration at the first regular meeting of the Board following action on the item by the System Administration Committee.

**BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO CHAPTER IX, SECTIONS 1 AND 2 (TITLE CHANGE IN OFFICE OF INVESTMENTS, TRUSTS AND LANDS).** -- Approval was given to amend Sections 1 and 2 of Chapter IX of Part Two of the Regents' Rules and Regulations by deleting Subsections 1.1, 1.2, 1.4 and 1.5 of Section 1 and Subdivision 2.233 of Section 2 and substituting in lieu thereof the following:

- 1.1 Authority to Sell, Assign, and Transfer Securities Held by the Permanent University Fund. --The Deputy Chancellor for Administration, the Associate Deputy Chancellor for Investments, Trust and Lands (or the Executive Assistant for Administration or any Trust Officer), and the Treasurer of the State of Texas (or the Acting Treasurer of the State of Texas) are jointly authorized to sell, assign, and transfer any and all of the bonds, stocks, notes, and other evidences of indebtedness and ownership of any description, whatever, owned by the Permanent University Fund of The University of Texas System (formerly The University of Texas) and registered in the name of "The University of Texas," "The University of Texas System," "The University of Texas for Permanent University Fund, a State Endowment Fund, Austin, Texas," "The University of Texas System for Permanent University Fund, a State Endowment Fund, Austin, Texas," "Permanent University Fund of The University of Texas," "Permanent University Fund of The University of Texas System," or in any other form of registration of such securities held for the account of the Permanent University Fund of The University of Texas System.
- 1.2 Authority to Sell, Assign, and Transfer Securities Held by the Board of Regents of The University of Texas System. --The Deputy Chancellor for Administration, the Associate Deputy Chancellor for Investments, Trusts and Lands, and/or the Executive Assistant for Administration or any Trust Officer are each authorized to sell, assign, and transfer any and all bonds, stocks, notes, and other evidences of indebtedness and ownership of any description, whatever, registered in the name of the Board of Regents of The University of Texas System (formerly the Board of Regents of The University of Texas) in whatever manner, including all fiduciary capacities, and including those registered in the names of trusts or foundations managed and controlled by said Board of Regents.
- 1.4 Authority to Receive and Collect Money and/or Property. --The Deputy Chancellor for Administration, the Associate Deputy Chancellor for Investments, Trusts and Lands, and/or the Executive Assistant for Administration or any Trust Officer are each authorized and empowered to ask, demand, collect, recover, and receive any and all sums of money, debts, dues, rights, property, effects, or demands, whatever, due, payable, or belonging, or that may become due, payable, or belonging to any of the above funds, from any person or persons, whatever, and to execute any and all necessary or proper receipts, releases, and discharges therefor.

1.5 Authority to Execute Proxies. --The Associate Deputy Chancellor for Investments, Trusts and Lands and/or the Executive Assistant for Administration or any Trust Officer are each authorized to execute proxies within the approved investment policies.

2.233 Implementation of FHA Mortgage Loan Purchase program: The Deputy Chancellor for Administration, the Associate Deputy Chancellor for Investments, Trusts and Lands and/or the Executive Assistant for Administration or any Trust Officer, are each authorized

2.2331 To recommend the Seller-servicers with which Purchase and Servicing Agreements should be made, and after approval by the Board of Regents, to execute the Purchase and Servicing Agreements on the approved forms.

U. T. SYSTEM - BOARD OF DIRECTORS OF THE UNIVERSITY OF TEXAS FOUNDATION, INC.: APPOINTMENT OF COMMITTEE TO RECOMMEND NUMBER OF MEMBERS AND NOMINEES THERETO. -- The proposed nominees to the Board of Directors of The University of Texas Foundation, Inc., were withdrawn, and a committee consisting of Chairman McNeese and Regents Clark and Shivers was appointed to submit at the meeting on January 31, 1975, a recommendation as to the number of persons that should constitute the Board of Directors of the U. T. Foundation and nominees thereto.

U. T. AUSTIN: PROPOSED GIFT TO EX-STUDENTS' ASSOCIATION IN BEHALF OF U. T. AUSTIN BY ANONYMOUS DONOR FOR STATUE OF LONGHORN MASCOT (BEVO). --Since the meeting it has been determined that the actions recommended to the Board of Regents and taken by the Board with respect to the Texas Longhorn statue were inappropriate because they were based on erroneous information. Therefore, the item has been omitted from the Minutes and will be resubmitted at the next meeting.

U. T. AUSTIN (SCHOOL OF LAW): ESTABLISHMENT OF NEW CENTURY FUND FOR SCHOLARSHIPS FOR QUALIFIED MINORITY AND CULTURALLY DISADVANTAGED APPLICANTS; MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS LAW SCHOOL FOUNDATION AND NEW CENTURY FUND, AND GUIDELINES FOR STUDENT FUNDRAISERS. --A proposal was received from the School of Law of The University of Texas at Austin to establish a scholarship fund to provide three year scholarships of \$2,000 a year to minority and culturally disadvantaged applicants who qualify for admission to the School of Law. It was proposed that the scholarship fund be named the New Century Fund and that it be administered by the Texas Law School Foundation through the Dean of the Law School.

Upon the recommendation of System Administration, the proposal by the School of Law was approved as were (1) the Memorandum of Understanding Between the Texas Law School Foundation and the New Century Fund and (2) the Guidelines for Student Fundraisers as set out below:

MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS  
LAW SCHOOL FOUNDATION AND THE NEW CENTURY FUND

The Texas Law School Foundation agrees to administer monies and other contributions received on behalf of the New Century Fund subject to the following conditions:

1. The Fund will provide three-year scholarships of \$2,000 a year to recipients selected by the Dean of the School of Law from those minority and culturally disadvantaged applicants who qualify for admission to the School of Law. It is understood that the goal of the Fund is to establish 25 scholarships a year for each of the next three years, commencing with the 1975 entering class.
2. The Advisory Board to the New Century Fund consists of the following attorneys:

John L. Hill, Attorney General, Austin  
 Morris Atlas, Atlas, Hall, Schwartz, Mills,  
 Gurwitz & Bland, McAllen  
 David J. Beck, Fulbright & Jaworski, Houston  
 Robert L. Blumenthal, Carrington, Coleman, Solomon,  
 Johnson & Blumenthal, Dallas  
 J. Chrys Dougherty, Graves, Dougherty, Hearon,  
 Moody & Garwood, Austin  
 Richard A. Freling, Jenkins & Gilchrist, Dallas  
 Thad T. Hutcheson, Jr., Baker & Botts, Houston  
 Joseph R. Krier, Bracewell & Patterson, Houston  
 Wales H. Madden, Jr., Selecman & Madden, Amarillo  
 Mark Martin, Strasburger, Price, Kelton, Martin  
 & Unis, Dallas  
 Samuel D. Millsap, Jr., Tinsman & Houser, San Antonio  
 Harry M. Reasoner, Vinson, Elkins, Searls, Connally  
 & Smith, Houston

Additional members may be added to the Advisory Board with the consent of the President of the Board of Trustees of the Texas Law School Foundation.

3. The Advisory Board and Student fundraisers will abide by the attached guidelines for fundraisers.
4. In order to assure coordination with Texas Law School Foundation fund raising projects, student fundraisers shall clear plans for solicitation with the Texas Law School Foundation office or the Dean of the School of Law.
5. The New Century Fund project is subject to semi-annual review by the Board of Trustees of the Texas Law School Foundation. This review will normally take place at the regularly scheduled fall and spring meetings of the Board of Trustees.

GUIDELINES FOR STUDENT FUNDRAISERS

The Law School Foundation approves and endorses the New Century Fund Project and its goal of providing scholarships for minority and culturally disadvantaged law students. In an effort to insure a successfully run, adequately supervised, and responsibly administered project, the following guidelines for student fundraisers are hereby adopted:

1. All participating student fundraisers shall conform to any applicable Law School Foundation guidelines and policies.
2. Student fundraisers participating in the project shall be approved in advance by Dean Ernest Smith.
3. To insure continuity of the project, any student replacements recruited by graduating student fundraisers will be subject to the prior approval of Dean Smith and will comply with these guidelines.
4. Students involved in the project will comply with policies and procedures established by the project advisory committee.
5. Any questions from possible contributors concerning matters outside the scope of the approved memorandum proposing establishment of a scholarship fund for minority and culturally disadvantaged law students shall be referred to Dean Smith or other appropriate Law School personnel.
6. Student fundraisers will not hold themselves out as official representatives of The University of Texas School of Law nor will they represent their views or those of the project as official Law School policies.
7. All funds contributed to the project will be made payable to the Law School Foundation and to no other group or individual.
8. Operating expenses will not be drawn from contributions to the fund. Such expenditures will be kept to a minimum and will be subject to prior approval of the Law School Foundation. Accurate records will be kept of all such expenditures.
9. Fundraising efforts will be coordinated to preclude duplicative contacts with individual contributors.
10. Fundraising will also be coordinated through the Law School Foundation to avoid conflicts with other fundraising projects.

**GALVESTON MEDICAL BRANCH: AUTHORITY TO ACCEPT GRANT OF \$138,000 FROM HOFFMAN-LAROCHE, INC., A NEW JERSEY PHARMACEUTICAL COMPANY, IN COMPLIANCE WITH AGREEMENT (COMPLIANCE WITH REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER V, SUBSECTION 2.425).** --A report was received that Hoffman-LaRoche, Inc., a New Jersey pharmaceutical company, has offered a research grant in the amount of \$138,000 to The University of Texas Medical Branch at Galveston to develop the drug thymosin. The offer of the proposed grant is subject to the terms of a Grant Agreement

providing for an exclusive license in any patentable discoveries to Hoffman-LaRoche subject to the limitations of other granting agencies who are also contributing to this research. The granting of this exclusive license is necessary to receive the grant, and this arrangement will expedite development of any discoveries and further the public interest. In compliance with the Regents' Rules and Regulations, Part Two, Chapter V, Subsection 2.425, prior approval of this grant was requested.

Upon recommendation of President Levin, concurred in by System Administration, authority was given to accept the grant in compliance with the Grant Agreement set out below. The Chairman of the Board of Regents was authorized to execute the agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration:

#### AGREEMENT

The purpose of this agreement is to summarize the understandings between Hoffmann-La Roche Inc. (hereafter Roche) and the University of Texas Medical Branch at Galveston (hereafter UTMB) pursuant to which the proposed scientific collaboration relating to thymosin will be carried out. Such understandings are set forth below:

1. Both parties have recognized the valuable potential of thymosin as a therapeutic agent which could have a role in the diagnosis and treatment of autoimmune diseases, leukemia, virus induced neoplasms and the many other disease states in which cell-mediated immunity plays a part. It is the desire of both parties that the further development of thymosin be pursued in as expeditious fashion as possible so as to assure that the benefits to be derived therefrom can be available to mankind at the earliest possible time.

Thymosin is a thymic hormone which can be extracted from mammalian thymus glands, particularly from calves. Its presence and activity in humans has been confirmed. As indicated above thymosin plays a role in the development and maintenance of cell-mediated immunity in mammals. Research conducted at UTMB under the direction of

Dr. Allan L. Goldstein has succeeded in improving the isolation procedures for extracting thymosin from thymus glands and this has resulted in the isolation of a purified homogeneous thymosin fraction. Moreover, the efforts of Dr. Goldstein and his coworkers have produced a number of sensitive bioassays for thymosin activity which have established the therapeutic potential of this material culminating in the initiation of phase I clinical trials utilizing thymosin (fraction 5) derived from calf thymus glands under an IND sponsored by UTMB.

While UTMB has received and will continue to receive financial support for the thymosin project from a number of sources including the National Cancer Institute. The John A. Hartford Foundation, Inc. and Don Yarborough and Associates (hereafter collectively Grantors), UTMB recognizes that it does not possess sufficient financial resources or the multi-disciplined technical and scientific personnel or the specialized equipment necessary to bring thymosin to the state where it is an approved and generally available Roche, while evidently having the necessary financial resources as would be expected from a major pharmaceutical company, also believes that it has unique capabilities in the technical and scientific fields needed to successfully develop thymosin as evidenced by recent novel advances by Roche scientists in the areas of reagents and apparatus for highly sensitive protein and amino acid assays; improved apparatus for protein purifications, improved radioimmunoassay techniques and materials, and improved peptide synthesis procedures.

In view of the foregoing the parties believe that a scientific collabora-

tion between Roche and UTMB would not only be of mutual benefit but would also provide the means for making thymosin available to the public in the earliest and most efficient manner.

2. Roche, as its contribution to the thymosin collaboration, agrees to provide the following:

(a) Financial support for UTMB as follows:

(i) a grant in support of Dr. Goldstein's research and the Phase I clinical trials in the combined total amount of one hundred thirty-eight thousand dollars \$(138,000) per year;

(ii) a consultantship for Dr. Goldstein relating to thymosin in the amount of ten thousand dollars (\$10,000) per year; the above grant and consultantship will be made for one year with the understanding and commitment by Roche that they will be awarded for a second year if the thymosin project shall still be ongoing at UTMB at that time.

(b) Material support for the UTMB sponsored phase I clinical trials in the form of supplying, at no cost to UTMB, amounts of calf thymosin (fraction 5) which will be reasonably necessary to maintain such clinical trials. Roche reserves the right to subcontract with third parties to obtain part or all of the precursor materials used in preparing calf thymosin (fraction 5).

(c) Technical support for the thymosin project in the form of process improvements in extracting and purifying thymosin, setting up

and conducting of bio-assays for thymosin and carrying out needed analytical services.

- (d) Chemical research support for the thymosin project in the form of obtaining the thymosin protein components in a pure state; characterizing the amino acid content of said components, sequencing said amino acids in said components and if the aforesaid efforts are successful to initiate chemical synthesis of thymosin.
- (e) Patent services support of the prior and future research efforts of UTMB in the thymosin area.

3. UTMB, as its contribution to the thymosin collaboration, agrees to provide the following:

- (a) Continuing support to Dr. Goldstein for his research on thymosin including laboratory facilities, staff assistance and the regular supportive services which have been supplied to Dr. Goldstein during his past research effort at UTMB.
- (b) Continuing sponsorship of the IND pursuant to which the phase I clinical trials of thymosin are being conducted until such time as the parties shall mutually agree that either the clinical trials should be terminated, should be converted to another phase or should be taken over by a Roche sponsored IND.
- (c) Providing Roche promptly with the results of UTMB's research efforts, UTMB sponsored clinical trials and any other UTMB activities relating to thymosin which would include results

obtained prior to the date of this agreement and all results derived during its term.

- (d) Allowing Roche reasonable access to UTMB personnel for the purpose of consultation about the thymosin effort by Roche or the progress of research at UTMB such access including for example, approval by UTMB of consultation agreements between Roche and UTMB personnel such as Dr. Goldstein.
- (e) Utilizing its best efforts to obtain appropriate releases from Grantors with regard to worldwide rights to thymosin so as to allow UTMB to grant to Roche, at Roche's request at any time during the term of this agreement a license for the United States under any proprietary rights UTMB may have with an exclusivity for as long as the policy of Grantors may permit. Such license shall provide for a royalty payable to UTMB not to exceed 5% of Roche's net sales, said royalty being determined by good faith negotiations between Roche and UTMB taking into consideration the number and scope of patents obtained by UTMB and the availability of any proprietary know-how from UTMB. Additionally, at Roche's request UTMB will extend a license for all countries except the United States under such proprietary rights to thymosin to a Designated Company of Roche at terms and conditions no less favorable to said Designated Company as are extended to Roche. It is acknowledged, however, that Roche shall have the right to secure patent protection in its own name on any inventions derived from Roche's own research efforts on the thymosin project.

- (D) Assisting Roche by providing data or reasonable technical assistance when requested by Roche in support of any Roche sponsored IND on thymosin.
4. Nothing contained herein shall be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties. Additionally, neither party shall have the right to incur any debt or expense for the account of the other party except as may expressly be agreed upon by separate written agreement.
5. UTMB and Roche shall consult with each other concerning any proposed publication which contains material arising from the collaboration on thymosin for the purpose of determining whether any patentable inventions are disclosed therein. If patentable inventions are found then the subject proposed publications shall be delayed in submission for publication until the requisite patent rights have been applied for both in the United States and foreign territories but in no event shall publication submissions be delayed for more than twelve (12) months from submission.
6. UTMB agrees that it will maintain in confidence and use only for the purposes of the present scientific collaboration any proprietary information of Roche which is disclosed to UTMB by Roche and identified by Roche as being proprietary. UTMB's obligations with respect to confidentiality shall not extend to any information which:
- (a) UTMB can show was in its possession prior to disclosure thereof by Roche;

(b) becomes part of the public domain through publication, patenting or other public disclosure but through no fault of UTMB;

(c) is disclosed to UTMB by a third party not under legal obligation to Roche; or

(d) had been disclosed to UTMB more than three (3) years before.

7. This collaboration agreement shall be effective on the date when it shall be fully executed and shall have a term of two (2) years; provided, however, that Roche shall have the right to terminate the agreement by thirty (30) days prior written notice after the first anniversary hereof should the thymosin project not be ongoing at UTMB at that time.

If UTMB is agreeable to proceeding with the scientific collaboration on thymosin with Roche pursuant to the above understandings please have a duly authorized officer of UTMB sign and date both copies of this agreement and return one fully executed copy to Roche for our records.

HOFFMANN-LA ROCHE INC.

By J. J. Burns  
J. J. Burns  
Vice President

Approved As To Form  
LAW DEPT.

By [Signature]

AGREED AND ACCEPTED:  
Board of Regents University of Texas System  
on Behalf of UNIVERSITY OF TEXAS MEDICAL BRANCH

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**RATIFICATION (AFFILIATION AGREEMENTS).** --The following affiliation agreements were ratified:

U. T. Austin (College of Pharmacy): Affiliation Agreement with Santa Rosa Medical Center, San Antonio, Texas. --Based on the model agreement approved by the Board of Regents on September 8, 1971, an affiliation agreement between the Board of Regents of The University of Texas System on behalf of the College of Pharmacy of The University of Texas at Austin and Santa Rosa Medical Center, San Antonio, Texas, was ratified. The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Administration and the Assistant to the Chancellor for Health Affairs.

System Nursing School: Affiliation Agreement with Harris County Health Department, Houston, Texas. --Based on the model agreement for clinical training of nursing students that was approved by the Board of Regents on September 12, 1970, an affiliation agreement between the Board of Regents of The University of Texas System on behalf of the The University of Texas System School of Nursing was ratified. The Chairman of the Board of Regents was authorized to execute this agreement when it has been approved as to form by a University attorney and as to content by the Deputy Chancellor for Health Affairs.

**RESOLUTION TO LEROY BILLY CARR ON RECEIPT OF "OUTSTANDING RANGEMAN AWARD FOR 1974."** --Regent Garrett was recognized and announced that Mr. Leroy Billy Carr, University Land Agent, had been named by the Texas Section of the American Society for Range Management the "Outstanding Rangeman for 1974." Upon motion of Regent Garrett, seconded by Regent Clark, the following resolution was adopted:

WHEREAS, Mr. Leroy Billy Carr has been employed by The University of Texas System as Assistant Land Agent and University Land Agent since October 15, 1956, and

WHEREAS, Mr. Leroy Billy Carr recommended to the Board of Regents of The University of Texas System that it enter into range management and land conservation practices covering all 2,100,000 acres of West Texas Lands at the Board of Regents' meeting held on October 1, 1969, and pursuant to the approval of the Board of Regents as of this date all 2,100,000 acres of West Texas Lands are included in grazing leases under which range management and land conservation practices are made a prerequisite to the issuance of such lease, and

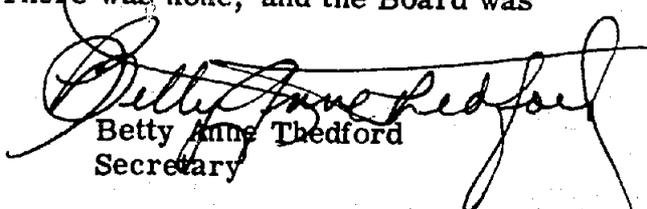
WHEREAS, Mr. Leroy Billy Carr has been ably assisted by the Texas A&M University Extension Service, the U. S. Soil Conservation Service and the local committees thereof in supervising the range management and land conservation practices required by said leases, and

WHEREAS, the Texas Section of the American Society for Range Management has presented to Mr. Leroy Billy Carr the "Outstanding Rangeman Award for 1974," which award was presented to Mr. Carr at its meeting held in Corpus Christi, Texas, on Friday, December 6, 1974:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Regents of The University of Texas System that it is hereby recognized that the contribution of Mr. Leroy Billy Carr to The University of Texas System, the management of the lands under its control and the community as a whole is acknowledged with grateful appreciation for his many years of faithful service to The University of Texas System and the State of Texas as a whole.

SCHEDULED MEETINGS. --The next meeting of the Board of Regents is scheduled in Austin on January 31, 1975. Regent Erwin said that he recognized that there may be three new Regents at the next meeting of the Board but in order for the Administrative Officers to plan their work he recommended that a meeting be scheduled on March 14, 1975. No action was taken on this date, but the Secretary was instructed to circularize the Regents to confirm whether or not they had previous engagements for that weekend.

ADJOURNMENT. --Prior to adjournment, Chairman McNeese inquired if there were other matters by System Administration officials or other official representatives. There was none, and the Board was duly adjourned at 12:15 p. m.

  
Betty Anne Thedford  
Secretary

December 20, 1974