

MATERIAL SUPPORTING THE AGENDA

Volume XXVIIIb

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

December 11-12, 1980
January 6, 1981
January 24, 1981
February 12-13, 1981
April 9-10, 1981

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

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

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

Yellow paper - Emergency items distributed at the meeting.

Pink paper - strictly confidential - normally reflects the names of architectural firms that are recommended by the Administration to the Regents.

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



BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Material Supporting

Agenda

Meeting Date: **December 11-12, 1980**

Meeting No.: **772**

Name: *Official Copy*

*This goes only to
Regents, Chancellor &
Pres. Flawn.*

There is not listed on the regular calendar in the bound volume the following:

The Regents will hold in the Regents' Committee Room a reception on Thursday, December 11 at 9:30 a. m. for those participants in the Pictorial History of U. T. The participants are President Peter T. Flawn, Vice President William S. Livingston, Mrs. Harry H. Ransom, Dr. Margaret Berry (Editor), Mr. John Kyle (University Press) and Mrs. Shirley Bird Perry (Centennial Coordinator). There will be picture taking and refreshments.

Immediately following the reception the Regents will convene in the Regents' Meeting Room according to the calendar in this volume.

*The Regents and the Chancellor
will have lunch in the Regents'
Committee meeting Room.*

NOTICE OF OPEN MEETING

Board of Regents of the University of Texas System

10:00 A. M. Tuesday, January 6, 1981

**Regents Meeting Room - 9th Floor, Ashbell Smith Hall,
201 W. 7th Street, Austin, Texas**

**FOR AN EXECUTIVE SESSION TO RECEIVE THE FIRST REPORT OF THE
SYSTEM MANAGEMENT REVIEW COMMITTEE involving the evaluation
assignment and duties of Officers and Employees of The University of Texas
System**

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
201 West 7th Street, Austin, Texas

Thursday, December 11, 1980

10:00 a. m. Meeting of the Board of Regents
Meeting of the Buildings and Grounds Committee
(followed by meeting of the Executive Session of
the Committee of the Whole)

It is anticipated that the Buildings and Grounds Committee meeting will be completed by noon. Immediately following lunch, the Committee of the Whole will go into Executive Session; and the Regents will not reconvene as a Board until Friday at 9:00 a. m. Unless asked to appear before the Executive Committee, University representatives will be dismissed until 9:00 a. m. on Friday.

Friday, December 12, 1980

9:00 a. m. Meeting of the Board of Regents to Sell, to
Designate Banks of Payment and to Award
Printing Contracts:

- a. U. T. Austin Combined Fee Revenue
Bonds, Series 1981, \$7,500,000
- b. U. T. Austin Married Student Housing
Bonds, Series 1981, \$5,750,000

Committee Meetings

System Administration Committee
Academic and Developmental Affairs Committee
Health Affairs Committee
Land and Investment Committee
Committee of the Whole
Open Session
Executive Session (if not completed on
Thursday afternoon)

Meeting of the Board of Regents

It will be necessary to clear the Regents' Meeting Room immediately after adjournment in order that the room may be rearranged for other purposes.

Telephone Numbers

Offices:

Board of Regents 471-1265
Chancellor Walker 471-1743

Hotels:

Austin Hilton Inn 451-5757
Driskill 474-5911
Marriott 458-6161
Sheraton-Crest 478-9611

Airlines:

Braniff International 476-4631
Continental 477-6716
Southwest 926-1221
Texas International 477-6441

Meeting of
the Board

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

Date: December 11, 1980

Time: 10:00 a. m.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A. CALL TO ORDER

B. RECESS FOR COMMITTEE MEETINGS

1. Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the Committee. (See Pages B & G 1-22.)
2. Committee of the Whole - Executive Session. --Following the Buildings and Grounds Committee meeting and after a recess for lunch, the Board of Regents will convene in Executive Session of the Committee of the Whole pursuant to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g) to discuss:
 - a. Pending and/or Contemplated Litigation - Section 2(e)
 - b. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - (1) 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
 - (2) U. T. Austin: Negotiated Contracts for Two Sculptures
 - c. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

C. RECESS TO RECONVENE AT 9:00 A.M. ON FRIDAY,
DECEMBER 12, 1980

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

Date: December 12, 1980

Time: 9:00 a. m.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A.-C. (Page B of R - 1)

D. RECONVENE

E. CORRECTION OF MINUTES OF REGENTS' MEETING HELD SEPTEMBER 4-5, 1980 AND APPROVAL OF MINUTES OF REGENTS' MEETING HELD OCTOBER 23-24, 1980.--Secretary Thedford wishes to report that an editorial change was made in the Minutes of September 4-5, 1980 on Page 81, Item 6, by noting that the "Edward E. and Kathryn L. Hale Scholarship Fund in the Department of Economics of the College of Business Administration" was changed to the "Edward E. and Kathryn L. Hale Scholarship Fund in the Department of Economics in the College of Liberal Arts."

F. SPECIAL ORDERS

1. Board of Regents: (a) Resolution Authorizing the Issuance and 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. (b) Designation of Paying Agent (or Agents), and (c) Award of Contract for Printing.--

Background Information

The Board of Regents on October 12, 1979, authorized that General Fee Revenue Bonds, Series 1979, now changed to Combined Fee Revenue Bonds, Series 1981, for The University of Texas at Austin be issued and sold at a subsequent meeting of the Board of Regents at an estimated amount of \$6,000,000

Appropriate steps have been taken for the issuance of these bonds, but in the amount of \$7,500,000, and bids have been called for. Bids for the Bonds will be opened at the first floor conference room, Claudia Taylor Johnson Hall, at 11:00 A.M., C.S.T., Thursday, December 11, 1980. Bids for the Bonds, the Paying Agent and Printing of Bonds will be considered by the Board of Regents at 9:00 A.M., C.S.T., Friday, December 12, 1980, at the Regents' Meeting Room, Ashbel Smith Hall.

Recommendation and/or Action Required

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

- a. Adoption of Resolution (Pages B of R 3 - 9)
- b. Designation of Paying Agent (or Agents)
- c. Award of Contract for Printing

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, \$7,500,000

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

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

Section 1. That said Board's negotiable, serial, coupon bonds to be designated "BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, COMBINED FEE REVENUE BONDS, SERIES 1981" (hereinafter sometimes called the "Series 1981 Bonds"), are hereby authorized to be issued, sold, and delivered in the principal amount of \$7,500,000 FOR THE PURPOSE OF PROVIDING PART OF THE FUNDS TO CONSTRUCT AND EQUIP A UNIVERSITY TEACHING CENTER (GENERAL PURPOSE CLASSROOMS, LECTURE HALLS, SEMINAR ROOMS, AND RELATED FACILITIES) AND AN ENGINEERING TEACHING CENTER II (FOR ACADEMIC INSTRUCTION AND LABORATORIES IN ENGINEERING DISCIPLINES, AND RELATED FACILITIES) FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN.

Section 2. That said Series 1981 Bonds shall be dated JANUARY 1, 1981, shall be numbered consecutively from 1 THROUGH 1500, shall mature and become due and payable serially on JUNE 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1981	\$ 50,000	1993	\$ 165,000
1982	50,000	1994	175,000
1983	50,000	1995	195,000
1984	70,000	1996	210,000
1985	75,000	1997	240,000
1986	85,000	1998	285,000
1987	95,000	1999	300,000
1988	105,000	2000	900,000
1989	115,000	2001	900,000
1990	120,000	2002	980,000
1991	135,000	2003	1,000,000
1992	150,000	2004	1,050,000

Said Series 1981 Bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, and in the manner provided, in the FORM OF BOND set forth in this Resolution.

Section 3. That said Series 1981 Bonds scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturities 1981, _____%	maturities 1993, _____%
maturities 1982, _____%	maturities 1994, _____%
maturities 1983, _____%	maturities 1995, _____%
maturities 1984, _____%	maturities 1996, _____%
maturities 1985, _____%	maturities 1997, _____%
maturities 1986, _____%	maturities 1998, _____%
maturities 1987, _____%	maturities 1999, _____%
maturities 1988, _____%	maturities 2000, _____%
maturities 1989, _____%	maturities 2001, _____%
maturities 1990, _____%	maturities 2002, _____%
maturities 1991, _____%	maturities 2003, _____%
maturities 1992, _____%	maturities 2004, _____%

Said interest shall be evidenced by interest coupons which shall appertain to said Series 1981 Bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

Section 4. That said Series 1981 Bonds, and the interest coupons appertaining thereto, shall be payable, shall have the characteristics, and shall be signed and executed (and said Bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said Series 1981 Bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said Bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said Bonds, shall be, respectively, substantially as follows:

FORM OF BOND:

NO. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
THE UNIVERSITY OF TEXAS AT AUSTIN
COMBINED FEE REVENUE BOND
SERIES 1981

ON JUNE 1, _____, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____ % per annum, evidenced by interest coupons payable JUNE 1, 1981, and semiannually thereafter on each DECEMBER 1 and JUNE 1 while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which shall constitute and be defined as the "Paying Agent" for this Series of Bonds:

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated JANUARY 1, 1981, issued in the principal amount of \$7,500,000 FOR THE PURPOSE OF PROVIDING PART OF THE FUNDS TO CONSTRUCT AND EQUIP A UNIVERSITY TEACHING CENTER (GENERAL PURPOSE CLASSROOMS, LECTURE HALLS, SEMINAR ROOMS, AND RELATED FACILITIES) AND AN ENGINEERING TEACHING CENTER II (FOR ACADEMIC INSTRUCTION AND LABORATORIES IN ENGINEERING DISCIPLINES, AND RELATED FACILITIES) FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN.

ON JUNE 1, 1990, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said

Board, IN WHOLE, OR IN PART, for the principal amount thereof and accrued interest thereon to the date fixed for redemption, plus a premium on the principal amount of each such bond as follows:

1% if redeemed June 1, 1990 through December 1, 1991;
3/4 of 1% if redeemed June 1, 1992 through December 1, 1992;
1/2 of 1% if redeemed June 1, 1993 through December 1, 1993;
1/4 of 1% if redeemed June 1, 1994 through December 1, 1994;
0% if redeemed June 1, 1995, or thereafter.

At least thirty days prior to the date fixed for any such redemption said Board shall cause a written notice of such redemption to be published at least once in a financial publication published in The City of New York, New York, or in the City of Austin, Texas. By the date fixed for any such redemption due provision shall be made with the "Paying Agent" for the payment of the required redemption price. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the "Paying Agent" with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part, together with other outstanding revenue bonds, are secured by and payable from an irrevocable first lien on and pledge of certain student tuition fees designated as the "Building Use Fee", and certain student general use fees designated as the "General Fee", and certain interest grants from the United States Government, and certain interest and investment income from the Revenue Fund and the Interest and Sinking Fund created for the benefit of the bonds, collectively defined as "Pledged Revenues" and specifically described and referred to in the Resolution authorizing this Series of Bonds.

SAID BOARD has reserved the right, subject to the restrictions referred to in said Resolution authorizing this Series of Bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXXX

Secretary, Board of Regents,
The University of Texas System

XXXXXXXXXX

Chairman, Board of Regents,
The University of Texas System

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

XXXXXXXXXX
Comptroller of Public Accounts of
the State of Texas.

FORM OF INTEREST COUPON:

NO. _____ \$ _____

ON _____ 1, _____

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at the

said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, COMBINED FEE REVENUE BONDS, SERIES 1981, DATED JANUARY 1, 1981. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. Bond No. _____.

XXXXXXXXXX
Secretary, Board of Regents

XXXXXXXXXX
Chairman, Board of Regents

Section 6. That as hereinafter used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

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

The term "University" shall mean The University of Texas at Austin, Austin, Texas.

The term "Bonds" shall mean collectively the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1971, authorized by resolution of the Board on January 29, 1971 (the "Series 1971 Bonds"), the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1972, authorized by resolution of the Board on October 20, 1972 (the "Series 1972 Bonds"), the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1973 authorized by resolution of the

Board on September 14, 1973 (the "Series 1973 Bonds"), the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Refunding Bonds, Series 1978, authorized by resolution of the Board on August 4, 1978 (the "Series 1978 Bonds"), and the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1981, authorized by this Resolution (the "Series 1981 Bonds").

The term "Series 1970 Bonds" shall mean the Board of Regents of The University of Texas System, The University of Texas at Austin, Combined Fee Revenue Bonds, Series 1970, authorized by resolution of the Board on May 29, 1970 (the "Series 1970 Bond Resolution"), all of which Series 1970 Bonds were refunded and retired by the Series 1978 Bonds hereinafter defined.

Section 7. That although the Series 1970 Bonds have been refunded and retired, Sections 5 through 11 of the Series 1970 Bond Resolution shall be and remain in full force and effect, since all of the Bonds (as collectively defined above) have been issued, and are and will be outstanding, under and pursuant to the Series 1970 Bond Resolution. That the Series 1981 Bonds are "Additional Bonds" as permitted by Section 8 of the Series 1970 Bond Resolution, and it is hereby determined, declared, and resolved that all of said Bonds are and shall be secured and payable equally and ratably on a parity, and that the Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues, as defined in the Series 1970 Bond Resolution, and further including all interest grants received or to be received from the United States Government in connection with the Bonds, and all interest and investment income derived from the deposit or investment of money credited to the Revenue Fund and the Interest and Sinking Fund maintained for the Bonds and all Additional Bonds, which interest grants and interest and investment income are hereby pledged and shall constitute part of the Pledged Revenues, and shall, upon receipt, be credited to the Revenue Fund, as provided and permitted in the aforesaid Series 1970 Bond Resolution.

Section 8. That the Bonds and any Additional Bonds and interest coupons appertaining thereto constitute special obligations of the Board payable solely from the Pledged Revenues, and such obligations shall not constitute a prohibited indebtedness of the University, the Board, or the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons appertaining thereto shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 9. That Sections 5 through 11 of the Series 1970 Bond Resolution are hereby adopted by reference and shall be applicable to the Series 1981 Bonds for all purposes, except to the extent herein specifically modified and supplemented; and the Interest and Sinking Fund, including the debt service reserve therein, created by the Series 1970 Bond Resolution shall be used to pay and secure all of the Bonds, equally and ratably, on a parity. Also, the resolution adopted by the Board on May 29, 1970, fixing rates in connection with the Series 1970 Bonds, and in particular establishing the Building Use Fee and the General Fee, is hereby adopted by reference and shall be applicable to all of the Bonds equally and ratably, on a parity for all purposes. The current General Fee has been fixed and is hereby confirmed and established at the rate of \$5.87 per semester credit hour for each of the

regular fall and spring semesters, and for each term of each summer session, for the general use and availability of the property, buildings, structures, and other facilities at the University.

Section 10. (a) That all accrued interest received as part of the proceeds from the sale and delivery of the Series 1981 Bonds shall be deposited to the credit of the Interest and Sinking Fund; and on or before May 25, 1981, and semiannually on or before each November 25th and May 25th thereafter, the Board shall transfer from the Revenue Fund and deposit to the credit of the Interest and Sinking Fund the amounts as follows:

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

(2) an amount which will be sufficient, together with other monies then on hand therein and available for such purpose, (i) to pay the principal scheduled to mature and come due on the Bonds on June 1, 1981, and thereafter (ii) to pay one-half of all principal scheduled to mature and come due on the Bonds on the next succeeding June 1; and

(3) an amount equal to 1/10th of the average annual principal and interest requirements of the Bonds; provided, however, that when the money and investments in the debt service reserve are at least equal in market value to the amount of the average annual principal and interest requirements of the Bonds, then such deposits may be discontinued, unless and until the debt service reserve should be depleted to less than said amount in market value, in which case said deposits shall be resumed and continued until the debt service reserve is restored to said amount.

(b) That this Section is cumulative, and states all deposits required to be made to the credit of the Interest and Sinking Fund from the Revenue Fund in connection with all of the Bonds. All gross collections of the Building Use Fee shall continue to be deposited as received directly to the credit of the Interest and Sinking Fund, as required by Section 7.03 of the Series 1970 Bond Resolution.

Section 11. On or before the last day of May, 1981, and on or before the last day of each November and of each May thereafter while any of the Bonds and Additional Bonds, if any, are outstanding and unpaid, there shall be made available to the paying agents therefor, out of the Interest and Sinking Fund, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on the first day of the month immediately following. The paying agents shall totally destroy all paid Bonds and Additional Bonds, if any, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

Section 12. That while the Bonds or any Additional Bonds are outstanding and unpaid, the Board covenants and agrees that it will not additionally encumber the Pledged Revenues in any manner, except as permitted in the Series 1970 Bond Resolution in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of the resolutions authorizing the Bonds and Additional Bonds, if any.

Section 13. That the Board covenants and agrees that it and the University will comply with all of the terms and conditions of all interest grants agreements entered into between the Board or the University and the United States Government in connection with the Bonds and the purposes for which they are issued; and that all action necessary will be taken to enforce said terms and conditions.

Section 14. That the Board covenants to and with the purchasers of the Series 1981 Bonds that it will make no use of the proceeds of the Series 1981 Bonds at any time throughout the term of this issue of Series 1981 Bonds which, if such use had been reasonably expected on the date of delivery of the Series 1981 Bonds to and payment for the Series 1981 Bonds by the purchasers, would have caused the Series 1981 Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Series 1981 Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Series 1981 Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 15. That the Chairman of the Board is hereby authorized to have control of the Series 1981 Bonds and all necessary records and proceedings pertaining thereto pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 1981 Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Series 1981 Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Series 1981 Bonds.

Section 16. That the Bonds are hereby sold and shall be delivered to _____ for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of \$ _____. It is hereby officially found, determined, and declared that said Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Official Statement dated November 20, 1980, prepared and distributed in connection with the sale of said Bonds. Said Official Notice of Sale and Official Statement have been and are hereby approved by the Board. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board.

2. Board of Regents: (a) Resolution Authorizing the Issuance and Sale of Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Bonds, Series 1981, in the Amount of \$5,750,000, (b) Designation of Banks of Payment, and (c) Award of Contract for Printing.--

no bids

Background Information

This bond issue will provide \$5,750,000 and U.T. Austin will apply from existing balances \$3,500,000 to total project costs, giving a total of \$9,250,000. The first phase of construction is estimated to cost approximately \$9,200,000. The remaining \$50,000 will cover Bond Counsel Fees, Bond Consultant fees, printing fees and other miscellaneous costs of the sale and/or project.

Appropriate steps have been taken for the issuance of these bonds, and bids have been called for. Bids for the bonds will be opened at the first floor conference room, Claudia Taylor Johnson Hall, at 11:00 A.M., C.S.T., Thursday, December 11, 1980. Bids for the Bonds, the Paying Agency and Printing of the Bonds will be considered by the Board of Regents at 9:00 A.M., C.S.T., Friday, December 12, 1980, at the Regents' Meeting Room, Ashbel Smith Hall.

Recommendation and/or Action Required

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

- a. Adoption of Resolution (Resolution will not be received in time for bound volume of MSA.)
- b. Designation of Paying Agent
- c. Award of Contract for Printing

no action

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,
\$5,750,000

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

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

Section 1. That said Board's negotiable, serial, coupon bonds to be designated "BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, MARRIED STUDENT HOUSING REVENUE BONDS, SERIES 1981", are hereby authorized to be issued, sold, and delivered in the principal amount of \$5,750,000, FOR THE PURPOSE OF PROVIDING FUNDS TO CONSTRUCT AND EQUIP, FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN, 141 APARTMENTS TO HOUSE MARRIED STUDENTS ENROLLED IN THE UNIVERSITY OF TEXAS AT AUSTIN.

Section 2. That said bonds shall be dated JANUARY 1, 1981, shall be numbered consecutively from 1 THROUGH 1150, shall be in the denomination of \$5,000 EACH, and shall mature and become due and payable serially on AUGUST 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1983	\$ 70,000	1996	\$215,000
1984	75,000	1997	235,000
1985	80,000	1998	255,000
1986	85,000	1999	280,000
1987	100,000	2000	305,000
1988	110,000	2001	335,000
1989	115,000	2002	365,000
1990	130,000	2003	400,000
1991	140,000	2004	415,000
1992	150,000	2005	450,000
1993	165,000	2006	450,000
1994	180,000	2007	450,000
1995	195,000		

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, and in the manner provided, in the FORM OF BOND set forth in this Resolution.

Section 3. That said bonds scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturities 1983, _____%	maturities 1996, _____%
maturities 1984, _____%	maturities 1997, _____%
maturities 1985, _____%	maturities 1998, _____%
maturities 1986, _____%	maturities 1999, _____%
maturities 1987, _____%	maturities 2000, _____%
maturities 1988, _____%	maturities 2001, _____%
maturities 1989, _____%	maturities 2002, _____%
maturities 1990, _____%	maturities 2003, _____%
maturities 1991, _____%	maturities 2004, _____%
maturities 1992, _____%	maturities 2005, _____%
maturities 1993, _____%	maturities 2006, _____%
maturities 1994, _____%	maturities 2007, _____%
maturities 1995, _____%	

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

Section 4. That said bonds, and the interest coupons appertaining thereto, shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, shall be, respectively, substantially as follows:

FORM OF BOND:

NO. _____

\$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
THE UNIVERSITY OF TEXAS AT AUSTIN
MARRIED STUDENT HOUSING REVENUE BOND
SERIES 1981

ON AUGUST 1, _____, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of _____ % per annum, evidenced by interest coupons payable on AUGUST 1, 1981, and semiannually thereafter on each FEBRUARY 1 and AUGUST 1 while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which shall constitute and be defined as the "Paying Agent" for this Series of bonds:

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated JANUARY 1, 1981, issued in the principal amount of \$5,750,000, FOR THE PURPOSE OF PROVIDING FUNDS TO CONSTRUCT AND EQUIP, FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN, 141 APARTMENTS TO HOUSE MARRIED STUDENTS ENROLLED IN THE UNIVERSITY OF TEXAS AT AUSTIN.

ON AUGUST 1, 1990, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR IN PART, for the principal amount thereof and accrued interest thereon to the date fixed for redemption, plus a premium on the principal amount of each such bond as follows:

1% if redeemed August 1, 1990 through February 1, 1992;
 3/4 of 1% if redeemed August 1, 1992 through February 1, 1993;
 1/2 of 1% if redeemed August 1, 1993 through February 1, 1994;
 1/4 of 1% if redeemed August 1, 1994 through February 1, 1995;
 0% if redeemed August 1, 1995, or thereafter.

At least thirty days prior to the date fixed for any such redemption said Board shall cause a written notice of such redemption to be published at least once in a financial publication published in The City of New York, New York, or in the City of Austin, Texas. By the date fixed for any such redemption due provision shall be made with the "Paying Agent" for the payment of the required redemption price. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the "Paying Agent" with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part, and other outstanding parity revenue bonds, are secured by and payable from an irrevocable first lien on and pledge of certain married student housing revenues, all debt service subsidy grants from the United States Government in connection with the married student housing bonds, all interest income derived from the investment of the Gross Revenue Fund, the Interest and Redemption Fund, and the Reserve Fund maintained for the benefit of the bonds and other outstanding parity revenue bonds, and other revenues collectively defined as "Pledged Revenues" and specifically described in the Resolution authorizing this Series of bonds.

SAID BOARD has reserved the right, subject to the restrictions stated in said Resolution authorizing this Series of bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXXX

 Secretary, Board of Regents,
 The University of Texas System

XXXXXXXXXX

 Chairman, Board of Regents,
 The University of Texas System

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General

of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXXX

Comptroller of Public Accounts
of the State of Texas

FORM OF INTEREST COUPON:

NO. _____ \$ _____

ON _____ 1, _____

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of THE UNIVERSITY OF TEXAS AT AUSTIN, promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to maturity on the bond to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at the

said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN, MARRIED STUDENT HOUSING REVENUE BONDS, SERIES 1981, DATED JANUARY 1, 1981. The holder hereof shall never have the right to demand payment of this obligation out of funds raised or to be raised by taxation. Bond No. _____.

XXXXXXXXXX

Secretary, Board of Regents

XXXXXXXXXX

Chairman, Board of Regents

Section 6. That as hereinafter used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

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

The term "University" shall mean The University of Texas at Austin, Austin, Texas.

The term "Series 1981 Bonds" shall mean the Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Revenue Bonds, Series 1981, authorized by this Resolution.

The term "Bonds" shall mean collectively the Series 1981 Bonds and the Board of Regents of The University of Texas System, The University of Texas at Austin, Married Student Housing Revenue Bonds, Series 1971, dated August 1, 1971 (the "Series 1971 Bonds").

The term "1971 Bond Resolution" shall mean the resolution adopted by the Board on July 30, 1971, authorizing the Series 1971 Bonds.

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

The term "1971 Project" shall mean the 200 apartments known as Gateway Apartments, at 1624 West 6th Street, Austin, Texas, for married students enrolled in The University of Texas at Austin, which were constructed and equipped with the proceeds from the sale of the Series 1971 Bonds.

The term "1981 Project" shall mean collectively (i) the 141 married student apartments to be constructed and equipped on Lake Austin Boulevard in Austin, Texas, with the proceeds from the Series 1981 Bonds, and (ii) the 87 new married student apartments to be constructed and equipped adjacent to the apartments described in (i) with University cash funds now on hand and available for such purpose.

The term "Encumbered Facilities" shall mean and include the existing Colorado Apartments for married students enrolled in The University of Texas at Austin, located at 2500 Lake Austin Boulevard, Austin, Texas, or thereabouts, and consisting of 48 one-bedroom units and 152 two-bedroom units, together with all additions and improvements thereto, and replacements thereof, hereafter constructed or acquired.

The term "Encumbered Facilities Bonds" shall mean the Board of Regents of The University of Texas Student Housing Revenue Bonds of 1963, the proceeds from the sale of which were used to construct and equip the Encumbered Facilities, and which are payable from and secured by a first lien on and pledge of the Net Revenues of the Encumbered Facilities.

The term "Encumbered Facilities Surplus Revenues" shall mean the Net Revenues of the Encumbered Facilities, after deducting therefrom all principal, interest, debt service, reserve and Repair Account payments and deposits required in connection with the Encumbered Facilities Bonds by Sections 16 and 17 of the resolution authorizing the Encumbered Facilities Bonds; which Encumbered Facilities Surplus Revenues are available to be deposited as provided in this Resolution in accordance with Section 19 of the resolution authorizing the Encumbered Facilities Bonds.

The term "Married Student Housing System" shall consist of and include the following:

- (a) the 1971 Project.
- (b) the 1981 Project.
- (c) the Encumbered Facilities after the Encumbered Facilities Bonds shall have been retired.
- (d) any facilities at any time hereafter added to the Married Student Housing System.
- (e) all buildings, facilities and services of all of the foregoing, together with all improvements and additions thereto and replacements thereof.

The term "Gross Revenues", when used with reference to any facility or facilities, shall mean all of the revenues and income of every nature derived from the operation and ownership thereof, with the exception of vending machine revenues, if any.

The term "Current Expenses", when used with reference to any facility or facilities, shall mean all necessary operating

expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation and maintenance thereof, but shall exclude depreciation and all general administrative expenses of the University.

The term "Net Revenues", when used with reference to any facility or facilities, shall mean all Gross Revenues derived therefrom, after deduction of the Current Expenses thereof.

The term "Pledged Revenues" shall mean and include the following:

- (a) the Gross Revenues of the Married Student Housing System.
- (b) the Encumbered Facilities Surplus Revenues.
- (c) all debt service subsidy grants or other grants, donations, or income received or to be received from the United States Government in connection with the Bonds.
- (d) all interest and investment income derived from the deposit or investment of money credited to the Gross Revenue Fund, the Interest and Redemption Fund, and the Reserve Fund maintained for the Bonds and any Additional Bonds.
- (e) any additional revenues, fees, income, receipts, or other resources, including without limitation, any grants, subsidies, donations, or income received or to be received from the United States of America, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or any Additional Bonds.

The term "Net Pledged Revenues" shall mean the Pledged Revenues after deduction of the Current Expenses of the Married Student Housing System and the Current Expenses of any other facilities whose Gross Revenues hereafter may be pledged to the Bonds or Additional Bonds.

Section 7. (a) That the Bonds (collectively defined as the Series 1971 Bonds and the Series 1981 Bonds) and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Interest and Redemption Fund, the Reserve Fund, and the Operation and Maintenance Fund as provided in this Resolution.

(b) That Sections 8 through 27 of this Resolution substantially restate and are cumulative of and supplemental to Sections 8 through 27 of the 1971 Bond Resolution, and are equally applicable to both the Series 1971 Bonds and the Series 1981 Bonds, collectively called the "Bonds", and state the cumulative requirements with respect thereto; provided that Section 24(b) of the 1971 Bond Resolution has been modified to eliminate the future applicability of any exception to the requirements stated in Section 24(b) of this Resolution, and certain additional covenants are made with respect to future procedures.

Section 8. It is certified and provided that the Gross Revenues of the Encumbered Facilities are available to secure the Bonds and any Additional Bonds, subject only to, and effective upon, the retirement of the Encumbered Facilities Bonds. It is hereby covenanted, agreed, and provided that immediately upon the retirement of the last of the outstanding Encumbered Facilities Bonds, the Encumbered Facilities automatically shall become a part of the Married Student Housing System for all purposes, and thereupon the Gross Revenues of the Married Student Housing System shall include all Gross Revenues of the Encumbered Facilities, and the aforesaid first lien on and pledge of the Gross Revenues of the Married Student Housing System automatically shall be extended to include the Gross Revenues of the Encumbered Facilities.

Section 9. That the Bonds and Additional Bonds and interest thereon shall constitute special obligations of the Board, payable solely from the Pledged Revenues, and such obligations shall not constitute a prohibited indebtedness of the University, the Board, or the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons appertaining thereto shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 10. That there is hereby created and ordered to be established at an official depository of the Board, a separate account to be entitled the "Married Student Housing System Gross Revenue Fund" (hereinafter sometimes called the "Gross Revenue Fund"). Commencing immediately all Gross Revenues of the Married Student Housing System and all gross collections of all debt service subsidy grants or other grants, donations, or income received or to be received from the United States Government in connection with the Bonds and any Additional Bonds shall be deposited upon receipt to the credit of the Gross Revenue Fund; provided, however, that such grants, donations, or income from the United States government shall not be deposited into the Gross Revenue Fund or any other fund created or established pursuant to this Resolution, if such deposit or application would result in interest on the Bonds or Additional Bonds being includable in whole or in part in gross income for Federal income tax purposes.

Section 11. That to pay the principal of and interest on all outstanding Bonds and Additional Bonds, as the same come due, there is hereby created and ordered to be established at an official depository of the Board, a separate fund to be entitled the "Married Student Housing System Interest and Redemption Fund" (hereinafter sometimes called the "Interest and Redemption Fund").

Section 12. That there is hereby created and ordered to be established at an official depository of the Board a separate fund to be known as the "Married Student Housing System Reserve Fund" (hereinafter sometimes called the "Reserve Fund"). The Reserve Fund shall be used finally in retiring the last of the outstanding Bonds and Additional Bonds, or for paying principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Redemption Fund is otherwise insufficient for such purpose.

Section 13. That to pay the Current Expenses of the Married Student Housing System, there is hereby created and ordered to be established at an official depository of the Board, a separate fund to be entitled the "Married Student Housing System Operation and Maintenance Fund" (hereinafter sometimes called the "Operation and Maintenance Fund").

Section 14. That upon delivery of the Series 1981 Bonds, all accrued interest and any premium received from the proceeds from the sale and delivery of the Series 1981 Bonds shall be deposited when received to the credit of the Interest and Redemption Fund, together with such additional amount from such proceeds as will be sufficient, together with said accrued interest and premium, if any, to pay the interest coming due on the Series 1981 Bonds through August 1, 1982.

Section 15. That the Board shall cause the following amounts to be deposited from the Gross Revenues and the Encumbered Facilities Surplus Revenues, to the credit of the Interest and Redemption Fund, at the following times:

- (1) On or before the 15th day of each month such amounts, in approximately equal monthly installments, as will be sufficient, together with any other sums available in the Interest and Redemption Fund, to pay the interest coming due on the Bonds on the next interest payment date.
- (2) On or before the 15th day of each month such amounts, in approximately equal monthly installments, as will be sufficient to pay the next maturing principal of the Bonds.

Section 16. That immediately after the delivery of the Series 1981 Bonds the Board shall cause to be deposited (from funds now on hand and available for such purpose) to the credit of the Reserve Fund an amount which when added to the balance now on hand in such Fund will be sufficient to cause the aggregate amount in the Reserve Fund to be equal in market value to the average annual principal and interest requirements on all then outstanding Bonds (the "Required Reserve Amount"). No further deposits need be made unless and until the Reserve Fund should be reduced below the Required Reserve Amount in market value, in which case monthly deposits equal to 1/60th of the average annual principal and interest requirements on all then outstanding Bonds shall be made and continued on or before the 15th day of each month until the Reserve Fund is restored to the Required Reserve Amount in market value. It is further covenanted that when and so long as the Reserve Fund contains the Required Reserve Amount in market value all interest and income derived from the deposit or investment of the Reserve Fund shall, as soon as practicable after it has been credited to the Reserve Fund as required by Section 20, be deposited to the credit of the Interest and Redemption Fund.

Section 17. If on any occasion there shall not be sufficient money in the Gross Revenue Fund or money from the Encumbered Facilities Surplus Revenues to make the required deposits into the Interest and Redemption Fund or the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available moneys in the Gross Revenue Fund, the next available Encumbered Facilities Surplus Revenues, or from other sources available to the Board.

Section 18. That immediately after each monthly deposit of the required amount from the Gross Revenue Fund and the Encumbered Facilities Surplus Revenues to the credit of the Interest and Redemption Fund and the Reserve Fund, the Board shall cause the balance in said Gross Revenue Fund and any balance of available Encumbered Facilities Surplus Revenues to be deposited to the credit of the Operation and Maintenance Fund. Said Operation and Maintenance Fund shall be used for paying the Current Expenses of the Married Student

Housing System. It is specifically provided, however, that the deposits required to be made into the Interest and Redemption Fund and the Reserve Fund shall have priority over those to be made into the Operation and Maintenance Fund, and no deposit shall ever be made into the Operation and Maintenance Fund unless the Interest and Redemption Fund and the Reserve Fund contain the aggregate amounts then required to be on deposit therein. All money in the Operation and Maintenance Fund in excess of that required to pay the Current Expenses of the Married Student Housing System may be used by the Board for any lawful purpose.

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

Section 20. Money in any Fund or Account established pursuant to this Resolution may, at the option of the Board, be placed in time deposits or invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, and evidences of indebtedness of the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, or Federal National Mortgage Association; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 21. That whenever the total amount in the Interest and Redemption Fund, and the Reserve Fund, shall be equivalent to (1) the aggregate principal amount of Bonds and Additional Bonds, if any, outstanding, plus (2) the aggregate amount of all unpaid interest coupons thereto appertaining unexpired and expired, no further payment need be made into the Interest and Redemption Fund. In determining the amount of Bonds or Additional Bonds outstanding, there shall be subtracted the amount of any Bonds or Additional Bonds which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents sufficient for such redemption.

Section 22. That the Board shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose, including the purpose of refunding of any bonds or other obligations of the Board. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, by an irrevocable first lien on and pledge of the Pledged Revenues.

Section 23. (a) Each resolution under which Additional Bonds are issued shall provide that the Interest and Redemption Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall provide and require that, in

addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Redemption Fund, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Board shall transfer from said Pledged Revenues and deposit to the credit of the Reserve Fund at least such amounts, in approximately equal monthly installments, as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the Bonds and any other outstanding Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of not to exceed sixty months after the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of such proposed Additional Bonds, the then outstanding Bonds, and any then outstanding Additional Bonds (excluding any Bonds or Additional Bonds then being refunded).

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

Section 24. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

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

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

(c) The senior financial officer of the University signs a written certificate to the effect that during each University fiscal year while any Bonds or Additional Bonds, including the proposed Additional Bonds, are scheduled to be outstanding, beginning with either the fiscal year next following the date of the then proposed Additional Bonds, or the fiscal year next following the estimated date of completion of the facilities, if any, to be acquired or constructed through the issuance of such Additional Bonds, the Net Pledged Revenues estimated to be received during each of said fiscal years, respectively, will be at least equal to 1.25 times the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds (excluding any Bonds or Additional Bonds then being refunded), and the then proposed Additional Bonds.

Section 25. On or before the first day of February, 1981, and on or before the first day of each August and of each February thereafter while any of the Bonds and Additional Bonds, if any, are outstanding and unpaid, there shall be made available to the paying agents therefor, out of the Interest and Redemption Fund, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on such February 1 or August 1. The paying agents shall totally destroy all paid Bonds and Additional Bonds, if any, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

Section 26. The Board covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the Pledged Revenues, the amounts of money specified therein.

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

(c) It lawfully owns and is lawfully possessed of the lands upon which the Married Student Housing System and the Encumbered Facilities are located and will be located, and has a good and indefeasible estate in such lands in fee simple, that the 1981 Project will be constructed, equipped and completed in accordance with the plans and specifications heretofore approved and adopted, that it warrants that it has, and will defend, the title to all the aforesaid lands and facilities, and every part thereof and improvements thereon, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues pledged hereunder to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same becomes delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the Married Student Housing System and the Encumbered Facilities, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon the Married Student Housing System or the Encumbered Facilities, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax,

assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) It will not do or suffer any act or thing whereby the Married Student Housing System or Encumbered Facilities might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of the Student Housing System and the Encumbered Facilities and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep, efficiently and at reasonable cost, all buildings, structures, and equipment pertaining thereto and every part and parcel thereof in good condition, repair, and working order.

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

(g) That while the Bonds or Additional Bonds, if any, are outstanding and unpaid, the Board shall not sell, convey, mortgage, or in any manner transfer title to, or lease, or otherwise dispose of any property constituting part of the Married Student Housing System or the Encumbered Facilities, except that whenever the Board deems it necessary to dispose of any furnishings and equipment, it may sell or otherwise dispose of such furnishings and equipment when it has made arrangements to replace the same or provide substitutes therefor.

(h) That at all times hereafter the Board shall procure boiler explosion insurance on all boilers servicing the Married Student Housing System and the Encumbered Facilities in an amount not less than \$50,000 against loss suffered by reason of a boiler explosion. Further, at all times hereafter the Board shall procure fire and extended coverage insurance on the Married Student Housing System and the Encumbered Facilities. The foregoing boiler explosion and fire and extended coverage insurance shall be in amounts at least sufficient to provide for full recovery to the extent that the damage does not exceed 80% of full insurable value. Such insurance shall be carried with a reliable insurance company or companies. In lieu of providing fire and extended coverage insurance as required above, the Board may, at its option, provide the equivalent of such insurance under its general System-wide Fire and Extended Coverage Insurance policy, subject to a deductible provision which is reasonable in amount, provided the Board establishes and maintains a special account containing funds which are at least sufficient to offset said deductible amount and which are immediately available for such purpose. Upon the happening of any loss or damage covered by such insurance from one or more of said causes, the Board shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Board. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Board for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such

purpose, then said insurance proceeds pertaining to the Encumbered Facilities shall be used as provided in the resolution authorizing the Encumbered Facilities Bonds, and said insurance proceeds pertaining to the Married Student Housing System shall be used promptly as follows:

(1) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each Series or issue of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds;

provided that if on any such occasion the principal of any such Series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(2) if none of the outstanding Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (1), to the extent practicable; provided that the purchase price for any such Bond or Additional Bonds shall not exceed the redemption price of such Bond or Additional Bond on the first date upon which it becomes subject to redemption; or

(3) to the extent that the foregoing clauses (1) and (2) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Board, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (1) and/or (2) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(i) At all times when the Reserve Fund does not contain the maximum aggregate amount required to be on deposit therein, the Board shall procure and maintain use and occupancy insurance on all the facilities, buildings, and structures of the Married Student Housing System, and the Encumbered Facilities, to the extent obtainable, in an amount sufficient to enable the Board to deposit into the Interest and Redemption Fund and the Reserve Fund, out of the proceeds of such insurance, an amount equal to the sums that are required to be deposited into said Funds from the Pledged Revenues during the time the Student Housing System or Encumbered Facilities are wholly or partially unusable, as a result of loss of use or occupancy caused by the perils covered by fire and extended coverage insurance.

(j) The annual audit hereinafter required shall contain a section commenting on whether or not the Board has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(k) Proper books of record and account will be kept in which full, true, and correct entries will be made of all activities and transactions relating to the Pledged Revenues

and all books, documents, and vouchers relating to the properties, business, and affairs of the Married Student Housing System and the Encumbered Facilities shall at all reasonable times be made available for inspection upon request by the holders of not less than 25% of the outstanding Bonds and Additional Bonds.

(l) That each year while any of the Bonds or Additional Bonds, if any, are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or a certified Public Accountant, such audit to be based on the fiscal year of the University. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to the original purchasers of the Bonds, and to all bondholders who shall so request. Such annual audit reports shall be open to the inspection of all bondholders and their agents and representatives at all reasonable times.

(m) That the Board will in no event refund or otherwise refinance any of the Existing Facilities Bonds in any manner, except to the extent necessary to prevent any unavoidable immediate default in the payment of principal or interest, or except to lower the interest rates thereon without changing any of the maturities thereof.

(n) The Board covenants that while the Encumbered Facilities Bonds are outstanding, it will comply with the various covenants and obligations contained in the resolution authorizing such bonds; and that when said bonds are no longer outstanding and the present liens and pledges in connection therewith have been extinguished, the Encumbered Facilities shall become a part of the Married Student Housing System.

(o) The Board will establish and maintain so long as any of the Bonds or Additional Bonds are outstanding, such parietal rules, rental rates, and charges for the use of the Married Student Housing System as are necessary to assure the maximum practicable occupancy and use of the same and all of the facilities and services afforded thereby, and to produce Gross Revenues of the Married Student Housing System sufficient to pay all Current Expenses thereof, and sufficient, together with other Pledged Revenues, to make all payments and deposits required to be made into the Interest and Redemption Fund and the Reserve Fund in connection with all Bonds and Additional Bonds.

Section 27. (a) That the Board hereby establishes and covenants to enforce, so long as any Bonds or Additional Bonds, if any, are outstanding or unpaid, the following parietal rules and regulations so as to assure maximum practicable occupancy and use of the space, facilities, and services afforded by the Married Student Housing System.

(1) That in the event more space, facilities, or services should become available at the Married Student Housing System than are required by persons applying for such space, facilities, or services, the officers of the University are hereby directed to give preferences and priority to the use of the Married Student Housing System, resulting to the extent practicable in the occupancy and use of all the space, facilities, and services of the Married Student Housing System, even if such preference results in the non-use of all or a part of any other space, facilities, or services

available at or to the University, or to the students enrolled in the University, which may be suitable or useable for the same purposes as the Married Student Housing System.

(2) That to the extent that any surplus space, facilities, or services shall ever become available in the Married Student Housing System while any of the Bonds or Additional Bonds remain outstanding and unpaid, it shall be the duty of the officers of the University to enforce a rule requiring occupancy and use of the Married Student Housing System to the maximum extent practicable, and this provision shall be considered as a rule for guidance of said officers.

(3) That the officers of the University are hereby directed to utilize and to cause the utilization of the Married Student Housing System in such manner as it will yield the maximum Net Revenues reasonably obtainable therefrom, so that all required deposits into the Interest and Redemption Fund and the Reserve Fund shall be promptly made.

(4) That these parietal rules shall be amended from time to time as the conditions arise so as to meet changing conditions, better to assure the fulfillment of this pledge; and these parietal rules shall be subject and subordinate to all valid existing parietal rules at the University.

(b) That rentals, rates, and charges for the use of the services and facilities of the Married Student Housing System shall be established and maintained in accordance with the covenants contained in this Resolution.

Section 28. That there is hereby created, and the Board shall establish with an official depository of the Board a separate construction account (herein called the "1981 Project Account") into which shall be deposited all of the proceeds from the sale of the Bonds, except accrued interest, any premium, and an additional amount which, together with said accrued interest and any premium, will be sufficient to pay the interest coming due on the Series 1981 Bonds through August 1, 1982, which shall be deposited in the Interest and Redemption Fund. In addition, the Board also shall deposit into the 1981 Project Account, from University cash funds now on hand and available for such purpose, an amount of money which when added to the Series 1981 Bonds proceeds therein will be sufficient to pay all costs of constructing and equipping the 1981 Project. Moneys in the 1981 Project Account shall be expended for paying the cost of constructing and equipping the 1981 Project, on estimates approved by the Consulting Engineer for the 1981 Project and vouchers approved by the person or persons charged by the Board with supervision of the 1981 Project. Money in the 1981 Project Account not scheduled for immediate Project purposes may be placed in time deposits or be invested as permitted for other Funds and Accounts established pursuant to this Resolution; provided, however, that all such deposits and investments shall be made in such manner that the money required for 1981 Project purposes will be available at the proper times. All interest accruing from such deposits or investments shall be deposited upon receipt, in the 1981 Project Account. After completion of the 1981 Project, the balance, if any, in the 1981 Project Account derived from Series 1981 Bond proceeds shall be transferred and deposited to the credit of the Interest and Redemption Fund.

Section 29. That the Board covenants that it will not permit to be deposited to the credit of any of the Funds created by this Resolution, or applied to the payment of the

principal of or interest on the Bonds or any Additional Bonds, any proceeds from any applicable grant, subsidy, donation, or income received from the United States Government, whether pursuant to agreement or otherwise, if such deposit or application would result in interest payable on the Bonds or Additional Bonds being includable in whole or in part in gross income for Federal income tax purposes.

Section 30. That the Board covenants that it will comply with all of the terms and conditions of any and all grant or subsidy agreements applicable to the Bonds or Additional Bonds entered into between the Board and the Department of Housing and Urban Development or any other governmental agency in connection with any debt service subsidy grant; and the Board will take all action necessary to enforce said terms and conditions.

Section 31. That the Board covenants to and with the purchasers of the Series 1981 Bonds that it will make no use of the proceeds of the Series 1981 Bonds at any time throughout the term of this issue of Series 1981 Bonds which, if such use had been reasonably expected on the date of delivery of the Series 1981 Bonds to and payment for the Series 1981 Bonds by the purchasers, would have caused the Series 1981 Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Series 1981 Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Series 1981 Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 32. That the Chairman of the Board is hereby authorized to have control of the Series 1981 Bonds and all necessary records and proceedings pertaining thereto pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 1981 Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Series 1981 Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Series 1981 Bonds.

Section 33. That the Series 1981 Bonds are hereby sold and shall be delivered to _____, for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of \$ _____. It is hereby officially found, determined, and declared that the Series 1981 Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Official Statement dated November 20, 1980, prepared and distributed in connection with the sale of the Series 1981 Bonds. Said Official Notice of Sale and Official Statement have been and are hereby approved by the Board. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board.

G. INTRODUCTIONS

1. U. T. Arlington - President Nedderman
2. U. T. Austin - President Flawn
3. U. T. Dallas - President Jordan
4. U. T. El Paso - President Monroe
5. U. T. Permian Basin - President Cardozier
6. U. T. San Antonio - President Wagener
7. U. T. Tyler - President Stewart
8. Institute of Texan Cultures - Executive Director Maguire
9. Dallas Health Science Center - President Sprague
10. Galveston Medical Branch - President Levin
11. Houston Health Science Center - President Bulger
12. San Antonio Health Science Center - President Harrison
13. University Cancer Center - President LeMaistre
14. Tyler Health Center - Director Hurst
15. Others

H. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. System Administration Committee
Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
Committee Chairman (Mrs.) Blumberg
3. Health Affairs Committee
Committee Chairman Fly
4. Land and Investment Committee
Committee Chairman Hay
5. Committee of the Whole
Chairman Williams
 - a. Open Session
 - b. Executive Session (if business not completed
on Thursday afternoon)

MEETING OF THE BOARD

EMERGENCY ITEM

Date: December 12, 1980

Time: 9:00 a. m.

*has not
taken up*

The following item should be considered on Friday morning following consideration of Item 2 on Pages B of R 10-26:

U. T. AUSTIN - REALLOCATION OF BUILDING USE AND GENERAL FEES IN CONNECTION WITH BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN BUILDING REVENUE BONDS, SERIES 1969, AND BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT AUSTIN COMBINED FEE REVENUE BONDS, SERIES 1971, SERIES 1972, SERIES 1973, SERIES 1978, AND SERIES 1981

RESOLUTION

THE STATE OF TEXAS :
THE UNIVERSITY OF
TEXAS SYSTEM :

WHEREAS, it is hereby found and determined that the Student Building Use Fee hereinafter fixed will be sufficient to produce the amounts which, together with other pledged revenues, are required to pay all debt service, reserve, and other requirements and expenses in connection with Board of Regents of The University of Texas System, The University of Texas at Austin Building Revenue Bonds, Series 1969; and

WHEREAS, it is hereby found and determined that the General Fee hereinafter fixed will be sufficient to produce the amounts which, together with other pledged revenues, are required to pay all debt service, reserve, and other requirements and expenses in connection with Board of Regents of The University of Texas System, The University of Texas at Austin Combined Fee Revenue Bonds, Series 1971, Series 1972, Series 1973, Series 1978, and Series 1981.

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

Section 1. That commencing with the registration for the regular Fall Semester in 1980, the following Student Building Use Fee, which, together with other revenues, is pledged to the payment of the aforesaid Board of Regents of The University of Texas System, The University of Texas at Austin Building Revenue Bonds, Series 1969, is hereby fixed, levied, charged, and ordered to be collected from each student enrolled at The University of Texas at Austin for the use and availability of any, or all, of the Gymnasium Facilities, the Library Facilities, and the Utility Plant, as follows:

\$0.13 per semester credit hour at each of the regular fall and spring semesters, and for each term of each summer session.

Section 2. That commencing with the registration for the regular Fall Semester in 1980, a General Fee for the general use and availability of The University of Texas at Austin is hereby fixed and shall be collected from each student (excepting any student exempt by law) regularly enrolled at The University of Texas at Austin as follows:

\$5.87 per semester credit hour for each of the regular fall and spring semesters, and for each term of each summer session.

Section 3. That the fees fixed and established above constitute a reallocation of the total \$6.00 per semester credit hour fees heretofore authorized for the payment of the bonds described in this Resolution.

**System Administration
Committee**

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Sterling

Date: December 12, 1980

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

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

Page
SAC

1. Board of Regents: Recommendation 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; (b) Appoint Bond Counsel and 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 (1-CW-81) 2

2. U. T. Arlington: Request to (a) Accept Gift of Stock in Tandy Corporation, (b) Appoint Agent to Receive the Stock, and (c) Establish the Eunice and James L. West Chair of Private Enterprise and Entrepreneurship in the College of Business Administration (2-L&I-81) 2

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) 3

1. Board of Regents: Recommendation 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; (b) Appoint Bond Counsel and 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 (1-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
 - 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

2. U. T. Arlington: Request to (a) Accept Gift of Stock in Tandy Corporation, (b) Appoint Agent to Receive the Stock, and (c) Establish 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."

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).--

RECOMMENDATION

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 SAC - 4
- The University of Texas at Austin, Pages SAC 4 - 5
- The University of Texas at Dallas, Page SAC - 6
- The University of Texas Medical Branch at Galveston (Galveston Medical School), Page SAC - 7
- The University of Texas Health Science Center at Houston (Houston Medical School and Houston Dental Branch), Pages SAC 7 - 8
- The University of Texas Health Science Center at San Antonio (San Antonio Medical School and San Antonio Dental School), Pages SAC 8 - 10
- The University of Texas System Cancer Center (M. D. Anderson), Page SAC - 10

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

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 Rehabilita- tion Projects 540,000	
	Amount of Transfer	<u>\$1,090,000</u>	<u>\$1,090,000</u>	10-1-80

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

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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

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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	10-1-80
	Amount of Transfer	<u>\$ 94,417</u>	<u>\$ 94,417</u>	

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S				P R O P O S E D S T A T U S				Effective Dates		
		Salary Rate		Augmen- tation	Total Com- pensation	Salary Rate		Augmen- tation	Total Com- pensation			
		State	Other			State	Other					
<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

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S				P R O P O S E D S T A T U S				Effective Dates		
		Salary Rate		Augmen- tation	Total Com- pensation	Salary Rate		Augmen- tation	Total Com- pensation			
		State	Other			State	Other					
<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

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

1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S					P R O P O S E D S T A T U S					Effective Dates
		Salary Rate			Augmen- tation	Total Com- pensation	Salary Rate			Augmen- tation	Total Com- pensation	
		State	Other	Total			State	Other	Total			
<u>Houston Medical School (Cont'd)</u>												
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
<u>Houston Dental Branch</u>												
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

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S					P R O P O S E D S T A T U S					Effective Dates
		Salary Rate			Augmen- tation	Total Com- pensation	Salary Rate			Augmen- tation	Total Com- pensation	
		State	Other	Total			State	Other	Total			
<u>San Antonio Medical School</u>												
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

Item No.	Explanation	P R E S E N T S T A T U S					P R O P O S E D S T A T U S					Effective Dates
		Salary Rate			Augmen- tation	Total Com- pensation	Salary Rate			Augmen- tation	Total Com- pensation	
		State	Other	Total			State	Other	Total			
<u>San Antonio Medical School (Cont'd)</u>												
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

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

1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S				P R O P O S E D S T A T U S				Effective Dates		
		Salary Rate		Augmen- tation	Total Com- pensation	Salary Rate		Augmen- tation	Total Com- pensation			
		State	Other			State	Other					
<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

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1980-81 BUDGET

Item No.	Explanation	P R E S E N T S T A T U S				P R O P O S E D S T A T U S				Effective Dates		
		Salary Rate		Augmen- tation	Total Com- pensation	Salary Rate		Augmen- tation	Total Com- pensation			
		State	Other			State	Other					
<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.	Reida 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

**Aca. & Dev.
Affairs Com.**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman (Mrs.) Blumberg

Date: December 12, 1980

Time: Following the Meeting of the System Administration Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

	<u>Page A&D</u>
1. U. T. System: <u>Docket of the Chancellor of the System</u>	3
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)	3
3. U. T. Arlington: Proposed Increase in Student Services Fee (Optional) for the Purchase of <u>The Reveille</u> , the University Yearbook, <u>Effective September 1, 1981</u> (Catalog Change)	9
4. U. T. Austin: Proposed Student Registration Fee (Optional) to Support Student Endowed Centennial Fellows Effective Fall Semester 1981	9
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1. U. T. System: Docket No. 14 of the Chancellor of the System. --

RECOMMENDATION

It is recommended that Docket No. 14 of the Chancellor of the System be approved.

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

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 submitted by Vice Chancellor for Academic Affairs Ernest Smerdon was approved by the Board of Regents on October 24, 1980 and is herewith reported for the record. See Pages A&D 4 - 8.

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:

UNIVERSITY

(Title)

By _____
President

ATTEST:

FACILITY

(Title)

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

3. U. T. Arlington: Proposed Increase in Student Services Fee (Optional) for the Purchase of The Reveille, the University Yearbook, Effective September 1, 1981 (Catalog Change).--

RECOMMENDATION

President Nedderman

President Nedderman recommends that the Student Services Fee (Optional) for The Reveille, the University yearbook, be increased from \$12.00 to \$15.00 for fiscal year 1981-82.

Chancellor Walker

Chancellor Walker concurs with President Nedderman's recommendation.

BACKGROUND INFORMATION

At the January 31, 1975 meeting of the Board of Regents, The University of Texas at Arlington was authorized to establish a Student Services Fee (Optional) of \$10.00, for the purchase of The Reveille, the University yearbook. This fee was increased by action of the Board of Regents to \$12.00, at its meeting on December 1, 1978. The State Comptroller's Office has ruled that the sale of the yearbook is subject to State sales tax, and we are requesting that the sales tax be included in the fee. Because of increased costs in production and paper, we are requesting permission to increase the yearbook optional fee to \$15.00, including the sales tax, to be effective September 1, 1981. This would result in a charge of \$14.29 for the yearbook, with the remaining \$.71 attributable to the State sales tax.

SECRETARY'S NOTE: If this recommendation is approved by the Board of Regents, the minute order will reflect that the next appropriate catalog published will be amended to conform.

4. U. T. Austin: Proposed Student Registration Fee (Optional) to Support Student Endowed Centennial Fellows Effective Fall Semester 1981.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents approve a plan initiated by a group of UT Austin student leaders to establish an endowed fund to support "Student Endowed Centennial Fellows." It is proposed that a program of on-campus visits by distinguished scholars and public figures be endowed and supported by a \$1.00 per student optional registration fee. The optional check-off would extend through The University's Centennial period, beginning with the pre-registration procedure for the Fall Semester of 1981 and concluding with the Spring Semester of 1984.

BACKGROUND INFORMATION

The Student Endowed Centennial Fellow program is designed to expose students to a wide range of philosophies, perspectives, and issues through access to and close contact with persons who have attained distinction in their chosen discipline or profession. It is anticipated that a Fellow 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.

Handwritten notes:
Review
Fall
1981

The Fellows are to be selected by the President of The University of Texas at Austin after review of recommendations submitted by a committee comprised of eight sponsoring student leader organizations (i.e., The Friar Society, Mortar Board, Omicron Delta Kappa, Orange Jackets, Silver Spurs, Spooks, Texas Cowboys, and Texas Posse), three students selected by the Senior Cabinet, three members appointed by the President of The University of Texas at Austin, and the UT Austin President or his/her designate.

This optional registration fee will be reviewed and evaluated during the Spring of 1984. The goal for the permanent endowment is at least \$100,000, although income from the fund might be utilized for initial program support once a total of \$10,000 has been contributed.

5. U. T. Austin: Request to Approve Special Private Fund Development Campaign for an Endowment Fund in the College of Fine Arts Including Naming of Facilities Other than Buildings. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend approval of a special private fund development campaign for an endowment fund for the College of Fine Arts pursuant to Regents' Rules and Regulations, Part One, Chapter VII, Section 2.44. Certain facilities other than buildings, within the Fine Arts complex will be named for donors, or individuals named by donors, making significant contributions through the fund development campaign. Receipt of specific gifts and recommended facility names will be subject to subsequent Board of Regents approval pursuant to Regents' Rules and Regulations, Part One, Chapter VIII, Section 1.2.

BACKGROUND INFORMATION

It is contemplated that the naming of facilities other than buildings will be a part of a special private fund development campaign on behalf of the College of Fine Arts at The University of Texas at Austin.

The Performing Arts Center facilities under the jurisdiction of the College of Fine Arts are nearing completion and will be in full operation by the Spring of 1981. This campaign to encourage private gifts to the endowment fund of the College has the support of the College of Fine Arts and its advisory council. Such gifts would be stimulated by offering room-naming opportunities to donors at certain levels of giving.

The College of Fine Arts estimates that such a fund-raising program could increase the endowment of the College by \$4 million, with the endowment income to be dedicated to the enhancement of academic programs in the College.

6. U. T. Austin: Proposed Appointment of Visiting Professor to the Edward Larocque Tinker Chair in Latin American Studies for the Fall Semester 1981. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that Dr. Jorge Balán be appointed as Visiting Professor to the Edward Larocque Tinker Chair in Latin American Studies for the Fall Semester, 1981. This recommendation has the support of the Tinker Professor Selection Committee.

BACKGROUND INFORMATION

The proposed appointee is currently a research associate at the Centro de Estudios de Estado y Sociedad (Center for Studies of State and Society) in Buenos Aires, Argentina. If appointed, he will teach in the Department of Sociology, as well as contribute substantially to the Latin American scholarly activities throughout the University.

7. U. T. Austin (McDonald Observatory): Request to Approve in Principle the Development of Plans for a 300-Inch Telescope and Request for Approval to Seek Funds for this Project.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents approve, in principle, the development of plans for a 300-inch telescope at McDonald Observatory with authorization for the McDonald Observatory and The University of Texas at Austin to seek funding for this project.

BACKGROUND INFORMATION

Astronomy is one of the fundamental sciences with enormous potential for further insights and applications. McDonald Observatory is one of the world's leading institutions in astronomy and the addition of such a large telescope will insure the McDonald Observatory's development as a leader in astronomy. This will be the largest telescope in the world.

Many of the most challenging objects and processes to be studied in the next generation of astronomical research--such as nuclei of exploding galaxies, quasars, the beginning and ending stages of stellar evolution, and the detection and properties of black holes -- are so faint as to be barely detectable with today's largest telescopes, and these telescopes are painfully oversubscribed by users. A larger and more powerful telescope is now essential to maintain the current rate of progress.

The University of Texas McDonald Observatory offers an excellent site for a 300-inch telescope. Its skies are among the darkest of any observatory in the world, and are anticipated to remain that way far into the future. Most observatories are rapidly losing out to light pollution produced by encroaching towns and cities. Additionally, McDonald's outstanding facilities will support a new telescope, and a 300-inch telescope will bring important reinforcements to the older instruments.

8. U. T. Austin - (a) College of Communication Foundation Advisory Council, (b) College of Fine Arts Foundation Advisory Council and (c) College of Liberal Arts Foundation Advisory Council: Acceptance of Membership.--

On September 5, 1980, nominees 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 were approved and acceptance of the membership is herewith reported for the record as set out below:

a. College of Communication Foundation Advisory Council

For one year term ending 1981

Mr. Fred V. Barbee, Jr., El Campo

For three year term ending 1983

Mr. Bill Moyers, New York, New York
Mr. John A. Rector, Dallas

b. College of Fine Arts Foundation Advisory Council

For two year term ending 1982

Mrs. Gail Potts Williamson, Fort Worth

c. College of Liberal Arts Foundation Advisory Council

For three year term ending 1983

Mr. Robert J. Robertson, Beaumont

9. U. T. Austin - College of Business Administration Foundation Advisory Council: Proposed Nominee Thereto (NO PUBLICITY).--

Recommendation

President Flawn and Chancellor Walker recommend that Mr. John T. Stuart, Vice Chairman of Republic National Bank of Dallas, be approved as a nominee to The University of Texas at Austin College of Business Administration Foundation Advisory Council for a term to expire in 1981.

Background

This nomination is to fill the vacancy created by the resignation of Mr. William D. Hawkins, Houston, in August, 1980.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

10. 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.

11. U. T. Dallas: Proposed Designation of Official Colors and Theme and Mascot for Use in Athletic Activities.--

RECOMMENDATION

President Jordan and Chancellor Walker recommend that orange (Sherwin-Williams Kem Lustral Enamel #F65 E36), emerald green (Sherwin-Williams Kem Lustral Enamel #F65 G43) and white be designated as official colors, and that the Comets be designated as the theme and mascot, for use in connection with athletic activities at U.T. Dallas.

BACKGROUND INFORMATION

U.T. Dallas is currently a member of the National Association of Intercollegiate Athletics and the National Collegiate Athletic Association, with club sport teams in men and women's tennis, men's baseball, and women's softball. Efforts are also underway to establish a soccer team. The colors and mascot described above are therefore chosen in accordance with Subsections 10.2 and 10.4 of Chapter I, Part Two, of the Regents' Rules and Regulations which allow institutions to select colors and mascots for use in athletic activities.

A student/faculty committee at U.T. Dallas participated in the mascot and theme name selection process. Student body input on this matter was also solicited through the use of ballots in the U.T. Dallas student newspaper.

12. U. T. Dallas: Proposed Appointments to the Board of Directors of The Aerospace Heritage Foundation, Inc., and Proposed Increase of Membership.--

RECOMMENDATION

President Jordan and Chancellor Walker concur in the recommendation of the Board of Directors of the Aerospace Heritage Foundation that:

- (1) Mr. R. V. Carlton, Dallas, retired; former member of The Braniff Foundation, one of the founders of Braniff Airways and Mr. Henry Stuart, Dallas, president of Addison Airport Corporation be appointed to the Board of Directors to fill

vacancies caused by the resignation of Mr. James L. Crowson and Mr. James E. Lockart, and

- (2) Article II, Section 2 of the Bylaws of the Foundation be amended to increase the authorized membership of the Board of Directors from five to eleven. Recommendations to fill these vacancies will be made at a future date.

BACKGROUND

The Aerospace Heritage Foundation is an Internal Corporation as defined in the Regents' Rules and Regulations, Part One, Chapter VII, Section 6 and the Board of Regents is, under the charter of this corporation, authorized to appoint the Board of Directors and approve amendments to the Bylaws. This increased membership in the Board will allow a more active solicitation of funds to endow the activities of the History of Aviation Collection.

13. U. T. Dallas - Callier Center for Communication Disorders Advisory Council: Proposed Nominee Thereto (NO PUBLICITY).--

Recommendation

President Jordan and Chancellor Walker recommend that Mr. Stuart M. Bumpas, an attorney with the law firm of Locke, Purnell, Boren, Laney & Neely, Dallas, be approved as a nominee to The University of Texas at Dallas Advisory Council for the Callier Center for Communication Disorders for a term to expire in 1981.

Background

This nomination is to fill a vacancy from an unfilled term, and coincides with Mr. Bumpas' appointment to the Board of the Foundation for Callier Center and Communication Disorders.

In accordance with usual procedures, no publicity will be given to this nomination until acceptance is received and reported for the record at a subsequent meeting of the Board of Regents.

14. U. T. El Paso: Proposed Agreement with New Mexico State University and the Commandant, Air Force ROTC, El Paso, Texas (Extension of Air Force ROTC).--

RECOMMENDATION

President Monroe and Chancellor Walker recommend that approval be given to the agreement set out on Pages A&D 14-16 among The University of Texas at El Paso, New Mexico State University, and the Commandant, Air Force ROTC, El Paso, Texas, which would establish an extension of New Mexico State University's Air Force ROTC program on the U.T. El Paso campus.

This agreement has been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel.

BACKGROUND INFORMATION

This agreement provides qualified students at U.T. El Paso an opportunity to participate in Air Force ROTC and receive a reserve commission upon graduation and completion of the Air Force ROTC program.

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) [Signature]
Professor of Aerospace Studies
Detachment 505

FOR THE COMMANDANT, AIR FORCE ROTC

(NAME) Chris H. Wilson

(TITLE) Commandant, West Area AFROTC

FORM APPROVED:

[Signature]
General Counsel of
the System

CONTENT APPROVED:

[Signature]
Vice Chancellor for Academic
Affairs

[Signature]
Chancellor

ATTEST:

Secretary, Board of
Regents of The
University of Texas System

Chairman, Board of Regents
The University of Texas System

15. U. T. El Paso: Proposed Affiliation Agreement with Barbara Montoya d/b/a Montoya Productions, El Paso, Texas.--

RECOMMENDATION

President Monroe and Chancellor Walker recommend that approval be 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 was executed by the appropriate officials on October 31, 1980, to be effective upon approval by the Board of Regents.

PURPOSE

The proposed agreement will provide educational experiences for students in U.T. El Paso's mass communications program.

This agreement is based on the model agreement adopted October 24, 1980.

16. U. T. El Paso: Request to Seek Permission from Coordinating Board to Establish a Certification Program in Vocational Office Education (Catalog Change).--

RECOMMENDATION

President Monroe and Chancellor Walker recommend approval to establish a certification program in Vocational Office Education at U.T. El Paso which was requested by the Texas Education Agency to provide in-service professional activities through specified teacher education certification courses.

BACKGROUND INFORMATION

The program is being offered as a public service program at the request of the Texas Education Agency, and would service approximately 150 business teachers in the El Paso area. No new facilities, faculty, or fiscal resources are needed to implement the program. It will be funded with federal funds through the Texas Education Agency.

If approved by the Board of Regents, the proposal for this program will be forwarded to the Coordinating Board for its review and appropriate action.

SECRETARY'S NOTE: If this recommendation is approved by the Board of Regents, the minute order will indicate that if approved by the Coordinating Board the next appropriate catalog published will be amended to reflect this action.

A copy of the proposal is on file in the Office of the Secretary.

17. U. T. Tyler: Proposed Establishment of Development Board and Proposed Nominees Thereto (NO PUBLICITY).--

Recommendation

President Stewart and Chancellor Walker recommend that, in accordance with the Regents' Rules and Regulations, Part One, Chapter VII, Section 2.1, a Development Board be authorized for The University of Texas at Tyler,

and that the individuals set forth below be approved as the initial nominees to the membership of that Board for the terms indicated.

THE UNIVERSITY OF TEXAS AT TYLER

Recommended Appointments to Membership

Development Board

a. Membership

Authorized None Recommended 25

b. Reappointments

None

c. New Appointments

For one year terms ending 1981

Mr. Jeff Austin, Jr., Jacksonville, Business: President,
First National Bank

Mr. Bill G. Hartley, Tyler, Business: President,
Southside State Bank

Mr. J. S. Hudnall, Tyler, Business: Geologist, Hudnall
and Hudnall

Mr. H. J. McKenzie, Tyler, Business: Consulting Engineer

Mr. Robert J. Phillips, Tyler, Business: Chairman of the
Board and Chief Executive Officer, Philco Industries, Inc.

Mr. Royce E. Wisenbaker, Tyler, Business: Senior Partner,
Wisenbaker-Fix and Associates

Jim M. Vaughn, M.D., Tyler, Business: Ophthalmologist

For two year terms ending 1982

Mr. Charles L. Childers, Tyler, Business: President, Tyler
Bank and Trust Company

Mr. Charles K. Devall, Kilgore, Business: Publisher Emeritus,
Kilgore News-Herald

Mr. Charles F. Hawn, Athens, Business: President, Hawn
Lumber Company

B. H. McVicker, M.D., Lufkin, Business: Physician and
Chairman of the Board, Texas National Bank

Mr. A. W. "Dub" Riter, Jr., Tyler, Business: Chairman of
the Board, The Peoples National Bank

Mr. Isadore Roosth, Tyler, Business: President, Roosth and
Genecov Production Company

Mr. Earl L. Story, Jr., Tyler, Business: Vice President and
General Manager, Story Wright, Inc.

Mr. Keating V. Zeppa, Tyler, Business: President and Chairman
of the Board, Delta Drilling Company

For three year terms ending 1983

Mr. C. Quentin Abernathy, Gladewater, Business: Chairman of
the Board, The First State Bank

Mr. Henry M. Bell, Jr., Tyler, Business: President and
Chairman of the Board, Citizens First National Bank of Tyler

Mr. Allen M. Burt, Tyler, Business: President and Chief
Executive Officer, Heritage National Bank

Earl W. Clawater, Jr., M.D., Tyler, Business: Urologist

Mr. Wilton H. Fair, Tyler, Business: Attorney and General
Partner, Fair Oil Ltd.

Mr. George W. Pirtle, Tyler, Business: Geologist

Mr. Ralph Spence, Tyler, Business: Independent Oil Operator

d. Unfilled Terms

Terms Expire

One	1981
One	1982
One	1983

Background

Currently, some of the private fund needs of U.T. Tyler are being met by The University of Texas at Tyler Educational Foundation. This is an external foundation which has also provided limited private fund support prior to the institution's becoming a component of The University of Texas System. While this foundation will continue, the establishment of a development board directly responsible and available to the president will enlarge the scope and variety of private fund development programs and broaden the base of community support for this campus. This is the only component which does not have an authorized development board or a group authorized to function as a development board.

In accordance with usual procedures, no publicity will be given to these nominations until acceptances are received and reported for the record at a subsequent meeting of the Board of Regents.

18. U. T. Tyler: Request for Approval to Establish The President's Associates for Private Fund Development Purposes.--

Recommendation

President Stewart and Chancellor Walker recommend approval for the establishment of a new private fund development group to be designated "The President's Associates" at The University of Texas at Tyler.

Background

President Stewart has recommended that he be authorized to initiate a President's Associates group as a part of his private fund development program. This group, similar to those already authorized for several components, will be organized in accordance with the following guidelines:

- 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 FOR 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. \$1,000 for two years or \$5,000 for ten years) will be accepted only if donor specifies the gift as "prepayments."

19. U. T. Austin: Request to Approve Special Private Fund Development Campaign in the School of Law Including Naming of Facilities Other Than Buildings.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that, pursuant to Section 2.44 of Chapter VII, Part One of the Regents' Rules and Regulations, the Board approve a special fund-raising 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 U.T. Austin. It is expected that most of the funds raised by the campaign will be used to increase the endowment funds of the Foundation. By its Charter, the Foundation's funds are dedicated to the benefit of the Law School.

President Flawn and Chancellor Walker also recommend that, pursuant to Sections 1.2 and 1.3, Chapter VII, Part One of the Regents' Rules and Regulations, the Board approve in principle the naming of rooms and facilities in the Law School for the purpose of memorializing and otherwise recognizing substantial and significant donors (or individuals designated by such donors) to the special fund-raising campaign.

BACKGROUND INFORMATION

Construction recently has been completed on the new addition to Townes Hall. Dedication ceremonies are planned for January, 1981. The U.T. Austin Development Board, the U.T. Austin School of Law and The University of Texas Law School Foundation wish to take advantage of this circumstance to increase the endowment funds of The University of Texas Law School Foundation and to increase the amount of private funds otherwise available to the School of Law.

The following kinds of rooms and facilities are considered to be appropriate for naming:

- Library Reading Rooms
- Seminar Rooms
- Conference Rooms
- Courtroom
- Classrooms
- Student Organization Offices
- Lounge Areas
- Faculty Offices

A specific recommendation for the naming of each particular room and facility will be submitted to the Board for approval as the fund-raising campaign progresses.

20. U. T. Austin - College of Fine Arts Foundation Advisory Council: Proposed Increase in Membership and Request to Establish an Art Museum Committee.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the authorized membership of the College of Fine Arts Advisory Council be increased from 30 to 35, and that from the membership of this Council the establishment of an Art Museum Committee be authorized.

BACKGROUND INFORMATION

With the pending project to construct a new Art Museum at The University of Texas at Austin, President Flawn finds the need to appoint an Art Museum Committee related to the development of this new facility. This request to increase the membership of the College of Fine Arts Advisory Council is to add breadth and depth in the museum area.

**Buildings &
Grounds Com.**

BUILDINGS AND GROUNDS COMMITTEE

Date: December 11, 1980

Time: 10:00 a. m.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

Page
B & G

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U. T. AUSTIN

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U. T. DALLAS

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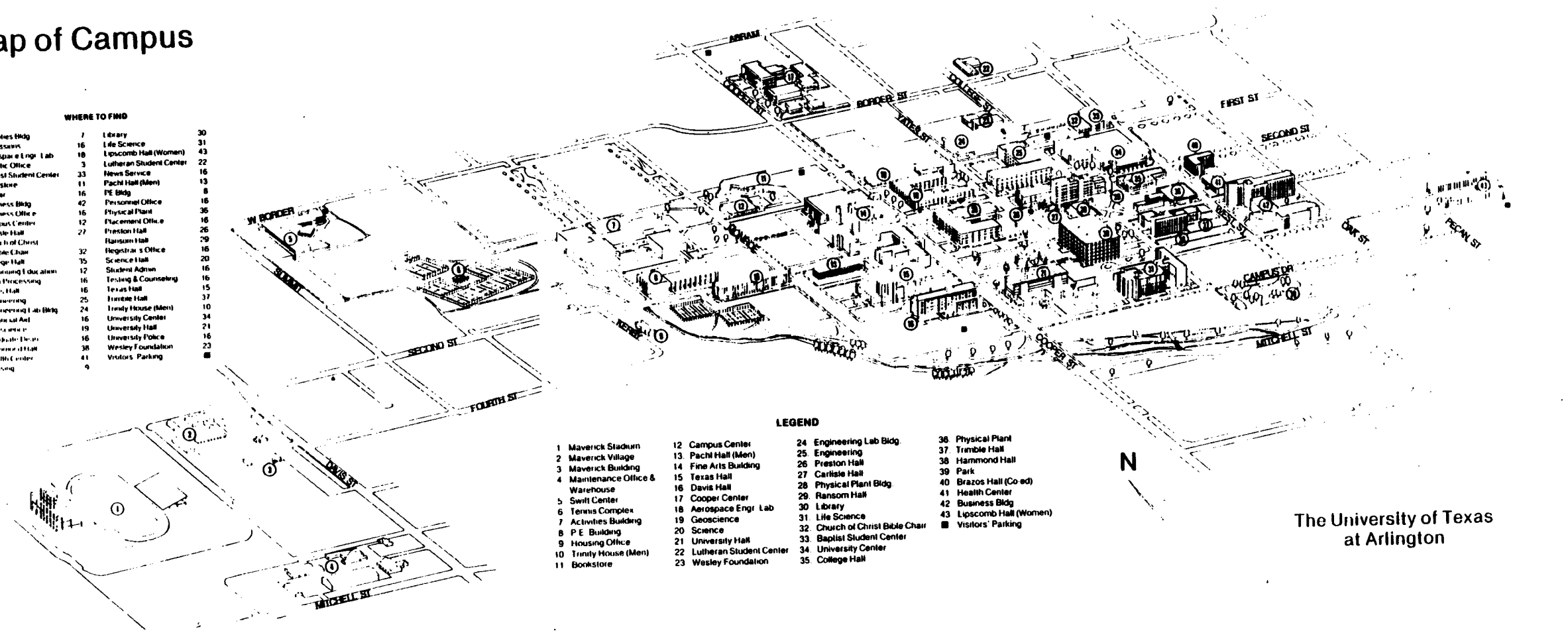
UNIVERSITY CANCER CENTER

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Map of Campus

WHERE TO FIND

Activities Bldg	7	Library	30
Admissions	16	Life Science	31
Aerospace Engr Lab	18	Lipscomb Hall (Women)	43
Athletic Office	3	Lutheran Student Center	22
Baptist Student Center	33	News Service	16
Bookstore	11	Pachl Hall (Men)	13
Busbar	16	PE Bldg	8
Business Bldg	42	Personnel Office	16
Business Office	16	Physical Plant	36
Campus Center	12	Placement Office	16
Carlisle Hall	27	Ransom Hall	26
Church of Christ	32	Registrar's Office	29
Dietary Hall	32	Science Hall	16
College Hall	35	Student Adm'n	20
Continuing Education	12	Student Adm'n	16
Data Processing	16	Testing & Counseling	16
Davis Hall	16	Texas Hall	15
Engineering	25	Terrace Hall	37
Engineering Lab Bldg	24	Trinity House (Men)	10
Engineering Aul	16	University Center	34
Evangelical	19	University Hall	21
Geoscience	16	University Police	16
Health Center	38	Wesley Foundation	23
Housing	9	Visitors' Parking	■



LEGEND

1 Maverick Stadium	12 Campus Center	24 Engineering Lab Bldg	36 Physical Plant
2 Maverick Village	13 Pachl Hall (Men)	25 Engineering	37 Trimble Hall
3 Maverick Building	14 Fine Arts Building	26 Preston Hall	38 Hammond Hall
4 Maintenance Office & Warehouse	15 Texas Hall	27 Carlisle Hall	39 Park
5 Swift Center	16 Davis Hall	28 Physical Plant Bldg	40 Brazos Hall (Co-ed)
6 Tennis Complex	17 Cooper Center	29 Ransom Hall	41 Health Center
7 Activities Building	18 Aerospace Engr Lab	30 Library	42 Business Bldg
8 P.E. Building	19 Geoscience	31 Life Science	43 Lipscomb Hall (Women)
9 Housing Office	20 Science	32 Church of Christ Bible Chair	■ Visitors' Parking
10 Trinity House (Men)	21 University Hall	33 Baptist Student Center	
11 Bookstore	22 Lutheran Student Center	34 University Center	
	23 Wesley Foundation	35 College Hall	

The University of Texas
at Arlington

1. U. T. SYSTEM: VINEYARD FIELD WAREHOUSE (UNIVERSITY LANDS - SURFACE INTERESTS, LEASING AND AGRICULTURAL PROJECTS) (PROJECT NO. 101-464) - RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

Manager of University Lands Billy Carr, Vice Chancellor Boyd and Chancellor Walker recommend that the Board approve the inscription as set out below for a plaque to be placed on the Vineyard Field Warehouse.

This inscription follows the standard pattern approved by the Board at the meeting held 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

BACKGROUND INFORMATION

At the October 1980 Board meeting, a construction contract in the amount of \$98,289 was awarded to Basco Building Systems, Odessa, Texas.

2. U. T. ARLINGTON: REQUEST TO GRANT EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY FOR NEW UNDERGROUND ELECTRIC SERVICE TO STUDENT HOUSING COMPLEX

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that an underground easement be granted to Texas Electric Service Company for a new electric service to the Student Housing Complex now under construction, a copy of which is found on Pages B&G ____ and B&G ____.

BACKGROUND INFORMATION

The Texas Electric Service Company has requested an easement and right-of-way for a new underground electric service to the Student Housing Complex now under construction at 900 West Second Street, Arlington, Texas.

This easement is located on property described as Block 3, Lots 1-12, Ritchie Haydon Addition, City of Arlington, Tarrant County, Texas.

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:

Leonard Shriver

Joe E. Bayl

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:

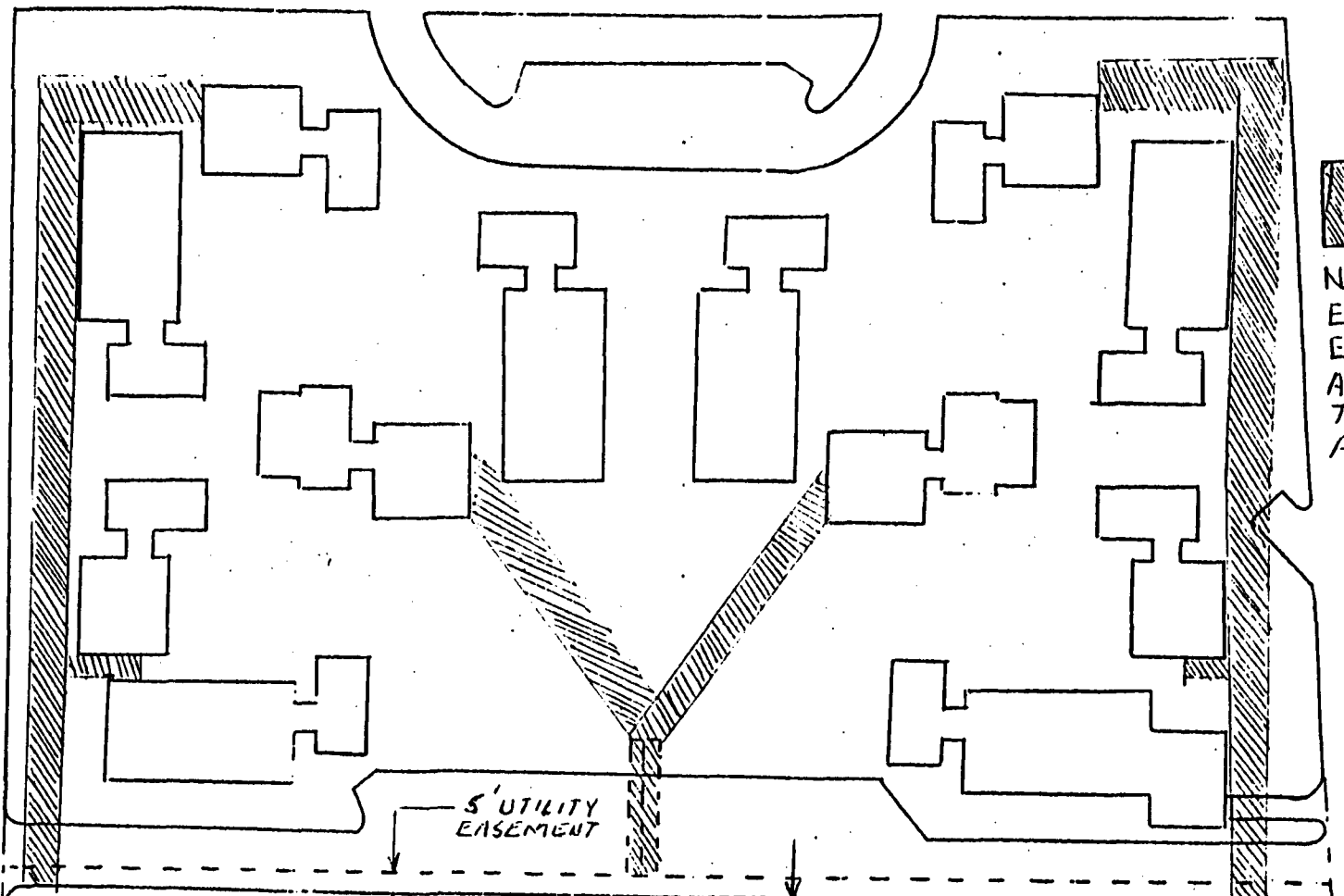
W. 2ND



NOTE: THIS AREA DESIGNATES EASEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION AND IS NOT INTENDED TO BE ON, IN, OR UNDER ANY BUILDING

B & G - 6

SHADY LANE



UTA STUDENT HOUSING

ST.

5' UTILITY EASEMENT

5 UTILITY EASEMENT

BEING BLOCIC 3, LOTS 1-12, RITCHIE-HAYDON ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

KERBY

EXHIBIT A

3. U. T. ARLINGTON: REQUEST TO GRANT EASEMENT TO TEXAS ELECTRIC SERVICE COMPANY FOR NEW UNDERGROUND ELECTRIC SERVICE TO COOPER SOUTH APARTMENTS

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that an underground easement be granted to Texas Electric Service Company for a new electric service to the Cooper South Apartments, as set forth on Pages B&G _____ and B&G _____.

BACKGROUND INFORMATION

Texas Electric Service Company has requested an easement and right-of-way for a new underground electric service to the Cooper South Apartments located at 402 South Cooper Street, Arlington, Texas.

The ten-foot wide underground easement is located on property described as Lot 1, T. A. Keith Subdivision, City of Arlington and is more particularly described in Volume 388-Q, Page 545, Plat Records Tarrant County, Texas.

The Administration of U. T. Arlington has requested abandonment of the existing overhead electric easement.

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:

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:

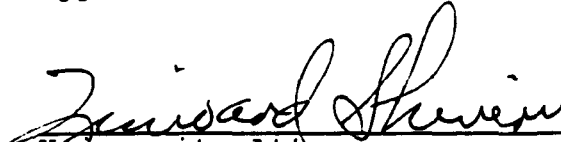
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

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:



University Attorney



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:

DATE	SUBJECT: U.T.A. - HOUSING	JOB NO. 205P115
JAB		SHEET NO. OF
DATE	UC TEL NO. YES FOR NO	MAP SHEET
DATE	UC YES/NO YES N.R. 1/2	SCALE
DATE	DATE	TYPE TRIM
DATE	SPECIAL OCCUPANCY OR PERM. EASEMENT	POLES & ANCHORS STAKED



ST.

BORDER

ST.

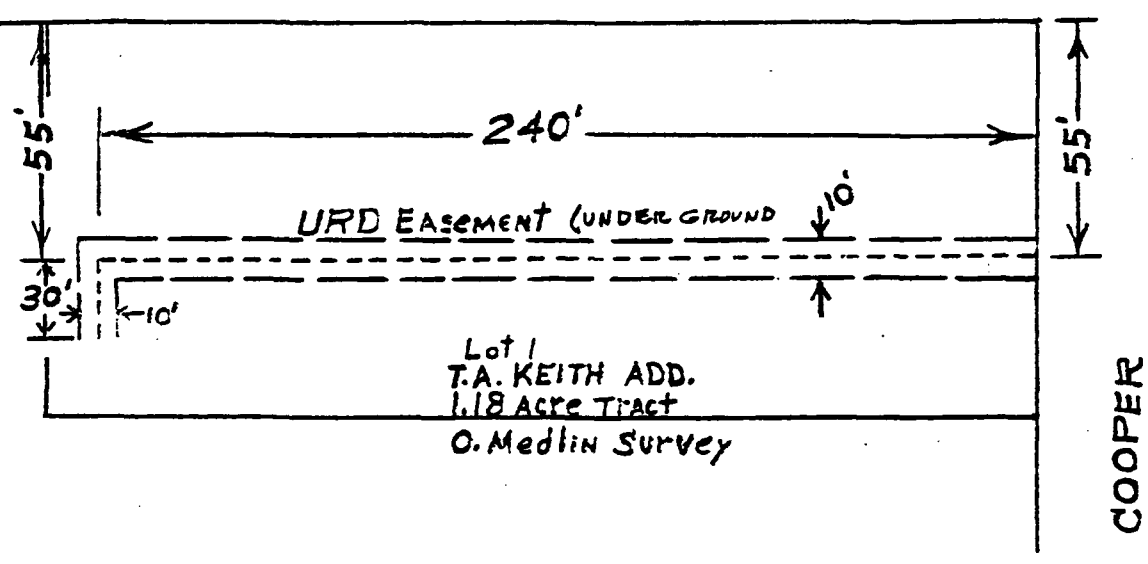
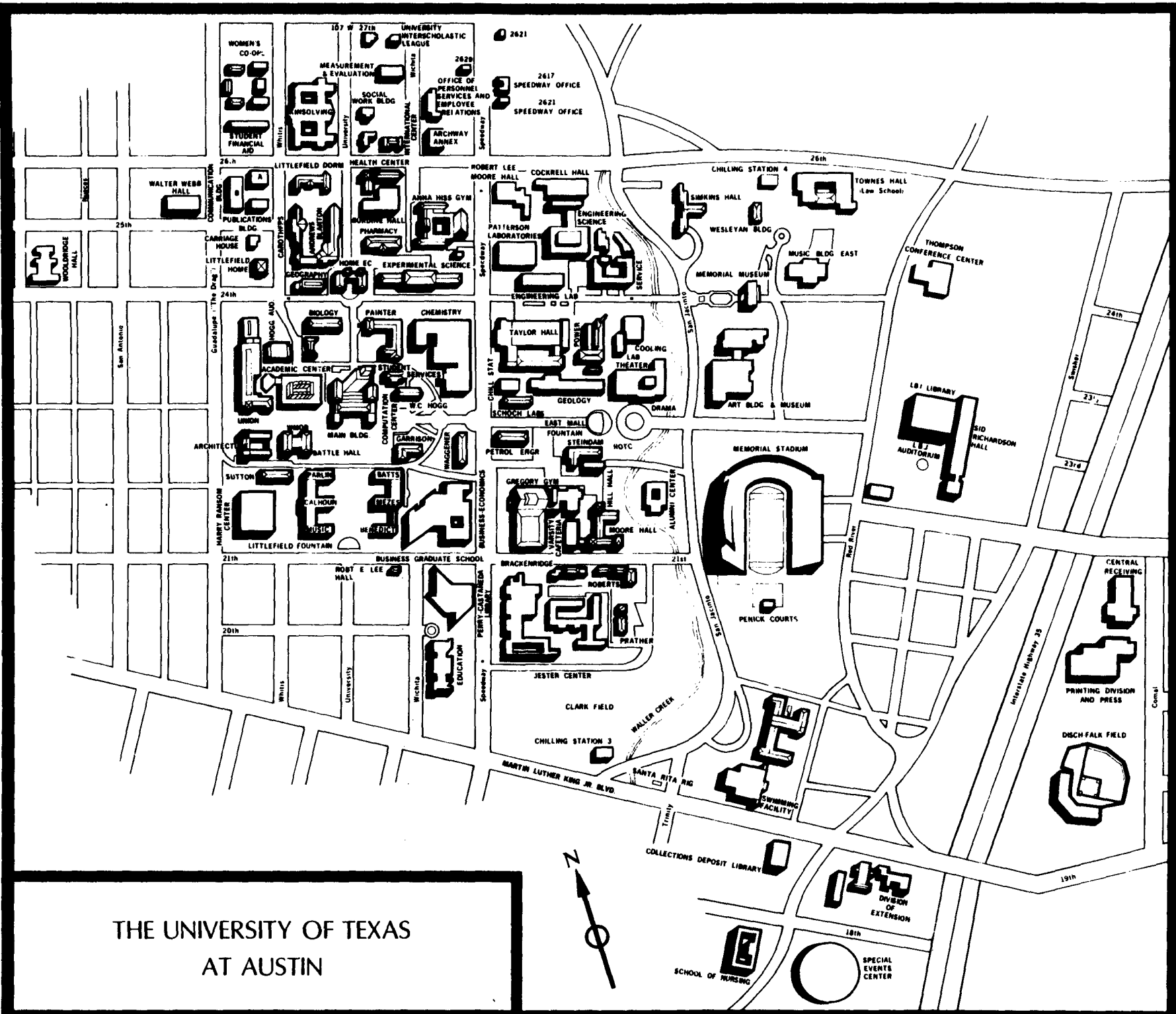


EXHIBIT "A"

APPROVED BY: _____ TITLE: _____
 DATE: _____



THE UNIVERSITY OF TEXAS
AT AUSTIN

4. U. T. AUSTIN: ATHLETIC FACILITIES SOUTH OF MEMORIAL STADIUM - REQUEST FOR FEASIBILITY STUDY, APPOINTMENT OF CONSULTING ARCHITECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a feasibility study for athletic facilities south of Memorial Stadium
- b. Appoint a Consulting Architect from the list set out below 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 for consideration
- c. Appropriate \$20,000 from Funds of the Intercollegiate Athletics Council for Men for the feasibility study including fees and related expenses.

BACKGROUND INFORMATION

A feasibility study is needed to determine the scope and estimated cost of proposed athletic facilities south of Memorial Stadium.

In a letter to Chancellor Walker, President Flawn has outlined some needs as follows:

"It has been proposed that a structure providing new locker room facilities and an open public concourse above the facilities be constructed to join the east and west sides of Memorial Stadium at the south end. Other facilities supporting activities in the stadium might also be located within the structure, and provision could be made for future expansion on the south side. The proposed construction would involve the site now occupied by the Penick Tennis Courts.

"The existing five tennis courts are inadequate to support the programs in intercollegiate athletics for men and women. Moreover, the existing spectator seating is rapidly deteriorating and there is no provision for support facilities at the present site. The need is for at least twelve tennis courts which could be used by the programs for men and women and also for some of our organized classes in physical education. The site proposed is north of 20th Street and south of the new construction proposed at the south end of the stadium."

LIST OF FIRMS PROPOSED FOR APPOINTMENT

<u>Consulting Architect for Feasibility Study</u>	<u>Recent U. T. System Projects</u>
Jessen Associates, Inc., Austin, Texas	U. T. Austin: Townes Hall Alterations and Additions Galveston Medical Branch: Texas Department of Corrections Hospital (In association with Houston firm)
Barnes, Landes, Goodman & Youngblood, Austin, Texas	U. T. Austin: Feasibility Study for Expansion of Physical Plant Facilities
Pflugger & Polkinghorn, Austin, Texas	U. T. Austin: Surge Facilities at Wooldridge Hall
Wilson Stoeltje & Martin, Inc. Austin, Texas	U. T. System: Ashbel Smith Hall, Completion of Fifth Floor U. T. Austin: Refurbishment of 1941 Music Building U. T. Austin: Student Family Housing
✓ O'Connell, Probst, Zelsman & Grobe, Inc., Austin, Texas	None

5
U. T. AUSTIN: CONTINUATION OF EAST CAMPUS SITE, STREET AND PARKING IMPROVEMENTS (PROJECT NO. 102-270) REQUEST FOR APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Confirm its authorization to widen Red River Street from 26th Street to Martin Luther King, Jr. Boulevard, including improvements to connecting streets, parking areas and related landscaping on the East side of the Campus
- b. Appoint John C. Robinson, Jr., Austin, Texas, as 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 future meetings
- c. Appropriate \$65,000 from Interest on Construction Funds Time Deposits for fees, surveys, and related project expenses during preparation of preliminary plans.

BACKGROUND INFORMATION

In September 1980, the Board of Regents authorized the widening of Red River Street and other necessary associated work; the initial phases of which will provide additional parking spaces convenient to the Performing Arts Center. The Board authorized the widening to be made a part of the Utilities Expansion Project, primarily for the purpose of expediting design and construction. The initial phase of street widening was accomplished under that project, with bids taken on November 18th. The remainder of the street widening and associated work, which is largely landscaping in nature, can proceed at a more deliberate and less urgent pace. For that reason, it is appropriate to appoint a project architect with special sensitivity for site development to design the remainder of the project.

It is the opinion of the Administration of U. T. Austin and the Office of Facilities Planning and Construction that a good choice for appointment as project architect is John C. Robinson, Jr., Austin, Texas. He has previously designed street, parking and landscape projects on the Austin campus which have been well received. The improvements on the West Mall, on the South and West boundaries of the campus, and along Waller Creek and San Jacinto Boulevard are among these projects. It is desirable to continue these same design concepts along Red River Street. Preliminary plans and cost estimates will be presented to the Board for consideration at a future meeting.

6. U. T. AUSTIN: RENOVATION OF OUTDOOR SPORTS FACILITIES (PROJECT NO. 102-406) WHITAKER FIELD EAST SEGMENT - REQUEST TO GRANT RIGHT-OF-WAY TO CITY OF AUSTIN FOR RIGHT TURN LANE

RECOMMENDATION

President Flawn and Chancellor Walker recommend that a right-of-way easement be conveyed to the City of Austin to maintain a right turn lane from North Guadalupe Street onto West 51st Street adjacent to Whitaker Field in North Austin.

BACKGROUND INFORMATION

The construction contract awarded in September 1980 for the Renovation of Outdoor Sports Facilities will make provision for a right turn lane from North Guadalupe onto West 51st Street to allow unobstructed shuttle bus traffic to the tennis center complex located on West 51st Street. Granting a right-of-way easement of approximately 1500 square feet will allow for maintenance of this right turn lane by the City of Austin after it is constructed by the University.

114
J. H.

The proposed document is provided herewith on pages B&G ____ and B&G ____.

STREET EASEMENT

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

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

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

By: _____
DAN C. WILLIAMS, Chairman

Approved as to Form:

Edward Shivers
University Attorney

Approved as to Content:

Joe E. Bayl

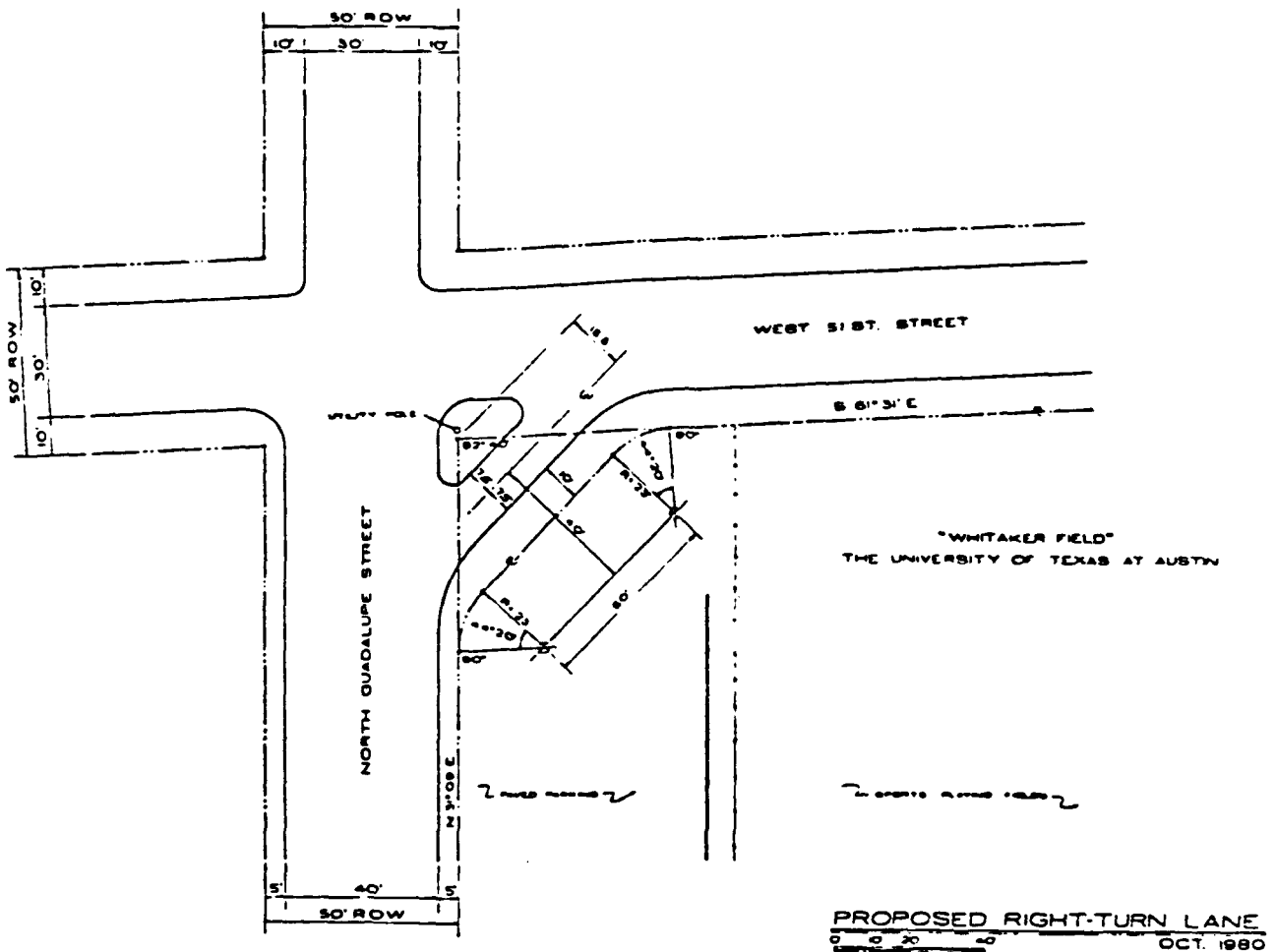


EXHIBIT "A"

B & G - 14

7. U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT PORT ARANSAS - REQUEST FOR FEASIBILITY STUDY FOR PROPOSED AUDITORIUM, APPOINTMENT OF CONSULTING ARCHITECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a feasibility study for the construction of an auditorium at the Marine Science Institute at Port Aransas
- b. Appoint a Consulting Architect from the list set out below 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.
- c. Appropriate \$10,000 from Interest on Construction Funds Time Deposits for the feasibility study including fees and related expenses.

BACKGROUND INFORMATION

About 10 years ago, preliminary plans were prepared for construction of a new laboratory building and an auditorium at the Port Aransas Marine Science Institute. The plans were tabled due to funding limitations. However, these projects are still part of the general land use plan for the Institute, and considerable interest exists in reviving at least part of this previously planned project.

The Administration of U. T. Austin requests authorization for a feasibility study to define the scope and estimated construction cost of an auditorium facility at the Port Aransas Marine Science Institute.

CONSULTING ARCHITECT FOR FEASIBILITY STUDY

RECENT U. T. SYSTEM PROJECTS

GEORGE L. INGRAM & ASSOCIATES,
BEAUMONT, TEXAS

None

MILLER-TALLEY ASSOCIATES,
HOUSTON, TEXAS

None

RAPP-FASH-SUNDIN, INC.,
HOUSTON & GALVESTON, TEXAS

None in the last five years.

O'CONNELL, PROBST, ZELSMAN & GROBE, INC.,
AUSTIN, TEXAS

None

HOOVER & HAMILTON & ASSOCIATES
TEXAS CITY, TEXAS

None

8. U. T. AUSTIN: MEMORIAL STADIUM/BELLMONT HALL - 9TH LEVEL IMPROVEMENTS - REQUEST FOR FEASIBILITY STUDY, APPOINTMENT OF CONSULTING ARCHITECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a feasibility study for various improvements on the 9th Level of Memorial Stadium/Bellmont Hall

- b. Appoint a Consulting Architect from the list set out below 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.
- c. Appropriate \$10,000 from Intercollegiate Athletics Funds for the feasibility study including fees and related expenses.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Flawn has requested an investigative study for improvements to the Ninth Level of Belmont Hall, as follows:

"Immediately above the Memorial Stadium press box there is an unfinished open concrete deck which is accessible from the ninth level of Belmont Hall. The area is sheltered by the upper deck cantilevered seating and is presently enclosed by only a guard rail.

"The Intercollegiate Athletics Council for Men has requested that a study be conducted to determine the feasibility, including a cost estimate, of enclosing this area for installation of a lounge area to be used in conjunction with development activities. While complete visibility of the playing field is not excellent from the deck, due to the overhead cantilevered seating, a good view is available along the forward edge which could accommodate one row of spectator chairs.

"The project would also involve an adjacent storage room (Room 928) which would be finished and converted to accommodate food and beverage service requirements."

CONSULTING ARCHITECT FOR FEASIBILITY STUDY

RECENT U. T. SYSTEM PROJECTS

DANZE & DAVIS ARCHITECTS, INC.,
AUSTIN, TEXAS

None

R. J. LACKEY, AUSTIN, TEXAS

None

COFFEE & CRIER ARCHITECTS,
AUSTIN, TEXAS

U. T. Austin: R. L. Moore 11th
Floor Remodeling

O'CONNELL, PROBST, ZELSMAN & GROBE, INC.,
AUSTIN, TEXAS

None

CHARTIER NEWTON, ARCHITECT AIA,
AUSTIN, TEXAS

U. T. Austin: School of Architecture
Improvements (In Association with
Dallas Firm)

U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT GALVESTON - DOCKSIDE UTILITY BUILDING - REQUEST FOR PROJECT AUTHORIZATION, SUBMISSION OF PROJECT TO COORDINATING BOARD, APPOINTMENT OF PROJECT ARCHITECT TO PREPARE FINAL PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize construction of a dockside utility building at the Marine Science Institute at Galveston at an estimated total project cost of \$1,003,000 and submission of the project to the Coordinating Board, Texas College and University System

- b. Appoint a Project Architect from the list set out below to prepare final plans and cost estimate to be presented at a future Board meeting
- c. Appropriate \$31,000 from Permanent University Fund Bond Proceeds for fees and related project expenses through completion of final plans.

BACKGROUND INFORMATION

In a letter to Chancellor Walker, President Flawn has outlined the new building needed at the Marine Science Institute at Galveston as follows:

"I write to request authorization for construction of a building to support dockside activities at the Marine Science Institute at Galveston. Space is not available for these activities within Maurice Ewing Hall, nor is that building properly located for these activities even if the needed space were available.

"The building would occupy about 6,000 square feet of ground generally west of the existing improved parking lot with its west end located about twenty feet from the existing dock. The area immediately surrounding the building as well as the open area to the west of Maurice Ewing Hall would be paved with asphalt to provide additional outdoor spaces for support activities for our research vessels as needed from time to time. The building would be a two-story structure with shops located on two levels along the south side, offices located at the west end on the second level, and the majority of the remaining space would be a two-level open bay area which need not be air-conditioned."

Preparation of final plans will expedite the start of this needed project.

The proposed project includes construction of a two-story building with a ground print of 6,000 square feet and a usable interior area of approximately 9,000 gross square feet. It 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. 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.

CONSULTING ARCHITECT

GEORGE L. INGRAM & ASSOCIATES,
BEAUMONT, TEXAS

RAPP-FASH-SUNDIN, INC.
HOUSTON & GALVESTON, TEXAS

WHITE BUDD VAN NESS PARTNERSHIP
HOUSTON & BEAUMONT, TEXAS

LOUIS LLOYD OLIVER & TIBOR BEERMAN,
GALVESTON, TEXAS

PAGE SOUTHERLAND PAGE,
HOUSTON, TEXAS

RECENT U. T. SYSTEM PROJECTS

None

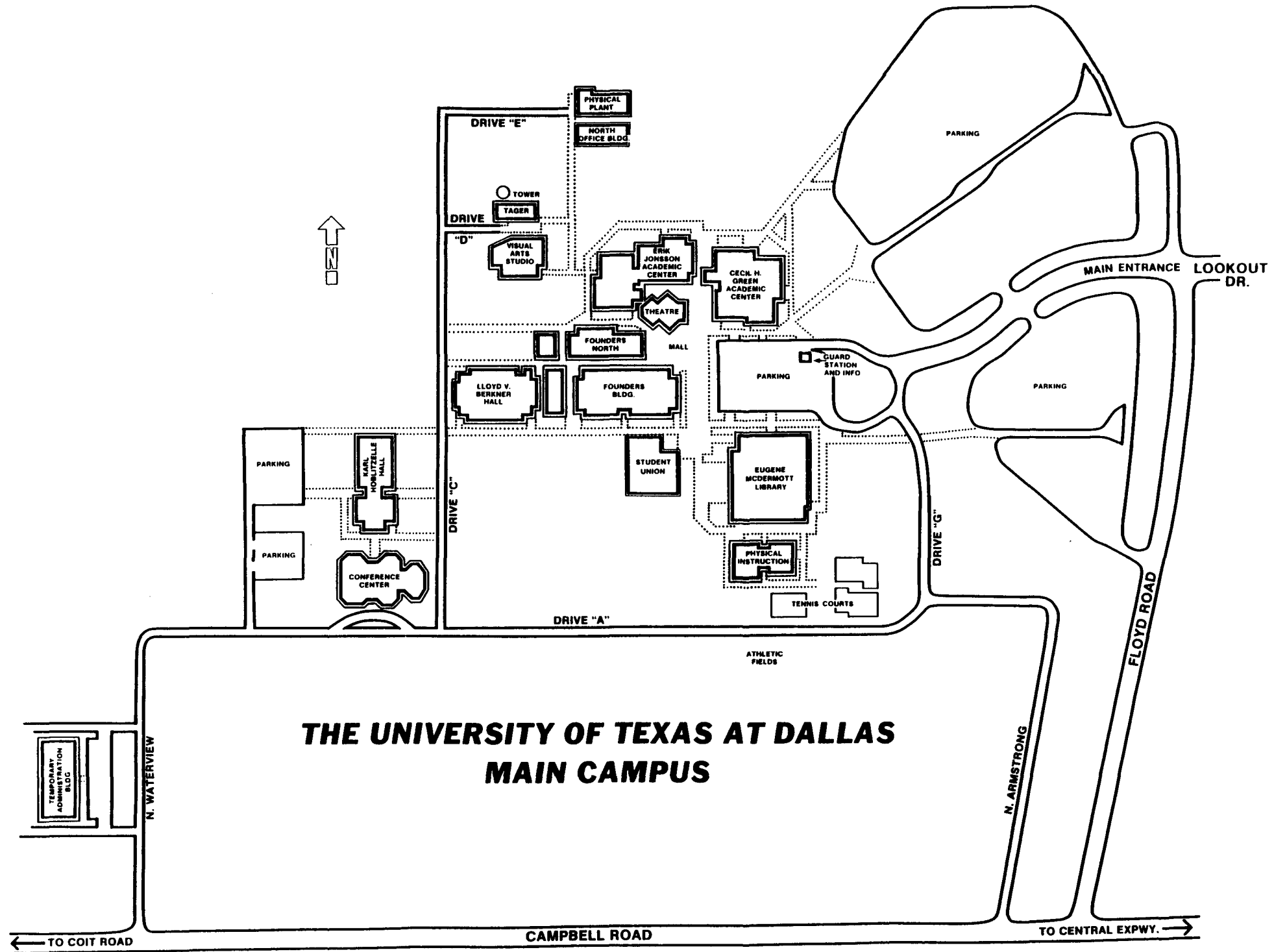
None in the last five years.

U. T. Austin: Addition to Pharmacy Building

U. T. Austin: Balcones Research Center, Feasibility Study

Galveston Medical Branch:
Parking Facility
Remodeling Level 1 Basic Science Physical Plant Building, Phase I
Pharmacology Building, Remodeling and Addition
Swimming Pool

Galveston Medical Branch:
Ambulatory Care Center
Remodeling John Sealy Hospital
Houston Health Science Center:
Student/Faculty Apartments



**THE UNIVERSITY OF TEXAS AT DALLAS
MAIN CAMPUS**

← TO COIT ROAD

CAMPBELL ROAD

TO CENTRAL EXPWY. →

10. U. T. DALLAS: STUDENT UNION BUILDING (PROJECT NO. 302-405) COMPLETION OF FOOD SERVICE FACILITY - REQUEST FOR AUTHORITY TO COMPLETE FINAL PLANS, TO SUBMIT THE PROJECT TO THE COORDINATING BOARD, TO ADVERTISE FOR BIDS SUBJECT TO COORDINATING BOARD APPROVAL, TO AWARD CONTRACTS, AND TO MAKE AN APPROPRIATION THEREFOR

RECOMMENDATIONS

President Jordan and Chancellor Walker recommend that the Board:

- a. Authorize completion of a food service facility in the Student Union Building, 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. 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
- c. Appropriate \$355,000 from Unappropriated Plant Funds to cover the estimated contract award, equipment purchases, fees and related project expenses.

The award of contract will be reported at a future meeting of the Board.

BACKGROUND INFORMATION

The relocation of food service facilities from the Green Building and McDermott Library to the Student Union Building have long been part of the overall campus design plan. It was not feasible to include the food service facilities in the contract for construction of the Student Union due to funding limitations. Funding is now available to complete the entire facility by adding the food service facilities at an estimated total project cost of \$355,000. The scope of the project also includes refurbishing of the vacated areas in the Green Building and McDermott Library.

Completion of the project will be expedited if the U. T. Dallas Administration is authorized to award the construction contract.

11. U. T. EL PASO: PROPOSED EL PASO "FOUR CENTURIES '81" HISTORICAL MONUMENT - BACKGROUND INFORMATION ON PROPOSED PROJECT AND RECOMMENDATIONS THEREFOR

RECOMMENDATIONS

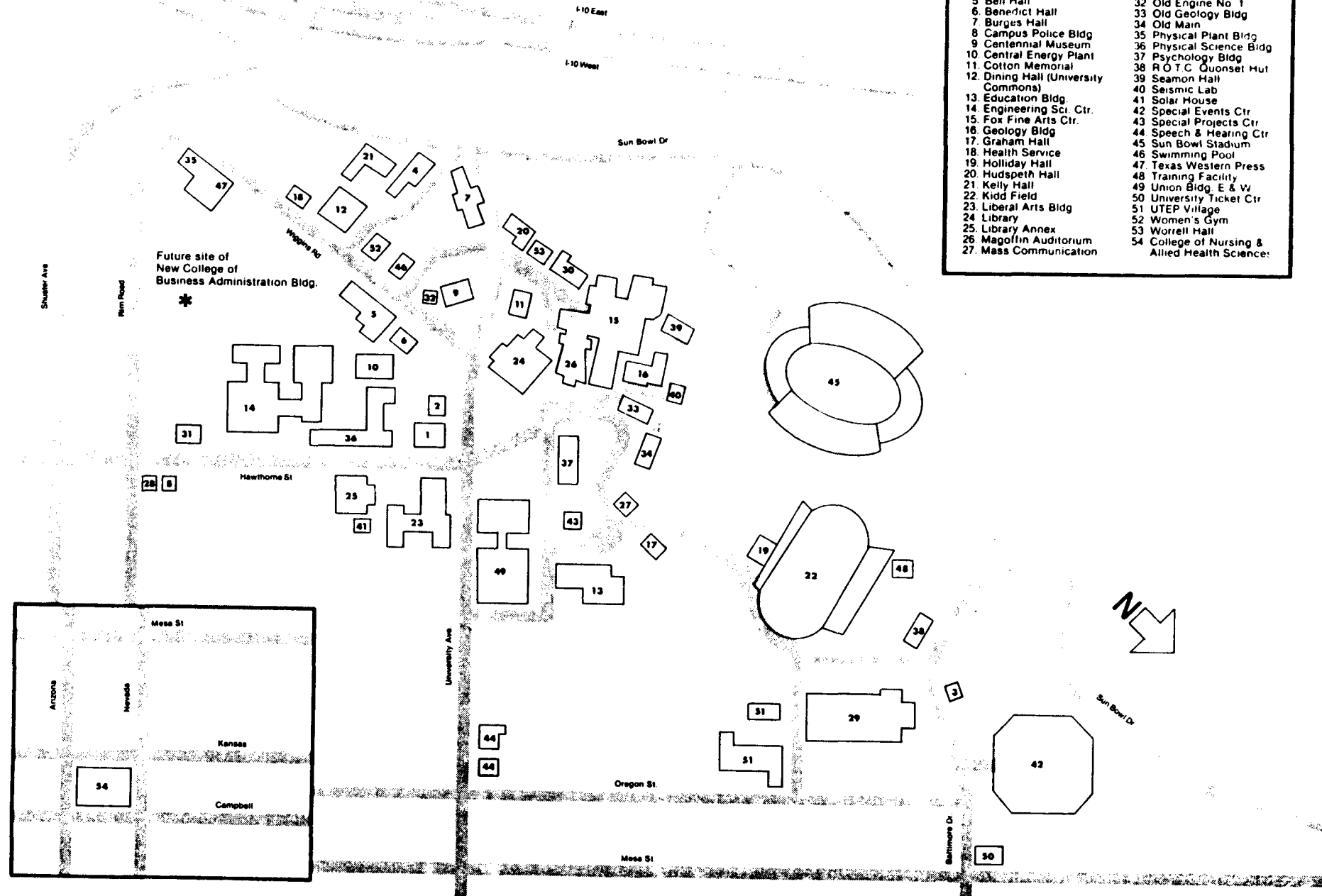
President Monroe and Chancellor Walker recommend that the Board:

- a. Endorse 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. Instruct 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 Board of Regents' approval of the conquistador sculpture design and park, authorize the U. T. El Paso Administration, in consultation with the Office of General

The University of Texas at El Paso

KEY

- | | |
|--------------------------------------|---|
| 1. Administration Bldg. | 28. Math Annex |
| 2. Administration Annex | 29. Memorial Gym |
| 3. Athletic Offices | 30. Miners Hall |
| 4. Barry Hall | 31. News Service |
| 5. Bell Hall | 32. Old Engine No. 1 |
| 6. Benedict Hall | 33. Old Geology Bldg |
| 7. Burges Hall | 34. Old Main |
| 8. Campus Police Bldg | 35. Physical Plant Bldg |
| 9. Centennial Museum | 36. Physical Science Bldg |
| 10. Central Energy Plant | 37. Psychology Bldg |
| 11. Cotton Memorial | 38. R.O.T.C. Quonset Hut |
| 12. Dining Hall (University Commons) | 39. Seamon Hall |
| 13. Education Bldg. | 40. Seismic Lab |
| 14. Engineering Sci. Ctr. | 41. Solar House |
| 15. Fox Fine Arts Ctr. | 42. Special Events Ctr |
| 16. Geology Bldg | 43. Special Projects Ctr |
| 17. Graham Hall | 44. Speech & Hearing Ctr |
| 18. Health Service | 45. Sun Bowl Stadium |
| 19. Holiday Hall | 46. Swimming Pool |
| 20. Hudspeth Hall | 47. Texas Western Press |
| 21. Kelly Hall | 48. Training Facility |
| 22. Kidd Field | 49. Union Bldg. E & W |
| 23. Liberal Arts Bldg | 50. University Ticket Ctr |
| 24. Library | 51. UTEP Village |
| 25. Library Annex | 52. Women's Gym |
| 26. Magoffin Auditorium | 53. Worrell Hall |
| 27. Mass Communication | 54. College of Nursing & Allied Health Sciences |



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.

BACKGROUND INFORMATION

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" quadricentennial year. A community-wide program is anticipated to provide voluntary financial support for the estimated project cost of \$290,000.

In a letter to Chancellor Walker, President Monroe provides other specific information as follows:

"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.

"As far as I can determine, the University would have no objection to a lease of the project site, provided the University does not assume responsibility for maintenance, security or parking control for the area. The current plan calls for a separate parking area and separate vehicular access to the area from Interstate 10, a plan which will help to ameliorate our concerns over improper use of University parking areas or increased traffic congestion.

"On the other hand, the University should enjoy two positive results from this venture, in addition to community goodwill from cooperation with this civic proposal. The project will certainly serve to beautify a now unsightly view of the campus from Interstate 10. In addition, this municipal use of the Highway right-of-way on a comparatively permanent basis will open the door for possible leasing of other areas of that same right-of-way area for University parking purposes.

"I have informed the key leaders of this effort that I generally endorse the idea behind this project and will study it carefully. They understand that the proposal is also subject to review and recommendation by System Administration and that ultimately, the project must be approved by the Board of Regents."

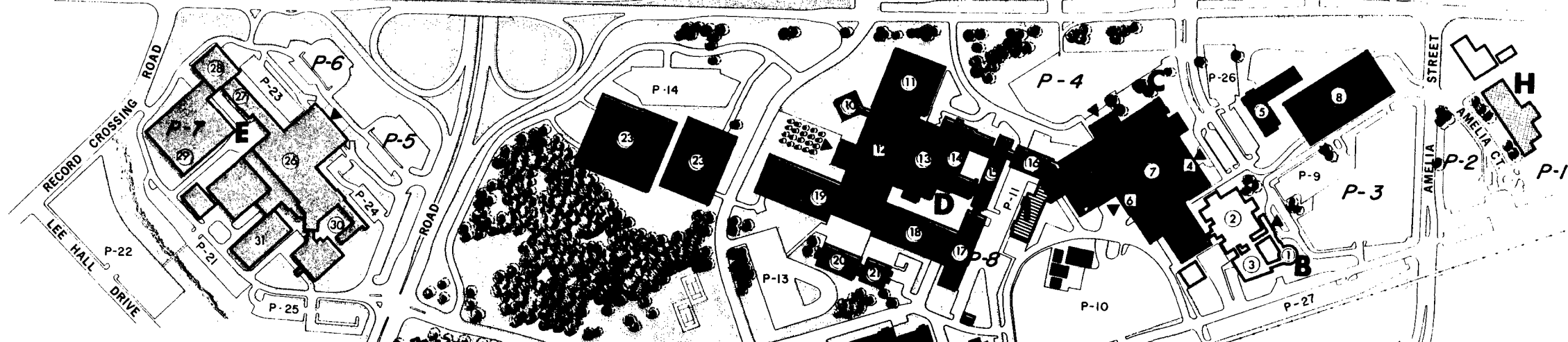
TO LOVE FIELD

HARRY HINES

BLVD.

BUTLER ST.

TO DOWNTOWN DALLAS



KEY TO INSTITUTIONS & BUILDINGS

- A** CALLIER CENTER FOR COMMUNICATION DISORDERS
UNIVERSITY OF TEXAS AT DALLAS
- B** CHILDREN'S MEDICAL CENTER
 - 1 HUGH LESLIE MOORE AUDITORIUM
 - 2 CHILDREN'S MEDICAL CENTER HOSPITAL
 - 3 RICHMOND FREEMAN MEMORIAL CLINIC
- C** PARKLAND MEMORIAL HOSPITAL
 - 4 OUTPATIENT CLINIC ENTRANCE
 - 5 S-STAFF RESIDENCE
 - 6 EMERGENCY
 - 7 HOSPITAL
 - 8 PARKING GARAGE
- D** THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
 - 9 ENTRY PAVILION
 - 10 EUGENE MCDERMOTT ACADEMIC ADMINISTRATION BUILDING
 - 11 TOM AND LILA GOUGH AUDITORIUM AND CAFETERIA
 - 12 EUGENE MCDERMOTT PLAZA (LECTURE HALLS BELOW)
 - 13 FRED F. FLORENCE BIOINFORMATION CENTER
 - 14 EDWARD H. CARY BASIC SCIENCE BUILDING
 - 15 KARL HOBLITZELLE CLINICAL SCIENCE BUILDING
 - 16 DAN DANCIGER RESEARCH BUILDING
 - 17 HARRY S. MOSS CLINICAL SCIENCE BUILDING
 - 18 PHILIP R. JOHNSON BASIC SCIENCE RESEARCH BUILDING
 - 19 CECIL W. AND IDA GREEN SCIENCE BUILDING
 - 20 SKILLERN STUDENT UNION BUILDING
 - 21 SERVICE BUILDING
 - 22 OPHTHALMOLOGY BUILDING
 - 23 A & B PARKING GARAGES
 - 24 PHYSICAL PLANT
 - 25 LONE STAR ENERGY PLANT
- E** ST. PAUL HOSPITAL
 - 26 ST. PAUL HOSPITAL
 - 27 ESTHER HOBLITZELLE CLINIC
 - 28 ST. PAUL PROFESSIONAL BUILDING
 - 29 PROFESSIONAL BUILDING PARKING GARAGE
 - 30 BRANIFF HALL - SISTERS QUARTERS
 - 31 HOSPITAL ADDITION - (COMPLETION 1980)
- F** TEXAS WOMAN'S UNIVERSITY
INSTITUTE OF HEALTH SCIENCES
INWOOD CAMPUS
 - 32 FAYE PANNELL RESIDENCE HALL
 - 33 EDUCATIONAL BUILDING
- G** COMPUTER CENTER - UNIVERSITY OF TEXAS, ETC
- H** CITY OF DALLAS HEALTH DEPARTMENT
- I** SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCE

KEY TO PUBLIC PARKING

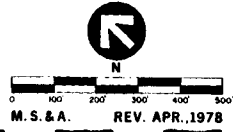
- P-1 CITY HEALTH DEPARTMENT
- P-2 CHILDREN'S MEDICAL CENTER
- P-3 CHILDREN'S MEDICAL CENTER
- P-4 PARKLAND MEMORIAL HOSPITAL
- P-5 ST. PAUL HOSPITAL
- P-6 ST. PAUL HOSPITAL
- P-7 ST. PAUL HOSPITAL
- P-8 UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
- P-9 thru P-27 RESTRICTED PARKING

▲ PUBLIC ENTRANCE TO BUILDING

TO D-FW AIRPORT

STEMMONS FREEWAY INTERSTATE 35-E

TO DOWNTOWN DALLAS



SOUTHWESTERN MEDICAL CENTER DALLAS TEXAS

M.S. & A. REV. APR., 1978

12

DALLAS HEALTH SCIENCE CENTER: ADDITION OF TWO FLOORS TO THE FLORENCE BIOINFORMATION CENTER (PROJECT NO. 303-440) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Sprague and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on April 10, 1980, final plans and specifications for the Addition of Two Floors to the Fred F. Florence Bioinformation Center have been prepared by the Project Architect, Fisher & Spillman Architects Inc., Dallas, Texas. Initiation of advertisement for bids will be delayed to coordinate the project with the Ambulatory Care Center.

13

DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL) - AMBULATORY CARE CENTER (PROJECT NO. 303-366) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Sprague and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on May 29, 1980, final plans and specifications for the construction of the Ambulatory Care Center have been prepared by the Project Architect, Fisher & Spillman Architects Inc., Dallas, Texas. 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.

14

GALVESTON MEDICAL BRANCH: EXPANSION OF THERMAL ENERGY DISTRIBUTION SYSTEM (PROJECT NO. 601-444) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

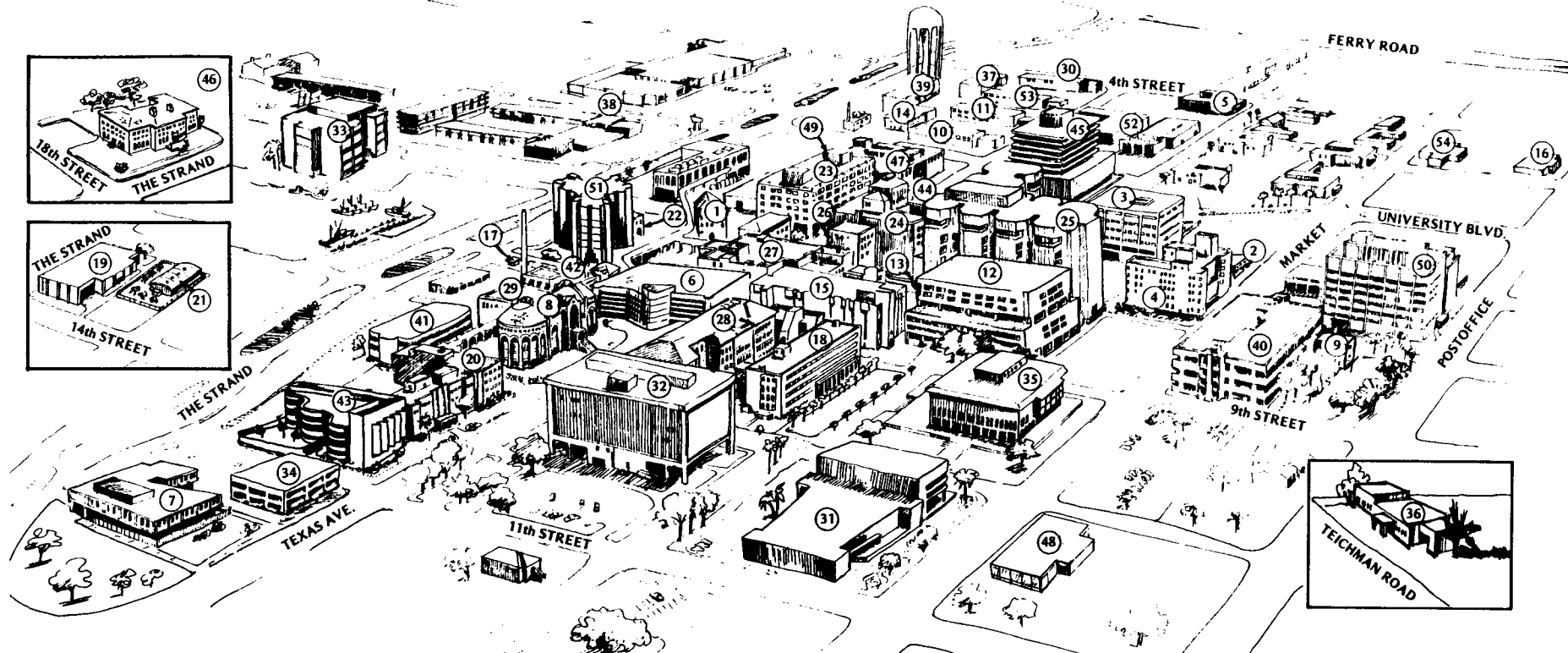
RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on July 10, 1980, final plans and specifications for the Expansion of Thermal Energy Distribution System have been prepared by the Project Engineer, Ray S. Burns and Associates, Houston, Texas.



THE UNIVERSITY OF TEXAS MEDICAL BRANCH CAMPUS

- | | | |
|---|---|--|
| 1. Administration Annex | 20. Graves Psychiatric Pavilion | 38. Motel and Shopping Area |
| 2. Administration Annex II | 21. Greenhouse | 39. Nolan Hall |
| 3. Administration Building | 22. Hendrix Building | 40. Parking Garage |
| 4. Allied Health Sciences Building | 23. Jennie Sealy Hospital | 41. Parking Garage |
| 5. Alumni Fieldhouse | 24. John Sealy Hospital | 42. Physical Plant Office Building |
| 6. Ambulatory Care Center
(under construction) | 25. John Sealy Hospital South Addition | 43. Psychiatric Clinical Research Center
(to be constructed) |
| 7. Animal Care Center | 26. John Sealy Hospital Surgical Annex | 44. R. Waverley Smith Pavilion |
| 8. Ashbel Smith Building (Old Red) | 27. John W. McCullough Outpatient Clinic | 45. Sealy and Smith Professional
Building |
| 9. Baptist Student Union | 28. Keiller Building | 46. Seventeen Hundred Strand Building |
| 10. Brackenridge Hall (School of Nursing) | 29. Laundry Building | 47. Shriners Burns Institute |
| 11. Center for Audiology & Speech Pathology | 30. League Hall | 48. Surge Facility |
| 12. Child Health Center | 31. Learning Center (under construction) | 49. Surgical Research Laboratory |
| 13. Children's Hospital | 32. Libbie Moody Thompson
Basic Science Building | 50. St. Mary's Hospital |
| 14. Clay Hall (Chronic Home Dialysis Center) | 33. Marine Science Institute | 51. Texas Department of Corrections
Hospital (under construction) |
| 15. Clinical Sciences Building | 34. Microbiology Building | 52. Unit D |
| 16. Credit Union | 35. Moody Medical Library | 53. Vinsant Hall |
| 17. Emergency Entrance | 36. Moody State School
for Cerebral Palsied Children | 54. William Temple Community House |
| 18. Gail Borden Building | 37. Morgan Hall | |
| 19. General Stores Warehouse | | |

15. GALVESTON MEDICAL BRANCH: TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL (PROJECT NO. 601-385) - STAFF HOUSING PROJECT - RECOMMENDED AWARD OF CONTRACT TO SULLIVAN ENTERPRISES, INC., GALVESTON, TEXAS FOR PLACEMENT OF FILL ON THE HOUSING SITE

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board award the construction contract for the placement of fill on the Staff Housing site to the lowest responsible bidder, Sullivan Enterprises, Inc., Galveston, Texas, in the amount of the base bid of \$319,000, which is within previously appropriated project funds.

BACKGROUND INFORMATION

In July 1980 the Board authorized the acquisition of land, along Ferry Road in Galveston, as a site for the construction of a Staff Housing Project for personnel of the Texas Department of Corrections Hospital. The 2.9 acre site requires considerable fill material to insure proper drainage and protection from high tides. Plans and specifications for the fill material were prepared, advertised and issued to bidders by the Office of Facilities Planning and Construction.

Bids were called for, received and tabulated on November 4, 1980 as shown below:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Security</u>
Buffalo Excavating & Paving Co., Inc., Houston, Texas	\$437,000	5% Bid Bond
Sullivan Enterprises, Inc., Galveston, Texas	\$319,000	\$15,950 Cashier's Check

The contract award can be made within previously appropriated project funds.

16. UNIVERSITY CANCER CENTER: SECOND HOSPITAL TOWER - REQUEST FOR FEASIBILITY STUDY TO DETERMINE PROJECT SCOPE AND ESTIMATED COST, APPOINTMENT OF CONSULTING ARCHITECT AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President LeMaistre and Chancellor Walker recommend that the Board:

- a. Authorize a feasibility study for a second hospital tower at the University Cancer Center
- b. Appoint a Consulting Architect from the list set out on page B & G - 20 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
- c. Appropriate \$60,000 from Plant Funds Unexpended Unappropriated Balances for the feasibility study, including fees and related expenses.

BACKGROUND INFORMATION

In a request to Chancellor Walker, President LeMaistre outlines the need to initiate planning for additional University Cancer Center hospital beds as follows:

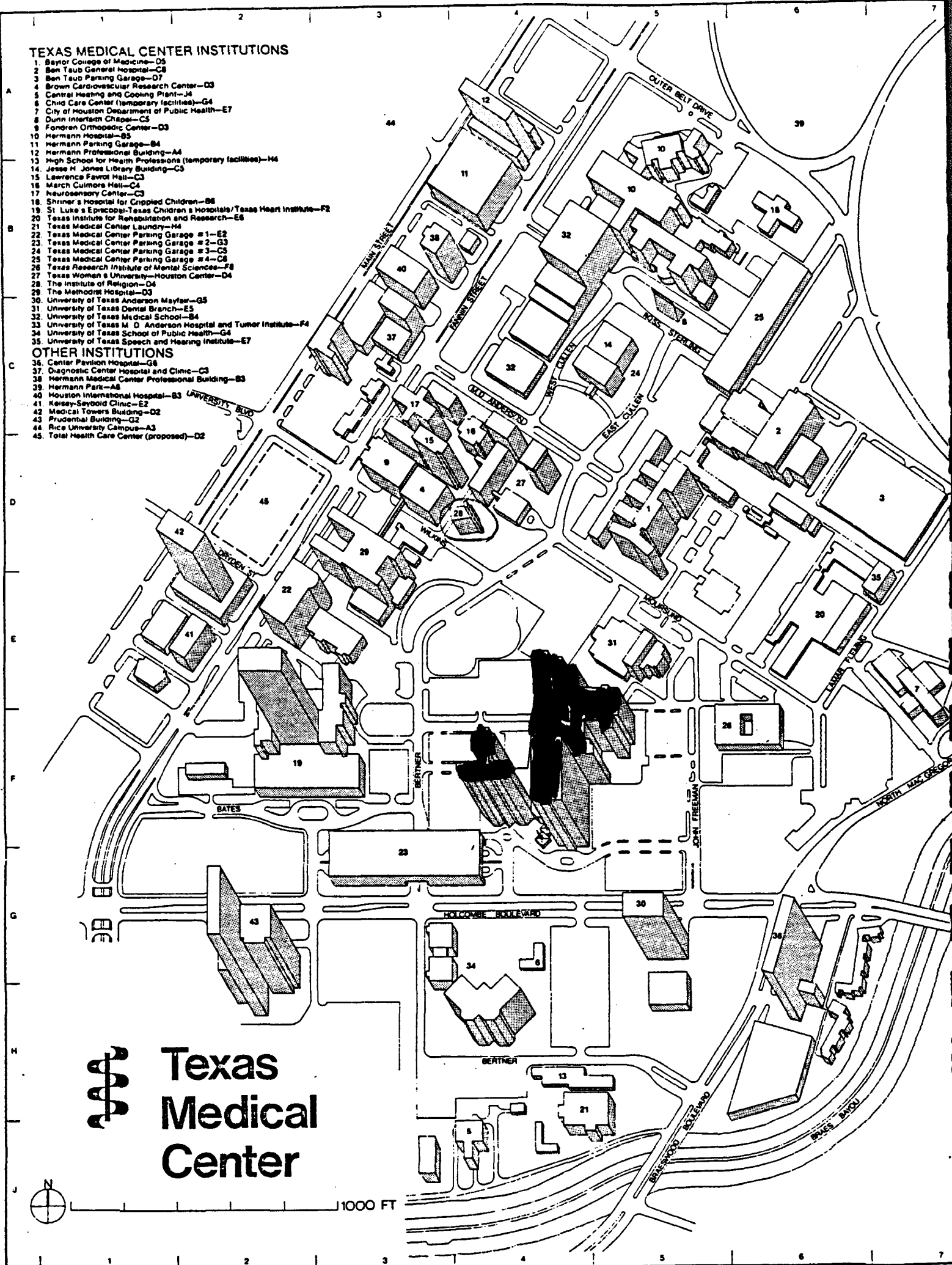
"The present bed complement (with the west wing of the original hospital closed for renovation) is 437. When the remodeling is completed and the west wing is reopened, the bed capacity will increase to 523. Current occupancy rates (which are running consistently over 90%) preclude virtually any but mandatory and emergency admissions and these rates are not expected to decline with the availability of the newly remodeled rooms. Additional


TEXAS MEDICAL CENTER INSTITUTIONS

- 1 Baylor College of Medicine—D3
- 2 Ben Taub General Hospital—C8
- 3 Ben Taub Parking Garage—D7
- 4 Brown Cardiovascular Research Center—D3
- 5 Central Heating and Cooling Plant—J4
- 6 Child Care Center (temporary facilities)—G4
- 7 City of Houston Department of Public Health—E7
- 8 Dunn Interfaith Chapel—C5
- 9 Fondren Orthopedic Center—D3
- 10 Hermann Hospital—B5
- 11 Hermann Parking Garage—B4
- 12 Hermann Professional Building—A4
- 13 High School for Health Professions (temporary facilities)—H4
- 14 Jesse H. Jones Library Building—C5
- 15 Lawrence Fawcett Hall—C3
- 16 March Culmore Hall—C4
- 17 Neurosensory Center—C3
- 18 Shriner's Hospital for Crippled Children—B6
- 19 St. Luke's Episcopal-Texas Children's Hospital/Texas Heart Institute—F2
- 20 Texas Institute for Rehabilitation and Research—E8
- 21 Texas Medical Center Laundry—H4
- 22 Texas Medical Center Parking Garage #1—E2
- 23 Texas Medical Center Parking Garage #2—G3
- 24 Texas Medical Center Parking Garage #3—C3
- 25 Texas Medical Center Parking Garage #4—C8
- 26 Texas Research Institute of Mental Sciences—F8
- 27 Texas Women's University—Houston Center—D4
- 28 The Institute of Religion—D4
- 29 The Methodist Hospital—D3
- 30 University of Texas Anderson Mayfar—G5
- 31 University of Texas Dental Branch—E5
- 32 University of Texas Medical School—B4
- 33 University of Texas M. D. Anderson Hospital and Tumor Institute—F4
- 34 University of Texas School of Public Health—G4
- 35 University of Texas Speech and Hearing Institute—E7

OTHER INSTITUTIONS

- 36 Center Pavilion Hospital—G6
- 37 Diagnostic Center Hospital and Clinic—C3
- 38 Hermann Medical Center Professional Building—B3
- 39 Hermann Park—A8
- 40 Houston International Hospital—B3
- 41 Kelsey-Seybold Clinic—E2
- 42 Medical Towers Building—D2
- 43 Prudential Building—G2
- 44 Rice University Campus—A3
- 45 Total Health Care Center (proposed)—D2



 **Texas
Medical
Center**

1000 FT

beds are required to maximize the utilization of the expanded operating room facilities, to meet the growing hospitalization requirements for medical patients and to provide for special care units such as in-patient rehabilitation, bone marrow transplantation, adolescent care, etc. In-patient bed requirements are being projected on an expected 4% annual increase in new patient registrations. I feel that it is essential that a project for construction of additional beds be started within the next five years to allow us to meet our patient care objectives.

"I recommend that a feasibility study be authorized to determine the precise number of additional beds which should be added to the facility and the best possible location for the new hospital tower to provide maximum efficient use of support facilities, to minimize disruption of on-going patient care activities during construction, and to maximize economy of construction. It is, therefore, requested that a consultant be appointed to conduct this study."

CONSULTING ARCHITECT FOR FEASIBILITY STUDY

PIERCE, GOODWIN & ALEXANDER,
HOUSTON, TEXAS

JOINT VENTURE:
JAMES FALICK/THE KLEIN PARTNERSHIP
AND
DANNENBAUM ENGINEERING CORPORATION,
HOUSTON, TEXAS

JASON FRYE AND ASSOCIATES, INC.
HOUSTON, TEXAS

PAGE SOUTHERLAND PAGE, HOUSTON, TEXAS

MACKIE AND KAMRATH, HOUSTON, TEXAS

RECENT U. T. SYSTEM PROJECTS

University Cancer Center -
Feasibility Study, Additional
Outpatient Clinic Facilities

None

None

Houston Health Science Center:
Student Faculty Apartments
Galveston Medical Branch:
Ambulatory Care Center
Galveston Medical Branch:
Remodeling of John Sealy Hospital

Houston Health Science Center:
Dental Branch Building and
Dental Science Institute
Facilities Improvements

17. UNIVERSITY CANCER CENTER: BIOMEDICAL RESOURCES BUILDING (PROJECT NO. 703-448) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS

RECOMMENDATIONS

President LeMaistre and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for the Biomedical Resources Building at an estimated total project cost of \$3,925,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting, subject to the approval of the Coordinating Board.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on April 10, 1980, preliminary plans and specifications for the Biomedical Resources Building have been prepared by the Project Architect, Golemon and Rolfe, Houston, Texas. The scope of the project involves conversion of an existing building into a research facility for cancer prevention and disease control.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

December 11-12, 1980

	<u>Page</u> <u>B & G</u>
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19. U. T. Austin: (a) Widening of Red River Street from 23rd Street to 26th Street - Report of Special Committee to Award Contract and (b) Landscaping and Site Modifications to Grounds of Lyndon Baines Johnson Library (Funds from Campus Utilities Distribution System), Request for Authorization to Advertise for Bids	25
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18. U. T. AUSTIN: ROBERT LEE MOORE HALL - REMODELING WEST SECTION OF LEVEL ELEVEN FOR INSTITUTE OF FUSION STUDIES (PROJECT NO. 102-467) RECOMMENDED AWARD OF CONTRACT TO WOODY'S CONTRACTING COMPANY, AUSTIN, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on October 23, 1980, bids were called for and were received, opened and tabulated on November 20, 1980, as shown below for Remodeling the West Section of Level Eleven of Robert Lee Moore Hall for the Institute of Fusion Studies:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Security</u>
Joe Badgett Construction Co., Inc., Austin, Texas	\$ 171,682.00	5%
H & M Construction Company, Austin, Texas	242,298.00	5%
Jennings and Collins Const. Co., Inc., Austin, Texas	170,000.00	\$7,000 Bid Bond \$1,600 Cashier's Check
Royce Construction Company, Austin, Texas	188,366.00	5%
Southwest-Rathgeber Co., Austin, Texas	237,444.70	5%
Alton Watson Construction Company, Austin, Texas	195,676.00	5%
Woody's Contracting Company, Austin, Texas	158,893.00	5%

The proposed contract award of \$158,893 is under the project architect's construction cost estimate of \$216,000 and results in a total project cost of \$255,000.

19. U. T. Austin: (a) Widening of Red River Street from 23rd Street to 26th Street - Report of Special Committee to Award Contract and (b) Landscaping and Site Modifications to Grounds of Lyndon Baines Johnson Library (Funds from Campus Utilities Distribution System), Request for Authorization to Advertise for Bids. --

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Approve the action taken by the Special Committee at its meeting on November 24, 1980, in awarding a construction contract for modification of Red River Street (23rd to 26th Streets) 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
- c. Authorize the Office of Facilities Planning and Construction to advertise for bids for Phase III of the landscape and site modifications to the Lyndon Baines Johnson Library Grounds which will be presented at a future Board meeting.

BACKGROUND INFORMATION

In accordance with authorization given at the Regents' meeting held October 23, 1980, bids were called for and were received, opened and tabulated on November 18, 1980, for the Phase II Red River Street Modification (23rd to 26th Streets) as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Austin Engineering Co., Inc., Austin, Texas	\$642,000	5%
Austin Road Company, Austin, Texas	391,139	5%
Clearwater Constructors, Inc., Austin, Texas	499,786	5%
Jack A. Miller, Inc., Austin, Texas	343,000	5%

A Special Committee consisting of President Flawn, Director Kristoferson, Vice Chancellor Boyd, Chancellor Walker, Regent Newton and Regent Richards met on November 24, 1980, evaluated the bids for the Red River Street Modification (23rd to 26th Streets) and awarded a construction contract in the amount of \$343,000 within previously appropriated funds to Jack A. Miller, Inc., Austin, Texas, the lowest responsible bidder. The following report of the Committee was filed with the Secretary of the Board.



THE UNIVERSITY OF TEXAS SYSTEM

Office of Facilities Planning and Construction

210 WEST SIXTH STREET, AUSTIN, TEXAS 78701

November 24, 1980

TO: THE BOARD OF REGENTS
OF THE UNIVERSITY OF TEXAS SYSTEM

The Special Committee appointed at the Regents' meeting held October 23, 1980, has met, evaluated the bids and awarded the Phase II Construction Contract for Red River Street Modification (23rd to 26th Streets) at The University of Texas at Austin to the lowest responsible bidder, Jack A. Miller, Inc., Austin, Texas, in the amount of the base bid of \$343,000.00. The award was made within funds available in the project.

Peter T. Flawn

R. S. Kristoferson

R. S. Kristoferson

Joe E. Boyd Jr.

Joe E. Boyd Jr.

E. D. Walker

E. D. Walker

Jon P. Newton

Howard N. Richards

Howard N. Richards

20. U. T. AUSTIN: FACILITIES IMPROVEMENTS FOR THE SCHOOL OF ARCHITECTURE - RENOVATION OF SUTTON HALL (PROJECT NO. 102-389) - RECOMMENDED AWARD OF CONTRACT TO RIO CONSTRUCTION COMPANY, AUSTIN, TEXAS, ADDITIONAL APPROPRIATION THEREFOR AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Renovation of Sutton Hall 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	<u>81,300</u>
Total Recommended Contract Award	<u>\$3,266,400</u>

- b. Authorize a total project cost of \$4,208,430 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses
- c. Appropriate additional funds in the amount of \$4,091,430 from Available University Fund to provide for the total project cost
- d. Approve the recommended inscription as set out below for the plaque to be placed on the Renovation of Sutton Hall project.

This inscription follows the standard pattern approved by the Board at the meeting held 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. 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

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on October 23, 1980, bids were called for and were received, opened and tabulated on November 25, 1980, as shown on the attached sheet for the Renovation of Sutton Hall, which is Phase I of the facilities improvements for the School of Architecture.

The proposed contract award of \$3,266,400 compares with the Project Architect's final construction cost estimate of \$3,771,500 and results in a total project cost of \$4,208,430.

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

Construction Contract	\$3,266,400
Furniture and Furnishings	265,000
Teaching and Laboratory Equipment	275,000
Future Work (FCMS Interface)	25,000
Project Contingency	100,000
Professional Fees and Administrative Expenses	275,830
Miscellaneous Expenses	<u>1,200</u>
Total Project Cost	<u>\$4,208,430</u>

12/5/80

SUTTON HALL RENOVATION - FACILITIES IMPROVEMENTS FOR THE SCHOOL OF ARCHITECTURE
THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received November 25, 1980, at 2:00 p. m., CST, at the Office of Facilities Planning and Construction

	<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>						<u>Bid Bond</u>
			<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	<u>No. 4</u>	<u>No. 5</u>	<u>No. 6</u>	
	B & B Developers, Moody, Texas	\$3,077,777	\$31,000	\$29,500	\$32,000	\$77,000	\$56,000	\$90,000	5%
	B-F-W Construction Co., Inc., Temple, Texas	3,355,000	23,000	38,000	19,000	55,000	38,000	84,000	5%
	Lawless & Alford, Inc., Austin, Texas	3,064,000	32,000	10,000	7,000	84,000	38,000	47,000	5%
B & G - 29	Rio Construction Company, Austin, Texas	2,944,000	20,300	35,300	18,900	91,300	75,300	81,300	5%
	Warrior Constructors, Inc., Houston, Texas	3,460,000	23,000	35,000	18,000	84,000	37,000	82,000	5%

21. U. T. AUSTIN: ENGINEERING TEACHING CENTER II (PROJECT NO. 102-171) - RECOMMENDED AWARD OF CONTRACT TO J. A. JONES CONSTRUCTION COMPANY, DALLAS, TEXAS, ADDITIONAL APPROPRIATION THEREFOR AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Award the construction contract for Engineering Teaching Center II to the lowest responsible bidder, J. A. Jones Construction Company, Dallas, Texas, in the amount of the base bid of \$16,337,000
- b. Authorize a total project cost of \$24,927,576 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses
- c. Appropriate 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. Approve the recommended inscription as set out below for the plaque to be placed on the Engineering Teaching Center II.

This inscription follows the standard pattern approved by the Board at the meeting held 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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on October 23, 1980, bids were called for and were received, opened and tabulated on November 26, 1980, as shown below for Engineering Teaching Center II.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
B-F-W Construction Co., Inc., Temple, Texas	\$17,637,000	5%
J. W. Bateson Company, Inc., Dallas, Texas	18,076,000	5%
Allen M. Campbell Company, General Contractors, Inc., Tyler, Texas	17,195,000	5%
J. C. Evans Construction Co., Inc., Austin, Texas	18,318,000	5%

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
J. A. Jones Construction Company, Dallas, Texas	\$16,337,000	5%
Lyda, Inc., San Antonio, Texas	17,495,000	5%
Robert E. McKee, Inc., El Paso, Texas	17,780,000	5%
Rodgers Construction, Inc., Houston, Texas	16,889,000	5%
Spaw-Glass, Inc., Houston, Texas	16,695,000	5%
Warrior Constructors, Inc., Houston, Texas	17,290,000	5%

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

Construction Contract	\$16,337,000
Furniture and Furnishings	1,250,000
Teaching and Laboratory Equipment	5,400,000
Future Work (Air balancing, FCMS - Campus Interface, Furnishing electrical cable and relocation of paint shop from site)	258,000
Project Contingency	250,000
Professional Fees and Administrative Expenses	1,427,000
Miscellaneous Expenses	<u>5,576</u>
Total Project Cost	<u>\$24,927,576</u>

12/5/80

22. U. T. AUSTIN: ROBERT LEE MOORE HALL - REMODELING IN THE WEST SECTION OF LEVEL ELEVEN FOR THE INSTITUTE OF FUSION STUDIES (PROJECT NO. 102-467) - RECOMMENDED 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; YOCHER'S, CORPUS CHRISTI, TEXAS

RECOMMENDATIONS

It is recommended by President Flawn and Chancellor Walker that the Board award contracts to the following lowest responsible bidders:

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

Base Proposal "A" (Office Furniture)	\$25,702.29
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Carpet Services, Inc.,
Austin, Texas

Base Proposal "C" (Carpet)	7,393.08
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The Office Company,
Austin, Texas

Base Proposal "B" (Seminar Chairs)	3,529.92
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Yochem's
Corpus Christi, Texas

Base Proposal "D" (Conference Chairs)	<u>3,700.00</u>
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GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u>\$40,325.29</u>
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BACKGROUND INFORMATION

In accordance with Regents' authorization of September 4, 1980, bids were called for and were received, opened and tabulated on December 2, 1980, as shown on the attached sheet, for Furniture and Furnishings for Robert Lee Moore Hall - Remodeling in the West Section of Level Eleven for The Institute of Fusion Studies.

The following comments are provided concerning one of the packages bid upon:

Base Proposal "B" (Seminar Chairs). Only one bid was received. A canvass of the other bidders indicated that they felt that they could not bid competitively against the local supplier. The bid received was less than the estimated cost of \$3,810.00. Therefore, it is recommended that the University accept this bid.

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

FURNITURE AND FURNISHINGS FOR ROBERT LEE MOORE HALL -
 REMODELING IN THE WEST SECTION OF LEVEL ELEVEN FOR THE INSTITUTE OF FUSION STUDIES
 THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS
 Bids Received at 2:00 p.m., Central Standard Time, Tuesday, December 2, 1980 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Bid Bond	Base Proposal "A" (Office Furniture)	Base Proposal "B" (Seminar Chairs)	Base Proposal "C" (Carpet)	Base Proposal "D" (Conference Chairs)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	25,702.29	No Bid	No Bid	3,848.50
Carpet Services, Inc. Austin, Texas	5%	No Bid	No Bid	7,393.08	No Bid
The Office Company, Inc. Austin, Texas	5%	No Bid	3,529.92	No Bid	No Bid
Rockford Business Interiors Austin, Texas	5%	26,410.47	No Bid	No Bid	No Bid
San Antonio Floor Finishers, Inc. San Antonio, Texas	5%	No Bid	No Bid	7,577.00	No Bid
Yochem's Corpus Christi, Texas	Cashier's Check \$185.00	No Bid	No Bid	No Bid	3,700.00
Tuftwick Carpet, Inc. Lubbock, Texas	5%	No Bid	No Bid	9,468.00	No Bid

B & G - 33

23. U. T. AUSTIN: ADDITION TO PHARMACY BUILDING (INCLUDING RENOVATION OF EXISTING BUILDING) (PROJECT NO. 102-351) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; ROCKFORD BUSINESS INTERIORS, AUSTIN, TEXAS; STEWART OFFICE SUPPLY CO., DALLAS, TEXAS; VIRCO MFG. CORPORATION, CONWAY, ARKANSAS; YOCHER'S, CORPUS CHRISTI, TEXAS

RECOMMENDATIONS

It is recommended by President Flawn and Chancellor Walker that the Board award contracts to the following lowest responsible bidders:

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

Base Proposal "A" (Classroom & Office Furniture)	\$78,779.31
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Rockford Business Interiors,
Austin, Texas

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

Yochem's
Corpus Christi, Texas

Base Proposal "B" (Classroom, Conference & Lounge Furniture)	<u>32,983.85</u>
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GRAND TOTAL RECOMMENDED CONTRACT AWARDS	<u><u>\$126,947.11</u></u>
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BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 9, 1978, bids were called for and were received, opened and tabulated on December 2, 1980, as shown on the attached sheet, for Furniture and Furnishings for Addition to Pharmacy Building (Including Renovation of Existing Building).

The following comments are provided concerning two of the packages bid upon:

Base Proposal "D" (Stacking Chairs). The lowest bid was non-responsive in that the bidder did not provide the bid security required. The lowest responsive bid was less than the estimated cost of \$3,385.00. Award of Base Proposal "D" to the lowest responsive bidder is recommended.

Base Proposal "F" (Learning Resource Center Furniture). Only one bid was received. The unit price for one type of item included in the bid is substantially higher than the estimated cost. Therefore, it is recommended that this bid be rejected.

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

FURNITURE AND FURNISHINGS FOR ADDITION TO PHARMACY BUILDING (INCLUDING RENOVATION OF EXISTING BUILDING)

THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 p.m., Central Standard Time, Tuesday, December 2, 1980 at the
Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Bid Bond	Base Proposal "A" (Classroom & Office Furniture)	Base Proposal "B" (Classroom, Conference & Lounge Furn.)	Base Proposal "C" (Tables and Chairs)	Base Proposal "D" (Stacking Chairs)	Base Proposal "E" (Laboratory Stools)	Base Proposal "F" (Learning Resource Center Furn.)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	78,779.31	No Bid	9,195.35	No Bid	4,989.52	No Bid
Clegg/Austin: A Division of Mashall Clegg Assoc. Austin, Texas	5%	No Bid	35,877.50	No Bid	No Bid	No Bid	No Bid
The Office Company Austin, Texas	None	No Bid	36,845.85	No Bid	3,455.07	No Bid	No Bid
Rockford Business Interiors Austin, Texas	5%	85,832.90	No Bid	9,042.70	No Bid	4,193.55	No Bid
Stewart Office Supply Co. Dallas, Texas	5%	No Bid	37,409.59	No Bid	3,276.22	No Bid	No Bid
Texas Educational Aids Houston, Texas	5%	No Bid	No Bid	No Bid	No Bid	No Bid	10,442.00
Virco Mfg. Corporation Conway, AR	Cashier's Check \$385.70	No Bid	No Bid	7,714.18	No Bid	No Bid	No Bid
Wittigs Office Furniture San Antonio, Texas	None	No Bid	No Bid	No Bid	2,968.50	5,221.05	No Bid
Yochem's Corpus Christi, Texas	Cashier's Check \$1,649.19	No Bid	32,983.85	No Bid	No Bid	No Bid	No Bid

24. U. T. AUSTIN: ROBERT A. WELCH HALL - RENOVATION OF INITIAL (1929) BUILDING (SEQUENCE I) (PROJECT NO. 102-407) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ABEL CONTRACT FURNITURE & EQUIPMENT CO., INC., AUSTIN, TEXAS; ROCKFORD BUSINESS INTERIORS, AUSTIN, TEXAS; SAN ANTONIO FLOOR FINISHERS, INC., SAN ANTONIO, TEXAS

RECOMMENDATIONS

It is recommended by President Flawn and Chancellor Walker that the Board award contracts to the following lowest responsible bidders:

Abel Contract Furniture &
Equipment Company, 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) 9,775.00

GRAND TOTAL RECOMMENDED CONTRACT AWARDS \$55,928.04

BACKGROUND INFORMATION

In accordance with Regents' authorization on December 7, 1979, bids were called for and were received, opened and tabulated on December 2, 1980, as shown on the attached sheet, for Furniture and Furnishings for Robert A. Welch Hall - Renovation of Initial (1929) Building (Sequence I).

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

12/5/80

FURNITURE AND FURNISHINGS FOR ROBERT A. WELCH HALL - RENOVATION OF INITIAL (1929) BUILDING (SEQUENCE I, BID II)
 THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 p.m., Central Standard Time, Tuesday, December 2, 1980 at the
 Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Bid Bond	Base Proposal "A" (Library Furnishings)	Base Proposal "B" (Auditorium Seating)	Base Proposal "C" (Carpet)
Abel Contract Furniture & Equipment Co., Inc. Austin, Texas	5%	23,990.94	No Bid	No Bid
Carpet Services, Inc. Austin, Texas	5%	No Bid	No Bid	9,848.49
JG Furniture Systems Quakertown, PA	5%	No Bid	22,414.82	No Bid
Rockford Business Interiors Austin, Texas	5%	No Bid	22,162.10	No Bid
San Antonio Floor Finishers San Antonio, Texas	5%	No Bid	No Bid	9,775.00
Stewart Office Supply Co. Dallas, Texas	None	No Bid	No Bid	No Bid
Yochems Corpus Christi, Texas	Cashier's Check \$1,248.58	24,971.60	No Bid	No Bid
Tuftwick Carpet, Inc. Lubbock, Texas	5%	No Bid	No Bid	12,420.50

25. GALVESTON MEDICAL BRANCH: TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL (PROJECT NO. 601-385) STAFF HOUSING PROJECT - RECOMMENDED AWARD OF CONTRACT TO OLIVER & BEERMAN, ARCHITECTS, GALVESTON, TEXAS, AND TWO RECOMMENDED PLAQUE INSCRIPTIONS FOR HOUSING PROJECT

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Staff Housing project for the personnel of the Texas Department of Corrections Hospital at the Galveston Medical Branch to the lowest responsible bidder, Oliver & Beerman, Architect, 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 Recommended Contract Award	<u>\$3,248,000</u>

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

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

STAFF HOUSING
FOR THE
TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL

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

Oliver & Beerman, Architects
Contractor

STAFF HOUSING
FOR THE
TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL

1980

BOARD OF CORRECTIONS

James M. Windham, 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
--	--

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on July 10, 1980, bids were called for and were received, opened and tabulated on December 1, 1980, as shown below for the Staff Housing for the personnel of the Texas Department of Corrections Hospital at the Galveston Medical Branch.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Security</u>
P. G. Bell Company, Houston, Texas	\$3,810,000	5%
Harwell & Harwell, Inc., & Norman Harwell, A Joint Venture, San Antonio, Texas	4,129,950	5%
Alfred D. Hughes, Round Rock, Texas	3,694,000	C. C. \$185,000
Oliver & Beerman, Architects, Galveston, Texas	3,246,000	Add Gyp. Bd. Bid Surety Walls \$2,000 \$175,000
J. K. Ross Construction Company, Houston, Texas	3,416,000	5%

The Texas Department of Corrections concurs in the recommended award. The award can be made within previously appropriated Legislative funds for the Texas Department of Corrections Hospital project.

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 spaces for 178 cars. The project will provide housing accommodations for a total of 177 Texas Department of Corrections staff members.

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

Construction Contract	\$3,248,000
Furniture and Furnishings	200,000
Appliances and Security Equipment	80,000
Future Work: (Perimeter fence, 4 elevators and A/C unit enclosures)	170,000
Project Contingency	302,000
Professional Fees	(Included in Contract Award)
Administrative Expenses	(Interagency Agreement)
Miscellaneous Expenses	(Included in Admin. Expense)
 Total Project Cost	 <u>\$4,000,000</u>

26. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE - LECTURE HALLS - COMPLETION OF LOWER LEVEL (PROJECT NO. 402-457) - RECOMMENDED AWARD OF CONTRACT TO J. J. FALBO COMPANY, SAN ANTONIO, TEXAS

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Completion of Lower Level of the Lecture Halls 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 Recommended Contract Award	<u>\$514,785</u>

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on September 4, 1980, bids were called for and were received, opened and tabulated on November 25, 1980, as shown below for the Expansion of Basic Science Teaching Space - Lecture Halls - Completion of Lower Level.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. #1 Elevator</u>	<u>Bid Bond</u>
Browning Construction Co., San Antonio, Texas	\$570,000	\$29,000	5%
Century Builders, San Antonio, Texas	569,000	28,456	5%
D & D Management Consulting & Construction Co., Inc., San Antonio, Texas	582,000	32,000	5%
Eagle Construction Co., San Antonio, Texas	506,368	29,730	5%
J. J. Falbo Company San Antonio, Texas	486,552	28,233	5%
Dee Forgy dba Forgy Construction Company, San Antonio, Texas	526,726	30,000	5%
The Keller-Martin Organization, Inc., San Antonio, Texas	550,073	29,645	5%
Kunz Construction Company, Inc. San Antonio, Texas	597,873	27,500	5%
F. A. Nunnally Company, San Antonio, Texas	521,330	29,355	5%
Prassel Construction Company, San Antonio, Texas	546,405	31,500	5%
Wilmac Constructors, Inc., Houston, Texas	567,000	30,000	5%

The proposed contract award can be made within previously appropriated project funds of \$800,000.

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

Construction Contract	\$514,785
Furniture and Furnishings	80,000
Teaching and Research Equipment	50,000
Future Work (Air Balancing)	6,000
Project Contingency	101,048
Professional Fees and Administrative Expenses	45,947
Miscellaneous Expenses	<u>2,220</u>
Total Project Cost	<u>\$800,000</u>

27. SAN ANTONIO HEALTH SCIENCE CENTER: BUILDING EXPANSION - LIBRARY BUILDING (PROJECT NO. 402-433) - RECOMMENDED AWARD OF CONTRACT TO BROWNING CONSTRUCTION COMPANY, SAN ANTONIO, TEXAS AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the New Library Building 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 Recommended Contract Award	<u>\$7,408,000</u>

- b. Authorize a total project cost of \$9,500,000 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and related project expenses within previously appropriated funds

12/5/80

- c. Approve the recommended inscription as set out below for the plaque to be placed on the New Library Building

This inscription follows the standard pattern approved by the Board at the meeting held 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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on October 23, 1980, bids were called for and were received, opened and tabulated on November 25, 1980, as shown on the attached sheet for the New Library Building.

The proposed contract award can be made within the \$9,500,000 previously appropriated for this project by the 66th Legislature.

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

Construction Contract	\$7,408,000
Furniture and Furnishings	930,000
Instructional and Laboratory Equipment	150,000
Future Work (Air balancing, FCMS & Security Systems and Fire Alarm)	330,000
Project Contingency	24,960
Professional Fees and Administrative Expenses	622,040
Miscellaneous Expenses (Surveys, Special Soils Investigation, Advertising and Additional Printing)	<u>35,000</u>
Total Project Cost	<u>\$9,500,000</u>

NEW LIBRARY BUILDING
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Bids Received November 25, 1980, at 2:00 p. m., CST at San Antonio Health Science Center, San Antonio, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	<u>Alt. 3</u>	<u>Alt. 4</u>	<u>Alt. 5</u>	<u>Alt. 6</u>	<u>Alt. 7</u>	<u>Bid Bond</u>
Browning Construcion Co., San Antonio, Texas	\$6,174,000	+\$583,000	+\$470,000	+\$64,000	+\$30,000	-\$50,000	+\$43,000	+\$74,000	5%
Bartlett Cocke, Jr. Construction Co., San Antonio, Texas	6,372,000	+ 600,000	+ 500,000	+ 67,000	+ 31,600	No Bid	+118,000	+ 63,250	5%
Kunz Construction Company, Inc., San Antonio, Texas	6,669,915	+ 608,754	+ 463,656	+ 19,000	+ 31,600	-100,000	+ 55,000	+ 93,000	5%
Lyda, Inc., San Antonio, Texas	6,517,800	+ 476,300	+ 485,900	+ 4,400	+ 16,100	No Bid	+105,000	+ 59,300	5%

28. U. T. AUSTIN: MUSEUM OF FINE ARTS - REQUEST FOR (1) AUTHORIZATION FOR APPOINTMENT OF MUSEUM CONSULTANT TO ASSIST IN PREPARATION OF FEASIBILITY STUDY AND (2) APPOINTMENT OF THE JOINT VENTURE OF FISHER AND SPILLMAN ARCHITECTS, INC. AND CESAR PELLI AS PROJECT ARCHITECTS FOR THE DESIGN AND CONSTRUCTION OF THE NEW ART MUSEUM

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board of Regents:

- 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 Art Museum

BACKGROUND INFORMATION

At its meeting in May 1980, the Board of Regents authorized a feasibility study to review available sites, develop the project scope and determine an estimated cost for a Museum of Fine Arts at U. T. Austin. The Board of Regents appointed Fisher and Spillman Architects, Inc., Dallas, Texas, to make the study. Subsequently, it was determined that the services of a recognized museum consultant, to participate not only in the design of the museum but also in the feasibility study would contribute significantly to the project.

Four architectural firms with extensive experience in the design of museums and which have achieved national renown in this field made presentations and were interviewed. After due consideration, the firm of Cesar Pelli, New Haven, Connecticut was selected as the firm to be recommended for appointment to this project. The Cesar Pelli firm will join the firm of Fisher and Spillman Architects, Inc., in a joint venture to prepare the feasibility study and produce the subsequent design.

29. U. T. AUSTIN: STUDENT FAMILY HOUSING PHASE I-A (PROJECT NO. 102-445) SECOND STAGE UTILITIES - RECOMMENDED AWARD OF CONTRACT TO PANHANDLE CONSTRUCTION COMPANY, CEDAR PARK, TEXAS AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on July 10, 1980, bids were called for and were received, opened and tabulated on November 26, 1980, as shown below for the Second Stage Utilities of the Student Family Housing Project Phase I-A.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Austin Engineering Company, Inc., Austin, Texas	\$382,000	5%
Panhandle Construction Co., Cedar Park, Texas	330,000	5%
Schmidt Construction Co., Inc., Austin, Texas	410,000	5%

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

Construction Contract	\$330,000
Project Contingency	10,000
Professional Fees and Administrative Expenses	<u>33,620</u>
Total Project Cost	<u>\$373,620</u>

30. GALVESTON MEDICAL BRANCH: (GALVESTON HOSPITALS) REMODELING OF EXISTING JOHN SEALY HOSPITAL (ORIGINAL BUILDING) (PROJECT NO. 601-484) REMODELING OF FOURTH FLOOR - RECOMMENDED AWARD OF CONTRACT TO MSI OF HOUSTON, INC., HOUSTON, TEXAS, AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Remodeling of the Fourth Floor of the Original John Sealy Hospital Building to the lowest responsible bidder, MSI of Houston, Inc., Houston, Texas, as follows:

Base Bid	\$ 994,500
Additive Alternate No. 1 Movable Partitions	<u>17,435</u>
Total Recommended Contract Award	\$1,011,935

- b. Authorize a total project cost of \$1,200,000 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses within previously appropriated project funds
- c. Approve the recommended 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 at the meeting held 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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on May 14, 1976, bids were called for and were received, opened and tabulated on December 4, 1980, as shown below for the Remodeling of the Fourth Floor of the Original John Sealy Hospital Building.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. Movable Partitions</u>	<u>Bid Bond</u>
MSI of Houston, Inc., Houston, Texas	\$ 994,500	\$17,435	5%
John Gray Company, Inc., Galveston, Texas	1,183,609	22,995	5%
Don Tarpey Construction Company, Texas City, Texas	1,120,000	23,900	5%

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

Construction Contract	\$1,011,935
Furniture and Furnishings	50,000
Teaching and Health Care Equipment	50,000
Future Work (Air Balancing)	7,000
Project Contingency	11,349
Professional Fees and Administrative Expenses	66,716
Miscellaneous Expenses	<u>3,000</u>
Total Project Cost	<u>\$1,200,000</u>

31. SAN ANTONIO HEALTH SCIENCE CENTER: (SAN ANTONIO MEDICAL SCHOOL BUILDING) AUDITORIUM - RENOVATION OF LEVEL 2 FOR NEW PROGRAMS AT ALLIED HEALTH SCIENCES SCHOOL (PROJECT NO. 402-455) - RECOMMENDED AWARD OF CONTRACT TO MESQUITE CONSTRUCTION, INC., SAN ANTONIO, TEXAS

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Award the construction contract for Renovation of Level Two of the Auditorium to the lowest responsible 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 Recommended Contract Award	<u>\$897,093</u>

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on September 4, 1980, bids were called for and were received, opened and tabulated on December 4, 1980, as shown below for the Renovation of Level Two of the Auditorium. This renovation project will provide space for new programs for the Allied Health Sciences School. The 66th Legislature appropriated \$1,625,000 for this project.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. - Vinyl Wall Covering</u>	<u>Bid Bond</u>
Ace, Inc., Belton, Texas	\$930,909	\$12,555	5%
Century Builders, San Antonio, Texas	969,900	20,000	5%
Eagle Construction Company, San Antonio, Texas	945,000	10,307	5%
Kunz Construction Company, Inc., San Antonio, Texas	888,702	13,600	5%
Mesquite Construction, Inc., San Antonio, Texas	885,889	11,204	5%
Peco Construction, Inc., San Antonio, Texas	975,403	9,922	5%
Prassel Construction Co., San Antonio, Texas	989,000	9,900	5%

The recommended contract award of \$897,093 is below the project Architect's final construction cost estimate of \$1,242,346. This project, within the Legislative appropriation of \$1,625,000 for the project, will also provide \$320,000 for the procurement of teaching equipment needed to support the three new Allied Health Science programs of occupational therapy, physical therapy and medical technology.

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

Construction Contract	\$ 897,093
Furniture and Furnishings	160,000
Teaching Equipment	320,000
Future Work (Air Balancing)	8,000
Project Contingency	146,281
Professional Fees and Administrative Expenses	87,126
Miscellaneous Expenses	<u>6,500</u>
Total Project Cost	<u>\$1,625,000</u>

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

(Continued)

28. U. T. Austin: Museum of Fine Arts - Request for (1) Authorization for Appointment of Museum Consultant to Assist in Preparation of Feasibility Study and (2) Appointment of Joint Venture of Fisher and Spillman Architects, Inc. and Cesar Pelli as Project Architects for the Design and Construction of the New Art Museum 44
29. U. T. Austin: Student Family Housing Phase I-A - Second Stage Utilities - Recommended Award of Contract to Panhandle Construction Company, Cedar Park, Texas, and Additional Appropriation Therefor 44
30. Galveston Medical Branch (Galveston Hospitals): Remodeling of Existing John Sealy Hospital (Original Building) - Remodeling of Fourth Floor - Recommended Award of Contract to MSI of Houston, Inc., Houston, Texas, and Recommended Plaque Inscription 45
31. San Antonio Health Science Center: (San Antonio Medical School Building) Auditorium - Renovation of Level 2 for New Programs at Allied Health Sciences School - Recommended Award of Contract to Mesquite Construction, Inc., San Antonio, Texas 47

28.

U. T. AUSTIN: MUSEUM OF FINE ARTS - REQUEST FOR (1) AUTHORIZATION FOR APPOINTMENT OF MUSEUM CONSULTANT TO ASSIST IN PREPARATION OF FEASIBILITY STUDY AND (2) APPOINTMENT OF THE JOINT VENTURE OF FISHER AND SPILLMAN ARCHITECTS, INC. AND CESAR PELLI AS PROJECT ARCHITECTS FOR THE DESIGN AND CONSTRUCTION OF THE NEW ART MUSEUM

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board of Regents:

- 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 Art Museum

BACKGROUND INFORMATION

At its meeting in May 1980, the Board of Regents authorized a feasibility study to review available sites, develop the project scope and determine an estimated cost for a Museum of Fine Arts at U. T. Austin. The Board of Regents appointed Fisher and Spillman Architects, Inc., Dallas, Texas, to make the study. Subsequently, it was determined that the services of a recognized museum consultant, to participate not only in the design of the museum but also in the feasibility study would contribute significantly to the project.

Four architectural firms with extensive experience in the design of museums and which have achieved national renown in this field made presentations and were interviewed. After due consideration, the firm of Cesar Pelli, New Haven, Connecticut was selected as the firm to be recommended for appointment to this project. The Cesar Pelli firm will join the firm of Fisher and Spillman Architects, Inc., in a joint venture to prepare the feasibility study and produce the subsequent design.

29.

U. T. AUSTIN: STUDENT FAMILY HOUSING PHASE I-A (PROJECT NO. 102-445) SECOND STAGE UTILITIES - RECOMMENDED AWARD OF CONTRACT TO PANHANDLE CONSTRUCTION COMPANY, CEDAR PARK, TEXAS AND ADDITIONAL APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on July 10, 1980, bids were called for and were received, opened and tabulated on November 26, 1980, as shown below for the Second Stage Utilities of the Student Family Housing Project Phase I-A.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Bond</u>
Austin Engineering Company, Inc., Austin, Texas	\$382,000	5%
Panhandle Construction Co., Cedar Park, Texas	330,000	5%
Schmidt Construction Co., Inc., Austin, Texas	410,000	5%

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

Construction Contract	\$330,000
Project Contingency	10,000
Professional Fees and Administrative Expenses	<u>33,620</u>
Total Project Cost	<u>\$373,620</u>

30. GALVESTON MEDICAL BRANCH: (GALVESTON HOSPITALS) REMODELING OF EXISTING JOHN SEALY HOSPITAL (ORIGINAL BUILDING) (PROJECT NO. 601-484) REMODELING OF FOURTH FLOOR - RECOMMENDED AWARD OF CONTRACT TO MSI OF HOUSTON, INC., HOUSTON, TEXAS, AND RECOMMENDED PLAQUE INSCRIPTION

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Award the construction contract for the Remodeling of the Fourth Floor of the Original John Sealy Hospital Building to the lowest responsible bidder, MSI of Houston, Inc., Houston, Texas, as follows:

Base Bid	\$ 994,500
Additive Alternate No. 1 Movable Partitions	<u>17,435</u>
Total Recommended Contract Award	\$1,011,935

- b. Authorize a total project cost of \$1,200,000 to cover the recommended construction contract award, movable furnishings and equipment, air balancing, fees and related project expenses within previously appropriated project funds
- c. Approve the recommended 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 at the meeting held June 1, 1979.

REMODELING OF FOURTH FLOOR
ORIGINAL JOHN SEALY HOSPITAL

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

Page Southerland Page
Project Architect
MSI of Houston, Inc.
Contractor

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on May 14, 1976, bids were called for and were received, opened and tabulated on December 4, 1980, as shown below for the Remodeling of the Fourth Floor of the Original John Sealy Hospital Building.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. Movable Partitions</u>	<u>Bid Bond</u>
MSI of Houston, Inc., Houston, Texas	\$ 994,500	\$17,435	5%
John Gray Company, Inc., Galveston, Texas	1,183,609	22,995	5%
Don Tarpey Construction Company, Texas City, Texas	1,120,000	23,900	5%

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

Construction Contract	\$1,011,935
Furniture and Furnishings	50,000
Teaching and Health Care Equipment	50,000
Future Work (Air Balancing)	7,000
Project Contingency	11,349
Professional Fees and Administrative Expenses	66,716
Miscellaneous Expenses	<u>3,000</u>
Total Project Cost	<u>\$1,200,000</u>

31. SAN ANTONIO HEALTH SCIENCE CENTER: (SAN ANTONIO MEDICAL SCHOOL BUILDING) AUDITORIUM - RENOVATION OF LEVEL 2 FOR NEW PROGRAMS AT ALLIED HEALTH SCIENCES SCHOOL (PROJECT NO. 402-455) - RECOMMENDED AWARD OF CONTRACT TO MESQUITE CONSTRUCTION, INC., SAN ANTONIO, TEXAS

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Award the construction contract for Renovation of Level Two of the Auditorium to the lowest responsible 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 Recommended Contract Award	<u>\$897,093</u>

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on September 4, 1980, bids were called for and were received, opened and tabulated on December 4, 1980, as shown below for the Renovation of Level Two of the Auditorium. This renovation project will provide space for new programs for the Allied Health Sciences School. The 66th Legislature appropriated \$1,625,000 for this project.

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. - Vinyl Wall Covering</u>	<u>Bid Bond</u>
Ace, Inc., Belton, Texas	\$930,909	\$12,555	5%
Century Builders, San Antonio, Texas	969,900	20,000	5%
Eagle Construction Company, San Antonio, Texas	945,000	10,307	5%
Kunz Construction Company, Inc., San Antonio, Texas	888,702	13,600	5%
Mesquite Construction, Inc., San Antonio, Texas	885,889	11,204	5%
Peco Construction, Inc., San Antonio, Texas	975,403	9,922	5%
Prassel Construction Co., San Antonio, Texas	989,000	9,900	5%

The recommended contract award of \$897,093 is below the project Architect's final construction cost estimate of \$1,242,346. This project, within the Legislative appropriation of \$1,625,000 for the project, will also provide \$320,000 for the procurement of teaching equipment needed to support the three new Allied Health Science programs of occupational therapy, physical therapy and medical technology.

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

Construction Contract	\$ 897,093
Furniture and Furnishings	160,000
Teaching Equipment	320,000
Future Work (Air Balancing)	8,000
Project Contingency	146,281
Professional Fees and Administrative Expenses	87,126
Miscellaneous Expenses	<u>6,500</u>
Total Project Cost	<u>\$1,625,000</u>

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEM

December 11-12, 1980

*acted on
Friday am.*

Page
B&G

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

Below

Documentation

32. U. T. AUSTIN: STUDENT FAMILY HOUSING - PHASE I-A (PROJECT NO. 102-445)
REPORT ON BIDDING; RECOMMENDED (A) REJECTION OF BIDS; (B) REQUEST FOR
PROJECT ARCHITECT TO REVIEW AND REVISE FINAL PLANS TO REDUCE COSTS
(C) AUTHORIZATION TO RE-ADVERTISE FOR CONSTRUCTION BIDS

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

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

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 10, 1980, bids were called for and were received, opened and tabulated on November 26, 1980, as shown on the attached sheet for Student Family Housing - Phase I-A.

The award of a construction contract for this project depended upon a successful sale of bonds in the amount of \$5,750,000, bids for which were scheduled to be opened at 11:00 a. m. on December 11, 1980. No bids for the bonds were received. Accordingly, it is not possible to make an award at this time. It will be necessary to offer the bonds for sale again when the market is more favorable.

Although the bids received were competitive and a true test of the market, subsequent to bidding the Project Architect discovered information which could lead to cost reductions in the project if it were to be put out for bid again. He should be instructed to incorporate these changes into the bid documents in anticipation of rebidding at a future date.

STUDENT FAMILY HOUSING - PHASE IA
 THE UNIVERSITY OF TEXAS AT AUSTIN

Bids Received November 26, 1980, at 2:00 p. m., CST at the Office of Facilities Planning and Construction,
 The University of Texas System, Austin, Texas

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternates</u>				<u>Bid Bond</u>
		<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	<u>No. 4</u>	
B-F-W Construction Co., Inc., Temple, Texas	\$10,268,000	\$152,000	\$15,000	\$107,000	\$93,000	5%
Nelson Construction Company, A Division of Austin-Nelson Company, Inc., Austin, Texas	10,149,000	146,200	25,600	102,600	96,100	5%

**Health Affairs
Committee**

HEALTH AFFAIRS COMMITTEE
Committee Chairman Fly

Date: December 12, 1980

Time: Following the meeting of the Academic and Developmental
Affairs Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by an attorney of the Office of General Counsel unless otherwise indicated and are based on the model agreement adopted December 16, 1977. If the proposed agreements are not based on the model, then the documents are included in this volume.

1. U. T. Arlington: Proposed Affiliation Agreements with (a) GH Hospital, Inc., d/b/a Glenview Hospital, Fort Worth, Texas, and (b) Methodist Hospitals of Dallas, Dallas, Texas.--

RECOMMENDATION

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

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

PURPOSE

Each of these agreements will provide training opportunities for nursing students at U.T. Arlington.

2. U. T. El Paso: Proposed Amendment to the Memorandum of Affiliation with the Veterans Administration Outpatient Clinic, El Paso, Texas.--

RECOMMENDATION

President Monroe and Chancellor Walker recommend approval for an amendment to the Memorandum of Affiliation by and between The University of Texas at El Paso and the Veterans Administration Outpatient Clinic, El Paso, Texas. The amendment would include a psychology training program under the provisions of the Memorandum of Affiliation which was approved by the Board of Regents on September 5, 1980.

BACKGROUND INFORMATION

The current agreement is for a nursing training program and this amendment merely broadens the agreement to include psychology training programs.

The amendment has been reviewed and approved by the Office of Academic Affairs and the Office of General Counsel.

3. U. T. El Paso: Proposed Affiliation Agreement with Spirit of Love Crisis Nursery, El Paso, Texas.--

RECOMMENDATION

President Monroe and Chancellor Walker recommend that approval be given to the affiliation agreement by and between The University of Texas at El Paso and Spirit of Love Crisis Nursery, El Paso, Texas. The agreement was executed by the appropriate officials on October 15, 1980, to be effective upon approval by the Board of Regents.

PURPOSE

The proposed agreement will provide educational experiences for nursing students at U.T. El Paso.

4. U. T. San Antonio: Proposed 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.--

RECOMMENDATION

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

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

PURPOSE

These agreements will provide training opportunities for students in U.T. San Antonio's Division of Allied Health and Life Sciences, specifically in physical therapy and occupation therapy, respectively.

5. U. T. Tyler: Proposed 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.--

RECOMMENDATION

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

<u>Facility</u>	<u>Agreement Executed</u>
(a) Bio-Medical Applications of Tyler, Inc., d/b/a Watson W. Wise Regional Dialysis Center, Tyler, Texas	September 19, 1980

September 24, 1980

PURPOSE

Each of these agreements will provide training opportunities for students in U.T. Tyler's nursing program.

6. Galveston Medical Branch: Request to Seek Permission from the Coordinating Board to Establish the Department of Radiation Therapy in the School of Medicine (Catalog Change). --

RECOMMENDATION

President Levin and Chancellor Walker recommend approval of the establishment of the Department of Radiation Therapy in the School of Medicine at the Galveston Medical Branch. The establishment of this department will require approval of the Coordinating Board. No additional funding will be required since faculty are already hired and the programs are under way.

BACKGROUND INFORMATION

In recent years, the Department of Radiology has consisted of Divisions of Diagnostic Radiology, Nuclear Medicine and Radiation Therapy. With the passage of time and growth of knowledge and technical developments in all areas of radiology, combined residencies which trained people both in diagnosis and therapy came to an end some years ago. Residency training in diagnostic radiology now requires three or four years and training in radiation therapy requires three or four years. There has been an increasingly prominent trend throughout this nation to separate radiation therapy from diagnostic radiology. At the present time it is almost impossible to find highly qualified leaders in radiation therapy who will accept positions as chiefs of divisions. In 1979 approximately twenty-percent of the Schools of Medicine in this country already were listing Departments of Radiation Therapy or Radiation Oncology.

In summary, the rationale for the establishment of Radiation Therapy as a separate academic department in the Medical School may be summarized as follows:

1. The nature of the clinical work and research is unique.
2. The size and complexity of the activity is comparable to other departments in the Medical School.
3. The inability to attract outstanding leaders in Radiation Oncology without the inducement of departmental status.

The Galveston Medical Branch is already committed to a major effort in cancer education, research and treatment. The patient care activities, the training program and the necessity for high quality research all point to the necessity and indeed urgency of this administrative change.

SECRETARY'S NOTE: If this recommendation is approved by the Board of Regents, the minute order will indicate that if approved by the Coordinating Board the next appropriate catalog published will be amended to conform.

7. Galveston Medical Branch: Proposed 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.--

RECOMMENDATION

President Levin and Chancellor Walker recommend that approval be given to affiliation agreements by and between the Galveston Medical Branch and the following facilities. The agreements were executed by the appropriate officials on the dates indicated below to be effective upon approval by the Board of Regents

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

PURPOSE

These affiliation agreements will provide additional clinical facilities for students in the school of nursing and at allied health sciences.

8. Houston Health Science Center: Request to Seek Permission from the Coordinating Board to Establish an Institute for Technology Development and Assessment (Catalog Change).--

RECOMMENDATION

President Bulger and Chancellor Walker recommend approval of the establishment of an Institute for Technology Development and Assessment and permission to submit the proposal to the Coordinating Board.

The basic purposes of this institute would be the promotion of new technologies to aid in the solution of problems in the areas of health care, preventive medicine, and sports medicine, and to conduct programs to evaluate the effectiveness of new medical technologies. The institute would provide a focal point for programs in the development, evaluation and utilization of new technologies in the fields of health care delivery and medical research. The institute would be staffed by a multidisciplinary team composed of physicians, engineers, physical scientists, life scientists, computer technologists, administrators, and other specialists. The location of the institute on the campus of the Houston Health Science Center will permit the participation of individuals from other institutions in the area. Furthermore, this location permits unique opportunities to work closely with a high technology branch of the Federal Government, NASA's Johnson Space Center, and to work with one of the nations' largest and ever growing industrial communities. The first years budget is projected to be \$199,000 with funding to come from state appropriations, federal grants and contracts, and private sources,

BACKGROUND INFORMATION

Many of the advances in medical care have resulted from the successful transfer of technologies from other fields of science and engineering. The proposed institute would be dedicated to the development and transfer of new technologies to provide cost effective alternatives in the health care delivery

system. The specific goals and aims for the institute can be summarized as follows:

1. To work with practitioners in the health care system to define and understand technology problems and limitations in existing equipment and techniques.
2. To establish research and development programs with industry and government to provide alternative solutions for the defined problems.
3. To work with cognizant personnel in professional, college, and scholastic sports in developing an understanding of the problems associated with various sports and to devise methods to prevent injury and health related problems. The staff will be dedicated to the development of new and unique approaches to sports related protective equipment.
4. To stimulate the transfer of technology information both internal and external to the HSCH.
5. To conduct evaluation studies for new equipment and techniques. This evaluation would include medical effectiveness, engineering, safety aspects and cost benefits.
6. To promote collaboration between industrial firms and the staff of the HSCH.
7. To establish university/industry consortiums and research projects of mutual interest.
8. To establish a formal HSCH working relationship with those government agencies responsible for technology transfer and development.
9. To develop resources to support the institute's programs.
10. To participate in the educational programs of The Health Science Center.

SECRETARY'S NOTE: If this recommendation is approved by the Board of Regents, the minute order will indicate that if approved by the Coordinating Board the next appropriate catalog published will be amended to reflect this action.

A copy of the proposal is on file in the Office of the Secretary.

9. **Houston Health Science Center: Proposed Establishment of a Center for Health Promotion Research and Development. --**

RECOMMENDATION

President Bulger and Chancellor Walker recommend the establishment of a Center for Health Promotion Research and Development at the Houston Health Science Center. The words "health promotion" refer to those activities and educational efforts aimed at disease prevention and the improvement of behavior patterns known to be related to physical and mental well-being.

The Center will be headed by a Director who will report to the President of the Health Science Center. The objectives of the Center are:

1. To stimulate within the institution the development of laboratory research projects which will serve to expand the body of knowledge related to health.
2. To develop intervention strategies of behavior modification related to attaining or maintaining health and test these on selected representative populations.

3. To assess the Houston community as to specific health promotion needs and social, cultural, and economic characteristics which influence those needs.
4. To develop and maintain effective working relationships with the voluntary and for-profit groups, corporations and individuals within the community who may be involved in the development, implementation and refinement of disease prevention/health promotion programs.
5. To cooperate with those groups in the conduct of population-based research efforts.
6. To disseminate, through those groups, information derived from laboratory and field studies.
7. To provide technical assistance to community groups and corporations interested in developing or evaluating new or innovative approaches to health promotion and/or health education.
8. To assimilate knowledge gained from all those experiences into a health promotion resource center for the state, region and nation.

BACKGROUND INFORMATION

Approximately one year ago, a Program in Health Promotion was established at the Houston Health Science Center. During that year, members of the Visiting Committee and a multidisciplinary faculty task force have developed detailed plans for this activity. Several new projects have been launched and ground-work laid to allow for further health promotion activities. The intent is to use private or federal research and development funds for the full operating budget of the Center. No degree programs are involved. The proposed first year budget is \$273,000 to be raised from outside sources.

10. San Antonio Health Science Center: Proposed Affiliation Agreement with Metropolitan General Hospital, Incorporated, San Antonio, Texas.--

RECOMMENDATION

President Harrison and Chancellor Walker recommend approval of the affiliation agreement set forth on pages HAC 9-13 with Metropolitan General Hospital, Incorporated, San Antonio, Texas. The affiliation agreement follows the format wording of the standard agreement with the addition of paragraph 5 (d) which provides for appointment of health science center faculty to the medical staff of the hospital.

PURPOSE

This affiliation agreement will provide additional clinical facilities for medical students.

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).

- (d) 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 (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; (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; or, (c) when all resident physicians under contract with or rotation through the Facilities, as may be provided under Program Agreements, have completed their agreed upon experience; whichever event last occurs.

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

UNIVERSITY:

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

ATTEST:

Secretary, Board of Regents
The University of Texas System

Dan C. Williams, Chairman
Board of Regents
The University of Texas System

FORM APPROVED:

M. Lynn Taylor
General Counsel for the System

CONTENT APPROVED:

E. D. Allen
Chancellor of the System

L. S. Brumby
Vice Chancellor for
Health Affairs

ATTEST:

C. B. Cochran

FACILITY:

By: M. Pachy
Chairman, Board of Directors
Metropolitan General Hospital,
Inc.

11. University Cancer Center: Proposed Appointments to Ashbel Smith Professorships. --

RECOMMENDATION

President LeMaistre and Chancellor Walker recommend approval of the appointments of (a) Ronald M. Humphrey, Ph.D., (b) Sidney Wallace, M.D., (c) J. Leslie Smith, M.D., and (d) T. L. Loo, Ph.D., as Ashbel Smith Professors at the University Cancer Center. These are nonendowed professorships as authorized by the Board of Regents at the April 10 - 11, 1980 meeting. The name, Ashbel Smith Professorships, is on the agenda for consideration at this meeting.* These nominees have been recommended by an appropriate Faculty Committee.

BACKGROUND INFORMATION

(a) The first nominee came to the University Cancer Center in 1958 following receipt of his Ph.D. degree in Microbiology from The University of Texas at Austin. He currently holds the title of Physicist and Professor of Biophysics and is the Associate Director of the Research Division of the Science Park at Smithville, Texas. He also holds the rank of Professor at the Houston Graduate School of Biomedical Sciences and is an Adjunct Professor of Radiation Biology at the Dallas Health Science Center. He is a member of the American Association for the Advancement of Science, the Radiation Research Society, and the Texas Association of Radiation Research. He is the author or co-author of over 125 publications and abstracts. His primary area of research interest has been the investigation of DNA damage and repair in mammalian cells growing in culture and the biochemical events and genetic implications resulting therefrom. Perhaps his most important contribution has been the initial observation that the amount of chromosome damage from ionizing radiation is related to the age of cells in their cycle.

(b) The second nominee was appointed to the staff of the University Cancer Center in July 1966 as an Associate Radiologist and Associate Professor of Radiology following service at the Jefferson Medical College in Philadelphia. He currently holds the appointment of Radiologist and Professor of Radiology and holds a similar appointment in Diagnostic Radiology at the Houston Medical School. He is certified by the American Board of Radiology and holds membership in several professional societies, including the American College of Radiology, the American Roentgen Ray Society, the Society of Cardiovascular Radiology, International Society of Lymphology, and the Radiological Society of North America. He has been the recipient of numerous honors and awards including the Certificate of Merit from the American Roentgen Ray Society on three occasions and from the Radiological Society of North America on two occasions. He was a recipient of the Pfahler Oration Award from the Philadelphia Roentgen Ray Society in 1978. The nominee is a prolific writer, having authored or co-authored over 150 articles. He is nationally recognized as a leading authority in vascular radiology and transvascular intervention in tumors.

(c) The third nominee came to the University Cancer Center in 1954 from the Armed Forces Institute of Pathology in Washington, D. C. He now holds the title of Pathologist and Professor of Pathology in the Department of Pathology and has been Deputy Head of that department since 1976. He holds a similar title at the Houston Graduate School of Biomedical Sciences. He has distinguished himself in many areas. He is the author or co-author of some 31 articles and has written four books primarily relating to tumors and lesions of the skin. He is a member of several professional societies, including the International Academy of Pathology, the American Society of Clinical Pathologist, the American Academy of Dermatology and the American Society of Dermatopathology. He has received numerous honors and awards including five commendations from The American Society of Clinical Pathologists" in recognition of outstanding service in educational activities."

(*See Item 7 , Page C of W - 30 for recommendation to name nonendowed professorships.)

(d) The fourth nominee joined the faculty of the University Cancer Center in October 1965. For the ten years prior to that, he was an investigator with the National Cancer Institute. He received his graduate education in Pharmacology at Oxford University in England. The nominee has distinguished himself as one of the nation's leading Pharmacologists in all aspects of anti-cancer drugs. He has proven to be an effective research collaborator and an outstanding educator and has the ability to communicate freely with academic physicians. His work has had a significant impact on the clinical science activities of the University Cancer Center. He is a member of a number of professional societies, including the American Association for Cancer Research, the American Society for Pharmacology and Experimental Therapeutics, the American Society of Clinical Oncology, and is a Fellow of the American Pharmaceutical Association Academy of Pharmaceutical Sciences. He is the author or co-author of approximately 100 articles.

12. University Cancer Center: Proposed Appointment to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics. --

RECOMMENDATION

President LeMaistre and Chancellor Walker recommend the appointment of Dr. Emil J. Freireich to **The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics** at the University Cancer Center. The nomination was made by a Faculty Committee appointed for that purpose. The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics is proposed to be established from funds currently held in the endowment entitled the "Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics" and is on the agenda of this meeting in the Land and Investment Committee.*

BACKGROUND INFORMATION

The nominee has been a member of the staff at the University Cancer Center since July 15, 1965, and currently serves as Head of the Department of Experimental Therapeutics. Prior to that, he served as Senior Investigator and Head of the Leukemia Service at the National Cancer Institute for ten years. He received his M.D. degree with honors from the University of Illinois College of Medicine in 1949. He has been the author or co-author of approximately 300 scientific papers and is internationally recognized as a leader in chemotherapy and clinical oncology. He has held important posts in a number of professional societies, including the American Society of Clinical Oncology, the American Society of Hematology, the International Society of Hematology, the American Federation of Clinical Research, the American Society for Clinical Pharmacology and Therapeutics, and the American College of Physicians. He has received numerous awards and honors.

(*See Item 7, Page L&I - 20 for recommendation to establish this Chair.)

L&I Com.

LAND AND INVESTMENT COMMITTEE
Committee Chairman Hay

Date: December 12, 1980

Time: Following the Meeting of the Health Affairs Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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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, are submitted by the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>September, 1980</u>	<u>October, 1980</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cent Change</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. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1980.--

Under separate bound cover the Executive Director for Investments and Trusts presents a report on the Permanent University Fund investments for the fiscal year ended August 31, 1980. During the fiscal year, periodic reports of investment transactions made for the Fund were submitted to the Board for approval. The present report summarizes the investment transactions for the fiscal year and indicates the status of the Fund's portfolio as of August 31, 1980.

The Permanent University Fund experienced significant gains in book value of assets and in earnings 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

It is recommended by Executive Director Lobb and Chancellor Walker that the formal report be approved in order that copies may be distributed 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.

*Approved
Chancellor Walker*

B. LAND MATTERS

Easements and Surface Leases Nos. 5252-5290, Material Source Permits Nos. 598-602 and Flexible Grazing Leases Nos. 64-79. It is recommended by the Vice Chancellor for Business Affairs that the following applications for easements and surface leases, material source permits and flexible grazing leases be approved. All have been approved as to content by the appropriate officials. Payment for each has been received unless otherwise indicated, and each document is on the University's standard form when applicable and is at the standard rate effective August 1, 1979, (adopted June 1, 1979) unless otherwise indicated.

1. 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.

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	\$ 7,432.74
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	2,230.62
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

2. 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	375.00
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.

**Minimum

3. 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	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi-Annual Rental
		County	Block					
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

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No.	Lessee	Location		Acreage	Period	Minimum Rental Per Acre	Minimum Annual Rental	Semi- 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	\$37,858.32	\$18,929.16
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	10,455.65	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).

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

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Arlington: Recommendation to Accept Gift and Establish Named Scholarship Fund for Civil Engineering Undergraduate Students. --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend the acceptance of a 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. The stock is to be sold and the proceeds placed in the Common Trust Fund.

BACKGROUND INFORMATION

The donor is one of the first Registered Bridge Engineers of Texas. He has made numerous contributions to the Engineering Program at U. T. Arlington both in time and money including the funding of the Bettye M. Rady Scholarship Fund and the furnishing and decoration of the Rady Seminar Room.

2. U. T. Austin: Recommendation to Accept (a) Bequest from the Estate of Miss Floy Agnew, (b) Gift and Pledge and to Establish 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. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend the following for The University of Texas at Austin:

- a. Acceptance of 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 thrity (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."

As prescribed by the will, the Divisional Commander of the Texas Division of The Salvation Army, Lt. Colonel Harlan Cleveland, is the Independent Executor of the estate.

Recommendation for establishment of prescribed scholarship funds will be submitted for consideration by the Board at a later date accompanied by a final report.

- b. Acceptance of a \$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. Acceptance of 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, Volume 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: Proposed 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. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend the following action by the Board of Regents:

(1) acceptance 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.

(2) acceptance of 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.

BACKGROUND INFORMATION

Among many other benefactions to the University during his lifetime and under his will, Major George W. Littlefield (1842-1920) gave in 1914, while a member of the Board of Regents, \$25,000 with the income to be used in the field of American History and then provided in his will as follows:

I give and bequeath to a board of trustees to be composed of H. A. Wroe of Austin, Texas and those persons who occupy the position of President of the University of Texas, Librarian of the State of Texas, Librarian of the University of Texas and Professor of History in the University of Texas as trustees the sum of one hundred thousand dollars, this sum to be added to the fund heretofore given by me for the purpose of preparation of a History of the United States, and the entire sum to be used and expended, so far as is deemed necessary or desirable, by said board of trustees in the preparation and publication of a History of the United States with the plain facts concerning the South and Her acts since the foundation of the Government, especially since 1860, fairly stated in order that the children of the South may be truthfully taught and persons maturing since 1860 may be given the opportunity to inform themselves correctly concerning the South and especially of the Southern Confederacy. It is my desire that the said board shall publish and sell said history on such terms and for such price as the majority may deem best, and that proceeds of such sales and such portion of the said money as may remain shall be invested by said board in income bearing property, and the income used to establish and maintain a chair of American History in the University of Texas. The said board shall be composed of the persons who occupy said positions, and as each vacates his office, his successor shall take his place on said board. Should the position of H. A. Wroe become vacant, same shall be filled by vote of a majority of the remaining trustees. Said board shall have

full authority to invest all or any part of said sum, to collect and receipt for same, and reinvest same as in their discretion seems best, and in general is given full authority to do all things reasonably necessary or desirable to carry out the purpose of this gift, including such dominion over any property belonging to said trust as I could exercise if living and not inconsistent with the purpose of this gift."

The present Trustees are Peter T. Flawn, Harold W. Billings, Norman D. Brown, Lewis L. Gould and Dorman H. Winfree.

After several years of planning and acquisition of material, the Trustees learned that their publication plans overlapped similar work already in progress at Louisiana State University; and in 1938, they entered into a contract with LSU Press for the publication of a ten-volume A History of the South to be written by outstanding scholars to be agreed on by the Trustees and the Press. Nine volumes have been published and the tenth is being written. Each volume carries credits to the Littlefield Fund. The series has been well received and has brought numerous awards and honors to the authors.

The Trustees intend to supplement in due course the endowment of the Littlefield Professorship to bring it up to a Chair. Meanwhile, the acquisition of materials bearing on the "history of the South" for the Littlefield Collection at The University of Texas, as mentioned by Major Littlefield in his letter transmitting his 1914 gift, is being continued.

4. U. T. El Paso: Recommendation to (a) Accept Gift and Establish the J. W. Miller Memorial Geophysics Endowment Fund and (b) Establish The Michael J. Shea Memorial Scholarship Fund.--

RECOMMENDATION

President Monroe and Chancellor Walker recommend that approval be given to:

- a. Accept a gift of \$50,000 from Mr. R. O. Anderson and establish 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. Establish 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.

5. U. T. Permian Basin: Recommendation to Accept Gift and to Establish the API Sour Crude Scholarship. --

RECOMMENDATION

President Cardozier and Chancellor Walker recommend the acceptance of a \$14,000 gift 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 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.

BACKGROUND INFORMATION

The Permian Basin Chapter of the American Petroleum Institute was formed in 1970 and currently has 500 members which are in oil and gas related businesses. The members have made this contribution in support of their industry and future generations which will be associated with oil and gas related operations.

6. University Cancer Center: Recommendation to (a) Accept Bequest from the Estate of Mr. Ernest O. Deason, (b) Accept Gift of an Undivided 5% Interest in Greenspoint Palms, Ltd., for the Use of the Pediatrics Program of M. D. Anderson, (c) Accept Final Report on Bequest from the Estate of Lily Reber Hills, and (d) Establish the John H. Blaffer Visiting Professorship. --

RECOMMENDATION

President LeMaistre and Chancellor Walker recommend that approval be given to:

- a. Accept 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

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

It is further recommended that the Board of Regents approve 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.

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. Accept 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. Accept the 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. Establish 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): Request to Change Name of The Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics. --

RECOMMENDATION

President LeMaistre and Chancellor Walker request that The Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics be changed to The Ruth Harriet Ainsworth Research Chair in Developmental Therapeutics. 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.

BACKGROUND INFORMATION

The Board of Regents at their meeting of September 11, 1972, accepted a bequest in the amount of \$330,000 from the Estate of Ruth Harriet Ainsworth who expired on April 25, 1972, and was formerly a patient at M. D. Anderson Hospital. On July 25, 1975, the Board approved the establishment of an endowment fund entitled the Ruth Harriet Ainsworth Cancer Research Professorship in Developmental Therapeutics with funds from this bequest.

8. U. T. Austin: Recommendation to Accept a Gift of Stock from Ronya 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. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents approve acceptance of a gift of 1600 shares of Teledyne, Inc., common stock from Ronya and George Kozmetsky, matched by Teledyne Corporation, for the benefit of the College of Business Administration and the Graduate School of Business. This stock has a value of \$318,000.

BACKGROUND INFORMATION

Ronya and George Kozmetsky have made many contributions to an endowment fund to be used to support the various programs in the Graduate School of Business. As requested, \$150,000 of the proceeds of the sale of this stock will be transmitted to the Business School Foundation to establish the Fred H. Moore Professorship in International Management. The specific recommendation as to the establishment of this professorship will be made at a subsequent meeting of the Board.

B. REAL ESTATE MATTERS

1. U. T. System - Hogg Foundation for Mental Health - Thomas E. Hogg Fund: Proposed Oil and Gas Lease Covering 1570.3 Acres in Bandera County, Texas. --

RECOMMENDATION

Chancellor Walker and Vice Chancellor Boyd recommend granting an oil and gas lease to Homer R. Biggerstaff, Jr., covering 1570.3 acres in Bandera County described as follows:

<u>Survey No.</u>	<u>Abstract No.</u>	<u>Block</u>	<u>Acres</u>
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

The proposed 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.

BACKGROUND INFORMATION

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.

3. U. T. System - Hogg Foundation for Mental Health - Thomas E. Hogg Fund: Proposed Oil and Gas Lease on Undivided Interest in 1876.8 Acres in Jesse Thompson League, Brazoria County, Texas.--

RECOMMENDATION

Chancellor Walker and Vice Chancellor Boyd recommend granting an oil and gas lease to Energy Methods, Inc., covering 1876.8 acres in the Jesse Thompson League, Brazoria County, Texas. The proposed 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.

BACKGROUND INFORMATION

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.

4. U. T. Austin - C. L. Lundell Professorship of Systematic Botany: Recommendation to Sale 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.--

RECOMMENDATION

Vice Chancellor Boyd and Chancellor Walker recommend the 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 for \$62,000.00. Mr. Appleton has offered to make a down payment of \$2,600.00 and to execute a \$59,400.00 note. The note would have a term of 15 years, bear interest at 10% per annum, and would provide for an additional principal payment of \$6,600.00 on or before June 1, 1981.

BACKGROUND INFORMATION

This tract of land was donated by Dr. Lundell to the Texas Research Foundation which in turn conveyed it to the Board of Regents as a part of the endowment for the Lundell Professorship. It is located at the southeast corner of 16th Street and Avenue E in Plano and contains approximately 13,500 square feet. The Professorship will retain an additional 35,000 square feet immediately south of the tract to be sold.

5. U. T. Austin - Tom Slick Memorial Trust: Proposed Oil and Gas Lease on Undivided Interest in 177.12 Acres in Gaines County, Texas.--

RECOMMENDATION

Vice Chancellor Boyd and Chancellor Walker recommend approval of 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 proposed lease provides for a five year primary term, 3/16 royalty, \$50.00 per acre bonus, and \$1.00 per acre annual delay rentals.

BACKGROUND INFORMATION

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.

6. U. T. El Paso - Frank B. Cotton Estate: Recommendation to Approve Request by Border Exploration Company for a Partial Assignment of Oil and Gas Leases Covering 6,400 Acres in Hudspeth and Culberson Counties, Texas.--

RECOMMENDATION

Vice Chancellor Boyd and Chancellor Walker recommend approval of a request by Border Exploration Company for a partial assignment of oil and gas lease covering 6,400 acres as follows:

<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 proposed assignment instrument, 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.

BACKGROUND INFORMATION

Border Exploration Company was awarded these leases by the Board of Regents on October 24, 1980, and the leases provide that the Board's written approval is required before any assignments can be made. Border will continue to be the lease operator and will be responsible for carrying out the duties and responsibilities set out in the lease agreement. A similar request by Border for a partial assignment of other Cotton Estate leases in Hudspeth County was approved by the Board of Regents on October 24, 1980.

7. U. T. El Paso - Josephine Clardy Fox Estate: Proposed Lease to Mr. O. J. Benitez Covering Property at 5010 East Paisano, El Paso, Texas.--

RECOMMENDATION

Chancellor Walker and Vice Chancellor Boyd recommend the lease of 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 proposed lease would provide for a term of three years, commencing December 1, 1980, and a monthly rental of \$600.00.

BACKGROUND INFORMATION

Mr. Benitez operates a used car sales business on this property, which he has leased for approximately twenty years. His most recent lease was for a term of three years at a monthly rental of \$416.66.

8. U. T. El Paso - Josephine Clardy Fox Estate: Proposed Lease to Taber Broadcasting Company Covering Property at 5300 El Paso Drive, El Paso, Texas.--

RECOMMENDATION

Chancellor Walker and Vice Chancellor Boyd recommend the lease of 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, at a monthly rental of \$1484.00.

BACKGROUND INFORMATION

Taber Broadcasting is the successor in interest of Sun Country Broadcasting, Inc., which leased this property in 1970 from the El Paso National Bank as Independent Executor of the Estate of Mrs. Fox. That lease, which expired November 30, 1980, provided for a monthly rental of \$700.00. Taber has requested the six month lease to provide them time to secure approval of a new location from the Federal Communications Commission.

9. U. T. El Paso - Josephine Clardy Fox Estate: Recommendation 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.--

RECOMMENDATION

Vice Chancellor Boyd and Chancellor Walker recommend that 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., be rescinded. 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 would be 9% of the appraised value, as it is under the original leases.

BACKGROUND INFORMATION

On May 30, 1980, the Board of Regents approved the assignment of the lease dated October 18, 1971, covering 22,958.07 square feet of land at 5310 El Paso Drive from West Properties, Inc., to New Vistas, Inc., subject to the following terms and conditions:

- (1) continuing liability of West Properties, Inc., and the additional liability of Mr. R. Ken Carpenter, individually;
- (2) amendment of the lease to provide for appraisal of the land each five years beginning October 1, 1981, rather than every ten years as the lease originally provided;
- (3) annual rental of 14 1/2% of the appraised value rather than 9% as originally provided.

On September 5, 1980, the Board of Regents approved the assignment of leases covering 25,098.13 square feet at 5306/5308 El Paso Drive and an additional 7,260.79 square feet at 5310 El Paso Drive, subject to the same terms and conditions.

Upon further consideration, it appears that the rental rate of 14 1/2% is not justified by market conditions prevailing in this particular area. It is believed that the 9% rate, with new appraisals at five year intervals, is more appropriate under the existing circumstances.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of August and September 1980.--In accordance with present procedure, the Report of Securities Transactions for the Permanent University Fund and Trust and Special Funds for the months of August and September 1980 was mailed on November 11, 1980 by Secretary Thedford to the members of the Board of Regents. If any questions regarding this material have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

* * * * *

FOUNDATION MATTERS

Ima Hogg Foundation Agenda.--

RECOMMENDATION

It is recommended that the Trustees of the Ima Hogg Foundation meet briefly at the meeting of the Board of Regents on December 12, 1980, for action on the following Agenda:

1. Approval of Minutes of the preceding meeting held on October 24, 1980. Copies were distributed earlier.
2. Secretary-Treasurer Lobb recommends granting an oil and gas lease to Homer L. Biggerstaff, Jr., covering 1,570.3 acres in Bandera County, described as follows:

<u>Survey No.</u>	<u>Abstract #</u>	<u>Block</u>	<u>Acres</u>
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

The proposed 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. The Foundation owns an undivided 1.05% of the minerals under this tract for a net mineral interest of 16.4882 acres.

O.C.

LAND AND INVESTMENT COMMITTEE

EMERGENCY ITEMS

December 11-12, 1980

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I. Permanent University Fund

B. Land Matters

4. PUF: 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)

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II. Trust and Special Funds

A. Gifts, Bequests and Estates

9. U. T. Austin: Establishment of the Fred H. Moore Professorship in International Management in the Graduate School of Business — *only established professorship*
10. Dallas Health Science Center: Acceptance of 3,135 Shares of Texas Instruments Incorporated Common Stock for the Cecil H. and Ida Green Center for Reproductive Biology

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Documentation

I. PERMANENT UNIVERSITY FUND

B. LAND MATTERS

4. PUF: 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), Dr. Fly, as a part of his regular report to the Board of Regents on the activities of the Board for Lease of University Lands, will ask the Board of Regents to affirm actions taken by the Board for Lease at its meeting on November 21, 1980, as follows:

1. approve the action of the Board for Lease and appropriate pursuant to that action \$20,000 for the expenses of the 70th Public Auction Sale of Oil and Gas Leases on Permanent University Funds Lands set for March 11, 1980;
2. approve 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 approve the action of the Board for Lease in setting his compensation at \$10,000; and
3. approve 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. GIFT, BEQUESTS AND ESTATES

9. U. T. Austin: Establishment of the Fred H. Moore Professorship in International Management in the Graduate School of Business. --

RECOMMENDATION

Chancellor Walker reports that The Business School Foundation (an external foundation) has expressed the desire that the Fred H. Moore Professorship in International Management be established in the Graduate School of Business at U. T. Austin. President Flawn and Chancellor Walker recommend that this professorship, to be funded by The Business School Foundation,

be established in accordance with the Regents Rules and Regulations. The funds for the professorship will be held in The Business School Foundation.

BACKGROUND INFORMATION

The professorship is to be funded by a transfer of \$150,000 from the Ronya and George Kozmetsky Endowment Fund to The Business School Foundation. Current fund balance is \$820,631 including a recent gift of 1600 shares of Teledyne, Inc. common stock.

Mr. and Mrs. Kozmetsky have made contributions to this endowment fund for the purpose of supporting the various programs in the Graduate School of Business. Establishment of the Fred H. Moore Professorship is being proposed by the George Kozmetsky family to honor an outstanding Texas businessman.

10. Dallas Health Science Center: Acceptance of 3,135 Shares of Texas Instruments Incorporated Common Stock for the Cecil H. and Ida Green Center for Reproductive Biology. --

RECOMMENDATION

President Sprague and Chancellor Walker recommend the acceptance of 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 Dallas Health Science Center. Proceeds of the sale will be used as follows in accordance with an agreement between the Board of Regents and Cecil H. and Ida M. Green dated January 12, 1978:

"The third of three annual payments in accord with our letter of 8 July, 1976, to Dr. Charles C. Sprague, wherein Ida and I agreed to supplement our pledge of 20 December 1973, by increasing the aggregate amount from \$600,000 to \$1,000,000 in support of a Distinguished Chair within the Cecil H. and Ida Green Center for Reproductive Biology. Thus, the present payment approximates \$100,000.

The third of ten approximately equal annual payments in support of a research program at the Green Center for post-doctoral trainees having either Ph.D. or M.D. degrees, or both, in one or more of the basic medical sciences. Thus, the present payment approximates \$340,000."

The Cecil H. and Ida Green Chair in Reproductive Biology Sciences has a current 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 agreed. The balance of the proceeds from this gift will be added to the Green Center Training Program in Reproductive Biology Sciences which has a current balance of \$1,304,473.17 prior to the addition of this gift.

Com. of the
Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Williams

Date: December 12, 1980

Time: Following the Meeting of the Land and Investment Committee

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

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

RECOMMENDATION

Chancellor Walker recommends the following amendments to The University of Texas System Board of Regents' Rules and Regulations, Part One, Chapter III, Section 1.83:

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 Section 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.

~~[Other academic titles which may be used but in which tenure cannot be held are as follows:]~~

- (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 ~~[persons whose salary rates are comparable to those with tenure positions but who for various reasons should not be given formal tenure appointments]~~.
- (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) (e) 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) (d) 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) (e) 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) (f) 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) (g) 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)

~~[An appointment to one of these titles shall be for a period of time not to exceed one academic year. Such appointments shall terminate at the expiration of the stated period of appointment without the notification of nonrenewal required by Section 6.8 of this Chapter of the Regents' Rules and Regulations. If a component determines that it is to the benefit of the institution, it may offer reappointment to one of these titles.]~~

(i) (h) 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)

~~[An appointment to one of these titles shall be for a period of time not to exceed one academic year. Such appointments shall terminate at the expiration of the stated period of appointment without the notification of nonrenewal required by Section 6.8 of this Chapter of the Regents' Rules and Regulations. If a component determines that it is to the benefit of the institution, it may offer reappointment to one of these titles.]~~

BACKGROUND INFORMATION

The proposed changes clarify the academic title of lecturer, and add the title of senior lecturer, which will apply to individuals whose outstanding experience and qualifications allow them to be employed as special teachers at University of Texas System institutions.

The additional changes clarify that appointments to all the academic titles listed under Section 1.83, with the exception of the title of instructor, shall terminate at the end of the stated period of appointment without notification of non-renewal.

The proposed section has been reviewed and approved by the Office of General Counsel, and the chief administrative officers of the component institutions concur with its provisions.

2. Proposed Amendments to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 4 (Institutions and Entities Composing the System). --

RECOMMENDATION

Chancellor Walker recommends modifications to the short titles of certain U.T. System components (Regents' Rules and Regulations, Part One, Chapter VIII, Section 4) as presented below in congressional style.

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>U.T.</u> Board of Regents Permanent University Fund
4.2	The University of Texas System Administration	<u>U.T.</u> System Administration
4.3	The University of Texas at Arlington	U.T. Arlington
4.31	The University of Texas at Arlington School of Architecture and Environmental Design	
4.32	The University of Texas at Arlington College of Business Administration	
4.33	The University of Texas at Arlington College of Engineering	
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>U.T.</u> Institute of <u>Urban Studies - Arlington</u>
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 Observatory 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 Management 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
- 4.7 The University of Texas of the Permian Basin U.T. Permian Basin
- 4.71 The University of Texas of the Permian Basin College of Arts and Education
- 4.72 The University of Texas of the Permian Basin College of Management
- 4.73 The University of Texas of the Permian Basin College of Science and Engineering
- 4.8 The University of Texas at San Antonio U.T. San Antonio
- 4.81 The University of Texas at San Antonio College of Business
- 4.82 The University of Texas at San Antonio College of Fine and Applied Arts
- 4.83 The University of Texas at San Antonio College of Humanities and Social Sciences
- 4.84 The University of Texas at San Antonio College of Multidisciplinary Studies
- 4.85 The University of Texas at San Antonio College of Sciences and Mathematics
- 4.9 *added* The University of Texas at Tyler U.T. Tyler *to be amended 12/5/80*
- 4.91 The University of Texas at Tyler School of Business Administration
- 4.92 The University of Texas at Tyler School of Education and Psychology
- 4.93 The University of Texas at Tyler School of Liberal Arts
- 4.94 The University of Texas at Tyler School of Sciences and Mathematics
- 4.(10) The University of Texas Institute of Texan Cultures at San Antonio U.T. Institute of Texan Cultures
- 4.(11) The University of Texas Health Science Center at Dallas U.T. [Dallas] Health Science Center - Dallas
- 4.(11)1 The University of Texas Southwestern Medical School at Dallas U.T. [Dallas] Southwestern Medical School - Dallas
- 4.(11)2 The University of Texas Graduate School of Biomedical Sciences at Dallas U.T. [Dallas] B.S.B.S. - Dallas
- 4.(11)3 The University of Texas School of Allied Health Sciences at Dallas U.T. [Dallas] Allied Health Sciences School - Dallas
- 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. [Houston] Health Science Center - Houston
- 4.(13)1 The University of Texas Medical School at Houston U.T. [Houston] Medical School - Houston
- 4.(13)2 The University of Texas Dental Branch at Houston U.T. [Houston] Dental Branch - Houston
- 4.(13)3 The University of Texas Graduate School of Biomedical Sciences at Houston U.T. [Houston] G.S.B.S. - Houston
- 4.(13)4 The University of Texas School of Allied Health Sciences at Houston U.T. [Houston] 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. [Houston] Nursing School - Houston
- 4.(14) The University of Texas Health Science Center at San Antonio U.T. [San-Antonio] Health Science Center - San Antonio
- 4.(14)1 The University of Texas Medical School at San Antonio U.T. [San-Antonio] Medical School - San Antonio
- 4.(14)2 The University of Texas Dental School at San Antonio U.T. [San-Antonio] Dental School - San Antonio
- 4.(14)3 The University of Texas Graduate School of Biomedical Sciences at San Antonio U.T. [San-Antonio] G.S.B.S. - San Antonio
- 4.(14)4 The University of Texas School of Allied Health Sciences at San Antonio U.T. [San-Antonio] Allied Health Sciences School - San Antonio
- 4.(14)5 The University of Texas School of Nursing at San Antonio U.T. [San-Antonio] Nursing School - San Antonio
- 4.(15) The University of Texas System Cancer Center U.T. [University] 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. [Tyler] Health Center - Tyler
- 4.(17) The University of Texas System Bauer House U.T. Bauer House

3. Proposed Amendment to the Regents' Rules and Regulations, Part Two, Chapter III, Section 10.442.--

RECOMMENDATION

Chancellor Walker recommends that the Board of Regents approve an amendment to Section 10.442 of Chapter III of Part Two of the Regents' Rules and Regulations:

10.442 Gifts, Grants, [~~and~~] Designated and Auxiliary Enterprise Funds.-- Reimbursement of travel expenses paid from Gifts, Grants, [~~and~~] 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, [~~trust-or~~] designated, or auxiliary enterprise funds, travel allowances may be for actual expenses for meals[~~;~~] and lodging [~~and airport-parking;~~] not to exceed \$70 [40] per day. The transportation allowances will be as specified in the foregoing provisions.

BACKGROUND INFORMATION

The disparity between the current \$40 per diem travel allowance and actual cost has increased to the extent that a heavy financial burden is placed on University employees when they are required to travel in connection with their official duties. This recommended change has the concurrence of all the institutional component heads and the chief business officers of the U.T. System.

4. Bond Matters: Recommendation to (a) 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; (b) Appoint Bond Counsel and Bond Consultant; and (c) Establish Account for Miscellaneous Costs Out of Bond Proceeds in Connection with Issuance and Sale of Bonds.--

RECOMMENDATION

President Bulger and Chancellor Walker recommend that authorization be granted to place with Texas Banks approximately \$14,750,000 The University of Texas Health Science Center at Houston, Apartment Revenue Bonds, Series 1981; to appoint McCall, Parkhurst and Horton Bond Counsel and Rotan Mosle Bond Consultant; and 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.

BACKGROUND INFORMATION

Final plans and specifications for construction of student/faculty apartments have been completed as authorized by the Board of Regents at its meeting of July 25-26, 1979, and May 29-30, 1980, and the Office of Facilities, Planning and Construction has been authorized to advertise for bids on the project when the bond consultant indicates funding will be feasible. The Medical Service Research and Development Plan at The University of Texas Health Science Center at Houston has agreed to provide funds for debt retirement up to \$4,500,000 if revenues from the student/faculty apartment project are not adequate for this purpose.

B. U. T. SYSTEM

5. Proposed Amendments to Rules and Regulations Regarding the Use and Operation of the U. T. System Aircraft and Chartered Aircraft. --

RECOMMENDATION

Chancellor Walker recommends that 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, be revised as indicated in congressional style below:

I. Use of T[~~t~~]he University of Texas System Aircraft

- A. The UT System aircraft-N9050V (~~[the King Air UT-100]~~ or any aircraft chartered ~~[by System Administration]~~) 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 [~~;~~ ~~or the Deputy Chancellor for Administration]~~ 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. ~~[However,]~~ I[~~f~~] the UT [University] aircraft [~~or a chartered 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 [9]. Except for requests by the Regents, a[A]ll flights of UT aircraft N9050V or requests for chartered flights [UT-100] will be requested from and approved in advance by the [Assistant to the Deputy] Chancellor or his designee. Up until 24 hours before the flight is scheduled to begin, requests for the use of N9050V [UT-100] 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. -- Deputy Chancellor for Administration]~~
 - 5 [6]. Vice-Chancellors [~~for Academic Affairs]~~ and other Executive Staff [Health Affairs] (in order of request)
 - 6 [7]. Institutional Heads (in order of request)
 - 7 [8]. Other officers and staff of System Administration (in order of request)
 - 8 [9]. Other faculty and staff personnel of the component institutions (in order of request)

- F [E]. If more than one of the priority persons listed above requests the use of N9050V [UT-100] more than 24 hours before the flight is scheduled to begin, the [Assistant-to-the-Deputy] Chancellor or his designee will assign N9050V [UT-100] 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 [F]. During the 24-hour period prior to the beginning of a flight, if N9050V [UT-100] has not been previously scheduled, the Chancellor or his designee [the-aircraft] will [be] assign[ed] N9050V to any person on the priority list on a first-come first-served basis without regard to the order of priority.
- H [G]. During the 24-hour period prior to the beginning of a flight, if N9050V [UT-100] has been previously scheduled and an additional request for its use is made by a person on the priority list, the [Assistant-to-the-Deputy] 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 [H]. If a N9050V [UT-100] flight that is scheduled before the beginning of the 24-hour period is cancelled, insofar as practicable, the Chancellor or his designee [the-aircraft] will [be] assign[ed] the aircraft to the person requesting the aircraft that is next in order of priority. If a N9050V [UT-100] flight that is scheduled during the 24-hour period is cancelled, the Chancellor or his designee [the-aircraft] will [be] assign[ed] 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 of 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 [I]. The pilots of N9050V [UT-100] will report to and act under the direction of the [Assistant-to-the-Deputy] Chancellor or his designee. Except as may be requested or directed by a Regent, o[0]nly the [Assistant-to-the-Deputy] Chancellor or his designee will direct the pilots as to the flights they will fly or make. [perform,-and] I[+]f 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 [Assistant-to-the-Deputy] 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 [Assistant-to-the-Deputy] 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 [J]. It is the intent of these procedures that maximum orderly and efficient use of N9050V [UT-100] will be made in the conduct of the University's official business and that N9050V [UT-100] 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 [Manual] 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, but 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

[A~~r~~] For [A~~fter~~] 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 [Purpose-of-trip]
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

[Note: Old Paragraph III B which contained the Flight Report Form is deleted since it is repetitive of instructions contained in III B above. This deletion is not shown here because the form is not amenable to reproduction in congressional style. A form containing provisions for the required information listed in III B will be provided for the UT System Aircraft or any charters arranged through the Chancellor or his designee.]

IV. Record Keeping and Report - 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.

C. U. T. ARLINGTON

6. Recommendation to Approve Covenants of Common Use and Building Restrictions in Connection with Construction of Zeta Tau Alpha Sorority House.--

Recommendation

President Nedderman and Chancellor Walker recommend the approval of Covenants of Common Use and Building Restrictions in connection with the construction of Zeta Tau Alpha Sorority House on campus. The Covenants are set out on Pages C of W 13-29.

Background Information

Dallas Federal Savings and Loan Association has committed to lend Zeta Sigma House Corporation \$135,000.00 toward the construction of Zeta Tau Alpha Sorority House upon a tract of campus property held under a lease from the Board of Regents, which lease was approved by the Board of Regents at its February 28-29, 1980 meeting and modified at its September 4-5, 1980 meeting. The lender has requested that the proposed Covenants of Common Use and Building Restrictions be approved by the Board. This document grants non-exclusive access, ingress, and egress to a parking area adjacent to the leased premises.

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 2 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.

THE STATE OF TEXAS {
 { GROUND LEASE AGREEMENT
 COUNTY OF TARRANT {

This GROUND LEASE AGREEMENT, made and entered into this _____ day of _____, 19_____, by and between the BOARD OF REGENTS 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.

3. Consideration: LESSEE agrees to pay LESSOR, as rental for the use and occupancy of the leased premises, the total sum of _____ DOLLARS (\$ _____), payable in equal annual installments of _____ DOLLARS (\$ _____) each, in advance, to LESSOR, on the first day of January of each year during the term of this lease; provided, however, that the first of said annual payments shall be made by LESSEE to LESSOR simultaneously with the execution and delivery of this lease. At the end of the thirtieth year of the term, the rental shall be adjusted in accordance with the United States Revised Consumer Price Index (All Urban Consumers). The figure reflected by such Index, as of the effective date of this lease (or the nearest date thereto for which such figure is available), shall be taken as a base, and the lease rate as initially established herein shall be adjusted upward according to the increase, if any, reflected by such indicator. The adjusted rate, as thus fixed, shall obtain for the ensuing five-year period. Thereafter, for as long as this lease shall remain in force, whether during the remainder of the initial period or during an extension by exercise of option, the rental shall be adjusted in a like manner for each five-year period. In no event shall the rental rate be reduced below the amount of the rate in effect for the next preceding period. All installments of rent hereunder, when and as the same become due and payable, shall be paid to the LESSOR, at its business office in Arlington, Texas, or at such other place as it may from time to time designate in writing, for the term of this lease. Rent installments unpaid on the date due shall bear interest at the rate of _____ percent (_____ %) per annum commencing on the date after such installment was due.

4. Further Payments: LESSEE shall pay or cause to be paid any and all charges for electricity, gas, water, and any and all other utilities used on the leased premises throughout the term of this lease. LESSEE shall also pay and discharge all taxes, general and special assessments, and other governmental charges of every description which, during the term of this lease, may be levied on or assessed against the leased premises, including all interests therein and improvements on property thereon. In addition, LESSEE shall at all times keep the premises and any improvements thereon insured against loss or damage, with such insurance companies as LESSEE shall select and LESSOR shall

approve, in amounts not less than the full replacement value of such improvements. LESSEE shall also 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

3,000 square feet; (3) The leased premises shall, at all times, be kept free of mechanic's and materialman's liens and, should any such liens attach 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.

(B) 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.

(C) (I) LESSEE shall have the right to mortgage its leasehold estate hereunder 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 mortgagee 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.

(III) Nothing in this Agreement shall ever be construed as allowing a subordination of LESSOR's 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.

7. 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.

8. 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.

Should the LESSEE or mortgagee in possession desire to sublease or assign the leasehold estate to a person or entity other than the one falling within the classes enumerated above, 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

by LESSOR of a breach of any of these covenants, conditions or restrictions shall be construed to be, nor shall any such waiver be held to be, a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction 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

mortgagee within sixty (60) days 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

of the parties hereto and supersedes 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 LEASE has been duly executed by the parties, as stated below, to be 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: _____

STATE OF TEXAS
COUNTY OF TRAVIS

I
I
I

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
COUNTY OF TARRANT

I
I
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

GREEK ROW PARKING LOT

BEING a parcel of land a part of the Darrah Addition and a part of Block 2 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 88° 42' 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.

D. UNIVERSITY CANCER CENTER

7. Proposed Name for Nonendowed Professorships. --

RECOMMENDATION

President LeMaistre and Chancellor Walker recommend that the nonendowed professorships established at the April 10 - 11, 1980 meeting of the Board of Regents be named the Ashbel Smith Professorships at the University Cancer Center. Persons to be appointed to these professorships will meet the criteria for appointment approved when the professorships were established and individual appointments to the professorships will receive prior approval of the Board.

BACKGROUND INFORMATION

At its April 10 - 11, 1980 meeting, the Board of Regents authorized the establishment of nonendowed professorships at all component institutions with instructional programs similar to the Ashbel Smith Professorships previously established at The University of Texas at Austin and The University of Texas Medical Branch at Galveston. This action further stipulated that the name given these nonendowed professorships by each component institution "shall be approved by the Board of Regents based on recommendations from the institutional head and the Chancellor." The faculty and administration at the University Cancer Center recommend that these nonendowed professorships at that institution be named the Ashbel Smith Professorships in honor of the first Chairman of the Board of Regents.

The general criteria for appointments previously approved include the following:

- (1) attainment of the rank of professor with tenure at the component institution;
- (2) demonstration, as determined by faculty peer, of excellence in teaching and scholarship;
- (3) earned distinction and recognition to the institution as a result of academic accomplishments; and
- (4) possession of personal characteristics that permit an appointee to serve as an example to students and faculty.

As stipulated in the previous action, the allotment of nonendowed professorships at the University Cancer Center is five and holders of the professorships may be granted emeritus status in the professorship upon retirement or modified service without being included in the authorized number for the institution. The appointments are made by the President after the approval of the Board.

II. SCHEDULED MEETINGS AND EVENTS. -- Below is a schedule of meetings and events that have been reported to the Office of the Secretary:

Board of Regents' Meetings

None

Holidays
(1980)

December 24-26

(1981)

January 1-2

February 16

March 2

April 17

May 25

June 19

July 3

Other Events

- Dec. 31, 1980 Bluebonnet Bowl (Texas vs. North Carolina)
- Jan. 23-24, 1981 Galveston Medical Branch - Development Board Dinner & Meeting
- Mar. 30, 1981 U. T. Austin - Commemoration of 100th Anniversary
- Apr. 10-11, 1981 Galveston Medical Branch - Homecoming
- May 30, 1981 Galveston Medical Branch - Commencement

1980

DECEMBER

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

1981

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

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

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

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

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

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

COMMITTEE OF THE WHOLE

AMENDMENT

Item 2, Page C of W 4-7

When the bound volume of the MSA was completed, it had not definitely been determined as to the recommended name for the Lutcher Center. This explains the "yellow sheet." It is now recommended that the proposed amendment to the Regents' Rules and Regulations, Part One, Chapter VIII, Section 4 be amended on Page C of W - 6 by adding the following subsection:

4.86 The University of Texas at
San Antonio Lutcher Center

U. T. San Antonio -
Lutcher Center

COMMITTEE OF THE WHOLE

EMERGENCY ITEM

December 11-12, 1980

U. T. SAN ANTONIO

8. Proposed Gift of Library Materials for John Peace Collection from Mrs. Ruby Peace, Wife of John Peace, a Former Member and Chairman of the Board Below
-

Documentation

8. U. T. San Antonio: Proposed Gift of Library Materials for John Peace Collection from Mrs. Ruby Peace, Wife of John Peace, a Former Member and Chairman of the Board. --

RECOMMENDATION

President Wagener and Chancellor Walker recommend that the Board of Regents accept from Mrs. Ruby Peace, fifty-two Reading Bills of the Congress of the United States during the period from 1839 to 1849 to be added to the library materials of the John Peace Collection.

BACKGROUND INFORMATION

The original donation of library materials to the John Peace Collection was made in 1973. The Reading Bills being given at this time relate primarily to Texas matters, and most importantly, to the admission of the State of Texas into the Union. The appraised value of these library materials is \$35,000.

**C of W
Exec. Session**

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes,
Article 6252-17, Sections 2(e), (f) and (g)

Date: December 11, 1980

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Regents' Committee Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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

* Reference is to Article 6252-17, Sections 2(e), (f) and (g) of Vernon's Texas Civil Statutes.

Documentation

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.--

RECOMMENDATION

Chancellor Walker and Vice Chancellor Boyd recommend the sale of approximately 1940 square feet in Block 69, S.S.B.B., Houston, Harris County, Texas, to Mr. Charles C. Webb, Trustee. The purchase price is to be \$190,000.00 cash, net to the Board of Regents.

BACKGROUND INFORMATION

The Board of Regents owns approximately 25,000 square feet in Block 69, at the Northwest corner of Capital and Fannin Streets, in Houston. This land is presently leased by Classified Parking System as a surface parking lot. The parking lot lease may be terminated in the event of a sale of the land.

Mr. Webb and his associates, Frank Glass, John Adger, and Steve Adger, have acquired an adjacent property, including an easement over about 735 square feet of University property. This easement separates a strip of land containing about 1205 square feet from the remainder of the University property. Because of the easement and the configuration of the tract, the land to be sold could not be improved with economically feasible buildings. After the proposed sale, the Board of Regents would retain an approximately square site, containing over 23,100 square feet.

The Purchaser plans to remodel and/or redevelop the other property which he has acquired in Block 69. The proposed sale would provide the Purchaser access to Fannin Street. It is anticipated that this project will significantly increase the value of the land to be retained by the Board of Regents.

- b. U. T. Austin: Proposed Consideration of Acceptance of a Prospective Gift of Outdoor Sculpture.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents consider the acceptance of a prospective gift of an outdoor sculpture which will be used to adorn the grounds of the College of Fine Arts and the Performing Arts Center. Dean Stanley E. Werbow, assisted by a faculty committee, recommends the acceptance of this gift.

See Page 3 for President Flawn's statement.



THE UNIVERSITY OF TEXAS AT AUSTIN
 OFFICE OF THE PRESIDENT
 AUSTIN, TEXAS 78712

President

November 5, 1980

Chancellor E. D. Walker
 The University of Texas System
 OHH 401

Chancellor's Office	
REC'	NOV 6 1980
TO _____	FOR INFO AND RETURN
TO _____	PLEASE ADVISE ME
TO _____	PLEASE HANDLE

Dear Chancellor Walker:

I write to recommend your consideration and the consideration of the Board of Regents of two large pieces of outdoor sculpture that have been offered to The University to adorn the grounds of the College of Fine Arts and the Performing Arts Center. Dean Werbow, assisted by faculty committees, recommends the acceptance of these gifts of sculpture.

The first piece of sculpture, known as Monumental Holistic IX by Betty Gold, is a gift from Mr. and Mrs. Sidney M. Feldman. Betty Gold is a former student of The University of Texas at Austin and is an established artist whose work has received national recognition and has been prominently exhibited throughout the United States. Monumental Holistic IX is 14 feet x 12 feet x 13 feet and is made from cold-rolled steel that, through natural weathering, will acquire a burnt umber patina. It is proposed that this sculpture be located immediately south of the Art Building between the Art Building and 23rd Street (site X on the attached map). A full description of the sculpture and further information about the artist accompanies this letter. Dean Werbow and The University Art Acquisitions Committee concluded as follows:

"The acquisition of this significant work of sculpture would enhance The University's collection of twentieth-century American art, would beautify the COFA/PAC complex, and might well encourage other donors to give major works of outdoor sculpture to The University. The staff of the Huntington Art Gallery intend to develop a plan for an extensive sculpture garden in connection with the proposed new art gallery building. The plan will be submitted to the feasibility study committee. Many American universities, among them Southern Methodist University, Princeton, UCLA, the University of Nebraska, and Yale, have collections of outdoor sculpture by important artists distributed around their campuses or arranged in sculpture gardens. Descriptions of several such university collections are attached."

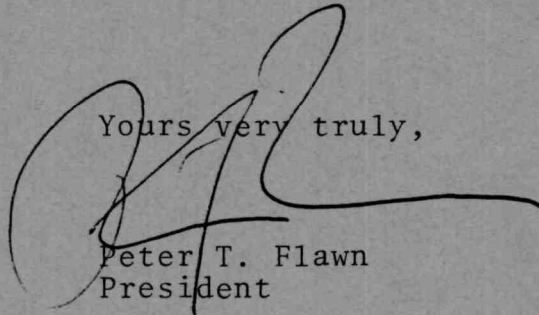
The second gift of sculpture has not yet been executed by the artist, Professor David Deming. The Alcoa Foundation has committed \$7,000 for the project. The accompanying material

presents a photograph of a model of a very large aluminum tripod design 15 feet x 40 feet x 24 feet. Information on the artist is also attached. Professor Deming is also an established sculptor with a national reputation and with works on exhibit at national museums. If this gift is accepted we propose that it be located immediately northeast of the Recital Hall near the intersection of Red River at 25th Street (site D on the attached map). Dean Werbow and the College of Fine Arts Committee on the Acquisition of Art Objects for the Performing Arts Center recommend the acceptance of this gift from the Alcoa Foundation.

It occurs to me that perhaps some members of the Board might be interested in learning more about these artists and their works before making a final decision. I would be pleased to arrange, through Dean Werbow, meetings between interested members of the Board and members of the College of Fine Arts faculty to provide additional information. Please advise me.

Thanking you, I am

Yours very truly,

A handwritten signature in black ink, appearing to read 'Peter T. Flawn', with a long horizontal flourish extending to the right.

Peter T. Flawn
President

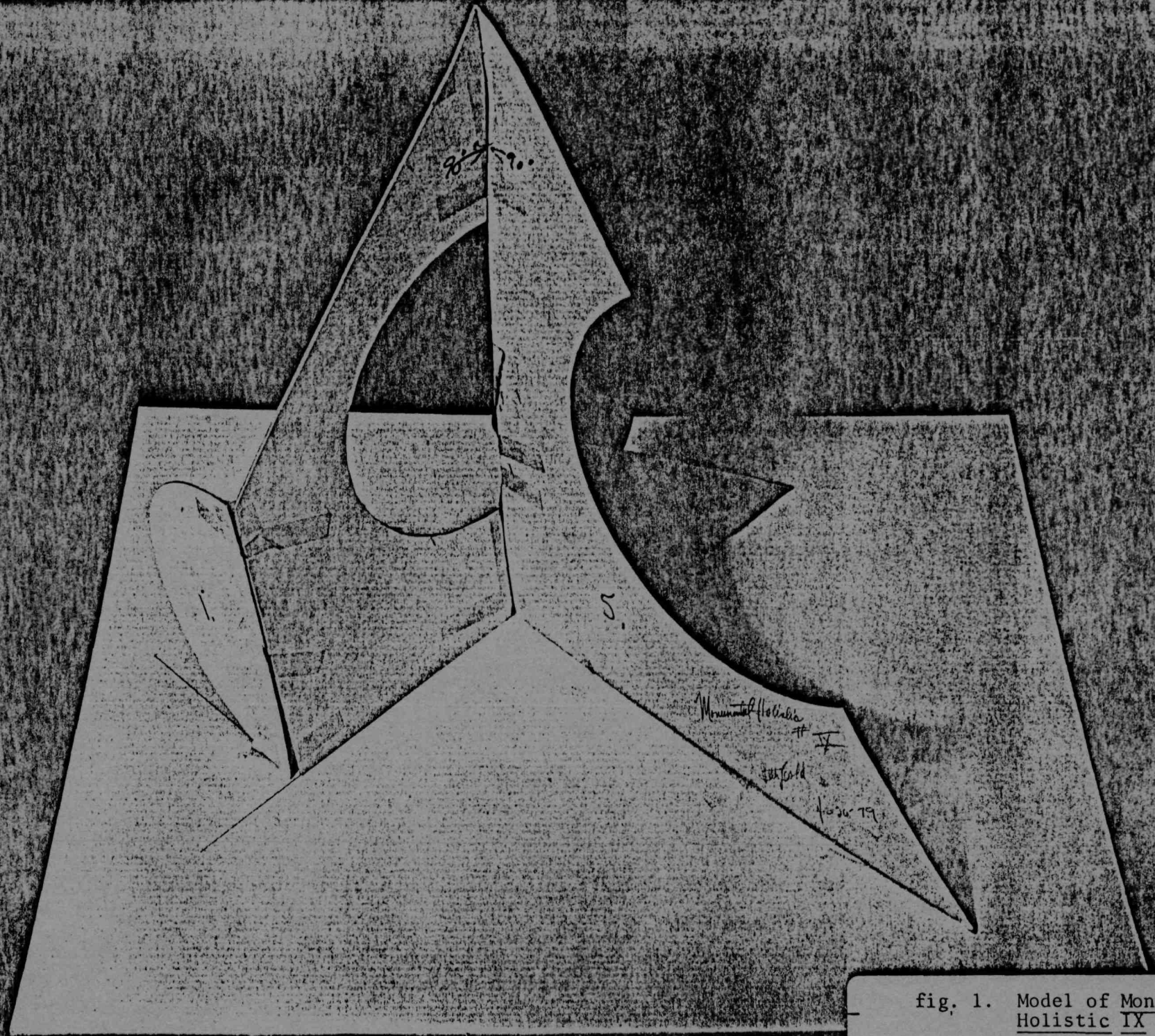


fig. 1. Model of Monumental Holistic IX by Betty Gold

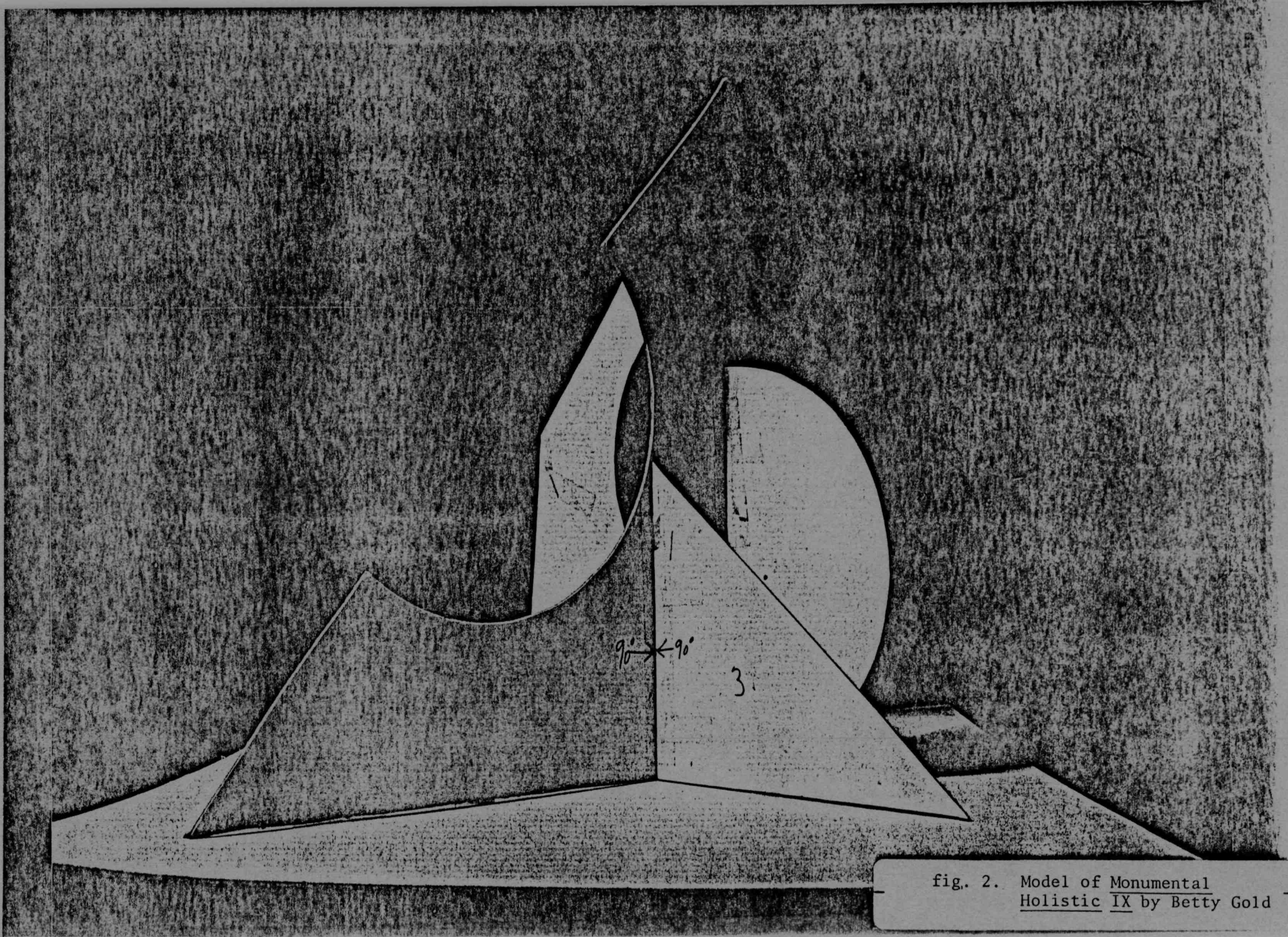


fig. 2. Model of Monumental
Holistic IX by Betty Gold

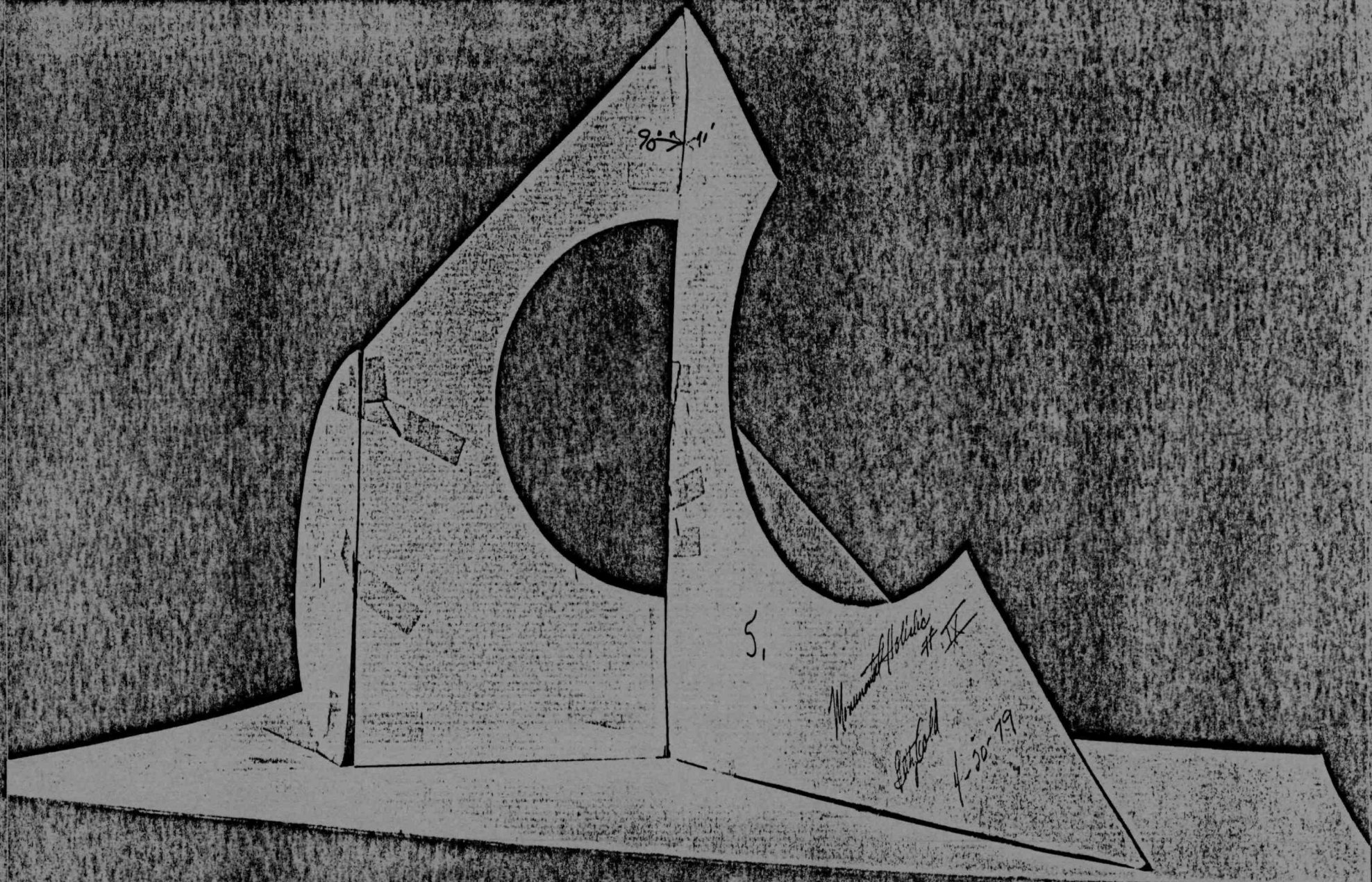


fig. 3. Model of Monumental
Holistic IX by Betty Gold

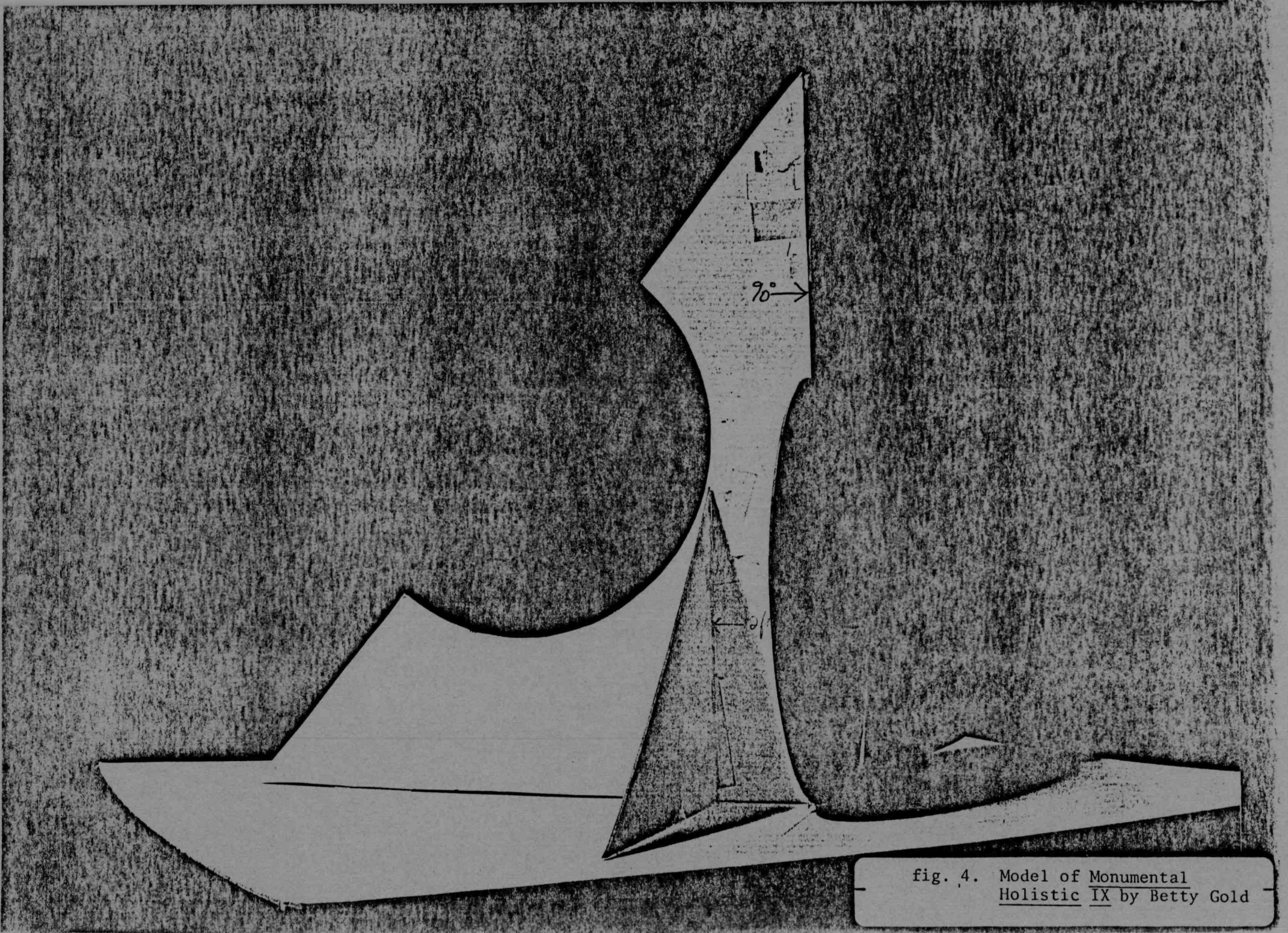


fig. 4. Model of Monumental Holistic IX by Betty Gold

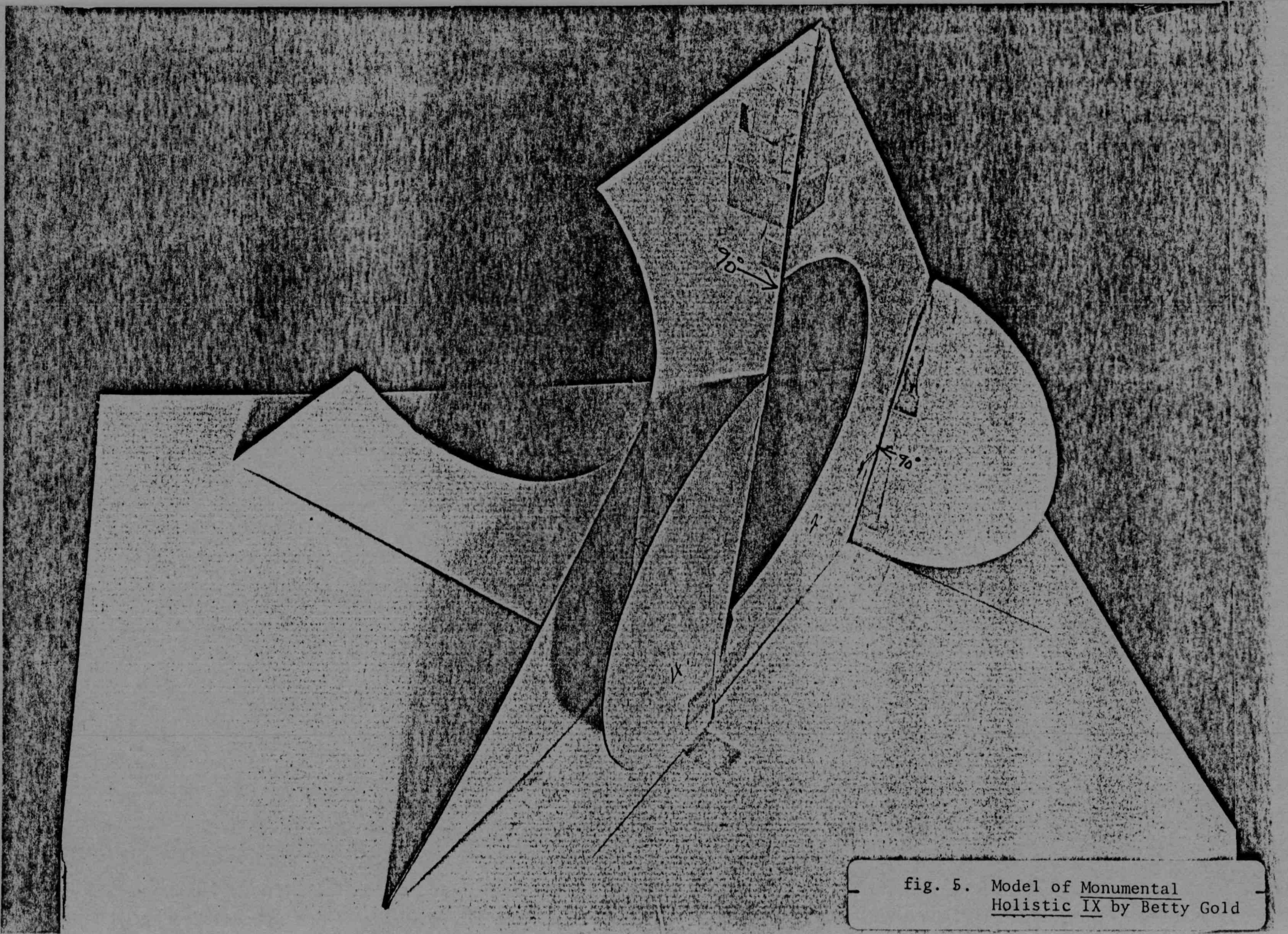


fig. 5. Model of Monumental
Holistic IX by Betty Gold

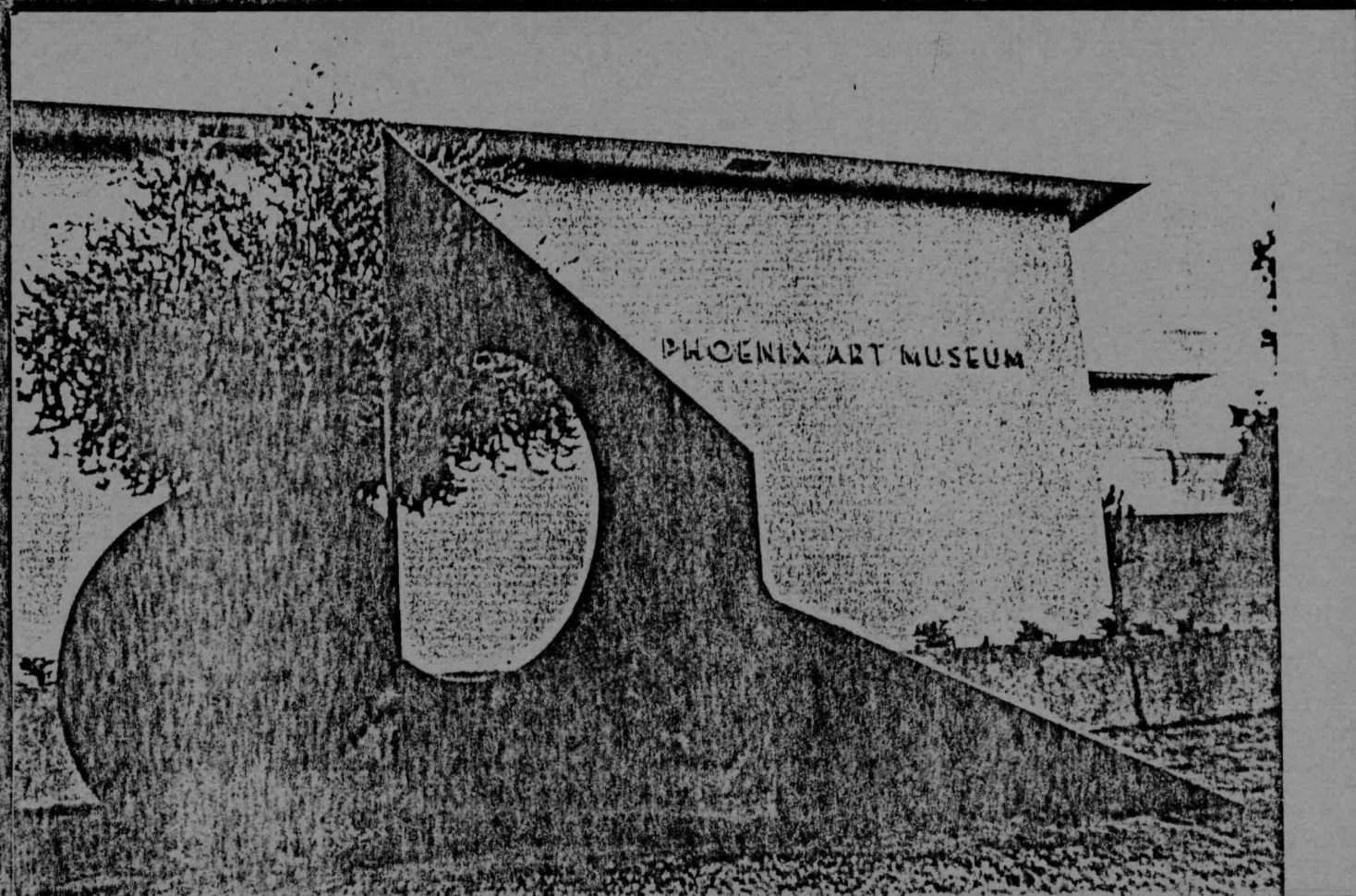


fig. 6. Gold's Monumental Holistic X installed outside the Phoenix Art Museum

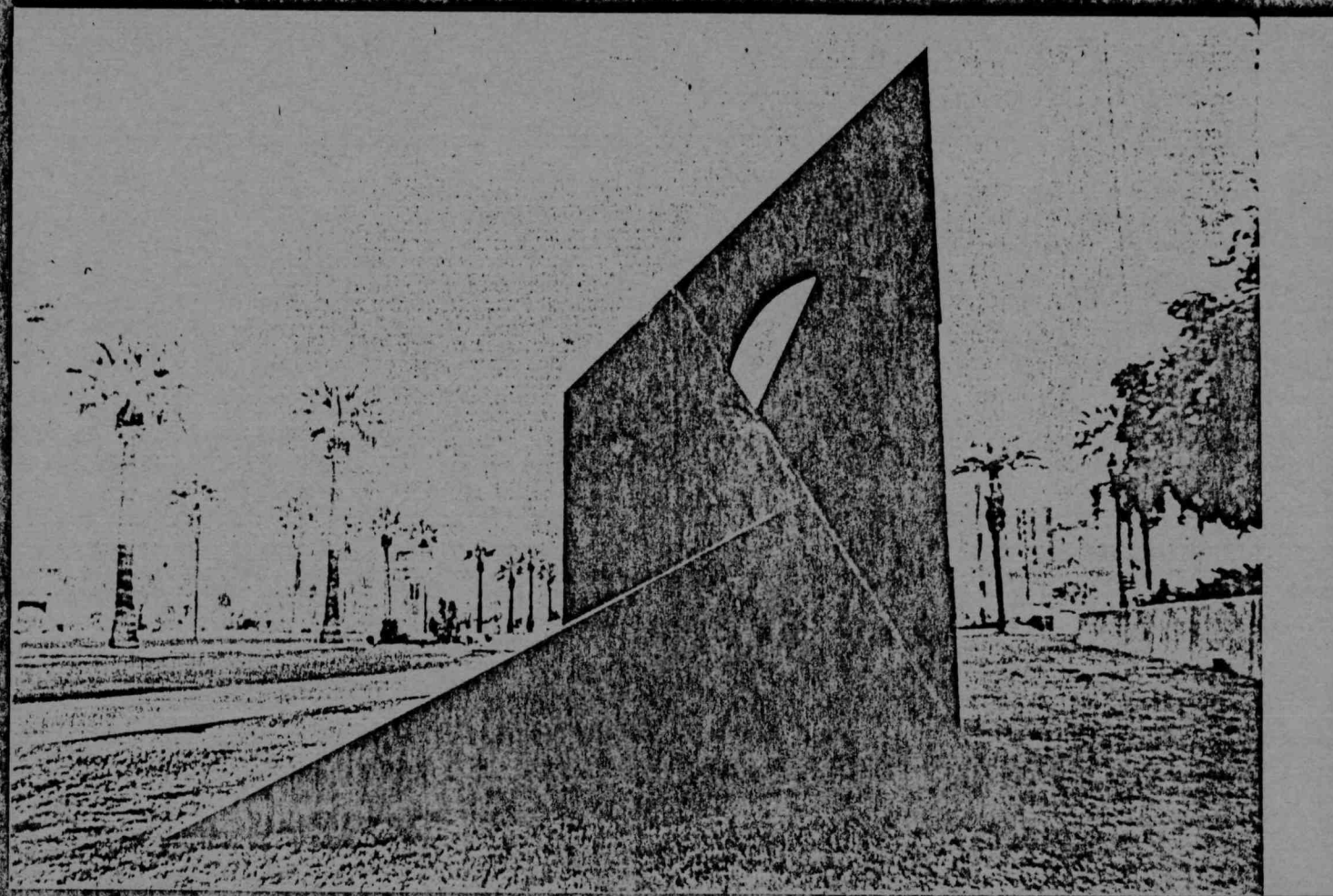


fig. 7. Gold's Monumental Holistic
X installed outside the
Phoenix Art Museum

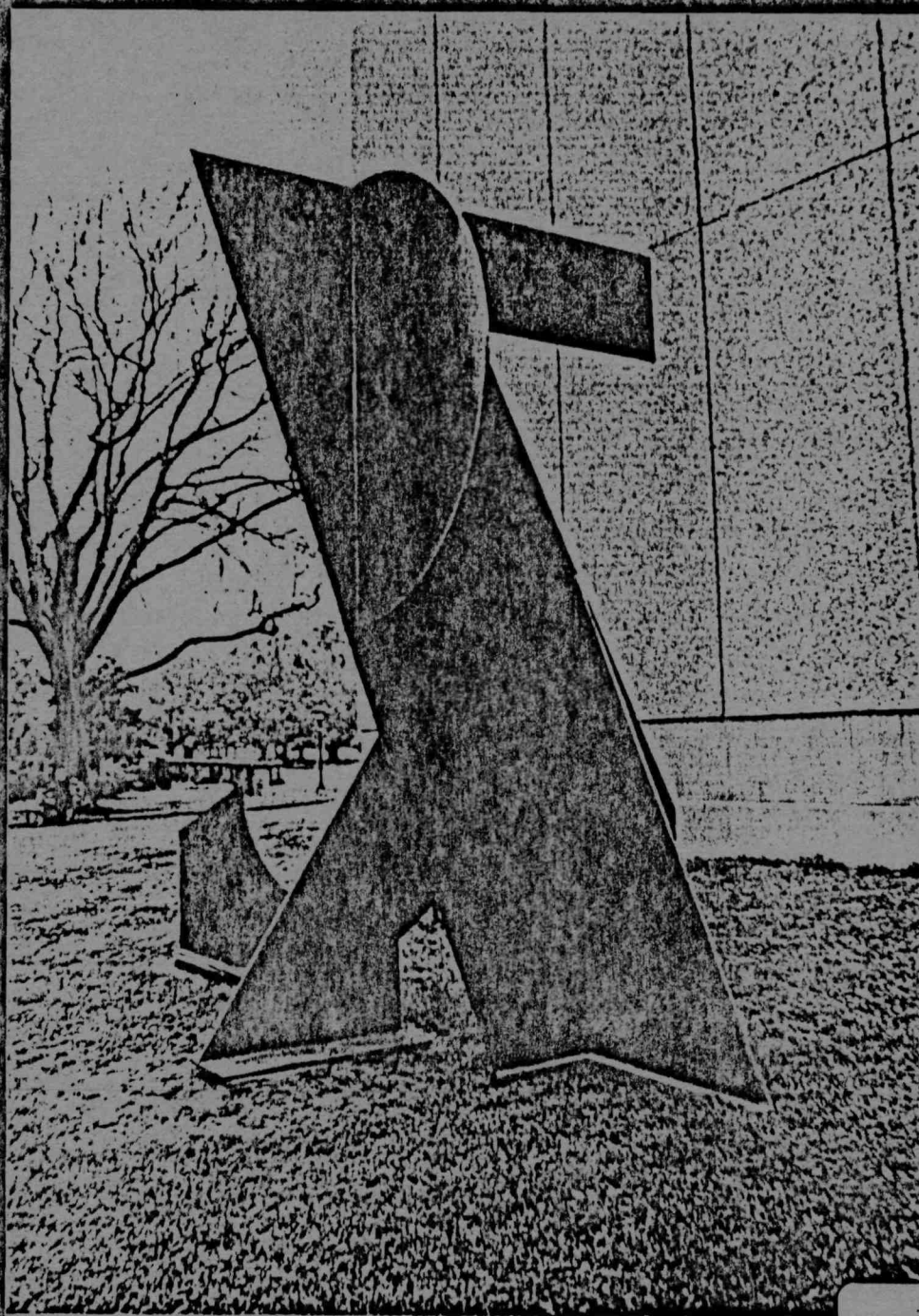


fig. 8. Another sculpture in the Holistic series installed outside the New Orleans Museum of Art.

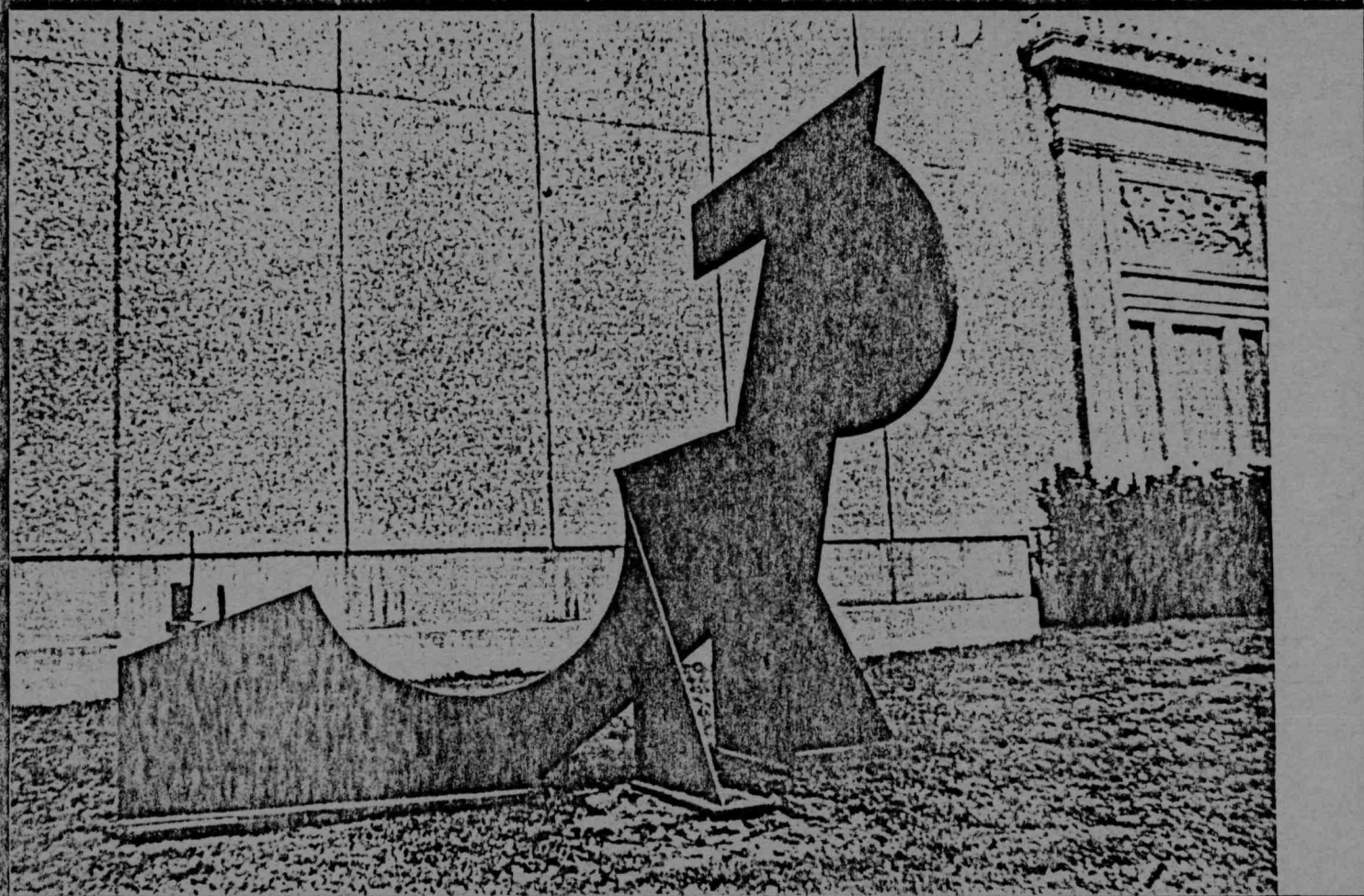


fig. 9. Another sculpture in the Holistic series installed outside the New Orleans Museum of Art.

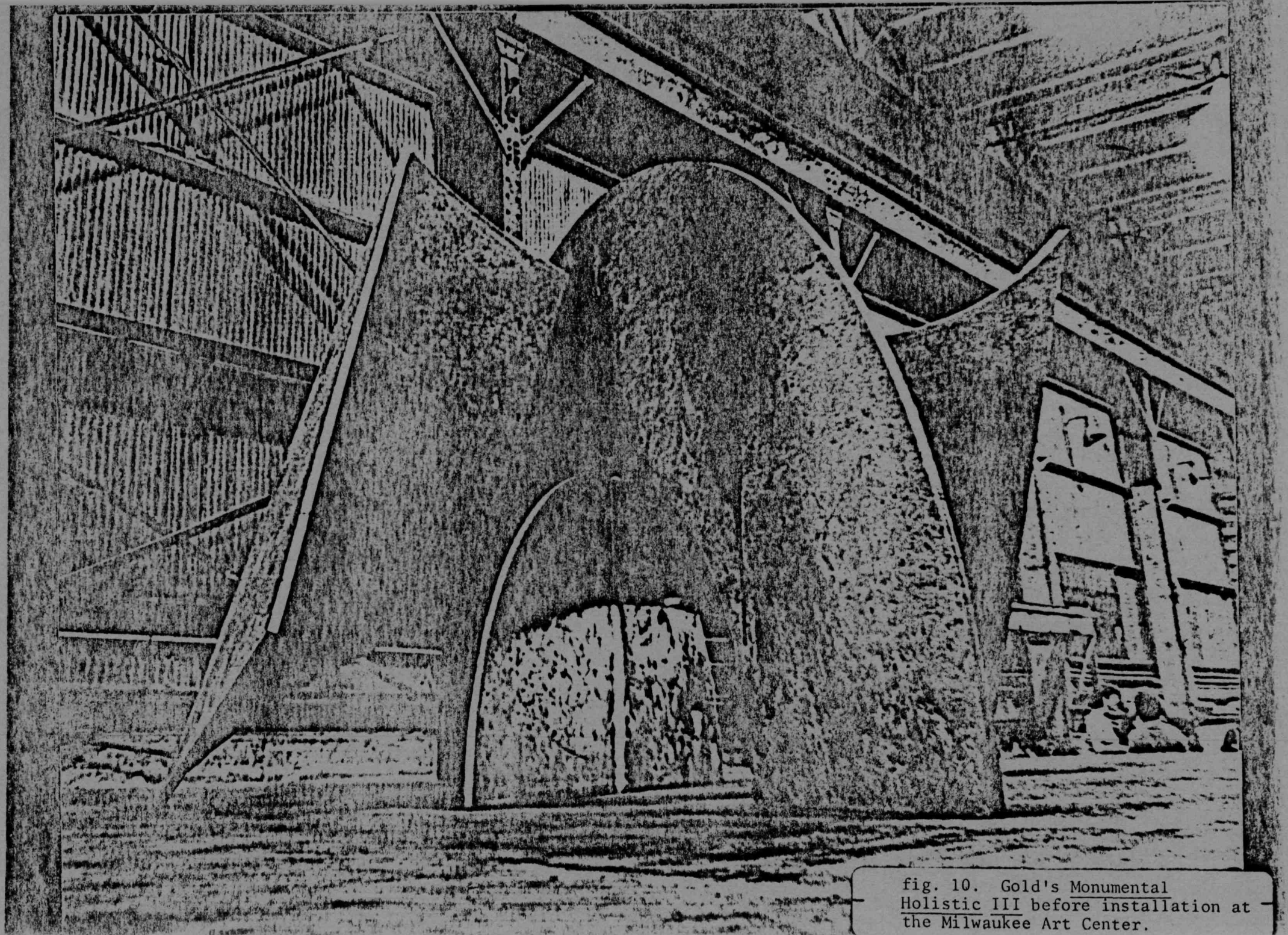


fig. 10. Gold's Monumental Holistic III before installation at the Milwaukee Art Center.

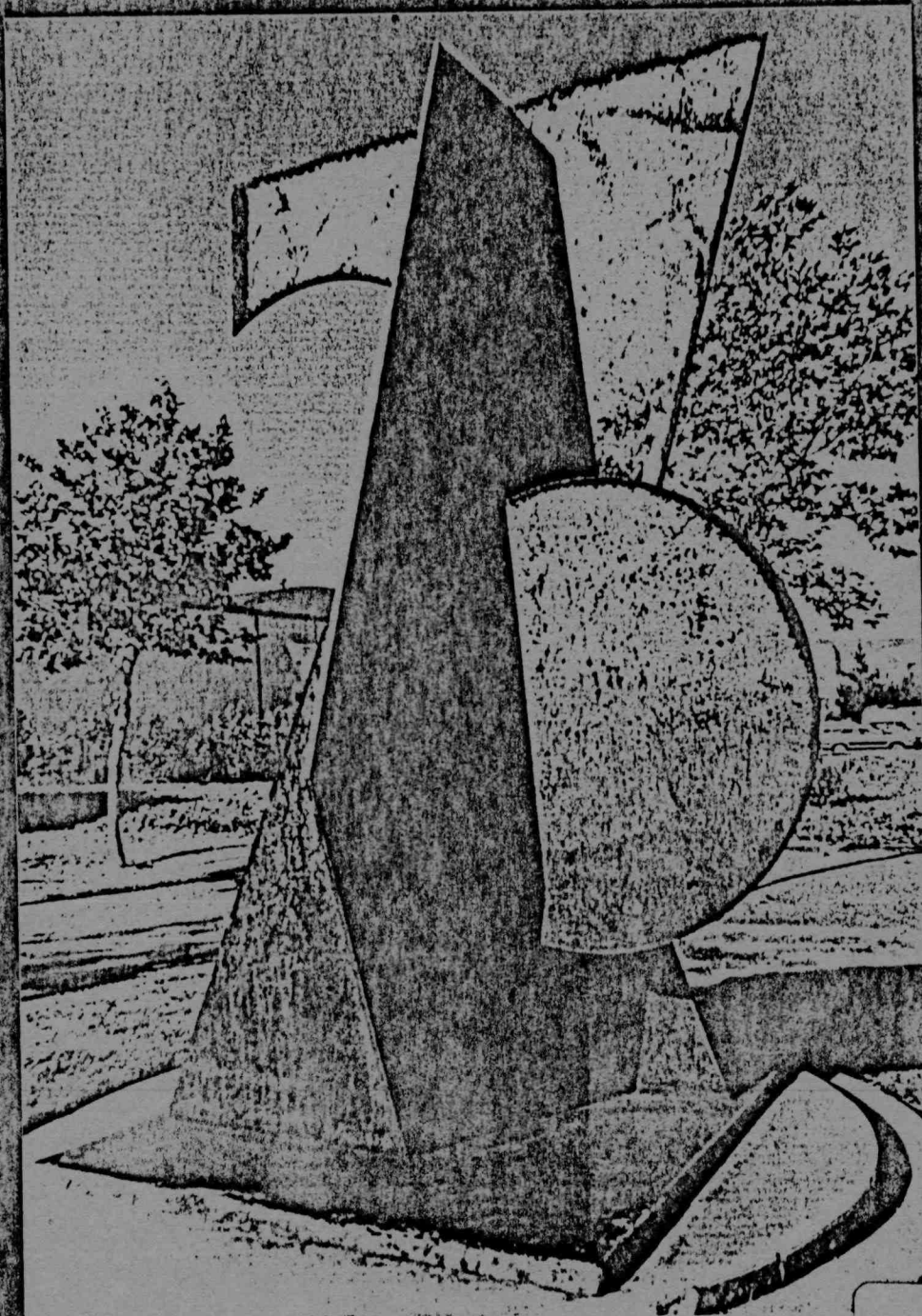


fig. 11. Another sculpture in the Holistic series installed outside the Oakland Museum.

College of Fine Arts
University of Texas at Austin



- Telephones:
- Art / 471-3365
 - Art Museum / 471-7324
 - Drama & Dance / 471-5777
 - Library / 471-4777
 - Music / 471-7784
 - Office of the Dean / 471-7777
 - Performing Arts Center & Administration / 471-7777
 - Student Division / 471-5000

- c. U. T. Austin: Proposed Consideration of Acceptance of a Prospective Gift of \$7,000 to Provide a Large Outdoor Sculpture.--

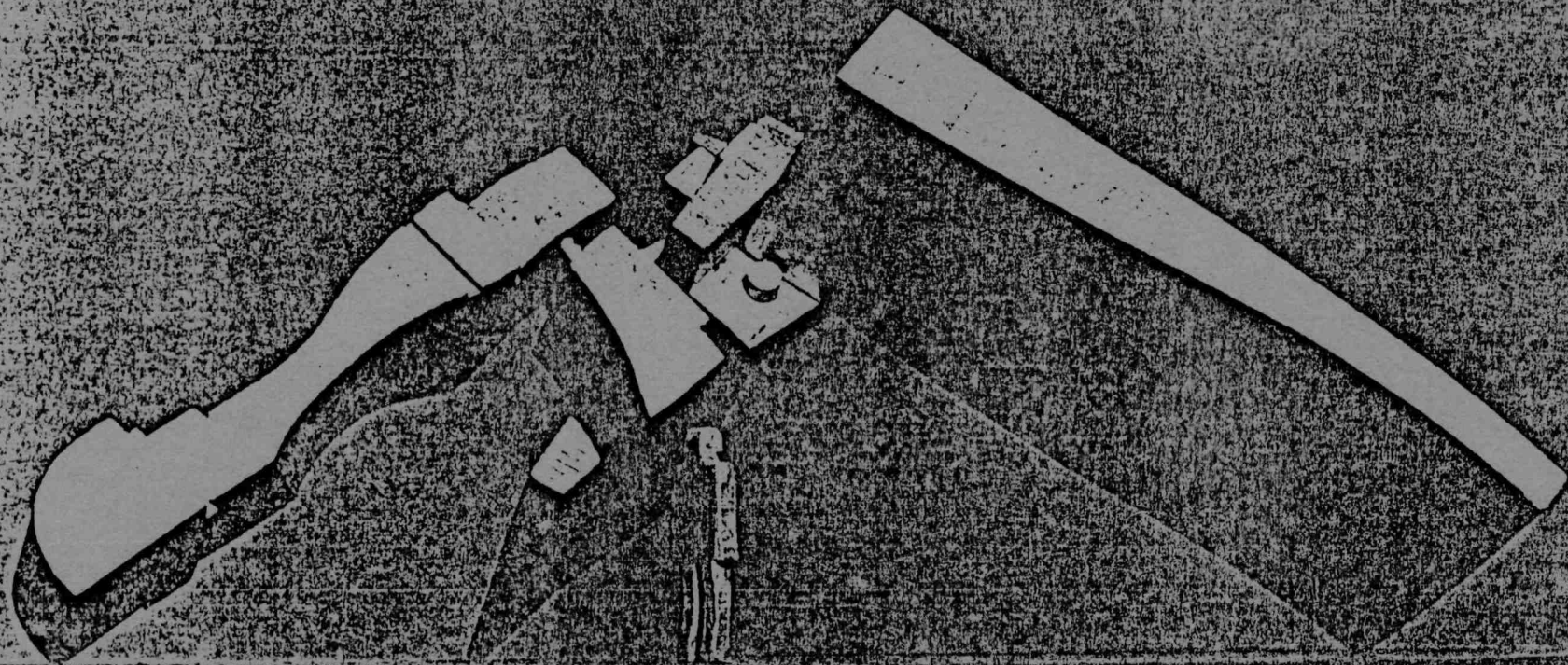
RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents consider the acceptance of a prospective gift of \$7,000 to provide a large outdoor sculpture which will be used to adorn the grounds of the College of Fine Arts and the Performing Arts Center. Dean Stanley E. Werbow, assisted by faculty committee, recommends the acceptance of this gift.

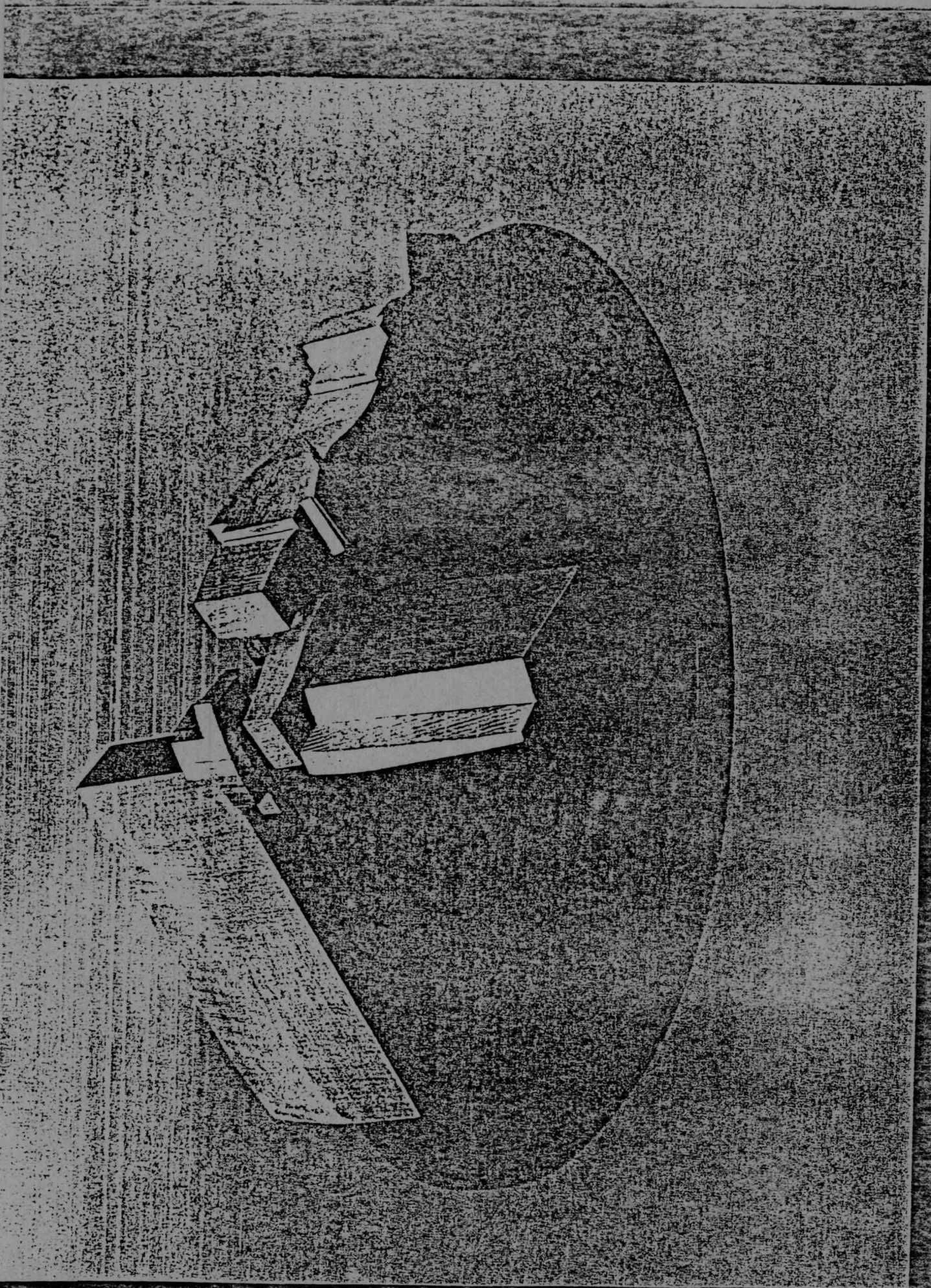
BACKGROUND INFORMATION

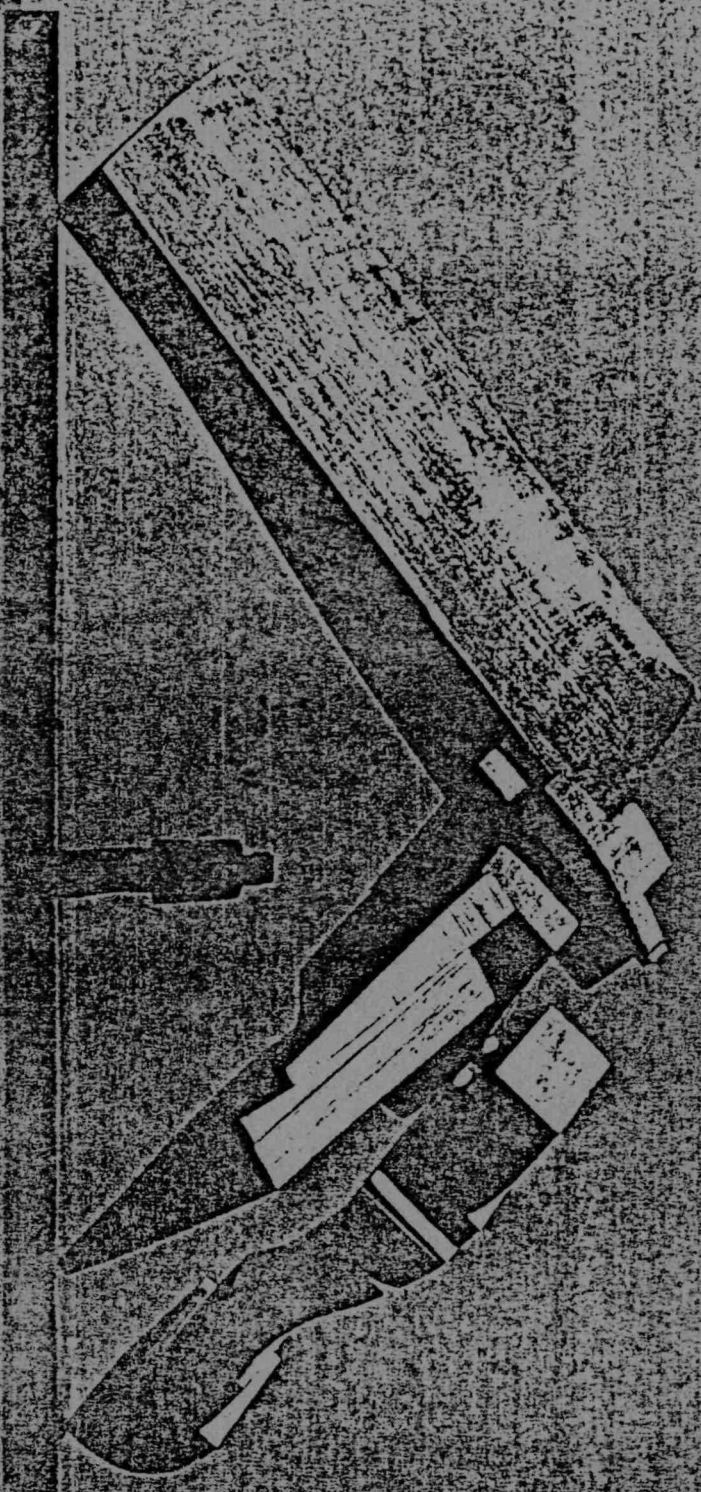
This piece of sculpture has not yet been executed by its artist, Professor David Deming of U.T. Austin, but is proposed to be financed by the Alcoa Foundation which has committed \$7,000 for the project. This large aluminum tripod design is 15 feet x 40 feet x 24 feet. If the monetary gift is accepted and the project executed, this sculpture would be located immediately northeast of the Recital Hall near the intersection of Red River and 25th Streets.

See Page 3 for President Flawn's statement.



DAVID L. DEMING
ALUMINUM SCULPTURE
MODEL (PROPOSED SCALE)
15 FT HIGH X 40 FT LONG X 24 FT WIDE



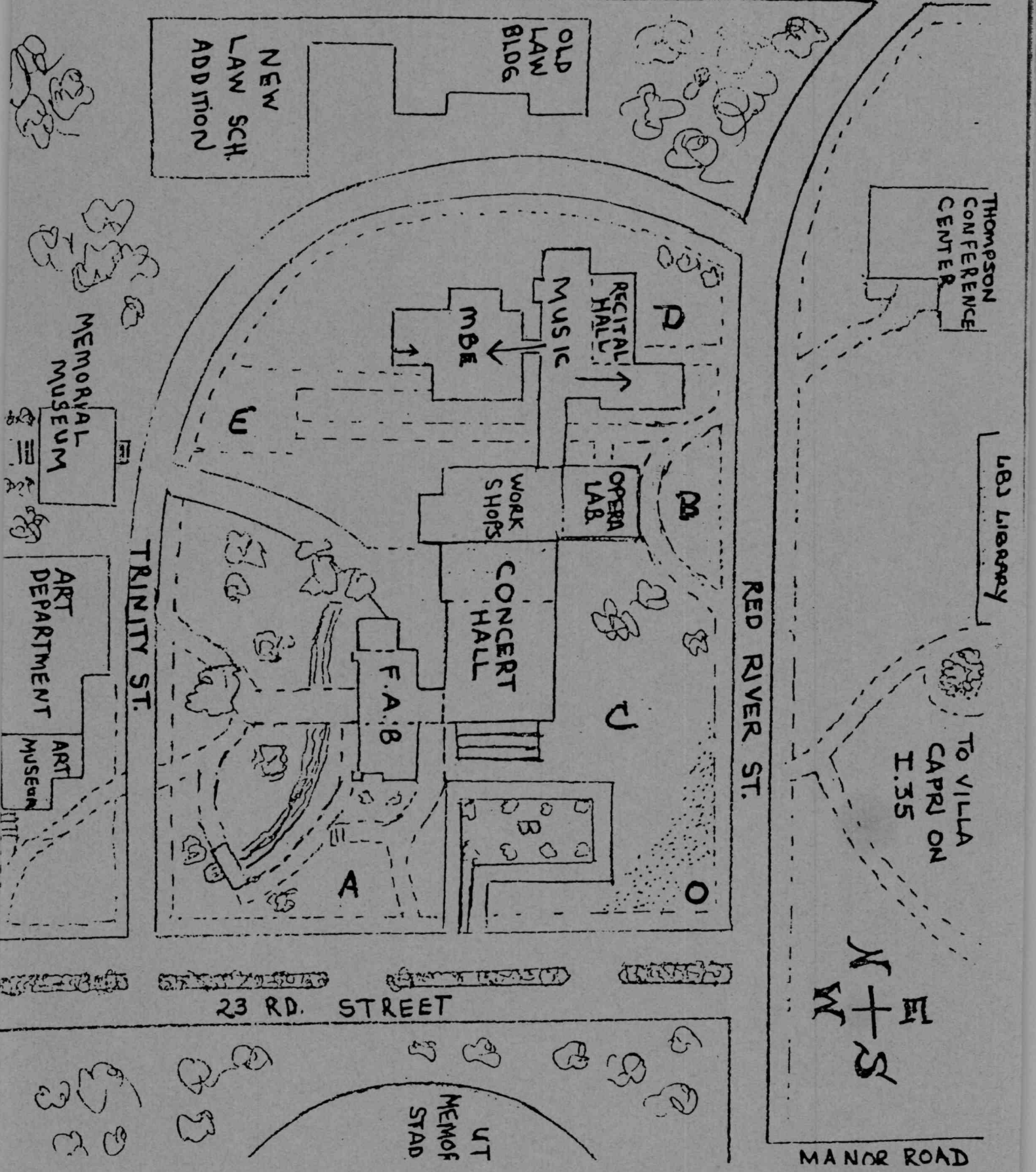


DAVID L. DEMING
MAJOR SCULPTURE PURCHASES OR ON LOAN

1. The San Antonio Museum of Art, San Antonio, Texas. Colorado Tri-Pod, 8 ft H x 12 ft L x 10 ft W, welded steel, purchased 1978.
2. The Longview Museum of Art, Longview, Texas. Flip-Flop, 4 ft H x 6 ft L x 5 ft W, welded steel, purchased 1979.
3. Cameron University, Lawton, Oklahoma. Interlock, 4 ft H x 10 ft L x 3 ft W, steel, purchased 1973.
4. Southern Illinois University, Carbondale, Illinois, Grey Slider, steel, 4 ft H x 5 ft L x 3 ft W, purchased 1980.
5. Southwestern University at Georgetown, Texas. 5 Large outdoor steel sculptures exhibited, 1980.
6. University of Arkansas at Littlerock, Arkansas, 5 large outdoor steel sculptures exhibited, 1979.
7. Cameron University has commissioned me to create a large steel sculpture for their campus for spring 1981. I am presently exhibiting a large steel work there.
8. Southern Illinois University has invited me to exhibit a large steel sculpture for a 5 year term starting in January 1981.
9. Southwest Texas State University, San Marcos, Texas. 4 large out-door steel sculptures plus 25 indoor sculptures exhibited 1977.

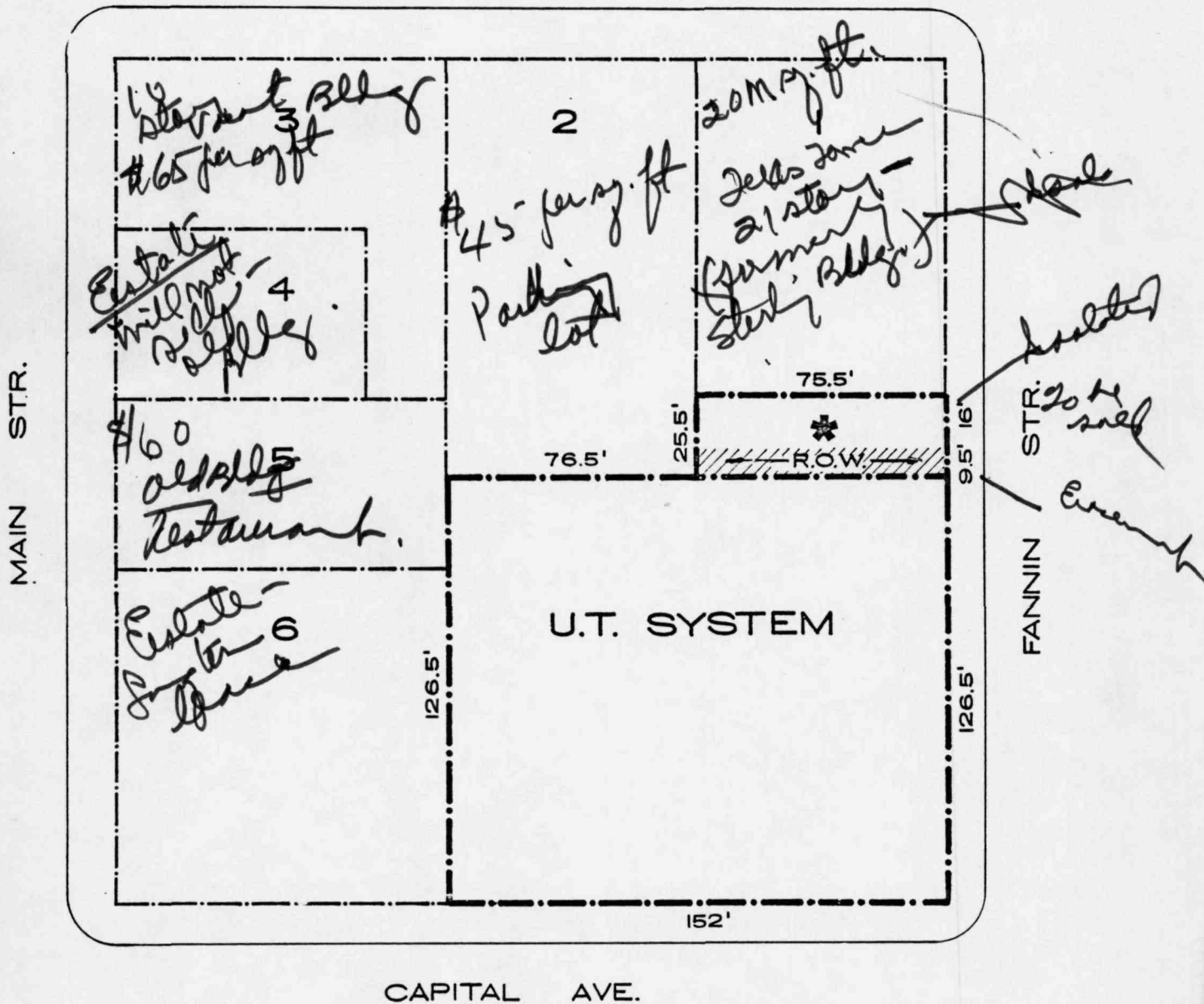
STEEP
SLOPE
AT
X.

26 TH STREET

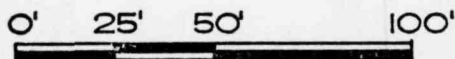


3. Personnel Matters - Section 2(g).---

TEXAS AVE.



* Proposed Sale Land



Recent Sales in Block 69, S.S.B.B.

2. Rich Estate. Vacant land now used for surface parking. Sold May, 1980 for \$45.00 per square foot.
3. J. C. Penney Building. Old, vacant ten-story building. Main Street frontage. Sold May, 1978 for \$65.49 per square foot.
5. McDonald's Restaurant. Main Street frontage. Sold in 1978 for \$60.00 per square foot.

Other Comparables

1. 505 Main. In Block 56, immediately north of Block 69. Under contract at \$80.00 per square foot.
2. Hogg Foundation's Texas State Hotel in Block 80, one block north of subject. Land appraised at \$65.00 per square foot in 1978.

Meeting of
the Board

(continued)

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

Date: December 12, 1980
Time: Following Completion of All Committee Meetings
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A.-H. (Pages B of R 1-11)

I. RECONVENE

J. REPORTS OF STANDING COMMITTEES

1. System Administration Committee
by Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
by Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee
by Committee Chairman Law
4. Health Affairs Committee
by Committee Chairman Fly
5. Land and Investment Committee
by Committee Chairman Hay

K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

L. REPORTS OF SPECIAL COMMITTEES, IF ANY

M. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Williams

N. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE
SESSION OF THE COMMITTEE OF THE WHOLE.--Chairman
Williams will ask for action on any of the items discussed in
the Executive Session of the Committee of the Whole pursuant
to V.T.C.S., Article 6252-17, Sections 2(e), (f) and (g):

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 Appoint-
ment, Employment, Evaluation, Assignment, Duties,
Discipline or Dismissal of Officers or Employees

O. OTHER MATTERS

P. ADJOURNMENT

Res. Blocker