

O.C.

Meeting No. 772

THE MINUTES OF THE BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

Pages 1 - 114

December 11-12, 1980

Austin, Texas

MEETING NO. 772

THURSDAY, DECEMBER 11, 1980.--The Board of Regents of The University of Texas System convened in regular session at 10:15 a. m. on Thursday, December 11, 1980, in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall in Austin, Texas, with the following in attendance:

ATTENDANCE.--Present

Chairman Williams, presiding
 Vice-Chairman Law ✓
 Regent (Mrs.) Blumberg ✓
 Regent Fly ✓
 Regent Hay ✓
 Regent Newton* ✓
 Regent Powell ✓
 Regent Richards ✓
 Regent Sterling ✓

Absent

Secretary Thedford

Chancellor Walker**

Chairman Williams called the meeting to order and stated that all members were present except Regent Newton who was delayed and did not arrive until the Committee of the Whole convened in Executive Session.

BOARD OF REGENTS: GIFT TO CHAIRMAN FROM MR. CARL J. ECKHARDT OF GAVEL MADE FROM WOOD OF SANTA RITA.--
Chairman Williams called to the attention of the Board that the gavel he was using at this meeting had been given for the use of the Chairman of the Board of Regents by Carl J. Eckhardt, formerly Professor of Mechanical Engineering and Superintendent of the Physical Plant at The University of Texas at Austin. The gavel is made from the wood of the Santa Rita.

RECESS FOR COMMITTEE MEETINGS (BUILDINGS AND GROUNDS COMMITTEE AND COMMITTEE OF THE WHOLE IN EXECUTIVE SESSION).--
Chairman Williams announced that the Board would recess for the meeting of the Buildings and Grounds Committee to consider those items listed on that Committee's agenda in the Material Supporting the Agenda and any other items that might have been assigned to that Committee. At 11:30 a. m., the Buildings and Grounds Committee adjourned.

Following the meeting of the Buildings and Grounds Committee, Chairman Williams stated that the Board would recess and that immediately following lunch, the Board would resolve into Executive Session of the Committee of the Whole but would not reconvene as a Board until 9:00 a. m. on Friday, December 12, 1980.

*Regent Newton was absent from the Buildings and Grounds Committee meeting on Thursday morning but was present for the Executive Session of the Committee of the Whole on Thursday afternoon and for all committee meetings and the meeting of the Board on Friday, December 12.

**Chancellor Walker was absent from the meeting on Thursday (December 11) due to the death of his father but was in attendance at the meeting on Friday.

The Board then recessed for lunch and immediately thereafter the Committee of the Whole met in Executive Session in the Regents' Committee Room pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - a. U. T. System - Hogg Foundation for Mental Health - Will C., Thomas E., Ima and Mike Hogg Funds: Proposed Sale of Land in Block 69, S.S.B.B., Houston, Harris County, Texas
 - b. U. T. Austin: Negotiated Contracts for Two Sculptures
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

* * * * *

Friday, December 12, 1980

At 9:10 a.m., the Board reconvened in regular session in the Regents' Meeting Room on the ninth floor of Ashbel Smith Hall with the following attendance:

Present

Chairman Williams presiding
 Vice-Chairman Law
 Regent (Mrs.) Blumberg
 Regent Fly
 Regent Hay
 Regent Newton
 Regent Powell
 Regent Richards
 Regent Sterling

Absent

Secretary Thedford

Chancellor Walker

BOARD OF REGENTS: CORRECTION OF MINUTES OF REGULAR MEETING ON SEPTEMBER 4-5, 1980 AND APPROVAL OF MINUTES OF REGULAR MEETING ON OCTOBER 23-24, 1980.--Approval was given for Secretary Thedford to correct the Minutes of the regular meeting held on September 4-5, 1980 in Item 6 on Page 81 by changing the "Edward E. and Kathryn L. Hale Scholarship Fund in the Department of Economics of the College of Business Administration" to the "Edward E. and Kathryn L. Hale Scholarship Fund in the Department of Economics in the College of Liberal Arts."

Upon motion of Regent Sterling, seconded by Regent Richards, the Minutes of the regular meeting of the Board of Regents of The University of Texas

System held on October 23-24, 1980, in Austin, Texas, were approved as distributed by Secretary Thedford. The official copy of these Minutes is recorded in the Permanent Minutes, Volume XXVIII, Pages 671-1317.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, COMBINED FEE REVENUE BONDS, SERIES 1981, IN THE AMOUNT OF \$7,500,000; (1) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, COMBINED FEE REVENUE BONDS, SERIES 1981, IN THE AMOUNT OF \$7,500,000; (2) DESIGNATION OF PAYING AGENT (OR AGENTS); AND (3) AWARD OF CONTRACT FOR PRINTING (NO BIDS RECEIVED). -- Chancellor Walker reported that no bids were received for the sale of Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1981, in the amount of \$7,500,000, since there is a ten percent limitation on the interest rate for Texas municipal and other tax-exempt bonds of the State. He recommended and the Board approved that the Administration be authorized to call for bids when the Bond Consultant thinks that satisfactory bids can be obtained.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, MARRIED STUDENT HOUSING REVENUE BONDS, SERIES 1981, IN THE AMOUNT OF \$5,750,000; (1) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, MARRIED STUDENT HOUSING REVENUE BONDS, SERIES 1981, IN THE AMOUNT OF \$5,750,000; (2) DESIGNATION OF PAYING AGENT; AND (3) AWARD OF CONTRACT FOR PRINTING (NO BIDS RECEIVED). -- Chancellor Walker reported that no bids were received for the sale of Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Revenue Bonds, Series 1981, in the amount of \$5,750,000, since there is a ten percent limitation on the interest rate for Texas municipal and other tax-exempt bonds of the State. He recommended and the Board approved that the Administration be authorized to call for bids when the Bond Consultant thinks that satisfactory bids can be obtained.

See Page 6.

Attendance
INTRODUCTION OF FACULTY AND STUDENT REPRESENTATIVES; MR. WILLIAM C. ERSKINE, VICE PRESIDENT FOR BUSINESS AFFAIRS, U. T. EL PASO; AND MR. RAY HERNDON, CHAIRMAN, U. T. PERMIAN BASIN DEVELOPMENT BOARD. -- Chairman Williams called on the chief administrative officers of the component institutions to introduce their respective faculty and student representatives and any other guests:

U. T. Arlington

President Nedderman introduced:

Faculty Representative:

Dr. Bill Pinney, Chairman
Faculty Senate

Student Representatives:

Ms. JoDee Sharp, Vice President
Student Congress
Mr. Bruce Howie, Parliamentarian
Student Congress
Mr. Mike Cadena, Recording Secretary,
Student Congress

U. T. Austin

President Flawn introduced:

Faculty Representative:

Dr. William P. Glade, Chairman
Faculty Senate

U. T. Dallas

President Jordan introduced:

Faculty Representative:

Dr. Dennis Kratz, Speaker of the
Faculty

Student Representative:

Mr. Mark Mooring, Vice President
Student Government

U. T. El Paso

President Monroe introduced Mr. William C. Erskine, the new
Vice President for Business Affairs at U. T. El Paso.

U. T. Permian Basin

President Cardozier introduced:

Student Representative:

Mr. Julius Graves, President
Student Senate

In addition to the student representative, he introduced Mr. Ray
Herndon, Chairman of the U. T. Permian Basin Development
Board.

U. T. San Antonio

President Wagener introduced:

Faculty Representative:

Dr. William G. Mitchell, Secretary
to The University Assembly and
General Faculty

Student Representative:

Mr. Ronald K. Garcia, President
Student Representative Assembly

U. T. Tyler

President Stewart introduced:

Faculty Representative:

Dr. Andrew S. Szarka, Associate
Professor of History and Faculty
Senate Secretary

Galveston Medical Branch

President Levin introduced:

Faculty Representative:

Dr. Jill D. Fabricant, Assistant Pro-
fessor in Preventive Medicine and
Community Health

Student Representative:

Mr. Howard Lund, Graduate Student
Microbiology

Houston Health Science Center

President Bulger introduced:

Faculty Representative:

Dr. Kathleen McBride, Program
Director, Medical Technology

Student Representative:

Mr. Paul Mabry, Chairman
School of Allied Health Sciences
Student RepresentativesSan Antonio Health Science Center

President Harrison introduced:

Faculty Representative:

Marvin R. Dunn, M.D., Dean
San Antonio Medical School

Student Representative:

Ms. Leah Mabry, Third Year
Medical StudentUniversity Cancer Center

President LeMaistre introduced:

Faculty Representative:

Gerald D. Dodd, M.D., Professor
of Radiology

Student Representative:

C. E. Huffman, M.D., Resident
in Diagnostic RadiologyTyler Health Center

Director Hurst introduced:

Faculty Representative:

James R. Lowell, M.D., Chief of
General Medicine

Following the introductions, Chairman Williams welcomed the guests in these words: "We are pleased to have each of you, especially those who are here for the first time, and invite you to come back whenever you can."

Gutenberg Bible
U. T. AUSTIN: PRESENTATION OF DR. DECHERD TURNER, DIRECTOR, HUMANITIES RESEARCH CENTER. --Chairman Williams recognized Dr. Decherd Turner, Director of the Humanities Research Center at The University of Texas at Austin, and stated that he had asked Dr. Turner to present some of his views about the Humanities Research Center and the real meaning of the ownership of the Gutenberg Bible to the Humanities Research Center and The University of Texas at Austin and The University of Texas System.

Dr. Turner opened his remarks by stating that he had the most delightful job in the world and then directed most of his comments to the printing of the Gutenberg Bible and the importance of the duplicating process that evolved therefrom. Throughout his presentation, he emphasized the great revolutions the Gutenberg Bible had brought about and indicated that he is working with what Dr. Harry H. Ransom started and is trying to carry on in the same spirit.

At the conclusion of Dr. Turner's remarks, Chairman Williams thanked him for coming to the meeting and expressed the Board's deep appreciation for his leadership and planning which will make the Humanities Research Center have the recognition and wide use that we have all dreamed that it would have.

RECESS FOR COMMITTEE MEETINGS AND EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE.--The Board recessed for meetings of the Standing Committees.

At 10:50 a. m. when the Committee of the Whole completed its Open Session, Chairman Williams announced that the Board would retire to the Regents' Committee Room to continue with the business of the Committee of the Whole in Executive Session which had not been completed at the Thursday afternoon (December 11) session of the Committee.

RECONVENE.--Following the committee meetings (12:00 noon), the Board reconvened.

Chairman Williams called for reports of the committees.

REPORTS OF STANDING COMMITTEES

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 6 - 15).--The following report of the System Administration Committee was submitted by Committee Chairman Sterling. He stated that the recommendations had been approved in open session and moved the adoption of the report. The report was adopted without objection.

Report

The System Administration Committee in open session this morning approved after discussion but without objection the following recommendations of the administration and submits them in this report to the Board of Regents for formal approval:

1. Board of Regents: Authorization to (a) Issue and Sell Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Revenue Bonds, Series 1981, in the Amount of \$5,750,000; (b) Appoint McCall, Parkhurst and Horton Bond Counsel and Russ Securities Bond Consultant; (c) Advertise for Bids for Bonds, Paying Agency and Printing; and (d) Establish Account to Pay Fees of Bond Counsel, Bond Consultant, Printing of the Bonds and Other Miscellaneous Costs (I-CW-81).--It is recommended by President Flawn and Chancellor Walker that approval be given to:
 - a. Issue and sell Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Revenue Bonds, Series 1981, in the amount of \$5,750,000 for the purpose of the first phase construction of married student housing at U. T. Austin
 - b. Appoint the firm of McCall, Parkhurst and Horton as Bond Counsel and the firm of Russ Securities as Bond Consultant

1000
ALL THE
DOCUMENT
REMARKS

- c. Authorize the Office of Investments and Trusts to take competitive bids for the bonds, paying agency and printing of the bonds with bids submitted to the Board of Regents at a subsequent meeting
- d. Establish an account at U. T. Austin in the approximate amount of \$50,000 from bond proceeds to pay fees for the Bond Counsel, Bond Consultant, printing of the bonds and other miscellaneous costs

See Page 3 .

2. U. T. Arlington: Acceptance of Gift of Stock in Tandy Corporation from Mr. and Mrs. James L. West of Fort Worth, Texas; Appointment of Mr. J. A. Ecker of Rotan Mosle, Inc., as Agent to Receive the Stock; and Establishment of the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship in the College of Business Administration (2-L&I-81). -- It is recommended by President Nedderman and Chancellor Walker that approval be given to accept a gift of 12,500 shares of stock in Tandy Corporation from Mr. and Mrs. James L. West of Fort Worth, Texas, and to appoint Mr. J. A. Ecker of Rotan Mosle, Inc., as agent to receive these shares from the donors. It is further recommended that the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship in the College of Business Administration at The University of Texas at Arlington be established to be funded with the proceeds from the sale of this stock.

Mr. and Mrs. West have continually supported the programs of U. T. Arlington. The letter to Dr. Nedderman about this gift from Mr. and Mrs. West includes, in part, the following information:

"The Chair shall be named the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship.

"In filling the Chair the University will at all times select a person of the highest personal and professional character who will endeavor to preserve and defend the role of private business in the American free enterprise system.

"During our lifetime we shall be consulted with respect to the selection of the persons to fill the endowed Chair. After our deaths and during the existence of the James L. and Eunice West Charitable Trust, the trustees of such Trust shall be consulted with respect to the selection of the persons to fill the endowed Chair.

"This gift is irrevocable and under no circumstances, regardless of your noncompliance with our desires and purposes expressed herein, shall any of the Shares or their proceeds revert in us."

G+G
1000
RECEIVED
MARKS

Budgetary Amendments 1980-81

3. System Administration, U. T. Austin, U. T. Dallas, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Medical School and Houston Dental Branch), San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School) and University Cancer Center (M. D. Anderson): Amendments to 1980-81 Budget (4-B-81). --

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1980-81 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System Administration, Page 9
 The University of Texas at Austin, Pages 9 - 10
 The University of Texas at Dallas, Page 11
 The University of Texas Medical Branch at Galveston (Galveston Medical School), Page 12
 The University of Texas Health Science Center at Houston (Houston Medical School and Houston Dental Branch), Pages 12-13
 The University of Texas Health Science Center at San Antonio (San Antonio Medical School and San Antonio Dental School), Pages 13-15
 The University of Texas System Cancer Center (M. D. Anderson), Page 15

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

4
 DOCUMENT
 STAMPS

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1980-81 BUDGET

| Item No. | Explanation | Present Status | Proposed Status | Effective Dates |
|----------|--|--|--|-----------------|
| 2. | Available University Fund - Transfer of Funds | From: Available University Fund - Allocation for Operations and Capital Improvements | To: Available University Fund - Academic and Research Development Projects \$ 550,000 Repair and Rehabilitation Projects 540,000 | 10-1-80 |
| | Amount of Transfer | <u>\$1,090,000</u> | <u>\$1,090,000</u> | |

THE UNIVERSITY OF TEXAS AT AUSTIN

1980-81 BUDGET

| Item No. | Explanation | Present Status | Proposed Status | Effective Dates |
|----------|--|--|--|-----------------|
| 136. | Office of the Vice President for Business Affairs James S. Wilson Salary Rate | Assistant to the Vice President for Business Affairs \$ 22,500 | Assistant to the Vice President for Business Affairs \$ 25,000 | 10-1-80 |
| 137. | Office of the Vice President for Academic Affairs Patricia A. Ohlendorf Salary Rate | Assistant to the Vice President for Academic Affairs \$ 20,500 | Assistant to the Vice President for Academic Affairs \$ 25,000 | 10-1-80 |

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

1980-81 BUDGET

| Item No. | Explanation | Present Status | Proposed Status | Effective Dates |
|----------|--|--|---|-----------------|
| 138. | Zoology Claude Desjardins (Tenure) Academic Rate | Professor \$ 31,600 | Professor \$ 36,000 | 10-1-80 |
| 139. | Civil Engineering and Center for Transportation Research Christopher S. Noble Academic Rate | Assistant Professor and Research Engineer (Faculty) \$ 16,000 (1979-80) | Assistant Professor and Research Engineer (Faculty) \$ 20,000 | 9-1-80 |
| | Source of Funds: Faculty Salaries and Government Contract Funds | | | |
| 140. | Physical Plant - Office of Superintendent of Utilities Saleem Tawil Salary Rate Source of Funds: Utilities Plant Revolving Fund | Communications Engineer \$ 29,040 | Communications Engineer \$ 35,484 | 10-1-80 |
| 141. | Applied Research Laboratories James R. Clynch Salary Rate Source of Funds: Government Contract Funds - Payroll Clearing Account | Research Scientist Associate IV \$ 28,080 | Research Scientist Associate IV \$ 31,044 | 10-1-80 |

THE UNIVERSITY OF TEXAS AT DALLAS

1980-81 BUDGET

| Item No. | Explanation | Present Status | Proposed Status | Effective Dates |
|----------|-------------------------------------|---|--|-----------------|
| 6. | Callier Center Transfer of Funds | From: Unappropriated Balance via Estimated Income (Callier Center) | To: Callier Center - Speech Pathology - Classified Salaries \$ 6,020 Educational Programs - Administrative and Professional Salaries 47,626 Deaf-Blind Program - Administrative and Professional Salaries 25,399 - Classified Salaries 15,372 <u>\$ 94,417</u> | 10-1-80 |
| | Amount of Transfer | <u>\$ 94,417</u> | | |

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | | Effective Dates | | |
|---------------------------------|---|----------------|--------|-------------------|-------------------------|-----------------|-----------|-------------------|-------------------------|-----------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | Total Com- pensation | | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| <u>Galveston Medical School</u> | | | | | | | | | | | | |
| 2. | Harvey S. Levin (Tenure) Surgery Associate Professor Source of Funds: Departmental Salaries and MSRDP Funds | \$ 31,322 | \$ --- | \$ 31,322 | \$ 9,678 | \$ 41,000 | \$ 35,000 | \$ 5,000 | \$ 40,000 | \$ 10,000 | \$ 50,000 | 10-1-80 |
| 3. | Marshall Z. Schwartz Surgery Assistant Professor Source of Funds: Departmental Salaries and MSRDP Funds | \$ 40,170 | \$ --- | \$ 40,170 | \$ 20,070 | \$ 60,240 | \$ 43,334 | \$ 8,966 | \$ 52,300 | \$ 12,700 | \$ 65,000 | 10-1-80 |

- 12 -

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | | Effective Dates | | |
|-------------------------------|--|----------------|--------|-------------------|-------------------------|-----------------|-----------|-------------------|-------------------------|-----------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | Total Com- pensation | | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| <u>Houston Medical School</u> | | | | | | | | | | | | |
| 11. | David J. Fisher Pediatrics Assistant Professor Source of Funds: MSRDP Funds | \$ 37,500 | \$ --- | \$ 37,500 | \$ 9,000 | \$ 46,500 | \$ 37,400 | \$ 6,600 | \$ 44,000 | \$ 6,000 | \$ 50,000 | 10-1-80 |

1329

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
(Continued)

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | Effective Dates | | | |
|---------------------------------|--|----------------|--------|-------------------|-------------------------|-----------------|-----------|-------------------|-----------------|-------------------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | | Total Com- pensation | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| Houston Medical School (Cont'd) | | | | | | | | | | | | |
| 12. | David Beesinger Surgery - General Assistant Professor Source of Funds: Departmental Salaries and MSRDP Funds | \$ 43,000 | \$ --- | \$ 43,000 | \$ 15,000 | \$ 58,000 | \$ 44,951 | \$ 11,949 | \$ 56,900 | \$ 5,000 | \$ 61,900 | 10-1-80 |
| Houston Dental Branch | | | | | | | | | | | | |
| 13. | Hal J. Board (Tenure) General Practice Associate Professor Source of Funds: Departmental Salaries | \$ 38,200 | \$ --- | \$ 38,200 | \$ --- | \$ 38,200 | \$ 41,200 | \$ --- | \$ 41,200 | \$ --- | \$ 41,200 | 10-1-80 |

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | Effective Dates | | | |
|----------------------------|---|----------------|-----------|-------------------|-------------------------|-----------------|--------|-------------------|-----------------|-------------------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | | Total Com- pensation | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| San Antonio Medical School | | | | | | | | | | | | |
| 1. | Thomas F. Newcomb Medicine Professor Source of Funds: VA Medical Center and MSRDP Funds | \$ --- | \$ 60,312 | \$ 60,312 | \$ 7,300 | \$ 67,612 | \$ --- | \$ 60,312 | \$ 60,312 | \$ 12,688 | \$ 73,000 | 10-1-80 |

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | | Effective Dates | | |
|-------------------------------------|---|----------------|-----------|-------------------|-------------------------|-----------------|-----------|-------------------|-------------------------|-----------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | Total Com- pensation | | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| San Antonio Medical School (Cont'd) | | | | | | | | | | | | |
| 2. | Richard W. Osgood Medicine Special Research Coordinator Source of Funds: Department of Health and Human Services Grant | \$ --- | \$ 28,400 | \$ 28,400 | \$ --- | \$ 28,400 | \$ --- | \$ 33,000 | \$ 33,000 | \$ --- | \$ 33,000 | 10-1-80 |
| 3. | Robert W. Huff (Tenure) Obstetrics and Gynecology Associate Professor and Deputy Chairman Source of Funds: MSRDP Funds | \$ 52,000 | \$ --- | \$ 52,000 | \$ 15,000 | \$ 67,000 | \$ 52,000 | \$ 4,500 | \$ 56,500 | \$ 14,100 | \$ 70,600 | 10-1-80 |
| 4. | Robert H. Hayashi (Tenure) Obstetrics and Gynecology Associate Professor Source of Funds: MSRDP Funds | \$ 43,000 | \$ --- | \$ 43,000 | \$ 12,000 | \$ 45,000 | \$ 43,000 | \$ 3,880 | \$ 46,880 | \$ 11,720 | \$ 58,600 | 10-1-80 |
| 5. | Juan J. Trevino Family Practice Residency Training Program Assistant Professor Source of Funds: MSRDP Funds | \$ 45,100 | \$ --- | \$ 45,100 | \$ --- | \$ 45,100 | \$ 45,100 | \$ --- | \$ 45,100 | \$ 9,900 | \$ 55,000 | 10-1-80 |

14

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
(Continued)

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | Effective Dates | | | |
|----------------------------------|--|----------------|----------|-------------------|-------------------------|-----------------|-----------|-------------------|-----------------|-------------------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | | Total Com- pensation | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| <u>San Antonio Dental School</u> | | | | | | | | | | | | |
| 6. | William D. McDavid Dental Diagnostic Sciences Assistant Professor Source of Funds: Departmental Salaries and Private Grant | \$ 22,610 | \$ 3,990 | \$ 26,600 | \$ --- | \$ 26,600 | \$ 26,010 | \$ 4,590 | \$ 30,600 | \$ --- | \$ 30,600 | 10-1-80 |

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

| 1980-81 BUDGET | | PRESENT STATUS | | | | PROPOSED STATUS | | | Effective Dates | | | |
|-----------------------|---|----------------|-----------|-------------------|-------------------------|-----------------|--------|-------------------|-----------------|-------------------------|-----------|---------|
| Item No. | Explanation | Salary Rate | | Augmen- tation | Total Com- pensation | Salary Rate | | Augmen- tation | | Total Com- pensation | | |
| | | State | Other | Total | | State | Other | Total | | | | |
| <u>M. D. Anderson</u> | | | | | | | | | | | | |
| 2. | Victor Otte Clinical Physics Assistant Physicist and Assistant Professor of Biophysics Source of Funds: Department of Health and Human Services Grants | \$ --- | \$ 32,400 | \$ 32,400 | \$ --- | \$ 32,400 | \$ --- | \$ 40,000 | \$ 40,000 | \$ --- | \$ 40,000 | 10-1-80 |
| 3. | Relda M. Cailleau Experimental Medicine Research Associate (1/3T) Source of Funds: Current Restricted Funds (Various Donors) | \$ 23,500 | \$ --- | \$ 23,500 | \$ --- | \$ 23,500 | \$ --- | \$ 27,000 | \$ 27,000 | \$ --- | \$ 27,000 | 10-1-80 |

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 16-28). -- Committee Chairman (Mrs.) Blumberg stated that all matters of the Academic and Developmental Affairs Committee were considered in open session and the recommendations had been approved without objection unless otherwise indicated. She filed the following report. There being no objection, the report was adopted:

Report

1. U. T. System: Docket No. 14 of the Chancellor of the System (Attachment No. 1) (Catalog Change). -- Committee Chairman Blumberg reported that no exception had been received to Docket No. 14 of the Chancellor of the System. At the meeting no objections were offered during the consideration of the Docket, and the Docket was unanimously approved in the form distributed by the Secretary. It is attached (Attachment No. 1) following Page 114 and made a part of these Minutes.

FILE NO. 0
DOCUMENT
REMARKS

It was expressly authorized that any contracts or other documents or instruments approved therein had been or shall be executed by the appropriate officials of the respective institution involved.

It was ordered that any item included in the Docket that normally is published in the institutional catalogs be reflected in the next appropriate catalog published by the respective institution.

2. U. T. System: Model Affiliation Agreement for Educational Experiences in Non-Health Related Programs (Approved by the Board of Regents on October 24, 1980 -- Reported for the Record). -- The model affiliation agreement for educational experiences in non-health related programs as set out on Pages 16-21 was approved by the Board of Regents on October 24, 1980 and is herewith reported for the record.

FILE NO. 400
DOCUMENT
REMARKS

UTS Form No. 100-C

EDUCATIONAL EXPERIENCE PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 19 ____, by and between the _____ ("University"), a component institution of The University of Texas System, ("System"), and _____ ("Facility"), a _____ having its principal office at _____, State of _____.

WITNESSETH:

WHEREAS, Facility now operates _____ facilities located at _____, in the City of _____,

State of _____, and therein provides _____ services for persons in need of such services; and University provides an academic program with respect to _____; and,

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

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

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

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the Chancellor of The University of Texas System.
2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided

in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

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

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the Chancellor of The University of Texas System.

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

- (a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
- (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
- (c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's approval or

disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

6. University hereby agrees:

- (a) To furnish Facility with the names of the students assigned by University to participate in the program.
- (b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, and (2) who have entered into a written agreement with University and Facility that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Facility.
- (c) To designate a member of the University faculty to coordinate with Facility through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Facility in writing the name of such faculty member.

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

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

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas System, or any of its component institutions, (including, but not limited to University), either before

or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

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

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

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

ATTEST:

(Title)

ATTEST:

(Title)

UNIVERSITY

By _____
President

FACILITY

By _____
(Title)

FORM APPROVED:

CONTENT APPROVED:

General Counsel of the System

Vice Chancellor for _____ Affairs

Chancellor

CERTIFICATE OF APPROVAL

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

Secretary, Board of Regents
The University of Texas System

FEES STUDENT SERVICES

- 3. U. T. Arlington: Increase in Student Services Fee (Optional) for the Purchase of The Reveille, the University Yearbook, Effective September 1, 1981 (Catalog Change). -- Based upon increased costs in production and paper and without objection, the Student Services Fee (Optional) for the purchase of The Reveille, The University of Texas at Arlington yearbook, was increased from \$12 to \$15 effective September 1, 1981. The State Comptroller's Office has ruled that the sale of the yearbook is subject to State sales tax. Of this fee, \$.71 will be used for the State sales tax and \$14.29 for the cost of the yearbook.

10
AR

It was ordered that the next catalog published at U. T. Arlington be amended to reflect this increase.

- 4. U. T. Austin: Authorization to Amend Student Services Fee (Optional) to Include \$1 Per Student Registration Fee Beginning with Pre-registration for the Fall Semester 1981 and Concluding with the Spring Semester 1984 to Support Student Endowed Centennial Fellows. -- Without objection, authorization was granted to amend the Student Services Fee (Optional) at The University of Texas at Austin by adding a \$1 per student registration fee beginning with the pre-registration procedure for the Fall Semester 1981 and concluding with the Spring Semester 1984 (the University's Centennial period) for the purpose of establishing an endowment fund to support Student Endowed Centennial Fellows.

(2)

11

It was pointed out that a group of U. T. Austin student leaders initiated the plan to establish an endowed fund to support Student Endowed Centennial Fellows and this program would introduce students to a wide range of issues through access to persons who have attained distinction in their chosen discipline or profession. Centennial Fellows would be on the campus for varying periods of time and would be involved in a variety of activities, including presentation of lectures, participation in appropriate classes and seminars, and interaction with students and faculty in informal settings.

Fine Arts, College of

5. U. T. Austin: Approval of Special Private Fund Development Campaign for the College of Fine Arts (Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44) and Naming of Facilities as a Part Thereof (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1). -- In accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44, approval was given to a special private fund development campaign for an endowment fund for the College of Fine Arts at The University of Texas at Austin and to the naming of facilities other than buildings as a part thereof pursuant to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.

11
B

It is anticipated that the campaign could increase the endowment of the College of Fine Arts by \$4 million with the endowment income to be dedicated to the enhancement of academic programs in the College.

Law School

6. U. T. Austin: Approval of Special Private Fund Development Campaign for the School of Law (Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44) and Naming of Facilities as a Part Thereof (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1). -- Without objection and in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2, Subsection 2.44, the Academic and Developmental Affairs Committee approved a special private fund development campaign to be conducted by The University of Texas Law School Foundation (an external foundation) in coordination with the U. T. Austin Development Board on behalf of the School of Law at The University of Texas at Austin. Further, the Committee approved in principle the naming of rooms and facilities in the Law School pursuant to Section 1 of Chapter VIII of Part One of the Regents' Rules and Regulations.

11
B

It was noted that most of the funds raised by the campaign will be used to increase the endowment funds of the Foundation.

7. U. T. Austin: Appointment of Dr. Jorge Balán to Edward Larocque Tinker Chair as Visiting Professor in Latin American Studies for the Fall Semester 1981. -- Unanimous approval was given to appoint Dr. Jorge Balán to the Edward Larocque Tinker Chair as Visiting Professor in Latin American Studies at The University of Texas at Austin for the Fall Semester 1981 in accordance with the provisions of this endowment. This appointment has the support of the Tinker Selection Committee.

1000

8. U. T. Austin (McDonald Observatory): Approval in Principle of the Development of Plans for a 300-Inch Telescope and Authorization to Seek Funds for this Project. -- Following some introductory remarks by President Flawn and Dr. Harlan Smith, Director of McDonald Observatory, and a discussion as to the cost of the ground based and satellite telescopes, the Academic and Developmental Affairs Committee approved in principle the development of plans for a 300-inch telescope at The University of Texas at Austin McDonald Observatory at Mount Locke and authorized McDonald Observatory and U. T. Austin to seek funding for this project.

FILE NO. 11
DOCUMENT
REMARKS

9. U. T. Austin: Nominee for Membership on the College of Business Administration Foundation Advisory Council. --A nominee for membership on The University of Texas at Austin College of Business Administration Foundation Advisory Council for a term expiring in 1981 was approved without objection. The name of the nominee will be reported for the record after he has been contacted and his acceptance has been received.

FILE NO. 11
DOCUMENT
REMARKS

10. U. T. Austin - (a) College of Communication Foundation, (b) College of Fine Arts Foundation, and (c) College of Liberal Arts Foundation Advisory Councils: Acceptance of Membership. --On September 5, 1980, nominees were approved for membership on the College of Communication Foundation Advisory Council, College of Fine Arts Foundation Advisory Council, and College of Liberal Arts Foundation Advisory Council at The University of Texas at Austin. Their acceptances of membership are herewith reported for the record:

(3)
FILE NO.
DOCUMENT
REMARKS

| | <u>Term Expires</u> |
|---|---------------------|
| a. College of Communication Foundation Advisory Council | |
| Mr. Fred V. Barbee, Jr., El Campo | 1981 |
| Mr. Bill Moyers, New York, New York | 1983 |
| Mr. John A. Rector, Dallas | 1983 |
| b. College of Fine Arts Foundation Advisory Council | |
| Mrs. Gail Potts Williamson, Fort Worth | 1982 |
| c. College of Liberal Arts Foundation Advisory Council | |
| Mr. Robert J. Robertson, Beaumont | 1983 |

11. U. T. Austin: Approval to Increase Membership of College of Fine Arts Foundation Advisory Council and to Establish an Art Museum Committee Within the Council. --Since the pending project to construct a new Art Museum at The University of Texas at Austin suggests a need to expand the membership of the College of Fine Arts Foundation Advisory Council to add breadth and depth in the museum area, approval was given without objection to increase the membership of the College of Fine Arts Foundation Advisory Council from 30 to 35 and to establish an Art Museum Committee from the membership of this Advisory Council.

200
11
FILE NO.
DOCUMENT
REMARKS

12. U. T. Dallas - Development Board: Acceptance of Membership. -- On May 30, 1980, Mrs. W. Lee Sinclair of Dallas was approved for membership on The University of Texas at Dallas Development Board for a term to expire on August 31, 1983. Mrs. Sinclair's acceptance of the membership is herewith reported for the record.

12
FILE NO.
DOCUMENT
REMARKS

13. U. T. Dallas: Designation of Official Colors and Theme and Mascot for Use in Athletic Activities (Regents' Rules and Regulations, Part Two, Chapter I, Subsections 10.2 and 10.4). --In accordance with Subsections 10.2 and 10.4 of Chapter I of Part Two of the Regents' Rules and Regulations, President Jordan and Chancellor Walker recommended that orange (Sherwin-Williams Kem Lustral Enamel #F65 E36), emerald green (Sherwin-Williams Kem Lustral Enamel #F65 G43) and white be designated the official colors and the Comets be designated the theme and mascot for use in athletic activities at The University of Texas at Dallas.

0
3
FILE NO.
DOCUMENT
REMARKS

U. T. Dallas is currently a member of the National Association of Intercollegiate Athletics and the National Collegiate Athletic Association with teams in men and women's tennis, men's baseball, and women's softball.

It was noted that a student/faculty committee at U. T. Dallas participated in the mascot and theme name selection process and student body input was also solicited through the use of ballots in the U. T. Dallas student newspaper.

This recommendation was approved without objection.

14. U. T. Dallas: Appointments to the Board of Directors of The Aerospace Heritage Foundation, Inc., and Approval to Amend Bylaws to Increase Membership of the Board of Directors. -- Since The Aerospace Heritage Foundation, Inc., is an internal corporation as defined in the Regents' Rules and Regulations, Part One, Chapter VII, Section 6 and the Board of Regents is authorized to appoint the Board of Directors and approve amendments to the Bylaws, unanimous approval was given to:

- a. Appoint Mr. R. V. Carlton and Mr. Henry Stuart, both from Dallas, to the Board of Directors of The Aerospace Heritage Foundation, Inc., to fill vacancies caused by the resignation of Mr. James L. Crowson and Mr. James E. Lockart
- b. Amend Article II, Section 2 of the Bylaws of The Aerospace Heritage Foundation, Inc., to increase the authorized membership of the Board of Directors from five to eleven with recommendations to fill these vacancies to be made at a future date

FILE NO. 12
DOCUMENT
REMARKS

15. U. T. Dallas: Nominee for Membership on the Advisory Council for the Callier Center for Communication Disorders. -- A nominee for membership on the Advisory Council for the Callier Center for Communication Disorders of The University of Texas at Dallas for a term expiring in 1981 was approved without objection. The name of the nominee will be reported for the record after he has been contacted and his acceptance has been received.

16. U. T. El Paso: Affiliation Agreement with Barbara Montoya d/b/a Montoya Productions, El Paso, Texas. -- Unanimous approval was given to the affiliation agreement by and between The University of Texas at El Paso and Barbara Montoya d/b/a Montoya Productions, El Paso, Texas. The agreement, executed by the appropriate officials of the institution and facility on October 31, 1980 to be effective upon approval by the Board of Regents, will provide educational experiences for students in the mass communications program at U. T. El Paso.

FILE NO. 12
DOCUMENT
REMARKS

FILE NO. 40
DOCUMENT
REMARKS

This agreement follows the format for affiliation agreements approved by the Board of Regents on October 24, 1980.

Air Force ROTC

17. U. T. El Paso: Agreement with New Mexico State University and the Commandant, Air Force ROTC, El Paso, Texas (Extension of Air Force ROTC Program). --Without objection, approval was given to the agreement set out on Pages 25-27 by and among The University of Texas at El Paso, New Mexico State University, and the Commandant, Air Force ROTC, El Paso, Texas, for the purpose of establishing an extension of New Mexico State University's Air Force ROTC program on the U. T. El Paso campus. This agreement will provide qualified students at U. T. El Paso an opportunity to participate in Air Force ROTC and to receive a reserve commission upon graduation and completion of the program.

40c
 FILE NO.
 DOCUMENT ✓
 7/1/55

CROSS-TOWN AGREEMENT TO EXTEND AFROTC INSTRUCTION
 TO STUDENTS AT THE UNIVERSITY OF TEXAS AT EL PASO

This agreement is between New Mexico State University (NMSU) which hosts Air Force ROTC Detachment 505, The University of Texas at El Paso (UTEP) which does not host an AFROTC unit, and the Commandant, Air Force ROTC. The purpose of this agreement is to make the Air Force ROTC General Military Course and the Professional Officer Course available to qualified UTEP students who desire to earn appointments as commissioned officers in the United States Air Force.

AGREEMENT

1. The Commandant, Air Force ROTC, will:
 - a. Provide AFROTC instruction in the General Military Course and the Professional Officer Course to qualified and selected UTEP applicants. Air Force ROTC instruction will be provided UTEP students on the UTEP campus by personnel from the NMSU Aerospace Studies Department.
 - b. Enroll qualified UTEP students who are selected for the General Military Course and/or the Professional Officer Course as members of the Air Force ROTC Detachment 505 hosted by NMSU.
 - c. Provide uniforms, in accordance with the existing contract agreement between NMSU and the Secretary of the Air Force, to NMSU for all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC Detachment 505.
 - d. Provide subsistence allowance, in accordance with existing policies, to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC Detachment 505.
 - e. Provide tuition and fees, in accordance with existing policies to NMSU for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC Detachment 505. See paragraph 4 of this agreement concerning transfer of UTEP AFROTC scholarship tuition and fees from NMSU to UTEP.
2. New Mexico State University will:
 - a. Furnish necessary uniforms and accessories to all enrolled members of the Air Force ROTC Detachment 505 which it hosts.
 - b. Report estimated and actual costs of tuition and fees for each fiscal year to Air Force ROTC Detachment 505. This report will be the basis for funding obligations for each fiscal year.
3. The University of Texas at El Paso will:
 - a. Include in appropriate publications announcement of the Aerospace Studies courses of Air Force ROTC available to its students.

b. Grant appropriate academic credit applicable toward graduation for the successful completion of courses offered at UTEP by the NMSU Aerospace Studies Department.

c. Provide adequate classroom and related administrative facilities to support the Aerospace Studies instruction of UTEP students on the UTEP campus by personnel from the NMSU Aerospace Studies Department.

4. The following procedures concerning UTEP AFROTC scholarship student tuition and fees will apply:

a. Prior to the fall and spring semester registration the NMSU Aerospace Studies Department will provide the NMSU and UTEP business offices a list of UTEP students who are designated to receive AFROTC scholarship entitlements for that semester.

b. Upon completion of registration the UTEP business office will furnish the NMSU Aerospace Studies Department a synopsis of all tuition and lab fee expenses incurred by each UTEP AFROTC scholarship student.

c. The NMSU Aerospace Studies Department will verify expenses covered by the AFROTC scholarship and forward expenses to the NMSU business office. The NMSU business office will arrange reimbursement through the existing NMSU and Department of the Air Force education services agreement. In instances where certain fees are not covered by AFROTC scholarship, the NMSU Aerospace Studies Department will notify the UTEP business office so that UTEP can collect expenses from the student.

d. When NMSU receives UTEP scholarship funds from the Air Force, NMSU will transfer funds to the UTEP business office.

5. The University of Texas at El Paso affirms that:

a. It is accredited to award baccalaureate degrees by the following regional association: Southern Association of Colleges and Schools

b. Its administration has signed a U.S. Office of Education Assurance of Compliance with Title VI of the Civil Rights Act of 1964

6. All parties agree that:

a. This agreement becomes effective 2 September 1980.

b. This agreement supersedes all previous agreements.

c. A formal evaluation of the UTEP Nonhost AFROTC program will be conducted in the early spring of 1982 in order to determine whether the program should continue as it is at that time, be modified, or be cancelled.

d. This agreement may be terminated at the end of any school year by any of the parties hereto by giving one year's notice of such intent to both other parties.

FOR THE INSTITUTIONS

New Mexico State University

(NAME) Ernest W. Thomas
(TITLE) President

The University of Texas at El Paso

(NAME) Haskell Monroe
(TITLE) President SEP 16 1980

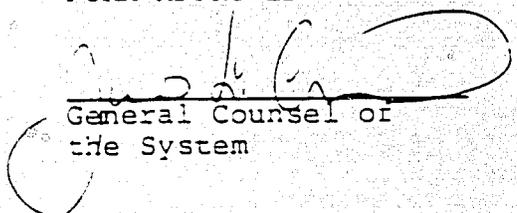
FOR AIR FORCE ROTC

(NAME) William H. Wilson
Professor of Aerospace Studies
Detachment 505

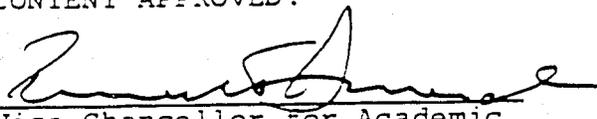
FOR THE COMMANDANT, AIR FORCE ROTC

(NAME) Chris H. Wilson
(TITLE) Commandant, West Area AFROTC

FORM APPROVED:


 General Counsel of
 the System

CONTENT APPROVED:


 Vice Chancellor for Academic
 Affairs

ATTEST:


 Chancellor

Secretary, Board of
 Regents of The
 University of Texas System

Chairman, Board of Regents
 The University of Texas System

18. U. T. El Paso: Authorization to Seek Permission from Coordinating Board to Establish a Certification Program in Vocational Office Education (Catalog Change). -- Approval was given without objection to seek permission from the Coordinating Board, Texas College and University System to establish a certification program in Vocational Office Education at The University of Texas at El Paso. The program, which was requested by the Texas Education Agency to provide in-service professional activities through specified teacher education certification courses, will not require any new facilities, faculty, or fiscal resources and it will be funded with federal funds through the Texas Education Agency.

If this program is approved by the Coordinating Board, the next appropriate catalog published at U. T. El Paso will be so amended.

19. U. T. Tyler: Establishment of Development Board and Approval of Initial Nominees Thereto (Regents' Rules and Regulations, Part One, Chapter VII, Subsection 2.1). -- In accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Subsection 2.1, The University of Texas at Tyler Development Board was established and initial nominees thereto were approved. The names of the nominees will be reported for the record after they have been notified of their appointments and have accepted.
20. U. T. Tyler: Establishment of The President's Associates for Private Fund Development Purposes. -- Upon the recommendation of President Stewart and Chancellor Walker and without objection, authorization was given to establish "The President's Associates" for the purpose of helping in the private fund development program at The University of Texas at Tyler. Below is the plan for this organization:

The President's Associates
 of
The University of Texas at Tyler

- I. NAME: The President's Associates of The University of Texas at Tyler
- II. PURPOSE: To form an organization of concerned friends of The University of Texas at Tyler who can be recognized for their support of the president in the work of administering the university.

III. QUALIFICATIONS AND MEMBERSHIP:

- A. An annual unrestricted gift to The University of Texas at Tyler of \$500 or more.
- B. Membership may be held by an individual, jointly by husband and wife or by a foundation or corporation.
- C. A corporation gift matching an individual's gift will apply toward qualifying the individual for membership, but the matching gift will not apply toward qualifying a corporation for membership.
- D. Specified prepayments (e.g. \$1000 for two years or \$5,000 for ten years) will be accepted only if donor specifies the gift as "prepayments."

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 28 - 54). --
Committee Chairman Law stated that the Buildings and Grounds Committee completed all the items listed on the agenda on Thursday except consideration of the bid on Student Family Housing - Phase I-A at The University of Texas at Austin. This recommendation could not be presented until there was a report of the bids on the sale of the Married Student Housing Revenue Bonds.

U. T. Austin - Student Family Housing - Phase I-A: Report on Bidding; (a) Rejection of Bids; (b) Request for Project Architect to Review and Revise Final Plans to Reduce Costs and (c) Authorization to Re-Advertise for Construction Bids. --

As reported in the regular meeting this morning, no bids were received for the Married Student Housing Revenue Bonds due to the economic conditions that exist. Based on that fact, and upon the recommendation of President Flawn and Chancellor Walker, the Board:

- a. Rejected the bids received on November 26, 1980, for the construction of Student Family Housing Phase I-A at The University of Texas at Austin since the Married Student Housing Revenue Bonds were not sold
- b. Instructed the Project Architect Wilson Stoeltje Martin, Austin, Texas, to review the final plans and make all feasible changes to reduce construction costs
- c. Authorized the Office of Facilities Planning and Construction to re-advertise for bids when Bond Consultant advises that market conditions are such that it is feasible to sell bonds

See Page 3.

Committee Chairman Law filed the following report and indicated that all actions were taken upon recommendation of the respective chief administrative officer and the Chancellor and were approved without objection unless otherwise indicated:

Report

MAPS of Campuses

FILE NO. 207
DOCUMENT
REMARKS

Prior to the consideration of the items in the Buildings and Grounds Committee, Committee Chairman Law called attention to a new feature in the Material Supporting the Agenda. He pointed out that on the opposite page of each of the items a map depicting the campus of the various institutions had been inserted to show where the projects would be constructed. He

stated that the Board was indebted to Regent Blumberg for her idea and Secretary Thedford for her efforts in this endeavor and noted that the maps were very helpful.

1. U. T. System - Vineyard Field Warehouse (University Lands - Surface Interests, Leasing and Agricultural Projects): Inscription on Plaque. -- Unanimous approval was given to the following inscription for a plaque for the Vineyard Field Warehouse on University Lands at Bakersfield, Texas. This inscription follows the standard pattern approved by the Board on June 1, 1979:

VINEYARD FIELD WAREHOUSE

1980

BOARD OF REGENTS

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

E. D. Walker
 Chancellor, The University
 of Texas System
 Leroy Billy Carr
 Manager of University Lands
 Surface Interests

 Office of Facilities Planning
 and Construction
 Project Architect
 Basco Building Systems
 Contractor

FILE NO. 200
 DOCUMENT
 REMARKS

2. U. T. Arlington: Easements to Texas Electric Service Company for (a) Underground Electric Service to Student Housing Complex; and (b) Underground Electric Service to Cooper South Apartments. -- By separate motions the Buildings and Grounds Committee without objection granted two easements to Texas Electric Service Company:

- a. An underground electric service easement on property described as Block 3, Lots 1-12, Ritchie Haydon Addition, City of Arlington, Tarrant County, Texas, for new electric service to the Student Housing Complex under construction at 900 West Second Street at The University of Texas at Arlington. The document is set forth on Pages 30 - 32 .
- b. An underground electric service easement on property described as Lot 1, T. A. Keith Subdivision, City of Arlington and more particularly described in Volume 388-Q, Page 545, Plat Records Tarrant County, Texas, for new underground electric service to the Cooper South Apartments located at 402 South Cooper Street at The University of Texas at Arlington. The document is set forth on Pages 33 - 35 .

FILE NO. 400
 DOCUMENT
 REMARKS

EASEMENT FOR UNDERGROUND ELECTRICAL LINE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by TEXAS ELECTRIC SERVICE COMPANY (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground 10-foot wide easement for right-of-way for an electrical distribution system in Tarrant County, Texas, to-wit:

Lots 1 through 12, Block 3, RITCHIE HAYDON ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, which property is more particularly described in those certain deeds recorded in the following: Volume 5242, Page 471; Volume 5357, Page 833; Volume 5163, Page 885; Volume 5394, Page 353; Volume 5243, Page 367; Volume 5155, Page 187; Volume 5462, Page 128; Volume 5448, Page 727; Volume 5366, Page 323; Volume 5531, Page 57; Volume 5304, Page 657; and Volume 5266, Page 542, all of which are recorded in the Deed Records, Tarrant County, Texas, to which reference is hereby made.

The easement herein granted is more particularly described on Exhibit "A", which is attached hereto and made a part hereof.

Grantee, by the acceptance of this easement, agrees to construct its underground distribution system so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground electrical distribution system within said easement together with the right of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said distribution system.

TO HAVE AND TO HOLD the above-described easement and
rights unto said Grantee until said easements shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument
to be executed, this the _____ day of _____, A.D.,
1980.

ATTEST:

BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

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

By: _____
DAN C. WILLIAMS, Chairman

Approved as to Form:

Approved as to Content:

Lawrence Shivers Joe E. Burt

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally
appeared DAN C. WILLIAMS, Chairman of the Board of Regents of The
University of Texas System, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed, in the capacity stated, and as the act and deed
of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day
of _____, A.D., 1980.

Notary Public in and for
Dallas County, Texas

My commission expires:

NOTE: THIS AREA DESIGNATED AS EASEMENT FOR UTILIZATION OF ELECTRIC DISTRIBUTION AND IS NOT INTENDED TO BE ON, IN, OR UNDER ANY BUILDING.

WTA STUDENT HOUSING

KERRY

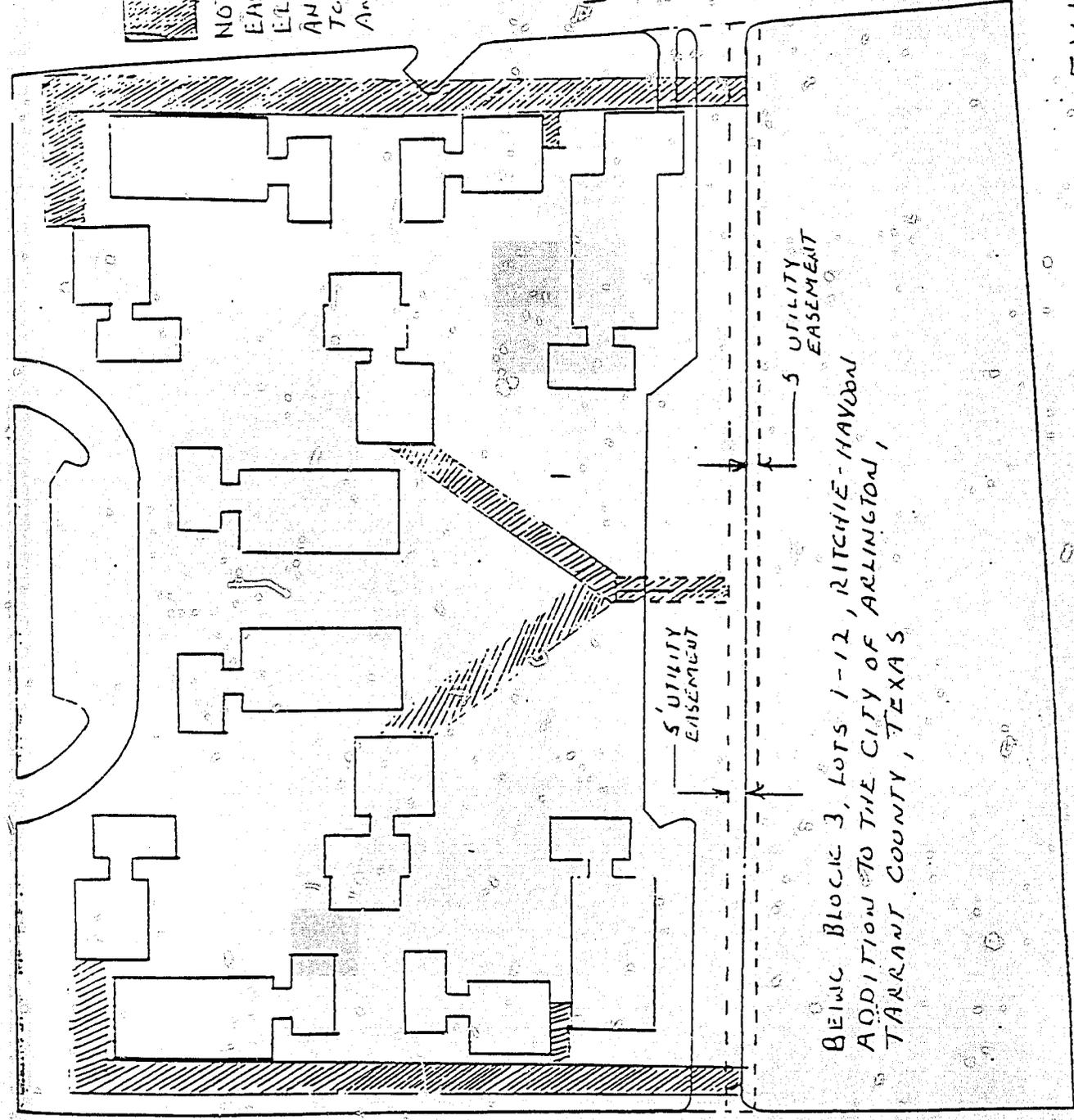


EXHIBIT A

SHADY LANE

EASEMENT FOR UNDERGROUND ELECTRICAL LINE

THE STATE OF TEXAS 5
 3 KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF TARRANT 5

THAT the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter referred to as "Grantor"), of Travis County, State of Texas, acting herein by and through its Chairman duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor (receipt and sufficiency of which are hereby acknowledged) in hand paid by TEXAS ELECTRIC SERVICE COMPANY (hereinafter referred to as "Grantee"), does by these presents GRANT, SELL, and CONVEY unto Grantee an underground 10-foot wide easement for right-of-way for an electrical distribution system in Tarrant County, Texas, to-wit:

Lot 1, T. A. Keith Subdivision, an Addition to the City of Arlington, Tarrant County, Texas, which property is more particularly described in that certain plat recorded in Volume 388-Q, Page 545, Plat Records, Tarrant County, Texas, to which reference is hereby made.

The centerline of the ten-foot wide underground easement herein granted is described as follows:

BEGINNING at a point in the East line of said Lot 1, said point being 55 feet South of its Northeast corner;

THENCE West 240 feet to a turning point;

THENCE South 30 feet to a point.

The easement herein granted is more particularly described on Exhibit "A", which is attached hereto and made a part hereof.

Grantee, by the acceptance of this easement, agrees to construct its underground distribution system so as not to interfere with Grantor's use of the surface.

Grantee, or its agents, shall have the right to construct, repair, inspect, and maintain its underground electrical distribution system within said easement together with the right

of ingress and egress for the purpose of constructing, repairing, inspecting, and maintaining said distribution system.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee until said easement shall be abandoned.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed, this the _____ day of _____, A.D., 1980.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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

By: DAN C. WILLIAMS, Chairman

Approved as to Form:

Approved as to Content:

James A. Shriver
University Attorney

Joe [Signature]

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared DAN C. WILLIAMS, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D., 1980.

Notary Public in and for Dallas County, Texas

My commission expires:

U.T.A. HOUSING

205P115

SHEET NO. 1 OF 1

DATE SET

ANCHORS STAKED

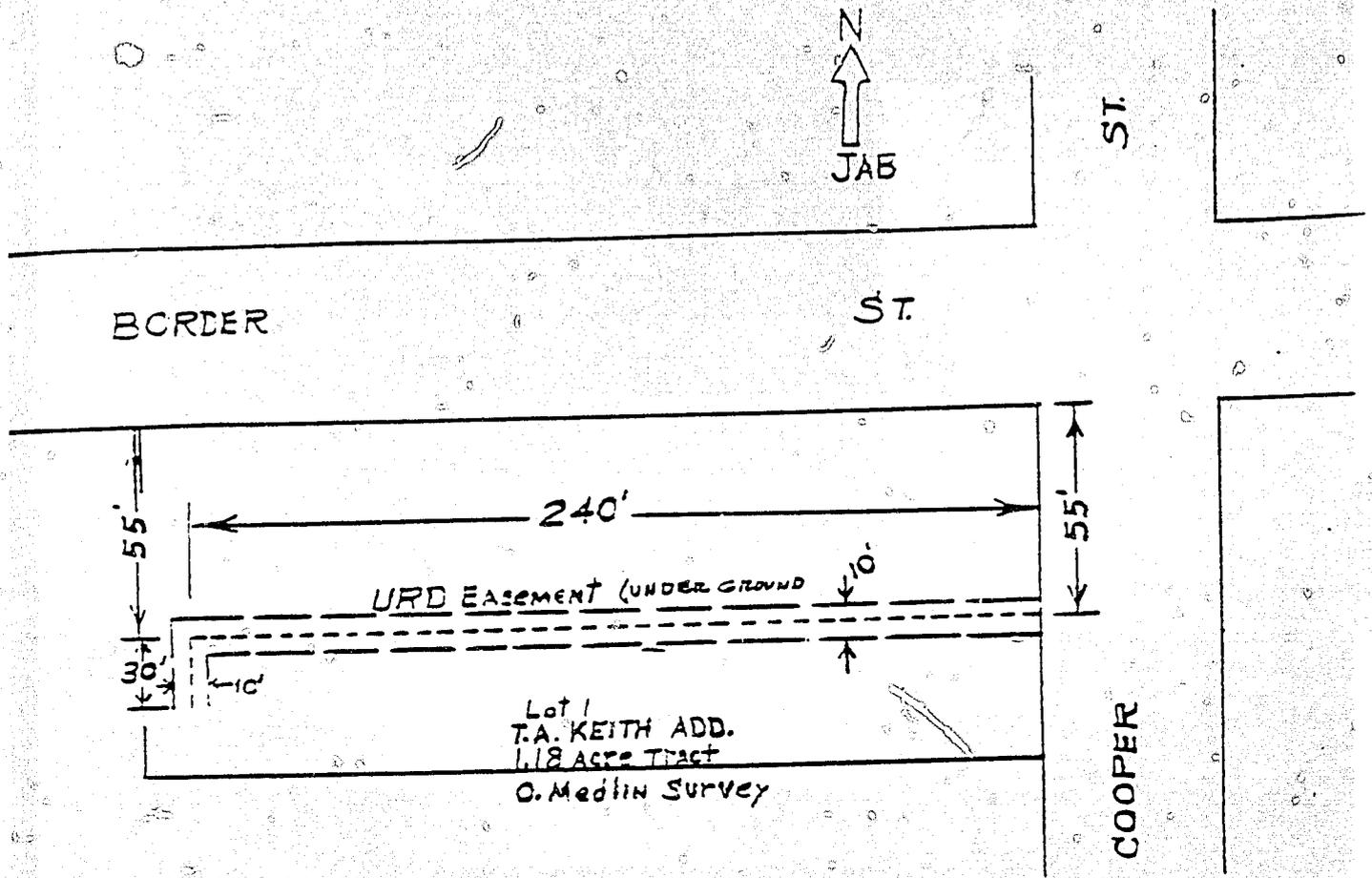


EXHIBIT "A"

APPROVED BY: _____ TITLE: _____
 DATE: _____

- 3. U. T. Austin - Athletic Facilities South of Memorial Stadium (Football Support Facilities, Open Public Concourse and Tennis Center): Authorization for Feasibility Study, Appointment of O'Connell, Probst, Zelsman & Grobe, Inc., Austin, Texas, Consulting Architect and Appropriation Therefor. --In the discussion of the Athletic Facilities South of Memorial Stadium (including football support facilities, an open public concourse to join the east and west sides of the stadium at the south end and a new tennis center) at The University of Texas at Austin, Regent Blumberg asked that they consider whether these facilities will have a tendency to cut the breeze off the playing field. However, President Flawn did indicate that it would not be a tall structure.

200
DOCUMENT

After more detailed discussion and without objection, the Buildings and Grounds Committee:

- a. Authorized a feasibility study for athletic facilities south of Memorial Stadium
- b. Appropriated \$20,000 from Funds of the Intercollegiate Athletics Council for Men for the feasibility study including fees and related expenses

Upon motion of Regent Blumberg, duly seconded, unanimous approval was given to appoint the firm of O'Connell, Probst, Zelsman & Grobe, Inc., Austin, Texas, Consulting Architect to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing a feasibility study and cost estimate with recommendations to be presented at a future meeting for consideration by the Board.

- 4. U. T. Austin - Engineering Teaching Center II: Award of Contract to J. A. Jones Construction Company, Dallas, Texas, Additional Appropriation Therefor and Inscription on Plaque. --The Buildings and Grounds Committee reviewed the tabulation of bids and without objection:

200
DOCUMENT

- a. Awarded the construction contract for Engineering Teaching Center II at The University of Texas at Austin to the lowest responsible bidder, J. A. Jones Construction Company, Dallas, Texas, in the amount of the base bid of \$16,337,000
- b. Authorized a total project cost of \$24,927,576 to cover the construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses
- c. Appropriated additional funds in the amount of \$24,158,876 from Permanent University Fund Bond proceeds to provide for the total project cost (\$768,700 having been previously appropriated)
- d. Approved the inscription as set out below for the plaque to be placed on Engineering Teaching Center II (This

inscription follows the standard pattern approved by the Board on June 1, 1979.):

ENGINEERING TEACHING CENTER II

1980

BOARD OF REGENTS

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

E. D. Walker
Chancellor, The University
of Texas System
Peter T. Flawn
President, The University
of Texas at Austin

Page Southerland Page
Project Architect
J. A. Jones Construction Company
Contractor

Easement - Right-of-Way to City of Austin for Right Turn Lane

5. U. T. Austin - Renovation of Outdoor Sports Facilities (Whitaker Field East Segment): Right-of-Way Easement to City of Austin for Right Turn Lane. --Without objection, the Buildings and Grounds Committee granted a right-of-way easement of approximately 1147.41 square feet (before survey estimated at 1500 square feet) to the City of Austin to maintain a right turn lane from North Guadalupe Street onto West 51st Street adjacent to Whitaker Field at The University of Texas at Austin, Austin, Texas. This easement (Pages 38 - 39) will allow unobstructed shuttle bus traffic to the tennis center complex located on West 51st Street.

Guadalupe at 51st
200
402
DOCUMENT
REMARKS

It was understood that this easement will allow for maintenance of the right turn lane by the City of Austin after it is constructed by the University.

6. U. T. Austin (Marine Science Institute at Port Aransas) - Auditorium: Authorization for Feasibility Study, Appointment of Rapp-Fash-Sundin, Inc., Houston & Galveston, Texas, Consulting Architect and Appropriation Therefor. --The Buildings and Grounds Committee without objection:

- a. Authorized a feasibility study for the construction of an auditorium at the Marine Science Institute at Port Aransas of The University of Texas at Austin
- b. Appropriated \$10,000 from Interest on Construction Funds Time Deposits for the feasibility study including fees and related expenses

200
DOCUMENT
REMARKS

Upon motion of Regent Richards, duly seconded, the firm of Rapp-Fash-Sundin, Inc., Houston & Galveston, Texas, was appointed Consulting Architect to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing a feasibility study and cost estimate with recommendations to be presented at a future Board meeting.

STREET EASEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter referred to as "Grantor," of Travis County, Texas, acting herein by and through its Chairman, duly authorized, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by the CITY OF AUSTIN, Texas, a municipal corporation situated in Travis County, Texas, hereinafter referred to as "Grantee," receipt and sufficiency of which is hereby acknowledged, does by these presents GRANT, SELL, and CONVEY unto the CITY OF AUSTIN, Texas, an easement for street right-of-way purposes. The easement is described as follows, to-wit:

A parcel of land approximately 1147.41 square feet in area, same being out of and a part of a tract of land in the City of Austin, conveyed to the Board of Regents of The University of Texas System by deed recorded in Volume 3795, Page 2334 of the deed records of Travis County, Texas; the area of said parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a point at the north-westerly corner of the above described tract of land, said point also being the intersection of the south right-of-way line of West 51st Street and the east right-of-way line of Guadalupe Street;

THENCE along the West 51st Street south right-of-way line bearing S 61° 31' E a distance of 47.79 feet to a point;

THENCE along a line bearing S 74° 49' W a distance of 69.54 feet to a point of intersection with the east right-of-way line of Guadalupe Street;

THENCE along the Guadalupe Street east right-of-way line bearing N 31° 09' E a distance of 47.79 feet to the point of beginning. Attached hereto as Exhibit "A" is a schematic drawing of said easement.

TO HAVE AND TO HOLD the above-described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the CITY OF AUSTIN, Texas, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 1980.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: DAN C. WILLIAMS, Chairman

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

Approved as to Form:

Approved as to Content:

[Signature]
University Attorney

[Signature]

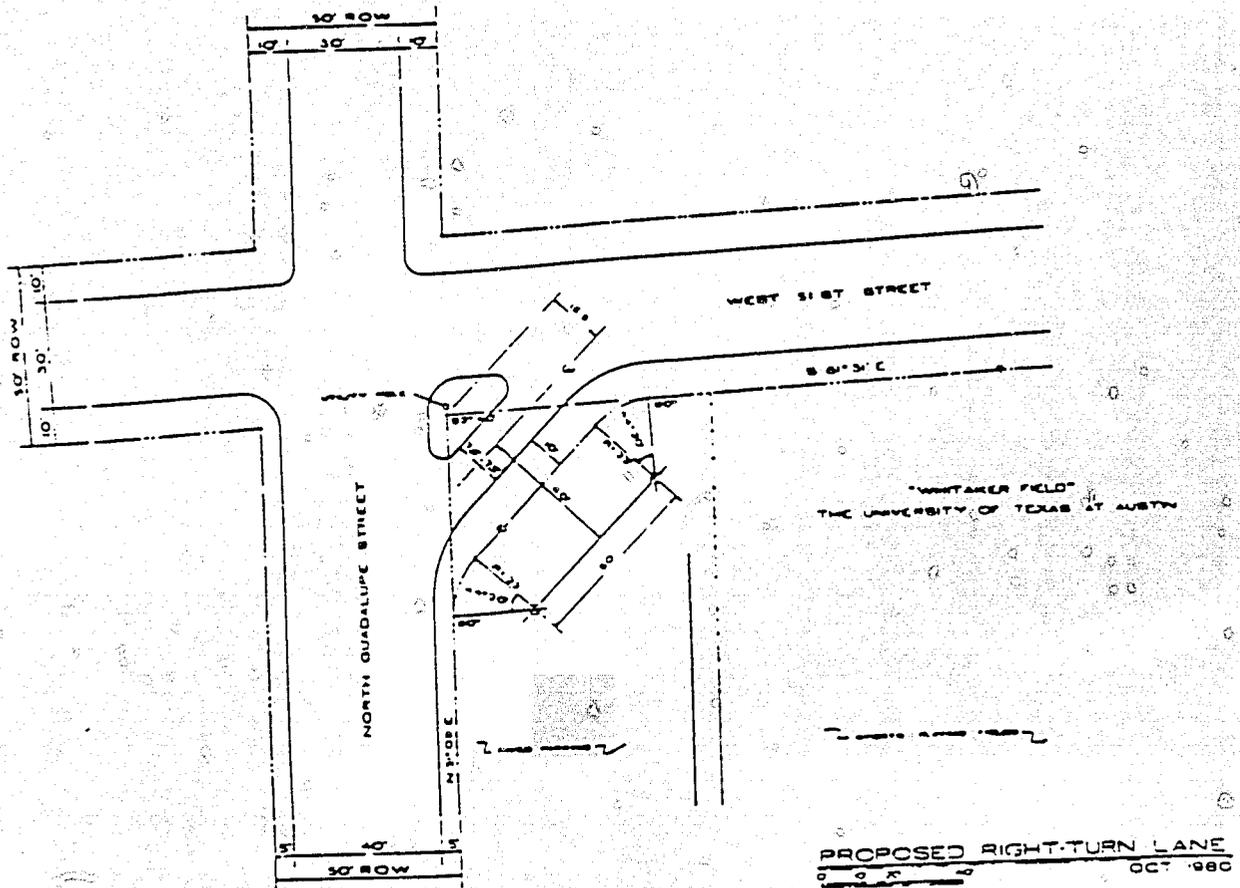


EXHIBIT "A"

7. U. T. Austin - Memorial Stadium/Bellmont Hall - 9th Level Improvements: Authorization for Feasibility Study, Appointment of O'Connell, Probst, Zelsman & Grobe, Inc., Austin, Texas, Consulting Architect and Appropriation Therefor. --Without objection, the Buildings and Grounds Committee:

- a. Authorized a feasibility study for various improvements on the 9th Level of Memorial Stadium/Bellmont Hall at The University of Texas at Austin
- b. Appropriated \$10,000 from Intercollegiate Athletics Funds for the feasibility study including fees and related expenses

FILE NO. 200
DOCUMENT
MARKS

Upon motion of Regent Blumberg, duly seconded and by unanimous vote, the firm of O'Connell, Probst, Zelsman & Grobe, Inc., Austin, Texas, was appointed Consulting Architect to work with a Planning Committee from U. T. Austin and the Office of Facilities Planning and Construction in preparing a feasibility study and cost estimate with recommendations to be presented at a future Board meeting.

It was noted that this study will include the feasibility of enclosing the unfinished open concrete deck for installation of a lounge area to be used in conjunction with development activities for U. T. Austin.

Coordinating Board - Building Projects

8. U. T. Austin (Marine Science Institute at Galveston) - Dockside Utility Building: Authorization for Project, Submission of Project to Coordinating Board, Appointment of Rapp-Fash-Sundin, Inc., Houston & Galveston, Texas, to Prepare Final Plans and Appropriation Therefor. --The Buildings and Grounds Committee without objection:

- a. Authorized construction of a dockside utility building at the U. T. Austin Marine Science Institute at Galveston at an estimated total project cost of \$1,003,000
- b. Authorized submission of the project to the Coordinating Board, Texas College and University System
- c. Appropriated \$31,000 from Permanent University Fund Bond proceeds for fees and related project expenses through completion of final plans

A-9
FILE NO. 200
DOCUMENT ✓
MARKS

The Committee unanimously, upon motion of Regent Richards, duly seconded, appointed the firm of Rapp-Fash-Sundin, Inc., Houston & Galveston, Texas, Project Architect to prepare final plans and cost estimate to be presented at a future Board meeting.

It was noted that the dockside utility building is to be a two-story structure with a ground print of 6,000 square feet and a usable interior area of approximately 9,000 gross square feet and will provide offices, machine shops and a large two-story maintenance and work space. Approximately one-half of the total project cost is devoted to the building itself and the other half will be used for paving around the building, security fencing, equipping the machine shops, other furniture and equipment, and fees and related expenses.

Remodeling for Inst. of Fusion Studies

9. U. T. Austin - Robert Lee Moore Hall (Institute of Fusion Studies) - Remodeling in the West Section of Level Eleven: Award of Contract to Woody's Contracting Company, Austin, Texas, and Additional Appropriation Therefor. --Following a review of the tabulation of bids, the Buildings and Grounds Committee without objection:

FILE NO. 200
DOCUMENT
REMARKS

- a. Awarded a construction contract for Remodeling in the West Section of Level Eleven of Robert Lee Moore Hall for the Institute of Fusion Studies at The University of Texas at Austin to the lowest responsible bidder, Woody's Contracting Company, Austin, Texas, in the amount of the base bid of \$158,893
- b. Authorized a revised total project cost of \$255,000 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses
- c. Appropriated additional funds in the amount of \$243,000 from the Available University Fund to provide for the total project cost

Remodeling for Inst. of Fusion Studies

10. U. T. Austin - Robert Lee Moore Hall (Institute of Fusion Studies) - Remodeling in the West Section of Level Eleven: Award of Contracts for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Carpet Services, Inc., Austin, Texas; The Office Company, Inc., Austin, Texas; and Vochem's, Corpus Christi, Texas. --After reviewing a tabulation of bids received and considering the comment that on Base Proposal "B" (Seminar Chairs) only one bid was received, but it was less than the estimated cost, the Buildings and Grounds Committee without objection awarded the contracts for the furniture and furnishings for Robert Lee Moore Hall - Remodeling in the West Section of Level Eleven for the Institute of Fusion Studies at The University of Texas at Austin to the lowest responsible bidders as follows:

FILE NO. 200
DOCUMENT
REMARKS

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

Base Proposal "A" (Office Furniture) \$25,702.29

Carpet Services, Inc., Austin, Texas

Base Proposal "C" (Carpet) 7,393.08

The Office Company, Austin, Texas

Base Proposal "B" (Seminar Chairs) 3,529.92

Vochem's, Corpus Christi, Texas

Base Proposal "D" (Conference Chairs) 3,700.00

Grand Total Contract Awards \$40,325.29

11. U. T. Austin - Museum of Fine Arts: (a) Authorization for Appointment of Museum Consultant to Assist in Preparation of Feasibility Study and (b) Appointment of the Joint Venture of Fisher and Spillman Architects, Inc., Dallas, Texas, and Cesar Pelli, New Haven, Connecticut, Project Architects for the Design and Construction Thereof. -- Before presenting the recommendations regarding the Museum of Fine Arts at The University of Texas at Austin, Committee Chairman Law expressed gratitude to Mr. Pat Spillman of Fisher and Spillman Architects, Inc., Dallas, Texas, for preparing a list of outstanding architects who have not only national but international experience in the design of museums. He then presented the following recommendations:

- a. Appoint the architectural firm of Cesar Pelli, New Haven, Connecticut, to join the firm of Fisher and Spillman Architects, Inc., Dallas, Texas, in the preparation of the previously authorized feasibility study of the Museum of Fine Arts
- b. Appoint the firms of Fisher and Spillman Architects, Inc., and Cesar Pelli, in joint venture, to serve as Project Architects for the design and construction of the Museum of Fine Arts

Chairman Williams reported that Mr. Pat Spillman and Dr. Eric McCready, Director of the Art Teaching Gallery at U. T. Austin, had arranged a survey trip for some members of the Board and others to see various buildings over the country and to meet the architects. As a result, four architects had been invited to Austin and interviewed by a panel. Whereupon, Regent Williams moved that the foregoing recommendations be approved and the motion was duly seconded and prevailed by unanimous vote.

Pharmacy Building Addition

12. U. T. Austin - Addition and Renovation of Existing Pharmacy Building: (a) Award of Contracts (Base Proposals A-E) for Furniture and Furnishings to Abel Contract Furniture & Equipment Co., Inc., Austin, Texas; Rockford Business Interiors, Austin, Texas; Stewart Office Supply Co., Dallas, Texas; Wirco Mfg. Corporation, Conway, Arkansas; Yochem's, Corpus Christi, Texas; and (b) Reject Base Proposal F (Learning Resource Center Furniture). -- Based on a review of the tabulation of bids received and a comment made on Base Proposal D, that the lowest bid was non-responsive in that the bidder did not provide the security required and the lowest responsive bid was less than the estimated cost of \$3,385.00, the Buildings and Grounds Committee approved the recommendation to:

- a. Award contracts for the furniture and furnishings for the Addition and Renovation of the Existing Pharmacy Building at The University of Texas at Austin to the lowest responsible bidders as follows:

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

Base Proposal "A"
(Classroom & Office Furniture) \$ 78,779.31

✓ Rockford Business Interiors,
Austin, Texas

Base Proposal "E"
(Laboratory Stools) 4,193.55

✓ Stewart Office Supply Company,
Dallas, Texas

Base Proposal "D"
(Stacking Chairs) 3,276.22

✓ Virco Mfg. Corporation,
Conway, Arkansas

Base Proposal "C"
(Tables & Chairs) 7,714.18

✓ Nochem's
Corpus Christi, Texas

Base Proposal "B"
(Classroom, Conference & Lounge
Furniture) 32,983.85

Grand Total Contract Awards \$126,947.11

- b. Reject Base Proposal "F" (Learning Resource Center Furniture), being that only one bid was received and the unit price for one type of item included in the bid was substantially higher than the estimated cost.

It was noted that the funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

13. U. T. Austin - Student Family Housing - Phase I-A - Second Stage Utilities: Award of Contract to Panhandle Construction Company, Cedar Park, Texas, and Additional Appropriation Therefor. --After reviewing a tabulation of the bids received, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for the Second Stage Utilities of the Student Family Housing Project Phase I-A at The University of Texas at Austin to the lowest responsible bidder, Panhandle Construction Company, Cedar Park, Texas, in the amount of the base bid of \$330,000
- b. Authorized a total project cost of \$373,620 to cover the utilities contract award, fees and related project expenses
- c. Appropriated additional funds in the amount of \$373,620 from Pooled Interest on Bond proceeds to provide for the total project cost

290
✓

Architecture, School of - Improvements

14. U. T. Austin - Sutton Hall - Renovation (School of Architecture) - Facilities Improvements, Phase I: Award of Contract to Rio Construction Company, Austin, Texas, Additional Appropriation Therefor, and Inscription on Plaque. -- Following a review of the tabulation of bids and without objection, the Buildings and Grounds Committee:

- a. Awarded the construction contract for the Renovation of Sutton Hall (Facilities Improvements for the School of Architecture - Phase I) at The University of Texas at Austin to the lowest responsible bidder, Rio Construction Company, Austin, Texas, as follows:

| | |
|---|--------------------|
| Base Bid | \$2,944,000 |
| Additive Alternates: | |
| No. 1 (Acoustical Ceilings at Level 3 and 4 Corridors) | 20,300 |
| No. 2 (Refurbishment of Exterior Windows) | 35,300 |
| No. 3 (Repainting of Exterior Ornamental Soffit) | 18,900 |
| No. 4 (Exterior Waterproofing System to Basement Walls) | 91,300 |
| No. 5 (Improved Quality to Wood Parquet Floors) | 75,300 |
| No. 6 (Additional Bookshelves) | 81,300 |
| Total Contract Award | <u>\$3,266,400</u> |

- b. Authorized a total project cost of \$4,208,430 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses
- c. Appropriated additional funds in the amount of \$4,091,430 from Available University Fund to provide for the total project cost
- d. Approved the inscription as set out below for the plaque to be placed on the Renovation of Sutton Hall. (This inscription follows the standard pattern approved by the Board on June 1, 1979.):

RENOVATION OF SUTTON HALL

1980

BOARD OF REGENTS

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

E. D. Walker
 Chancellor, The University
 of Texas System
 Peter T. Flawn
 President, The University
 of Texas at Austin

Thomas Booziotis & Associates
 and Chartier Newton
 Project Architect
 Rio Construction Company
 Contractor

15. U. T. Austin - Robert A. Welch Hall - Renovation of Initial (1929) Building (Sequence I): Award of Contracts for Furniture and Furnishings to Abel Contract Furniture and Equipment Co., Inc., Austin, Texas; Rockford Business Interiors, Austin, Texas; and San Antonio Floor Finishers, Inc., San Antonio, Texas. --The Buildings and Grounds Committee awarded contracts for furniture and furnishings for the Renovation of Robert A. Welch Hall Initial (1929) Building (Sequence I) at The University of Texas at Austin to the lowest responsible bidders as follows:

| | |
|--|--------------------|
| ✓ Abel Contract Furniture & Equipment Co., Inc., Austin, Texas | |
| Base Proposal "A" (Library Furnishings) | \$23,990.94 |
| ✓ Rockford Business Interiors Austin, Texas | |
| Base Proposal "B" (Auditorium Seating) | 22,162.10 |
| ✓ San Antonio Floor Finishers, Inc. San Antonio, Texas | |
| Base Proposal "C" (Carpet) | <u>9,775.00</u> |
| Grand Total Contract Awards | <u>\$55,928.04</u> |

It was noted that the funds necessary to cover these contract awards are available in the Furniture and Equipment Account.

16. U. T. Austin: (a) Widening of Red River Street from 23rd Street to 26th Street - Report of Special Committee to Award Contract and Award of Contract to Jack A. Miller, Inc., Austin, Texas, and (b) Landscaping and Site Modifications to Grounds of Lyndon Baines Johnson Library (Funds from Campus Utilities Distribution System) - Authorization to Advertise for Bids. --With regard to the widening of Red River Street from 23rd Street to 26th Street at The University of Texas at Austin unanimous approval was given to:

- (a) Approve the action taken by the Special Committee (consisting of President Flawn, Director Kristoferson, Vice Chancellor Boyd, Chancellor Walker, Regent Newton and Regent Richards) at its meeting on November 24, 1980, in awarding a construction contract for modifications of Red River Street from 23rd Street to 26th Street to the lowest responsible bidder, Jack A. Miller, Inc., Austin, Texas, in the amount of the base bid of \$343,000 which is within previously appropriated funds
- (b) Authorize a total project cost of \$417,746 for the award, fees and related project expenses

In connection with the landscaping and site modifications to the grounds of the Lyndon Baines Johnson Library (funds from Campus Utilities Distribution System), authorization was given to the Office of Facilities Planning and Construction to advertise for bids to be presented at a future meeting of the Board.

ts
c-
FILE NO. 200
DOCUMENT
MARKS

20
200

(3)
200

- Red River St. Widening from 26th to Martin Luther King, Jr. Blvd.
17. U. T. Austin - Widening of Red River Street from 26th Street to Martin Luther King, Jr., Boulevard for East Campus Site, Street and Parking Improvements: Authorization for Continuation of Project, Appointment of John C. Robinson, Jr., Austin, Texas, Project Architect and Appropriation Therefor. --Without objection, the Buildings and Grounds Committee:

- a. Confirmed its authorization to widen Red River Street from 26th Street to Martin Luther King, Jr., Boulevard at The University of Texas at Austin, including improvements to connecting streets, parking areas and related landscaping on the East side of the campus.
- b. Appointed John C. Robinson, Jr., Austin, Texas, Project Architect for that portion of the project south of 23rd Street, with authority to prepare preliminary plans and cost estimates which will be presented to the Board for approval at a future meeting
- c. Appropriated \$65,000 from Interest on Construction Funds Time Deposits for fees, surveys and related project expenses during preparation of preliminary plans

Coordinating Bd: Bldg. Projects

Food Service Facility, Completion of

18. U. T. Dallas - Student Union Building - Completion of Food Service Facility: Authorization to Complete Final Plans, Submission of Project to Coordinating Board; Subject to Coordinating Board Approval, Authorization to Advertise for Bids and Award Contracts, and Appropriation Therefor. --Unanimous approval was given to:

- a. Authorize completion of a food service facility in the Student Union Building at The University of Texas at Dallas including relocation of existing equipment presently located in the Green Building and the McDermott Library, at an estimated total project cost of \$355,000, and authorize the lead architects for the design of the Student Union, Fisher and Spillman Architects, Inc., to complete the final plans for the food service installation in the Student Union and refurbishment of vacated food service areas in the Green Building and McDermott Library
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System.
- c. Subject to Coordinating Board approval, authorize the Office of Facilities Planning and Construction to advertise for bids and the U. T. Dallas Administration to award all necessary contracts
- d. Appropriate \$355,000 from Unappropriated Plant Funds to cover the estimated contract award, equipment purchases, fees and related project expenses

It was noted that the award of contract will be reported at a future meeting of the Board.

Chairman Williams expressed the hope that there would be a food service consultant to work with the architect on this project, and he was assured there would be.

19. U. T. El Paso - El Paso "Four Centuries '81" Historical Monument;
(a) Report on and Endorsement in Principle of Proposed Project;
(b) Request for Definitive Plans of the Completed Design of the Monu-
ment from El Paso Chamber of Commerce; and (c) Subject to Board's
Later Approval of the Conquistador Sculpture Design and Park, Au-
thorization to Prepare Lease Agreement for the University's Portion
of the Project Site. -- The Buildings and Grounds Committee received
the following report from President Monroe and Chancellor Walker
in connection with the El Paso "Four Centuries '81" Historical
Monument:

"The El Paso Chamber of Commerce has developed a community-wide project to locate an heroic monument and park to commemorate the 400-year development of El Paso Del Rio Del Norte, the pass to the North. The proposed monument will consist of a 100-foot metal sculpture of a conquistador and will be located in a small park located northeast of Interstate Highway 10, immediately south of the U. T. El Paso Campus. It will include visitor access, parking and appropriate plaques detailing special facts of the '81 history of each in the four centuries.

"A Fall 1981 dedication of the park and monument is planned as part of the "Four Centuries '81" quadri-centennial year. A community-wide program is anticipated to provide voluntary financial support for the estimated project cost of \$290,000.

"The land involved is owned by three separate entities-- the University, El Paso Electric Co. (100 foot right-of-way), and the Highway Department (Interstate 10 right-of-way). The University property is a triangular piece, located between the other two parcels, and is crucial to the proposed plan. Currently the site is undeveloped for it includes a large outcropping of andesite rock with native vegetation. While the University has developed parking areas on either side of the site by lease agreement with the Electric Company, the area in question was considered too expensive to grade for parking purposes."

After receiving the foregoing report and following a detailed discussion, the Buildings and Grounds Committee:

- a. Endorsed in principle the preliminary proposal for the El Paso "Four Centuries '81" historical monument proposed to be located on a site partly owned by The University of Texas at El Paso
- b. Instructed the Administration of El Paso to request definitive plans from the El Paso Chamber of Commerce of the completed design of the commemorative monument for future consideration and review by the Board
- c. Subject to the Board of Regents' later approval of the conquistador sculpture design and park, authorized the U. T. El Paso Administration, in connection with the Office of General Counsel, to prepare a lease agreement with appropriate entities for its portion of the project site, with the proviso that the University does not assume responsibility for maintenance, security or parking control for the area

20. Dallas Health Science Center - Fred F. Florence Bioinformation Center - Addition of Two Floors: Approval of Final Plans and Authorization to Advertise for Bids. --The Buildings and Grounds Committee without objection:

202

- a. Approved the final plans and specifications for the Addition of two floors to the Fred F. Florence Bioinformation Center at The University of Texas Health Science Center at Dallas at an estimated project cost of \$8,000,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

It was noted that the initiation of advertisement for bids will be delayed to coordinate the project with the Ambulatory Care Center.

21. Dallas Health Science Center (Dallas Southwestern Medical School) - Ambulatory Care Center: Approval of Final Plans and Authorization to Advertise for Bids. --With respect to the Ambulatory Care Center at Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas, the Buildings and Grounds Committee without objection:

- a. Approved final plans and specifications for the Ambulatory Care Center at an estimated project cost of \$13,300,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

It was noted that subject to completion of negotiations with Parkland Hospital on the land exchange for the building site and final approval of the Health Facilities Commission, the advertisement for bids will be delayed until early 1981.

22. Galveston Medical Branch - Expansion of Thermal Energy Distribution System: Approval of Final Plans and Authorization to Advertise for Bids. --The Buildings and Grounds Committee without objection:

Central Energy Plant

- a. Approved the final plans and specifications for the Expansion of Thermal Energy Distribution System at The University of Texas Medical Branch at Galveston at an estimated project cost of \$3,500,000
- b. Authorized the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration

23. Galveston Medical Branch - Texas Department of Corrections Hospital - Staff Housing Project: Award of Contract to Sullivan Enterprises, Inc., Galveston, Texas, for Placement of Fill on Housing Site. --In order to insure proper drainage and protection from high tides, the site for the Staff Housing Project for personnel of the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston will require considerable fill material. After reviewing the tabulation of bids, the Buildings and Grounds Committee unanimously awarded the contract for the placement of fill to the lowest responsible bidder, Sullivan Enterprises, Inc., Galveston, Texas, in the amount of the base bid of \$319,000 from funds previously appropriated for this project.

24. Galveston Medical Branch - Texas Department of Corrections Hospital - Staff Housing Project: Award of Contract to Oliver & Beerman, Architects, Galveston, Texas, and Inscriptions on Two Plaques for Housing Project. -- Following a review of the tabulation of bids, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for the Staff Housing Project for personnel of the Texas Department of Corrections Hospital at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, Oliver & Beerman, Architects, Galveston, Texas, as follows:

| | |
|--|--------------------|
| Base Bid | \$3,246,000 |
| Additive Alternate No. 1B (Add 5/8" Gypsum Board at Party Walls) | <u>2,000</u> |
| Total Contract Award | <u>\$3,248,000</u> |

It was noted that the housing project consists of one single-family residence (warden), 48 two-bedroom apartment units, 32 three-bedroom apartment units, 48 dormitory rooms (96 persons), and parking space for 178 cars. The project will provide housing accommodations for a total of 177 Texas Department of Corrections staff members.

- b. Authorized a total project cost of \$4,000,000 to cover the construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses within previously appropriated project funds
- c. Approved inscriptions as set out below for the two plaques to be placed on the site of the Staff Housing Project

These inscriptions follow the standard pattern approved by the Board on June 1, 1979:

STAFF HOUSING
FOR THE
TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL
1980

BOARD OF REGENTS

| | |
|--|--|
| Dan C. <u>Williams</u> ✓ Chairman | E. D. Walker |
| Thos. H. <u>Law</u> ✓ Vice-Chairman | Chancellor, The University of Texas System |
| Jane Weinert <u>Blumberg</u> ✓ (Mrs. <u>Roland K.</u>) | William C. Levin, M. D. |
| Sterling H. <u>Fly, Jr.</u> ✓, M. D. | President, The University of Texas Medical Branch at Galveston |
| Jess <u>Hay</u> ✓ | |
| Jon P. <u>Newton</u> ✓ | |
| James L. <u>Powell</u> ✓ | Oliver & Beerman, Architects |
| Howard N. <u>Richards</u> ✓ | Contractor |
| Walter G. <u>Sterling</u> ✓ | |

STAFF HOUSING
FOR THE
TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL

1980

BOARD OF CORRECTIONS

James M. ~~Wingham~~, Chairman
T. Louis Austin, Jr.
Freeman B. Dunn.
Joe V. LaMantia, Jr.
Ruben Montemayor
T. L. Roach, Jr.
Clifford F. Smith, Jr.
Harry M. Whittington
H. B. (Bartell) Zachry, Jr.

W. J. Estelle, Jr., Director
Texas Department of Corrections
Eugene N. Shepard
Assistant Director for
Construction

Oliver & Beerman, Architects
Contractor

It was noted that the Texas Department of Corrections concurs in the construction award. The award can be made within previously appropriated Legislative funds for the Texas Department of Corrections Hospital project.

Remodeling

25. Galveston Medical Branch (Galveston Hospitals) - Remodeling of Existing John Sealy Hospital (Original Building) - Remodeling of Fourth Floor: Award of Contract to MSI of Houston, Inc., Houston, Texas, and Inscription on Plaque. -- Following the review of the tabulation of bids, the Buildings and Grounds Committee without objection:

FILE NO. 200
DOCUMENT 1
MARKS

- a. Awarded the construction contract for the Remodeling of the Fourth Floor of the Original John Sealy Hospital Building at The University of Texas Medical Branch at Galveston to the lowest responsible bidder, MSI of Houston, Inc., Houston, Texas, as follows:
- | | |
|--------------------------|-----------------|
| Base Bid | \$ 994,500 |
| Additive Alternate No. 1 | |
| Movable Partitions | 17,435 |
| Total Contract Award | \$1,011,935 |
- b. Authorized a total project cost of \$1,200,000 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses within previously appropriated project funds
- c. Approved the inscription as set out below for the plaque to be placed on the Remodeling of the Fourth Floor (This

inscription follows the standard pattern approved by the Board on June 1, 1979.):

REMODELING OF FOURTH FLOOR
ORIGINAL JOHN SEALY HOSPITAL

1980

BOARD OF REGENTS

| | |
|---|--|
| Dan C. Williams ✓ Chairman | E. D. Walker |
| Thos. H. Law ✓ Vice-Chairman | Chancellor, The University of Texas System |
| Jane Weinert, Blumberg ✓ (Mrs. Roland K.) | William C. Levin, M.D. |
| Sterling H. Fly ✓ Jr., M.D. ✓ | President, The University of Texas Medical Branch at Galveston |
| Jess Hay ✓ | |
| Jon P. Newton ✓ | Page Southerland Page |
| James L. Powell ✓ | Project Architect |
| Howard N. Richards ✓ | MSI of Houston, Inc. |
| Walter G. Sterling ✓ | Contractor |

26. San Antonio Health Science Center - Expansion of Basic Science Teaching Space - Lecture Halls - Completion of Lower Level:
Award of Contract to J. J. Falbo Company, San Antonio, Texas. --
After reviewing the tabulation of bids received, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for the Completion of Lower Level of the Lecture Halls for the Expansion of Basic Science Teaching Space at The University of Texas Health Science Center at San Antonio to the lowest responsible bidder, J. J. Falbo Company, San Antonio, Texas, as follows:

| | |
|--|------------------|
| Base Bid | \$486,552 |
| Additive Alternate No. 1 (Elevator) | <u>28,233</u> |
| Total Contract Award | <u>\$514,785</u> |

- b. Authorized a total project cost of \$800,000 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses within previously appropriated funds

27. San Antonio Health Science Center - Library Building: Award of Contract to Browning Construction Company, San Antonio, Texas, and Inscription on Plaque. --After reviewing the tabulation of bids, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for the Library Building at The University of Texas Health Science

FILE NO. 200
DOCUMENT ✓
REMARKS

FILE NO. 290
DOCUMENT ✓
REMARKS

Center at San Antonio to the lowest responsible bidder, Browning Construction Company, San Antonio, Texas, as follows:

| | |
|---------------------------------------|-------------------------------|
| Base Bid | \$6,174,000 |
| Additive Alternates: | |
| No. 1 (Level 5 Shell) | 583,000 |
| No. 2 (Complete Level 5 Shell) | 470,000 |
| No. 3 (Fluid Application Roof System) | 64,000 |
| No. 6 (Architectural Concrete) | 43,000 |
| No. 7 (Electrical Gear) | <u>74,000</u> |
| Total Contract Award | <u><u>\$7,408,000</u></u> |

- b. Authorized a total project cost of \$9,500,000 to cover the construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses within previously appropriated funds
- c. Approved the inscription as set out below for the plaque to be placed on the Library Building (This inscription follows the standard pattern approved by the Board on June 1, 1979.):

NEW LIBRARY BUILDING

1980

BOARD OF REGENTS

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

E. D. Walker
 Chancellor, The University
 of Texas System
 Frank Harrison, M.D., Ph.D.
 President, The University
 of Texas Health Science
 Center at San Antonio

 Phelps & Simmons & Garza
 and Chumney Jones & Kell
 Project Architect
 Browning Construction Company
 Contractor

28. San Antonio Health Science Center (San Antonio Medical School Building) - Auditorium - Renovation of Level 2 for New Programs in Allied Health Sciences School: Award of Contract to Mesquite Construction, Inc., San Antonio, Texas. --Following a review of the tabulation of bids, the Buildings and Grounds Committee without objection:

- a. Awarded the construction contract for Renovation of Level 2 of the Auditorium in the San Antonio Medical School Building at The University of Texas Health Science Center at San Antonio to the lowest responsible

FILE NO. 206
 DOCUMENT 2
 REMARKS _____

bidder, Mesquite Construction, Inc., San Antonio, Texas, as follows:

| | |
|---|------------------|
| Base Bid | \$885,889 |
| Additive Alternate No. 1 (Vinyl Wall Covering) | <u>11,204</u> |
| Total Contract Award | <u>\$897,093</u> |

- b. Approved a total project cost of \$1,625,000 to cover the construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses within funds appropriated by the 66th Legislature.

Coordinating Bd - Bldg. Projects Central Food Service Fac-
Conversion to Research Fac.

29. University Cancer Center - Biomedical Resources Building: Approval of Preliminary Plans; Authorization to Submit Project to Coordinating Board and Subject to Coordinating Board Approval, Authorization to Prepare Final Plans. --Mr. John Crain of the firm of Golemon & Rolfe Associates, Inc., was present at the meeting to answer any question about this project; and in response to Regent Powell's inquiry as to how long construction would take, he said approximately 15 months. Following a detailed discussion and without objection, the Buildings and Grounds Committee:

A-19
200
FILE NO. _____
DOCUMENT _____
REMARKS _____

- a. Approved the preliminary plans and specifications for the Biomedical Resources Building at The University of Texas System Cancer Center at an estimated total project cost of \$3,925,000, and authorized the submission of the project to the Coordinating Board, Texas College and University System
- b. Subject to approval of the project by the Coordinating Board, authorized the Project Architect Golemon & Rolfe Associates, Inc., to prepare final plans and specifications for consideration of the Board of Regents at a future meeting

It was noted that the scope of this project involves conversion of an existing building into a research facility for cancer prevention and disease control.

Tower, Second Hospital

30. University Cancer Center - Second Hospital Tower: Authorization for Feasibility Study, Appointment of James Falick/The Klein Partnership and Dannenbaum Engineering Corporation, Houston, Texas, A Joint Venture, Consulting Architect and Appropriation Therefor. --

After reviewing a report from President LeMaistre on the present hospital capacity and the future needs to maximize the utilization of the expanded operating room facilities and to meet the growing hospitalization requirements for medical patients and following a detailed discussion, the Buildings and Grounds Committee unanimously:

200
FILE NO. _____
DOCUMENT _____
REMARKS _____

- a. Authorized a feasibility study for a second hospital tower at The University of Texas System Cancer Center
- b. Appropriated \$60,000 from Plant Funds Unexpended Unappropriated Balances for the feasibility study, including fees and related expenses

Regent Powell moved that the joint venture of James Falick/The Klein Partnership and Dannenbaum Engineering Corporation, Houston, Texas, be appointed Consulting Architect to work with a Planning Committee from the University Cancer Center and the Office of Facilities Planning and Construction in preparing a feasibility study to determine the project scope and a cost estimate with recommendations to be presented at a future Board meeting. The vote was called for on Regent Powell's motion and prevailed by the vote of 7 to 1.

POLICIES

Tabulation of Bids - Procedure to Follow. --It was requested that in the future the tabulation of bids be recorded with the lowest responsible bidder first, then next to the lowest and on down to the highest bid.

FILE NO. 0
DOCUMENT
REMARKS

REPORT OF HEALTH AFFAIRS COMMITTEE (Pages 54-63). --The following report of the Health Affairs Committee was submitted by Committee Chairman Fly who stated that all actions had been taken in open session and unanimously approved unless otherwise indicated. The report as set out below was adopted without objection:

Based on Model

1. U. T. Arlington: Affiliation Agreements with (a) GH Hospital, Inc., d/b/a Glenview Hospital, Fort Worth, Texas, and (b) Methodist Hospitals of Dallas, Dallas, Texas. -- Unanimous approval was given to affiliation agreements by and between The University of Texas at Arlington and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

| <u>Facility</u> | <u>Agreement Executed</u> |
|--|---------------------------|
| ✓ GH Hospital, Inc., d/b/a Glenview Hospital Fort Worth, Texas | October 8, 1980 |
| b. Methodist Hospitals of Dallas Dallas, Texas | October 27, 1980 |

FILE NO. 40
DOCUMENT
REMARKS

These agreements, which follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977, will provide training opportunities for nursing students at U. T. Arlington.

2. U. T. El Paso: Amendment to Memorandum of Affiliation with Veterans Administration Outpatient Clinic, El Paso, Texas. Approved by the Board of Regents on September 5, 1980. -- On September 5, 1980, the Board of Regents approved the Memorandum of Affiliation by and between The University of Texas at El Paso and the Veterans Administration Outpatient Clinic, El Paso, Texas, for the purpose of providing training opportunities for nursing students. Without objection, an amendment to the Memorandum of Affiliation to include psychology training programs was approved.

FILE NO. 40
DOCUMENT
REMARKS

Based on Model

3. U. T. El Paso: Affiliation Agreement with Spirit of Love Crisis Nursery, El Paso, Texas.--An affiliation agreement by and between The University of Texas at El Paso and Spirit of Love Crisis Nursery, El Paso, Texas, was approved without objection. The agreement, executed by the appropriate officials of the institution and facility on October 15, 1980, to be effective upon approval by the Board of Regents, will provide educational experiences for nursing students at U. T. El Paso.

FILE NO. 401
DOCUMENT ✓
REMARKS

This agreement follows the format for affiliation agreements approved by the Board of Regents on December 16, 1977.

Based on Model

4. U. T. San Antonio: Affiliation Agreements with (a) Oklahoma Memorial Hospital, Department of Human Services, State of Oklahoma, Oklahoma City, Oklahoma; and (b) Education Service Center - Region 20, San Antonio, Texas.--Without objection, approval was given to affiliation agreements by and between The University of Texas at San Antonio and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

FILE NO. 400
DOCUMENT ✓
REMARKS

| <u>Facility</u> | <u>Agreement Executed</u> |
|--|---------------------------|
| ✓ Oklahoma Memorial Hospital, Department of Human Services, State of Oklahoma Oklahoma City, Oklahoma | June 27, 1980 |
| ✓ Education Service Center - Region 20 San Antonio, Texas | August 4, 1980 |

These agreements follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977. They will provide training opportunities for students in U. T. San Antonio's Division of Allied Health and Life Sciences, specifically in physical therapy and occupational therapy, respectively.

Based on Model

5. U. T. Tyler: Affiliation Agreements with (a) Bio-Medical Applications of Tyler, Inc., d/b/a Watson W. Wise Regional Dialysis Center, Tyler, Texas, and (b) The Good Shepherd Hospital, Longview, Texas.--Approval was given without objection to affiliation agreements by and between The University of Texas at Tyler and the following facilities. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

| <u>Facility</u> | <u>Agreement Executed</u> |
|--|---------------------------|
| ✓ Bio-Medical Applications of Tyler, Inc., d/b/a Watson W. Wise Regional Dialysis Center Tyler, Texas | September 19, 1980 |
| ✓ The Good Shepherd Hospital Longview, Texas | September 24, 1980 |

FILE NO. 400
DOCUMENT ✓
REMARKS

These agreements, which follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977, will provide training opportunities for students in U. T. Tyler's nursing program.

6. Galveston Medical Branch (Galveston Medical School): Authorization to Seek Permission from Coordinating Board to Establish the Department of Radiation Therapy (Catalog Change). -- Unanimous approval was given to seek permission from the Coordinating Board, Texas College and University System to establish the Department of Radiation Therapy at the Galveston Medical School, The University of Texas Medical Branch at Galveston. It was noted that since faculty are already hired and the programs are under way, no additional funding will be required.

A-9
GMB
FILE NO.
DOCUMENT
REMARKS

If approved by the Coordinating Board, the next appropriate catalog published at the Galveston Medical Branch will be amended to conform.

Based on Model

7. Galveston Medical Branch: Affiliation Agreements with (a) Brazosport Independent School District, Freeport, Texas; (b) St. Joseph's Hospital, Houston, Texas; and (c) Lifemark Hospitals of Texas, Incorporated d/b/a Bellaire General Hospital, Houston, Texas. -- The affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities were approved without objection. The agreements had been executed by the appropriate officials of the institution and facility on the dates indicated below to be effective upon approval by the Board of Regents:

400
FILE NO.
DOCUMENT
REMARKS

| <u>Facility</u> | <u>Agreement Executed</u> |
|---|---------------------------|
| ✓ Brazosport Independent School District Freeport, Texas | October 14, 1980 |
| ✓ St. Joseph's Hospital Houston, Texas | October 9, 1980 |
| ✓ Lifemark Hospitals of Texas, Incorporated d/b/a Bellaire General Hospital Houston, Texas | October 10, 1980 |

These agreements follow the format for affiliation agreements approved by the Board of Regents on December 16, 1977. They will provide additional clinical facilities for students in the School of Nursing and School of Allied Health Sciences.

8. Houston Health Science Center: Authorization to Seek Permission from Coordinating Board to Establish an Institute for Technology Development and Assessment (Catalog Change). -- Without objection, approval was granted to seek permission from the Coordinating Board, Texas College and University System to establish an Institute for Technology Development and Assessment at The University of Texas Health Science Center at Houston for the primary purposes of promoting new technologies to aid in the solution of problems in the areas of health care, preventive medicine, and sports medicine and conducting programs to evaluate the effectiveness of new medical technologies. The first year's budget is projected to be \$199,000 with funding to come from state appropriations, federal grants and contracts, and private sources.

A-11
FILE NO.
DOCUMENT
REMARKS

If approved by the Coordinating Board, the next appropriate catalog published at the Houston Health Science Center will be so amended.

Center for

9. Houston Health Science Center: Establishment of a Center for Health Promotion Research and Development -- Unanimous approval was given to establish a Center for Health Promotion Research and Development at The University of Texas Health Science Center at Houston. It was pointed out that no degree programs are involved and the proposed first year budget of \$273,000 is to be raised from outside sources. It is the intention of the Houston Health Science Center to use private or federal research and development funds for the full operating budget of the Center.

FILE NO. 18
DOCUMENT
REMARKS

10. San Antonio Health Science Center: Affiliation Agreement with Metropolitan General Hospital, Inc., San Antonio, Texas -- The affiliation agreement set out on Pages 58-62 by and between The University of Texas Health Science Center at San Antonio and Metropolitan General Hospital, Inc., San Antonio, Texas, was approved without objection to be effective upon approval by the Board of Regents. The agreement, which will provide additional clinical facilities for medical students, follows the format wording of the standard agreement approved by the Board of Regents on December 16, 1977 with the addition of paragraph 5(d) which provides for appointment of health science center faculty to the medical staff of the hospital.

FILE NO. 407
DOCUMENT
REMARKS

Committee Chairman Fly commented that this was a significant step in promoting the future growth of the San Antonio Health Science Center.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the ____ day of _____, 19____, by and between THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO ("University"), a component institution of The University of Texas System ("System"), and METROPOLITAN GENERAL HOSPITAL, INC. ("Facility"), a profit corporation organized under the laws of the State of Texas, having its principal office at 1310 McCullough, San Antonio, State of Texas, WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1310 McCullough, in the City of San Antonio, State of Texas, and therein provides health care services for persons in need of such services; and University provides an academic program with respect to health care; and,

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

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

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

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, University and Facility agree that any program agreed to by and between Facility and University, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program", or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program

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

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

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

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the Chancellor of The University of Texas System.

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

- (a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by Facility of its obligations under this Agreement, and all applicable accreditation requirements, and to certify such compliance to University or other entity when requested to do so by University.
- (b) To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services and other things provided by Facility pursuant to this Agreement as are necessary for accreditation evaluation.
- (c) To appoint a person to serve for Facility as liaison (Liaison) to the faculty and students engaged in the Program; provided, however, that no person not having the prior written approval of University shall be appointed Liaison; and, in such connection, Facility shall furnish in writing to University (not later than thirty (30) days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Facility to be Liaison, and within ten days after receipt of same, University shall notify Facility of University's

approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Facility in writing, Facility will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this sub-paragraph (c).

- (c) All members of the Facility's Professional Staff involved in joint teaching programs will hold a Clinical Faculty appointment as recommended by the Chairman of the concerned Department of the University in accordance with The University of Texas System policy.

Faculty of the University may apply for appointment to the Professional Staff of the Facility in accordance with Facility policy.

The appointment of full-time University faculty members, or of those faculty members whose principal professional activities are with or for the University, shall be made to the Facility Professional Staff as "UT Faculty". This designation would permit patient admission privileges for physician-referred patients, consultative privileges, and staff voting privileges on education matters only. Full-time University faculty members on non-affiliated services may admit patients on an individual basis by arrangement with the chief of the particular Facility service or his designee. Committee assignments would be limited to consultative role without vote except in matters and issues involving education. Utilization Review, Audit or PSRO Committee membership is not part of faculty staff responsibilities.

Admission privileges by UT Faculty are intended for physician-referred patients. Exceptions to this rule will include faculty and personnel (or their dependents) of The University of Texas Health Science Center at San Antonio.

6. University hereby agrees:

- (a) To furnish Facility with the names of the students assigned by University to participate in the program.
- (b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion,

and 12 who have entered into a written agreement with University and Faculty that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of University and Faculty.

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

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

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

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

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

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by Faculty and University, and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such

Ashbel Smith Professors

11. University Cancer Center - Appointment of Ashbel Smith Professors Effective January 1, 1981: (a) Dr. Ronald M. Humphrey, (b) Sidney Wallace, M.D., (c) J. Leslie Smith, M.D., and (d) Dr. T. L. Loo.-- Without objection, the following professors at The University of Texas System Cancer Center were named Ashbel Smith Professors effective January 1, 1981:

Dr. Ronald M. Humphrey, Professor of Biophysics
 Sidney Wallace, M.D., Professor of Radiology
 J. Leslie Smith, M.D., Professor of Pathology
 Dr. T. L. Loo, Professor of Developmental Therapeutics

FILE NO. 20
 INSTRUMENT
 REMARKS

See Page 110 .

12. University Cancer Center (M. D. Anderson): Appointment of Emil J. Freireich, M.D., to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics Effective January 1, 1981.-- Approval was given without objection to appoint Emil J. Freireich, M.D., Head of the Department of Experimental Therapeutics, to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics at M. D. Anderson of The University of Texas System Cancer Center effective January 1, 1981.

FILE NO. 1000
 INSTRUMENT
 REMARKS

See Page 78 .

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 63 - 81).--
 Committee Chairman Hay filed with the Secretary the following report of the Land and Investment Committee stating that all items had been conducted in open session and were unanimously approved unless otherwise indicated. The report was adopted without objection:

The documents in this report will be executed in accordance with the Regents' Rules and Regulations in effect at the time of the meeting of the Land and Investment Committee. These provide that the Chairman of the Board of Regents has authority to execute any instrument authorized by the Board and that the Vice-Chairman of the Board and the Chancellor, the Vice Chancellor for Business Affairs and the Vice Chancellor for Lands Management of the System may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report when each has been approved as to form by an attorney in the Office of General Counsel and as to content by the appropriate official. These instruments 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.

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for September and October 1980 and Report on Oil and Gas Development as of October 31, 1980. -- The following reports with respect to (a) certain monies cleared to the Permanent University Fund for September and October 1980 and (b) Oil and Gas Development as of October 31, 1980, were received from the Executive Director for Investments and Trusts:

FILE NO. 1000
DOCUMENT
REMARKS

- 64 -

| | September, 1980 | October, 1980 | Cumulative This Fiscal Year | Cumulative Preceding Fiscal Year | Per Cent Change |
|---|------------------------|------------------------|-----------------------------|----------------------------------|-----------------|
| <u>Permanent University Fund</u> | | | | | |
| Royalty | | | | | |
| Oil | \$ 8,593,067.15 | \$ 8,413,271.60 | \$17,006,338.75 | \$11,732,052.65 | 44.96% |
| Gas | 2,787,179.00 | 3,077,905.63 | 5,865,084.63 | 5,995,188.66 | (2.17%) |
| Sulphur | 381,713.11 | 318,123.68 | 699,836.79 | 422,043.09 | 65.82% |
| Water | 55,921.89 | 25,784.13 | 81,706.02 | 31,532.38 | 159.12% |
| Brine | 5,229.94 | 7,997.24 | 13,227.18 | 3,899.84 | 239.17% |
| Rental | | | | | |
| Oil and Gas Leases | 21,438.06 | 183,181.50 | 204,619.56 | 596,186.57 | (65.68%) |
| Other | 200.00 | | 200.00 | 2,880.00 | (93.06%) |
| Sale of Sand, Gravel, Etc. | 482.30 | 1,441.00 | 1,923.30 | 7,577.41 | (74.62%) |
| Gain or (Loss) on Sale of Securities | 159,331.65 | 5,219.82 | 164,551.47 | 221,518.16 | (25.72%) |
| Transfer from Special 1% Fee Fund | | | | | |
| Board for Lease of University Lands | -0- | -0- | -0- | -0- | |
| Sub-Total | <u>\$12,004,563.10</u> | <u>\$12,032,924.60</u> | <u>\$24,037,487.70</u> | <u>\$19,012,878.76</u> | 26.43% |
| Bonuses | | | | | |
| Oil and Gas Lease Sales | \$44,191,500.00 | \$ -0- | \$44,191,500.00 | \$ -0- | 100.00% |
| Amendments and Extensions to Mineral Leases | 192,210.00 | 82,214.70 | 274,424.70 | 90,783.53 | 202.28% |
| Total Bonuses | <u>\$44,383,710.00</u> | <u>\$ 82,214.70</u> | <u>\$44,465,924.70</u> | <u>\$ 90,783.53</u> | 48,880.17% |
| TOTAL CLEARANCES | <u>\$56,388,273.10</u> | <u>\$12,115,139.30</u> | <u>\$68,503,412.40</u> | <u>\$19,103,662.29</u> | 258.59% |

Oil and Gas Development - October 31, 1980
Acreage Under Lease - 993,698

Number of Producing Acres - 431,892

Number of Producing Leases - 1,842

2. Permanent University Fund: Report of Investments for the Fiscal Year Ended August 31, 1980. -- Each member of the Board of Regents received prior to the meeting a Report of the Permanent University Fund Investments for the Fiscal Year Ended August 31, 1980. The Land and Investment Committee approved this report for distribution to the Governor, members of the Legislature and other State Officials as required by H. B. 1198, passed at the regular session of the 62nd Legislature.

FILE NO. 100
DOCUMENT
11/1/80

It was pointed out that the Permanent University Fund experienced significant gains during the year as shown below:

| | Fiscal Year Ended 8/31 | | Increase | |
|-------------------|------------------------|-----------------|---------------|------|
| | 1979 | 1980 | | % |
| Book Value | \$1,133,818,376 | \$1,256,467,903 | \$122,649,527 | 10.8 |
| Investment Income | 72,687,365 | 85,433,562 | 12,746,197 | 17.5 |

B. LAND MATTERS

1. Easements and Surface Leases Nos. 5252-5290, Material Source Permits Nos. 598-602 and Flexible Grazing Leases Nos. 64-79. -- Applications for Easements and Surface Leases Nos. 5252-5290, Material Source Permits Nos. 598-602 and Flexible Grazing Leases Nos. 64-79 that were recommended by the Vice Chancellor for Business Affairs were approved. All have been approved as to content by the appropriate officials. Unless otherwise indicated (a) payment for each has been received; (b) each document is on the University's standard form; and (c) each is at the standard rate effective August 1, 1979, (adopted June 1, 1979):

a. Easements and Surface Leases Nos. 5252-5290

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|------|--|---------------------------------------|---------|--------------------|-----------------------------|---------------------|---------------------|
| 5252 | BTA Oil Producers (Renewal of 4038) | Surface Lease Salt Water Disposal | Andrews | 4 | 1 Acre | 10/8/80- 10/7/81 | \$ 1,000.00* |
| 5253 | Phillips Petroleum Company (Renewal of 3964) | Surface Lease Salt Water Disposal | Andrews | 4 | 2 Acres | 9/8/80- 9/7/81 | 1,000.00* |
| 5254 | Bill J. Graham (Renewal of 4015) | Surface Lease Salt Water Disposal | Ward | 17 | 1 Acre | 10/1/80- 9/30/81 | 2,500.00* |
| 5255 | Wilson Energy, Inc. | Surface Lease Office and Equipment | Reagan | 11 | 300' x 400' | 7/1/80- 6/30/81 | 900.00** |
| 5256 | George O. Booth | Surface Lease Residential | Andrews | 13 | 200' x 200' | 9/1/80- 8/31/81 | 200.00*** (Min.) |
| 5257 | Bill J. Graham | Surface Lease Storage tank | Ward | 17 | 300' x 300' | 10/1/80- 9/30/90 | 2,000.00 (Full) |
| 5258 | Shell Pipe Line Corporation (Renewal of 3198) | Pipe Line Crude oil | Andrews | 9 and 1 | 3,159 rods of 8.625 inch | 3/1/81- 2/28/91 | 9,477.00 |

*Renewable from year to year, not to exceed a total of Five (5) years. Negotiated by the Manager of University Lands, Oil, Gas and Mineral Interests.

**Renewable from year to year, not to exceed a total of Ten (10) years. Negotiated by the Manager of University Lands, Surface Interests.

***Renewable from year to year, not to exceed a total of Ten (10) years.

FILE NO. 1090
DOCUMENT 2
MARKS

- 66 -

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|-------|--|--|----------------------|--------------------|--------------------------------|---------------------|---------------------|
| ✓5259 | Shell Pipe Line Corporation (Renewal of 3231) | Pipe Line Crude oil | Andrews | 1 | 169.03 rods of 4-1/2 inch | 2/1/81- 1/31/91 | \$ 507.09 |
| ✓5260 | Phillips Petroleum Company (Renewal of 3100) | Surface Lease Plant or Booster Station | Ector | 35 | 51.6 Acres | 7/1/80- 6/30/90 | 20,640.00 (Full) |
| ✓5261 | Phillips Petroleum Company (Renewal of 3146) | Pipe Line Gas line | Andrews | 13 and 9 | 604.90 rods under 12 inch | 9/1/80- 8/31/90 | 1,812.90 |
| ✓5262 | Phillips Petroleum Company (Renewal of 3211 and 3179) | Pipe Line Gas line | Andrews and Upton | 10, 13 and 30 | 372.60 rods under 12 inch | 10/1/80- 9/30/90 | 1,117.80 |
| ✓5263 | Mapco, Inc. (Renewal of 3173) | Pipe Line Oil line | Andrews | 11 | 1,957.75 rods of 8-5/8 inch | 10/1/80- 9/30/90 | 5,873.25 |
| ✓5264 | El Paso Natural Gas Company | Pipe Line Gas line | Andrews | 9 | 179.061 rods of 4-1/2 inch | 9/1/80- 8/31/90 | 626.71 |
| ✓5265 | Oasis Pipe Line Company | Pipe Line Gas line | Winkler | 21 | 248.08 rods of 4 inch | 9/1/80- 8/31/90 | 868.28 |
| ✓5266 | Transwestern Pipeline Company | Pipe Line Gas line | Pecos | 23 | 140.00 rods of 4 inch | 8/1/80- 7/31/90 | 490.00 |
| ✓5267 | Transwestern Pipeline Company | Pipe Line Gas line | Winkler | 21 | 197.76 rods of 6 inch | 8/1/80- 7/31/90 | 692.16 |
| ✓5268 | Northern Gas Products Company | Pipe Line Gas line | Andrews | 7 | 63.03 rods of 2-1/2 inch | 9/1/80- 8/31/90 | 220.61 |
| ✓5269 | Gulf Oil Corporation | Pipe Line Gas line | Ward | 18 | 743.10 rods of 6 inch | 9/1/80- 8/31/90 | 2,600.85 |
| ✓5270 | Producer's Gas Company | Pipe Line Gas line | Crockett | 32 and 33 | 1,396.61 rods under 12 inch | 10/1/80- 9/30/90 | 4,888.14 |

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|-------|--|-------------------------------------|--|--|----------------------------------|----------------------|----------------------|
| ✓5271 | Vic and Sandra Craig | Surface Lease Residential Site | Crane | 31 | 200' x 200' | 9/1/80- 8/31/81 | \$ 200.00* (Min.) |
| ✓5272 | Transwestern Pipeline Company (Renewal of 3131) | Surface Lease Compressor Station | Ward | 16 | 5.0 Acres | 8/7/80- 8/6/90 | 2,000.00 (Full) |
| ✓5273 | Pioneer Natural Gas Company a division of Pioneer Corp. | Surface Lease Gas Compressor | Ward | 16 | 2.066 Acres | 11/1/80- 10/31/90 | 2,000.00 (Full) |
| ✓5274 | El Paso Natural Gas Company (Renewal of 3239) | Pipe Line Gas line | Hudspeth | L, K, J, I, H and G | 11,915.412 rods of 20 inch | 3/1/81- 2/28/91 | 47,661.65 |
| ✓5275 | Rice Engineering & Operating, Inc. (Renewal of 3190) | Pipe Line Water disposal | Andrews | 9 | 2,330.36 rods of 9 inch | 12/1/80- 11/30/90 | 6,991.08 |
| ✓5276 | Mobil Pipe Line Company (Renewal of 3228) | Pipe Line Crude oil line | Andrews | 4 | 512.67 rods of 4-1/2 inch | 12/1/80- 11/30/90 | 1,538.01 |
| ✓5277 | Mobil Pipe Line Company (Renewal of 3175) | Pipe Line Oil line | Andrews | 1 and 2 | 4,948 rods over 12 inch | 11/1/80- 10/31/90 | 16,081.00 |
| ✓5278 | Phillips Petroleum Company (Renewal of 3024, 3069 and 3088) | Pipe Line Gas line | Andrews | 4, 5, 11, 13 and 14 | 6,367.90 rods over 12 inch | 1/1/80- 12/31/89 | 21,133.10 |
| ✓5279 | Texas Electric Service Company (Renewal of 3199) | Power Line Distribution | Andrews, Crane and Ward | 9, 11, 12, 13, 14, 16, 30 and 31 | 2,754.61 rods of Single pole | 1/1/81- 12/31/90 | 2,754.61 |
| ✓5280 | Texas Electric Service Company | Power Line Distribution | Andrews, Crane, Ward and Winkler | 11, 13, 30, 17 and 21 | 354.48 rods of Single pole | 11/1/80- 10/31/90 | 531.72 |

*Renewable from year to year, not to exceed a total of Ten (10) years.

| No. | Company | Type of Permit | County | Location (Block #) | Distance or Area | Period | Consideration |
|-------|--|--|------------------|--------------------|-----------------------------|------------------|-----------------|
| ✓5281 | Liberty Natural Gas Company | Pipe Line Gas line | Crockett | 31 | 2,123.64 rods of 4 inch | 10/1/80-9/30/90 | \$ 7,412.74 |
| ✓5282 | CRA, Inc. | Pipe Line Gas line | Schleicher | 53 and 54 | 637.32 rods of 4-1/2 inch | 9/1/80-8/31/90 | 2,280.62 |
| ✓5283 | Producer's Gas Company | Surface Lease Pig receiver and Pipeline drip | Crockett | 32 | 1.0 Acres | 10/1/80-9/30/90 | 2,000.00 (Full) |
| ✓5284 | Mobil Producing Texas and New Mexico, Inc. (Renewal of 3220) | Pipe Line Oil line | Andrews | 8 | 322 rods under 12 inch | 1/1/81-12/31/90 | 966.00 |
| ✓5285 | El Paso Natural Gas Company (Renewal of 3237) | Pipe Line Gas line | Andrews | 9 | 8.97 rods of 2-3/8 inch | 3/1/80-2/28/91 | 200.00 |
| ✓5286 | Exxon Pipeline Company (Renewal of 3121) | Pipe Line Oil line | Crane | 31 | 409.10 rods of 4 inch | 11/1/80-10/31/90 | 1,227.30 |
| ✓5287 | Phillips Petroleum Company | Pipe Line Gas line | Upton and Reagan | 2 and 3 | 494.12 rods of 4-1/2 inch | 9/1/80-8/31/90 | 1,729.42 |
| ✓5288 | Phillips Petroleum Company | Pipe Line Gas line | Crockett | 31 | 384.50 rods of 6-5/8 inch | 9/1/80-8/31/90 | 1,345.75 |
| ✓5289 | Phillips Petroleum Company (Renewal of 3178) | Pipe Line Gas line | Andrews | 13 | 410.50 rods of 7 inch | 11/1/80-10/31/90 | 1,231.50 |
| ✓5290 | Phillips Petroleum Company (Renewal of 3180) | Pipe Line Gas line | Crane | 30 and 31 | 1,393.50 rods under 12 inch | 11/1/80-10/31/90 | 4,180.50 |

b. Material Source Permits Nos. 598-602

| No. | Grantee | County | Location | Quantity | Consideration |
|-----|--|----------|----------|-----------------------------------|---------------|
| 598 | State Department of Highways and Public Transportation | Hudspeth | "D" | 592 cubic yards of rock screening | \$ 296.00* |
| 599 | Jones & Sons Dirt Contractors | Andrews | 9 | 750 cubic yards of caliche | 175.00 |
| 600 | Martin C. Lettunich | El Paso | "L" | 1,140 cubic yards of caliche | 570.00 |
| 601 | Reece Albert, Inc. | Reagan | 11 | 400 cubic yards of caliche | 200.00** |
| 602 | Superior Service Co., Inc. | Andrews | 9 | 240 cubic yards of caliche | 200.00** |

*Sale for highway construction, negotiated by the Manager of University Lands, Surface Interests.

c. Flexible Grazing Leases Nos. 64-79

The following grazing leases are for a ten year term in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its June 1979, meeting provided that the lessee carries out the range conservation and/or ranch improvement practices specified in said lease which shall be certified by the Manager of University Lands--Surface Interests. These leases are on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year.

| No. | Lessee | County | Location | Block | Acreage | Period | Minimum Rental Per Acre | Minimum Annual Rental | Semi-Annual Rental |
|-----|---|-----------|----------|----------------------|-----------|---------------------|-------------------------|-----------------------|--------------------|
| 64 | William O. Carter (Partial Renewal of 1121) | Culberson | | 48 | 7,601.63 | 1/1/81- 12/31/90 | \$0.22 | \$ 1,672.36 | \$ 836.18 |
| 65 | Neill Woodward and Burch Woodward (Renewal of 1093) | Pecos | | 21, 22, 23 and 24 | 44,709.23 | 1/1/81 12/31/90 | .43 | 19,224.97 | 9,612.49 |
| 66 | James B. Ratliff, III (Renewal of 1094) | Upton | | 3 and 58 | 7,553.40 | 1/1/81- 12/31/90 | .52 | 3,927.77 | 1,963.89 |

FILE NO.
DOCUMENT NO.
REMARKS

1000

- 70 -

FILE NO.
DOCUMENT NO.
REMARKS

1000

1387

| No. | Lessee | Location | | Acreage | Period | Minimum Rental Per Acre | Minimum Annual Rental | Total Annual Rental |
|---------------|---|---------------------|----------------------|------------|---------------------|-------------------------------|-----------------------------|---------------------------|
| | | County | Block | | | | | |
| 67 | J. E. Baylor, Jr. (Renewal of 1098) | Hudspeth | J, K, L, M and N | 164,601.40 | 1/1/81- 12/31/90 | \$.23 | \$17,858.32 | \$18,991.16 |
| 68 | Bob Childress, Jeffrey K. Sutton and Carmen Childress Sutton (Renewal of 1099) | Crockett | 29 and 30 | 11,929.47 | 1/1/81- 12/31/90 | .86 | 10,259.34 | 5,129.67 |
| 69 | W. A. Wroe (Renewal of 1100) | Terrell | 34 and 35 | 15,606.50 | 1/1/81- 12/31/90 | .58 | 9,051.77 | 4,525.89 |
| 70 | John MacGuire* (Renewal of 1101 & 1123) | Hudspeth | H, I, M and G | 108,442.30 | 1/1/81- 12/31/90 | .23 | 24,941.73 | 12,470.87 |
| 71 | W. A. Childress and J. Frank Childress (Renewal of 1103) | Crockett | 30 | 10,455.66 | 1/1/81- 12/31/90 | .93 | 9,723.75 | 4,861.88 |
| 72 | Walton Poage and George W. Poage, Jr. (Renewal of 1105) | Upton | 1, 2, 3, 4 and 58 | 8,897.70 | 1/1/81- 12/31/90 | .48 | 4,270.90 | 2,135.45 |
| 73 | George W. Poage, Jr. (Renewal of 1106) | Reagan and Upton | 2 and 3 | 4,093.70 | 1/1/81- 12/31/90 | .48 | 1,964.98 | 982.49 |
| 74 | John H. Harper and Sally Harper Elder (Renewal of 1107) | Culberson | 48 | 5,220.16 | 1/1/81- 12/31/90 | .23 | 1,200.64 | 600.32 |

*It is recommended that Grazing Lease #1123 be cancelled in order that it may be combined with FGL #70 in the name of John MacGuire at the request of Lessee (Mr. John MacGuire).

- 71 -

1388

| No. | Lessee | Location | | Acreage | Period | Minimum Rental Per Acre | Minimum Annual Rental | Semi Annual Rental |
|---------------|---|---|------------------------|------------|---------------------|-------------------------------|-----------------------------|--------------------------|
| | | County | Block | | | | | |
| 75 | Arnold P. Scharbauer (Renewal of 1097) | Andrews, Gaines, Martin and Dawson | 6 and 7 | 25,657.23 | 1/1/81- 12/31/90 | \$0.45 | \$11,545.75 | \$ 5,772.88 |
| 76 | Scharbauer Cattle Company (Renewal of 1104) | Andrews and Gaines | 3, 4, 5, 6, 7 and 8 | 80,243.45 | 1/1/81- 12/31/90 | .47 | 37,714.42 | 18,857.21 |
| 77 | Bob Childress, Jeffery K. Sutton and Carmen Childress Sutton (Renewal of 1096) | Terrell | 34 and 35 | 22,624.40 | 1/1/81- 12/31/90 | .58 | 13,122.15 | 6,561.08 |
| 78 | C. Mike Turk (Renewal of 1102) | Terrell | 34 | 551.50 | 1/1/81- 12/31/90 | .58 | 319.87 | 159.94 |
| 79 | Mendiburu and Beard (Renewal of 1108) | Hudspeth | D, E, F and H | 117,143.20 | 1/1/81- 12/31/90 | .23 | 26,942.94 | 13,471.47 |

- 72 -

Board for Lease of Univ. Lands - Clippings

2. Permanent University Fund: Affirmation of Action of Board for Lease of University Lands Pursuant to the 1979 Amendments to Subchapter D of Chapter 66 of the Texas Education Code (Regarding Expenses for Oil and Gas Lease Sales. -- Because of possible overlapping jurisdiction occasioned by the 1979 amendments to Subchapter D of Chapter 66 of the Texas Education Code (the Board for Lease statutes), the Board of Regents affirmed the actions taken by the Board for Lease of University Lands at its meeting on November 21, 1980, as follows:
- E
DOCUMENT
- a. Approved the action of the Board for Lease and appropriated pursuant to that action \$20,000 for the expenses of the 70th Public Auction Sale of Oil and Gas Leases on Permanent University Fund Lands set for March 11, 1981;
 - b. Approved the action of the Board for Lease in the selection of Mr. Blake Moore to be the auctioneer at the 70th Auction Sale of Oil and Gas Leases on Permanent University Fund Lands and approved the action of the Board for Lease in setting his compensation at \$10,000; and
 - c. Approved the action of the Board for Lease in requiring all sight drafts that are used to purchase oil and gas leases be drawn only on member banks of the Federal Reserve Bank System in the following cities, all in Texas: Dallas, El Paso, Fort Worth, Houston, Midland, Odessa, San Antonio and Tyler (This action is intended to avoid the problem of slow collection).

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Arlington: Acceptance of Gift from Mr. and Mrs. Joe Rady and Establishment of the Joe J. Rady Scholarship Fund for Civil Engineering Undergraduate Students. -- Unanimous approval was given to the recommendation of President Nedderman and Chancellor Walker that the gift from Mr. and Mrs. Joe Rady of 300 shares of Southland Royalty Company common stock valued at \$20,475 and the establishment of the Joe J. Rady Scholarship Fund for Civil Engineering Undergraduate Students at U. T. Arlington be accepted. It is understood that the stock is to be sold and the proceeds placed in the Common Trust Fund. G+G
100
2. U. T. Austin: Acceptance of: (a) Bequest from the Estate of Miss Floy Agnew; (b) Gift and Pledge and Establishment of The Richard M. and Helen DeVos Scholarship for Excellence in Communicating the Message of Free Enterprise in the College of Communication; (c) Final report on Bequest from Estate of Morton Brown; and (d) The proposal to establish the John E. Mahler Endowment Fund in Chemistry in the College of Natural Sciences. -- Approval was given to accept President Flawn and Chancellor Walker's recommendation that the following gifts, pledge and/or reports be accepted and endowed funds be established as indicated at The University of Texas at Austin: G+G - Mr + Mrs. Charles L. Strehl
(4) 1000
G+G
 - a. Bequest of thirty percent of the residuary estate of Miss Floy Agnew, deceased, to be used for undesignated scholarships at U. T. Austin

The total value of the estate is in excess of \$500,000.
 Terms of the will as they relate to U. T. Austin are:

"(A) I will and bequeath thirty per cent (sic) (30%) of said net balance and remainder to the Board of Regents of The University of Texas, Austin, Texas, and from this thirty per cent (sic) I direct that a sufficient and substantial amount willed to the Board of Regents of The University of Texas be set up and used to establish two "Floy Agnew Endowed Presidential Scholarships" at The University of Texas at Austin, Texas. The income from this scholarship fund will be used to provide for financial assistance by way of scholarships for deserving students who are pursuing undergraduate work at the University of Texas, Austin, Texas.

(a) Out of the thirty percent (30%) bequeathed to the Board of Regents of the University of Texas, I direct a substantial amount thereof be used to endow the "Floy Agnew Scholarship at the University of Texas, Austin, Texas" and the income from such scholarship fund shall be awarded as a scholarship to deserving freshmen or college transfer students to be selected by the Scholarship Committee of the Office of Student Financial Aid of The University of Texas. The recipient (sic) of any financial assistance from this endowment fund is entitled to have assistance during all of his or her undergraduate years, if the student maintains a satisfactory behavior, remains of good moral character and maintains a satisfactory passing grade average so long as the student needs financial assistance

(b) After the establishment of the three scholarship assistance funds hereinabove set out, I direct that the balance and remainder of the thirty per cent (sic) (30%) willed to the Board of Regents of The University of Texas, Austin, Texas, be turned over to and delivered to the Ex-Students Association of The University of Texas, Austin, Texas, and that Association shall use the amount turned over to it to endow a "Floy Agnew Scholarship" for freshmen at The University of Texas. The Ex-Students Association will select the students who are to receive financial assistance from this fund and the recipient (sic) of such assistance is to receive it conditioned upon him or her maintaining satisfactory grades, having satisfactory behavior, and in the discretion of the Association, if a freshman is selected, receiving financial assistance from this fund, the Association may continue to assist him or her during all of his or her undergraduate years if he or she needs financial assistance.

The Ex-Students Association of the University of Texas may establish more than one of these endowment funds if there is a sufficient amount to allow for such establishment.

(c) It is my will that all these scholarship funds hereinabove referred to will be established and that thereafter the corpus will not be invaded or used, but only the income will be used for the purpose of carrying out the terms of my will and rendering financial assistance to students.

(d) In connection with the division of the thirty (sic) per cent (sic) (30%) willed and bequeathed to the Board of Regents of The University of Texas, the Board of Regents of The University of Texas shall have full authority to determine the amounts of money going into each of these funds that they are to establish and then deliver over the remainder to the Ex-Students Association. It is my hope and wish, in connection therewith, however; that the Ex-Students Association would receive at least one-fifth (1/5) of these funds for its purposes under this will."

- b. \$2,000 gift and \$8,000 pledge from Mr. and Mrs. Charles L. Strehli, Austin, Texas, and establishment of The Richard M. and Helen DeVos Scholarship for Excellence in Communicating the Message of Free Enterprise in the College of Communication at U. T. Austin

The pledge will be paid in annual contributions of \$2,000 for the years 1981 through 1984. Income from the endowment will be used to provide scholarships for undergraduate students with a major in advertising, journalism, radio/television/film, or organization communication. The scholarship will be awarded annually and may not be renewed. The amount of each scholarship will depend on the yield from the invested principal. There will be no restriction as to race, religion, sex, or ethnic origin. The scholarship will be granted by the Dean upon recommendation of a committee which will administer a competitive activity for the scholarship. The activity will promote understanding and awareness of the free enterprise system. The scholarship will be granted in the spring for the following academic year.

The donor is the regional representative for Amway products, and he wishes to establish this scholarship in the name of the president of that company, Richard M. DeVos and his wife Helen.

- c. Report of receipt of final distribution of the residuary estate of Morton Brown accepted by the Board of Regents at its November 11, 1977 meeting (Permanent Minutes, Vol. XXV, page 865.)

The University under the terms of the will of Morton Brown was the remainderman under the terms of a trust at Capital National Bank which was maintained for the benefit of Mr. Brown's sister, Minelma Brown Lockwood. Upon her death on January 4, 1980, the trust terminated and trust assets consisting of a promissory note with a value of \$115,290.82 of which the Morton Brown Estate owned one-half and \$3,499.19 income have been received. The final distribution of \$61,144.60 will be added to the Morton Brown, Nellie Lea Brown and Minelma Brown Lockwood Scholarship Fund in Drama principal account at U. T. Austin. The remaining one-half of the promissory note is held in the Minelma Brown Lockwood Estate of which U. T. Austin is the sole beneficiary. Current scholarship principal fund balance including the total promissory note is \$589,869.40.

- d. Establishment of the John E. Mahler Endowment Fund in Chemistry in the College of Natural Sciences at U. T. Austin

Funding will be provided with current restricted funds as follows: (1) \$5,090 - Mahler Memorial Fund and (2) \$4,910 - Chemistry, Various Donors, for an endowment total of \$10,000. Income from the endowment will be used for a variety of purposes, including bringing outside speakers to the campus.

3. U. T. Austin: Acceptance of (a) Investments from the Trustees of the Littlefield Fund for Southern History and (b) Endowment and Establishment of the George W. Littlefield Professorship in American History. -- Unanimous approval was given to Accept (a) from the Trustees of the Littlefield Fund for Southern History of the Fund's investments, being various corporate bonds and stocks already carried on the University's accounting records at total book value of \$116,000, with complete investment authority under the Regents' policies for trust funds. Present market value of the securities to be transferred is about \$175,000. Responsibility for use of the income will remain with the Trustees; and (b) a transfer of \$200,000 from the Trustees of the Littlefield Fund for Southern History, out of their Reserve for Publications Account, for endowment and establishment of the George W. Littlefield Professorship in American History.

(2) 1000

It was noted that Major George W. Littlefield was formerly a member of the Board of Regents of The University of Texas System and it was also noted that the present Trustees are Peter T. Flawn, Harold W. Billings, Norman D. Brown, Lewis L. Gould and Dorman H. Winfree.

4. U. T. El Paso: Acceptance of (a) Gift and Establishment of the J. W. Miller Memorial Geophysics Endowment Fund and (b) Establishment of The Michael J. Shea Memorial Scholarship Fund. -- Without objection, approval was given to accept:

G+G - Mr. R.O. Anderson

(2) G+G 1000

- a. Gift of \$50,000 from Mr. R. O. Anderson and establishment of the J. W. Miller Memorial Geophysics Endowment Fund

Income will be used for the unrestricted support of research in Geophysics and related earth sciences.

- b. Establishment of The Michael J. Shea Memorial Scholarship Fund to be funded by \$10,814.43 which has been contributed by former students and friends of Michael J. Shea since his death in 1975

The income from the scholarship fund will be used to provide an academic scholarship for an undergraduate student who is majoring in physics or mathematics in the College of Science at U. T. El Paso.

The contributions totaling \$10,814.43 have been reported in the institutional docket during the past several years as received.

G+G - American Petroleum Institute

5. U. T. Permian Basin: Acceptance of Gift and Establishment of the API Sour Crude Scholarship. -- Upon recommendation of President Cardozier and Chancellor Walker and without objection, approval was given to accept gift of \$14,000 from the Permian Basin Chapter of the American Petroleum Institute and the establishment of the API Sour Crude Scholarship at U. T. Permian Basin. Income from the endowment will be used to provide scholarships to students

G+G 1000

pursuing a course of study related to the petroleum industry. Recipients will be chosen by the U. T. Permian Basin Scholarship Committee. Annual earnings in excess of Scholarship awards are to be added to the principal.

It was noted that the members have made this contribution in support of their industry and future generations which will be associated with oil and gas related operations.

G+G - Mr. + Mrs. Richard E. Wainardi
Mrs. Sarah Campbell Blaffer Fdn. Undivided 5% Interest in

6. University Cancer Center: Acceptance of (a) Bequest from the Estate of Mr. Ernest O. Deason, (b) Gift of an Undivided 5% Interest in Greenspoint Palms, Ltd., for the Use of the Pediatrics Program of M.D. Anderson, (c) Final Report on Bequest from the Estate of Lily Reber Hills, and (d) Establishment of the John H. Blaffer Visiting Professorship. -- Unanimous approval was given to accept the bequest, gift, final report on Bequest from the Estate of Lily Reber Hills and establishment of the John H. Blaffer Visiting Professorship

(2) G+G

400

(3) 1000

1000

- a. Bequest of one-half of the residuary estate of Mr. Ernest O. Deason to be used for multiple myeloma research at M. D. Anderson Hospital and Tumor Institute; and approved the proposed cash settlement made by First City National Bank of Houston, Texas, Ruth S. Wells and Charles E. Smith, Co-Independent Executors, with a claimant against the estate of \$13,750. No inventory of the estate has been received. A final report will be made to the Board at a subsequent meeting.

The estimated total value of the estate is approximately \$500,000.

Mr. Ernest O. Deason, a resident of Houston, Texas, died September 7, 1980, and bequeathed one-half of his residuary estate to M. D. Anderson Hospital and Tumor Institute and one-half to Texas Christian University, Fort Worth, Texas. The University Cancer Center has received information from the M. D. Anderson Foundation, by way of the law firm of Fulbright and Jaworski, regarding the bequest to this institution by Mr. E. O. Deason. Through confusion at the First City National Bank Trust Department, who is administering the estate, communication was with the M. D. Anderson Foundation rather than M. D. Anderson Hospital. The Estate Administrative Officer requests the approval of M. D. Anderson Hospital for a settlement that has been made with a potential litigant against the estate of \$13,750 based on a claim against the estate. The Administrator has obtained the approval for this settlement by Texas Christian University, and has also obtained the approval of Fulbright and Jaworski, acting for M. D. Anderson Foundation thinking that the Foundation could act for M. D. Anderson Hospital. The Estate Administrative Officer now realizes his mistake, and is very sorry about it; however, he still needs the approval of M. D. Anderson Hospital for the action.

- b. An undivided 5% interest in Greenspoint Palms, Ltd., valued at \$29,300 from Dr. and Mrs. Richard E. Wainerdi

Proceeds of this gift are to be used for the Pediatrics Program of M. D. Anderson Hospital in memory of Esther Barriga, a former patient of M. D. Anderson.

Greenspoint Palms, Ltd., is a limited partnership set up to own and operate an apartment project which has been sold thereby reducing the assets to a note receivable. The 5% assigned to the University Cancer Center is estimated at \$29,300 which will become available in five to six years.

- c. Report of receipt of final distribution from the Estate of Lily Reber Hills

The University of Texas System Cancer Center has received the final distribution from the estate of Lily Reber Hills of \$1,263.56 for a total of \$45,013.56 plus royalty interest of .0125% and overriding royalty of .0076172% under a 160 acre tract in Stonewall County, Texas. Except for the final distribution, all funds received have been expended in support of various activities prescribed by the will of the deceased.

- d. Establishment of the John H. Blaffer Visiting Professorship

Funds in the amount of \$100,000 are available from a restricted account entitled the Blaffer Foundation Fund for Cancer Research. Income from this endowment will be used to sponsor distinguished scientists as Visiting Professors to spend time at the University Cancer Center and share ideas with the research staff.

In November of 1973 a gift of \$100,000 was made to the University Cancer Center from the Sarah Campbell Blaffer Foundation in memory of Mr. John H. Blaffer, the son of Mrs. Sarah C. Blaffer. This gift was reported to the Board of Regents through the docket for the February 1, 1974 meeting of the Board. An account entitled the "Blaffer Foundation Fund for Cancer Research" was established with this donation and subsequent smaller contributions to the fund by the widow of John Blaffer have brought the present balance up to \$166,863. All subsequent contributions were docketed.

7. University Cancer Center (M. D. Anderson): Name of The Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics Changed to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics. -- Upon recommendation of President LeMaistre and Chancellor Walker and without objection, approval was given to change the name of The Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics at M. D. Anderson of The University of Texas System Cancer Center. Funding of the Chair will be provided by the original bequest of \$333,022.78 plus earnings of \$162,703.67 and a transfer of \$104,273.55 from the Anderson Clinical Faculty Professorship Fund for a total of \$600,000.

(2)
1000

8. U. T. Austin: Acceptance of a Gift of Stock from Ronva and George Kozmetsky and a Matching Grant from Teledyne Corporation for the Benefit of the College of Business Administration and the Graduate School of Business. --At Chancellor Walker's request, this item was not taken up at this meeting. (2) G+G
9. U. T. Austin: Establishment of the Fred H. Moore Professorship in International Management in the Graduate School of Business. --At the request of The Business School Foundation (an external foundation) and upon recommendation of President Flawn and Chancellor Walker, the Fred H. Moore Professorship in International Management in the Graduate School of Business at The University of Texas at Austin was established in accordance with the Regents' Rules and Regulations. This professorship is to be funded by The Business School Foundation and the funds for the professorship will be held in The Business School Foundation. 1000
10. Dallas Health Science Center: Acceptance of 3,135 Shares of Texas Instruments Incorporated Common Stock from Mr. and Mrs. Cecil H. Green for the Cecil H. and Ida Green Center for Reproductive Biology. --Upon recommendation of President Sprague and Chancellor Walker and with deep appreciation, the Land and Investment Committee accepted 3,135 shares of Texas Instruments Incorporated common stock valued at \$440,075.63 from Mr. and Mrs. Cecil H. Green for the benefit of the Cecil H. and Ida Green Center for Reproductive Biology at The University of Texas Health Science Center at Dallas. Proceeds of the sale will be used in accordance with an agreement between the Board of Regents and Cecil H. and Ida M. Green dated January 12, 1978. G+G
1000

It was noted that the Cecil H. and Ida Green Chair in Reproductive Biology Sciences had a balance of \$928,800.41 prior to the addition of \$71,199.59 from this gift for the total of \$1,000,000 endowment as specified in the agreement. The balance of the proceeds from this gift will be added to the Green Center Training Program in Reproductive Biology Sciences which had a balance of \$1,304,473.17 prior to the addition of this gift.

B.

REAL ESTATE MATTERS

To Homer R. Biggerstaff, Jr.

1. U. T. System - Hogg Foundation for Mental Health - Thomas E. Hogg Fund: Oil and Gas Lease Covering 1570.3 Acres in Bandera County, Texas. -- Unanimous approval was given to the recommendation of Chancellor Walker and Vice Chancellor Boyd for an oil and gas lease to Homer R. Biggerstaff, Jr., covering 1570.3 acres in Bandera County as described below: 1000

| Survey No. | Abstract No. | Block | Acres |
|------------|--------------|--------------|--------|
| 28.4 | 2363 | GH&SA RR Co. | 165.69 |
| 39 1/2 | 1919 | GH&SA RR Co. | 403.85 |
| 40 1/4 | 1479 | GH&SA RR Co. | 160.00 |
| 40 1/2 | 1448 | GH&SA RR Co. | 209.42 |
| 28 1/4 | 1466 | GH&SA RR Co. | 203.75 |
| 28.3 | 1759 | GH&SA RR Co. | 80.59 |
| 28.6 | 2086 | GH&SA RR Co. | 347.00 |

This lease provides for a primary term of three years, 1/5 royalty, \$20.00 per acre bonus, and \$5.00 per acre annual delay rentals.

It was noted that the Board of Regents as Trustee of the Hogg Foundation: Thomas E. Hogg Fund owns an undivided 1.05% of the minerals under this tract for a net mineral interest of 16.4882 acres. The nearest production is approximately 55 miles away in Medina County.

- 2. U. T. System - Hogg Foundation for Mental Health - Thomas E. Hogg Fund: Oil and Gas Lease on Undivided Interest in 1876.8 Acres in Jesse Thompson League, Brazoria County, Texas. --
Approval was given to the recommendation of Chancellor Walker and Vice Chancellor Boyd to grant an oil and gas lease to Energy Methods, Inc., covering 1876.8 acres in the Jesse Thompson League, Brazoria County, Texas. The lease provides for a primary term of three years, 1/5 royalty, \$35.00 per acre bonus, and \$10.00 per acre annual delay rentals. The Board of Regents owns an undivided 1/32 interest in the minerals under this tract for a net mineral interest of 58.65 acres.

100%
RECOMMENDATION
MARKS

- 3. U. T. Austin - C. L. Lundell Professorship of Systematic Botany: Sale of Lots 18A, 19A and 19B in Block A of the Hood and Miller Addition to the City of Plano, Collin County, Texas, to Mr. Duaine Appleton. --This item was withdrawn from the agenda.

100%
RECOMMENDATION
MARKS

- 4. U. T. Austin - Tom Slick Memorial Trust: Oil and Gas Lease on Undivided Interest in 177.12 acres in Gaines County, Texas. --
Without objection, approval was given to an oil and gas lease to Riner Exploration Company, covering 177.12 acres, being all of Labor 14, League 294, Lynn County School Land, Gaines County, Texas. The lease provides for a five year primary term, 3/16 royalty, \$50.00 per acre bonus, and \$1.00 per acre annual delay rentals. The Board of Regents owns an undivided 1/16 of 35/354.24 interest in this tract for a net mineral interest of 1.09375 acres.

654.23 Acres in Gaines Co

100%
RECOMMENDATION
MARKS

- 5. U. T. El Paso - Frank B. Cotton Estate: Approval of Request by Border Exploration Company for a Partial Assignment of Oil and Gas Leases Covering 6,400 Acres in Hudspeth and Culberson Counties, Texas. -- Unanimous approval was given to the request by Border Exploration Company for a partial assignment of oil and gas lease covering 6,400 acres as follows:

100%
RECOMMENDATION
MARKS

| <u>Hudspeth County</u> | | | <u>Culberson County</u> | | |
|------------------------|-------|-------|-------------------------|-------|-------|
| Tract No. | Block | Acres | Tract No. | Block | Acres |
| 3 | 3 | 640 | 15 | 2 | 640 |
| 11 | 3 | 640 | 21 | 2 | 640 |
| 13 | 3 | 640 | 23 | 2 | 640 |
| 15 | 3 | 640 | 27 | 2 | 640 |
| 17 | 3 | 640 | 29 | 2 | 640 |

Under the partial assignment, Kriti Exploration, Inc., will receive a 33.33333% interest in the leases; Elf Aquitaine, Inc., will receive a 25% interest; and Sunmark Exploration Company will receive a 16.66667% interest. Border Exploration Company will retain a 25% interest in the leases to be assigned; but the Border Exploration Company, Inc., will be the operating company.

6. U. T. El Paso - Josephine Clardy Fox Estate: Lease to Mr. O. J. Benitez Covering Property at 5010 East Paisano, El Paso, Texas. -- Upon the recommendation of Chancellor Walker and Vice Chancellor Boyd and without objection, approval was given to lease 20,006 square feet of land in Block 42 of the Clardy Fox Addition to the City of El Paso, known as 5010 East Paisano, to Mr. O. J. Benitez. The lease provides for a term of three years, commencing December 1, 1980, and a monthly rental of \$600.00. His most recent lease was for a term of three years at a monthly rental of \$416.66.

7. U. T. El Paso - Josephine Clardy Fox Estate: Lease to Taber Broadcasting Company Covering Property at 5300 El Paso Drive, El Paso, Texas. -- Approval was given to the recommendation of Chancellor Walker and Vice Chancellor Boyd to lease approximately 63,597 square feet of land in the E. Bennett Survey #11, El Paso, Texas, known as 5300 El Paso Drive, to Taber Broadcasting Company for a term of six months commencing December 1, 1980, and at a monthly rental of \$1484.00. Taber requested the six month lease to provide them time to secure approval of a new location from the Federal Communications Commission. Their previous lease, which expired November 30, 1980, provided for a monthly rental of \$700.00.

8. U. T. El Paso - Josephine Clardy Fox Estate: Approval to Rescind Certain Conditions in Previous Approval of Assignment of Ground Leases (5306/5308 and 5310 El Paso Drive, El Paso, Texas) from West Properties, Inc., to New Vistas, Inc., -- Unanimous approval was given to Vice Chancellor Boyd and Chancellor Walker's recommendation to rescind the provision calling for a rental rate of 14 1/2% of the appraised value of the land which was a condition to the previous approval of the assignment of two ground leases at 5306/5308 and 5310 El Paso Drive, El Paso, Texas from West Properties, Inc., to New Vistas, Inc. The conditions providing for the continuing liability under the terms of the lease of West Properties, Inc., and Mr. R. Ken Carpenter of Midland, Texas, and for the reappraisal of the land each five years beginning October 1, 1981, rather than each ten years, would remain unchanged. The rental rate will be 9% of the appraised value, as it is under the original leases.

OTHER MATTERS

PUF and Trust Special Funds: Report of Securities Transactions for Months of August and September 1980. -- The Report of Securities Transactions for the months of August and September 1980 submitted by the Executive Director for Investments and Trusts was mailed to each Regent by Secretary Thedford on November 11, 1980. No comments were received. The report is incorporated in the minutes in the form submitted (Attachment No. 2 following Page HT-16).

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Regent Fly, Vice-Chairman of the Board for Lease of University Lands, reported that the Board for Lease of University Lands had met on November 21, 1980 and had scheduled the 70th Public Auction of Oil and Gas Leases on University Lands for March 11, 1981, in Midland, Texas. He stated that 249 tracts covering 83,328 acres would be offered for sale.

E
UNIVERSITY
LANDS

REPORT OF SPECIAL COMMITTEE

Plano City of - Endowment lands F

U. T. DALLAS: REPORT OF SPECIAL COMMITTEE ON ENDOWMENT LANDS - COLLIN COUNTY, TEXAS (SOLD TO STARWOOD DEVELOPMENT CORPORATION). --At the October 23-24, 1980 meeting, the Board of Regents rejected the bids received on 43.1132 acres of endowment lands located in the City of Plano, Collin County, Texas, for the use and benefit of The University of Texas at Dallas, and authorized a Special Committee on Endowment Lands - Collin County, Texas, composed of Regent Williams, Chairman, Regent Hay and Regent Law to negotiate the sale of these lands at a price equal to or greater than the appraised value.

(244)
Special
warrant
Deed
Commit

Chairman Williams presented the following report of the Special Committee on Endowment Lands - Collin County, Texas, which was adopted by unanimous vote:

Report

The Special Committee on Endowment Lands - Collin County, Texas, met on November 19, 1980, to consider offers for the purchase of 43.1132 acres of endowment lands located in the City of Plano, Collin County, Texas. These offers were the result of negotiations conducted subsequent to the October 23-24, 1980 meeting of the Board of Regents. The Committee voted unanimously to accept the offer by Starwood Development Corporation of \$33,500 per acre cash, and a Contract for Purchase of Real Estate was executed by Chairman Williams on November 25, 1980. The sale is scheduled to close on or before December 25, 1980.

U

Chairman Williams filed the following report of the meeting of the Committee of the Whole which was conducted in open session. The report was adopted without objection:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS TO CHAPTER III, SUBSECTION 1.83 (ACADEMIC TITLES). -- Without objection, Subsection 1.83 of Chapter III of Part One of the Regents' Rules and Regulations was amended to read as follows: B

- 1.83 The following academic titles may also be used within University of Texas System institutions. Tenure cannot be awarded to a person appointed to these ranks and, with the exception of the rank of instructor, academic service within these ranks cannot be counted toward the satisfaction of any required probationary period. Appointments to these titles shall be for a period of time not to exceed one academic year, and, with the exception of the title of instructor, such appointments shall terminate at the expiration of the stated period of appointment without the notification of nonrenewal required by Subsection 6.8 of this Chapter of the Regents' Rules and Regulations. If a component institution determines that it is to the benefit of the institution, it may offer reappointments to these titles.
- (a) Instructor. This title denotes a probationary appointment as a member of an institutional faculty. During the period of probationary appointment to this rank the scholarly competence, teaching performance, and professional promise of the candidate will be evaluated.
 - (b) Lecturer. This title may be used for individuals who will serve as teachers and whose experience and qualifications are comparable to those of faculty members in untenured, tenure-track positions.
 - (c) Senior Lecturer. This title may be used for special teachers who will augment and complement regular teaching faculty and whose experience and qualifications are comparable to those of faculty members in tenured positions.
 - (d) Assistant Instructor or Teaching Associate. These titles may be used interchangeably for (1) certain graduate students teaching on a part-time or full-time basis who are in the last phase of their doctoral programs and who are unconditionally enrolled in graduate study, or (2) persons who, because of the nature of their duties, such as in a laboratory or in a hospital, do not qualify for one of the usual academic titles and do not hold the academic training or professional distinction usually required for attaining tenure positions.
 - (e) Teaching Assistant. This title usually applies to graduate students who are teachers and who are employed on a part-time basis. The only other teaching titles for graduate students are Teaching Associate and Assistant Instructor.

- (f) Faculty Associate. This title may be applied to a person assigned to a research or nonteaching center, institute, or other unit or interdisciplinary program of a component institution.
- (g) Specialist. This title may be used for professional individuals who will serve as practitioners in specific areas of instruction, training or supervision. Upon approval of the institutional head and the Chancellor, the title may carry appropriate descriptive prefixes so as to indicate the specific area of proficiency, e.g. Practice Teaching Specialist, Physical Activity Specialist, Social Work Field Training Specialist.
- (h) In the health components, persons appointed to full-time positions for the primary purpose of research activities, with only incidental teaching or patient care duties, shall be given one of the following titles:
- (1) Research Professor of _____
(title of specialty)
 - (2) Research Associate Professor of _____
(title of specialty)
 - (3) Research Assistant Professor of _____
(title of specialty)
 - (4) Research Instructor in _____
(title of specialty)
- (i) In the health components, and in the general academic institutions with health-related clinical programs, persons appointed to full-time positions for the primary purpose of patient care and other service activities, with only incidental teaching or research duties, shall be given one of the following titles:
- (1) Professor of Clinical _____
(title of specialty)
 - (2) Associate Professor of Clinical _____
(title of specialty)
 - (3) Assistant Professor of Clinical _____
(title of specialty)
 - (4) Instructor in Clinical _____
(title of specialty)

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS TO CHAPTER VIII, SECTION 4 (INSTITUTIONS AND ENTITIES COMPOSING THE SYSTEM). -- Without objection, Chapter VIII of Part One of the Regents' Rules and Regulations was amended by deleting Section 4 and inserting in lieu thereof the following: B

- Sec. 4. Institutions and Entities Composing the System. -- The System is composed of the component institutions and entities set forth below in paragraphs 4.1 et seq.; and such other component institutions and activities as may from time to time be assigned to the governance, control, jurisdiction, or management of the Board of the System. To insure uniformity and consistence of usage throughout the System, the component institutions and their respective entities shall be listed in the following order and the following titles shall be used:

| <u>Full Title</u> | <u>Short Title</u> |
|--|---|
| 4.1 The University of Texas System Board of Regents, including The University of Texas Permanent University Fund | U. T. Board of Regents Permanent University Fund |

- | | | |
|---------|---|---|
| 4.2 | The University of Texas System Administration | U. T. System Admin- istration |
| 4.3 | The University of Texas at Arlington | U. T. Arlington |
| 4.31 | The University of Texas at Arlington School of Archi- tecture and Environmental Design | |
| 4.32 | The University of Texas at Arlington College of Busi- ness Administration | |
| 4.33 | The University of Texas at Arlington College of Engi- neering | |
| 4.34 | The University of Texas at Arlington College of Liberal Arts | |
| 4.35 | The University of Texas at Arlington School of Nursing | |
| 4.36 | The University of Texas at Arlington College of Science | |
| 4.37 | The University of Texas at Arlington Graduate School of Social Work | |
| 4.38 | The University of Texas at Arlington Graduate School | |
| 4.39 | The University of Texas at Arlington Institute of Urban Studies | U. T. Institute of Urban Studies - Arlington |
| 4.4 | The University of Texas at Austin | U. T. Austin |
| 4.41 | The University of Texas at Austin School of Architecture | |
| 4.42 | The University of Texas at Austin College of Liberal Arts | |
| 4.43 | The University of Texas at Austin College of Natural Sciences | |
| 4.44 | The University of Texas at Austin College of Business Administration | |
| 4.45 | The University of Texas at Austin College of Communication | |
| 4.46 | The University of Texas at Austin College of Education | |
| 4.47 | The University of Texas at Austin College of Engineering | |
| 4.48 | The University of Texas at Austin College of Fine Arts | |
| 4.49 | The University of Texas at Austin School of Law | |
| 4.4(10) | The University of Texas at Austin Graduate School of Library and Information Science | |
| 4.4(11) | The University of Texas at Austin School of Nursing | |
| 4.4(12) | The University of Texas at Austin College of Pharmacy | |

- 4.4(13) The University of Texas at
Austin Lyndon B. Johnson
School of Public Affairs
- 4.4(14) The University of Texas at
Austin School of Social Work
- 4.4(15) The University of Texas at
Austin Graduate School
- 4.4(16) The University of Texas at
Austin Marine Science
Institute U. T. Marine Science
Institute
- 4.4(17) The University of Texas at
Austin McDonald Observa-
tory at Mount Locke U. T. McDonald
Observatory
- 4.5 The University of Texas at Dallas U. T. Dallas
- 4.51 The University of Texas at
Dallas School of Arts and
Humanities
- 4.52 The University of Texas at
Dallas School of General
Studies
- 4.53 The University of Texas at
Dallas School of Human
Development
- 4.54 The University of Texas at
Dallas School of Manage-
ment and Administration
- 4.55 The University of Texas at
Dallas School of Natural
Sciences and Mathematics
- 4.56 The University of Texas at
Dallas School of Social
Sciences
- 4.57 The University of Texas at
Dallas Callier Center for
Communication Disorders
- 4.6 The University of Texas at El Paso U. T. El Paso
- 4.61 The University of Texas at
El Paso College of Business
Administration
- 4.62 The University of Texas at
El Paso College of Education
- 4.63 The University of Texas at
El Paso College of Engineering
- 4.64 The University of Texas at
El Paso College of Liberal Arts
- 4.65 The University of Texas at
El Paso College of Nursing
- 4.66 The University of Texas at
El Paso College of Science
- 4.67 The University of Texas at
El Paso Graduate School

- | | |
|--|---|
| 4. (12) The University of Texas Medical Branch at Galveston | U. T. Galveston Medical Branch |
| 4. (12)1 The University of Texas Medical School at Galveston | U. T. Galveston Medical School |
| 4. (12)2 The University of Texas Graduate School of Biomedical Sciences at Galveston | U. T. Galveston G. S. B. S. |
| 4. (12)3 The University of Texas School of Allied Health Sciences at Galveston | U. T. Galveston Allied Health Sciences School |
| 4. (12)4 The University of Texas Marine Biomedical Institute at Galveston | U. T. Marine Biomedical Institute |
| 4. (12)5 The University of Texas Institute for the Medical Humanities at Galveston | U. T. Galveston Medical Humanities Institute |
| 4. (12)6 The University of Texas Hospitals at Galveston | U. T. Galveston Hospitals |
| 4. (12)7 The University of Texas School of Nursing at Galveston | U. T. Galveston Nursing School |
| | |
| 4. (13) The University of Texas Health Science Center at Houston | U. T. Health Science Center - Houston |
| 4. (13)1 The University of Texas Medical School at Houston | U. T. Medical School - Houston |
| 4. (13)2 The University of Texas Dental Branch at Houston | U. T. Dental Branch - Houston |
| 4. (13)3 The University of Texas Graduate School of Biomedical Sciences at Houston | U. T. G. S. B. S. - Houston |
| 4. (13)4 The University of Texas School of Allied Health Sciences at Houston | U. T. Allied Health Sciences School - Houston |
| 4. (13)5 The University of Texas School of Public Health at Houston | U. T. Public Health School - Houston |
| 4. (13)6 The University of Texas Speech and Hearing Institute at Houston | U. T. Speech and Hearing Institute - Houston |
| 4. (13)7 The University of Texas School of Nursing at Houston | U. T. Nursing School - Houston |
| | |
| 4. (14) The University of Texas Health Science Center at San Antonio | U. T. Health Science Center - San Antonio |
| 4. (14)1 The University of Texas Medical School at San Antonio | U. T. Medical School - San Antonio |
| 4. (14)2 The University of Texas Dental School at San Antonio | U. T. Dental School - San Antonio |
| 4. (14)3 The University of Texas Graduate School of Biomedical Sciences at San Antonio | U. T. G. S. B. S. - San Antonio |

- | | |
|---|---|
| 4.(14)4 The University of Texas School of Allied Health Sciences at San Antonio | U. T. Allied Health Sciences School - San Antonio |
| 4.(14)5 The University of Texas School of Nursing at San Antonio | U. T. Nursing School - San Antonio |
| 4.(15) The University of Texas System Cancer Center | U. T. Cancer Center |
| 4.(15)1 The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston | U. T. M. D. Anderson Hospital |
| 4.(15)2 The University of Texas Science Park | U. T. Science Park |
| 4.(16) The University of Texas Health Center at Tyler | U. T. Health Center - Tyler |
| 4.(17) The University of Texas System Bauer House | U. T. Bauer House |

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO CHAPTER III, SUBSECTION 10.442. --Approval was given to amend the first paragraph and subparagraphs (a) and (b) of Subsection 10.442 of Chapter III of Part Two of the Regents' Rules and Regulations to read as follows: 13

- 10.442 Gifts, Grants, Designated and Auxiliary Enterprise Funds. --Reimbursement of travel expenses paid from Gifts, Grants, Designated and Auxiliary Enterprise Funds will be as follows:
- (a) For grants from or derived from Federal or State agencies, travel allowances shall be paid as specified in the foregoing provisions.
 - (b) For other gifts, grants, designated, or auxiliary enterprise funds, travel allowances may be for actual expenses for meals and lodging not to exceed \$70 per day. The transportation allowances will be as specified in the foregoing provisions.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, APARTMENT REVENUE BONDS, SERIES 1981. IN THE APPROXIMATE AMOUNT OF \$14,750,000: AUTHORIZATION TO PLACE WITH TEXAS BANKS; APPOINTMENT OF McCALL, PARKHURST AND HORTON BOND COUNSEL AND ROTAN MOSLE BOND CONSULTANT; AND ESTABLISHMENT OF ACCOUNT FOR MISCELLANEOUS COSTS. --Without objection, authorization was given: 100

1. To place with Texas Banks Board of Regents of The University of Texas System, The University of Texas Health Science Center at Houston, Apartment Revenue Bonds, Series 1981, in the approximate amount of \$14,750,000, for the purpose of construction of student/faculty apartments at the Houston Health Science Center

2. To appoint McCall, Parkhurst and Horton as Bond Counsel and Rotan Mosle as Bond Consultant
3. To establish an account out of bond proceeds to provide for interest during construction, prefunding the bond reserve fund and interest and sinking fund and to pay miscellaneous costs relating to the issuance and sale of the bonds

Airplane

U. T. SYSTEM: REVISED RULES AND REGULATIONS (POLICY) REGARDING THE USE AND OPERATION OF THE UNIVERSITY AIRCRAFT (BEECHCRAFT KING AIR N9050V) AND CHARTERED AIRCRAFT. --
 Upon the recommendation of Chancellor Walker, the rules and regulations regarding the use and operation of The University of Texas System Aircraft (Beechcraft King Air N9050V) and Chartered Aircraft as adopted on December 12, 1969, and amended on September 11, 1972, were revised as set out below:

Rules and Regulations Regarding the Use and Operation of the University Aircraft and Chartered Aircraft

I. Use of The University of Texas System Aircraft

- A. The UT System aircraft-N9050V or any aircraft chartered will be used only in the conduct of official University business; and except in circumstances deemed by the Chairman of the Board or the Chancellor to constitute an emergency, the person who makes application for the use of the aircraft must be aboard the aircraft or the trip will be cancelled.
- B. If the UT aircraft makes a flight in the conduct of official University business, others not on official University business may occupy seats that would otherwise be empty as long as the official business for which the trip is scheduled is not adversely affected thereby and provided the priority person to whom the aircraft is assigned approves.
- C. The UT aircraft will be used only when the official business of the University cannot be conducted as well or more economically through the use of regularly scheduled commercial aircraft. For example, it is appropriate to use the aircraft when reservations on regularly scheduled commercial aircraft are not available or when the schedules on regularly scheduled commercial aircraft will not permit the trip to be made in an efficient and timely manner.
- D. Requests for use of the UT aircraft and charter flights by members of the Board of Regents will generally be arranged through the Secretary to the Board. Chartered aircraft flights will be provided Regents when the University aircraft is not available. If circumstances occur that require flight arrangements for Board members to be made through the Chancellor or his designee, the Board Secretary will be advised of such arrangements by copy of the completed flight reservation form.
- E. Except for requests by the Regents, all flights of UT aircraft N9050V or requests for chartered flights will be requested from and approved in advance by the Chancellor or his designee. Up until 24 hours before the flight is scheduled to begin, requests for the use of N9050V will be approved upon the following order of priority:
 1. Chairman of the Board of Regents
 2. Vice-Chairman of the Board of Regents

3. Members of the Board of Regents (in order of request)
 4. Chancellor
 5. Vice-Chancellors and other Executive Staff (in order of request)
 6. Institutional Heads (in order of request)
 7. Other officers and staff of System Administration (in order of request)
 8. Other faculty and staff personnel of the component institutions (in order of request)
- F. If more than one of the priority persons listed above requests the use of N9050V more than 24 hours before the flight is scheduled to begin, the Chancellor or his designee will assign N9050V to the person with the highest priority, and will, insofar as necessary and practicable, provide chartered aircraft for the use of the person or persons with the lower priority if scheduled commercial aircraft will not permit the trip.
- G. During the 24-hour period prior to the beginning of a flight, if N9050V has not been previously scheduled, the Chancellor or his designee will assign N9050V to any person on the priority list on a first-come first-served basis without regard to the order of priority.
- H. During the 24-hour period prior to the beginning of a flight, if N9050V has been previously scheduled and an additional request for its use is made by a person on the priority list, the Chancellor or his designee will, insofar as necessary and practicable, provide a chartered aircraft for the use of the person making the subsequent request.
- I. If a N9050V flight that is scheduled before the beginning of the 24-hour period is cancelled, insofar as practicable, the Chancellor or his designee will assign the aircraft to the person requesting the aircraft that is next in order of priority. If a N9050V flight that is scheduled during the 24-hour period is cancelled, the Chancellor or his designee will assign the aircraft to the next person requesting it on a first-come first-served basis without regard to the order of priority.
- J. Use of N9050V by other state officials and state personnel on official state business will be authorized by the Chancellor or his designee on a space available and first-come first-served basis after the individuals on the priority list indicated in Section I-(E) above.
- K. The pilots of N9050V will report to and act under the direction of the Chancellor or his designee. Except as may be requested or directed by a Regent, only the Chancellor or his designee will direct the pilots as to the flights they will fly or make. If it becomes either necessary or desirable for an approved flight plan to be substantially changed from the flight plan that has been approved by the Chancellor or his designee, except in circumstances deemed to constitute an emergency by pilot and the priority person to whom the aircraft is assigned, prior approval of the change must be obtained from the Chancellor or his designee. All passengers must be approved by the priority person to whom the aircraft is assigned.
- L. Charges to the component institutions for use of N9050V are as follows:
1. Cost per flying hour, when applicable, is to be determined semiannually and approved by the Chancellor or his designee.
 2. Per diem and expenses (per state travel rules and regulations) for two pilots.
- M. It is the intent of these procedures that maximum orderly and efficient use of N9050V will be made in the conduct of the University's official business and that N9050V will be available for the widest practicable use by the proper persons included in the priority group.

II. Operation of the University Aircraft

- A. The University aircraft will and must be operated at all times in accordance with the provisions of the Federal Aviation Agency approved flight manual and the University Flight Operations Procedures which is in consonance with the Federal Aviation Act (as amended) and Civil Air Regulations.
- B. Under Federal Regulations, the pilot of any aircraft is responsible for and is the final authority as to the flight operation of that aircraft. All decisions concerning the flight itself will rest solely with the pilot. However, the pilot should keep the priority person informed.
- C. It shall be the policy of operations for aircraft and charters that two (2) pilots be on board for each scheduled flight, unless otherwise authorized by the Chancellor or his designee and the priority person to whom the aircraft is assigned.

III. Record Keeping and Reports - University Aircraft

A. Reservations

All flight reservations for N9050V shall be entered on a UT System Aircraft Reservation form which should include, be not necessarily be limited to:

1. Departure/estimated arrival, date, time and place
2. Name of each passenger
3. Destination(s) including intermediate stops
4. Purpose of trip for each passenger

B. Flight Reports

For each flight the pilot will complete a Flight Report showing the following:

1. Flight number and duration
2. Date
3. Aircraft number
4. Flight plan
5. Destination and intermediate stops of flight
6. Name of pilot and co-pilot
7. Passenger information:
 - (a) Name of each passenger
 - (b) Title
 - (c) Department
 - (d) Institution

IV. Record Keeping and Reports - Chartered Aircraft

The forms used for UT System Aircraft reservations shall also be used for all charter flights arranged by the Chancellor or his designee. The approved reservation request shall serve as the official record of all such charter flights.

System + Panhellenic Housing Agreements (2)
 U. T. ARLINGTON: APPROVAL OF COVENANTS OF COMMON USE AND BUILDING RESTRICTIONS IN CONNECTION WITH CONSTRUCTION OF ZETA TAU ALPHA SORORITY HOUSE.--In compliance with a request from the Dallas Federal Savings and Loan Association that approval be given to the Covenants of Common Use and Building Restrictions in connection with the construction of the Zeta Tau Alpha Sorority House at The University of Texas at Arlington, the Board approved the Covenants of Common Use and Building Restrictions as set out on Pages 93 - 109.

COVENANTS OF
COMMON USE AND BUILDING RESTRICTIONS

STATE OF TEXAS I
COUNTY OF TARRANT I

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter called "LESSOR"), is the owner of that certain tract of land situated in the City of Arlington, Tarrant County, Texas, said tract being more particularly described on the attached Exhibit 1, upon which LESSOR has granted a leasehold estate to Zeta Sigma House Corporation in accordance with lease agreement, copy of which is attached hereto as Exhibit 2; and

WHEREAS, LESSOR owns certain adjacent property shown on the attached Exhibit 3; and

WHEREAS, LESSOR desires to induce Dallas Federal Savings and Loan Association to lend the sum of ONE-HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) upon the leasehold estate held by Zeta Sigma House Corporation of Zeta Tau Alpha on the property described on Exhibit 1 and Dallas Federal has requested that certain non-exclusive use and building restrictions be placed against the portions of said property described on Exhibit 3 for the use and benefit of the Exhibit 1 described property for the duration of the existing leasehold estate; and

WHEREAS, LESSOR desires, by virtue of this instrument, to place said non-exclusive restrictions against such portions of said property owned by LESSOR and described on Exhibit 3 attached hereto and encumber said land for the specified use and benefit of ingress, egress and parking for the tract of land described on Exhibit 1 hereto;

W I T N E S S E T H :

NOW, THEREFORE, for the specific consideration mentioned above, which consideration is acknowledged to be valuable, the

following covenants of common use and restrictions on said property described on Exhibit 3 hereto:

1. LESSOR does hereby encumber its title and grant to all lessees and sublessees of the tract of land described on Exhibit 1, their patrons, employees, agents, licensees and invitees the right to use the property described on Exhibit 3 hereto for the purpose of vehicular and pedestrian traffic for ingress, egress and parking to, from and upon the Exhibit 1 tract. Such rights of access and use shall be non-exclusive and shall be in common with the owner, its employees, agents, invitees, licensees, other lessees, and with all of the other classes of parties specified herein. The non-exclusive rights of access, ingress and egress, use and parking granted hereunder shall apply only to those persons, firms, corporations and associations which, from time to time during the term of this agreement, are lessees and sublessees of said Exhibit 1 property, together with the patrons, employees, agents, and invitees of such lessees and sublessees of said tract and their successors in interest and assigns.

2. LESSOR further agrees that no buildings, barriers, fences, structures of a permanent nature, or other permanent obstructions of any kind will be permitted to be erected or maintained on or across said property described on Exhibit 3 throughout the term of this agreement; and LESSOR agrees that such areas shall be kept free and clear of all such obstructions of a permanent nature.

3. The restrictions and covenants contained herein shall be binding upon LESSOR and shall inure to the benefit of the parties specified herein, their legal representatives, successors and assigns; and each such covenant shall be considered to run the land and to be valid in full force and effect until such time as the leasehold estate on the property described on Exhibit 1 provided for in the Lease Agreement (Exhibit 2 hereto) terminates. These covenants running with the land and burdening the property described on Exhibit 3 shall continue for the entire term of the lease including all exercised options.

IN WITNESS WHEREOF, the undersigned LESSOR has executed these premises, acting herein by and through its Chairman, on this the _____ day of _____, 1980.

LESSOR:

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Chairman

Approved as to Content:

Approved as to Form:


Chancellor


University Attorney

EXHIBIT 1

TO COMMON USE AND BUILDING RESTRICTIONS

BEING a tract of land in the Owen Medlin Survey, City of Arlington, Tarrant County, Texas, said tract of land consisting of parts of Lots 1 and 3 of the Darrah Addition, the plat of the said Darrah Addition being recorded in Volume 1383, Page 318, of the Deed Records of Tarrant County, Texas; and also being what is called Lot 4 of GREEK ROW, a block of building lots designated by The University of Texas at Arlington; and being more particularly described as follows:

BEGINNING at a point in the Western boundary of the said Lot 3, the said point being N 0° 02' W, 10.4 feet from an iron rod at the Southwest corner of said Lot 3;

THENCE continuing N 0° 02' W along the Western Boundary of said Lot 3 a distance of 18.6 feet; thence N 8° 49' E, 121.9 feet to a point for corner, said corner being the Northwest corner of said Lot 3;

THENCE N 88° 34' E, 146.1 feet to a point for corner, said point being in the North line of said Lot 2, and being N 88° 34' E, 42.7 feet from the Northwest corner of said Lot 3;

THENCE S 0° 13' E, 142.1 feet to a point for corner;

THENCE S 89° 47' W a distance of 43.3 feet to a point in the East line of said Lot 3, said point being N 0° 02' E, 8.4 feet from the Southeast corner of said Lot 3;

THENCE continuing S 89° 47' W for a total distance of 165.3 feet to the place of beginning.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of the University of Texas at Arlington, located in the City of Arlington, Texas, hereinafter referred to as "LESSOR" and _____, a private corporation duly incorporated under and existing by virtue of the laws of the State of Texas, with its principal place of business located in the City of Arlington, Texas, hereinafter referred to as "LESSEE";

W I T N E S S E T H :

1. Lease of Premises: LESSOR, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by LESSEE, does hereby lease and demise to LESSEE, and LESSEE does hereby rent and accept from LESSOR, that real property, referred to hereinafter as "leased premises" and more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes; to have and to hold the leased premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining thereto.

2. Lease Term: This lease shall be for a term and period of fifty (50) years, commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, subject, however, to earlier termination as hereinafter provided. LESSEE shall have the option to extend this lease for two (2) additional periods of twenty (20) years each after the end of the primary period. If LESSEE shall hold over after the expiration or termination of the lease term, such tenancy shall be from month to month, on the terms, covenants, and conditions of this lease. At any time between the end of the twelfth month and the beginning of the twenty-fourth month hereof, LESSEE shall have the option of terminating this lease by giving notice in writing to LESSOR as hereinafter provided at least thirty (30) days prior to the date of termination. In that event, rental shall be prorated to date of termination.

LESSOR shall provide, at its own expense and keep in force during the term of this lease, with such insurance companies as LESSEE shall select and LESSOR shall approve, liability insurance protecting LESSOR and LESSEE, in amounts to be proposed by LESSEE and approved by LESSOR, against any liability to employees of LESSEE or any other persons, arising out of the occupation and use of the leased premises. Similar liability and property damage insurance shall be obtained by LESSEE, with such insurance companies as LESSEE shall select and LESSOR shall approve, for any demolition, excavation, and construction work, when in progress on the premises. LESSEE shall furnish LESSOR with copies of all insurance policies required by this Agreement. LESSOR shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from LESSEE's use of the leased premises or any part thereof. LESSEE hereby agrees to indemnify and hold LESSOR entirely free and harmless from all liability for any loss, damage, or injury to persons or property during the lease term, and from all costs and expenses arising therefrom.

5. Use of Premises: LESSEE shall have the right to use the leased premises, and any improvements thereon, solely for the purpose of a fraternity or sorority chapter house and not for any other purpose, except in the event of foreclosure by mortgagee, as hereinafter provided. LESSEE's use and occupancy shall be limited to the active members and the alumni of the existing _____

_____ Chapter of LESSEE, to the guests of members of said Chapter and, during the summer months only, to any person who shall at such time of occupancy be duly enrolled and in attendance as a student at LESSOR's educational institution at Arlington, Texas.

6. Construction; Maintenance; Repair: (A) LESSEE shall have the right, at any time and from time to time during the term of this lease, to erect, maintain, alter, reconstruct, build and replace any improvements on the leased premises, subject to the following general conditions: (1) The cost of any such improvements shall be borne and paid for solely by LESSEE; (2) The building to be constructed on the leased premises shall be of a principal size of a minimum of 3,000 square feet and shall be capable of being remodeled to a minimum of

shall, at all times, be free of all liens and, should any such liens affect to the property, LESSEE shall promptly give notice thereof in writing to LESSOR, and LESSEE shall take all steps which are necessary to have such liens removed and to protect the subject property from loss because of such liens. Should LESSEE fail to diligently take such actions, LESSOR may, but shall not be obligated to, itself take whatever action it deems necessary, and any and all expense and payments necessitated therefor shall be promptly reimbursed by LESSEE; and, (4) LESSOR shall be notified in advance of the time for commencement of any construction work.

3) No structure or other improvement shall be constructed or maintained upon the leased premises without prior written approval thereof by LESSOR, which approval shall not be unreasonably withheld. LESSEE shall, at its own expense, cause to be prepared all plans and specifications for any new construction or improvements and same shall be submitted to LESSOR for approval. Promptly following receipt thereof, LESSOR shall review and either approve the plans or require changes to be made in conformity with the restrictions and limitations imposed by this lease. LESSOR's approval of plans and specifications refer to reasonable conformity thereof to the LESSEE's general architectural plan for the leased premises, said plan to be developed in consultation with and subject to approval by LESSOR; provided, however, LESSOR's approval shall not be any assumption of liability or responsibility for such plans and specifications or for any construction, use, or activity thereunder. LESSEE shall, at its sole cost and expense, keep and maintain all buildings and improvements on the leased premises in a good state of appearance and repair, reasonable wear and tear excepted, for and during the term of this lease. In the event the buildings or improvements on the leased premises are in any manner damaged, regardless of the extent thereof, LESSEE shall forthwith proceed with plans for repair and shall, in any event, within one year commence the actual work of repair, reconstruction, or replacement and proceed with the same with reasonable diligence to restore such improvements to substantially the same condition as existed prior to the damage, subject to the provisions of Paragraph Thirteen below.

LESSOR shall not be deemed to have mortgaged its leasehold estate to the lender for the purpose of securing financing for the construction of improvements, without the necessity of securing LESSOR's prior approval. However, LESSEE shall give LESSOR prompt notice of the details of such financing arrangements, as to both interim and permanent lending, including without limitation, the name of each lender, the amount and terms of repayment of each loan, the rate of interest to be charged on each loan, and shall furnish certified or conformed copies of each document which affixes or purports to affix any sort of lien upon the leasehold estate.

(II) LESSOR agrees, when notified in the form and manner hereinafter set forth of the existence of a mortgage of the leasehold estate, to give notice to such mortgagee of any event of default of the LESSEE under the terms and provisions of this lease agreement. This obligation shall extend to each assignee of or successor to the mortgagee's interest, provided that proper notice of such assignment or transfer of interest has been given to LESSOR under the notice provisions herein; and, provided further that LESSOR's obligation shall be limited to the giving of one such notice only, that being to the last such assignee or successor in interest of whom LESSOR has been given proper notice.

Mortgagee, its successor or assign, shall have sixty (60) days after the date of the notice of default in which to cure the default, without forfeiture of the leasehold estate, if not so cured, this lease shall automatically terminate as of 11:59 P. M. on the sixtieth day after the date notice is given. Should mortgagee, its successor or assign, cure the event of default within the time provided, there shall be no interruption of the period hereof. Should mortgagee, its successor or assign, enter upon the leased premises and take possession of the improvements, it shall thereafter be deemed to be the lessee, subject to all the terms and provisions of this lease, until such time as it shall sublease or assign the premises in accordance with Paragraph Eight hereof.

... shall be construed as... interest and estate to any interest of LESSEE, or to any mortgagee of the leasehold estate, it being understood that LESSOR's interest shall, at all times, remain paramount. This shall not prevent any mortgagee from exercising any and all rights which it may have, by law or by agreement with LESSEE, against the leasehold estate or against any separate property of LESSEE.

2. Ownership of Improvements: It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained on the leased premises shall be the property of LESSEE during the remaining term of this lease; however, once finally erected, they may not be removed except upon written agreement of LESSOR. Upon termination hereof, all such improvements shall become the property of LESSOR.

3. Assignment; Sublease; Encumbrances: If, at any time during the term of this lease, LESSEE shall, for good cause, terminate its fraternity or sorority chapter activities on the leased premises or, should LESSEE's mortgagee, upon default, enter upon the premises and succeed to LESSEE's position hereunder, then in either event the party in possession shall have the right, without LESSOR's prior consent, but only after proper notice to LESSOR, to sublease or assign the leasehold estate, with improvements, to an individual, entity, or group falling within one of the following classifications:

- A. A chapter of a fraternity or sorority which has been admitted to the campus of The University of Texas at Arlington;
- B. A student or group of students of The University of Texas at Arlington who are in good academic standing (such assignment or sublease to continue in effect only for so long as student or students maintain good academic standing), and;
- C. A member or members of the faculty or staff of The University of Texas at Arlington.

... or to sublease or assign the leased premises to any person other than the one named within the classes enumerated herein, it shall be necessary that it first secure the written consent of LESSOR. Failure to comply with the provisions of this Paragraph shall be considered an event of default.

9. Compliance with Law: All buildings, fixtures, and improvements presently existing, or to be constructed or reconstructed on the leased premises, and all uses by LESSEE thereon, shall be in compliance with any and all valid and applicable laws, regulations, and ordinances of any governmental authority having jurisdiction over the leased premises. In the event of any violations of this provision, upon due notice to LESSEE in writing, LESSOR may then proceed forthwith to adjudge and determine that LESSEE is in violation of such laws, rules, and regulations and, upon such determination, LESSOR may thereafter either suspend LESSEE's right to use and occupy the leased premises, pursuant to such terms and conditions as LESSOR may require, or LESSOR may terminate this lease in accordance with its terms.

10. Termination Upon Default: Should LESSEE default in the performance of any covenant, condition, or agreement in this lease, including any violation set forth in Paragraph Nine above, and should such default not be corrected within sixty (60) days after notice to LESSEE or its mortgagee of such default, from LESSOR, this lease shall thereupon cease and end as if said termination day were the date fixed by this lease for expiration of the term herein. Any termination shall not relieve LESSEE from the payment of any sum that shall then be due and payable to LESSOR hereunder, or any claims for damages then or theretofore accruing against LESSEE hereunder. Any such termination shall not prevent LESSOR from enforcing the payment of any sums or claims for damages by any remedy provided by law, or from recovering damages from LESSEE for any default hereunder. All rights, options, and remedies of LESSOR contained in this lease shall be construed to be and shall be cumulative, and no one of them shall be exclusive of the other. LESSOR shall accordingly have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver

... shall be construed to be, nor shall any such waiver be construed as a waiver of any succeeding or preceding breach of the covenants, conditions, or restrictions herein contained.

11. Warranties and Options: LESSOR warrants and represents that it is the owner, as a matter of law, of the leased premises, subject to the covenants, conditions, restrictions, easements, and other matters of record. LESSOR covenants and agrees that LESSEE, on prompt payment of the rent and other charges herein provided, and upon observing and keeping the covenants, conditions, and terms of this lease, shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease. LESSEE shall have continual access to the leased premises by existing and or by replacement thoroughfares.

12. Limitation on Indebtedness; Purchase by Lessor: Should LESSEE elect to mortgage its leasehold estate for the purpose of financing construction, as provided in Paragraph Six (C) (I) above, the aggregate amount of all liens and encumbrances against such leasehold estate and improvements, whether voluntary or involuntary, shall never exceed seventy percent (70%) of the actual construction cost of such improvements.

If, at any time during the term of this lease, LESSEE should cease to exist as a local chapter of its fraternity or sorority, and should it not desire to assign or sublease its interest as provided in Paragraph Eight hereof, LESSOR may, but shall never be obligated to, purchase LESSEE's leasehold estate and the improvements thereon. The purchase price shall be the lesser of seventy percent (70%) of the actual then current fair market value of said improvements as determined by an appraiser holding the designation M.A.I. or its then equivalent, less any liens which may then exist against such property. LESSOR may either purchase such estate subject to said indebtedness or, liquidate such balance at closing net of any prepayment penalties, at its option.

13. Condemnation: In the event any part of the leased premises shall at any time during the term hereof be taken by condemnation, LESSEE may, at its option, by written notice to LESSOR and to LESSEE's

... following a final judgment of condemnation, terminate this lease without further liability to LESSOR. That part of the final judgment or award of damages for such condemnation, which is attributable to the real property, shall be allocated and paid over to LESSOR, with the remainder to be allocated and paid over to LESSEE and its mortgagee.

14. Purchase by Lessee: Should LESSOR at any time during the term of this lease desire to sell the subject property, LESSEE shall be given a right of first refusal to purchase such property for its then current fair market value, as determined by an appraiser holding the designation M.A.I. or its then equivalent. This right, however, shall only prevail to the extent permitted by law.

15. General Protective Provisions: LESSEE shall permit LESSOR to enter on the leased premises for inspection purposes, for determination of LESSEE's compliance with this lease, or for showing the premises to prospective lessees or purchasers. In the event the undertaking herein contained is delayed by reason of force majeure, which shall be and include any circumstances beyond LESSEE's control or the control of any party obligated or permitted under the terms hereof to do or perform the same, each such party shall be excused from doing or performing the same during the period of such delay. The relationship between LESSOR and LESSEE, at all times, shall remain solely that of landlord and tenant, as defined by this lease and applicable rules, regulations, and provisions declaring LESSOR's authority, and this lease shall not be a partnership, joint venture, or other undertaking.

16. Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, where permitted by this Agreement, assignees and sublessees. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties established hereunder are performable in Tarrant County, Texas. In the event one or more provisions herein contained shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other portion of this Agreement. This Agreement is the sole and only agreement

the parties hereto and supersede any prior undertakings or agreements between the parties. No amendment, modification, or alteration of the terms of this lease agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are granted hereunder in addition to any and all other rights the parties may have as a matter of law. In the event of breach of any of the terms of this Agreement, whereby the party not in default employs attorneys to protect or enforce its rights hereunder, then the defaulting party agrees to pay the other party such reasonable attorney's fees and expenses so incurred by the other party, subject to court approval. It is further stipulated that time is of the essence under this Agreement. LESSOR shall, from time to time, execute and deliver to LESSEE such other documents as LESSEE may reasonably request, approving, ratifying, and continuing this lease and the leasehold estate hereby established, and shall certify that same is in full force and effect, provided that if any default on the part of LESSEE does exist, LESSOR shall specify in said certificate each such default.

17. Notices: All notices, demands, or requests from a party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or at the time of mailing. All notices to LESSOR shall be given to LESSOR at _____, or at such other address as LESSOR may request in writing. All notices to LESSEE shall be given to LESSEE at _____, or at such other address as LESSEE may request in writing.

This deed has been duly executed by the parties, as stated
and is effective on the date and year first above written.

LESSOR:

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
Chairman

Approved as to Content:

Approved as to Form:

Chancellor

University Attorney

ATTEST:

LESSEE:

By: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, Chairman of the Board of Regents of The University of Texas System, 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 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 said 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 _____, A. D., 19 _____.

Notary Public in and for
Travis County, Texas

STATE OF TEXAS I
 I
COUNTY OF TARRANT I

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of _____ a corporation, 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 and deed of _____ and that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A. D., 19 _____.

Notary Public in and for
Tarrant County, Texas

EXHIBIT 3

DREXEL ROW PARKING LOT

BEING a parcel of land a part of the Darran Addition and a part of Block 1 of the Morgan Addition in the City of Arlington, Tarrant County, Texas, being described by metes and bounds as follows:

BEGINNING at a point at the back of the curb line of South Davis, proceed S 89° 40' W, 185 ft. to a starting point being the South West corner of said lot:

THENCE N 00° 13' 20" W, 300 ft. to the North West corner;

THENCE N 89° 46' 40" E, 230 ft. to the North East corner;

THENCE S 00° 13' 20" E, 151 ft. to a point;

THENCE S 89° 46' 40" W, 124 ft. to a point;

THENCE S 00° 13' 20" E, 149 ft. to a point on the curb line;

THENCE S 89° 46' 40" W, 106 ft. to the place of beginning.

U. T. SAN ANTONIO: ACCEPTANCE OF GIFT (FIFTY-TWO READING BILLS OF THE CONGRESS OF THE UNITED STATES) FROM MRS. RUBY PEACE TO BE ADDED TO THE JOHN PEACE COLLECTION. --Approval was given to accept from Mrs. Ruby Peace, wife of former Regent and Chairman John Peace, fifty-two Reading Bills of the Congress of the United States covering the period 1839 to 1849 to be added to the library materials of the John Peace Collection at The University of Texas at San Antonio. These Reading Bills relate primarily to Texas matters including the admission of the State of Texas into the Union, and the appraised value of these library materials is \$35,000. Gtg

Chairman Williams expressed genuine appreciation to Mrs. Peace for this contribution.

UCC: Ashbel Smith Professors UTS:

UNIVERSITY CANCER CENTER: NONENDOWED PROFESSORSHIPS NAMED ASHBEL SMITH PROFESSORSHIPS. -- Upon the recommendation of President LeMaistre and Chancellor Walker and without objection, the five nonendowed professorships previously established at The University of Texas System Cancer Center were named the Ashbel Smith Professorships. All appointees to these professorships shall meet the criteria approved when the professorships were established by the Board of Regents on April 11, 1980 and shall have the prior approval of the Board. 0
20

See Page 63 for appointments to these nonendowed professorships.

MEETINGS OF THE BOARD

SCHEDULED MEETING, JANUARY 6, 1981. -- Chairman Williams announced there would be a meeting of the Board of Regents held on January 6, 1981, at 10:00 a. m. for the purpose of conducting an executive session. I

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION (Pages 110-112)

Chairman Williams reported that the Committee of the Whole met in Executive Session on Thursday afternoon (December 11) following the meeting of the Buildings and Grounds Committee and also on Friday morning following the meeting of the Committee of the Whole in Open Session (10:50 a. m.) to discuss matters in accordance with Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes: Litigation, Land Acquisition and Personnel Matters. Action was then taken on the following:

U. T. SYSTEM - HOGG FOUNDATION FOR MENTAL HEALTH - WILL C., THOMAS E., IMA AND MIKE HOGG FUNDS: AUTHORIZATION TO SELL LAND IN BLOCK 69, S.S.B.B., HOUSTON, HARRIS COUNTY, TEXAS,

Sold TO MR. CHARLES C. WEBB. -- Upon motion duly made and seconded and without objection, authorization was given to sell approximately 1,940 square feet in Block 69, S.S.B.B., Houston, Harris County, Texas (U. T. System - Hogg Foundation for Mental Health - Will C., Thomas E., Ima and Mike Hogg Funds), to Mr. Charles C. Webb, Trustee, at a purchase price of \$190,000 cash, net to the Board of Regents. After this sale, the Board of Regents will retain approximately 23,100 square feet in Block 69. 1000

BOARD OF REGENTS: RESOLUTION REGARDING EQUAL EDUCATIONAL OPPORTUNITY - Regent Hay⁴ was recognized and commented that the Board of Regents has a policy to operate The University of Texas System on a totally desegregated basis with regard to race, color, religion, sex, national origin, or handicap. He proposed that the Board reaffirm that policy and read a draft resolution which in final form reads as follows:

RESOLUTION OF THE
BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM
REGARDING EQUAL EDUCATIONAL OPPORTUNITY

I. General Policy

The University of Texas System does hereby reaffirm its longstanding commitment to operate on a totally desegregated basis and to provide equal educational opportunities for all, without regard to race, color, religion, sex, national origin, or handicap.

The University of Texas System has for many years recognized its role in helping to overcome any effects of past discrimination in a dual school system. The University of Texas System has implemented programs and policies designed to ensure that students are attracted to each institution in the System solely on the basis of the opportunities offered at the institution. For example, at The University of Texas at Austin the Board of Regents of The University of Texas System provides 1.2 million dollars annually for disadvantaged student scholarships of \$1,000 per recipient for undergraduates, and awards ranging from \$500 to \$4,500 for law and graduate students. Through this and other affirmative action programs, The University of Texas at Austin has doubled its black and Hispanic minority student enrollment in the past six years. The University of Texas System will continue these programs and expand them, as it redoubles its efforts to ensure that equal educational opportunity and nondiscrimination are operative facts of life at one of the Nation's finest systems of academic institutions.

II. Student Enrollment

The University of Texas System does not believe that the establishment of a quota for any race or ethnic group is necessary or desirable in promoting the objective of equal educational opportunity. The University of Texas System is committed, however, to the following specific goals:

- (1) As a System, it will strive within five years to reduce by fifty percent the disparity between the proportions of black and Hispanic high school graduates and the proportion of white high school graduates entering undergraduate study.
- (2) Each institution in The University of Texas System will strive to achieve an annual increase in the proportion of black and Hispanic students enrolled in undergraduate, graduate, and professional programs.
- (3) Each institution will strive to reduce any disparity that may exist between the proportions of black and Hispanic students and the proportion of white students entering, completing their studies in, and graduating from, the institution.

The Chancellor is hereby directed to prepare within thirty days a detailed plan for achievement of these goals. This plan should build upon the many programs currently in existence in The University of Texas System for the recruitment and retention of qualified black and Hispanic students. The plan should set forth specific measures that will be initiated and should include a program for increasing mobility between Texas community colleges and The University of Texas System institutions. The effectiveness of the plan in achieving the goals will be evaluated regularly, with programs modified and additional programs undertaken if those in the plan do not prove effective.

We believe and we intend that the goals we have set for The University of Texas System must be met without any lowering of the academic standards for admission to and graduation from The University of Texas System institutions. Texans are justifiably proud of the excellence that has come to be associated with The University of Texas System, and we expect to continue and to enhance this tradition of excellence as we expand our current efforts to provide equal educational opportunities for all.

III. Employment

The University of Texas at Austin is one of the few major university research institutions in the Nation with an equal employment opportunity plan that has been approved by the United States Department of Labor. This approval is a tangible recognition of The University of Texas System's commitment to full equality in employment opportunities for faculty, administrative staff, and nonacademic personnel. The University of Texas System institutions have been and will continue to be pledged to comply with Executive Order 11246 and to develop employment plans meeting the standards set by the Department of Labor.

The University of Texas System further recognizes that black and Hispanic faculty and administrative personnel are important in the recruitment and retention of black and Hispanic students. With this relationship between employment and student enrollment as a guide, the Chancellor is hereby directed to prepare within sixty days a detailed plan containing interim measures for greater racial integration at the faculty and administrative levels. These additional steps may be of a temporary nature, such as the appointment of visiting professors or special lecturers, and shall be designed to augment, not replace, the long-term programs adopted by the institutions to improve equal employment opportunity.

IV. Reporting

The Chancellor will report to the Board on a regular basis regarding implementation of the Board's policies on equal educational opportunity and regarding progress toward achieving goals herein set forth.

~~Regent Hay~~ moved the adoption of this statement as the formal policy of the Board of Regents. ~~Vice-Chairman Law~~ seconded the motion which unanimously prevailed.

OTHER MATTERSDan C. Williams

REMARKS BY CHAIRMAN DAN C. WILLIAMS. -- Chairman Williams
concluded the meeting with the following remarks:

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/1/88 BY SP-1
A-1

Mrs. Blumberg and Gentlemen of the Board:

With your permission, I would like to express a few of my own thoughts to you in my last opportunity to do so.

As you know, this meeting completes my 12th year on the Board of Regents of The University of Texas System. It truly has been a privilege for me to serve my own University and my own State of Texas -- and I am grateful indeed to you for having been selected by you to serve these last two years as Chairman.

In my view, we have had a wonderful two years, and accomplished much. During this time, we have had Board of Regents meetings and visits to most of our institutions. We have all visited McDonald Observatory, the Marine Science Institute and the U.T. Lands.

In addition, in my view also, the Board has received more information than they have previously to assist the members in making decisions which they are called on to make. My own efforts have all been because of my deep and sincere desire to provide leadership, with your understanding and cooperation, to provide this Board with the tools to enable the members to deal with the problems and to measure up to the responsibility which they accepted when they took the oath of office.

We have had all kinds of problems -- personnel, financial, academic, and others. While providing proper and timely information for the media, we have been able to make our own decisions. As the saying goes, "We have not tried our case in the newspaper." It pleases me greatly when some of our friends comment, "I have not read much about the U.T. System. Is everything all right?"

With the success of passing the bill providing for the change in our oil and gas accounting to our staff, and some other significant changes, including the new membership on the Board for Lease, our oil and gas operations are in good hands.

It is my own belief that a Board of Regents should provide the policy direction and resources to support the highest degree of excellence possible in education at the institutions and select the right Presidents to deliver it. There is an old saying, "A good executive is one who has the ability to select the right man for a job and the restraint to leave him alone while he does it."

The U.T. System is fortunate to have the people, the reserves of the PUF, legislative and other sources to provide excellence for higher education in Texas. My sincere wish for all of you is health and happiness, and continued success in your own calling, to serve this noble cause of providing higher education for all of the people of Texas who can take advantage of the opportunity.

And so -- now, my active participation in higher education -- and this meeting -- is adjourned.

ADJOURNMENT. -- There being no further business, the meeting was adjourned at 12:15 p. m.

Betty Anne Thedford

December 18, 1980