

MATERIAL SUPPORTING THE AGENDA

Volume XXVIIa

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

October 11-12, 1979

December 6-7, 1979

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

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

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

Yellow paper - Emergency items distributed at the meeting.

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times some people get copies and some do not get copies. If the 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 6-7, 1979**

Meeting No.: **765**

Name: *Official Copy*



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

Host Institution: The University of Texas at Austin

Thursday, December 6, 1979

2:00 p. m. Meeting of the Board of Regents
Meeting of the Buildings and Grounds Committee

Friday, December 7, 1979

8:45 a. m. Group Picture of Regents

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

To Consider Bids for Sale of:

(1) Board of Regents of The University of Texas System, The University of Texas at Dallas Utility Revenue Bonds, Series 1980, in the amount of \$9,600,000

(2) Board of Regents of The University of Texas System, The University of Texas at San Antonio Utility Revenue Bonds, Series 1980, in the amount of \$9,125,000

Committee Meetings

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

Meeting of the Board of Regents

Telephone Numbers

Offices:

Board of Regents	471-1265
Chancellor Walker	471-1743
President Flawn (472-2450 - Residence)	471-1233

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 6, 1979

Time: 2:00 p. m.

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

A. CALL TO ORDER

B. WELCOME AND PRESENTATION BY PRESIDENT FLAWN

C. RECESS FOR COMMITTEE MEETING

Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the committee. Unless there are unfinished items, the Buildings and Grounds Committee will complete its meeting on Thursday, December 6. (See Pages B & G 1-12.)

D. RECESS TO RECONVENE AT 9:00 A. M. ON FRIDAY,
DECEMBER 7, 1979

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

Date: December 7, 1979

Time: 9:00 a. m.

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

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

E. RECONVENE

F. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
OCTOBER 11-12, 1979

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 Templeton
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

H. SPECIAL ORDERS

1. Board of Regents of The University of Texas System, The University of Texas at Dallas Utility Revenue Bonds, Series 1980, in the Amount of \$9,600,000.--

2. Board of Regents of The University of Texas System, The University of Texas at San Antonio Utility Revenue Bonds, Series 1980, in the Amount of \$9,125,000.--

I. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. **System Administration Committee**
Committee Chairman Sterling
2. **Academic and Developmental Affairs Committee**
Committee Chairman (Mrs.) Blumberg
3. **Buildings and Grounds Committee (if business not completed**
Committee Chairman Law on Thursday)
4. **Health Affairs Committee**
Committee Chairman Fly
5. **Land and Investment Committee**
Committee Chairman Hay
6. **Committee of the Whole**
Chairman Williams
 - a. **Open Session**
 - b. **Executive Session.** --The Board of Regents will retire to the Regents' Committee Room and resolve into Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e), (f), and (g) to discuss:
 - (1) Pending and/or Contemplated Litigation - Section 2(e)
 - (2) Land Acquisition and Negotiated Contracts - Section 2(f)
 - (3) Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

System Administration Committee

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Sterling

Date: December 7, 1979

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. Dallas Health Science Center (Dallas Southwestern Medical School) and Galveston Medical Branch (Galveston Medical School): Request to Accept and to Establish the Hunter Family Charitable Trust, the Thomas R. Hunter, III Charitable Trust and the Elizabeth Gail Hunter Charitable Trust and Income Trusts Thereof (3-L&I-80) Below

2. U.T. System (Longevity Pay - H.B. 454, 66th Leg., R.S., 1979), U.T. Arlington, U.T. Austin, U.T. El Paso, U.T. San Antonio, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston School of Public Health, San Antonio Health Science Center and its San Antonio Medical School and San Antonio Dental School, and University Cancer Center: Amendments to the 1979-80 Budget (1-B-80 and 2-B-80) 44

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1. Dallas Health Science Center (Dallas Southwestern Medical School) and Galveston Medical Branch (Galveston Medical School): Request to Accept the Hunter Family Charitable Trust, the Thomas R. Hunter, III Charitable Trust and the Elizabeth Gail Hunter Charitable Trust and Income Trusts Thereof (3-L&I-80). --It is recommended by President Sprague, President Levin and Chancellor Walker that approval be given to accept the Hunter Family Charitable Trust (Pages SAC 3-12), the Thomas R. Hunter, III Charitable Trust (Pages SAC 13-21), and the Elizabeth Gail Hunter Charitable Trust (Pages SAC 22-30) and the Income Trusts of Thomas R. Hunter, III and Elizabeth Gail Hunter (Pages SAC 31-44) for the benefit of Dallas Southwestern Medical School, The University of Texas Health Science Center at Dallas and Galveston Medical School, The University of Texas Medical Branch at Galveston.

The Hunter Family Trust will be funded by the residuary estate of Dr. Thomas R. Hunter, Jr., which is expected to be in excess of \$100,000 and contributions from Elizabeth Darlene Hunter (Mrs. Thomas R.) approaching \$500,000. Terms of the trust provide for payment of 7% of the annual fair market value of the trust assets if earned to Mrs. Thomas Hunter, Jr., age 54, during her lifetime.

The Thomas R. Hunter, III Charitable Trust and the Elizabeth Gail Hunter Charitable Trust will be funded by specific bequests from Dr. Thomas R. Hunter, Jr.'s estate in the amount of \$150,000 each. Terms of each of the trusts provide for payment of 7% of the annual fair market value of the trust assets if earned for a period of twenty (20) years into an income trust for each child which is to be held and managed by The University of Texas System for a period of twenty years commencing from the date that the charitable trusts are established.

The income trusts will terminate twenty years from inception with the children each receiving the accumulated earnings from each of their respective income trusts. The remainder balance upon termination of the charitable trusts will be used as follows:

- a. FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for the establishment and maintenance of the Dr. Carl Moyer Chair in surgery at The University of Texas Southwestern Medical School at Dallas;
- b. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment and maintenance of the Dr. Willard Cook Professorship at The University of Texas Medical School at Galveston;
- c. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment and maintenance of the Dr. Tinsley Harrison Professorship at The University of Texas Southwestern Medical School at Dallas;
- d. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment of the Dr. Thomas R. Hunter, Jr. Loan Fund to provide loans to students at The University of Texas Medical School at Galveston;
- e. ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment of the Darlene Hunter Loan Fund to provide loans to students at The University of Texas Southwestern Medical School at Dallas.

Dr. Thomas R. Hunter, Jr. and Dr. Elizabeth Darlene Hunter (Mrs. Thomas R.) are practicing medical doctors in the Dallas/Fort Worth area. Dr. Thomas R. Hunter, Jr.'s health has been failing rapidly and in recent months has resulted in his desire to formulate his estate planning with the establishment of the foregoing charitable trusts for his wife, age 54, and two children, age 26 and 24, respectively.

The Hunters each feel a great sense of gratitude toward the Dallas Southwestern Medical School and the Galveston Medical School and on that basis wish to see their estates used as prescribed.

HUNTER FAMILY
CHARITABLE TRUST

TRUST AGREEMENT made this the 2nd day of September, 1979, between TOM R. HUNTER and wife, ELIZABETH DARLENE HUNTER, of Tarrant County, Texas, hereinafter collectively called the Grantor, and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called the Trustee.

The Grantor intends to make transfers of property to the Trust through their Last Will and Testaments duly admitted for probate. The Trustee shall hold all the property transferred, in trust, for the uses and purposes and on the terms and conditions herein set forth.

1. Dispositive Provisions. The Trustee's duties with respect to the disposition of the income and principal of the trust fund shall be:

(a) To pay to or for the use of the survivor of ELIZABETH DARLENE HUNTER and TOM R. HUNTER, hereinafter called the Beneficiary, in as nearly equal quarterly installments as possible, an amount equal to the lesser of (1) the trust income for such taxable year (as defined in Section 643(b) of the Internal Revenue Code of 1954 and the Regulations thereunder) and (2) seven percent (7%) of the net fair market value of the trust assets valued as of the first day of each taxable year, such amount being herein sometimes referred to as the Unitrust amount, increased or decreased by Subparagraphs (e) relating to short taxable years, and to the last taxable year, and (g) relating to additional contributions. If the trust income for any taxable year exceeds the amount determined under (2) above, the payment to the Beneficiary shall also include such excess income to the extent that the aggregate of the amounts paid to the Beneficiary in prior years is less than seven percent (7%) of the aggregate net fair market value of the trust assets for such years. All annual income of the trust, until the death of either Grantor, shall be accumulated by the Trustee and shall be added to principal. The Unitrust

amount shall be paid to the Beneficiary for a period beginning at the date of the death of either Grantor, and ending at the date of death of the Beneficiary, such period being herein sometimes referred to as the payment period. The amounts payable to the Beneficiary by the terms of this Unitrust shall be paid to the Beneficiary during every taxable year of the Unitrust prior to the end of the payment period. Payments shall be made quarterly during the taxable year. Payment shall be made solely in cash.

(b) The obligation to pay the Unitrust amount shall commence with the date of death of either Grantor, but payment of the Unitrust amount may be deferred from the date of the death of a Grantor to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in Section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six percent (6%) a year, compounded annually, from the date of distribution to the occurrence of said event.

(c) Whenever the Unitrust is required to be valued for purposes of determining an amount to be paid to the Beneficiary, it shall be valued at its net fair market value as of the first day of the taxable year in such manner as the Trustee in Trustee's discretion shall determine, provided however, that no valuation shall be made in such manner as would disqualify this Unitrust as a charitable remainder unitrust. In computing the net fair market value of the Unitrust assets, there shall be taken into account all assets and liabilities without regard to whether particular items are taken into account in determining any amounts payable by the terms of this Unitrust.

(d) In the case where the net fair market value of the Unitrust assets is incorrectly determined by the Trustee, the Trustee shall pay to the Beneficiary (in the case of an undervaluation), or shall receive from the Beneficiary (in the

case of an overvaluation) an amount equal to the difference between the amount which the Unitrust should have paid to the Beneficiary if the correct value were used and the amount actually paid the Beneficiary. Such payment or repayments shall be made within a reasonable period after the final determination of such value.

(e) In determining the Unitrust amount, the Trustee shall prorate the same, on the daily basis in accordance with the applicable provision of the Internal Revenue Code and the regulations thereunder for a short taxable year and for the taxable year of the Beneficiary's death.

(f) (1) Upon the death of the Beneficiary, the Trustee shall distribute the entire corpus and income of the Unitrust, other than any amount due the Beneficiary, to the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM for the use and benefit as follows, with any excess being allocated between the loan funds created in paragraphs (iv) and (v) below:

(i) FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for the establishment and maintenance of the Dr. Carl Moyer Chair in surgery at the University of Texas Southwestern Medical School at Dallas;

(ii) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment and maintenance of the Dr. Willard Cook Professorship at the University of Texas Medical School at Galveston;

(iii) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment and maintenance of the Dr. Tinsley Harrison Professorship at the University of Texas Southwestern Medical School at Dallas;

(iv) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment of the Dr. Thomas R. Hunter, Jr. Loan Fund to provide loans to students at the University of Texas Medical School at Galveston;

(v) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the establishment of the Dr. Darlene Hunter Loan Fund to

provide loans to students at the University of Texas Southwestern Medical School at Dallas;

(vi) In the event, because of rules and regulations of the Board of Regents of the University of Texas System for the establishment of chairs or professorships, sufficient assets do not exist to establish all of the above specified chair and professorships, such chair and professorships shall be established in priority listed, with the balance for the establishment of the loan funds described in (iv) and (v) above. If at a later date, sufficient assets are accumulated either through earnings or additional contributions from the Elizabeth Gail Hunter Charitable Trust or the Thomas R. Hunter, III Charitable Trust, the funds shall be transferred from the loan funds to establish the chair and professorships which were not established originally because of insufficient amount of assets.

(2) The Trustee shall complete the settlement of the Unitrust within a reasonable time, but in no event delay settlement beyond the last day of the month in which occurs the ninetieth (90th) day following the end of the payment period. During such time, the Trustee shall continue to treat the Unitrust as a charitable remainder Unitrust for all purposes. In the event that any organization to which the Unitrust corpus is to be transferred, is not an organization described in Code Section 170(c) and Section 2055 at the time when any amount is to be irrevocably transferred to such organization, then the Trustee shall transfer such amount or amounts to the remaining organization herein named that is an organization described in Code Section 170(c) and Section 2055. In the event none of said organizations, named hereunder, is an organization described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, at the time when any amounts are to be irrevocably transferred to such organizations, the Trustee shall transfer such amount or

amounts to another organization or organizations then described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, which the Trustee, in Trustee's sole discretion, determines is consistent with the charitable motivations of the Grantor.

(g) The Grantor, acting in unison during their joint lives, or the survivor of Grantor during the survivor's life, by written instrument delivered to the Trustee, may, at any time, designate in lieu of or in addition to the charitable organizations named in (e) immediately above, another organization or organizations satisfying the requirements in Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code as a recipient of the remainder or a portion thereof.

(h) Additional contributions may be made to this Unitrust from time to time in cash or in kind or partly in each, by any person, provided, however, the Trustee may in Trustee's sole discretion refuse to accept any such contribution. For purposes of the taxable year of the Unitrust in which any additional contribution is made to the Unitrust:

(1) The amount which shall be paid to the Beneficiary shall be computed by multiplying seven percent (7%) by the sum of (A) the net fair market value of the Unitrust assets (excluding the assets so added and any income from, or appreciation on, such assets); and (B) that proportion of the value of the assets so added that was excluded under (A) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the day of the Beneficiary's death bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the day of the Beneficiary's death; and

(2) Where no valuation date occurs after the time

of the contribution and during the taxable year in which the contribution is made, the additional property shall be valued at the time of contribution.

(i) The Trustee is prohibited from engaging in any act of self-dealing, as defined in Section 4941(d) of the Internal Revenue Code, from retaining any excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the Unitrust to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d). After the death of the Beneficiary and until such time as the Unitrust fund is distributed, the Trustee shall distribute the net income from the Unitrust and, to the extent necessary, such portion of the principal thereof at such time and in such manner as not to subject the Unitrust to tax under Section 4942 of the Internal Revenue Code. The purpose of the foregoing sentence is to comply with the provisions of Section 508(e), to the extent such provisions are applicable to this Unitrust.

(j) This Charitable Remainder Unitrust shall not be subject to any power to invade, alter, amend or revoke, except as herein provided.

(1) It is the Grantor's intention that the Charitable Remainder Unitrust shall qualify as a Charitable Remainder Unitrust under the applicable provisions of the Internal Revenue Code and regulations.

(2) Notwithstanding any other provisions of this Trust, the Trustee is prohibited from exercising any power or discretion in such manner as to cause the Charitable Remainder Unitrust to fail to qualify as a Charitable Remainder Unitrust as defined in Section 664(d)(2) of the Internal Revenue Code, including, but not limited to, any power or discretion which may in any way restrict the Trustee from investing the Unitrust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from

the sale or disposition of Unitrust assets.

(3) This trust shall be revocable by the joint action of the Grantor prior to the death of either Grantor. After the death of either Grantor, this trust shall be irrevocable.

(k) The references contained herein to the Internal Revenue Code and regulations, are to the Internal Revenue Code of 1954, as amended, and as may be from time to time hereafter amended, and to the Treasury Department Regulations, as amended, and as may be from time to time hereafter published and amended.

2. Powers of Trustee. The Trustee shall act without bond and in addition to the powers, authorities, discretions and immunities now or hereafter given to the Trustee by the Texas Trust Act and any amendments thereto, the Trustee is authorized and empowered, in Trustee's sole and absolute discretion, to:

(a) Hold, as a part of the Trust Principal, any property which constituted a part of the original Trust Principal, for so long as the Trustee shall deem advisable, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by so continuing to hold any such property.

(b) Sell, without order of any Court, either at public or private sale (giving credit for more than one year and without requiring the giving of any security if, in Trustee's discretion, Trustee deems it advisable so to do), or exchange or otherwise dispose of, the whole or any portion or portions of the real or personal property which shall at any time be held hereunder by the Trustee, upon such terms and conditions as the Trustee may deem advisable.

(c) Set up, maintain and carry with any broker or securities dealer one or more margin accounts for the Trust, and purchase and carry securities on margin for or on account of the Trust principal, and, in connection therewith, the Trustee may enter into such margin agreements as may be required by

such broker or dealer.

(d) Invest, and from time to time reinvest, the Trust principal in any form of investment which the Trustee, in Trustee's sole and absolute discretion, shall determine, without restriction to investments of the nature and kind prescribed by law for the investment of trust funds, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by any such investment or by the retention thereof, including any common or pooled income funds established and maintained for collective investment purposes by the Trustee.

(e) Vote, in person or by proxy, upon all stock or other securities held by it; participate in any plan of reorganization, consolidation, merger, combination, recapitalization, liquidation, or similar plan; consent to such plan and any action thereunder or any contract, lease, mortgage, purchase, sale, or other action by any corporation; deposit any property with any protective, reorganization, or similar committee and delegate discretionary powers thereto and share in the payment of its expenses and compensation; and accept and retain securities or other property under any such plan, whether or not such securities or other property shall be of the nature and kind prescribed by law for the investment of Trust funds.

(f) Determine, in any case where doubt exists under the facts or applicable law, whether any charges, expenses or disbursements incurred or paid by Trustee shall be charged against principal or income, and the extent or proportion of any such charge, expense or disbursement which is to be charged against principal or income, and the judgment and decision of the Trustee with respect thereto shall be final.

(g) Treat, in Trustee's discretion, any extraordinary dividends payable in any stock or other securities, and also any liquidating dividends, as principal and not as income, or partly as income and partly as principal, but ordinarily

dividends paid in any stock or other securities regularly by a corporation in lieu of, or in addition to, regular cash dividends, and all dividends accumulated on any preferred stock by the Trustee shall, if declared, be considered income and not principal, provided, however, that in any case where doubt exists under the facts or applicable law, the determination of the Trustee as to whether any dividend shall be apportioned or allocated in whole or in part to principal or income, and Trustee's apportionment or allocation thereof, shall be final.

(h) Settle, adjust, compromise or arbitrate any and all claims in favor of or against the Trust or any disputes or controversies in which the Trust may be interested, or abandon any such claim, and the cause of action on which it is based if Trustee, in Trustee's sole and absolute discretion, deems it advisable so to do.

(i) Retain, hire and employ agents, attorneys, custodians, accountants, investment counsel and such other persons as the Trustee may deem advisable in connection with the administration of the Trust, fix and pay the compensation of such persons and delegate to such persons such powers and authorities as the Trustee may deem advisable.

(j) Hold any property in Trustee's own name or in Trustee's name as Trustee, or in the name of nominees, with or without indicating the fiduciary character of such property.

3. In the event the Trustee, as named herein, resigns, fails to act, or is removed, then the CENTRAL NATIONAL BANK of San Angelo, Texas, or its successors, is hereby appointed as successor Trustee. The Grantor during their joint lives, acting in unison, or the survivor of the Grantor, acting alone, may remove the Trustee by giving ninety (90) days written notice and appoint, as successor, any corporation organized under the laws of the United States or of any state thereof and having corporate powers and authority to administer the trust created hereunder and which has a minimum of TEN MILLION DOLLARS capitalization.

4. Governing Law. This Trust Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Texas, which is the State where it is made and executed and where the Trust is intended to be enforced.

5. Acceptance of Trust. The Trustee hereby accepts the Trust, upon the terms and conditions herein set forth, and agrees to execute, carry out and perform the Trust in accordance with the terms and conditions of this Trust Agreement.

6. Trustee's Fee. The Board of Regents of the University of Texas System shall not be allowed or paid fees for acting as Trustee hereunder. Any successor Corporate Trustee, for its services hereunder, shall be allowed and paid the usual fees customarily charged by it for similar services in other trusts at the time such services are performed. Any Trustee shall be allowed reimbursement for all costs and expenses incurred in the management of the trust.

7. Use of Trust Principal. No portion of the Trust's assets shall be used to pay any debts, taxes or expenses of either Grantor's estate.

IN WITNESS WHEREOF, the Grantor has executed this Trust Agreement the day and year first above written.

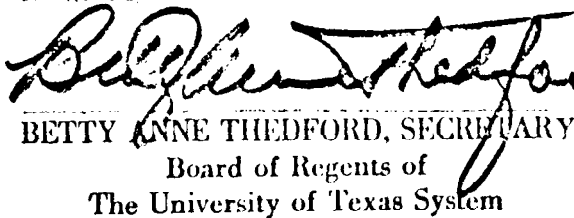

THOMAS R. HUNTER, JR.

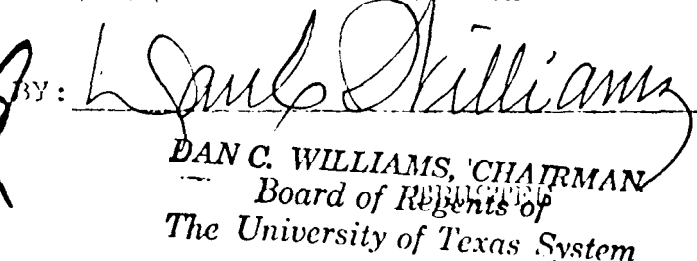

ELIZABETH DARGENE HUNTER

GRANTOR

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTEST:


BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

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

THOMAS R. HUNTER, III
CHARITABLE TRUST

TRUST AGREEMENT made this the 27th day of September, 1979, between THOMAS R. HUNTER, JR., Tarrant County, Texas, hereinafter called the Grantor, and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called the Trustee.

The Grantor intends to transfer property to the trust at his death through his Last Will and Testaments duly admitted for probate. The Trustee shall hold all the property transferred, in trust, for the uses and purposes and on the terms and conditions herein set forth.

1. Dispositive Provisions. The Trustee's duties with respect to the disposition of the income and principal of the trust fund shall be:

(a) To pay to the THOMAS R. HUNTER, III INCOME TRUST hereinafter called the Beneficiary, in as nearly equal quarterly installments as possible but in any event not less often than annually, an amount equal to the lesser of (1) the trust income for such taxable year (as defined in Section 643(b) of the Internal Revenue Code of 1954 and the Regulations thereunder) and (2) seven percent (7%) of the net fair market value of the trust assets valued as of the first day of each taxable year, such amount being herein sometimes referred to as the Unitrust amount, increased or decreased by Subparagraphs (e) relating to short taxable years, and to the last taxable year, and (g) relating to additional contributions. If the trust income for any taxable year exceeds the amount determined under (2) above, the payment to the Beneficiary shall also include such excess income to the extent that the aggregate of the amounts paid to the Beneficiary in prior years is less than seven percent (7%) of the aggregate net fair market value of the trust assets for such years. All income of the trust, until the death of Grantor, shall be accumulated by the Trustee and shall be added to principal. The Unitrust amount shall be paid to the Beneficiary for a period of twenty (20) years

beginning at the date of the death of Grantor, and ending twenty (20) years thereafter, such period being herein sometimes referred to as the payment period. The amounts payable to the Beneficiary by the terms of this Unitrust shall be paid to the Beneficiary during every taxable year of the Unitrust prior to the end of the payment period. Payments shall be made quarterly during the taxable year or within a reasonable time after the close of the taxable year. Payment shall be made solely in cash.

(b) The obligation to pay the Unitrust amount shall commence with the date of the death of Grantor, but payment of the Unitrust amount may be deferred from the date of the death of Grantor to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in Section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six percent (6%) a year, compounded annually, from the date of distribution to the occurrence of said event.

(c) Whenever the Unitrust is required to be valued for purposes of determining an amount to be paid to a Beneficiary, it shall be valued at its net fair market value as of the first day of the taxable year in such manner as the Trustee in Trustee's discretion shall determine, provided however, that no valuation shall be made in such manner as would disqualify this Unitrust as a charitable remainder unitrust. In computing the net fair market value of the Unitrust assets, there shall be taken into account all assets and liabilities without regard to whether particular items are taken into account in determining any amounts payable by the terms of this Unitrust.

(d) In the case where the net fair market value of the Unitrust assets is incorrectly determined by the Trustee, the Trustee shall pay to the Beneficiary (in the case of an

undervaluation), or shall receive from the Beneficiary (in the case of an overvaluation) an amount equal to the difference between the amount which the Unitrust should have paid to the Beneficiary if the correct value were used and the amount actually paid the Beneficiary. Such payment or repayments shall be made within a reasonable period after the final determination of such value.

(e) In determining the Unitrust amount, the Trustee shall prorate the same, on the daily basis in accordance with the applicable provision of the Internal Revenue Code and the regulations thereunder for a short taxable year and for the last taxable year of the Trust.

(f) (1) On the termination of the payment period as herein provided, the Trustee shall distribute the entire corpus and income of the Unitrust (other than any amount due the Beneficiary) to the Board of Regents of the University of Texas System for the establishment, or if already established, to be added to, equally, the Dr. Thomas R. Hunter, Jr. Loan Fund to provide loans to students at the University of Texas Medical School at Galveston and the Dr. Darlene Hunter Loan Fund to provide loans to students at the University of Texas Southwestern Medical School at Dallas.

(2) The Trustee shall complete the settlement of the Unitrust within a reasonable time, but in no event delay settlement beyond the last day of the month in which occurs the ninetieth (90th) day following the end of the payment period. During such time, the Trustee shall continue to treat the Unitrust as a charitable remainder Unitrust for all purposes. In the event that any organization to which the Unitrust corpus is to be transferred, is not an organization described in Code Section 170(c) and Section 2055 at the time when any amount is to be irrevocably transferred to such organization, then the Trustee shall transfer such amount or amounts to the remaining organization herein named that is an organization described in Code Section 170(c) and Section 2055. In the

event none of said organizations, named hereunder, is an organization described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, at the time when any amounts are to be irrevocably transferred to such organizations, the Trustee shall transfer such amount or amounts to another organization or organizations then described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, which the Trustee, in Trustee's sole discretion, determines is consistent with the charitable motivations of the Grantor.

(g) The Grantor, during Grantor's life, by written instrument delivered to the Trustee, may, at any time, designate in lieu of or in addition to the charitable organizations named in (f) immediately above, another organization or organizations satisfying the requirements in Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code as a recipient of the remainder or a portion thereof.

(h) Additional contributions may be made to this Unitrust from time to time in cash or in kind or partly in each, by any person, provided, however, the Trustee may in Trustee's sole discretion refuse to accept any such contribution. For purposes of the taxable year of the Unitrust in which any additional contribution is made to the Unitrust:

(1) The amount which shall be paid to the Beneficiary shall be the lesser of (A) the trust income for the applicable tax year (as defined in Section 643(b) of the Internal Revenue Code of 1954 and the Regulations thereunder) and (B) seven percent (7%) multiplied by the sum of (i) the net fair market value of the Unitrust assets (excluding the assets so added and any income from, or appreciation on, such assets); and (ii) that proportion of the value of the assets so added that was excluded under (i) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the day of the Beneficiary's death bears to the number of days in

the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the day of the termination of the Trust; and

(2) Where no valuation date occurs after the time of the contribution and during the taxable year in which the contribution is made, the additional property shall be valued at the time of contribution.

(i) The Trustee is prohibited from engaging in any act of self-dealing, as defined in Section 4941(d) of the Internal Revenue Code, from retaining any excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the Unitrust to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d). After the termination of the Trust and until such time as the Unitrust fund is distributed, the Trustee shall distribute the net income from the Unitrust and, to the extent necessary, such portion of the principal thereof at such time and in such manner as not to subject the Unitrust to tax under Section 4942 of the Internal Revenue Code. The purpose of the foregoing sentence is to comply with the provisions of Section 508(e), to the extent such provisions are applicable to this Unitrust.

(j) This Charitable Remainder Unitrust shall not be subject to any power to invade, alter, amend or revoke, except as herein provided.

(1) It is the Grantor's intention that the Charitable Remainder Unitrust shall qualify as a Charitable Remainder Unitrust under the applicable provisions of the Internal Revenue Code and regulations.

(2) Notwithstanding any other provisions of this Trust, the Trustee is prohibited from exercising any power or discretion in such manner as to cause the Charitable Remainder Unitrust to fail to qualify as a Charitable Remainder Unitrust as defined in Section

664(d)(2) of the Internal Revenue Code, including, but not limited to, any power or discretion which may in any way restrict the Trustee from investing the Unitrust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Unitrust assets.

(3) This Trust shall be revocable by the action of the Grantor prior to the death of Grantor. After the death of Grantor, this Trust shall be irrevocable.

(k) The references contained herein to the Internal Revenue Code and regulations, are to the Internal Revenue Code of 1954, as amended, and as may be from time to time hereafter amended, and to the Treasury Department Regulations, as amended, and as may be from time to time hereafter published and amended.

2. Powers of Trustee. The Trustee shall act without bond and in addition to the powers, authorities, discretions and immunities now or hereafter given to the Trustee by the Texas Trust Act and any amendments thereto, the Trustee is authorized and empowered, in Trustee's sole and absolute discretion, to:

(a) Hold, as a part of the Trust Principal, any property which constituted a part of the original Trust Principal, for so long as the Trustee shall deem advisable, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by so continuing to hold any such property.

(b) Sell, without order of any Court, either at public or private sale (giving credit for more than one year and without requiring the giving of any security if, in Trustee's discretion, Trustee deems it advisable so to do), or exchange or otherwise dispose of, the whole or any portion or portions of the real or personal property which shall at any time be held hereunder by the Trustee, upon such terms and conditions as the Trustee may deem advisable.

(c) Set up, maintain and carry with any broker or securities dealer one or more margin accounts for the Trust, and purchase and carry securities on margin for or on account of the Trust principal, and, in connection therewith, the Trustee may enter into such margin agreements as may be required by such broker or dealer.

(d) Invest, and from time to time reinvest, the Trust principal in any form of investment which the Trustee, in Trustee's sole and absolute discretion, shall determine, without restriction to investments of the nature and kind prescribed by law for the investment of trust funds, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by any such investment or by the retention thereof, including any common or pooled income funds established and maintained for collective investment purposes by the Trustee.

(e) Vote, in person or by proxy, upon all stock or other securities held by it; participate in any plan of reorganization, consolidation, merger, combination, recapitalization, liquidation, or similar plan; consent to such plan and any action thereunder or any contract, lease, mortgage, purchase, sale, or other action by any corporation; deposit any property with any protective, reorganization, or similar committee and delegate discretionary powers thereto and share in the payment of its expenses and compensation; and accept and retain securities or other property under any such plan, whether or not such securities or other property shall be of the nature and kind prescribed by law for the investment of Trust funds.

(f) Determine, in any case where doubt exists under the facts or applicable law, whether any charges, expenses or disbursements incurred or paid by Trustee shall be charged against principal or income, and the extent or proportion of any such charge, expense or disbursement which is to be charged against principal or income, and the judgment and

decision of the Trustee with respect thereto shall be final.

(g) Treat, in Trustee's discretion, any extraordinary dividends payable in any stock or other securities, and also any liquidating dividends, as principal and not as income, or partly as income and partly as principal, but ordinarily dividends paid in any stock or other securities regularly by a corporation in lieu of, or in addition to, regular cash dividends, and all dividends accumulated on any preferred stock by the Trustee shall, if declared, be considered income and not principal, provided, however, that in any case where doubt exists under the facts or applicable law, the determination of the Trustee as to whether any dividend shall be apportioned or allocated in whole or in part to principal or income, and Trustee's apportionment or allocation thereof, shall be final.

(h) Settle, adjust, compromise or arbitrate any and all claims in favor of or against the Trust or any disputes or controversies in which the Trust may be interested, or abandon any such claim, and the cause of action on which it is based if Trustee, in Trustee's sole and absolute discretion, deems it advisable so to do.

(i) Retain, hire and employ agents, attorneys, custodians, accountants, investment counsel and such other persons as the Trustee may deem advisable in connection with the administration of the Trust, fix and pay the compensation of such persons and delegate to such persons such powers and authorities as the Trustee may deem advisable.

(j) Hold any property in Trustee's own name or in Trustee's name as Trustee, or in the name of nominees, with or without indicating the fiduciary character of such property.

3. In the event the Trustee, as named herein, resigns, fails to act, or is removed, then the CENTRAL NATIONAL BANK of San Angelo, Texas, or its successors, is hereby appointed as successor Trustee. The Grantor during his life, or the Beneficiary after the death of Grantor, may remove the Trustee by giving ninety (90) days written

notice and appoint, as successor, any corporation organized under the laws of the United States or of any state thereof and having corporate powers and authority to administer the trust created hereunder and which has a minimum of TEN MILLION DOLLARS capitalization.

4. Governing Law. This Trust Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Texas, which is the State where it is made and executed and where the Trust is intended to be enforced.

5. Acceptance of Trust. The Trustee hereby accepts the Trust, upon the terms and conditions herein set forth, and agrees to execute, carry out and perform the Trust in accordance with the terms and conditions of this Trust Agreement.

6. Trustee's Fee. The Board of Regents of the University of Texas System shall not be allowed or paid fees for acting as Trustee hereunder. Any successor Corporate Trustee, for its services hereunder, shall be allowed and paid the usual fees customarily charged by it for similar services in other trusts at the time such services are performed. Any Trustee shall be allowed reimbursement for all costs and expenses incurred in the management of the trust.

7. Use of Trust Principal. No portion of the Trust's assets shall be used to pay any debts, taxes or expenses of the Grantor's estate.

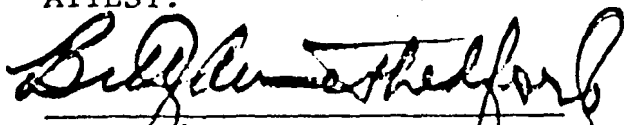
IN WITNESS WHEREOF, the Grantor has executed this Trust Agreement the day and year first above written.

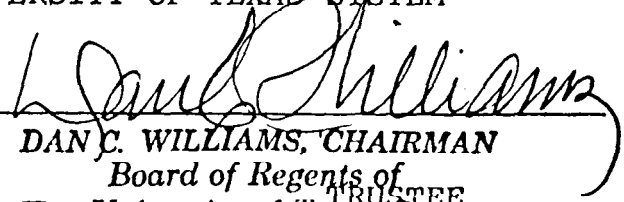

THOMAS R. HUNTER, JR.

GRANTOR

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTEST:


BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

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

ELIZABETH GAIL HUNTER
CHARITABLE TRUST

TRUST AGREEMENT made this the 27th day of September, 1979, between THOMAS R. HUNTER, JR., Tarrant County, Texas, hereinafter called the Grantor, and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter called the Trustee.

The Grantor intends to transfer property to the trust at his death through his Last Will and Testaments duly admitted for probate. The Trustee shall hold all the property transferred, in trust, for the uses and purposes and on the terms and conditions herein set forth.

1. Dispositive Provisions. The Trustee's duties with respect to the disposition of the income and principal of the trust fund shall be:

(a) To pay to the ELIZABETH GAIL HUNTER INCOME TRUST hereinafter called the Beneficiary, in as nearly equal quarterly installments as possible but in any event not less often than annually, an amount equal to the lesser of (1) the trust income for such taxable year (as defined in Section 643(b) of the Internal Revenue Code of 1954 and the Regulations thereunder) and (2) seven percent (7%) of the net fair market value of the trust assets valued as of the first day of each taxable year, such amount being herein sometimes referred to as the Unitrust amount, increased or decreased by Subparagraphs (e) relating to short taxable years, and to the last taxable year, and (g) relating to additional contributions. If the trust income for any taxable year exceeds the amount determined under (2) above, the payment to the Beneficiary shall also include such excess income to the extent that the aggregate of the amounts paid to the Beneficiary in prior years is less than seven percent (7%) of the aggregate net fair market value of the trust assets for such years. All income of the Trust, until the death of Grantor, shall be accumulated by the Trustee and shall be added to principal. The Unitrust amount shall be paid to the Beneficiary for a period of twenty (20) years

beginning at the date of the death of the Grantor, and ending twenty (20) years thereafter, such period being herein sometimes referred to as the payment period. The amounts payable to the Beneficiary by the terms of this Unitrust shall be paid to the Beneficiary during every taxable year of the Unitrust prior to the end of the payment period. Payments shall be made quarterly during the taxable year or within a reasonable time after the close of the taxable year. Payment shall be made solely in cash.

(b) The obligation to pay the Unitrust amount shall commence with the date of death of Grantor, but payment of the Unitrust amount may be deferred from the date of the death of Grantor to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in Section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six percent (6%) a year, compounded annually, from the date of distribution to the occurrence of said event.

(c) Whenever the Unitrust is required to be valued for purposes of determining an amount to be paid to a Beneficiary, it shall be valued at its net fair market value as of the first day of the taxable year in such manner as the Trustee in Trustee's discretion shall determine, provided however, that no valuation shall be made in such manner as would disqualify this Unitrust as a charitable remainder unitrust. In computing the net fair market value of the Unitrust assets, there shall be taken into account all assets and liabilities without regard to whether particular items are taken into account in determining any amounts payable by the terms of this Unitrust.

(d) In the case where the net fair market value of the Unitrust assets is incorrectly determined by the Trustee, the Trustee shall pay to the Beneficiary (in the case of an undervaluation), or shall receive from the Beneficiary (in the

case of an overvaluation) an amount equal to the difference between the amount which the Unitrust should have paid to the Beneficiary if the correct value were used and the amount actually paid the Beneficiary. Such payment or repayments shall be made within a reasonable period after the final determination of such value.

(e) In determining the Unitrust amount, the Trustee shall prorate the same, on the daily basis in accordance with the applicable provision of the Internal Revenue Code and the regulations thereunder for a short taxable year and for the last taxable year of the Trust.

(f) (1) On the termination of the payment period as herein provided, the Trustee shall distribute the entire corpus and income of the Unitrust (other than any amount due the Beneficiary) to the Board of Regents of the University of Texas System for the establishment, or if already established, to be added to, equally, the Dr. Thomas R. Hunter, Jr. Loan Fund to provide loans to students at the University of Texas Medical School at Galveston and the Dr. Darlene Hunter Loan Fund to provide loans to students at the University of Texas Southwestern Medical School at Dallas.

(2) The Trustee shall complete the settlement of the Unitrust within a reasonable time, but in no event delay settlement beyond the last day of the month in which occurs the ninetieth (90th) day following the end of the payment period. During such time, the Trustee shall continue to treat the Unitrust as a charitable remainder Unitrust for all purposes. In the event that any organization to which the Unitrust corpus is to be transferred, is not an organization described in Code Section 170(c) and Section 2055 at the time when any amount is to be irrevocably transferred to such organization, then the Trustee shall transfer such amount or amounts to the remaining organization herein named that is an organization described in Code Section 170(c) and Section 2055. In the event none of said organizations, named hereunder, is an

organization described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, at the time when any amounts are to be irrevocably transferred to such organizations, the Trustee shall transfer such amount or amounts to another organization or organizations then described in Section 170(c) and Section 2055 of the Internal Revenue Code of 1954, which the Trustee, in Trustee's sole discretion, determines is consistent with the charitable motivations of the Grantor.

(g) The Grantor, during Grantor's life, by written instrument delivered to the Trustee, may, at any time, designate in lieu of or in addition to the charitable organizations named in (f) immediately above, another organization or organizations satisfying the requirements in Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code as a recipient of the remainder or a portion thereof.

(h) Additional contributions may be made to this Unitrust from time to time in cash or in kind or partly in each, by any person, provided, however, the Trustee may in Trustee's sole discretion refuse to accept any such contribution. For purposes of the taxable year of the Unitrust in which any additional contribution is made to the Unitrust:

(1) The amount which shall be paid to the Beneficiary shall be the lesser of (A) the trust income for the applicable tax year (as defined in Section 643(b) of the Internal Revenue Code of 1954 and the Regulations thereunder) and (B) seven percent (7%) multiplied by the sum of (i) the net fair market value of the Unitrust assets (excluding the assets so added and any income from, or appreciation on, such assets); and (ii) that proportion of the value of the assets so added that was excluded under (i) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the day of the Beneficiary's death bears to the number of days in the period which

begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the day of the termination of the Trust; and

(2) Where no valuation date occurs after the time of the contribution and during the taxable year in which the contribution is made, the additional property shall be valued at the time of contribution.

(i) The Trustee is prohibited from engaging in any act of self-dealing, as defined in Section 4941(d) of the Internal Revenue Code, from retaining any excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the Unitrust to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d). After the termination of the Trust and until such time as the Unitrust fund is distributed, the Trustee shall distribute the net income from the Unitrust and, to the extent necessary, such portion of the principal thereof at such time and in such manner as not to subject the Unitrust to tax under Section 4942 of the Internal Revenue Code. The purpose of the foregoing sentence is to comply with the provisions of Section 508(e), to the extent such provisions are applicable to this Unitrust.

(j) This Charitable Remainder Unitrust shall not be subject to any power to invade, alter, amend or revoke, except as herein provided.

(1) It is the Grantor's intention that the Charitable Remainder Unitrust shall qualify as a Charitable Remainder Unitrust under the applicable provisions of the Internal Revenue Code and regulations.

(2) Notwithstanding any other provisions of this Trust, the Trustee is prohibited from exercising any power or discretion in such manner as to cause the Charitable Remainder Unitrust to fail to qualify as a Charitable Remainder Unitrust as defined in Section 664(d)(2) of the Internal Revenue Code, including, but not limited to, any power or discretion which may in any

way restrict the Trustee from investing the Unitrust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Unitrust assets.

(3) This Trust shall be revocable by the action of the Grantor prior to the death of Grantor. After the death of Grantor, this Trust shall be irrevocable.

(k) The references contained herein to the Internal Revenue Code and regulations, are to the Internal Revenue Code of 1954, as amended, and as may be from time to time hereafter amended, and to the Treasury Department Regulations, as amended, and as may be from time to time hereafter published and amended.

2. Powers of Trustee. The Trustee shall act without bond and in addition to the powers, authorities, discretions and immunities now or hereafter given to the Trustee by the Texas Trust Act and any amendments thereto, the Trustee is authorized and empowered, in Trustee's sole and absolute discretion, to:

(a) Hold, as a part of the Trust Principal, any property which constituted a part of the original Trust Principal, for so long as the Trustee shall deem advisable, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by so continuing to hold any such property.

(b) Sell, without order of any Court, either at public or private sale (giving credit for more than one year and without requiring the giving of any security if, in Trustee's discretion, Trustee deems it advisable so to do), or exchange or otherwise dispose of, the whole or any portion or portions of the real or personal property which shall at any time be held hereunder by the Trustee, upon such terms and conditions as the Trustee may deem advisable.

(c) Set up, maintain and carry with any broker or securities dealer one or more margin accounts for the Trust, and purchase and carry securities on margin for or on account

of the Trust principal, and, in connection therewith, the Trustee may enter into such margin agreements as may be required by such broker or dealer.

(d) Invest, and from time to time reinvest, the Trust principal in any form of investment which the Trustee, in Trustee's sole and absolute discretion, shall determine, without restriction to investments of the nature and kind prescribed by law for the investment of trust funds, and the Trustee shall not be liable or responsible to any person or persons interested in the Trust for any depreciation in or loss of principal or income occasioned by any such investment or by the retention thereof, including any common or pooled income funds established and maintained for collective investment purposes by the Trustee.

(e) Vote, in person or by proxy, upon all stock or other securities held by it; participate in any plan of reorganization, consolidation, merger, combination, recapitalization, liquidation, or similar plan; consent to such plan and any action thereunder or any contract, lease, mortgage, purchase, sale, or other action by any corporation; deposit any property with any protective, reorganization, or similar committee and delegate discretionary powers thereto and share in the payment of its expenses and compensation; and accept and retain securities or other property under any such plan, whether or not such securities or other property shall be of the nature and kind prescribed by law for the investment of Trust funds.

(f) Determine, in any case where doubt exists under the facts or applicable law, whether any charges, expenses or disbursements incurred or paid by Trustee shall be charged against principal or income, and the extent or proportion of any such charge, expense or disbursement which is to be charged against principal or income, and the judgment and decision of the Trustee with respect thereto shall be final.

(g) Treat, in Trustee's discretion, any extraordinary dividends payable in any stock or other securities, and also

any liquidating dividends, as principal and not as income, or partly as income and partly as principal, but ordinarily dividends paid in any stock or other securities regularly by a corporation in lieu of, or in addition to, regular cash dividends, and all dividends accumulated on any preferred stock by the Trustee shall, if declared, be considered income and not principal, provided, however, that in any case where doubt exists under the facts or applicable law, the determination of the Trustee as to whether any dividend shall be apportioned or allocated in whole or in part to principal or income, and Trustee's apportionment or allocation thereof, shall be final.

(h) Settle, adjust, compromise or arbitrate any and all claims in favor of or against the Trust or any disputes or controversies in which the Trust may be interested, or abandon any such claim, and the cause of action on which it is based if Trustee, in Trustee's sole and absolute discretion, deems it advisable so to do.

(i) Retain, hire and employ agents, attorneys, custodians, accountants, investment counsel and such other persons as the Trustee may deem advisable in connection with the administration of the Trust, fix and pay the compensation of such persons and delegate to such persons such powers and authorities as the Trustee may deem advisable.

(j) Hold any property in Trustee's own name or in Trustee's name as Trustee, or in the name of nominees, with or without indicating the fiduciary character of such property.

3. In the event the Trustee, as named herein, resigns, fails to act, or is removed, then the CENTRAL NATIONAL BANK of San Angelo, Texas, or its successors, is hereby appointed as successor Trustee. The Grantor during his life, or the Beneficiary after the death of Grantor, may remove the Trustee by giving ninety (90) days written notice and appoint, as successor, any corporation organized under the laws of the United States or of any state thereof and having corporate powers and authority to administer the trust created

hereunder and which has a minimum of TEN MILLION DOLLARS capitalization.

4. Governing Law. This Trust Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Texas, which is the State where it is made and executed and where the Trust is intended to be enforced.

5. Acceptance of Trust. The Trustee hereby accepts the Trust, upon the terms and conditions herein set forth, and agrees to execute, carry out and perform the Trust in accordance with the terms and conditions of this Trust Agreement.

6. Trustee's Fee. The Board of Regents of the University of Texas System shall not be allowed or paid fees for acting as Trustee hereunder. Any successor Corporate Trustee, for its services hereunder, shall be allowed and paid the usual fees customarily charged by it for similar services in other trusts at the time such services are performed. Any Trustee shall be allowed reimbursement for all costs and expenses incurred in the management of the trust.


7. Use of Trust Principal. No portion of the Trust's assets shall be used to pay any debts, taxes or expenses of Grantor's estate.

IN WITNESS WHEREOF, the Grantor has executed this Trust Agreement the day and year first above written.



THOMAS R. HUNTER, JR.

GRANTOR

ATTEST:


BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

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

THOMAS R. HUNTER, III
INCOME TRUST

THIS TRUST AGREEMENT dated this 27th day of September, 1979, is between THOMAS R. HUNTER, JR., of Tarrant County, Texas, hereinafter referred to as the "TRUSTOR", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereafter referred to as the "TRUSTEE",

W I T N E S S E T H

WHEREAS, Trustor, Thomas R. Hunter, Jr., established the THOMAS R. HUNTER, III CHARITABLE TRUST on the 27th day of September, 1979, with the Trustee being the Board of Regents of the University of Texas System with the funding of the trust to be through the Last Will and Testament duly admitted to probate of Grantor, Thomas R. Hunter, Jr.;

WHEREAS, Trustor desires to establish this trust to receive the income from the THOMAS R. HUNTER, III CHARITABLE TRUST to manage and distribute said income as herein provided;

NOW, THEREFORE, IT IS AGREED by and among said parties that the Trustor authorizes the Trustee to, and the Trustee agrees that it will receive, hold and ultimately distribute all distributions from the THOMAS R. HUNTER, III CHARITABLE TRUST for the uses and purposes and upon the terms and conditions hereinafter provided.

I.

DISPOSITION OF TRUST INCOME AND CORPUS

1.01. No income of the trust shall be distributable during the term of this trust.

1.02. No corpus of the trust shall be distributable during the term of this trust.

1.03. All income and corpus shall be distributable to the Beneficiary, THOMAS R. HUNTER, III, on the date of termination of the THOMAS R. HUNTER, III CHARITABLE TRUST.

1.04. The Trustee, in its discretion, may loan to Thomas R. Hunter, III income or corpus of the trust on such terms and conditions as the Trustee deems advisable in order to provide for the

support, maintenance and educational welfare of the Beneficiary.

II.

TRUSTEE'S POWERS

Trustee shall have all the powers of Trustees as set forth in the Texas Trust Act, all common law powers, shall act free of any conflict of interests, shall possess all the management powers as though the Trustee were the fee owner, and shall have the following additional powers:

a. Retention of Trust Estate. To retain any property, real, personal or mixed, which may from time to time be or become a part of the Trust Estate, even though such property (by reason of its character, amount, proportion to the total Trust Estate or otherwise) would not be considered appropriate for a fiduciary apart from this provision.

b. Sales or Disposition of Trust Property. To sell, exchange, give options upon, partition, convey or otherwise dispose of, with or without covenants, including covenants of warranty of title, any property which may from time to time be or become a part of the Trust Estate, at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and conditions and for such consideration as the Trustee shall think advisable, and to transfer and convey the same free of all trusts.

c. Investment in Life Insurance or Annuities. To purchase insurance on the life of the beneficiary of this Trust or on any person in whose life such beneficiary has an insurable interest and to purchase other types of insurance or annuities for said beneficiary.

d. Additional General Investment and Management Powers. To invest, reinvest, or exchange assets for any securities and other properties, the Trustee, in its sole discretion, deems advisable. The Trustee is expressly authorized to invest in common trust funds. The Trustee shall not be limited to nor be bound or governed by Article 46 of the Texas Trust Act or any other laws, statutes or regulations of Texas, or of any other state or country, respecting investments by Trustees except to the extent that any such laws, statutes or regulations cannot be waived by Settlor.

e. Improving and Leasing Trust Property. To improve any real estate comprising a part of the Trust Estate, to demolish any buildings in whole or in part, and to erect buildings; to lease real estate or personal property on such terms as the Trustee shall think fit, including the power to make leases that may extend beyond the term of the Trust; to foreclose, extend, renew, assign, release or partially release and discharge mortgages or other liens.

f. Borrowing Money. To borrow money, and to execute promissory notes therefor, and to secure such obligations by mortgages, security devises, other liens or pledges of any property of the Trust Estate.

g. Adjustment of Claims and Suits. To prosecute or defend any suit; to renew, compromise or arbitrate any claims, including taxes, either in favor of or against the Trust Estate or the

Trustee, and any litigation; to pay claims upon such evidence as the Trustee shall think sufficient.

h. Employment of Agents. To employ such brokers, banks, custodians, investment counsel, accountants, attorneys and other agents or servants and to delegate to them such duties, rights and powers of the Trustee for such periods as the Trustee shall think fit; to pay such persons reasonable compensation out of the Trust Estate.

i. Voting Securities; Reorganizations. To vote in person or by proxy (with or without powers of substitution), any stocks or other properties having voting rights, to exercise any options, rights or privileges pertaining to any property in the Trust Estate; to participate in any merger, reorganization or consolidation affecting any part of the Trust Estate, and in connection therewith, to take any action which an individual could take with respect to property owned outright by such individual including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities of property and the payment of such amounts of money as may seem advisable in connection therewith.

j. Register Property in Name of Nominee. To hold any and all stocks, bonds, notes, mortgages or other property, real or personal, in bearer form, in the name of the Trustee, in the name of any other person, partnership or corporation, or in the name of a nominee, with or without disclosing the fiduciary relationship and the Trustee's liability shall not be increased nor decreased thereby.

k. Insurance. To insure the property of the Trust Estate against such risks as the Trustee shall think fit, such insurance to be based on market value or cost and the coverage to be full or partial as the Trustee shall think fit; to pay the premiums and to collect or adjust the losses.

l. Mineral Contracts and Sales. To execute and deliver oil, gas and other minerals, or a combination of them, leases containing such unitization or pooling agreements and other provisions as the Trustee shall think fit; to execute mineral and royalty conveyances; to purchase leases, royalties and any type of mineral interest; to execute and deliver drilling contracts and other contracts, options, division orders and other instruments necessary or desirable in engaging actively in the oil, gas and other mining business, all of the foregoing to include such terms, conditions, agreements, covenants, provisions or undertakings as the Trustee shall think fit, which instrument or instruments when so executed shall be binding on the interest of the beneficiary even though the term of such instruments may extend beyond the termination of the Trust.

m. Power to Incorporate and to Enter Partnerships. To incorporate any property in the Trust Estate and to convey such property to a corporation for all or part of its capital stock or other securities; to dissolve, merge or rearrange the capital structure of such corporation or any other corporation the securities of which comprise a part of the Trust Estate and to hold or dispose of any such property to the same effect as any other property of the Trust Estate; to act as a partner in any business which may be or become a part of the Trust Estate, and in acting as such partner any Trustee may as a Trustee act as a partner with himself as an individual.

n. Payment of Taxes and Expenses. To incur such expenses or charges in the management of the Trust Estate as the Trustee shall think fit; to render the Trust Estate for taxes and to pay taxes,

charges and governmental assessments against the Trust Estate; in anticipation of such expenses, charges, taxes and assessments, to set up any sinking funds that the Trustee shall think fit.

o. Power to Determine Income and Principal. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustee shall have full power to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what shall constitute income or net income, and what shall constitute corpus or principal, and may withhold from income such reserves for depreciation or depletion as it may deem fair and equitable. In determining such matters, the Trustee may give consideration to the provisions of Sections Twenty-six to Thirty-six, inclusive, of the Texas Trust Act, but shall not be bound by such provisions.

p. Dealing with Estates. To lend any part of the Trust funds to the representatives of Settlor's estate upon such security and for such time and at such rates of interest and upon such terms as the Trustee, in its absolute discretion, may deem proper, and to purchase from the representatives of such Estate any items of property, real or personal, for such sums and upon such terms as the Trustee may deem appropriate.

q. Commingling Multiple Trusts. If this Trust is divided into more than one Trust, then the corpus of the several Trusts may be commingled and held as one Trust or fund, with the separate Trusts having undivided interest therein.

r. Interpretation of Trust Agreement. In the interpretation and administration of this trust agreement, the singular shall include the plural, and the masculine shall include the feminine and the neuter to the extent not inconsistent with the context hereof. Except as otherwise herein provided, the powers conferred herein upon the Trustee shall not be construed as limitation of any authority conferred by law, but shall be construed as in addition thereto.

s. Accounting from Estates or Predecessor Fiduciary. To accept distribution to the Trust from the representatives of the estates of Settlers. The Trustee is authorized to require an accounting from the said representatives and may condition acceptance of such distribution upon a proper accounting. The Trustee shall incur no liability because of such accounting or the conduct of the said representatives.

t. Reliance on Business Documents. To rely upon the authenticity of affidavits, certificates, opinions of counsel, letters, notices, telegrams, cablegrams and other methods of communication in general use and usually accepted by businessmen as genuine and what they purport to be.

u. Powers Under Changed Conditions. To exercise such other powers as may be necessary or desirable in the management and control of the Trust Estate, whether the same be of like kind or character to those herein enumerated or not, in particular to enable the Trustee to act under changed conditions, the exact nature of which cannot now be foreseen.

v. Investment For Life Beneficiaries And Disregard Remaindermen. The Trustee may invest the corpus in such manner to produce the greatest income to the life beneficiary and disregard the effect therefrom to the remaindermen. The investment policy shall be of sole discretion of the Trustee.

III.

SPENDTHRIFT

No title of the trust created herein or the income therefrom shall vest in the Beneficiary; and neither the principal nor the income of the trust shall be liable for the debts of the Beneficiary, and the Beneficiary shall not have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of his interest in the trust, or the income produced thereby, prior to the actual distribution in fact by the Trustee to the Beneficiary.

IV.

TRUSTEE'S FEE

The Board of Regents of the University of Texas System shall not be allowed or paid fees for acting as Trustee hereunder. Any successor Corporate Trustee, for its services hereunder, shall be allowed and paid the usual fees customarily charged by it for similar services in other trusts at the time such services are performed. Any Trustee shall be allowed reimbursement for all costs and expenses incurred in the management of the trust.

V.

ACCOUNTING BY TRUSTEE

The Trustee shall render at least annually to the Beneficiary a statement of account of its receipts and disbursements. Within its accounting, the Trustee shall include a statement as to the net fair market value of the trust assets on the date of such accounting. The Trustee shall be responsible for the filing of all income tax returns, both state and federal, during the existence of the trust as is required by federal or state law.

VI.

RESIGNATION OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE

The Trustee acting hereunder, at any time may resign by giving ninety (90) days written notice to the Beneficiary. If the Trustee does resign or for any other reason cease to be able to act as Trustee, the CENTRAL NATIONAL BANK, San Angelo, Texas, or its successors, is hereby appointed as successor Trustee. The Beneficiary, during his lifetime, is hereby given the power to

remove the Trustee by giving ninety (90) days written notice and by appointing as successor Trustee any corporation organized under the laws of the United States or any state thereof which has corporate power and authority to administer the trust created hereunder and has a minimum capital of TEN MILLION DOLLARS (\$10,000,000.00). The Trustee, at any time, may be removed from its office as Trustee hereunder by delivery to it of a ninety (90) day written notice by the Beneficiary with the designation of successor Trustee by the Beneficiary in said notice.

VII.

TRUSTEE'S BOND

No bond shall be required of the Trustee or any successor to the Trustee hereunder.

VIII.

IRREVOCABLE

This trust is irrevocable.

IX.

SITUS

The Trust created hereunder is established by the Trustor and accepted by the Trustee under the laws of the State of Texas and all questions concerning the trust's validity, construction and administration shall be determined in accordance with the laws of the State of Texas.

X.

DEATH OF BENEFICIARY

In the event the Beneficiary should die before the termination of the trust as herein provided, upon date of termination of this trust as specified herein, any existing trust income and corpus shall be distributed to the Beneficiary's surviving living issue, per stirpes. In the event any such issue of the Beneficiary, at the time of termination, has not attained the age of twenty-one (21) years, that portion to which the Beneficiary under the age of twenty-one (21) years is to receive shall remain in trust and be administered until the issue attains age twenty-one (21) years at which time the then trust corpus and income held for the issue shall be distributed outright to the issue, in fee simple. While

held in trust for the issue, the Trustee may pay to or apply directly for the issue's benefit such sums from the net income and principal thereof as the Trustee deems it necessary or advisable to provide for the issue's proper health, support, maintenance or education. In the event the Beneficiary is deceased on the date of distribution hereof and is not survived by living issue, then on date of termination as herein provided the entire trust principal and income shall be distributed to the Beneficiary's sister, if living, and if deceased, to the Beneficiary's sister's surviving issue, per stirpes. In the event both the Beneficiary and Beneficiary's sister are deceased and neither are survived by issue, the entire trust principal and income shall be distributed to the Board of Regents of the University of Texas System for the establishment of a scholarship and loan fund at the University of Texas Medical School at Galveston, Texas.

EXECUTED on the date first above written.


THOMAS R. HUNTER, JR.


TRUSTOR

ATTEST:


BETTY ANNE THEDFORD, SECRETARY
Board of Regents of //
The University of Texas System

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

BY:


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

ELIZABETH GAIL HUNTER
INCOME TRUST

THIS TRUST AGREEMENT dated this 27th day of September, 1979, is between THOMAS R. HUNTER, JR., of Tarrant County, Texas, hereinafter referred to as the "TRUSTOR", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereafter referred to as the "TRUSTEE",

W I T N E S S E T H

WHEREAS, Trustor, Thomas R. Hunter, Jr., established the ELIZABETH GAIL HUNTER CHARITABLE TRUST on the 27th day of September, 1979, with the Trustee being the Board of Regents of the University of Texas System with the funding of the trust to be through the Last Will and Testament duly admitted to probate of Grantor, Thomas R. Hunter, Jr.;

WHEREAS, Trustor desires to establish this trust to receive the income from the ELIZABETH GAIL HUNTER CHARITABLE TRUST to manage and distribute said income as herein provided;

NOW, THEREFORE, IT IS AGREED by and among said parties that the Trustor authorizes the Trustee to, and the Trustee agrees that it will receive, hold and ultimately distribute all distributions from the ELIZABETH GAIL HUNTER CHARITABLE TRUST for the uses and purposes and upon the terms and conditions hereinafter provided.

I.

DISPOSITION OF TRUST INCOME AND CORPUS

1.01. No income of the trust shall be distributable during the term of this trust.

1.02. No corpus of the trust shall be distributable during the term of this trust.

1.03. All income and corpus shall be distributable to the Beneficiary, ELIZABETH GAIL HUNTER, on the date of termination of the ELIZABETH GAIL HUNTER CHARITABLE TRUST.

1.04. The Trustee, in its discretion, may loan to Elizabeth Gail Hunter income or corpus of the trust on such terms and conditions as the Trustee deems advisable in order to provide for the

support, maintenance and educational welfare of the Beneficiary.

II.

TRUSTEE'S POWERS

Trustee shall have all the powers of Trustees as set forth in the Texas Trust Act, all common law powers, shall act free of any conflict of interests, shall possess all the management powers as though the Trustee were the fee owner, and shall have the following additional powers:

a. Retention of Trust Estate. To retain any property, real, personal or mixed, which may from time to time be or become a part of the Trust Estate, even though such property (by reason of its character, amount, proportion to the total Trust Estate or otherwise) would not be considered appropriate for a fiduciary apart from this provision.

b. Sales or Disposition of Trust Property. To sell, exchange, give options upon, partition, convey or otherwise dispose of, with or without covenants, including covenants of warranty of title, any property which may from time to time be or become a part of the Trust Estate, at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and conditions and for such consideration as the Trustee shall think advisable, and to transfer and convey the same free of all trusts.

c. Investment in Life Insurance or Annuities. To purchase insurance on the life of the beneficiary of this Trust or on any person in whose life such beneficiary has an insurable interest and to purchase other types of insurance or annuities for said beneficiary.

d. Additional General Investment and Management Powers. To invest, reinvest, or exchange assets for any securities and other properties, the Trustee, in its sole discretion, deems advisable. The Trustee is expressly authorized to invest in common trust funds. The Trustee shall not be limited to nor be bound or governed by Article 46 of the Texas Trust Act or any other laws, statutes or regulations of Texas, or of any other state or country, respecting investments by Trustees except to the extent that any such laws, statutes or regulations cannot be waived by Settlor.

e. Improving and Leasing Trust Property. To improve any real estate comprising a part of the Trust Estate, to demolish any buildings in whole or in part, and to erect buildings; to lease real estate or personal property on such terms as the Trustee shall think fit, including the power to make leases that may extend beyond the term of the Trust; to foreclose, extend, renew, assign, release or partially release and discharge mortgages or other liens.

f. Borrowing Money. To borrow money, and to execute promissory notes therefor, and to secure such obligations by mortgages, security devises, other liens or pledges of any property of the Trust Estate.

g. Adjustment of Claims and Suits. To prosecute or defend any suit; to renew, compromise or arbitrate any claims, including taxes, either in favor of or against the Trust Estate or the

Trustee, and any litigation; to pay claims upon such evidence as the Trustee shall think sufficient.

h. Employment of Agents. To employ such brokers, banks, custodians, investment counsel, accountants, attorneys and other agents or servants and to delegate to them such duties, rights and powers of the Trustee for such periods as the Trustee shall think fit; to pay such persons reasonable compensation out of the Trust Estate.

i. Voting Securities; Reorganizations. To vote in person or by proxy (with or without powers of substitution), any stocks or other properties having voting rights, to exercise any options, rights or privileges pertaining to any property in the Trust Estate; to participate in any merger, reorganization or consolidation affecting any part of the Trust Estate, and in connection therewith, to take any action which an individual could take with respect to property owned outright by such individual including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities of property and the payment of such amounts of money as may seem advisable in connection therewith.

j. Register Property in Name of Nominee. To hold any and all stocks, bonds, notes, mortgages or other property, real or personal, in bearer form, in the name of the Trustee, in the name of any other person, partnership or corporation, or in the name of a nominee, with or without disclosing the fiduciary relationship and the Trustee's liability shall not be increased nor decreased thereby.

k. Insurance. To insure the property of the Trust Estate against such risks as the Trustee shall think fit, such insurance to be based on market value or cost and the coverage to be full or partial as the Trustee shall think fit; to pay the premiums and to collect or adjust the losses.

l. Mineral Contracts and Sales. To execute and deliver oil, gas and other minerals, or a combination of them, leases containing such unitization or pooling agreements and other provisions as the Trustee shall think fit; to execute mineral and royalty conveyances; to purchase leases, royalties and any type of mineral interest; to execute and deliver drilling contracts and other contracts, options, division orders and other instruments necessary or desirable in engaging actively in the oil, gas and other mining business, all of the foregoing to include such terms, conditions, agreements, covenants, provisions or undertakings as the Trustee shall think fit, which instrument or instruments when so executed shall be binding on the interest of the beneficiary even though the term of such instruments may extend beyond the termination of the Trust.

m. Power to Incorporate and to Enter Partnerships. To incorporate any property in the Trust Estate and to convey such property to a corporation for all or part of its capital stock or other securities; to dissolve, merge or rearrange the capital structure of such corporation or any other corporation the securities of which comprise a part of the Trust Estate and to hold or dispose of any such property to the same effect as any other property of the Trust Estate; to act as a partner in any business which may be or become a part of the Trust Estate, and in acting as such partner any Trustee may as a Trustee act as a partner with himself as an individual.

n. Payment of Taxes and Expenses. To incur such expenses or charges in the management of the Trust Estate as the Trustee shall think fit; to render the Trust Estate for taxes and to pay taxes,

charges and governmental assessments against the Trust Estate; in anticipation of such expenses, charges, taxes and assessments, to set up any sinking funds that the Trustee shall think fit.

o. Power to Determine Income and Principal. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustee shall have full power to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what shall constitute income or net income, and what shall constitute corpus or principal, and may withhold from income such reserves for depreciation or depletion as it may deem fair and equitable. In determining such matters, the Trustee may give consideration to the provisions of Sections Twenty-six to Thirty-six, inclusive, of the Texas Trust Act, but shall not be bound by such provisions.

p. Dealing with Estates. To lend any part of the Trust funds to the representatives of Settlor's estate upon such security and for such time and at such rates of interest and upon such terms as the Trustee, in its absolute discretion, may deem proper, and to purchase from the representatives of such Estate any items of property, real or personal, for such sums and upon such terms as the Trustee may deem appropriate.

q. Commingling Multiple Trusts. If this Trust is divided into more than one Trust, then the corpus of the several Trusts may be commingled and held as one Trust or fund, with the separate Trusts having undivided interest therein.

r. Interpretation of Trust Agreement. In the interpretation and administration of this trust agreement, the singular shall include the plural, and the masculine shall include the feminine and the neuter to the extent not inconsistent with the context hereof. Except as otherwise herein provided, the powers conferred herein upon the Trustee shall not be construed as limitation of any authority conferred by law, but shall be construed as in addition thereto.

s. Accounting from Estates or Predecessor Fiduciary. To accept distribution to the Trust from the representatives of the estates of Settlers. The Trustee is authorized to require an accounting from the said representatives and may condition acceptance of such distribution upon a proper accounting. The Trustee shall incur no liability because of such accounting or the conduct of the said representatives.

t. Reliance on Business Documents. To rely upon the authenticity of affidavits, certificates, opinions of counsel, letters, notices, telegrams, cablegrams and other methods of communication in general use and usually accepted by businessmen as genuine and what they purport to be.

u. Powers Under Changed Conditions. To exercise such other powers as may be necessary or desirable in the management and control of the Trust Estate, whether the same be of like kind or character to those herein enumerated or not, in particular to enable the Trustee to act under changed conditions, the exact nature of which cannot now be foreseen.

v. Investment For Life Beneficiaries And Disregard Remaindermen. The Trustee may invest the corpus in such manner to produce the greatest income to the life beneficiary and disregard the effect therefrom to the remaindermen. The investment policy shall be of sole discretion of the Trustee.

III.

SPENDTHRIFT

No title of the trust created herein or the income therefrom shall vest in the Beneficiary; and neither the principal nor the income of the trust shall be liable for the debts of the Beneficiary, and the Beneficiary shall not have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of her interest in the trust, or the income produced thereby, prior to the actual distribution in fact by the Trustee to the Beneficiary.

IV.

TRUSTEE'S FEE

The Board of Regents of the University of Texas System shall not be allowed or paid fees for acting as Trustee hereunder. Any successor Corporate Trustee, for its services hereunder, shall be allowed and paid the usual fees customarily charged by it for similar services in other trusts at the time such services are performed. Any Trustee shall be allowed reimbursement for all costs and expenses incurred in the management of the trust.

V.

ACCOUNTING BY TRUSTEE

The Trustee shall render at least annually to the Beneficiary a statement of account of its receipts and disbursements. Within its accounting, the Trustee shall include a statement as to the net fair market value of the trust assets on the date of such accounting. The Trustee shall be responsible for the filing of all income tax returns, both state and federal, during the existence of the trust as is required by federal or state law.

VI.

RESIGNATION OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE

The Trustee acting hereunder, at any time may resign by giving ninety (90) days written notice to the Beneficiary. If the Trustee does resign or for any other reason cease to be able to act as Trustee, the CENTRAL NATIONAL BANK, San Angelo, Texas, or its successors, is hereby appointed as successor Trustee. The

Beneficiary, during her lifetime, is hereby given the power to remove the Trustee by giving ninety (90) days written notice and by appointing as successor Trustee any corporation organized under the laws of the United States or any state thereof which has corporate power and authority to administer the trust created hereunder and has a minimum capital of TEN MILLION DOLLARS (\$10,000,000.00). The Trustee, at any time, may be removed from its office as Trustee hereunder by delivery to it of a ninety (90) day written notice by the Beneficiary with the designation of successor Trustee by the Beneficiary in said notice.

VII.

TRUSTEE'S BOND

No bond shall be required of the Trustee or any successor to the Trustee hereunder.

VIII.

IRREVOCABLE

This trust is irrevocable.

IX.

SITUS

The Trust created hereunder is established by the Trustor and accepted by the Trustee under the laws of the State of Texas and all questions concerning the trust's validity, construction and administration shall be determined in accordance with the laws of the State of Texas.

X.

DEATH OF BENEFICIARY

In the event the Beneficiary should die before the termination of the trust as herein provided, upon date of termination of this trust as specified herein, any existing trust income and corpus shall be distributed to the Beneficiary's surviving living issue, per stirpes. In the event any such issue of the Beneficiary, at the time of termination, has not attained the age of twenty-one (21) years, that portion to which the Beneficiary under the age of twenty-one (21) years is to receive shall remain in trust and be administered until the issue attains age twenty-one (21) years at which time the then trust corpus and income held for the issue shall be distributed outright to the issue, in fee simple. While

held in trust for the issue, the Trustee may pay to or apply directly for the issue's benefit such sums from the net income and principal thereof as the Trustee deems it necessary or advisable to provide for the issue's proper health, support, maintenance or education. In the event the Beneficiary is deceased on the date of distribution hereof and is not survived by living issue, then on date of termination as herein provided the entire trust principal and income shall be distributed to the Beneficiary's brother, if living, and if deceased, to the Beneficiary's brother's surviving issue, per stirpes. In the event both the Beneficiary and Beneficiary's brother are deceased and neither are survived by issue, the entire trust principal and income shall be distributed to the Board of Regents of the University of Texas System for the establishment of a scholarship and loan fund at the University of Texas Medical School at Galveston, Texas.


EXECUTED on the date first above written.


THOMAS R. HUNTER, JR.

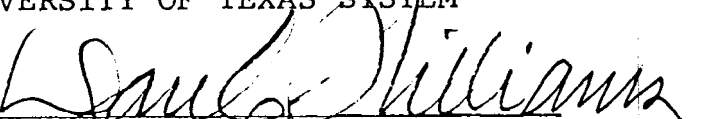
TRUSTOR

ATTEST:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM


BETTY ANNE THEDFORD, SECRETARY
Board of Regents of
The University of Texas System

BY:


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

2. U. T. System (Longevity Pay - H.B. 454, 66th Leg., R.S., 1979), U. T. Arlington, U. T. Austin, U. T. El Paso, U. T. San Antonio, Dallas Health Science Center (Dallas Southwestern Medical School), Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston School of Public Health, San Antonio Health Science Center and its San Antonio Medical School and San Antonio Dental School, and University Cancer Center: Amendments to the 1979-80 Budget (1-B-80 and 2-B-80). --

RECOMMENDATION

It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that their respective 1979-80 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System, Pages SAC 45-46
- The University of Texas at Arlington, Pages SAC 47-48
- The University of Texas at Austin, Pages SAC 49-55
- The University of Texas at El Paso, Page SAC 56
- The University of Texas at San Antonio, Page SAC 56
- The University of Texas Health Science Center at Dallas (Dallas Southwestern Medical School), Pages SAC 57-58
- The University of Texas Medical Branch at Galveston (Galveston Medical School), Pages SAC 59-60
- The University of Texas Health Science Center at Houston and its Houston Medical School and Houston School of Public Health, Pages SAC 60-61
- The University of Texas Health Science Center at San Antonio and its San Antonio Medical School and San Antonio Dental School, Pages SAC 62-63
- The University of Texas System Cancer Center, Page SAC 63

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

LONGEVITY PAY FOR UNIVERSITY OF TEXAS SYSTEM EMPLOYEES - 1979-80 BUDGET

At the July 25-26, 1979 meeting, the Board of Regents adopted a policy that the longevity payment rate for The University of Texas System will be \$4.00 per month for each year of service as an employee of the state up to and including 25 years of service with such longevity pay to commence at the end of the fifth year of service and be increased at the end of each five years thereafter. (Permanent Minutes, Volume XXVI, Page 4033.)

The Sixty-Sixth Legislature passed H. B. 454 authorizing payment of longevity pay to a maximum of \$4.00 per month on the basis of the recommendation outlined above. The amount of funds appropriated by the Sixty-Sixth Legislature will cover only approximately three-fourths of the cost for employees whose salaries are paid from the General Revenue fund. Funds to cover the cost that is not provided by state appropriations will be taken from the funds that pay the employees' salaries.

As specified in H. B. 454, longevity pay for employees in a state institution of higher education applies only to "full-time nonacademic employees."

The following schedule sets forth by institution and by source of funds, the estimated costs of longevity pay applicable to the 1979-80 Operating Budgets, effective September 1, 1979.

THE UNIVERSITY OF TEXAS SYSTEM
ESTIMATED EXPENDITURES FOR LONGEVITY PAY
1979-80 BUDGET - ALL FUNDS

	General Revenue Fund	Other Educational and General Funds	Auxiliary Enterprise Funds	Gifts, Grants, Designated and Other Funds	Sponsored Research and Services	Total
System Administration	\$ 21,423	\$ 7,141	\$ -	\$ 30,956	\$ -	\$ 59,520
West Texas Lands:						
Expenses of Revenue-Bearing Property	-	25,260	-	-	-	25,260
U. T. Arlington	85,724	28,574	27,924	10,998	-	153,220
U. T. Austin	562,500	327,500(a)	162,961	185,576	204,313	1,442,850
U. T. Dallas	24,944	8,314	2,740	3,940	15,662	55,600
U. T. El Paso	82,440	27,480	29,520	240	5,760	145,440
U. T. Permian Basin	5,606	1,869	1,147	-	-	8,622
U. T. San Antonio	18,720	6,240	960	2,160	2,640	30,720
U. T. Tyler	9,060	3,020	240	-	-	12,320
U. T. Institute of Texan Cultures	10,320	3,440	-	760	-	14,520
Dallas Health Science Center	89,133	29,711	1,394	56,710	41,492	218,440
Galveston Medical Branch (including Sealy & Smith Foundation Hospitals)	630,000	210,000	2,000	55,500	31,500	929,000
Houston Health Science Center	97,500	32,500	1,000	10,800	10,200	152,000
San Antonio Health Science Center	123,750	41,250	2,000	38,000	40,000	245,000
University Cancer Center	310,410	103,470	14,840	27,940	53,320	509,980
Tyler Health Center	<u>97,500</u>	<u>32,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>130,000</u>
 TOTAL - The University of Texas System	 <u>\$2,169,030</u>	 <u>\$ 888,269</u>	 <u>\$ 246,726</u>	 <u>\$ 423,580</u>	 <u>\$ 404,887</u>	 <u>\$4,132,492</u>

(a) Includes \$140,000 from the Available Fund.

THE UNIVERSITY OF TEXAS AT ARLINGTON

1979-80 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1.	Peggie J. Mazziotta News and Information Service Salary Rate 1979-80 Original Budget	Photographer II \$12,576 (1978-79) \$13,212	Photographer II \$15,108	9-1-79
2.	John S. Robottom Office of the Dean of Engineering Salary Rate	Assistant to the Dean (1/2 T) \$21,500 (1978-79)	Assistant to the Dean (1/2 T) \$24,000	9-1-79
3.	Ruth Metcalf Library Salary Rate 1979-80 Original Budget Source of Funds: Unallocated Salaries	Professional Librarian \$11,000 (1978-79) \$12,650	Professional Librarian \$14,300	9-1-79
4.	Norman L. Weaver Data Processing Salary Rate 1979-80 Original Budget Source of Funds: Unallocated Salaries	Director \$25,850 (1978-79) \$27,300	Director \$28,500	9-1-79
5.	Harben G. Horner Data Processing Salary Rate 1979-80 Original Budget Source of Funds: Unallocated Salaries	Supervisor, Programming Service \$18,900 (1978-79) \$21,000	Supervisor, Programming Service \$22,500	9-1-79

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THE UNIVERSITY OF TEXAS AT ARLINGTON
(Continued)

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Marc A. Vernon Data Processing Salary Rate 1979-80 Original Budget Source of Funds: Unallocated Salaries	Systems Analyst II \$15,900 (1978-79) \$16,716	Systems Analyst II \$19,764	9-1-79
7.	Dennis L. Thompson Data Processing Salary Rate 1979-80 Original Budget Source of Funds: Unallocated Salaries	Computer Programmer II \$15,900 (1978-79) \$16,716	Computer Programmer II \$18,480	9-1-79
8.	Julie Ann White Academic Computing Service Salary Rate 1979-80 Original Budget Source of Funds: Transfer from Departmental Maintenance and Operation Account	Computer Programmer I \$11,772 (1978-79) \$12,792	Computer Programmer I \$15,624	9-1-79
9.	Plant Funds Transfer of Funds Amount of Transfer	From: Plant Funds - Minor Improvements Account \$65,000	To: Multi-Purpose Athletic Facility - Allotment Account (Project 301-364) \$65,000	9-1-79

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THE UNIVERSITY OF TEXAS AT AUSTIN

(Effective Dates for All Salary Increases: September 1, 1979)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>
<u>Item</u>		<u>No.</u>	<u>1978-79</u>	<u>Original</u>
<u>No.</u>	<u>Name</u>	<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>
				<u>Salary</u>
				<u>Rate</u>
	Office of the President			
	Assistant to the President			
1.	Joyce E. Moos	12	\$ 20,000	\$ 22,000
	Office of Vice President for			
	Academic Affairs			
	Associate Vice President for			
	Academic Affairs			
2.	Kenneth W. Tolo	12	35,000	35,000
	Budget Office; Office of the			
	President			
	Budget Officer			
3.	Mary A. Guyon	12	33,000	34,700
	Office of Dean of Students			
	Coordinator			
4.	Richard L. Heller	12	16,544	17,500
	School of Architecture			
	Adjunct Assistant Professor			
5.	David F. Smith	9	12,000	---
	Lecturer			
6.	William Connor (1/3T)	9	15,800	---
	Astronomy			
	Assistant Professor			
7.	Mary K. Hemerway (2/5T)	9	12,000	---
	Research Scientist			
8.	Laurence M. Trafton	12	30,089	---
	Source of Funds: NASA Grant			
	Geological Sciences			
	Assistant Professor			
9.	Michael A. Jordan	9	14,000	---
	Mathematics			
	Research Scientist			
10.	Donald I. Good	12	30,540	---
	Source of Funds: Institute for			
	Computer Science and Computer			
	Applications-ADA Contract			
	Zoology			
	Research Scientist Associate V			
11.	Wilmer W. Averhoff	12	22,224	---
	Source of Funds: U.S. Department			
	of Agriculture Screworm Research			
	Contract			
	General Business			
	Instructor			
12.	Kirsten A. Dodge	9	13,100	---
	Petroleum Engineering			
	Research Engineer Associate IV			
13.	Kamy Sepehrnoori	12	18,804	---
	Source of Funds: Department of			
	Energy Contract			
	Drama			
	Specialist			
14.	Yacov Sharir (1/2 T)	9	10,000	---

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>
<u>Item</u>	<u>Name</u>	<u>No.</u>	<u>1978-79</u>	<u>Original</u>
<u>No.</u>		<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>
			<u>Budget</u>	<u>Salary</u>
				<u>Rate</u>
School of Law				
Source of Funds for Salary Increases:				
Transfer from Unallocated Faculty Salaries - \$84,900				
Transfer from Unallocated Classified Salaries - \$48,500				
	Professor (Tenure)			
15.	Barbara B. Aldave	9	33,400	35,400
16.	David A. Anderson	9	30,500	32,500
17.	Hans W. Baade	9	43,000	44,500
18.	Richard V. Barndt	9	30,000	32,000
19.	Thomas Buergenthal	9	41,500	41,500
20.	Edward R. Cohen	9	35,000	39,000
21.	Robert O. Dawson	9	39,000	41,000
22.	George E. Dix	9	36,000	38,000
23.	Joseph M. Dodge	9	33,000	34,300
24.	Parker C. Fielder	9	43,000	44,500
25.	David B. Filvaroff	9	39,500	41,500
26.	Lino A. Graglia	9	38,950	44,000
27.	Robert W. Hamilton	9	43,000	44,500
28.	Stanley M. Johanson	9	43,000	44,500
29.	William O. Huie	9	43,000	44,500
30.	Corwin W. Johnson	9	43,000	44,500
31.	J. Leon Lebowitz	9	37,000	39,000
32.	Robert C. Means	9	35,000	39,000
33.	Roy M. Mersky (1/3T)	9	35,000	35,895
34.	Lucas A. Powe, Jr.	9	34,500	37,500
35.	William C. Powers, Jr.	9	28,338	31,500
36.	Alan S. Rau	9	32,300	34,500
37.	David W. Robertson	9	41,500	43,500
38.	Michael P. Rosenthal	9	37,500	39,500
39.	John J. Sampson	9	34,000	36,000
40.	Maurice M. Sharlot	9	38,000	41,000
41.	Gary J. Simson	9	27,500	27,500
42.	Ernest E. Smith	9	37,500	41,000
43.	James M. Treece (Temporary Marrs McLean Professor)	9	36,966	43,500
44.	Bernard J. Ward	9	43,000	44,500
45.	Russell J. Weintraub (On Leave of Absence)	9	43,000	(43,000)
46.	Olin G. Wellborn	9	28,338	31,500
47.	Jerre S. Williams	9	43,000	44,500
48.	Joseph Witherspoon, Jr.	9	39,500	41,500

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>
<u>Item</u>		<u>No.</u>	<u>1978-79</u>	<u>Original</u>
<u>No.</u>	<u>Name</u>	<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>
				<u>Salary</u>
				<u>Rate</u>
School of Law				
Professor (Tenure)(Continued)				
49.	M. K. Woodward	9	\$ 43,000	\$ 44,500
50.	Charles A. Wright	9	46,000	47,500
Associate Professor (Tenure)				
51.	Michael J. Churgin	9	28,000	30,000
Assistant Professor				
52.	Phillip C. Bobbitt	9	25,700	27,700
53.	Steven J. Goode (1/2T)	9	23,700	27,200
54.	Inga Markovits	9	31,700	34,500
Lecturer				
55.	Joseph P. Hazel	9	30,500	32,500
56.	William P. Allison (2/5T)	9	16,000	---
57.	Kenneth E. Houp, Jr. (2/5T)	9	19,200	---
58.	Hugh S. Lowe (2/5T)	9	18,800	---
Adjunct Professor				
59.	Francis J. Maloney, Jr. (3/10T)	9	18,216	---
60.	Woodrow W. Patterson (17.75%T)	9	23,128	---
Dean and Professor (Tenure)				
61.	John F. Sutton, Jr.	9	43,000	44,500
	Total Salary	12		59,000
Associate Dean and Professor (Tenure)				
62.	William W. Gibson, Jr.	9	39,500	41,500
63.	Mark G. Yudof	9	37,000	43,000
Library-Humanities Research Center				
Professional Librarian				
64.	Sally S. Leach	12	18,693	19,646
Physical Plant-Grounds Maintenance				
Horticulturist				
65.	Thomas W. Dew	12	12,576	13,212
Bureau of Economic Geology				
Associate Director				
66.	Leonard F. Brown, Jr.	12	36,750	39,200
67.	Willem C. J. van Rensburg	12	34,000	35,400
	Source of Funds(Items 66 & 67):			
	General Budget and Contract Funds			
Research Scientist				
68.	William E. Galloway	12	26,400	27,800
69.	Clara L. Ho	12	28,875	---
70.	David K. Hobday (Paid from	12	25,000	---
	Contract Funds)			27,800
71.	Charles W. Kreitler	12	25,800	27,500
72.	Robert A. Morton	12	26,400	28,100
Research Scientist Associate V				
73.	Alvin R. Gregory	12	27,156	---
	Source of Funds: Contract Funds			30,516

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>
<u>Item</u>		<u>No.</u>	<u>1978-79</u>	<u>Original</u>
<u>No.</u>	<u>Name</u>	<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>
				<u>Salary</u>
				<u>Rate</u>
	Bureau of Economic Geology (Continued)			
	Research Scientist Associate IV			
74.	C. Robertson Handford	12	\$ 19,440	\$ ---
	Source of Funds: Contract Funds			\$ 22,584
	Research Scientist Associate II			
75.	Marianne G. Dodge	12	15,900	---
	Marine Science Institute - Port Aransas			
	Research Engineer (Non-faculty)			
76.	Ludovic Van Hemelryck	12	33,047	---
	Source of Funds: Current Restricted-Caesar Kleberg Grant for Mariculture Developmental Engineering			35,908
	Research Scientist (Non-faculty)			
77.	Richard S. Scalan	12	28,952	30,429
	Sources of Funds: General Budget, Revolving, and NSF Grant Funds			31,461
	Research and Development Center for Teacher Education			
	Project Director			
78.	Gene E. Hall	12	32,100	---
	Source of Funds: U.S. Office of Education Contract			34,884
	Research Scientist			
79.	Susan F. Loucks	12	21,492	---
	Source of Funds: U.S. Office of Education Contract			24,156
	Program in Community College Education			
	Project Director			
80.	Suanne D. Roueche	12	20,000	---
	Source of Funds: HEW-NIE Project			23,500
	Resource Center on Child Abuse and Neglect			
	Project Director			
81.	Rosalie P. N. Anderson	12	23,000	---
	Source of Funds: HEW-Office of Human Development Grant			25,500
	Fusion Research Center			
	Assistant Director			
82.	David F. Brower	12	53,000	---
83.	David W. Ross	12	40,000	---
	Research Program Manager			
84.	Alan B. Macmahon	12	33,900	---
	Research Engineer			
85.	George L. Cardwell, III	12	30,900	---
86.	Paul Wildi	12	44,700	---
	Research Scientist			
87.	Richard D. Hazeltine	12	34,800	---
88.	Alan A. Ware	12	49,700	---
				52,800

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>
<u>Item</u>	<u>Name</u>	<u>No.</u>	<u>1978-79</u>	<u>Original</u>
<u>No.</u>		<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>
				<u>Salary</u>
				<u>Rate</u>
Fusion Research Center				
Research Scientist (Continued)				
89.	Jiri Jancarik	12	\$ 35,400	\$ ---
	Sources of Funds:			
	Items 82 through 88: U.S.			
	Department of Energy Contracts			
	Item 89: Texas Atomic Energy			
	Research Foundation			
				\$ 38,000
Applied Research Laboratories				
(Government Contract-Payroll				
Clearing Account Funds)				
Associate Director and Research				
Scientist				
90.	Loyd D. Hampton	12	38,000	40,000
	Associate Director			
91.	Reuben H. Wallace	12	38,000	40,000
	Special Research Associate			
92.	Hollis C. Boehme	12	32,100	33,732
93.	Garland R. Barnard	12	37,944	39,876
94.	Lewie M. Barber	12	30,024	31,560
95.	Dudley D. Baker, III	12	35,484	37,296
96.	Harlan G. Frey	12	33,192	34,884
97.	Marshall E. Frazer	12	29,040	30,516
98.	Glen E. Ellis	12	35,484	37,296
99.	Jerry V. Kahlbau	12	33,192	34,884
100.	Thomas G. Muir, Jr.	12	32,100	33,732
101.	Robert H. Stokes	12	30,024	31,560
102.	James J. Truchard	12	29,040	30,516
103.	Joseph F. Willman	12	35,484	37,296
104.	Charles L. Wood	12	35,484	37,296
	Research Engineer Associate V			
105.	Lea W. Ashby	12	26,268	27,612
106.	Raymond W. Bohls, Jr.	12	23,760	24,972
107.	Gayle E. English	12	26,268	27,612
108.	Robert A. Gammill, Jr.	12	30,024	31,560
109.	James G. Pruitt	12	23,760	24,972
110.	Jack A. Shooter	12	25,404	26,700
	Research Scientist Associate IV			
111.	Nancy R. Bedford	12	21,492	22,584
112.	John J. Lemmon	12	20,784	21,840
113.	Paul J. Vidmar	12	21,492	22,584
	Research Engineer Associate IV			
114.	Clark S. Penrod	12	22,224	23,352

THE UNIVERSITY OF TEXAS AT AUSTIN
(Continued)

<u>1979-80 BUDGET</u>		<u>Present Salary Rate</u>		<u>Proposed</u>	
<u>Item</u>	<u>Name</u>	<u>No.</u>	<u>1978-79</u>	<u>Original</u>	
<u>No.</u>		<u>Mos.</u>	<u>Budget</u>	<u>1979-80</u>	
				<u>Salary</u>	
				<u>Rate</u>	
	Electrical Engineering Research Laboratory				
115.	Research Engineer Wolfhard J. Vogel Source of Funds: Government Contract - Payroll Clearing Account	12	\$ 20,788	\$ 23,357	\$ 24,972
	Center for Electromechanics				
116.	Research Engineer William F. Weldon Source of Funds: Government Contract - Payroll Clearing Account	12	35,000	---	38,000
117.	Research Engineer Associate V William L. Bird, Jr. Source of Funds: Government Contract - Payroll Clearing Account	12	23,760	---	26,700
	Auxiliary Enterprises - Intercollegiate Athletics for Men, and Intercollegiate Athletics for Women				
118.	Strength Coach Dana LeDuc	12	12,500	13,578	18,500
	Intercollegiate Athletics for Women				
119.	Academic Advisor and Director of Special Events Sheila D. Rice	12	15,000	15,765	17,500
	Auxiliary Enterprises - Division of Housing and Food Service - Jester Center Halls				
120.	Transfer of Funds From: Division of Housing and Food Service Unappropriated Balance To: Jester Center Halls - Other Expenses Amount of Transfer - \$25,000 Effective Date - 9/1/79				
	Bureau of Economic Geology				
121.	Associate Director Edmund G. Wermund, Jr. Source of Funds: General Budget and Contract Funds	12	34,500	36,800	38,300

THE UNIVERSITY OF TEXAS AT AUSTIN

1979-80 BUDGET

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
122.	Earle F. McBride (Tenure) Geological Sciences Total Salary (9 mos.) Academic Rate Source of Funds: Unallocated Salaries and Geology Foundation	Professor \$32,800 \$32,800	Professor \$38,800 \$35,500	10-1-79
123.	Virgil Barnes Bureau of Economic Geology Salary Rate	Research Scientist (1/3T) \$30,000 (1978-79)	Research Scientist (1/3T) \$35,000	9-1-79
124.	Miroslaw Malek Electrical Engineering Academic Rate Source of Funds: Departmental Salaries and Dean's Reserve	Assistant Professor \$18,000 (1978-79)	Assistant Professor \$21,000	9-1-79
125.	C. Delton Simmons University of Texas Press (Auxiliary Enterprise) Salary Rate	Marketing Manager \$19,444	Marketing Manager \$22,500	10-1-79
126.	Auxiliary Enterprises-Intercollegiate Athletics for Men Transfer of Funds Amount of Transfer	From: Intercollegiate Athletics for Men Unappropriated Balance- Reserve for Installation of Synthetic Surfaces \$80,000	To: Repair Project-Resurfacing Portion of Disch-Falk Field \$80,000	10-1-79

THE UNIVERSITY OF TEXAS AT EL PASO

1979-80 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1.	Leslie Ullman English Academic Rate	Visiting Associate Professor (1/3 T) \$18,000 (1978-79)	Visiting Associate Professor (3/4 T) \$21,333	9-1-79
2.	Plant Funds Transfer of Funds Amount of Transfer	From: Plant Funds Unappropriated Balance \$110,000	To: Plant Funds Project - Minor Repairs to Building Roofs \$110,000	9-1-79

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1979-80 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1.	Patricia L. Burr (Tenure) College of Business - Division of Management and Marketing Academic Rate 1979-80 Original Budget	Associate Professor \$17,300 (1978-79) \$18,600	Associate Professor \$20,000	9-1-79
2.	Marjorie Smelstor College of Humanities and Social Sciences - Division of English, Classics, and Philosophy Academic Rate 1979-80 Original Budget	Assistant Professor \$15,450 (1978-79) \$17,050	Assistant Professor \$18,000	9-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1979-80 BUDGET

Item No.	Explanation	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
<u>Dallas Southwestern Medical School</u>								
1.	Daniel W. Foster (Tenure) Internal Medicine Professor Source of Funds: MSRDP	\$ 56,650	\$ 9,350	\$ 66,000	\$ 56,650	\$ 18,350	\$ 75,000	10-1-79
2.	Daniel A. Norman Internal Medicine Assistant Professor Source of Funds: NIH Grant	\$ 37,000	---	\$ 37,000	\$ 42,000	---	\$ 42,000	10-1-79
3.	Thomas M. Rogoff Internal Medicine Assistant Professor Source of Funds: NIH Grant	\$ 38,500	---	\$ 38,500	\$ 44,000	---	\$ 44,000	10-1-79
4.	James M. Lipton (Tenure) Physiology and Neurology Professor Source of Funds: Unallocated Salaries and NIH Grant	\$ 33,752	\$ 2,048	\$ 35,800	\$ 37,952	\$ 2,048	\$ 40,000	10-1-79
5.	Ladislav Krulich (Tenure) Physiology Professor Source of Funds: Unallocated Salaries and NIH Grant	\$ 34,500	---	\$ 34,500	\$ 40,000	---	\$ 40,000	10-1-79

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

1979-80 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u>								
6.	Andres Negro-Vilar (Tenure) Physiology Associate Professor Source of Funds: Unallocated Salaries and NIH Grant	\$ 26,900	---	\$ 26,900	\$ 34,000	---	\$ 34,000	10-1-79
7.	Sergio R. Ojeda (Tenure) Physiology Associate Professor Source of Funds: NIH Grant	\$ 27,500	---	\$ 27,500	\$ 30,500	---	\$ 30,500	10-1-79
8.	Robert Lovitt Psychiatry Associate Professor Source of Funds: NIH Grant	\$ 25,400	\$ 6,900	\$ 32,300	\$ 34,400	\$ 2,900	\$ 37,300	10-1-79
9.	John L. Hunt (Tenure) Surgery Associate Professor and Assistant Coordinator of the Regional Burn Center Source of Funds: Unallocated Salaries and MSRDP	\$ 41,900	\$ 20,500	\$ 62,400	\$ 46,500	\$ 22,900	\$ 69,400	10-1-79

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1979-80 BUDGET

Item No.	Explanation	1978-79 Budget Present Status			1979-80 Budget Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
1.	Robert N. Stevenson Psychiatry and Behavioral Sciences Assistant Professor 1979-80 Original Budget Source of Funds: MSRDP	\$27,000	\$ 8,000	\$35,000	\$30,000 30,000	\$15,000 10,000	\$45,000 40,000	9-1-79
2.	Patricia Gallagher Pharmacology Assistant Professor 1979-80 Original Budget	21,000	---	21,000	24,000 22,100	---	24,000 22,100	9-1-79
3.	Benjamin L. Allen, Jr. (Tenure) Surgery Associate Professor 1979-80 Original Budget	45,900	22,800	68,700	49,400 46,000	24,600 24,600	74,000 70,600	9-1-79
4.	Donald H. Parks Surgery Assistant Professor 1979-80 Original Budget	36,150	16,850	53,000	37,700 36,700	18,300 18,300	56,000 55,000	9-1-79
5.	Joel D. Bessman Internal Medicine Assistant Professor Source of Funds: Departmental Salaries and MSRDP	\$ 32,000	<u>1978-79 Budget</u> \$ 5,000	\$ 37,000	\$ 37,000	\$ 7,000	\$ 44,000	9-1-79

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1979-80 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
6.	Melvyn W. Flye, Jr. Surgery and Microbiology Assistant Professor Source of Funds: Departmental Salaries and MSRDP	\$ 34,700	\$ 17,300	\$ 52,000	\$ 36,667	\$ 18,333	\$ 55,000	10-1-79
7.	Ronney L. Ferguson Surgery Assistant Professor Source of Funds: Departmental Salaries and MSRDP	\$ 32,100	\$ 16,000	\$ 48,100	\$ 34,668	\$ 17,332	\$ 52,000	10-1-79

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Auxiliary Enterprise - Various Transfer of Funds	From: Unappropriated Balances via Estimated Income - Health Science Center	To: Health Science Center	
		Bookstore \$ 2,500	Bookstore - Utilities \$ 2,500	
		Dental Branch Equipment and Sales 2,000	Dental Branch Equipment and Sales-Utilities 2,000	
		Food Service 5,000	Food Service-Utilities 5,000	
		Recreation Center 12,000	Recreation Center-Utilities 12,000	
	Amount of Transfer	\$ 21,500	\$ 21,500	10-1-79

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1979-80 BUDGET

Item No.	Explanation	1978-79 Budget Present Status			1979-80 Budget Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School</u>								
2.	Kenneth L. Gould (Tenure) Internal Medicine - Cardiology Professor (80% T) Source of Funds: Departmental Salaries and MSRDP	\$51,500	\$25,500	\$77,000	\$56,000	\$28,000	\$84,000	9-1-79
3.	Baldwin H. Tom Surgery - General Assistant Professor 1979-80 Original Budget Source of Funds: Research Career Development Award	27,000	---	27,000	30,300 28,400	---	30,300 28,400	9-1-79
4.	Carl M. Sandler Radiology Assistant Professor Source of Funds: Transfer from Departmental Maintenance and Operation Account and MSRDP	\$ 34,400	\$ 18,000	\$ 52,400	\$ 38,400	\$ 19,200	\$ 57,600	10-1-79
5.	Barry D. Toombs Radiology Assistant Professor Source of Funds: Transfer from Departmental Maintenance and Operation Account and MSRDP	\$ 32,100	\$ 16,000	\$ 48,100	\$ 35,300	\$ 17,600	\$ 52,900	10-1-79
<u>Houston School of Public Health</u>								
6.	Pamela M. Berger Administrative Sciences Faculty Associate Source of Funds: HEW Grant	\$ 17,900	---	\$ 17,900	\$ 20,500	---	\$ 20,500	10-1-79

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1979-80 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
1.	John H. Littlefield Office of Instructional Development Evaluation Specialist Source of Funds: Unallocated Salaries	\$ 25,200	---	\$ 25,200	\$ 27,700	---	\$ 27,700	10-1-79
	<u>San Antonio Medical School</u>							
2.	James F. Collins Medicine Assistant Professor (37.5% T) 1979-80 Original Budget (87.5% T) Source of Funds: DHEW Grant	\$34,300	\$ ---	\$34,300	\$37,768 30,699	\$ --- ---	\$37,768 30,699	9-1-79
3.	Jean E. Holt Ophthalmology Assistant Professor (12.5% T) 1979-80 Original Budget (12.5%) Source of Funds: Unallocated Salaries and MSRDP	\$33,800	\$ 500	\$34,300	\$41,200 30,000	\$ 3,942 1,400	\$45,142 31,400	9-1-79
4.	Johnnie G. Fisher Psychiatry Assistant Professor 1979-80 Original Budget Source of Funds: Unallocated Salaries and MSRDP	35,750	3,350	39,100	39,800 37,400	5,200 2,800	45,000 40,200	9-1-79

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1979-80 BUDGET

Item No.	Explanation	1978-79 Budget Present Status			1979-80 Budget Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
5.	Fred G. Corley Surgery Assistant Professor (1/2 T) 1979-80 Original Budget Source of Funds: Unallocated Salaries and MSRDP	31,000	11,900	42,900	33,300 31,000	12,900 11,900	46,200 42,900	9-1-79
6.	Malcolm D. Orr (Tenure) Anesthesiology Associate Professor 1979-80 Original Budget Source of Funds: MSRDP	46,000	29,000	75,000	50,600 50,600	28,200 27,400	78,800 78,000	9-1-79
<u>San Antonio Dental School</u>								
7.	Donald L. Steed Oral Surgery Associate Professor Source of Funds: Unallocated Salaries	\$ 33,000	\$ 3,500	\$ 36,500	\$ 36,000	\$ 3,500	\$ 39,500	10-1-79

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THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1979-80 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Auxiliary Enterprises - Central Food Service Facility Transfer of Funds Amount of Transfer	From: Unappropriated Balance - General Funds \$300,000	To: Central Food Service Facility \$300,000	10-1-79

Academic and Developmental Affairs Committee

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Blumberg

Date: December 7, 1979

Time: Following the Meeting of the System Administration Committee

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

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1. U. T. System: Docket No. 7 of the Chancellor of the System. --

RECOMMENDATION

It is recommended that Docket No. 7 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. Arlington: Request to Seek Permission from the Coordinating Board to Offer a Bachelor of Science Degree in Applied Aeronautics (Catalog Change). --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend approval to offer a Bachelor of Science Degree in Applied Aeronautics. The total course work required for the degree consists of 129 semester hours, including 96 hours of academic courses taught by U.T. Arlington and 33 hours of applied aeronautics courses involving flight training taught by the American Airlines Training Corporation. The proposed program will provide graduates with a strong academic background and will include numerous courses in aerospace engineering and industrial engineering. The graduates with this degree will have taken flight training courses and will be eligible for the FAA Commercial Pilot Certificate with Multi-Engine, Turbo-Jet and Instrument ratings. The American Airlines Training Corporation will collect the fees for the applied aeronautics (flight training) courses directly from the students, and U.T. Arlington will not be involved except in receiving the transfer credit for these courses for the purpose of meeting degree requirements. This proposed program is an unusual and specialized program and is one which will supplement the Bachelor of Science Degree in Aerospace Engineering at U.T. Arlington. Upon Regental approval, the degree program proposal will be transmitted to the Coordinating Board for its review and approval.

BACKGROUND INFORMATION

There is a short supply of qualified persons who have the necessary academic training to become airline pilots and ultimately airline executives. This shortage results from decreased military flight training programs which have historically been a source of airline pilots. Also important in this projected pilot and airline executive shortage is the fact that many existing airline pilots from World War II are reaching the mandatory retirement age. This program, unique in the nation, provides a strong academic base coupled with a strong pilot training program to fill this need.

Only one new course will be required at U.T. Arlington for the program. The library and other facilities for the academic part of the program are already available. The American Airlines Training Corporation will provide the planes and other facilities for the pilot training aspect of the program. The program will be administered through the Aerospace Engineering Department and the academic part funded from formula generated funds for the academic courses at U.T. Arlington. No state funds will be involved in the pilot training aspect of the program, in that the training will be financed by the American Airlines Training Corporation from student fees paid to the Corporation. All indications are that there will be a considerable student demand for this program which was requested by the American Airlines Training Corporation.

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

3. U. T. Arlington: Request to Seek Permission from the Coordinating Board to Implement Professional Certification Programs in Teacher Education (Catalog Change). --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend approval to implement professional certification programs in teacher education at U.T. Arlington. These programs would be extensions of existing graduate degree programs in that they would utilize existing faculty, facilities, and library resources. As components of existing graduate degree programs, therefore, the professional certification programs would be self-supporting. Upon Regental approval, the proposal will be transmitted to the Coordinating Board for its approval and for subsequent authorization by the State Board of Education.

BACKGROUND INFORMATION

These programs are needed because the Texas Legislature has encouraged elementary and secondary teachers to pursue graduate education after obtaining a provisional certificate and bachelor's degree by providing increased salaries for educators with master's degrees. Additionally, the Arlington Independent School District has encouraged further in-service training by adopting a "Professional Growth Policy" for its 1,657 teachers and 122 administrators.

The University of Texas at Arlington is currently approved to offer programs leading to provisional certification. The Center for Professional Teacher Education provides the professional development component for junior and senior high school teacher certification in twenty-five academic teaching fields, all-level certification in four, and the elementary education component for dual majors in fourteen academic specializations. The proposed professional certification programs will provide opportunities for public school teachers to improve their professional competence and their subject matter mastery within the framework of currently approved academic degrees.

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 at U. T. Arlington will be amended to reflect this action.

4. U. T. Arlington: Proposed Increase in General Fee Effective 1980-81 Academic Year (Catalog Change). --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that approval be given to increase the General Fee from \$5.00 per semester credit hour to \$6.00 per semester credit hour effective with the 1980-81 academic year.

BACKGROUND INFORMATION

Section 55.16 of the Texas Education Code authorizes the Board of Regents to establish a General Fee up to a rate of \$6.00 per semester credit hour. The Nursing School facility that has been planned is not fully funded and the increase of \$1.00 per semester credit hour in the General Fee will make it possible to issue Revenue Bonds to complete the funding of the Nursing School facility.

SECRETARY'S NOTE: If this recommendation is approved, the next appropriate catalog published will be amended to reflect this action.

5. U. T. Arlington: Proposed Elimination of Matriculation Fee Effective 1980-81 Academic Year (Catalog Change).--

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that the Board of Regents approve the elimination of the \$15.00 matriculation fee at The University of Texas at Arlington effective with the year 1980-81.

BACKGROUND INFORMATION

Paragraph 54.006(d) of the Texas Education Code authorizes the assessment of a \$15.00 matriculation fee if the student withdraws from school before the first day of classes. Collections from this fee have been minimal and the assessment of the fee creates ill will and takes an unusual amount of time for explanation.

SECRETARY'S NOTE: If this recommendation is approved, the minute order will provide that the next appropriate catalog published will be amended to reflect this action.

6. U. T. Arlington: Proposed Charge for Checks Returned for Insufficient Funds Effective January 1, 1980.--

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that the Board of Regents authorize a charge of \$5.00 for checks returned because of insufficient funds. This charge is to be effective January 1, 1980.

BACKGROUND INFORMATION

U. T. Arlington has been receiving a great number of checks returned because of insufficient funds. This charge is recommended to assist in the recovery of expenditures incurred in the collection of returned checks and to discourage the issuance of such checks.

7. U. T. Arlington: Proposed Increase in Rate Schedule for University-Owned Residence Halls (Dormitories) Effective with Fall Semester 1980 (Catalog Change).--

RECOMMENDATION

President Nedderman

"Dear Dr. Walker:

"In planning for the publication of our catalog for the 1980-81 fiscal year, we have reviewed our cost of operation and forecast a need for an adjustment to the Rate Schedule for Dormitories, beginning with the Fall Semester, 1980.

"The Director of Housing has surveyed our anticipated costs, and we are recommending the following charges:

	<u>Current</u>	<u>Effective Sept. 1, 1980</u>
<u>Long Session</u>		
Air Conditioned Halls:		
Lipscomb (North)	\$620	\$670
Trinity	620	670
Non-Air Conditioned Halls:		
Lipscomb (South)	610	660
Pachl	550	600
Brazos	550	600
<u>Summer Session</u>		
Air Conditioned Halls:		
Lipscomb (North)	270	No Change
Trinity	270	No Change
Non-Air Conditioned Halls:		
Lipscomb (South)	240	No Change
Pachl	240	No Change
Brazos	240	No Change
Summer Groups	\$4.50/night	\$5.50/night...."

Chancellor Walker

Chancellor Walker concurs with this recommendation.

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

8. U. T. Arlington: Proposed Increase in Student Services Fee
(Required) Effective 1980-81 Academic Year (Catalog Change).--

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that the Board of Regents approve an increase in the Student Services Fee to \$4.00 per semester credit hour, up to a maximum of \$48.00 for any one semester or summer session to be effective for the year 1980-81.

BACKGROUND INFORMATION

U. T. Arlington now collects a Medical Services Fee on the basis of \$1.00 per semester credit hour, up to a maximum of \$10.00, and a Student Services Fee at the rate of \$2.50 per semester credit hour up to a maximum of \$30.00.

The Student Services Fee at the rate of \$4.00 per semester credit hour is to be distributed on the basis of \$1.10 for the Student Health Service, \$1.15 to Intercollegiate Athletics and the remaining \$1.75 to support other student activities. The other student activities includes Students Attorney, Student Publications, Student Activities Office, Student Congress, Intramurals and such other activities recommended by the Student Service Fee Advisory Committee and approved by the Administration. Specific budgetary allocations will be submitted with the regular budget for approval by the Board of Regents.

PRESIDENT NEDDERMAN

Recommendation, Background Information and Justification

"Dear Dr. Walker:

"Action taken by the Sixty-Sixth Legislature, in its passage of House Bill 1389, increased the permissive rate for a compulsory Student Services Fee for any one semester or summer session from a maximum of \$30 to a maximum of \$60. In this same Bill, Chapter 54.504 of the Texas Education Code, as added, was repealed. Chapter 54.504 authorized the collection from each student of a Medical Services Fee not to exceed \$15 for each regular semester or each twelve-weeks summer session.

"House Bill 1389 does authorize the inclusion of a fee for '...health and hospital services, medical services...' as a part of the Student Services Fee, with the fee to be levied and collected on a semester-credit-hour basis, rather than a per-student basis.

"U. T. Arlington has collected the Medical Services Fee on the basis of \$1 per semester hour, up to a maximum of \$10, and the Student Services Fee at the rate of \$2.50 per semester credit hour, up to a maximum of \$30.

"Based upon the legislation and a review of the needs at U. T. Arlington, we are requesting that the Student Services Fee at The University of Texas at Arlington be raised to \$4.00 per semester credit hour, up to a maximum of \$48.00, for any one semester or summer session, to be effective for 1980-81.

"It is our intent that of the \$4.00, \$1.10 will be appropriated to the Student Health Service and \$1.15 will be appropriated for Intercollegiate Athletics. The remaining \$1.75 will be allocated to support other student activities, including Students Attorney, Student Publications, Student Activities Office, Student Congress, Intramurals and such other activities recommended by the Student Service Fee Advisory Committee, subject to approval by the Administration.

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

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

9. U. T. Austin: Request to Change Name of McDonald Observatory Advisory Council to McDonald Observatory and Department of Astronomy Advisory Council.--

RECOMMENDATION

President Flawn

"Dear Chancellor Walker:

Dr. Harlan J. Smith, Director of McDonald Observatory, on behalf of the Observatory's Advisory Council, has requested that the Council's name be changed to the 'McDonald Observatory and Department of Astronomy Advisory Council.' Because the Council serves both the Observatory and the Department of Astronomy, we believe that the Council's title should reflect this dual relationship...."

Chancellor Walker

Chancellor Walker concurs with the recommendation. The purpose of this Advisory Council has always been to promote the progress and recognition of both McDonald Observatory and the Department of Astronomy, and the new designation will more appropriately reflect this dual interest.

10. U. T. Austin: Proposed Increase in Texas Union Fee Effective Spring Semester 1980 (Catalog Change).--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that approval be given to increase the Texas Union Fee from \$10.00 to \$12.00 per semester effective with the Spring Semester 1980 and from \$5.00 to \$6.00 for each term of the 1980 Summer Session.

BACKGROUND INFORMATION

On November 6, 1979, a student referendum was held at U. T. Austin and the student body approved the recommended increase in the Texas Union Fee.

SECRETARY'S NOTE: If this recommendation is approved, the next appropriate catalog published will be amended to reflect this change.

11. U. T. Austin: Proposed Appointment to the Alexander Deussen Professorship of Energy Resources Effective Fall Semester 1980.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that Dr. Amos Salvador be appointed to the Alexander Deussen Professorship of Energy Resources in the Department of Geological Sciences, College of Natural Sciences. Dr. Salvador's appointment would begin with the start of the Fall Semester, 1980. His nine-month salary would be \$46,000, of which \$6,000 would be provided from the Professorship endowment. This recommendation has the support of Dean A. R. Schrank and the endorsement of the Budget Council in the Department of Geological Sciences. Dr. Salvador would be the second holder of the Professorship, which was approved by the Board of Regents on July 21, 1972. The first recipient of the Professorship was Dr. Samuel P. Ellison, Jr., who is now retired.

BACKGROUND INFORMATION

Since 1971, Dr. Salvador has served as Chief Geologist for the Exxon Company, U.S.A., and has been an active participant in the training and development of young geoscientists in that organization. In his position he has served as Chief Advisor to the Exxon Production Research Company on worldwide problems and as a result, has a unique knowledge of sedimentary basins throughout the world. In the course of his duties as a geological researcher with a number of major oil corporations, Dr. Salvador has become a widely recognized expert in the science of stratigraphy. He is currently Chairman of the Subcommittee on Stratigraphic Classification of the International Union of Geological Sciences, and Chairman of the Stratigraphic Technical Committee, sponsored by the major geological societies in the United States. Dr. Salvador will bring to the University a broad knowledge of, and close connection with, geology and geological scientists throughout Latin America.

12. U. T. Austin: Proposed Appointment to the Ernst and Whinney Distinguished Professorship of Accounting in the College of Business Administration Effective February 1, 1980.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that Dr. Robert G. May be named the initial holder of the Ernst and Whinney Distinguished Professorship of Accounting in the College of Business Administration effective February 1, 1980. This recommendation has the support of Dean George Kozmetsky, the Budget Council in the Department of Accounting, and representatives of the Ernst and Whinney Foundation.

BACKGROUND INFORMATION

Approval of the nomination is contingent upon Regental approval of the establishment of the Ernst and Whinney Distinguished Professorship of Accounting presented in the current agenda of the Lands and Investments Committee.* The funds for the professorship will come from contributions from members of the Ernst and Whinney accounting firm to be matched by the Ernst and Whinney Foundation.

Professor May is an outstanding, nationally known scholar in the areas of financial reporting and auditing. He is a distinguished teacher, researcher and author as evidenced by publication of his numerous articles on capital markets and information economics. The appointment of Professor May to this professorship will fulfill the requirements that the professorship be held by a person with a national reputation as a teacher and researcher.

(*See Item 11, Page L&I - 20 for recommendation to establish this Professorship.)

13. U. T. Austin: Proposed Appointment of Visiting Professor of Civil Engineering in Latin American Studies to Edward Larocque Tinker Chair for Summer Session 1980.--

RECOMMENDATION

It is recommended by President Flawn and Chancellor Walker that approval be given to appoint Dr. Eduardo Aldana Valdes to the Edward Larocque Tinker Chair as Visiting Professor of Civil Engineering in Latin American Studies for the Summer Session 1980. This recommendation has the support of the Department of Civil Engineering, The University of Texas at Austin Tinker Selection Committee, and the endorsement of Miss Martha Muse of the Tinker Foundation.

BACKGROUND INFORMATION

Dr. Valdes is currently Director of the Instituto SER de Investigacion in Bogota, Colombia, an organization that coordinates a variety of research projects conducted in university and scientific centers throughout the country. His particular research interests include the design and administration of public systems in education, health, justice, and transportation, and regional as well as municipal development. Dr. Valdes is a member of a number of professional and honorary societies, and was President of the Colombian Statistical Society in 1977.

14. U. T. El Paso: Proposed Agreement Between U.T. El Paso, Licensee of Station KTEP and the El Paso Public Television Foundation, Licensee of Station KCOS.--

RECOMMENDATION

President Templeton and Chancellor Walker recommend that approval be given to an agreement* by and between The University of Texas at El Paso, licensee of the noncommercial broadcast station KTEP, and the El Paso Public Television Foundation, licensee of the noncommercial educational broadcast station KCOS. The agreement was executed by the appropriate officials on November 2, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will allow U.T. El Paso to share a domestic communications satellite earth station (antenna and related facilities) and facilitate its noncommercial broadcasting. It has been reviewed and approved by the Office of General Counsel.

*Proposed Agreement set out on Pages A&D 11-18.

(This is an exact duplicate of the original.)

AGREEMENT

This AGREEMENT, made and executed this 2nd day of November, 1979, by and between the El Paso Public Television Foundation, licensee of noncommercial educational broadcast station KCOS (hereinafter the "Owner") and The University of Texas at El Paso, licensee of noncommercial broadcast station KTEP (hereinafter the "Sharer"), both hereinafter called collectively the "Parties" and individually a "Party";

W I T N E S S E T H

WHEREAS, the El Paso Public Television Foundation is the operator of a domestic communications satellite earth station at The University of Texas at El Paso, which has geographical coordinates of 31° 46' 20" N. Latitude, 106° 30' 14" W. Longitude (hereinafter "the Facility"); and

WHEREAS, the Owner has been authorized by the Federal Communications Commission (hereinafter "FCC") to construct and operate the Facility and will be the licensee of the Facility, subject to the requirements of the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC respecting the operation and use of the Facility; and

WHEREAS, the Owner and the Sharer each have executed or will execute separate Applications and Agreements, Assistance for Receive-Only Ground Terminal, Related Facilities and Services (hereinafter "Application and Agreement") issued by the Corporation for Public Broadcasting (hereinafter "CPB"), which set out the rights and obligations of the parties and CPB with respect to the construction and installation of the Facility and related facilities and the terms and conditions affecting their use; and

WHEREAS, the Facility is to be used under an overall plan to provide interconnection services to noncommercial, educational broadcast stations.

WHEREAS, the Parties now desire to enter into an agreement setting forth the precise terms of their arrangements for sharing the facility, the Parties

hereby agree as follows:

ARTICLE I - THE FACILITY AND SEPARATE EQUIPMENT

1.1. The Facility

(a) The Facility consists of a satellite earth terminal with a 10-meter antenna, located in the State of Texas, at the location specified above. The Facility contains basic equipment and spare parts and the security fence surrounding it, but the Facility does not include Separate Equipment, as described below.

(b) The Owner represents and warrants to Sharer that:

(i) it possesses the right to use the property upon which the Facility is located in connection with the operation of the Facility and Separate Equipment for a period of at least ten years;

(ii) it has secured authority from the FCC to construct the Facility, and that it will submit, and pursue diligently, an application to the FCC for a license to operate the Facility;

(iii) it has secured all additional permits, licenses, or other authorizations, issued by any governmental body, necessary or required for the operation and use of the Facility; and

(iv) it will operate and use the Facility in full conformity with the provisions of the FCC licenses, permits, or other authorizations for the Facility, the Rules and Regulations of the FCC, and the Communications Act of 1934, as amended; the provisions of local, state, and Federal laws applicable to the operation and use of the Facility; and the terms and conditions of the CPB Application and Agreement, affecting the operation and use of the Facility.

1.2. Separate Equipment

(a) Separate Equipment shall consist of an Entrance Link, Down Converter and Receivers, as described below. Separate Equipment shall be and remain the property of the Party using such Separate Equipment to receive signals from the Facility and to interconnect the Facility with such Party's studio,

operations center, or master control, and shall be repaired and maintained by it at such Party's sole cost and expense. Such Party shall have sole discretion over the right to use and duty to maintain Separate Equipment, consistent with this Agreement, without consultation with or the approval of any other Party. Each Party agrees that it will not in any way impede or hinder any other Party in constructing, installing, repairing, maintaining, replacing or supplementing such Separate Equipment and that it will cooperate with the other Party so that all work may be carried out efficiently and in a workmanlike manner. Each Party, its employees, agents, and representatives, shall have unlimited rights of access to and from the Facility for the purposes of installing, inspecting, operating, maintaining, repairing, replacing or supplementing any and all of its Separate Equipment.

(b) An Entrance Link shall consist of those facilities, installations, equipment, and spare parts that are necessary to interconnect the Facility with the studio, operations center, or master control of a Party, and may be coaxial cable facilities, or terrestrial microwave facilities. (The microwave facilities, including any new support structure, antennas, waveguides, passive reflectors, and remote control for both the terrestrial link and for the receivers interconnected thereby, shall be deemed part of an Entrance Link. The Party using such Entrance Link shall secure and keep valid all licenses, permits, and similar authorizations from the FCC or any governmental body, which are necessary to or required for the construction, installation, operation, and use of an Entrance Link apart from the Owner's license from the FCC to operate the earth terminal.) The Owner shall make available access to buildings, towers, or other support structures, as reasonably may be necessary for the construction, installation, operation and maintenance or use of an Entrance Link. If the Owner does not own or control such real property or support structures, the Owner shall assist the Sharer in obtaining such access.

(c) The Receivers shall consist of the radio receivers and accessory

apparatus that are acquired pursuant to each Party's Application and Agreement with CPB, which are compatible with and connected to the Facility and the Entrance Link and are (i) capable of receiving NTSC color video signals and 15 KHz analog FM audio signals, and may include a decoder enabling the receivers to receive a fourchannel digital audio subcarrier; or (ii) capable of reception of multiple channel 15 KHz analog FM audio signals and may include equipment for reception or coordination channels.

ARTICLE II - OPERATION OF THE FACILITY

2.1. Use

(a) The Parties agree that the Facility shall be used primarily for activities related to noncommercial educational broadcasting, and that neither shall operate the Facility contrary to law or in a manner that would jeopardize the tax exempt status of the other.

(b) Each Party shall have full control over and responsibility for the operation of its Entrance Link and any programming or other information received and relayed thereby, including the right to choose and to schedule all programs for reception and relay over its Entrance Link.

(c) Each party agrees that the President of The University of Texas at El Paso and the President of the Foundation (hereinafter the "Presidents"), or their designees, will exercise general supervision and control over the Facility for any decision involving (i) pointing or repointing the antenna of the Facility to any communications satellite; (ii) adding any equipment or facilities to the Facility, if such equipment or facilities are intended for shared use of the parties; and (iii) discontinuing regular operation of the facility.

2.2. Maintenance

(a) The Presidents or their designees shall develop reasonable guidelines consistent with this Agreement, for the cooperative performance of maintenance of the Facility and may assign maintenance responsibilities from time to time

to employees or representatives of the Parties or may arrange for maintenance to be performed by other qualified persons or entities.

(b) During the period in which maintenance of the Facility is performed in accordance with an agreement for maintenance assistance with PBS, or may be performed in accordance with an agreement for maintenance assistance with NPR, all maintenance services performed pursuant to paragraph 2.2.(a) shall be consistent with those agreements for such assistance.

2.3. Addition of Separate Equipment

Either Party may add receivers, transmitters or other equipment or facilities, to its existing Separate Equipment. Such Party shall assume all costs related to the installation, operation, use, and maintenance of such Separate Equipment, including but not limited to additional equipment racks or major equipment rack rewiring. In no event shall a Party add equipment or facilities pursuant to this paragraph that obstructs or interferes with any other Party's use of the Facility or of its Separate Equipment.

2.4. Insurance

(a) The Owner shall obtain and keep in effect during the term of this Agreement policies of insurance as required by each Party's Application and Agreement with CPB. Such insurance shall cover the Facility and Related Facilities against common hazards in an amount not less than the actual value of the Facility and Related Facilities, plus 20%, and public liability in an amount not less than \$500,000.00.

(b) All insurance policies required to be procured under this Agreement shall be issued by recognized insurance companies licensed to do business in the State in which the Facility is located. No such policy shall be subject to cancellation except upon (10) days prior written notice to the Owner and/or Sharer.

ARTICLE III - TERMINATION OR WITHDRAWAL

3.1. Termination

Either party may terminate this agreement upon one year's notice in

writing to the other party. The Owner understands and agrees that its termination of this Agreement could interrupt or disrupt the essential interconnection services received by the Sharer through shared use of the Facility and shall cooperate fully with and shall assist the Sharer in making alternative interconnection arrangements with CPB, NPR, and PBS to avoid such interruption or disruption of service.

3.2. Assignment or Transfer

No right obtained by or under this Agreement or as a result of participating in the shared use of the Facility shall be assigned or transferred by a Party without the written consent of the other Party, obtained after full disclosure of all material facts with respect to the proposed assignment or transfer, except that no assent or disclosure shall be required for an assignment or transfer to a person or entity acquiring the noncommercial educational broadcast license or permit of the assignor or transferor pursuant to the authorization of the FCC, if such transferee or assignee shall become a Party to this Agreement by executing an appropriate assumption agreement.

ARTICLE IV - MISCELLANEOUS

4.1. Successors and Assigns

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. No person other than a Party hereto shall acquire any rights hereunder, as a third party beneficiary or otherwise, by virtue of this Agreement.

4.2. Hold Harmless Clause

The Sharer shall, to the extent authorized under the constitution and laws of the State of Texas, hold the Owner harmless from liability resulting from the Sharer's acts or omissions within the terms of this Agreement; provided, however, the Sharer shall not hold the Owner harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence (whether

sole, joint, concurring or otherwise) of the Owner, its officers, agents, representatives, or employees, or any person or entity not subject to the Shareer's supervision or control.

4.3. Modifications and Amendments

This Agreement may not be modified or amended except by amendment or modification in writing executed by the Parties.

4.4. Severability

If any article or provision of this Agreement shall be void, or voidable by a Party as the result of its being contrary to Federal, State, or local law, regulation or ordinance, or if any such article or provision shall be finally declared void or unenforceable by any court or competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

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 a term of ten (10) years after the date and year of execution by Owner and Sharer.

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

ATTEST:

THE EL PASO PUBLIC TELEVISION FOUNDATION
(OWNER)

By William F. Land
President of the Board
City of El Paso
WR

ATTEST:

John W. Daley

THE UNIVERSITY OF TEXAS AT EL PASO
(SHARER)

By A. B. Templeton
A. B. Templeton

FORM APPROVED:

M. Lynn Taylor for
M. Lynn Taylor
General Counsel of the System

By Ellis D. Walker
Chancellor, U. T. System

By _____
Chairman, Board of Regents

CERTIFICATE OF APPROVAL

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

Secretary, Board of Regents
The University of Texas System

15. U. T. Permian Basin: Recommendation to Designate Authorized Agents for Tax-Free Alcohol. --

RECOMMENDATION

It is recommended by President Cardozier and Chancellor Walker that approval be given to the resolution set out below to designate the President and the Vice President for Business Affairs of The University of Texas of the Permian Basin as authorized agents for tax-free alcohol:

WHEREAS, The University of Texas of the Permian Basin is carrying on research programs which require a continuing supply of alcohol for experimental and other scientific purposes:

THEREFORE, BE IT RESOLVED, That the Vice President for Business Affairs and President of The University of Texas of the Permian Basin be authorized to have charge of and be responsible for and apply for and sign the "Application and Withdrawal Permit to Procure Spirits Free of Tax" for The University of Texas of the Permian Basin, and

BE IT FURTHER RESOLVED, That it shall be the duty of the Vice President for Business Affairs or President to execute on behalf of The University of Texas of the Permian Basin any and all documents required by the Alcohol and Tobacco Tax, Internal Revenue Service.

16. U. T. San Antonio: Request to Seek Permission from Coordinating Board to Offer a Doctor of Philosophy Degree in Bicultural-Bilingual Studies (Catalog Change). --

RECOMMENDATION

President Wagener and Chancellor Walker recommend approval to offer a Doctor of Philosophy Degree in Bicultural-Bilingual Studies in the College of Multidisciplinary Studies. The degree program will include two concentrations: Bilingual Teacher Education and Second Language Teaching and Learning, and is appropriate since there is a need for specialists who can educate teachers and other school personnel involved in bilingual-bicultural education. The proposed program addresses immediate as well as future trends and needs in language study and education, and those trends and needs have been addressed in the institution's role and scope document. Upon Regental approval, the degree program will be transmitted to the Coordinating Board for its review and approval.

BACKGROUND INFORMATION

The University of Texas at San Antonio is particularly well-placed to be a national and international center of bicultural-bilingual studies. Increased immigration from Latin America, and an increased awareness of the economic and political affinity between Latin America and the United States, justify the implementation of the proposed program. The development and encouragement of programs in bicultural-bilingual studies by various local, state and national agencies, both public and private, have created a great need for leaders within the field. The proposed program is offered in response to that need and demand. U.T. San Antonio performed a survey of existing and potential students to ascertain their interest as future students in the program.

There is no program in Texas similar to the one currently proposed by U.T. San Antonio. Indeed, few such programs exist throughout the United States. Texas A&I University does, however, offer a Ed.D. in Bilingual Education, and both U.T. Austin and the University of Houston offer Ph.D. programs with a specialization in Bilingual Education. Adequate facilities and faculty are available to implement the proposed program. Additional faculty will be added as the program develops. Some library acquisitions will be needed to support specialized fields encompassed in the doctoral-level course work. The program will be financed with formula generated monies, and is projected to be self-supporting beginning with its initial year.

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

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

EMERGENCY ITEM

December 6-7, 1979

	<u>Page</u> <u>A&D</u>
17. U. T. Austin: Proposed Agreement with Southwest Texas Public Broadcasting Council (Licensee for KLRN/KLRU Public Television Station)	Below

Documentation

17. U. T. Austin: Proposed Agreement with Southwest Texas Public Broadcasting Council (Licensee for KLRN/KLRU Public Television Station). -- It is recommended by President Flawn and Chancellor Walker that approval be given to the agreement set out on Pages A&D 22-64 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, and the Southwest Texas Public Broadcasting Council (licensee for KLRN/KLRU public television station) to be effective from date of execution through August 31, 1980, and thereafter from year to year unless modified or terminated by either party under the terms of the agreement.

BACKGROUND INFORMATION

This agreement will supersede the existing agreement between the Southwest Council and the University which was executed on February 22, 1961.

The primary purposes for developing a new agreement are to (1) transfer day-to-day management responsibilities of the station from The University to the Council, (2) formalize a University (College of Communication) internship program with the station, and (3) specify University space and equipment lease charges for such space and equipment.

Southwest Council will in turn provide educational opportunities to U. T. Austin students to include approximately sixty (60) undergraduate and graduate internships whereby these students will be afforded the opportunity to obtain practical experience in all phases of the operation of educational television including, but not limited to, programming, production, directing, engineering and broadcasting.

The University agrees to lease to the Southwest Council approximately 42,298 net assignable square feet of space (listed in Schedule A) and to lease certain equipment (listed in Schedule B) with both the Southwest Council and the University to have equal use of, and access to the leased facilities and equipment.

The Southwest Council will pay an annual rental of \$187,300.48 subject to adjustment to cover actual cost of utilities consumed.

AGREEMENT

THE STATE OF TEXAS) (
COUNTY OF TRAVIS) (

THIS AGREEMENT by and between the Southwest Texas Public Broadcasting Council, a corporation organized and existing under the laws of the State of Texas, with its home offices in San Antonio, Bexar County, Texas, and Austin, Travis County, Texas, hereinafter called "SOUTHWEST", and the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, located in Austin, Travis County, Texas, hereinafter called "UNIVERSITY";

WITNESSETH:

WHEREAS, UNIVERSITY and SOUTHWEST are desirous of disseminating educational programs to the central and south areas of Texas by means of television; and

WHEREAS, SOUTHWEST has been authorized and licensed to operate educational television stations by the Federal Communications Commission under the designations of KLRN and KLRU, Channels 9 and 18, in the Central and South Texas areas; and

WHEREAS, UNIVERSITY currently has available on its Austin campus in Communications Building "B" facilities designed and equipped for the production of programs for educational television; and

WHEREAS, SOUTHWEST wishes to lease such facilities from the UNIVERSITY in order to operate its educational television stations KLRN/KLRU to serve both the public and to provide educational opportunities for students at the UNIVERSITY; and

WHEREAS, UNIVERSITY is interested in providing professional educational opportunities and training for its undergraduate and graduate students in the College of Communication, including internships for students to provide practical experience in television programming, production and broadcasting; and

WHEREAS, this arrangement would be to the mutual advantage and benefit of all parties;

NOW THEREFORE, for and in consideration of the mutual benefits and covenants, the parties agree as follows:

ARTICLE I.

It is the intent of this Agreement that SOUTHWEST will operate the educational television stations, KLRN/KLRU, and have sole responsibility for the management and operation of the station, the employment and compensation of all personnel, including the general manager, and the programming and operational policies of the station, and all administrative and professional functions pertaining thereto.

ARTICLE II.

It is clearly understood by both parties to this Agreement that SOUTHWEST will be solely responsible for all costs and expenses incident to the operation of the educational television station, including but not limited to, personnel, repair, and replacement of existing equipment necessary to the operation of the station, including equipment owned by UNIVERSITY, acquisition of new equipment, and all other expenses incident to the operation of the television station and that the UNIVERSITY, by virtue of this Agreement, will not be obligated or required to incur any expenses resulting from the operation of this station on its campus by SOUTHWEST. Any new equipment purchased by SOUTHWEST will be the property of SOUTHWEST. Under no circumstances will the UNIVERSITY be liable for any indebtedness or liability created by SOUTHWEST.

ARTICLE III.

The UNIVERSITY agrees to lease SOUTHWEST approximately 42,298 net assignable square feet of space in Communications Building "B" on the Austin campus of the UNIVERSITY for the use of SOUTHWEST in operating the educational television station KLRN/KLRU under the license, regulations and policies of the Federal Communications Commission. The exact description of said space is contained in the attached Schedule "A" which

is hereby incorporated by reference into this Lease Agreement for all purposes.

The UNIVERSITY also agrees to lease to SOUTHWEST the equipment and furniture currently being used in the operation of the educational television station which is owned by the UNIVERSITY and is specifically described in the attached Schedule "B" which is hereby incorporated by reference into this Lease Agreement for all purposes. SOUTHWEST agrees to repair and maintain in good order all equipment and furniture owned by the UNIVERSITY which is subject to this Lease Agreement, ordinary wear and tear excepted.

ARTICLE IV.

SOUTHWEST and the UNIVERSITY will have equal use of, and access to, the leased facilities and equipment, and as compensation for the use of said facilities, equipment and furniture owned by the UNIVERSITY and utilities consumed by the operation of the station, SOUTHWEST agrees to pay the UNIVERSITY in advance and on a quarterly basis, a sum of cash equal to an annual rental of \$187,300.48, said figure to be adjusted to reflect the actual cost of utilities consumed. This rental fee is calculated as follows: the net annual rate of \$8.52 per square foot for 42,298 net assignable square feet (which includes the estimate of \$174,942 for utilities), plus special security cost of \$14,222 equals \$374,600.96 divided by two (because of joint access by both parties) equals \$187,300.48. The first payment under this contract of \$46,825.12 will be due on February 28, 1980, to cover the quarter year beginning March 1, 1980. Thereafter, quarterly payments will be due on February 28, May 31, August 31, and November 30, for the years in which the contract is in effect. In scheduling its use of the leased facilities, the UNIVERSITY will, in good faith, give due recognition to the production and broadcasting obligations of SOUTHWEST, wherein time is of the essence.

ARTICLE V.

SOUTHWEST agrees to make the facilities of the station available to the UNIVERSITY and to cooperate fully with the UNIVERSITY in providing the maximum educational opportunities to its students and to sponsor an internship program for undergraduate and graduate students of the UNIVERSITY whereby approximately sixty (60) students shall be afforded the opportunity to obtain practical experience in all phases of the operation of the educational television station including, but not limited to, programming, production, directing, engineering and broadcasting. The exact details of the proposed internship program are contained in the attached Exhibit "A" which is hereby incorporated by reference for all purposes herein. The UNIVERSITY reserves the right to modify the details of the internship program in the future to meet the educational needs of its programs and its students.

ARTICLE VI.

It is the intent of the parties to this Agreement that the production facilities (studios, scene shops, and related support facilities) shall be made accessible to the College of Communication on a joint basis with the SOUTHWEST staff for their respective production work. The scheduling of these facilities shall be handled by mutual agreement between the SOUTHWEST's General Manager and the UNIVERSITY's Director of Communication Center.

ARTICLE VII.

SOUTHWEST agrees not to make any alterations, additions or improvements to the leased premises without the prior written consent of the UNIVERSITY, and after such consent has been given, unless otherwise agreed upon in writing, all alterations, improvements or additions made by SOUTHWEST shall be at the sole expense of SOUTHWEST and at the option of the UNIVERSITY remain on the premises at the expiration of this lease and become the property of the UNIVERSITY.

ARTICLE VIII.

SOUTHWEST agrees to indemnify and hold the UNIVERSITY harmless from any and all liabilities, whether sounding in contract or tort, resulting from SOUTHWEST's acts or omissions within the terms of this lease, including any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly from negligence (whether sole, joint, concurring or otherwise) of SOUTHWEST, its officers, agents, representatives or employees. Insofar as the UNIVERSITY is authorized by the Constitution and laws of the State of Texas, the UNIVERSITY agrees to hold SOUTHWEST harmless from any and all liabilities resulting from the use of the leased facilities by the UNIVERSITY.

ARTICLE IX.

The parties agree that the execution of this Agreement cancels the existing management contract between the parties hereto dated February 22, 1961, and that this Agreement shall become effective immediately upon its execution and shall remain in effect through August 31, 1980, and thereafter from year to year, unless modified in writing by the mutual agreement of the parties or terminated by either party upon giving ninety (90) calendar days written notice to the other party.

ARTICLE X.

This Agreement may not be assigned by either party without the written consent of the other party.

ARTICLE XI.

If SOUTHWEST is in default under any term of this Agreement, then the UNIVERSITY shall give SOUTHWEST written notice of such default and SOUTHWEST shall have thirty (30) days in which to cure such default, and the failure of SOUTHWEST to cure any such default within thirty (30) days after written notice of the same by the UNIVERSITY shall give the UNIVERSITY the right to cancel this Agreement immediately.

ARTICLE XII.

Whenever written notice is required by any of the provisions of this Agreement, the notice shall be given by SOUTH-

WEST to the Vice President for Business Affairs, The University of Texas at Austin, Austin, Texas 78712, or by the UNIVERSITY to the General Manager, KLRN/KLRU, P. O. Box 7158, Austin, Texas 78712. Any notice required shall be given by depositing same in the United States mail with sufficient postage affixed thereto. Any period of notice shall begin on the date that notice is mailed.

EXECUTED by the parties on the _____ day of _____, 1979.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

ATTEST:

SECRETARY

CHAIRMAN

SOUTHWEST TEXAS PUBLIC BROADCASTING COUNCIL

ATTEST:

SECRETARY

CHAIRMAN, BOARD OF TRUSTEES

Approved as to Content:

Approved as to Form:

Chancellor of The University of Texas System

Office of General Counsel

SCHEDULE A
SOUTHWEST TEXAS PUBLIC BROADCASTING COUNCIL
SCHEDULE OF OCCUPIED SPACE
COMMUNICATION BUILDING B

<u>ROOM NUMBER</u>	<u>OCCUPANT OR DEPARTMENT</u>	<u>SQUARE FOOTAGE</u>
3-102	Master Control	1433
3-108	Public Information -	182
3-110	Graphics	821
3-116	Photography	140
3-116A	Photography	34
3-116B	Photography	93
3-120	Production/Operations	412
3-120A	Production/Operations	85
3-120B	Production/Operations	85
3-120C	Production/Operations	174
3-120D	Production/Operations	88
3-120E	Instructional	121
3-120F	Instructional	129
3-122	Instructional	108
3-122A	Instructional	89
3-126	Printing	268
3-126A	Printing	140
3-128	Graphics - Bittick	111
3-130	Auction and Development	195
3-130A	Development	87
3-130B	Auction	87
3-134	Public Information - Garza	182
3-140	Engineering	225
3-140C	Engineering - Willett	180
3-140D	Engineering - Morris	123
3-144	Administration - General Office	538
3-144A	Administration	75
3-144B	Administration - Storeroom	45
3-144D	Administration - Gullo	145
3-144E	Administration - Primrose	145
3-144F	Administration - White	221
3-144G	Administration - Storeroom	18
3-144GA	Administration - Bassett	266
3-144H	Administration - Zumwalt	124
3-146	Administration - Conference	192
3-146A	Administration	35
3-146AA	Administration	48
3-202	Production	86
3-204	Production - Boyd	86

<u>ROOM NUMBER</u>	<u>OCCUPANT OR DEPARTMENT</u>	<u>SQUARE FOOTAGE</u>
3-206	Programming - Viewing	252
3-206A	Programming - Viewing	40
3-208	Programming - Arhos' Secretary	86
3-210	Programming - Arhos	162
3-212	Programming - Rodriquez	85
3-214	Membership - Spencer	85
3-216	Austin City Limits - Forbes	109
3-218	Austin City Limits - Lickona	85
3-220	Austin City Limits - Lickona's Sec'y	91
3-222	Production - Selby	85
3-224	Production/Operations - Majors	95
3-114	Graphics	239
2-104	Cage	4520
2-106	Traffic	531
2-106A	Tape Library	1110
2-110	Traffic Office	193
2-110A	Traffic Office	52
2-116	Scene Shop	1839
2-116A	Scene Shop	66
2-116B	Scene Shop	63
2-116C	Scene Shop	47
2-116D	Scene Shop	79
2-116E	Scene Shop	210
2-114	Auction Storage	95
4-118	Studio 4C	2039
4-120A	Studio 4C - Producer's Office	80
4-120B	Studio 4C - Control Room	224
4-120	Airlock	31
4-122	Studio 4D	1571
4-124	Airlock	30
4-124A	Studio 4D - Control Room	260
6-102	Studio 6A	8528
6-112	Studio 6B	6750
6-202		64
6-202A	Office - Riekenberg	69
6-202B	Audio Control Room - 6A & 6B	436
6-206		52
6-206A	Office - Producer	99
6-206B	Control Room - 6A & 6B	493
7-110	Engineering Work Shop	1055
8-100	VTR Room	<u>2682</u>
	GRAND TOTAL	42,298

SCHEDULE B

(Items with value equal to or less than \$250.)

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Cabinet, Wood Storage	RS0083	09 39	085	55.83
Microphone Western Elec 639 A	RS0093	01 40	085	100.00
Typewriter Royal 11 in 2919049	RS0140	04 42	085	93.56
Microphone RCA MI 4045 A 77C	RS0251	08 48	085	115.50
Cabinet File Letter 4 Drs	RS0256	10 48	085	62.00
Cabinet File Letter 4 Drs	RS0257	12 48	085	58.00
Cabinet File 24 DR	RS0349	08 54	085	60.15
Cabinet File 24 DR	RS0350	08 54	085	60.15
Cabinet File Letter Size	043744	03 55	085	60.15
Arm Support Camart TV Mike Boom	050218	10 55	085	220.50
Microphone R C A	053369	12 54	085	71.55
Microphone R C A	053370	12 54	085	71.55
Microphone R C A	053371	12 54	085	71.55
Microphone R C A	053372	12 54	085	71.55
Radio TV Lens 50 M M F 1 9	056143	11 55	085	149.69
Radio TV Lens 50 M M F 1 9	056144	11 55	085	149.69
Radio TV Lens 90 M M F 3 5	056145	11 55	085	109.47
Radio TV Lens 90 M M F 3 5	056146	11 55	085	109.47
Radio TV Lens 135 M M F 3 8	056147	11 55	085	153.01
Radio TV Lens 135 M M F 3 8	056148	11 55	085	153.01
Radio TV Headsets MI 11743	056152	03 56	085	242.33
Lens Projection for Selectroslide	061218	08 58	085	63.00
Eraser Ampex Model 111 Bulf	062034	02 59	085	69.50
Spotlight Lekolite	063877	04 56	085	96.62
Light Flood	063904	04 56	085	75.79
Light Flood	063905	04 56	085	75.80
Tripod, Prof. Jr. Friction W/Case	063981	06 67	085	127.35
Projector, Sound Victor #262448	066358	12 66	085	125.00
Microphone MI 11017	066687	12 56	085	69.00
Safe, Floor - 7'	070448	11 75	085	60.00
Projector, Slide	072668	11 57	085	208.33
Beam Fresnelite Spotlight	077583	05 58	085	52.47
Beam Fresnelite Spotlight	077584	05 58	085	52.47
Beam Fresnelite Spotlight	077585	05 58	085	52.47
Beam Fresnelite Spotlight	077586	05 58	085	52.47
Beam Fresnelite Spotlight	077587	05 58	085	52.47
Beam Fresnelite Spotlight	077588	05 58	085	52.47
Beam Fresnelite Spotlight	077589	05 58	085	52.47
Beam Fresnelite Spotlight	077590	05 58	085	52.47
Beam Fresnelite Spotlight	077591	05 58	085	52.47
Beam Fresnelite Spotlight	077592	05 58	085	52.47
Beam Fresnelite Spotlight	077593	05 58	085	70.75
Beam Fresnelite Spotlight	077594	05 58	085	70.75
Cabinet File 3206 L	079747	10 53	085	58.90
Cabinet File 3204 L	079748	10 58	085	53.46
Cabinet File 3204 L	079749	10 58	085	53.46
Cabinet File 3204 L	079750	10 58	085	53.46
Speaker LD 1A Speaker MI 11411 A	080970	01 59	085	175.50

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Mixer, Channel-Magnecorder	084080	03 74	085	73.01
Microphone	088115	03 60	085	76.00
Refrigerator, Electric-00012077	090038	01 60	085	150.00
Rug, Pink-15 x 24 ft	090331	02 60	085	231.00
Rug, Pink-15 x 24 ft	090332	02 60	085	231.00
Projector-214	090743	02 60	085	250.00
Oscilloscope-1089	090784	03 60	085	138.00
Cabinet, Type	100932	11 60	085	56.68
Volt meter, Vacuum tube-35763	102139	04 61	085	233.22
Switcher, Collins Auto-472	102790	05 61	085	132.50
Stand, Microphone Boom	103416	06 67	085	141.12
Solar Senior W/Pedestal	103420	06 67	085	129.85
Receiver, GE Television	106551	10 61	085	141.81
Machine, Drafting-J 160104	115736	02 62	085	60.00
Magazine, 16MM 400 ft	115746	02 62	085	150.00
Magazine, 16MM 400 ft	115747	02 62	085	150.00
Magazine, 16MM 400 ft	115748	02 62	085	150.00
Motor, 8 Volt Governor-1267	115749	02 62	085	190.00
Motor, Torqje	115750	02 62	085	180.00
Synchronizer, 4 Gang	116337	06 67	085	186.20
Lamp, Motion Picture 9000 Watt Quart	119111	06 62	085	84.50
Lamp, Motion Picture 9000 Watts Quar	119112	06 62	085	84.50
Lamp, Motion Picture 9000 Watts Quar	119113	06 62	085	84.50
Lamp, Motion Picture 9000 Watts Quar	119114	06 62	085	84.50
Lamp, Motion Picture 9000 Watts Quar	119115	06 62	085	84.50
Lamp, Motion Picture 9000 Watts Quar	119116	06 62	085	84.50
Mike, Electro Voice 6517	121576	02 71	085	119.94
Fresnelite, Century 6 in.	122015	11 62	085	50.50
Fresnelite, Century 6 in.	122016	11 62	085	50.50
Fresnelite, Century 6 in.	122017	11 62	085	50.50
Fresnelite, Century 6 in.	122018	11 62	085	50.50
Fresnelite, Century 6 in.	122019	11 62	085	50.50
Fresnelite, Century 6 in.	122020	11 62	085	50.50
Fresnelite, Century 6 in.	122021	11 62	085	50.50
Fresnelite, Century 6 in.	122022	11 62	085	50.50
Fresnelite, Century 6 in.	122023	11 62	085	50.50
Fresnelite, Century 6 in.	122024	11 62	085	50.50
Fresnelite, Century 6 in.	122025	11 62	085	50.50
Fresnelite, Century 6 in.	122026	11 62	085	50.50
Fresnelite, Century 6 in.	122027	11 62	085	50.50
Fresnelite, Century 6 in.	122028	11 62	085	50.50
Fresnelite, Century 6 in.	122029	11 62	085	50.50
Fresnelite, Century 6 in.	122030	11 62	085	50.50
Fresnelite, Century 6 in.	122031	11 62	085	50.50
Fresnelite, Century 6 in.	122032	11 62	085	50.50
Fresnelite, Century 6 in.	122033	11 62	085	50.50
Fresnelite, Century 6 in.	122034	11 62	085	50.50
Fresnelite, Century 6 in.	122035	11 62	085	50.50
Fresnelite, Century 6 in.	122036	11 62	085	50.50
Fresnelite, Century 6 in.	122037	11 62	085	50.50
Fresnelite, Century 6 in.	122038	11 62	085	50.50
Fresnelite, Century 6 in.	122039	11 62	085	50.50
Fresnelite, Century 6 in.	122040	11 62	085	50.50
Fresnelite, Century 6 in.	122041	11 62	085	50.50
Fresnelite, Century 6 in.	122042	11 62	085	50.50

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Fresnelite, Century 6 in.	122043	11 62	085	50.50
Fresnelite, Century 6 in.	122044	11 62	085	50.50
Fresnelite, Century 8 in.	122045	11 62	085	70.35
Fresnelite, Century 8 in.	122046	11 62	085	70.35
Fresnelite, Century 8 in.	122047	11 62	085	70.35
Fresnelite, Century 8 in.	122048	11 62	085	70.35
Fresnelite, Century 8 in.	122049	11 62	085	70.35
Fresnelite, Century 8 in.	122050	11 62	085	70.35
Fresnelite, Century 8 in.	122051	11 62	085	70.35
Fresnelite, Century 8 in.	122052	11 62	085	70.35
Fresnelite, Century 8 in.	122053	11 62	085	70.35
Fresnelite, Century 8 in.	122054	11 62	085	70.35
Lakolite	122056	11 62	085	141.80
Lakolite	122057	11 62	085	141.80
Lakolite	122059	11 62	085	141.80
Lakolite	122060	11 62	085	141.80
Microphone, Electro Voice	122362	07 63	085	172.48
Microphone, Electro Voice	122707	10 63	085	99.96
Spotlight, Single Broad-367	126044	08 62	085	82.27
Spotlight, Single Broad-358	126045	08 62	085	82.27
Spotlight, Single Broad-369	126046	08 62	085	82.27
Television, Motorola-721933	126459	10 62	085	138.00
Microphone	127142	09 62	085	85.00
Assembly, Monitoring Mounting Rk.	128102	08 62	085	133.84
Light, Strip-8 ft.	128193	10 62	085	108.30
Light, Strip-8 ft.	128194	10 62	085	108.30
Light, Strip-8 ft.	128195	10 62	085	108.31
Light, Strip-8 ft.	128196	10 62	085	108.31
Mounting Cabinet, Audio Tape Rec.	128363	10 62	085	86.76
Microphone, Uniaxial-RCA	129139	11 62	085	140.67
Microphone, Miniature Dynamic	129140	11 62	085	83.20
Microphone, RCA Poly Directional	129169	11 62	085	162.13
Machine, Lincoln Welding	133633	05 63	085	112.50
Drill Press W/1/2 HP Motor	134372	07 63	085	123.20
Band Saw, 2 wheel	134373	07 63	085	125.10
Jointer-Planer W/1/2 HP Motor	134375	07 63	085	170.53
Shaper, Wood - W/1/2/ HP Motor	134376	07 63	085	115.10
Sander, Belt Disc-W/1/2 HP Motor	134377	07 63	085	101.65
Lathe, Craftsman WCOD-W/1/3 HP	134378	07 63	085	94.58
Saw, Electric Hand	134381	07 63	085	53.99
Sander, Disc-7 in., 1 HP	134382	07 63	085	62.95
Synchronizer, Mov Iola Mod SZC 47765	147133	02 71	085	180.00
Light, Color-Tran	148915	06 64	085	100.00
Light, Color-Tran	148916	06 64	085	100.00
Light, Color-Tran	148917	06 64	085	100.00
Light, Color-Tran	148918	06 64	085	100.00
Stand, Color-Tran Light	148919	06 64	085	75.00
Stand, Color-Tran Light	148920	06 64	085	75.00
Stand, Color-Tran Light	148921	06 64	085	75.00
Stand, Color-Tran Light	148922	06 64	085	75.00
Transformer, Color-Tran	148923	06 64	085	100.00
Transformer, Color-Tran	148924	06 64	085	100.00
Lens, GE TV Camera	151462	04 70	085	71.00
Lens, GE TV Camera	151463	04 70	085	71.00
Lens, GE TV Camera, Elgeet 13 MM	151464	03 71	085	71.00

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Lens, GE TV Elgeet 13MM F1.5 Wide	151465	03 71	085	71.00
Monitor, 8 Conrac	151475	04 70	085	213.00
Rack, Script	155613	10 64	085	55.26
Amplifier, TV Distributing	156317	11 64	085	94.95
Century lights, W/8 in. oval beam	165462	01 65	085	89.54
Century lights, W/8 in. oval beam LE	165463	01 65	085	89.54
Century lights, W/8 in. oval beam	165464	01 65	085	89.54
Century lights	165465	01 65	085	89.55
18 in. Scoop Light	165466	01 65	085	60.93
18 in. Scoop Light	165467	01 65	085	60.93
Microphone	175525	12 65	085	148.30
Microphone, 666	175526	12 65	085	96.96
Microphone, 666	175527	12 65	085	96.96
Microphone	175656	04 70	085	68.90
Timer, Electric	176262	06 66	085	73.00
Talk-A-Phone, Model 4906	183579	04 73	085	85.50
Talk-A-Phone, Model 4906	183580	04 73	085	85.50
Projector, Model 56C Victor #506744	185783	10 66	085	207.50
Microphone Mdl-666 #6920	185957	12 66	085	110.95
Microphone Mdl-666 #6920	185959	12 66	085	110.96
Microphone Mdl-666 #9956	185960	12 66	085	110.96
Binding Machine #1311780	195022	06 67	085	229.00
Rug, 9 x 14 ft. green	195365	07 67	085	111.30
National Cash Register #3366409	195649	08 67	085	75.00
Mike, Sennheisher #67371	195685	07 67	085	240.00
Wind Screen	195689	07 67	085	95.00
Screen, Glass Beaded Wall 72" x 96"	200014	12 67	085	53.00
Screen, Silver Lenticular Tripod	200015	12 67	085	57.00
Unit, Super Softlite 252	200041	12 67	085	213.00
Unit, Super Softlite 250	200042	12 67	085	213.00
Reflector, Aluminum 48 x 48	200043	12 67	085	226.00
Reflector, Aluminum 48 x 48	200044	12 67	085	226.00
Reflector, Aluminum 48 x 48	200045	12 67	085	226.00
Reflector, Aluminum 48 x 48	200046	12 67	085	226.00
Stand, Century W/Head Ext. Arm	200048	12 67	085	60.00
Stand, Century W/Head Ext. Arm	200049	12 67	085	60.00
Microphone, Sennheiser #1241-11068	200187	01 68	085	246.00
Sound Reader, W/Amplifier Speaker	200705	01 68	085	114.05
TV Monitor UHF-VHF 197768	205944	04 68	085	120.00
Storage Cabinet, 8'x6'x17" D	206180	05 68	085	85.00
Storage Cabinet, 8'x6'x11 D W/8SH	206181	05 68	085	85.00
Storage Cabinet, 8'x6'x17" D	206182	05 68	085	87.00
Storage Cabinet, 8'x6'x17" D	206183	05 68	085	87.00
Storage Cabinet, 8'x6'x17" D	206184	05 68	085	87.00
Storage Cabinet, 8'x35"x17" D	206185	05 68	085	72.00
Spotlight, 10 Pole Operated Fresnel	221648	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221649	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221650	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221651	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221652	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221653	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221654	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221655	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221656	12 72	085	203.43

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Spotlight, 10 Pole Operated Fresnel	221657	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221658	12 72	085	203.43
Spotlight, 10 Pole Operated Fresnel	221659	12 72	085	203.43
Record Unit 80, Chassis 73-1766-002	222257	06 73	085	200.00
Colortran, Cine-Queen Spotlight	222424	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222425	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222426	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222427	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222428	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222429	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222430	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222431	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222432	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222433	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222434	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222435	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222436	02 76	085	80.97
Colortran, Cine-Queen Spotlight	222437	02 76	085	80.97
Spotlight, Colortran, Super Scoop W	222438	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222439	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222440	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222441	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222442	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222443	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222444	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222445	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222446	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222447	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222448	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222449	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222450	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222451	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222452	02 76	085	80.93
Spotlight, Colortran, Super Scoop W	222453	02 76	085	80.93
Spotlight, Colortran Far Cyclight	222454	02 76	085	91.87
Spotlight, Colortran Far Cyclight	222455	02 76	085	91.87
Spotlight, Colortran Far Cyclight	222456	02 76	085	91.87
Spotlight, Colortran Far Cyclight	222457	02 76	085	91.87
Spotlight, Colortran Far Cyclight	222458	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222459	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222460	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222461	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222462	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222463	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222464	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222465	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222466	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222467	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222468	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222469	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222470	02 76	085	91.87
Spotlight, Colortran, Far Cyclight	222471	02 76	085	91.87
Mini-Mole Solarspot, Type 2801 5762	222526	02 76	085	69.59
Mini-Mole Solarspot, Type 2801 5749	222527	02 76	085	69.59
Mini-Mole Solarspot, Type 2801 5748	222528	02 76	085	69.59

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Mini-Mole Solarspot, Type 2801 5743	222529	02 76	085	69.59
Mini-Mole Solarspot, Type 2801 5767	222530	02 76	085	69.59
Mini-Mole Solarspot, Type 2801 5849	222531	02 76	085	69.59
Mini-Mole Solarspot, Type 2801 5805	222532	02 76	085	69.85
Mini-Mole Solarspot, Type 2801 5851	222533	02 76	085	69.85
Mini-Mole Solarspot, Type 2801 5784	222534	02 76	085	69.85
Mini-Mole Solarspot, Type 2801 5873	222536	02 76	085	68.09
Mini-Mole Solarspot, Type 2801 5736	222536	02 75	085	68.09
Mini-Mole Solarspot, Type 2801 5860	222537	02 76	085	68.09
Solarspot, Type 407, W/12258	222538	02 76	085	178.18
Solarspot, Type 407, W/ 12255	222539	02 76	085	178.18
Solarspot, Type 407, W/ 12268	222540	02 76	085	178.18
Solarspot, Type 407, W/ 12265	222541	02 76	085	177.91
Solarspot, Type 407, W/ 12271	222542	02 76	085	177.91
Solarspot, Type 407, W/ 12252	222543	02 76	085	177.91
Solarspot, Type 407, W/ 12249	222544	02 76	085	177.91
Solarspot, Type 407, W/ 12260	222545	02 76	085	177.91
Solarspot, Type 407, W/ 12272	222546	02 76	085	177.91
Solarspot, Type 407, W/ 12254	222547	02 76	085	177.91
Solarspot, Type 407, W/ 12262	222548	02 76	085	177.91
Solarspot, Type 407, W/ 12253	222549	02 76	085	177.91
Solarspot, Type 407, W/ 12250	222550	02 76	085	177.91
Solarspot, Type 407, W/ 12267	222551	02 76	085	177.91
Solarspot, Type 407, W/ 12264	222552	02 76	085	177.91
Solarspot, Type 407, W/ 12269	222553	02 76	085	176.11
Solarspot, Type 407, W/ 12251	222554	02 76	085	192.15
Solarspot, Type 407, W/ 12257	222555	02 76	085	192.15
Solarspot, Type 407, W/ 12256	222556	02 76	085	192.15
Solarspot, Type 407, W/ 12270	222557	02 76	085	192.15
Solarspot, Type 407, W/ 12259	222558	02 76	085	192.15
Solarspot, Type 407, W/ 12266	222559	02 76	085	192.15
Solarspot, Type 407, W/ 12263	222560	02 76	085	192.15
Solarspot, Type 407, W/ 12261	222561	02 76	085	192.15
Century Stand, 60, Folding Leg	222794	02 76	085	72.03
Cyclite, 3 LT 3 CKT Spcl	222851	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222852	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222853	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222854	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222855	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222856	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222857	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222858	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222859	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222860	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222861	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222862	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222863	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222864	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222865	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222866	02 76	085	162.75
Cyclite, 3 LT 3 CKT Spcl	222867	02 76	085	171.00
Cyclite, 3 LT 3 CKT Spcl	222868	02 76	085	171.00
Cyclite, 3 LT 3 CKT Spcl	222869	02 76	085	171.00
Cyclite, 3 LT 3 CKT Spcl	222870	02 76	085	171.00
Cyclite, 3 LT 3 CKT Spcl	222871	02 76	085	171.00

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Cyclite, 3 LT 3 CKT Spcl	222872	02 76	085	171.00
Stand, Century, 4273	223097	02 76	085	58.05
Microphone, Electro-Voice Mod. RE16	223562	08 75	085	178.34
Microphone, Electro-Voice Mod. RE16	223563	08 75	085	178.34
Solarspot, Baby, Type 14710	223710	12 75	085	186.74
Solarspot, Baby, Type 14663	223711	12 75	085	186.74
Solarspot, Baby Type 407-1000 14714	223712	12 75	085	186.74
Solarspot, Baby Type 407-1000 14735	223713	12 75	085	186.74
Solarspot, Baby Type 407-1000 14718	223714	12 75	085	186.73
Solarspot, Baby Type 407-1000 14733	223715	12 75	085	186.73
Solarspot, Baby, Type 14715	223716	12 75	085	186.73
Solarspot, Baby, Type 14736	223717	12 75	085	186.73
Solarspot, Baby, Type 14736	223718	12 75	085	186.73
Solarspot, Baby Type 407-1000 14649	223719	12 75	085	186.73
Solarspot, Baby Type 407-1000 14667	223720	12 75	085	186.73
Solarspot, Baby Type 407-1000 14741	223721	12 75	085	186.73
Solarspot, Baby, Type 14648	223722	12 75	085	186.73
Solarspot, Baby Type 407-1000 14719	223723	12 75	085	186.73
Solarspot, Baby Type 407-1000 14625	223724	12 75	085	186.73
Solarspot, Baby Type 407-1000 14725	223725	12 75	085	186.73
Solarspot, Baby, Type 14709	223726	12 75	085	186.73
Solarspot, Baby, Type 14652	223727	12 75	085	186.73
Solarspot, Baby, Type 14664	223728	12 75	085	186.73
Solarspot, Baby, Type 14637	223729	12 75	085	186.73
Solarspot, Baby, Type 14667	223730	12 75	085	186.73
Solarspot, Baby, Type 14633	223731	12 75	085	186.73
Solarspot, Baby, Type 14732	223732	12 75	085	186.73
Solarspot, Baby, Type 14738	223733	12 75	085	186.73
Solarspot, Baby, Type 14647	223734	12 75	085	186.73
Solarspot, Baby, Type 14731	223735	12 75	085	186.73
Solarspot, Baby Type 407-1000 14711	223736	12 75	085	186.73
Solarspot, Baby, Type 14650	223737	12 75	085	186.73
Solarspot, Baby, Type 14659	223738	12 75	085	186.73
Solarspot, Baby, Type 14716	223739	12 75	085	186.73
Solarspot, Baby, Type 14739	223740	12 75	085	186.73
Solarspot, Baby, Type 14712	223741	12 75	085	186.73
Solarspot, Baby, Type 14669	223742	12 75	085	186.73
Solarspot, Baby, Type 14737	223743	12 75	085	186.73
Solarspot, Baby Type 407-1000 14740	223744	12 75	085	186.73
Solarspot, Baby Type 14721	223745	12 75	085	186.73
SM-53 Shure (61F179) Microphone	230096	01 70	085	135.00
Shure - SM-53 (Microphone)	231190	03 70	085	135.00
Shure - SM-53 (Microphone)	231192	03 70	085	135.00
Shure - SM-53 (Microphone)	231193	03 70	085	135.00
Tables, Rolling	231343	12 69	085	151.00
Tables, Rolling	231344	12 69	085	151.00
Receiver, Television, Monochrome187	244337	03 71	085	125.47
Scoop, Colortran, Focusing	253522	04 72	085	79.00
Scoop, Colortran, Focusing	253523	04 72	085	79.00
Scoop, Colortran, Focusing	253524	04 72	085	79.00
Scoop, Colortran, Focusing	253525	04 72	085	79.00
Scoop, Colortran, Focusing	253526	04 72	085	79.00
Scoop, Colortran, Focusing	253527	04 72	085	79.00
Scoop, Colortran, Focusing	253528	04 72	085	79.00
Scoop, Colortran, Focusing	253529	04 72	085	79.00

<u>Description</u>	<u>INV.NBR.</u>	<u>DATE</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Scoop, Colortran Focusing	253530	04 72	085	79.00
Scoop, Colortran Focusing	253531	04 72	085	79.00
Scoop, Colortran Focusing	253532	04 72	085	79.00
Scoop, Colortran Focusing	253533	04 72	085	79.00
Scoop, Colortran Focusing	253534	04 72	085	79.00
Scoop, Colortran Focusing	253535	04 72	085	79.00
Scoop, Colortran Focusing	253536	04 72	085	79.00
Scoop, Colortran Focusing	253537	04 72	085	79.00
Tapeshooter, Model 100-Y5 6R-65677	254499	03 72	085	77.01
Cabinet, Varsityper	258339	04 74	085	68.25
Pocket Memo, Norelco 85 616947	259401	06 72	085	80.75
Transcriber, Norelco 86, 118012	259402	06 72	085	213.75
Converter, Jerrold UHF/VHF 5286	259588	06 72	085	219.24
Ladder, Johnson Heavy Duty Step	263797	01 73	085	52.27
Ladder, Johnson Heavy Duty Step, 12	263798	01 73	085	52.27
Rack, Revolving Audio Tape	264380	01 73	085	98.38
Recorder, Sony TC-110A 209665	264446	02 73	085	130.00
Adding Machine, Olivetti 7084870	264461	01 73	085	112.00
Microphone Mixer W/Remote Amplifier	266535	04 73	085	149.00
Cassett Tape Machine 212916	267883	05 73	085	130.00
Microphone, Sony Tie-Tack Lapel 8304	271048	08 73	085	112.46
Adding Machine, Electric 1109297	271210	10 73	085	104.94
Microphone, ECM-50 Sony	271602	09 73	085	112.46
Bulk Degausser	278021	02 74	085	105.00
Cabinet, Assembly	279701	08 74	085	203.10
Cabinet, Assembly	279702	08 74	085	203.10
Cabinet, Assembly	279703	08 74	085	203.10
Cabinet, Assembly	279704	08 74	085	203.10
Cabinet, Assembly	279705	08 74	085	203.10
Cabinet, Assembly	279706	08 74	085	203.10
Cabinet, Assembly	279707	08 74	085	203.09
Cabinet, Assembly	279708	08 74	085	203.09
Cabinet, Assembly	279709	08 74	085	203.09
Bulletin Board	280991	06 74	085	57.66
Bulletin Board	280994	06 74	085	57.66
Bulletin Board	280995	06 74	085	57.66
Bulletin Board	280996	06 74	085	57.66
Bulletin Board	280997	06 74	085	57.66
Adding Machine, 12 Column 1105319	283572	08 74	085	104.94
Microphone, RE15 7822	287583	03 75	085	124.00
Microphone, RE15 7427	287584	03 75	085	124.00
Ladder, Step, 14' Heavy Duty	291960	05 75	085	89.00
Solarspot, Baby W/BarnDoors 13936	293681	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13948	293682	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13944	293683	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13915	293684	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13942	293685	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13940	293686	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13938	293687	05 76	085	165.55
Solarspot, Baby W/ Barndoor 13895	293688	05 76	085	165.55
Directory Board 32 x 48	294931	06 75	085	147.55
Calculator, Electronic, 07371	308294	06 76	085	139.63
Calculator, 0516678	308711	07 76	085	185.00

(Items With Value More Than \$250.)

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Analyzer, Distortion Ser.#T656	RS0267	CMB 7.110	11 49	085	435.50
Machine Line O Scribe 2235	042637	CMB 3.114	09 54	085	495.00
Recorder, Console-54L172	043350	CMB 6.202	01 55	085	812.91
Recorder, Ampex Mod. 350-R	045325	CMB 3.132	08 55	085	603.68
Camera, Arriflex 16 MM W/Case	059340	CMB 3.120	06 67	085	2,966.50
Oscilloscope Tektronix 2015	063060	CMB 2.104	01 56	085	1,179.02
Camera, Radio-TV W/Viewfinder SN1072	063603	CMB 4.132	01 56	085	8,835.25
Camera, Radio-TV W/Viewfinder SN1055	063604	CMB 4.132	02 56	085	8,845.31
Radio TV Boom Micro 574 and 742	063671	CMB 6.102	03 56	085	1,849.50
Pedestal TV Camera 65	063724	CMB 4.118	04 56	085	1,800.00
Multiplexer RCA TP 11 1103	064336	CMB 7.100	06 56	085	940.41
Microphone MI 11017	066686	ITC	12 56	085	59.00
Tripod Camera 2091	066960	CMB 2.104	01 57	085	278.00
Titler SCS Mod TG IV	070020	CMB 8.100	04 57	085	294.00
Recorder, Ampex Tape Mod. 350,57J62	072204	CMB 4.120	10 57	085	671.92
Recorder Amplifier Magnaync 1619	076682	CMB 8.100	04 58	085	2,235.42
Oscilloscope Tektronix 394	080209	CMB 7.110	11 58	085	1,200.00
Monitor Conrac CNB C 25379	080213	CMB 6.112	11 58	085	269.17
Monitor Conrac CNB C 25369	080214	CMB 7.110	11 58	085	269.17
Monitor Conrac CNB C 25378	080215	CMB 6.202	11 58	085	269.17
Tower, 500 IDECO	088097	CMB Rt.46	04 60	085	27,000.00
Antenna, 8'-KTBC-TV	089847	So. 1st St.	12 61	085	1,048.80
Antenna, 8'-KTBC-TV	089848	"	12 61	085	1,048.80
Antenna, 6'-KTBC-TV	089849	"	12 61	085	784.80
Reflectors, 2 KTBC-TV	089851	"	12 61	085	2,522.00
Antenna, 8'-Route 46	089852	Rt. 46	12 61	085	1,046.40
Antenna, 8'-San Marcos	089858	San Marcos	12 61	085	1,046.40
Antenna, 8'-San Marcos	089859	"	12 61	085	1,046.40
Building, 10' x 12' San Marcos	089860	"	12 61	085	3,248.40
Fence- 34' San Marcos	089861	"	12 61	085	427.24
Reflectors, 2 San Marcos	089862	"	12 61	085	2,522.00
Antenna, 8' Route 46	089863	Rt. 46	12 61	085	1,046.40
Building, 10 1/2 x 16' Route 46	089865	"	12 61	085	4,333.75
Fence- 42 1/2' - Route 46	089866	"	12 61	085	534.28
Antenna, 4'-Hildebrand	089870	Hildebrand	12 61	085	523.20
Antenna, 8'-Hildebrand	089874	"	12 61	085	1,046.40
Building, 10' x 12'-Hildebrand	089875	"	12 61	085	3,248.40
Reflector-Hildebrand	089876	"	12 61	085	1,261.00
Antenna, 4'	089881	CMB Roof	12 61	085	523.20
Antenna, 4'-KONO-TV	089882	ITC	12 61	085	523.20
Amplifier, Recording for Mod.	090244	CMB 4.120	10 57	085	590.45
Multiplexer W/Attachments TR-11	090732	CMB 7.100	02 60	085	560.58
Switcher TS-10A-658	090736	CMB 2.104	02 60	085	700.00
Chain, Video Film-1023	090741	CMB 2.104	02 60	085	2,000.00
Chain, Video Film-1021	090742	CMB 7.110	02 60	085	2,000.00
Monitor, Television-36697	091156	CMB 6.202	03 60	085	289.57
Splicer, Smith 1047	091172	CMB 8.100	03 60	085	1,168.50
Camera, RCA-1592	092215	TXMTR	07 58	085	950.00
Chassis Camera Control-1561	092216	"	07 58	085	2,046.25
Chassis, Vidicon Deflection-1544	092217	"	07 58	085	1,300.00
Amplifier, Vidicon-2807	092218	"	07 58	085	300.00
Chassis, Control-1038	092224	"	04 60	085	296.00

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Set, Video Transmission Test-327	100929	CMB 7.110	01 61	085	2,796.15
Drill Press-1232032	101385	CMB 7.110	02 61	085	350.00
Projector, Bell Howell TV-15134	102579	TXMTR	04 61	085	2,674.50
Playback, Collins-7171	102786	CMB 2.104	05 61	085	603.00
Playback, Collins-7107	102787	CMB 2.104	05 61	085	603.00
AMP, Collins Record-5196	102788	CMB 2.104	05 61	085	391.00
Recorder, Videotape-Ampex SN951A2777	103252	CMB 8.100	06 61	085	47,655.00
Recorder, Videotape-Ampex SN957A3552	103253	CMB 8.100	06 61	085	45,665.00
Generator Searchlight	107542	BRC 2	05 66	085	500.00
Generator Searchlight	107543	BRC 2	05 66	085	500.00
Generator, Video Signal	115604	CMB 8.100	12 61	085	300.00
Set, Transmission Test	115606	TXMTR	12 61	085	1,400.00
Generator, Video Sweep	115608	CMB 7.110	12 61	085	714.50
Generator, Video Sweep	115609	ITC	12 61	085	714.50
Electronics Rack-Transmitterreceive	115610	CMB 8.100	08 61	085	20,531.90
Electronics, Rack Equipment	115611	CMB 8.100	10 61	085	10,641.54
Electronics, Rack	115612	CMB 8.100	10 61	085	2,660.40
Electronics Rack-Transmitter-Receive	115616	So. 1st St.	10 61	085	22,415.50
Electronics Rack-Receiver-Transmitt	115624	San Marcos	12 61	085	4,514.40
Elect, Rack Transmitter Receiver	115625	San Marcos	12 61	085	5,320.80
Tower, 300' San Marcos	115626	San Marcos	12 61	085	8,004.00
Stub, 30' Tower Guy Tower	115627	San Marcos	12 61	085	800.40
Electronics Rack-Receiver-Transmitt	115629	Rt. 46	12 61	085	20,075.90
Elect, Rack 1 Receiver	115630	Rt. 46	12 61	085	5,320.82
Tower, 400'-Rt. 46	115632	Rt. 46	12 61	085	10,672.00
Electronics Rack-Receiver-Transmitt	115635	Hildebrand	12 61	085	17,871.50
Electronics, Rack Transmitter	115636	"	12 61	085	2,660.41
Electronics, Rack Receiver	115637	"	12 61	085	2,660.41
Receiver, Transmission Test-130	115648	TXMTR	12 61	085	500.00
Projector, Still Picture	115743	CMB 3.114	02 62	085	257.00
Camera, Arriflex 16-9714	115745	ITC	02 62	085	2,434.00
Camera W/Attachments 16 MM	115751	CMB 3.120	12 62	085	744.23
Monitor, TV Wave-274	116915	CMB 7.110	03 62	085	1,083.78
Monitor, Conrac Dual 81N-50321	117754	CMB 7.110	05 62	085	526.58
Monitor, Conrac Dual 8-N-48411	117755	CMB 3.102	05 62	085	526.58
Monitor Conrac-CPA14	118426	CMB 4.120	05 62	085	595.00
Assembly, Twin 8" Monitor	119019	CMB 4.120	06 62	085	526.58
Light, Motion Picture 500 Watt W/Sta	119110	BRC 2	06 62	085	430.00
Equipment, Input-1 Rack	119799	TXMTR	07 62	085	8,400.00
Equipment, Monitoring 1 Rack	119800	TXMTR	07 62	085	8,400.00
Line, Transmission	120435	TXMTR	07 62	085	23,200.00
Monitor, Conrac	125435	CMB 4.120	08 62	085	585.50
Monitor, Conrac	125436	CMB 4.120	08 62	085	585.50
Monitor, RCA TV Picture	125438	CMB 4.120	08 62	085	309.25
Monitor, RCA TV Picture	125439	CMB 4.118	08 62	085	309.25
Monitor, RCA TV Picture	125440	CMB 6.206	08 62	085	309.25
Monitor, RCA TV Picture	125441	CMB 6.206	08 62	085	309.25
Spotlight, 3000 Watt Following	125609	CMB 6.102	08 62	085	621.22
Dolly, Pedestal-637	126042	CMB 4.118	08 62	085	2,200.00
Dolly, Pedestal-638	126043	CMB 4.118	08 62	085	2,200.00
Recorder, Ampex Tape	126427	CMB 3.102	08 62	085	1,396.50
Monitor	128375	CMB 2.112	10 62	085	306.25
Monitor	128376	CMB 7.110	10 62	085	306.25
Monitor	128377	CMB 7.110	10 62	085	306.25
Monitor	128378	CMB 6.112	10 62	085	306.25
Monitor	128379	CMB 4.120	10 62	085	306.25

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Monitor	128380	CMB 4.120	10 62	085	306.25
Monitor Rack Mount	129091	CMB 6.112	11 62	085	570.00
Monitor TV	129092	CMB 6.112	11 62	085	579.50
Monitor TV	129141	CMB 6.112	11 62	085	579.50
Spotlight, 5000 W-W/Barndoor 2839	129586	BRC 2	02 71	085	271.76
Spotlight, 5000 W-W/Barndoor 3234	129587	BRC 2	02 71	085	271.76
Splicer, 16/35 MM Film	129588	CMB 3.120	12 62	085	318.78
Monitor, RCA TV Picture-17"	129651	CMB 7.110	12 62	085	313.75
Monitor, RCA TV Picture-17"	129652	CMB 7.110	12 62	085	313.75
Monitor, RCA TV Picture-17"	129653	CMB 6.112	12 62	085	313.75
Monitor, RCA TV Picture-17"	129654	CMB 4.120	12 62	085	313.75
Monitor, RCA TV Picture-17"	129655	CMB 6.112	12 62	085	313.75
Oscilloscope	130513	CMB 7.110	01 63	085	875.00
Monitor, TV Wave-000688	131215	CMB 7.110	02 63	085	1,075.00
Bridge, Resistance Testing-322	131471	CMB 7.110	03 63	085	666.66
Saw, Circular power cutoff-13324	131598	CMB 2.116	03 63	085	300.00
Generator, Hickok	139961	CMB 7.110	08 63	085	253.72
Unit, Cartridge Playback	139970	CMB 2.104	08 63	085	718.25
Calibrator, Deviation	140785	CMB 7.110	10 63	085	400.00
Machine, Envoy Dictating	141621	ITC	11 65	085	281.25
Projector, Selectroslide-5131	142152	CMB 6.202	11 63	085	427.20
Machine, Singer Sewing	144234	CMB 2.104	01 64	085	280.75
Monitor, Conrac Dual Rack Mounted	144945	CMB 4.120	01 64	085	496.00
Monitor, Conrac Dual Rack Mounted	144946	CMB 4.120	01 64	085	495.00
Monitor, Conrac Dual Rack Mounted	144947	CMB 4.120	01 64	085	495.00
Tuner, Conpac Television	145529	CMB 2.104	02 64	085	254.80
Copy Board, Visualizer	145613	CMB 3.114	03 64	085	341.05
Compensator, Mincom Dropout	146424	CMB 8.100	04 64	085	2,765.15
Mike Boom, Preambulator-667	148480	ITC	06 64	085	1,500.00
Spotlight, Tener	148913	BRC 2	06 64	085	300.00
Spotlight, Tener	148914	BRC 2	06 64	085	300.00
Camera, GE Closed Circuit TV W/PX-7	151458	ITC	04 70	085	4,941.75
Camera, GE Closed Circuit TV	151459	ITC	04 70	085	3,094.75
Camera, GE Closed Circuit TV	151461	CMB 7.110	04 70	085	3,094.75
Monitor, Waveform-Tektronix	151471	CMB 2.104	04 70	085	710.00
Monitor, Conrac	156627	CMB 8.100	12 64	085	575.00
VR-1000C VTR W/Intersync. Amtec.	156628	CMB 8.100	12 64	085	17,500.00
Camera, Zoom (Fairchild) 8MM	156911	BRC 2	04 70	085	297.80
Typewriter, IBM #2724167	186051	CMB 3.112	01 67	085	385.00
Videorecorder, Ampex #4964790	186994	CMB 2.104	01 67	085	8,000.00
Projector, Art-O-Graph Verticle	189507	CMB 3.114	08 67	085	385.50
Monitor, Television	189930	CMB 6.112	03 67	085	269.50
Machine, Transcribing #A2110	190070	CMB 3.144	04 67	085	334.28
Cutter Paper Chandler-Price SN 4173	198876	CMB 3.126	09 70	085	282.45
Splicer, Hot for 16MM 35MM Film	200013	BRC 2	12 67	085	305.00
Lighting Kit, W/Pedestal Kit 40910	200039	BRC 2	12 67	085	297.00
Lighting Kit, W/Pedestal Kit 40910	200040	BRC 2	12 67	085	297.00
Receiver, Sennheiser 10719	200188	CMB 6.112	01 68	085	329.10
Tripod, W/OConner Fluid Head	200653	CMB 4.122	01 68	085	400.00
Amplifier, SA2 Main W/Connector	200778	CMB 7.110	01 68	085	554.75
Head, Tripod Model "C"	202455	BRC 2	12 67	085	315.00
Elemack Dolly, Camera Model RS-2 2	202840	BRC 2	02 68	085	5,600.00
Projector, 16MM Bell & Howell 15611	203095	BRC 2	02 68	085	742.50
16MM Magnaasync	203096	BRC 2	01 68	085	1,682.45
Boom Preambulator 2-426 3-422	203792	BRC 2	02 68	085	1,745.00

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Amplifier, Main Trunk 236357	203819	CMB 7.110	02 68	085	540.00
Demodulator, Wideband Model WBD-8	203828	CMB 7.110	02 68	085	805.00
Meter, Field Strenght Mod. 720	206410	CMB 7.110	08 68	085	295.00
Typewriter, IBM Standard Elec 621864	213080	ITC	01 69	085	405.00
Typewriter, IBM Standard Elec 621649	213081	CMB 3.120	01 69	085	405.00
Borderlight, Kliegl CYC	221660	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221661	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221662	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221663	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221664	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221665	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221666	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221667	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221668	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221669	CMB 6.102	12 72	085	404.00
Borderlight, Kliegl CYC	221670	CMB 6.102	12 72	085	404.00
Telequipment Scope D66 443934	222367	TXMTR	09 73	085	862.20
Baby Senior Solar-Spot W/498	222472	CMB 6.102	02 78	085	459.50
Baby Senior Solar-Spot W/497	222473	CMB 6.102	02 76	085	459.50
Baby Senior Solar-Spot W/434	222474	CMB 6.102	02 76	085	459.50
Baby Senior Solar-Spot W/442	222475	CMB 6.102	02 76	085	459.50
Baby Senior Solar-Spot W/500	222476	CMB 6.102	02 76	085	459.50
Baby Senior Solar Spot W/440	222477	CMB 6.102	02 76	085	459.50
Baby Senior Solar Spot W/432	222478	CMB 6.102	02 76	085	460.91
Baby Senior Solar Spot W/	222479	CMB 6.102	02 76	085	460.91
Baby Senior Solar Spot W/492	222480	CMB 6.102	02 76	085	460.91
Baby Senior Solar Spot W/443	222481	CMB 6.102	02 76	085	454.88
Baby Senior Solar Spot W/499	222482	CMB 6.102	02 76	085	454.88
Baby Senior Solar Spot W/425	222483	CMB 6.102	02 76	085	454.88
Junior Solar Spot, Type 412, W/	222484	CMB 6.102	02 76	085	293.99
Junior Solar Spot, Type 412, W/	222485	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222486	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222487	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222488	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222489	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14260	222490	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14274	222491	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14282	222492	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14285	222493	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14287	222494	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14283	222495	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14256	222496	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14271	222497	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14263	222498	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14289	222499	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14259	222500	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14281	222501	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14291	222502	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14290	222503	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14261	222504	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14275	222505	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14265	222506	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14262	222507	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14278	222508	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14277	222509	CMB 6.102	02 76	085	293.95

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Junior Solar Spot, Type 412, W/14254	222510	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14266	222511	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14272	222512	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14264	222513	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14284	222514	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14293	222515	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14269	222516	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14255	222517	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222518	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14279	222519	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14288	222520	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14276	222521	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14292	222522	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14268	222523	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/	222524	CMB 6.102	02 76	085	293.95
Junior Solar Spot, Type 412, W/14267	222525	CMB 6.102	02 76	085	293.95
Cyclite, 12LT 3CKT Spcl	222842	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT SPCL	222843	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222844	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222845	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222846	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222847	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222848	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222849	CMB 6.102	02 76	085	384.70
Cyclite, 12LT 3CKT Spcl	222850	CMB 6.102	02 76	085	384.70
Solar Spot, Jr., W/Barndoor 15332	223666	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15327	223667	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15329	223668	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15336	223669	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15342	223670	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15333	223671	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15346	223672	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15328	223673	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15344	223674	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15330	223675	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15337	223676	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15338	223677	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15347	223678	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15335	223679	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15334	223680	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15346	223681	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15343	223682	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15341	223683	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15340	223684	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15339	223685	CMB 6.112	12 75	085	318.75
Jr. Solar Spot, W/Barndoor 15331	223686	CMB 6.112	12 75	085	318.75
Solar Spot, Jr. Type 412-2000 15413	223695	CMB 6.112	12 75	085	332.00
Solar Spot, Jr. Type 412-2000 15425	223696	CMB 6.112	12 75	085	332.00
Solar Spot, Jr. Type 412-2000 15421	223697	CMB 6.112	12 75	085	332.00
Solar Spot, Jr. Type 412-2000 15418	223698	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15417	223699	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15350	223700	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15415	223701	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15420	223702	CMB 6.112	12 75	085	332.01

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Solar Spot, Jr. Type 412-2000 15422	223703	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15349	223704	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15419	223705	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15424	223706	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15411	223707	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15407	223708	CMB 6.112	12 75	085	332.01
Solar Spot, Jr. Type 412-2000 15348	223709	CMB 6.112	12 75	085	332.01
Assembly Board	224191	CMB 8.100	08 76	085	400.90
Assembly Board	224192	CMB 8.100	08 76	085	400.90
Typewriter, IBM Selectric 5712810	236752	CMB 3.220	08 70	085	440.00
Typewriter, IBM Selectric 9212541	238511	CMB 3.216	10 70	085	440.00
Television, Color, Solid 179960	247947	CMB 3.102	08 71	085	1,200.00
Television, Color, Solid 18827	247948	CMB 3.102	08 71	085	1,200.00
Camera, Color TV W/Associated Items	249353	CMB 4.118	10 71	085	49,075.99
Camera, Color TV W/Accessories	249354	CMB 4.118	10 71	085	49,076.00
Camera, Color TV Ser. #03036	249355	CMB 4.118	10 71	085	49,076.01
Generator, Sync W/Acces.	250781	CMB 7.110	12 71	085	7,797.65
Softlight, Colortran Super	253521	CMB 6.102	04 72	085	350.52
Generator, Signal Tektronix B010232	253667	CMB 7.110	12 71	085	2,547.45
Dictaphone 911435	253678	ITC	01 72	085	460.00
Transcriber 908812	253679	ITC	01 72	085	460.00
Monitor, R529 013110	253981	CMB 8.100	01 72	085	1,586.97
Projector, Model St-2H, 16MM 403991	253982	CMB 3.206	01 72	085	614.79
Monitor, Tektronix Model B010138	254559	CMB 8.100	04 72	085	2,358.73
Monitor, Tektronix Model B010214	254560	CMB 7.100	04 72	085	2,358.72
Varityper, 320 Typemaster 50-1007-2	258334	CMB 3.110	04 74	085	4,334.00
Typewriter, IBM Selectric 9601738	262062	CMB 3.112	10 72	085	482.40
Record Criterion 80 Unit CAD-811	262085	CMB 4.120	09 72	085	748.00
Telecord. Model 705 705821649	263684	CMB 3.144D	01 73	085	1,025.34
Tape Timer, Lyrec Timer High Speed	264462	CMB 8.100	01 73	085	297.22
Record/Reproducer, Sony 14658	264733	ITC	02 73	085	1,164.07
Typewriter, Electric IBM 2332952	266131	CMB 3.122	02 74	085	600.00
Calculator, Pocket HP 1336A15714	272218	CMB 7.102	11 73	085	395.00
Typewriter, Contemporary 132906	272474	WWH 410	01 74	085	425.70
Television Receiver, Color 5249534	272510	WWH 414	10 73	085	338.00
Panasonic NV-5120, W/Video	276482	ITC	01 74	085	1,179.00
Television Tape Recorder 2641420	278020	CMB 8.100	02 74	085	138,313.00
Pedestal, Pneumatic Vinten 370278	279152	CMB 6.112	04 74	085	2,008.29
Pedestal, Pneumatic Vinten 370280	279153	CMB 6.112	04 74	085	2,008.29
Pedestal, Pneumatic Vinten 370277	279154	CMB 6.112	04 74	085	2,008.29
Camera Head W/Zoom Bracket 3717738	279155	CMB 6.112	04 74	085	2,008.29
Camera Head W/Zoom Bracket 3717746	279157	CMB 6.112	04 74	085	2,008.29
Camera Head W/Zoom Bracket 3717743	279179	CMB 6.112	04 74	085	2,008.29
Cabinet, Assembly	279698	CMB 3.102	08 74	085	365.02
Cabinet, Assembly	279699	CMB 3.102	08 74	085	365.02
Cabinet, Assembly	279700	CMB 3.102	08 74	085	365.01
Monitor CRB=14R 557231-A2266943	279923	CMB 8.100	07 74	085	1,125.64
Cabinet, Assembly	279958	CMB 3.102	08 74	085	449.16
Cabinet, Assembly	279959	CMB 3.102	08 74	085	449.16
System, Color TV Camera #2013	280466	CMB 6.112	05 74	085	54,514.32
System, Color TV Camera #02017	280467	CMB 6.112	05 74	085	54,514.33
Typewriter, Electric 13 DE 01044051	280688	CMB 3.120	04 75	085	279.77
Typewriter, Electric, 13 DE 0104391	280689	CMB 3.218	04 75	085	279.77
Monitor, Conrac 9" Picture W/Rack	281712	CMB 8.100	07 74	085	800.00
Camera, TK28 NTSC Vidicon Film	283647	CMB 8.100	08 74	085	44,704.50
Monitor, TEK 520	283648	CMB 8.100	08 74	085	1,500.00

DESCRIPTION	INV.NBR.	LOCATION	DATE	DEPT.	AMOUNT
Projector, TP66 Film	283649	CMB 8.100	08 74	085	10,000.00
Projector, TP66 Film	283650	CMB 8.100	08 74	085	10,000.00
Projector, TP7 60 Slide	283651	CMB 8.100	08 74	085	3,500.00
Multiplexer, TP55	283652	CMB 8.100	08 74	085	7,500.00
Amplifier, Jerrold #SA-2AW	288424	CMB 8.100	05 74	085	600.00
Console, Monitor Head Test Assy 119	289029	CMB 4.104	10 75	085	1,533.00
Rack, IE, #8	289447	CMB 3.102	12 74	085	309.65
Rack, IE #8	289448	CMB 3.102	12 74	085	309.65
Rack, IE #8	289449	CMB 3.102	12 74	085	309.65
Rack, IE #8	289450	CMB 3.102	12 74	085	309.65
Rack, IE #8	289451	CMB 3.102	12 74	085	309.65
Rack, IE #8	289452	CMB 3.102	12 74	085	309.65
Rack, IE #8	289453	CMB 3.102	12 74	085	309.65
Rack, IE #8	289454	CMB 3.102	12 74	085	309.65
Rack, IE #8	289455	CMB 3.102	12 74	085	309.65
Rack, IE #8	289456	CMB 3.102	12 74	085	312.95
Rack, IE #8	289457	CMB 3.102	12 74	085	312.95
Rack, IE #8	289458	CMB 3.102	12 74	085	311.95
Rack, IE #8	289459	CMB 3.102	11 75	085	312.95
Rack, IE #8	289460	CMB 3.102	01 75	085	312.95
Rack, IE #8	289461	CMB 4.104	01 75	085	318.05
Rack, IE #8	289462	CMB 4.104	01 75	085	318.05
Rack, IE #8	289463	CMB 4.104	01 75	085	336.73
Rack, IE #8	289464	CMB 4.104	01 75	085	336.73
Rack, IE #8	289465	CMB 4.104	01 75	085	336.73
Frame	289466	CMB 3.102	01 75	085	311.86
Frame	289467	CMB 3.102	01 75	085	311.86
Board, Bulletin	294932	CMB 3.100	05 75	085	250.65
Receiver, TV, JT 970W 507450811	495155	CMB 3.206	05 76	085	455.50
Generator, Edit Code 0194	299451	CMB 8.100	04 77	085	2,100.00
Generator, Sweep, Model SG 57 32626	302677	CMB 7.110	11 75	085	263.66
Vectorscope, Tektronix B405213	302923	CMB 3.102	11 75	085	3,366.99
Automatic Editing Control 11173	303964	CMB 8.100	12 75	085	2,095.00
Recorder, Videocassette 20624	303965	CMB 8.100	12 75	085	3,800.00
Recorder, Videocassette 20096	303966	CMB 8.100	12 75	085	4,200.00
Monitor, Conrac 297546	305294	CMB 6.206	04 77	085	464.00
Monitor, Conrac	305295	CMB 6.206	04 77	085	464.00
Monitor, Conrac 296297	305296	CMB 6.206	04 77	085	464.00
Monitor, Conrac 297652	305297	CMB 6.206	04 77	085	464.00
Instertter, Video Character 0076	305320	CMB 8.100	01 76	085	3,320.00
Monitor, Video Conrac 298913	305431	CMB 6.206	01 76	085	512.00
Monitor, Video Conrac 298881	305432	CMB 6.206	01 76	085	512.00
Monitor, Video Conrac 298774	305433	CMB 6.206	01 76	085	512.00
Restorer, Edit Code	305660	CMB 8.100	04 77	085	275.00
Recorder, Studer 16 Channel 204	305903	CMB 6.202	01 76	085	18,768.55
Television, Color Monitor 300277	307006	CMB 3.102	04 77	085	3,657.50
Television Studio Light Dimming	308709	CMB 4.120	04 77	085	7,890.00
Reels, Electric TV	308811	BRC 2	03 79	085	349.00
Transcriber, Sony Complete 20392	309405	WWH 412	10 76	085	581.11
Meter, Tricolor	310459	CMB 7.110	09 76	085	570.00
Tape Cartridge Reproducer	311218	CMB 3.102	10 76	085	1,720.00
Monitor, Display B118426	311289	CMB 8.100	09 76	085	955.56
Monitor, Display B118428	311290	CMB 8.100	09 76	085	955.56
Monitor, WVFRM B262289	311291	CMB 8.100	09 76	085	1,585.55
Recorder, Cassette Video, Sony	312592	CMB 7.110	10 76	085	2,187.00
Monitor, Color 10866	312594	CMB 3.224	10 76	085	350.00
Duplicating Machine Offset 324630	334664	CMB 3.126	06 78	085	7,783.20
Refrigerator, 25 cu. ft. 480-449	335763	CMB 2.104	06 78	085	425.00

SCHEDULE B - FURNITURE

COMMUNICATION BUILDING B

Room # 2.104

<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
276874	Cabinet, Film Storage	224.70
276920	Cabinet, Film Storage	224.70
276915	Cabinet, Film Storage	224.70
276858	Cabinet, Film Storage	224.70
276860	Cabinet, Film Storage	224.70
276893	Cabinet, Film Storage	224.70
276895	Cabinet, Film Storage	224.70
276869	Cabinet, Film Storage	224.70
276908	Cabinet, Film Storage	224.70
195484	File Cabinet (Publicity) 4 Dr.	56.55
072131	File Cabinet (Publicity) 4 Dr.	56.55
140989	File Cabinet (Publicity) 4 Dr.	55.00
079748	File Cabinet (Publicity) 4 Dr.	53.46
186931	File Cabinet (Publicity) 4 Dr.	66.35
202620	File Cabinet (Publicity) 4 Dr.	56.55
125557	File Cabinet (Publicity) 4 Dr.	55.00
154898	File Cabinet (Publicity) 4 Dr.	47.00
202624	File Cabinet (Publicity) 4 Dr.	56.55
227703	File Cabinet (Programming) 4 Dr.	56.55
186951	File Cabinet (Production) 4 Dr.	61.25
277251	Desk, DP (Production)	157.21
C676	Refrigerator Freezer (Production)	425.00
276922	Cabinet	224.70
276857	Cabinet	224.70
276871	Cabinet	224.70
276909	Cabinet	224.70
280162	Cabinet	224.70
276887	Cabinet	224.70
276867	Cabinet	224.70
276851	Cabinet	224.70
276854	Cabinet	224.70
276861	Cabinet	224.70
276902	Cabinet	224.70
	Table	50.00
	Bookcase (2 section)	75.00
A25420	File Cabinet, 4 Dr.	56.55
273786	Desk, SP	115.58
139042	Desk	95.28
A10289	Desk	25.00
A10288	Desk	12.00
A10810	Bookcase	24.00
	File Cabinet, 4 Dr. Storage Area	
A10963	File Cabinet	47.04
048727	File Cabinet	46.56
A12231	File Cabinet	117.04
A20812	File Cabinet	37.40
A9887	File Cabinet	5.50
102410	File Cabinet	42.00

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 2.104</u>	RS348	File Cabinet - 4 Dr.	31.00
	RS 144	File Cabinet - 4 Dr.	31.00
	RS 142	File Cabinet - 4 Dr.	31.00
	142274	File Cabinet - 4 Dr.	40.00
<u>Room # 2.106</u>	276765	Desk, DP	157.21
	277035	Desk, SP	115.58
	276926	Counter	587.00
	211238	Table, Typing	16.00
	A 1738	Table, Typing	16.00
	277274	Chair, Swiv	74.59
	159293	Table, Typing	16.00
	159291	Table, Typing	16.00
	125536	File Cabinet, 4 Dr.	55.00
		Desk, Wood, DP	27.54
	277002	Chair, Swiv	74.59
	277439	Cabinet	53.65
	277265	Chair, Side	63.76
<u>Room # 2.106A</u>	206181	Shelf Unit	85.00
	206180	Shelf Unit	85.00
	206185	Shelf Unit	85.00
	206182	Shelf Unit	85.00
	206183	Shelf Unit	85.00
	206184	Shelf Unit	85.00
	115156	Shelf Unit	31.22
	115162	Shelf Unit	31.22
	115159	Shelf Unit	31.22
	115161	Shelf Unit	31.22
	115164	Shelf Unit	31.22
	115157	Shelf Unit	31.22
	115158	Shelf Unit	31.22
	115160	Shelf Unit	31.22
	115163	Shelf Unit	31.22
	276883	Cabinet	224.70
	276875	Cabinet	224.70
	276881	Cabinet	224.70
	076356	Table, Typing	16.00
	276077	Table, 30" x 60"	60.20
278311	File Cabinet, 4 Dr.	75.00	
079329	File Cabinet, 4 Dr.	48.51	
261124	File Cabinet, 4 Dr.	75.00	
<u>Room # 2.110</u>	277293	Desk, Sec.	206.92
		Table, Typing	57.89
	276934	Chair, Swiv	74.59
	AL3910	Bookcase - Wood	25.00
		Table, Typing	16.00
	277505	Chair, Arm	63.76
238467	TV Monitor (not on equipment list)	416.00	
<u>Room # 2.110A</u>	276766	Desk, DP	157.21
	211247	Table, Typing	57.89
	276935	Chair, Arm	63.76
		Chair, Swiv. Wood	27.54

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 2.116</u>	276876	Cabinet	224.70
	099688	Chair, Sec.	25.99
	P3509	Table	23.15
		Stool, Metal	27.50
		Stool, Metal	27.50
<u>Room # 2.116B</u>	139222	Table	40.02
	276936	Desk, DP	157.21
	236984	File Cabinet, 4 Dr.	52.12
	277320	Chair, Swiv.	74.59
	186120	Light	17.23
	080464	Chest	99.38
<u>Room # 3.102</u>	237204	Desk	106.94
	264380	Cartridge Rack	98.38
	117715	Typing Table	11.90
		Secretary Chair	49.54
	277319	Chair, Swiv., orange	74.59
	277083	Chair, Swiv., orange	74.59
	280687	Typewriter	279.77
	A02961	Table	15.00
	276879	Cabinet, Metal	224.70
		Typing Table	16.00
	276884	Cabinet - Metal	224.70
		Chair, Sec.	49.54
		Stool, Metal	15.00
	277260	Bookcase	58.30
	218591	Typing Table	16.00
169600	Typing Table	16.00	
<u>Room # 3.108</u>	277303	Desk, DP	157.21
	277248	Table - 3 x 5	60.20
	276937	Table - 3 x 5	60.20
		File Cabinet, 2 Dr.	35.00
	130299	File Cabinet, 2 Dr.	35.00
		Typing Table	57.89
	085317	Bookcase	12.59
	107691	Bookcase	15.50
		Coffee Table - Square	33.68
	276791	Chair, Swiv., Exec.	74.59
	277243	Chair, Arm	63.76
	277171	Chair, Arm	63.76
	277300	Chair, Arm	63.76
<u>Room # 3.134</u>	277266	Desk, DP	157.21
	277305	Table, 3 x 5	60.20
	154895	File Cabinet, 4 Dr.	47.00
	169885	File Cabinet, 4 Dr.	48.72
	170538	File Cabinet, 4 Dr. Legal	57.54
	248783	File Cabinet, 5 Dr.	66.26
	183220	Bookcase	11.59
	107695	Bookcase	15.50
	272509	TV (Not listed on Equipment list)	338.00
		Typing Table	57.89
	145555	Typing Table	16.00

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.110</u>	277491	Desk-DP	157.21
	277497	Desk-DP	157.21
	277277	Desk-DP	157.21
	277322	Desk-DP	157.21
	277033	Desk-SP	115.58
	277240	Table - 3 x 5	60.20
	277342	Table - 3 x 5	60.20
	085825	File Cabinet - 4 Dr.	59.40
	156949	Bookcase	15.00
	087205	Bookcase	15.00
	277314	Table, Drafting	97.80
	277315	Table, Drafting	97.80
	277313	Table, Drafting	97.80
	277317	Table, Drafting	97.80
	277316	Table, Drafting (one table without tag)	97.80
		Chairs, Sec. 4	4 ea. @ 49.54
		Drawing Stool	15.00
		Chair, Swivel	74.59
	276190	Chair, no arms	52.24
	276836	Chair, no arms	52.24
		Typing Table	57.89
	185458	Typing Table	16.00
		Chair, Sec.	49.54
		Stool, Drafting	15.00
		Stool, Drafting	15.00
		Chair, Sec.	49.54
	277021	Chair, Swiv.	74.59
277519	Desk, Jour. Typing	63.87	
<u>Room # 3.114</u>	277292	Desk, Sec.	206.92
	188916	Bookcase	26.84
	264874	File Cabinet, 2 Dr.	54.63
	157331	File Cabinet, 4 Dr. Legal	52.54
	186933	File Cabinet, 4 Dr. Legal	66.35
	140982	File Cabinet, 4 Dr. Legal	55.00
	154813	File Cabinet, 4 Dr. Legal	50.00
	164567	File Cabinet, 4 Dr. Legal	54.85
	234109	File Cabinet, 4 Dr. Legal	66.15
	186932	File Cabinet, 4 Dr. Legal	66.35
	157315	File Cabinet, 4 Dr. Legal	50.00
		Typing table	16.00
		Typing table	16.00
	193794	Hat rack	14.11
	174759	Chair, Sec.	49.54
145613	Photo Modifier	341.05	
189507	Art-o-graph	385.50	
<u>Room # 3.116</u>	287329	File Cabinet, 4 Dr.	102.50
		Chair, Sec.	49.54
		Stool	15.00
<u>Room # 3.116A</u>		None	
<u>Room # 3.116B</u>		None	

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
* <u>Room # 3.120</u>	277214	Desk, Sec.	206.92
	277523	Desk, SP	115.58
	157293	File Cabinet, 4 Dr.	47.00
	143812	File Cabinet, 4 Dr.	50.00
	186840	File Cabinet, 4 Dr.	56.55
	195536	File Cabinet, 4 Dr. Legal	71.05
	186914	File Cabinet, 4 Dr.	56.55
	277204	Table, Conference	249.24
		Chair, Sec. 3	3 ea. @ 49.54
		Table, Coffee	33.68
	208675	File Cabinet, 2 Dr.	44.03
	277200	Chair, Conference	94.30
	277201	Chair, Conference	94.30
	072669	Typing table	16.00
		Typing table	16.00
* <u>Room # 3.120A</u>	277289	Table, 3 x 5	60.20
	277065	Credenza	161.00
	277231	Desk, DP	157.21
	276847	File Cabinet, 4 Dr.	72.93
	277022	Chair, Swiv. Executive	74.59
		Chair, Sec.	49.54
		Typing table	57.89
277331	Chair, Arm	63.76	
<u>Room # 3.120B</u>	277215	Desk, Sec.	206.92
	277227	Bookcase	58.30
		File Cabinet, 2 Dr.	68.92
		File Cabinet, 2 Dr.	68.92
	277195	Chair, Swiv. Executive	74.59
	275817	Chair, Arm	63.76
	277362	Chair, Arm	63.76
<u>Room # 3.120C</u>	277196	Desk - DP	157.21
	277199	Bookcase	58.30
	277197	Credenza	161.00
	293357	File Cabinet, 2 Dr.	75.62
	277444	Table 3 x 5	60.20
		Typing table	57.89
		Coffee table	33.68
	277234	Chair, Swiv. Executive	74.59
	277220	Chair, Conference	94.30
	277202	Chair, Conference	94.30
	277203	Chair, Conference	94.30
	277222	Chair, Conference	94.30
	277228	Chair, Conference	94.30
	Hat Rack	14.11	
<u>Room # 3.120D</u>	276975	Desk - DP	157.21
	277192	Bookcase	58.30
		Typing table	57.89
	277189	Chair, Swiv. Executive	74.59
	276942	Chair, no arm	52.24
	277132	Chair, arm	63.76
<u>Room # 3.120E</u>	277165	Desk - DP	157.21

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.120E</u>	277233	Chair, Swiv, Executive	74.59
	RS 108	Table	16.00
		Typing table	
	277185	Chair, no arms	52.24
	276943	Chair, no arms	52.24
<u>Room # 3.120F</u>	277082	Desk - DP	157.21
	280384	File Cabinet - 5 Dr.	110.48
		Typing table	57.89
		Chair, Sec.	49.54
	277229	Table 3 x 5	60.20
	276799	Chair, Swiv. Executive	74.59
	277168	Chair, no arms	52.24
	277182	Chair, no arms	52.24
277181	Chair, no arms	52.24	
<u>Room # 3.122</u>	277177	Desk, Sec.	206.92
		Chair, Sec.	49.54
	276953	File Cabinet - 4 Dr.	67.89
	202609	File Cabinet	56.55
	332588	Bookcase	58.30
277124	Chair, arm	63.76	
<u>Room # 3.122A</u>	328620	Desk, Exec. Walnut W/ Chair	217.70
	277161	Credenza, Walnut	381.80
		Typing table	57.89
		Coffee table	33.68
		Bookcase	35.00
		Bookcase	35.00
<u>Room # 3.126</u>	277062	Table 3 x 5	60.20
	280173	Desk SP	115.58
	198876	Paper Cutter	282.45
<u>Room # 3.126A</u>	171824	Bookcase	30.93
	171821	Bookcase	30.93
	264882	File Cabinet, 4 Dr. Legal	92.98
		Typing table	57.89
	172783	Chair, Sec.	49.54
	277340	Bookcase	58.30
	063733	Typing table	16.00
	072706	Typing table	16.00
277339	Bookcase	25.00	
<u>Room # 3.128</u>	277345	Desk, DP	157.21
	277467	Bookcase	58.30
	264872	File Cabinet, 2 Dr.	54.63
		Chair, Sec.	57.89
		Coffee table	33.68
	276834	Chair, no arms	52.24
	Chair, no arms	52.24	

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.130</u>	277290	Desk, Sec.	206.92
	277172	Desk, DP	157.21
	173102	Bookcase	30.93
	277324	File Cabinet, 5 Dr. Legal	87.70
	246320	File Cabinet, 4 Dr.	72.16
	096294	File Cabinet, 4 Dr.	62.72
	287271	File Cabinet, 4 Dr.	108.50
	085822	File Cabinet, 4 Dr.	59.40
	202696	File Cabinet, 4 Dr.	61.25
		Typing table - 4	4 ea @ 57.89
	277224	Chair, Swiv. Executive	74.59
		Chair, Sec.	49.54
		Table, Coffee	33.68
	277148	Chair, Arm	63.76
	277254	Chair, Arm	63.76
<u>Room # 3.130A</u>	IT 920	Desk, Walnut W/Chair	37.50
	332587	Bookcase	55.20
		Bookcase Bottom	
		Table, Coffee	33.68
	276006	Chair, Arm	63.76
277043	Chair, Arm	63.76	
<u>Room # 3.130B</u>	277190	Desk DP	157.21
	277311	Bookcase	58.30
	276804	Bookcase	58.30
	174259	File Cabinet, 4 Dr.	45.00
	244352	TV (not on Equipment List)	125.47
	277170	Chair, Swiv. Executive	74.59
		Table, Coffee	33.68
		Table, Typing	57.89
280168	Chair, Arm	63.76	
<u>Room # 3.134</u>	A1792	Typing table	16.00
		Typing table	16.00
	276797	Chair, Swiv, Executive	74.59
	277262	Chair, Arm	63.76
<u>Room # 3.140</u>	277078	Desk, Sec.	206.92
	291476	Typewriter, IBM Sel II (not listed on Equipment List)	615.00
	277078	Bookcase	58.30
	277297	Bookcase	58.30
	276930	File Cabinet, 4 Dr.	67.89
	277198	File Cabinet, 4 Dr.	67.89
	276948	File Cabinet, 4 Dr.	67.89
	276931	File Cabinet, 4 Dr.	67.89
	277485	File Cabinet, 4 Dr.	67.89
	276941	File Cabinet, 4 Dr.	67.89
	277080	File Cabinet, 4 Dr.	67.89
	277081	File Cabinet, 4 Dr.	67.89
	276950	File Cabinet, 4 Dr.	67.89
	276949	File Cabinet, 4 Dr.	67.89
	277341	Table 3 x 5	60.20
	276777	Chair, no arms	52.24
	275287	Chair, no arms	63.76

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
<u>Room # 3.140</u>		Chair, Sec.	57.89	
	280798	Intercom	120.41	
<u>Room # 3.140D</u>	277095	Table DP	157.21	
	280165	Bookcase	58.30	
	277096	Table 3 x 5	60.20	
	104876	File Cabinet, 4 Dr.	58.80	
	277094	Chair, Swiv., Executive	74.59	
	277093	Chair, Arms	63.76	
	276978	Chair, Arms	63.76	
		Table, Coffee	33.68	
	119258	Clock	83.15	
<u>Room # 3.140C</u>		Table, Coffee	33.68	
	277077	Bookcase, 2 Section	158.43	
	277499	Chair, Arms	63.76	
	277084	Chair, Arm	63.76	
	277086	Chair, Arm	63.76	
		Table, Coffee	33.68	
	277074	Desk, Walnut, Executive	426.30	
	277075	Credenza, Walnut	381.80	
		Chair, Swiv. Bucket	74.59	
	277037	Chair, Swiv. Desk	158.43	
	277088	Chair, Swiv. Bucket	74.59	
	<u>Room # 3.144</u>	277000	Desk, Sec.	206.92
		276999	Desk, Sec.	206.92
277142		Desk, Sec.	206.92	
277001		Desk, Sec.	206.92	
276998		Desk, Sec.	206.92	
164640		File Cabinet, 5 Dr.	63.71	
195406		File Cabinet, 5 Dr.	73.90	
195268		File Cabinet, 5 Dr.	93.90	
140977		File Cabinet, 5 Dr.	66.50	
195402		File Cabinet, 5 Dr.	73.90	
157277		File Cabinet, 5 Dr.	73.90	
305206		File Cabinet, 5 Dr.	108.80	
305208		File Cabinet, 5 Dr.	108.80	
305203		File Cabinet, 5 Dr.	108.80	
		Chairs, Sec.	5 ea @ 49.54	
		Typing Table	4 ea @ 57.89	
314026		File Cabinet - 2 Dr.	68.92	
		File Cabinet - 2 Dr.	68.92	
277019		Bookcase	58.30	
		Coat Rack	14.11	
PU110		Fan	15.00	
127133		Intercom	67.75	
169598		Typing table	16.00	
099718		Heater	12.05	
276196		Chair, no arms	52.24	
275378		Chair, no arms	52.24	
275846		Chair, no arms	52.24	

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.144A</u>	273853	Desk SP	115.58
		Jour. Typing Desk	63.87
		Chair, Sec.	49.54
<u>Room # 3.144B</u>	None		
<u>Room # 3.144D</u>	277018	Desk - DP	157.21
	159463	File Cabinet, 3 Dr.	42.50
		File Cabinet, 2 Dr.	68.92
		Jour. Typing Desk	63.87
		Typing Table	49.54
	277020	Chair, arms	63.76
	277059	Chair, arms	63.76
277169	Chair, no arms	63.76	
<u>Room # 3.144E</u>	277012	Desk DP	157.21
	277258	Table 3 x 5	60.20
	159462	File Cabinet, 3 Dr.	42.50
	305207	File Cabinet, 5 Dr.	108.80
		Table, Coffee	33.68
	277007	Chair, Swiv. Executive	74.59
	277140	Chair, Yellow, Bucket	106.95
	277113	Chair, Yellow, Bucket	106.95
	277009	Chair, arm	63.76
	277302	Chair, arm	63.76
<u>Room # 3.144F</u>	276991	Desk, Wood, Executive	426.30
	276984	Credenza	381.80
		Wood Bookcase - 2 section	158.43
	276993	Couch, Gold, Executive	539.20
		Tables, Coffee	33.68
			3 ea @
	276980	Chair, Swiv., Green	132.97
	276990	Chair, Swiv., Gold	132.97
	276995	Chair, Executive, Gold	270.70
	276994	Chair, Executive, Gold	270.70
		Typing table	57.89
	305204	File Cabinet, 5 Dr.	108.80
	280383	File Cabinet, 5 Dr.	108.80
277180	Chair, Yellow	132.97	
<u>Room # 3.144GA</u>	276983	Desk, Executive Wood	426.30
		Heater	12.05
	276961	Credenza	381.80
	276992	Credenza	381.80
		Chair - Wood - Swiv.	25.00
		Intercom	31.00
		Typing table	57.89
		Tables, Coffee	33.68
			3 ea @
	276987	Chair, Gold, Executive	270.76
	276986	Chair, Gole, Executive	270.70
		Bookcase - Wood	158.43
	276985	Couch, Gold, Executive	539.20
276981	Chair, Green, Swiv.	132.97	
A18485	Hat Rack	14.11	

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.144H</u>	276997	Desk, Sec.	206.92
	314034	File Cabinet, 2 Dr.	68.92
		Chair, Sec.	49.54
		Chair, Orange	25.00
<u>Room # 3.146</u>		Table, Conference, Walnut, 10'	
	276971	Chair, Conference	94.30
	276964	Chair, Conference	94.30
	276972	Chair, Conference	94.30
	276973	Chair, Conference	94.30
	276967	Chair, Conference	94.30
	276962	Chair, Conference	94.30
	276963	Chair, Conference	94.30
	276966	Chair, Conference	94.30
	276970	Chair, Conference	94.30
	276965	Chair, Conference	94.30
	276960	Desk	142.75
277053	Table	55.00	
<u>Room # 3.202</u>	277287	Desk DP	157.21
	277288	Bookcase	58.30
	277285	Chair, Swiv. Executive	74.59
	277286	Chair, arms	63.76
<u>Room # 3.204</u>	277246	Desk - DP	157.21
	277281	Bookcase	58.30
	256424	File Cabinet - 5 Dr.	72.93
	L3610	File Cabinet - 4 Dr.	30.15
	276245	Chair, no arms	52.24
	277521	Chair, Swiv., Executive	74.59
	127140	Intercom	21.45
<u>Room # 3.208</u>	280166	Desk DP	157.21
	277269	Bookcase	58.30
	125558	File Cabinet - 4 Dr.	55.00
	307939	File Cabinet - 4 Dr. Legal	102.90
	244335	TV (not on equipment list)	125.47
		Typing table	57.89
	277276	Chair, arms	63.76
	276764	Chair, Swiv., Executive	74.59
<u>Room # 3.210</u>	277271	Desk, DP	157.21
	277270	Credenza	381.80
	164524	File Cabinet - 4 Dr.	43.82
	208713	File Cabinet - 4 Dr.	55.86
		Table, Coffee	33.68
		Table, Coffee	33.68
		Table, Coffee	33.68
		Typing table	57.89
	103254	Typewriter	227.25
	277245	Chair, Swiv., Executive	74.59
	277216	Chair, Conference	94.30
	277219	Chair, Conference	94.30
	277235	Chair, arm	63.76
277272	Chair, arm	63.76	

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.206</u>	277487	Table, 3 x 5	60.20
	295600	TV stand	92.10
	277515	Desk, Jour-Typing	63.87
	277495	Chairs, arm	63.76
	277328	Chairs, arm	63.76
	277232	Chairs, arm	63.76
	277283	Chairs, arm	63.76
	277494	Chairs, arm	63.76
	277493	Chairs, arm	63.76
	280196	Chairs, arm	63.76
	277336	Chairs, arm	63.76
	277153	Chairs, arm	63.76
	277338	Projector screen Black boards 3	77.00
<u>Room # 3.206A</u>		TV stand	92.10
		Chair, no arms	63.76
	146403	Monroe Calculator/adding machine	1,225.00
<u>Room # 3.212</u>	277261	Desk DP	157.21
	277152	Bookcase	58.30
	251049	File Cabinet, 4 Dr.	59.94
	271820	File Cabinet, 2 Dr.	57.04
		Chair, Sec.	49.54
		Typing table	57.89
	277011	Chair, arm	63.76
		Table, Coffee	33.68
264734	TV (not on equipment list)	709.43	
<u>Room # 3.214</u>	277225	Desk DP	157.21
	277054	Bookcase	58.30
	198613	File Cabinet - 4 Dr.	54.07
	169595	Typewriter Table	16.00
	159296	Typewriter Table	16.00
	277263	Chair, Swiv.	74.59
	277333	Chair, arm	63.76
		Chair, Sec.	49.54
<u>Room # 3.216</u>	276940	Desk, DP	157.21
	277257	Bookcase	58.30
	174497	File Cabinet, 5 Dr.	56.00
		Typing table	57.89
	277024	Chair, Swiv.	74.59
	277205	Chair, Arm	63.76
		Table, Coffee	33.68
<u>Room # 3.218</u>	277309	Desk, DP	157.21
	277267	Bookcase	58.30
	115885	Hat Rack	14.11
	276816	Chair, Arm	63.76
	277146	Bookcase	58.30
	236983	File Cabinet	52.12
	277242	Chair, Swiv.	74.59
	276757	Chair, arm Table, Coffee	63.76 33.68

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 3.220</u>	277308	Desk, DP	157.21
	277250	Bookcase	58.30
		Table, typing	57.89
	174511	File Cabinet, 4 Dr.	45.00
		Table, typing	57.89
		Chair, Sec.	49.54
	277191	Chair, Arm	63.76
	277044	Chair, Arm	63.76
<u>Room # 3.222</u>	277241	Desk, DP	157.21
	277239	Bookcase	58.30
	214437	File Cabinet, 2 Dr.	45.53
	277194	Drawing table	97.80
		Table, typing	57.89
	276811	Chair, Swiv.	74.59
	115736	Drafting machine	60.00
	277129	Chair, arm	63.76
	277537	Chair, no arm	52.24
	<u>Room # 3.224</u>	277351	Desk, DP
293343		File Cabinet, 4 Dr.	99.98
A39712		File Cabinet, 3 Dr.	47.00
		Table, typing	57.89
276812		Chair, Swiv.	74.59
277502		Chair, arm	63.76
277346		Chair, arm	63.76
<u>Room # 4.118</u>		277562	Lockers
	277217	Chair, Conference	94.30
	277218	Chair, Conference	94.30
		TV stand	92.10
	203642	Costumer	15.00
		Costumer	15.00
	277221	Chair, Conference	94.30
	101131	Chair, Sec.	25.99
	272031	Table	54.33
	276913	Cabinet	224.70
	276889	Cabinet	224.70
	<u>Room # 4.120A</u>	276031	Chair, arm
276753		Chair, Swiv.	74.59
277512		Table	63.87
277511		Table	63.87
<u>Room # 4.120B</u>		276905	Cabinet
		Table, typing - Wood	16.00
		Chair, Sec.	49.54
	119912	Switchboard table	20.00
	276927	Chair, Swiv.	74.59
		Chair, Sec.	49.54
		Stool, Metal	60.00
		Chair, Sec.	74.59

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 4.122</u>		(3 bucket chairs - return to Conference Room)	
<u>Room # 4.124A</u>	A26653	Desk, DP - Wood	36.51
		Chair, Executive W-od	27.54
	IT 681	Desk, DP Wood	36.51
		Chair, Executive Wood	27.54
		Table, Typing	57.89
		Bookcase, Wood	27.54
	076718	Costumer	14.11
<u>Room # 5.100</u>	277527	Lockers	172.69
	277529	Lockers	172.69
	277460	Lockers	172.69
<u>Room # 5.108</u>	277479	Chair, Side	52.24
	277480	Chair, Side	52.24
	277474	Chair, Side	52.24
	277482	Chair, Side	52.24
	277470	Chair, Side	52.24
	277469	Chair, Side	52.24
	277478	Chair, Side	52.24
	277475	Chair, Side	52.24
	051216	Costumer	15.80
<u>Room # 5.110</u>	277473	Chair, Side	52.24
	277484	Chair, Side	52.24
	277486	Chair, Side	52.24
	277472	Chair, Side	52.24
	277481	Chair, Side	52.24
	277483	Chair, Side	52.24
	277477	Chair, Side	52.24
	276868	Cabinet	224.70
	277528	Lockers	172.69
	277476	File Cabinet, 4 Dr.	72.93
<u>Room # 6.202A</u>		Chair, Conference	45.00
	276928	Chair, Side Arm	63.76
	063466	Cabinet	115.81
		TV stand	92.10
	A21802	Desk, DP	36.15
	RS 277	File Cabinet, 4 Dr.	27.54
<u>Room # 6.102</u>	084259	Chair, Sec.	26.68
<u>Room # 6.202B</u>	277249	Table	60.20
	202446	Bookcase	28.11
	206906	Bookcase	28.11
	276917	Cabinet	224.70
	276911	Cabinet	224.70
		Chair, Sec.	49.54
		Chair, Sec.	49.54
		Chair, Sec.	49.54
	277503	Chair, Side	63.76
	281466	Cabinet, Turntable	66.11

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 6.202B</u>	049067	Table, Typing	16.00
		Table, typing	16.00
	277440	Chair, Swiv.	74.59
	Missing	Table, 30" x 60"	60.20
	141258	Table, typing	16.00
<u>Room # 6.206A</u>	277350	Desk, DP	157.21
	277237	Bookcase	58.30
	280145	Chair, Arm	63.76
<u>Room # 6.206B</u>	306830	Table, Console	200.00
	079871	Table, typing	16.00
		Table, typing	16.00
	276932	Table, 30" x 60"	60.20
	Missing	Chair, Sec.	27.54
		Chair, Conference	29.95
		Chair, Sec.	27.54
		Chair, Sec.	27.54
		Chair, Sec.	27.54
		Chair, Sec.	27.54
		Chair, Conference	29.97
		Chair, Conference	29.95
	276973	Chair, Swiv.	74.59
	277327	Chair, Arm	63.76
	277326	Chair, Arm	63.76
	277255	Chair, Swiv.	74.59
	277458	Chair, Arm	63.76
		TV stand	92.10
	<u>Room # 6.112</u>		Chair, Conference
		Chair, Conference	29.95
		Chair, Sec. (broken)	27.54
		Chair, Conference	29.95
		Chair, Conference	29.95
		Stool, Wood	15.00
		Stool, Metal (broken)	15.00
279815		Blackboard	75.00
277268		Table, 30" x 60"	60.20
277090		Table, 30" x 60"	60.20
277014		Table, 30" x 60"	60.20
276853		Table, 30" x 60"	60.20
RS 83		Shelf Unit	55.83
A11821	Cabinet	25.00	
<u>Room # 7.110</u>	277006	Desk - DP	157.21
	187341	Desk - Wood - DP	97.40
	A34358	Desk - Table - Wood	48.00
	105210	Desk - Wood - DP	97.40
	187342	Desk - Wood - DP	97.40
	095556	Desk - Wood - DP	97.40
	A25020	Desk - Table - Wood	48.00
	A39359	Bookcase	69.67
	167416	Bookcase	15.00
	116511	Bookcase	15.00
	116510	Bookcase	15.00

<u>Room # 7.110</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
	144948	Bookcase	15.00
	045817	Bookcase	15.00
	RS 123	Cabinet	15.00
	RS 129	Costumer	4.15
	116282	Work Bench	100.00
	116283	Work Bench	100.00
	276923	Counter	587.00
	276921	Cabinet	224.70
	276866	Cabinet	224.70
	276856	Cabinet	224.70
	276886	Cabinet	224.70
	276896	Cabinet	224.70
	276914	Cabinet	224.70
	276865	Cabinet	224.70
	090207	Drawer Units	25.37
	090209	Drawer Units	25.37
	090210	Drawer Units	25.37
	099720	Drawer Units	25.37
	099721	Drawer Units	25.37
	090211	Drawer Units	25.37
	099722	Drawer Units	25.37
	099723	Drawer Units	25.37
	099724	Drawer Units	25.37
	115086	Drawer Units	25.37
	115087	Drawer Units	25.37
	115088	Drawer Units	25.37
	115089	Drawer Units	25.37
	276885	Cabinet	224.70
	195316	File Cabinet, 4 Dr.	56.55
	114113	File Cabinet, 4 Dr.	53.30
	163809	File Cabinet, 5 Dr.	40.00
	163761	File Cabinet, 5 Dr.	40.00
	A31704	File Cabinet, 4 Dr.	50.75
	2706809	Chair, Swiv.	74.59
	079736	File Cabinet, 4 Dr.	74.55
		Chair, Swiv. Wood	27.50
		Chair, Swiv. Wood	27.50
		Chair, Swiv. Wood	27.50
	126293	Chair, Swiv. Wood	27.50
	116473	Drafting Table	50.00
	071587	Typing table	16.00
	066972	Light	8.74
		TV table	92.10
	049813	Typing table	16.00
		Chair, Sec.	15.00
		Stool, Metal	15.00
	168013	Chair	26.10
		Stool, Metal	15.00
	189198	Typing table	16.00
		TV table	92.10
	188730	Light	15.00
	188729	Light	15.00
	186119	Light	15.00
		TV stand	92.10
		TV stand	92.10
		TV stand	92.10

<u>Room #</u>	<u>INV.NBR.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Room # 7.110</u>	066974	Light	8.74
	145558	Typing Table	16.00
		Typing table	16.00
	276880	TV stand	92.10
		Cabinet	224.70
	276910	TV stand	92.10
	Cabinet	224.70	
<u>Room # 8.100</u>	167744	Desk, Wood DP	93.00
	072255	Table, Wood	10.00
	277264	Chair, Swiv. Executive	74.59
	200876	Table, Typing	16.00
	276938	Chair, Swiv. Executive	74.59
	A10725	File Cabinet, 4 Dr.	35.00
	203698	Desk, Wood DP	104.50
	248830	File Cabinet, 4 Dr.	58.67
	109016	Chair, Swiv, Desk, Wood	26.98
		Bookcase, Wood - Oak	25.00
	103285	Stool	15.00
	141250	Typing table, Wood	16.00
		Typing table, Wood	16.00
		Typing table, Wood	16.00
		Typing table, Wood	16.00
		Typing Table, Wood	16.00
	079874	Typing Table, Wood	16.00
	189340	Table	22.69
	RS 135	Table	15.00
	184883	Table	11.30
	117708	Table Typing	16.00
		Stool	15.00
		Stool	15.00
		Stool	15.00
		Stool	15.00
	087187	Drafting table	84.55
		Stool	15.00
		Stool	15.00
		TV stand	92.10
		TV stand	92.10
		Bookcase, Wood	25.00
		Bookcase, Wood	24.70
140649	Bookcase, Wood	24.70	
A17307	Bookcase, Wood	24.70	
A13030	Bookcase, Wood	24.70	
276882	Metal Cabinet	224.70	
276912	Metal Cabinet	224.70	

EXHIBIT A

INTERNSHIP PROGRAMS WITH KLRN/KLRU FOR STUDENTS IN THE COLLEGE OF COMMUNICATION THE UNIVERSITY OF TEXAS AT AUSTIN

UNDERGRADUATE INTERNSHIP PROGRAM

The Undergraduate Internship Program will provide the opportunity for four different types of undergraduate internships within the station. One of these is an entry level program. Advanced or specialized internships can be arranged with KLRN/KLRU, depending on the interest of the student, or with one of the specialized programs currently in production in station facilities.

1. Rotating Internships

A maximum of 24 students per semester will serve internships in six station areas. Students will be assigned in groups of four and will rotate through the areas in two-week blocks. By the end of the semester, each student will have worked for two weeks in each of the assigned internship areas. The following areas are appropriate for student assignment: 1) management, 2) programming, 3) production, 4) arts/graphics and/or scenery, 5) engineering, and 6) development and publicity. The purpose of this introductory, rotating internship will be to familiarize students with the major areas of station operation. Supervision will be provided by the appropriate station employee in each area. Although the Rotating Internships are intended primarily for undergraduate students, it is possible that graduate students who have not had experience in broadcasting station operation would also be enrolled in these internships for no credit in order to provide them with a foundation of information and experience for subsequent internships on the graduate level.

2. Specialized Station Internships

Undergraduate students who successfully complete the Rotating Internship will be eligible to apply for a one-semester

Specialized Internship in KLRN/KLRU. These advanced internships will be available on a competitive basis and will require the endorsement of both the RTF faculty representative and station supervisors. Persons selected for these advanced internships will serve as apprentices to a station staff member and will be assigned to one area of station operation for the full semester. Internships will be available in KLRN/KLRU in the following areas: 1) management, 2) programming, 3) production, 4) graphics, 5) scene shop, 6) engineering, 7) development, 8) special projects/grants, 9) auction, 10) instructional TV. A maximum of 12 students will be enrolled in Specialized Station Internships in any given semester with one student assigned to each of the areas listed above with the exception of production. Since production may permit the assignment of several interns, the specific number will have to be determined each semester on the basis of the level of production activity anticipated by the station.

3. Program Internships

As an alternative to the Specialized Station Internships, undergraduate students who complete the Rotating Internship satisfactorily will be eligible to apply for a one-semester internship on one of the on going station productions, e.g., Austin City Limits, Governor's Report, Texas Weekly. Interns will again be selected competitively on the basis of recommendations by faculty supervisors and the station supervisors. Students accepted into this internship program will serve as apprentices to members of the station production staff in the following areas: 1) producer, 2) director, 3) lighting, 4) floor crew, 5) audio, 6) post-production, 7) advertising/publicity/public relations. Other areas might also be appropriate for assignment of apprentice interns. In any event, it is anticipated that no more than five undergraduate students will be assigned as interns to any single production.

4. News and Public Affairs Internships

Undergraduate students in the broadcast news sequence of the Department of Journalism who have satisfactorily completed J.320R Introduction to Broadcast News will be eligible to apply for one-semester internships in news and public affairs. These interns will be selected competitively on the basis of recommendations by faculty and station supervisors, and will take part in production of news and public affairs program content for telecast on KLRN/KLRU. News and public affairs interns might well be assigned as reporters, cameramen or producers if the station gets into regular news programming. The production of regular public affairs documentaries will also provide opportunities for internship assignments in news and public affairs. The maximum number of news and public affairs internships will be determined each semester on the basis of the level of news and public affairs production activity anticipated by the station.

GRADUATE INTERNSHIP PROGRAM

Internships at the graduate level will provide a maximum of two semesters of intern experience for a given student. Generally, graduate internships are viewed as apprentice programs in the various areas of station operation. However, if a graduate student who wishes to participate in the internship program has had no previous experience in station operation, then the student will be required to complete successfully, without credit, the Undergraduate Rotating Internship Program as a prerequisite to the Graduate Internship. Graduate internships will be available in the following general areas in KLRN/KLRU: 1) management and station operations, 2) research, 3) production.

Graduate students enrolled in the internship program will be assigned to a station staff member as an apprentice. Although it will be possible for a student to repeat an internship in the same area for two semesters, graduate students will be urged to enroll for internships in different areas of station operation

each semester so as to broaden their experience in station management or operation. It is probable that the greatest number of graduate internships will be available in the production area but this will depend on the level of production going on in any given semester. Several students specializing in research might conceivably enroll in the internship program simultaneously and undertake a specific research project for one of the stations. Graduate research students might also work with station personnel in the Ascertainment process and in on-going audience research and testing related to station programming.

The specific shape and structure of the Graduate Internship Program will be based on the academic interests and backgrounds of the students and station needs in any given year. It is anticipated that a minimum of 10 graduate students will be available for internships in any given semester. The graduate Internship Program also opens up some possibilities for cooperative studies in management utilizing faculty members, graduate students and station personnel; for joint productions involving faculty, students and staff; and cooperative research projects carried on by students, station personnel and departmental faculty.

ADMINISTRATION

The Dean of the College of Communication will appoint an individual to be responsible for the administration of the Internship Program on behalf of the UNIVERSITY. The General Manager of KLRN/KLRU will appoint an individual to coordinate the placement of interns in KLRN/KLRU on behalf of SOUTHWEST.

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE

EMERGENCY ITEM

December 6-7, 1979

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18. U. T. Austin: Request for Authorization for Football Team to Participate in Sun Bowl and Proposed Budget Therefor	Below

Documentation

18. U. T. Austin: Request for Authorization for Football Team to Participate in Sun Bowl and Proposed Budget Therefor. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents authorize the U.T. Austin football team to participate in the Sun Bowl and related activities on December 20-22, 1979, and approve a preliminary budget with an estimated income of \$195,650 and estimated expenses of \$195,650. The actual expenses will be reported to the Board of Regents in the next institutional docket, and these expenses will be in compliance with the Bowl Game Policy adopted by the Board of Regents in October 1962. This recommendation has the full approval of Coach Fred Akers, Athletics Director Darrell Royal, and the Intercollegiate Athletics Council for Men.

Buildings & Grounds Committee

BUILDINGS AND GROUNDS COMMITTEE
Committee Chairman Law

Date: December 6, 1979 - If there are unfinished items, the Committee will reconvene on December 7, following the meeting of the Academic and Developmental Affairs Committee

Time: Following the Open Meeting that Convenes at 2:00 p. m.

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

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B & G

U. T. AUSTIN

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U. T. EL PASO

2. Military Science Building and Proposed Construction of Four Additional Handball Courts in Memorial Gymnasium: Request for Project, Appointment of Project Architect, and Appropriation Therefor 3
3. Renovation of Miner's Hall: Presentation of Preliminary Plans and Request for Authorization to Prepare Final Plans 4

GALVESTON MEDICAL BRANCH

4. Galveston Medical School - Remodeling and Addition to Department of Pharmacology Building: Presentation of Preliminary Plans; Request to Submit to Coordinating Board and to Prepare Final Plans Subject to Coordinating Board Approval 4
5. New Physical Plant Building, Phase I: Presentation of Preliminary Plans; Request to Submit to Coordinating Board and to Prepare Final Plans Subject to Coordinating Board Approval 5

HOUSTON HEALTH SCIENCE CENTER

6. Houston Medical School Phase III - Completion of Site Development: Request for Approval of Final Plans and for Authorization to Advertise for Bids 5

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BUILDINGS AND GROUNDS COMMITTEE

SUPPLEMENTAL INFORMATION

December 6-7, 1979

U. T. EL PASO

2. Military Science Building and Proposed Construction
of Four Additional Handball Courts in Memorial
Gymnasium: Recommended Architectural Firms. --

	<u>PROJECTS SINCE 1974</u>	<u>CONSTRUCTION COST</u>
FOSTER, HENRY, HENRY & THORPE, EL PASO, TEXAS	RENOVATION OF MINER'S HALL U. T. EL PASO	\$ 571,000
KUYKENDALL, MCCOMBS & ASSOCIATES, EL PASO, TEXAS	NONE	
GARLAND & HILLES, EL PASO, TEXAS	EXPANSION OF UNION FACILITIES U. T. EL PASO	\$3,200,000
CARROLL, DUSAND & RAND, EL PASO, TEXAS	NONE	
FOUTS LANGFORD GOMEZ MOORE, INC., EL PASO, TEXAS	COLLEGE OF BUSINESS ADMIN. CR. & OFFICE BLDG., U. T. EL PASO	\$5,300,000
	RENOVATION & REHABILITATION OF CENTENIAL MUSEUM, U. T. EL PASO	\$ 597,000
	ADDITION TO ADMIN. BUILDING, U. T. EL PASO	\$1,297,000

INTER-OFFICE MEMORANDUM

DATE 11-29-79

TO: MISS THEDFORD
FROM: J.F. STRICKLAND
SUBJECT: A/E VISITORS INVITED BY OFPC TO ATTEND
DECEMBER 6-7, 1979 BOARD MEETING

1. UT AUSTIN: BRACKENRIDGE/DEEP EDDY APARTMENTS -
STATUS OF FEASIBILITY STUDY
MR. WILLIAM MARTIN

✓ 2. UT EL PASO: RENOVATION OF MINER'S HALL - PRESENTATION
OF PRELIMINARY PLANS AND REQUEST TO
PREPARE FINAL PLANS
MR. WILLIAM THORPE

✓ 3. GALVESTON MED. BR:

- a. REMODELING AND ADDITION TO THE DEPARTMENT
OF PHARMACOLOGY BUILDING - PRESENTATION
OF PRELIMINARY PLANS AND REQUEST TO
PREPARE FINAL PLANS
AND
b. NEW PHYSICAL PLANT BUILDING, PHASE I -
PRESENTATION OF PRELIMINARY PLANS AND
REQUEST TO PREPARE FINAL PLANS

MR. LOUIS OLIVER

✓ 4. HOUSTON HEALTH SCIENCE CENTER:

FACILITIES IMPROVEMENTS FOR THE DENTAL
BRANCH BUILDING AND DENTAL SCIENCE
INSTITUTE - PRESENTATION OF PRELIMINARY
PLANS AND REQUEST TO PREPARE FINAL PLANS

MR. KARL KAMRATH
MR. LLOYD BORGET

COPIES TO: MR. KRISTOFERSON & MR. BOYD

1. U. T. AUSTIN: RENOVATION OF OUTDOOR SPORTS FACILITIES (PROJECT NO. 102-406) - REPORT OF FEASIBILITY STUDY; REQUEST FOR PROJECT AUTHORIZATION; TWO PROPOSED SITE LOCATIONS; REQUEST TO APPOINT PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the Board:

- a. Authorize a project for the Renovation of Outdoor Sports Facilities for two proposed locations at an estimated total project cost of \$4,295,000
- b. Approve the site locations for two segments of the project as follows: Main Campus-Clark Field Segment at 21st Street and San Jacinto Boulevard: 6.25 acres; Off campus location - 51st Street and Guadalupe-Whitaker Field existing East Segment: 57.25 acres
- c. Appoint Beran and Shelmire, Dallas, Texas as Project Architect with authorization for the preparation of preliminary plans for facilities at Clark Field and Whitaker Field East Segment which will be presented at a future Board meeting for consideration
- d. Appropriate \$43,650 from Permanent University Bond proceeds for fees and related project expenses through completion of preliminary plans.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on February 10, 1978, initial investigative studies and evaluations of program requirements for the Renovation of Outdoor Sports Facilities have been made by U. T. Austin Administration, the Office of Facilities Planning and Construction and the Consulting Architect, Beran and Shelmire, Dallas, Texas.

Clark Field facilities will include a multipurpose soccer/lacrosse field, basketball courts, handball/racquetball courts and a jogging track-fitness trail.

The Whitaker Field East site location will provide facilities for football, soccer, softball, tennis and archery.

2. U. T. EL PASO: MILITARY SCIENCE BUILDING AND PROPOSED CONSTRUCTION OF FOUR ADDITIONAL HANDBALL COURTS IN MEMORIAL GYMNASIUM - REQUEST FOR PROJECT AUTHORIZATION; APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS; AND APPROPRIATION THEREFOR

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Authorize construction of a Military Science Building (at estimated cost of \$480,000) and Four Additional Handball Courts in Memorial Gymnasium (at estimated cost of \$192,000) at an estimated total project cost of \$672,000 for the two facilities
- b. Appoint a Project Architect from a list to be submitted at the meeting to prepare preliminary plans and cost estimate for consideration at a future Board meeting
- c. Authorize the expenditure of \$8,720 from previously appropriated Permanent University Fund Bond proceeds for fees and related project expenses through completion of preliminary plans for these two facilities.

BACKGROUND INFORMATION

In December 1976 the Administration of U. T. El Paso presented to the Board an evaluation of projects contained in the U. T. El Paso campus development plan. An appropriation of \$5,000,000 was made for these projects with the understanding that each project would be brought to the Board for individual project authorization. Two of the remaining projects in this plan are: 1) a new Military Science Building and 2) Four Additional Handball Courts in Memorial Gymnasium.

The proposed Military Science Building, of approximately 8,000 square feet, would provide a twelve lane firing range as well as necessary office space for the Department of Military Science. The estimated cost for this facility is approximately \$480,000.

Construction of Four Additional Handball Courts in Memorial Gymnasium would meet the growing requirements for physical education instruction, recreational and intramural use. The estimated cost for this addition is approximately \$192,000.

Since both of these proposed projects are in the same geographic area on the U. T. El Paso campus, it is believed that combining these projects into a single project would attract wider bidder interest than if bid separately.

3. U. T. EL PASO: RENOVATION OF MINER'S HALL (PROJECT NO. 601-385) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS

RECOMMENDATIONS

President Templeton and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for Renovation of Miner's Hall at an estimated total project cost of \$705,000
- b. Authorize the Project Architect to prepare final plans and specifications for consideration by the Board of Regents at a future meeting.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on July 25, 1979, preliminary plans and specifications for Renovation of Miner's Hall at The University of Texas at El Paso have been prepared by the Project Architect, Foster, Henry, Henry & Thorpe, El Paso, Texas. \$705,000 was appropriated by the 66th Legislature for renovation of this dormitory for use as a general classroom and office building. This remodeled space, based on Fiscal Year 1978 experience, will continue to cost approximately \$2.80 per square foot for maintenance, operation, and utilities.

4. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL) - REMODELING AND ADDITION TO THE DEPARTMENT OF PHARMACOLOGY BUILDING (PROJECT NO. 601-430) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for Remodeling and Addition to the Department of Pharmacology Building at an estimated total project cost of \$2,500,000, and authorize submission of the project to the Coordinating Board, Texas College and University System for approval

- 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 July 25, 1979, preliminary plans and specifications for the Remodeling and Addition to the Department of Pharmacology Building have been prepared by the Project Architect, Louis Lloyd Oliver and Tibor Beerman, Galveston, Texas. This construction will satisfy expansion needs for current and planned programs of the Pharmacology Department in support of the medical school. This new and remodeled space, based on Fiscal Year 1978 experience, will cost approximately \$3.91 per square foot per year for maintenance, operation, and utilities.

Funds for this project were previously appropriated from Unexpended Plant Fund Balances.

5. GALVESTON MEDICAL BRANCH: NEW PHYSICAL PLANT BUILDING, PHASE I (PROJECT NO. 601-431) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for a New Physical Plant Building, Phase I at an estimated total project cost of \$2,500,000, 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 July 25, 1979, preliminary plans and specifications for a New Physical Plant Building, Phase I have been prepared by the Project Architect, Louis Lloyd Oliver and Tibor Beerman, Galveston, Texas. The scope of the preliminary design includes the first phase of consolidating all physical plant operations into a centralized location. The new building based on Fiscal Year 1978 experience, would cost approximately \$3.91 per square foot per year for maintenance, operation, and utilities.

Funds for this project were previously appropriated from Unexpended Plant Fund Balances.

6. HOUSTON HEALTH SCIENCE CENTER: HOUSTON MEDICAL SCHOOL PHASE III - COMPLETION OF SITE DEVELOPMENT (PROJECT NO. 701-427) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Houston Medical School, Phase III - Completion of Site Development at an estimated project cost of \$560,000
- 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 31, 1979, final plans and specifications for Completion of Site Development for the Houston Medical School Phase III have been prepared by the Project Landscape Architect, Corey A. Hoffpauir & Associates, Inc., Austin, Texas. Completion of this site development will provide a pedestrian mall, paved terraces, landscaping, outdoor amphitheatre, security lighting and additional flood protection measures adjacent to the Houston Medical School and the Texas Medical Center Library Building.

Funds for this project were previously appropriated from Unexpended Plant Fund Balances.

7. HOUSTON HEALTH SCIENCE CENTER: FACILITIES IMPROVEMENTS FOR THE DENTAL BRANCH BUILDING AND DENTAL SCIENCE INSTITUTE (PROJECT NO. 701-393) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS, SUBJECT TO COORDINATING BOARD APPROVAL AND AVAILABILITY OF FUNDING

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board:

- a. Approve the preliminary plans and specifications for Facilities Improvements to the Dental Branch Building and the Dental Science Institute at an estimated construction cost of \$10,700,000 with authority to submit the project to the Coordinating Board
- b. Subject to the availability of funds and the approval of the Coordinating Board, authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting.

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents on December 1, 1978, preliminary plans and specifications for Facilities Improvements to the Dental Branch Building and the Dental Science Institute at the Houston Health Science Center have been prepared by the Project Architect, MacKie and Kamrath, Houston, Texas. The scope of this project includes: 1) new construction and necessary remodeling to accommodate relocation of the Dental Science Institute from off campus to existing campus facilities, and 2) increase clinical and laboratory space for Continuing Education and the Postgraduate School of Dentistry. This new and remodeled space, based on Fiscal Year 1978 experience, will cost approximately \$5.83 per square foot per year for maintenance and operation, including utilities.

The funding of this project will be from Permanent University Fund and Gift Funds.

8. HOUSTON HEALTH SCIENCE CENTER: STUDENT/FACULTY APARTMENT PROJECT (PROJECT NO. 701-432) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS AT A LATER DATE

RECOMMENDATIONS

President Bulger and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for the Student/Faculty Apartments at an estimated total project cost of \$11,500,000, including interim financing
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids at a later date when funding requirements can be met.

BACKGROUND INFORMATION

Final plans and specifications for the construction of Student/Faculty Apartments have been prepared as authorized by the Board of Regents on July 25, 1979. This project was approved by the Coordinating Board, Texas College and University System at their October meeting.

This project is to be funded entirely from the proceeds of Revenue Bonds. Due to the current interest rate on the bond market, this project will be deferred until the bond consultant indicates that the planned funding is feasible.

9. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER: REMODELING OF PRUDENTIAL BUILDING (PROJECT NO. 701-380) - FACILITIES CONTROL AND MONITORING SYSTEM - REQUEST FOR APPOINTMENT OF COMMITTEE TO AWARD EQUIPMENT AND INSTALLATION CONTRACT

RECOMMENDATIONS

President Bulger, President LeMaistre and Chancellor Walker recommend that the Board appoint a Committee consisting of President Bulger, President LeMaistre, Director Kristoferson, Vice Chancellor Boyd, Regent Sterling and Committee Chairman Law to award the equipment/installation contract for a Facilities Control and Monitoring System for the Remodeling of the Prudential Building, within previously appropriated funds.

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

BACKGROUND INFORMATION

At the October 11, 1979 Regents' meeting, bids, in excess of available funding for the Prudential Building Facilities Control and Monitoring System, were rejected and authorization was given to revise the design concept, with appropriate cost reductions, and to rebid the work. In revising the design, it appears necessary to schedule the advertising for bids in December, 1979 with an early January, 1980 bid opening date. Therefore, in order to have an award prior to the February, 1980 Board meeting it is requested that a committee be appointed to award this contract.

The source of funds for this project is a Legislative appropriation for remodeling this building.

10. HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER - REQUEST TO GRANT AN EASEMENT TO THE TEXAS MEDICAL CENTER HEATING AND COOLING COOPERATIVE ASSOCIATION FOR CONSTRUCTION OF AN ELECTRICAL SUBSTATION

RECOMMENDATIONS

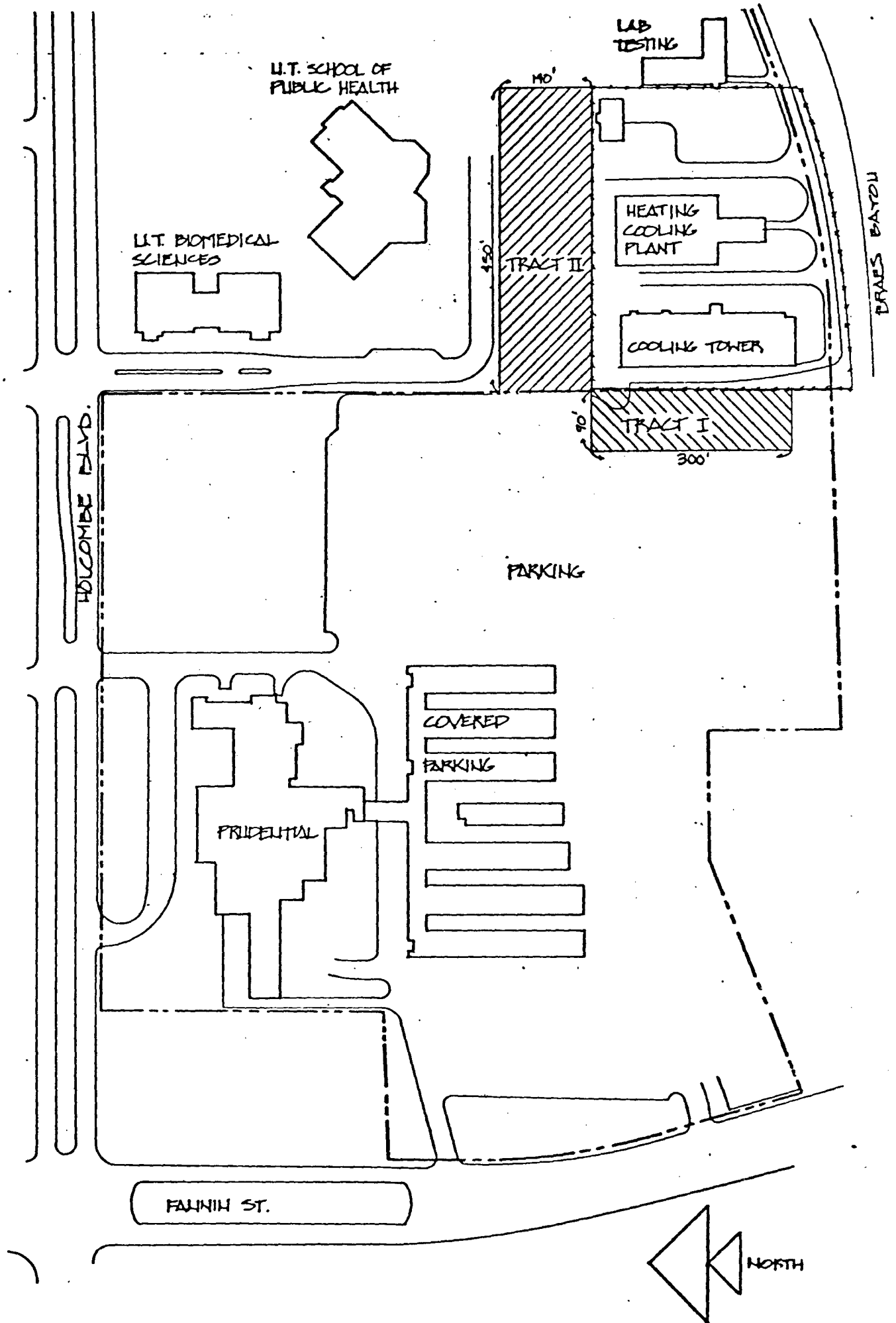
President LeMaistre, President Bulger and Chancellor Walker recommend that the Board grant an easement, approximately 90' x 300', to the Texas Medical Center Heating and Cooling Cooperative Association for its use in building, maintaining and operating an electrical substation.

BACKGROUND INFORMATION

At the October 1979 Board meeting, approval in principle was given for the granting of an easement to the Texas Medical Center Heating and Cooling Cooperative Association for construction of an electrical substation. The metes and bounds for the tract of land, approximately 90' x 300', have been incorporated in an easement document which will be available for examination at the Board meeting.

The Texas Medical Center will concurrently grant an easement, approximately 140' x 450', which provides for future expansion of the thermal plant itself.

The general location of the two above-mentioned tracts are shown on the following sketch as Tract I and Tract II, respectfully.



11. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE - LECTURE HALLS (PROJECT NO. 402-381) - RECOMMENDED INSCRIPTION ON PLAQUE

RECOMMENDATION

It is recommended that the inscription set out below be approved for the plaque to be placed on the Lecture Halls at The University of Texas at San Antonio.

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

LECTURE HALLS

1979

BOARD OF REGENTS

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

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

Phelps & Simmons & Garza and
Bartlett Cocke & Associates
Project Architect
Kunz Construction Company, Inc.
Contractor

12. SAN ANTONIO HEALTH SCIENCE CENTER: ADDITIONAL SURFACE PARKING - REQUEST FOR a) PROJECT AUTHORIZATION AND TO SUBMIT PROJECT TO THE COORDINATING BOARD; b) SUBJECT TO COORDINATING BOARD APPROVAL, AUTHORIZATION TO PREPARE FINAL PLANS, BIDDING AND COMPLETION OF PROJECT AND c) APPROPRIATION OF PROJECT FUNDING

RECOMMENDATIONS

President Harrison and Chancellor Walker recommend that the Board:

- a. Authorize construction of Additional Surface Parking at an estimated total project cost of \$198,800; and authorize submission of the project to the Coordinating Board, Texas College and University System for approval
- b. Subject to approval by the Coordinating Board, authorize preparation of final plans and specifications, bidding and completion of the project through all necessary actions by the San Antonio Health Science Center Administration and Physical Plant Department, with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- c. Appropriate \$198,800 from San Antonio Health Science Center Interest on Restricted Funds Time Deposit Account 629-0203-0010 for topographic surveys, miscellaneous expenses and construction of the project.

The construction contracts awarded will be reported to the Board of Regents.

BACKGROUND INFORMATION

The growth of the faculty, staff, and student body of the San Antonio Health Science Center along with the loss of existing parking space due to various plant expansion projects has created an urgent need for expansion of surface parking. The enrollment in all schools of

the Health Science Center is expected to increase by more than 100 students by the Fall of 1981. Presently there are 3,084 parking spaces on the campus, and 5,407 vehicle parking registration permits.

The San Antonio Health Science Center Administration and the Office of Facilities Planning and Construction propose that an additional surface parking lot be located on the southwest corner of the campus bounded by Louis Pasteur Drive and Babcock Road. San Antonio Health Science Center Physical Plant Department has designed a parking lot that will accommodate approximately 406 cars at this location. Provision will be made for lighting, landscaping, security telephone, and pedestrian walkways within the area. The City of San Antonio Traffic Department has approved the location for this parking area.

13. TYLER HEALTH CENTER: LANDSCAPING, IRRIGATION AND SITE DEVELOPMENT, PHASE I (PROJECT NO. 801-441) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

RECOMMENDATIONS

Director Hurst and Chancellor Walker recommend that the Board:

- a. Approve the final plans and specifications for Landscaping, Irrigation and Site Development, Phase I at an estimated project cost of \$165,000
- 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 October 11, 1979, final plans and specifications for the project Landscaping, Irrigation and Site Development, Phase I have been prepared by the Office of Facilities Planning and Construction. This initial phase will provide new entrance signs and landscape development with irrigation for areas immediately adjacent to the Health Center's main buildings.

Funds for this project were previously appropriated from Unexpended Plant Fund Balances.

14. U. T. AUSTIN: BALCONES RESEARCH CENTER - REQUEST TO WAIVE UNDERGROUND EASEMENT POLICY AND TO GRANT THE CITY OF AUSTIN EASEMENT TO PROVIDE GUY WIRE INSTALLATION ALONG FM 1325

RECOMMENDATIONS

President Flawn and Chancellor Walker recommend that the underground easement policy be waived and that an easement*be granted to the City of Austin for a guy wire installation along FM 1325 (Burnet Road) at the Balcones Research Center, The University of Texas at Austin.

BACKGROUND INFORMATION

The City of Austin has requested an easement 5 feet by 15 feet for a guy wire to serve a utility pole located on a public right-of-way adjacent to University property. The proposed easement is adjacent to the west side of FM 1325 (Burnet Road), south of the Applied Research Laboratory Building at the Balcones Research Center. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

The proposed guy wire will not adversely affect the appearance of the Balcones Research Center.

*Proposed document set out on Pages B & G 11-12.

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, of Travis County, Texas, in and for the mutual benefits to all parties to this Agreement, does hereby BARGAIN, SELL and CONVEY unto the said CITY OF AUSTIN, a municipal corporation situated in Travis County, Texas, its successors and assigns, an easement and right-of-way across the following described real estate situated in Travis County, Texas, with the right to construct, operate, maintain, and repair its electrical line, along said easement, for said purposes and including necessary poles and fixtures, and authority for cutting and trimming all trees along the line necessary to guy and brace poles to maintain the needed guy wires, together with the right of ingress and egress across which said easement is granted, being described as follows:

That certain tract of land situated in the James Rogers Headwright Survey #19 and described in a deed from Reconstruction Finance Corporation to the Board of Regents of The University of Texas dated December 19, 1949, and appearing of record in Vol. 994 at Page 337 of the Deed Records of Travis County, Texas, and being a strip of land five (5) feet in width, same being out of and a part of the above described tract of land in the City of Austin, Travis County, Texas, the centerline of said strip of land being more particularly described by metes and bounds as follows:

BEGINNING: At a point in the east line of the above said tract, said point also being the west right-of-way line of F.M. 1325 and from which point of beginning the present most southeasterly corner bears S. 12° 12'W., 2.5 feet;

THENCE: N. 81° 23'W., a distance of 15 feet to point of termination.

TO HAVE AND TO HOLD the above-described easement, rights, and privileges unto the said CITY OF AUSTIN, its successors and assigns forever, so long as same are used for said purposes and when said easement is no longer needed to furnish electrical ser-

vice, then all right, title, and interest in said easement shall revert to THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM.

EXECUTED this the _____ day of _____, 1979.

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

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

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

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 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 therein 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 _____, 1979.

Notary Public in and for
Dallas County, Texas

My commission expires:

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEM

December 6-7, 1979

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U. T. AUSTIN

15. Robert A. Welch Hall - Renovation of Initial (1929) Building: Recommended Contract Award to J. A. Jones Construction Company, Dallas, Texas, and Additional Appropriation Therefor; Proposed Inscription for Plaque

Below

Documentation

15. U. T. AUSTIN: ROBERT A. WELCH HALL - RENOVATION OF INITIAL (1929) BUILDING (PROJECT NO. 102-407) - 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 a construction contract for the U. T. Austin Renovation of Robert A. Welch Hall, Initial (1929) Building, to the lowest responsible bidder, J. A. Jones Construction Company, Dallas, Texas, as follows:

Base Bid	\$8,647,000.00
Add Alternate No. 1 (Interior Finishes)	48,200.00
Add Alternate No. 2 (Dust Collection System)	12,000.00
Add Alternate No. 3 (Restore Exterior Masonry)	67,000.00
Add Alternate No. 4 (Locks for 1961 Addition)	6,100.00
Add Alternate No. 5b (Epoxy Terrazzo Floors)	328,000.00
Add Alternate No. 6 (Laboratory Furniture)	62,300.00

Total Contract Award \$9,170,600.00

- b. Authorize a total project cost of \$11,200,000.00 to cover the recommended building construction contract award, movable furnishings and equipment, landscaping, fees and related project expenses
- c. Appropriate additional funds in the amount of \$10,729,000.00 from Permanent University Fund Bond proceeds 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 Robert A. Welch Hall, Initial (1929) Building at U. T. Austin.

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

RENOVATION OF ROBERT A. WELCH HALL

1979

BOARD OF REGENTS

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

E. D. Walker
Chancellor, The University
of Texas System

Peter T. Flawn
President, The University
of Texas at Austin

Graeber, Simmons & Cowan
Project Architect

J. A. Jones Construction
Company, Contractor

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on October 11, 1979, bids were called for and were received, opened and tabulated on November 20, 1979, as shown on Page B & G - 15 for the U. T. Austin Renovation of Robert A. Welch Hall, Initial (1929) Building.

The renovation of this fifty-year old building includes improving the mechanical, electrical and utility systems; new laboratory furniture and fume hoods; access for mobility impaired persons; contemporary safety devices; refurbishment of all interior spaces, including preservation of original hand decorated ceiling areas; cleaning of masonry exterior and repainting of trim; and site improvements including landscape planting.

NOTE: It is my understanding that the plaque for the renovation will be on the wall opposite the plaque that is on the old building.

RENOVATION OF THE INITIAL (1929) BUILDING OF ROBERT A. WELCH HALL
 THE UNIVERSITY OF TEXAS AT AUSTIN
 Bids Received at 2:00 p. m., Central Standard Time, November 20, 1979
 at the Office of Facilities Planning and Construction
 The University of Texas System, Austin, Texas

Bidder	Base Bid	<u>Add Alternates</u>						
		No. 1 (Int. Finishes)	No. 2 (Dust Col. System)	No. 3 (Restore Ext. Masonry)	No. 4 (Locks for 1961 Add.)	No. 5a (Epoxy Paint Flrs.)	No. 5b (Epoxy Ter'zo Flrs.)	No. 6 (Lab. Furn.)
B-F-W Construction Co., Inc. Temple, Texas	\$9,643,000	\$42,000	\$11,500	\$70,000	\$ 5,000	\$13,500	\$325,000	\$61,000
J. C. Evans Construction Co., Inc., Austin, Texas	8,650,000	43,000	18,000	80,000	8,000	17,000	320,000	72,000
J. A. Jones Construction Company, Dallas, Texas	8,647,000	48,200	12,000	67,000	6,100	23,800	328,000	62,300
Zapata Warrior Constructors, A Division of Zapata Constructors, Inc., Houston, Texas	9,770,000	46,000	11,000	90,000	11,000	20,000	315,000	68,000

All bidders submitted a Bid Bond in the amount of 5% of the greatest amount bid.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

December 6-7, 1979

Page
B & G

U. T. AUSTIN

16. Brackenridge-Deep Eddy Apartments
Status of Feasibility Study and Evaluations 17

U. T. DALLAS

17. Thermal Energy Plant: Request to
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Regarding Cost of Addition 17

U. T. SAN ANTONIO

18. Thermal Energy Plant: Request to
Expand Commitment to Win-Sam, Inc.,
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19. Request for Easement to City of San
Antonio for Underground Sanitary Sewer
Line Together with Temporary Construc-
tion Easement 18

GALVESTON MEDICAL BRANCH

20. Renovation and Addition to Graves Hospital:
Recommended Award of Contract for New
Construction and Additional Appropriation
Therefor 23

16. U. T. AUSTIN: BRACKENRIDGE/DEEP EDDY APARTMENTS - STATUS OF FEASIBILITY STUDY AND EVALUATIONS.--In accordance with the authorization and direction of the Board at its meeting of October 11-12, 1979, the Consulting Architect, Wilson-Stoeltje-Martin, Inc., in coordination with U. T. Austin Administration and the Office of Facilities Planning and Construction, immediately undertook a number of considerations and evaluations for renovation or replacement of the Brackenridge/Deep Eddy Apartments with low cost, low rent housing. The scope of the feasibility study involves the following activities:
- a. Analysis of the extent and cost of renovating existing one-story duplex and two-story family units
 - b. Evaluation of available sites for family housing, including continued use of the Brackenridge/Deep Eddy site
 - c. Development of student input in determining needs and preferences for low cost, low rent housing by means of a survey conducted by the Austin public relations firm of Gurasick-Spence-Darilek and McClure, under direction of the Consulting Architect
 - d. Analysis of building structures and systems suitable for low cost, low rent housing which are economical, durable and of reasonable maintenance cost
 - e. Development of preliminary floor plans for 1, 2 and 3-bedroom units which will meet the needs and preferences determined in the student survey, including cost and rental
 - f. Development of comparative cost analyses for renovation or phased removal and replacement at applicable sites.

The feasibility study, particularly the cost analyses of renovation and the several alternatives for replacement at one or more possible sites, requires detailed investigation before recommendations can be made. Upon submission of the Consulting Architect's feasibility study to U. T. Austin and System Administration, recommendations will be developed and submitted to the Board for consideration at its February 1980 meeting.

17. U. T. Dallas - Thermal Energy Plant: Request to Expand Commitment to Win-Sam, Inc., Regarding Cost of Addition.--

RECOMMENDATION

President Jordan and Chancellor Walker recommend increasing the commitment to Win-Sam, Inc., on an actual cost basis from \$4,500,000 to \$4,850,000 for expansion of the Thermal Energy Plant.

BACKGROUND INFORMATION

The Board of Regents at the meeting of June 8 - 9, 1978, authorized Chancellor Walker to make a commitment to Win-Sam, Inc., on an actual cost basis in accordance with the terms of the existing contract, but in no event to exceed \$4,500,000. Cost of equipment and financing charges have increased to the extent that the commitment needs to be increased to \$4,850,000 for completion of the Thermal Energy Plant expansion at U. T. Dallas. An audit to determine actual cost will be performed at the time the expansion of the plant is completed.

18. U. T. San Antonio - Thermal Energy Plant: Request to Expand Commitment to Win-Sam, Inc., Regarding Cost of Addition. --

RECOMMENDATION

President Wagener and Chancellor Walker recommend increasing the commitment to Win-Sam, Inc., on an actual cost basis from \$4,500,000 to \$4,850,000 for expansion of the Thermal Energy Plant.

BACKGROUND INFORMATION

The Board of Regents at the meeting of December 15 - 16, 1977, authorized Chancellor Walker to make a commitment to Win-Sam, Inc., on an actual cost basis in accordance with the terms of the existing contract, but in no event to exceed \$4,500,000. Cost of equipment and financing charges have increased to the extent that the commitment needs to be increased to \$4,850,000 for completion of the Thermal Energy Plant expansion at U. T. San Antonio. An audit to determine actual cost will be performed at the time the expansion of the plant is completed.

19. U. T. San Antonio: Request for Easement to City of San Antonio for Underground Sanitary Sewer Line Together with Temporary Construction Easement. --

RECOMMENDATIONS

President Wagener and Chancellor Walker recommend that the Board grant a permanent 25-foot wide sanitary sewer easement, together with a temporary additional 25-foot wide construction easement, to the City of San Antonio along the outfall line of Maverick Creek for a total distance of approximately 2,975 feet. This easement is generally parallel to and approximately 200 feet east of the western property line of The University of Texas at San Antonio.

BACKGROUND INFORMATION

The City of San Antonio has requested an easement for an underground sanitary sewer line to serve the area northwesterly of F.M. 1604 and The University of Texas at San Antonio campus. The proposed easement follows the outfall line of Maverick Creek which is common engineering practice but has been adjusted where possible to protect live oak trees and other natural vegetation. The conditions of the proposed easement require the City of San Antonio to restore the top soil and native grass after construction. The proposed temporary easement accommodates access for vehicles and equipment during construction and will expire upon completion of construction. The sanitary sewer line is engineered to accommodate campus utility services if desired at a future date.

(Document set out on Pages B & G 19-22)

Parcel:

Project: Maverick Creek
Sanitary Sewer
Outfall Line

EASEMENT--Dedication
(Permanent & Temporary)

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That the Board of Regents of The University of Texas System dedicates to the City of San Antonio, Bexar County, Texas, an easement and right of way 25 feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

BEING a 25-foot Permanent Sanitary Sewer Easement out of that certain 600.00-acre tract recorded in Volume 6435 at Page 53 of the Deed Records, Bexar County, Texas, said 600.00-acre tract being out of a 1037.873-acre tract, said 1037.873-acre tract being out of the R. Ortego Survey No. 435, Abstract No. 907, County Block 4546, of the Jose Maria Perez Survey No. 436, Abstract No. 593, County Block 4723, The Comanche Creek Irrigation Company Survey No. 437, Abstract 888, County Block 4724, the B.B.B. & C.R.R. Company Survey No. 21, Abstract No. 104, County Block 4765, and out of the Anselmo Prue Survey No. 20, Abstract No. 574, County Block 4766 and out of a 3.00-acre tract out of the Anselmo Prue Survey No. 20, Abstract No. 574, County Block 4766 in Bexar County, Texas, said 25-foot Wide Permanent Sanitary Sewer Easement being more particularly described as follows:

BEGINNING at an iron pin set in the North Right-of-Way line of U.T.S.A. Boulevard, said iron pin bears North 89° 29' 54" East 204.04 feet from the most Easterly point-of-tangency of a circular cut-off from Babcock Road, said circular cut-off having a radius of 40.00 feet and an arc length of 61.34 feet;

THENCE North 21° 46' 54" West 313.47 feet to an iron pin set for angle;

THENCE North 02° 20' 21" West 599.10 feet to an iron pin set for angle;

THENCE North 26° 44' 48" West 470.40 feet to an iron pin set for angle;

THENCE North 20° 36' 17" East 535.44 feet to an iron pin set for angle;

THENCE North 24° 27' 00" East 529.40 feet to an iron pin set for angle;

THENCE North 17° 11' 56" East 528.81 feet to an iron pin set for angle;

THENCE North 17° 40' 01" East 586.27 feet to an iron pin set for corner in the South Right-of-Way line of F.M. 1604; said iron pin bears North 82° 30' 51" East 31.13 feet from a brass cap found set in concrete Right-of-Way marker;

THENCE with the South Right-of-Way line of F.M. 1604 North 82° 30' 51" East 27.62 feet to an iron pin set for corner;

THENCE South 17° 40' 01" West 597.91 feet to an iron pin set for angle;

THENCE South 17° 11' 56" West 530.30 feet to an iron pin set for angle;

THENCE South 24° 27' 00" West 530.15 feet to an iron pin set for angle;
THENCE South 20° 36' 17" West 523.64 feet to an iron pin set for angle;
THENCE South 26° 44' 38" East 464.84 feet to an iron pin set for angle;
THENCE South 02° 20' 21" East 600.22 feet to an iron pin set for angle;
THENCE South 21° 46' 54" East 318.93 feet to an iron pin set in the
North Right-of-Way line on U.T.S.A. Boulevard;

THENCE with said North Right-of-Way line South 89° 29' 54" West 26.83
feet to the Point of Beginning and containing 89,111.10 square feet, or
2.046 acres;

together with the right of ingress and egress over said right-of-way for
the purpose of constructing, reconstructing, inspecting, patrolling,
maintaining, and removing said line(s) and appurtenances; the right to
relocate said line(s) within said right-of-way, the right to remove from
said lands all trees and parts thereof, or other obstructions, which may
interfere with the exercise of the rights granted hereunder; and the
right of exercising all other rights hereby granted, and grantors express-
ly covenant and agree for them, their heirs and assigns, that no building
of any kind will be placed on said easement right-of-way herein granted.
The City of San Antonio expressly agrees to regrade the disturbed surface
and reseed with a native grass to provide a surface to appear as it
existed prior to construction.

The property owner shall have the privilege of connecting to the
sewer line to be installed by making proper application and by entering
into an agreement with the City for such service. Said agreements will
require application fee and agreement to pay for such services at the
prevailing rate, said rates subject to change only by City ordinance.

And the said grantor does further grant unto said City of San
Antonio a Temporary Easement to enter upon the following described
land, to-wit:

SAID 25-foot Wide Permanent Sanitary Sewer Easement being together with
a 25-foot Wide Temporary Construction Easement lying generally contiguous
with and parallel to the Permanent Easement, said 25-foot Wide Temporary
Construction Easement being more particularly described as follows:

BEGINNING at an iron pin set in the North Right-of-Way line of U.T.S.A.
Boulevard, said iron pin being the Southeast corner of the 25-foot Wide
Permanent Easement described hereinabove;

THENCE with the East boundary of said 25-foot Wide Permanent Sanitary
Sewer Easement at the following calls:

NORTH 21° 46' 54" West 318.93 feet;
NORTH 02° 20' 21" West 600.22 feet;
NORTH 26° 44' 38" West 464.84 feet;
NORTH 20° 36' 17" East 523.64 feet;
NORTH 24° 27' 00" East 530.15 feet;
NORTH 17° 11' 56" East 530.30 feet;
NORTH 17° 40' 01" East 597.91 feet to an iron pin set in the South
Right-of-Way line of F.M. 1604, said iron pin being in the Northeast
corner of the hereinabove described 25-foot Wide Permanent Easement;

THENCE with said South Right-of-Way line North 82° 30' 51" East
282.83 feet to a point, said point bearing South 82° 30' 51" West
58.23 feet from a brass cap found in concrete;

THENCE South 37° 30' 51" West 30.44 feet to a point for angle;

THENCE South 82° 37' 41" West 243.57 feet to a point for angle;

THENCE twenty-five feet away from and parallel to the East boundary of the 25-foot Wide Permanent Easement the following calls:

- SOUTH 17° 40' 01" West 586.30 feet;
- SOUTH 17° 11' 56" West 531.78 feet;
- SOUTH 24° 27' 00" West 530.89 feet;
- SOUTH 20° 36' 17" West 511.84 feet;
- SOUTH 26° 44' 38" East 459.29 feet;
- SOUTH 02° 20' 21" East 601.35 feet;
- SOUTH 21° 46' 54" East 324.38 feet to a point in the North Right-

of Way line of U.T.S.A. Boulevard;

THENCE with said North Right-of-Way line South 89° 29' 54" West 26.83 feet to the Point of Beginning and containing 94,500.17 square feet, or 2.169 acres of land;

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees to protect from damage all live oak trees, and as possible protect all other trees and shrubs and that it will remove from said land all surplus material and spread at least four inches of soil and reseed with native grass and thereby cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way shall be abandoned.

And we do hereby bind ourselves, our heirs, legal representatives, successors, and/or assigns to warrant and forever defend all and singular the above-described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, insofar but only insofar as grantor is authorized by law so to do.

WITNESS our hands, this _____ day of _____, A.D. 1979.

ATTEST:

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM


DAN C. WILLIAMS
Chairman

Approved as to Form:

Approved as to Content:



University Attorney



JOE E. BOYD JR.
Vice Chancellor for Business Affairs

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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 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. 1979.

Notary Public in and for
Travis County, Texas

My commission expires _____

20. Galveston Medical Branch - Renovation and Addition to Graves Hospital:
Recommended Award of Contract for New Construction and Additional
Appropriation Therefor. --

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEM #20

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): RENOVATION AND ADDITION TO GRAVES HOSPITAL (PROJECT NO. 601-377) - REPORT ON BIDDING; RECOMMENDED REJECTION OF BIDS; AND REQUEST FOR AUTHORIZATION TO REDESIGN PROJECT

RECOMMENDATIONS

President Levin and Chancellor Walker recommend that the Board:

- a. Reject the two bids received on November 20, 1979, for the construction of the Addition to Graves Hospital at The University of Texas Medical Branch at Galveston
- b. Authorize the Project Architect, Koetter, Tharp, Cowell and Bartlett, to redesign the project and prepare final plans to be submitted to the Board of Regents at a future meeting.

BACKGROUND INFORMATION

The project was approved by the Coordinating Board at the January 26, 1979 meeting.

In accordance with authorization of the Board of Regents at its meeting on July 25, 1979, bids were called for and were received, opened and tabulated on November 20, 1979, as shown on the attached sheet for the new hospital construction of the Renovation and Addition to Graves Hospital at The University of Texas Medical Branch at Galveston. During the bidding period, six contractors were initially active and interested in bidding. However, only two contractors submitted bids on November 20, 1979. The proposal of the lowest responsible bidder, J. W. Bateson Company, Inc., Dallas, Texas, exceeds funding available for the project.

Construction cost estimates made prior to receipt of bids, which were based on bids received within the past twelve months on two major projects at the Galveston Medical Branch, indicated the construction cost should not exceed approximately \$5,300,000.

Galveston Medical Branch Administration and the Office of Facilities Planning and Construction are of the opinion that the project can be redesigned to provide a more economical construction and recommend that the preparation of new plans be authorized.

ADDITION TO GRAVES HOSPITAL
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 Base Bids Received at 2:30 p.m., and Alternate Bids Received at 4:00 p.m., C.S.T., November 20, 1979
 at The University of Texas Medical Branch at Galveston, Galveston, Texas

Bidder	Base Bid	Alt. No. 1 (Drilled Piers)	Alt. No. 2 (5th Level Shell)	Alt. No. 3 (5th Level Finish)	Alt. No. 4 (5th Level Lab Furn.)	Alt. No. 5 (Bicycle Storage)	Alt. No. 6 (Prestress Slabs)	Alt. No. 7 (Multiflex Lab. Equip.)
J. W. Bateson Company, Inc., Dallas, Texas	\$8,444,000	+\$15,000	+\$611,000	+\$888,000	+\$71,000	+\$25,000	-\$27,000	+\$21,000
J. K. Ross Construction Company, Houston, Texas	9,134,000	- 20,000	No Bid	No Bid	No Bid	+ 28,000	No Change	No Bid

All bidders submitted a Bid Bond in the amount of 5% of the greatest amount bid.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEM #20

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): RENOVATION AND ADDITION TO GRAVES HOSPITAL (PROJECT NO. 601-377) - REPORT ON BIDDING; RECOMMENDED REJECTION OF BIDS; AND REQUEST FOR AUTHORIZATION TO REDESIGN PROJECT

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Galveston Medical Branch Administration and the Office of Facilities Planning and Construction are of the opinion that the project can be redesigned to provide a more economical construction and recommend that the preparation of new plans be authorized.

ADDITION TO GRAVES HOSPITAL
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 Base Bids Received at 2:30 p.m., and Alternate Bids Received at 4:00 p.m., C.S.T., November 20, 1979
 at The University of Texas Medical Branch at Galveston, Galveston, Texas

Bidder	Base Bid	Alt. No. 1 (Drilled Piers)	Alt. No. 2 (5th Level Shell)	Alt. No. 3 (5th Level Finish)	Alt. No. 4 (5th Level Lab Furn.)	Alt. No. 5 (Bicycle Storage)	Alt. No. 6 (Prestress Slabs)	Alt. No. 7 (Multiflex Lab. Equip.)
J. W. Bateson Company, Inc., Dallas, Texas	\$8,444,000	+\$15,000	+\$611,000	+\$888,000	+\$71,000	+\$25,000	-\$27,000	+\$21,000
J. K. Ross Construction Company, Houston, Texas	9,134,000	- 20,000	No Bid	No Bid	No Bid	+ 28,000	No Change	No Bid

All bidders submitted a Bid Bond in the amount of 5% of the greatest amount bid.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Fly

Date: December 7, 1979

Time: Following the meeting of the Academic and Developmental Affairs Committee (If the Buildings and Grounds Committee reconvenes on December 7, the Health Affairs Committee will meet thereafter.)

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

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2. U. T. System: Proposed Standard Agreement for Faculty Participation in Medical Service, Research and Development Plan and Physician Referral Service	3
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8. Galveston Medical Branch and Houston Health Science Center: Proposed Agreement with the Texas Research Institute of Mental Sciences, Baylor College of Medicine, Children's Mental Health Services of Houston and the Center for Education in Marriage and Family Therapy	21
9. Houston Health Science Center: Request to Seek Permission from Coordinating Board to Establish a Toxicology Center (Catalog Change)	28
10. University Cancer Center (M. D. Anderson): Proposed Appointment to the Olga Keith Wiess Chair for Cancer Research Effective January 1, 1980	29

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. System: Proposed Policy for Professional Liability (Malpractice) Insurance Coverage for Students Enrolled in Health Components Effective Fall 1980 (Catalog Change). --

RECOMMENDATION

It is recommended by Chancellor Walker that approval be given to the policy set out below for professional liability (malpractice) insurance coverage for students enrolled in the health component institutions of The University of Texas System:

Effective with the fall 1980 enrollment, all students enrolled in a health component institution of The University of Texas System in a program that involves direct patient care activities shall be required to purchase professional liability insurance as a prerequisite to enrollment. Such coverage shall be for at least \$5,000 per incident/\$15,000 per year, however, the chief administrative officer of the institution may set higher minimum amounts for specific programs that involve greater risk. This policy does not obviate the requirement for nursing students enrolled in a general academic institution.

BACKGROUND INFORMATION

All students in patient care programs except dental are required to purchase professional liability insurance as a result of earlier actions by the Board of Regents. The requirement for nursing and allied health students was approved at the October 20, 1972 meeting and that for medical students at the July 6, 1976 meeting.

This recommendation has the approval of the Council of Health Institutions.

SECRETARY'S NOTE: If this recommendation is approved, the next appropriate catalog published at the respective medical institutions will be amended to reflect this action.

2. U. T. System: Proposed Standard Agreement for Faculty Participation in Medical Service, Research and Development Plan and Physician Referral Service. --

RECOMMENDATION

Chancellor Walker recommends that approval be given to the following standard agreement for faculty participation in the Medical Service, Research and Development Plan (Pages HAC 4 - 7) and the Physician Referral Service (Pages HAC 8 - 11) in the health components.

Each full-time faculty member will be required to sign the appropriate agreement as a condition of employment, and it will replace all other forms currently in use. Both forms of this agreement have been approved by the Council of Health Institutions and the Office of General Counsel.

to all professional service fees from whatever source. All such fees for professional services received by or payable to the Faculty Member are the property of The University. The Faculty Member further agrees that all accounts receivable for professional services which are caused to be billed by the Faculty Member are hereby assigned to and are the property of The University, subject to the provision that The University shall not alter the fees charged by the Faculty Member. Title to and the right to receive and possess such fees shall pass to The University immediately upon billing for or receipt of such fees, whichever shall first occur. The Faculty Member retains the right to alter or extinguish any charge for professional services at any time prior to billing for such services, except that Faculty Member may alter or extinguish such charges after billing and prior to collection in cases where the initial charge resulted from an incorrect financial classification of patient.

The Faculty Member agrees to bill for professional services through the designated billing office of The University and will abide by all University rules and regulations regarding billing. The Faculty Member agrees that all monies for professional fees received by Faculty Member or Faculty Member's agent or billing office, whether cash, check or other instrument, will be immediately turned over to the designated office of The University and that all checks made payable to the Faculty Member will be properly endorsed prior to delivery to the designated office. The Faculty Member understands that failure to immediately deliver all professional fees covered by this Agreement to the designated business office of The University may constitute an offense which subjects the Faculty Member to dismissal from employment of The University and prosecution under the Texas Penal Code and/or the United States Code.

Failure to immediately deliver professional fees received by the Faculty Member, Faculty Member's agent or billing office,

to the designated business office, the deposit of such fees into any account not authorized in writing by The University, or the retention of cash or checks received by the Faculty Member for such fees constitutes a breach of this Agreement and shall automatically render the Faculty Member ineligible to receive any benefit from the Plan, including, but not limited to, coverage under The University of Texas System Plan for Professional Medical Malpractice Self-Insurance.

Faculty Member understands that participation in the Plan, the terms of this Agreement and Assignment, and the Bylaws of the Plan are terms and conditions of employment with The University.

Faculty Member hereby authorizes The University and its agents or employees to examine any and all records made or kept by or under the authority of the Faculty Member, including patient ledgers, billing records and medical records for purposes of auditing the collection and disposition of professional fees, and shall make such records available upon request of The University.

As a condition of the Faculty Member's participation in the Plan, Faculty Member shall be responsible for the payment of ordinary and necessary professional expenses incurred by him to the extent that he is not reimbursed by The University for such expenses pursuant to University regulations and the Plan.

If for any reason Faculty Member's employment with The University shall terminate, this Agreement and the Faculty Member's participation in the Plan shall terminate without recourse. All professional fees and accounts receivable for services rendered prior to termination of Faculty Member's employment with The University are subject to the terms of this Agreement regardless of when such fees may be billed or received prior to such termination date.

The term of this Agreement and Assignment shall be effective from the date of Faculty Member's employment with The University until terminated as herein above described.

DATE: _____

CHAIRMAN, DEPARTMENT OF

APPROVED:

FACULTY MEMBER

DEAN

PRESIDENT

AGREEMENT FOR PARTICIPATION IN PHYSICIAN
REFERRAL SERVICE, THE UNIVERSITY OF TEXAS
SYSTEM CANCER CENTER AND ASSIGNMENT

For and in consideration of the employment as a faculty member by The University of Texas System Cancer Center, ("University"), "University" and _____ ("Faculty Member") agree as follows:

Subject to availability of Service funds, Faculty Member will receive such salary augmentation as may be determined pursuant to the Service prior to the beginning of each fiscal year. "Salary augmentation" means money from the Service allocated to Faculty Member.

The Faculty Member is a member of the Physician Referral Service ("Service") and agrees that he will comply fully with the Bylaws of the Service currently in effect and as the Bylaws may be amended from time to time and will fully cooperate with the other members of the Service and The University, in carrying out the purposes of the Service. The Faculty Member further agrees to abide by all rules, regulations and departmental policies of The University. Said rules, regulations and departmental policies are specifically made a part of this Agreement by reference.

In consideration of the Faculty Member's employment by The University and participation in the Service, the Faculty Member hereby assigns to The University all fees charged or received by him for professional services during the period that Faculty Member is employed by The University, provided, however that the Faculty Member does not assign salary paid to Faculty Member by The University and reimbursement paid by The University to Faculty Member for allowable expenses actually incurred in the scope and course of Faculty Member's employment with The University. Allowable expenses may not be withheld from professional fees received by Faculty Member. Faculty Member's assignment is irrevocable during the period of Faculty Member's employment with The University and extends

to all professional service fees from whatever source. All such fees for professional services received by or payable to the Faculty Member are the property of The University. The Faculty Member further agrees that all accounts receivable for professional services which are caused to be billed by the Faculty Member are hereby assigned to and are the property of The University, subject to the provision that The University shall not alter the fees charged by the Faculty Member. Title to and the right to receive and possess such fees shall pass to The University immediately upon billing for or receipt of such fees, whichever shall first occur. The Faculty Member retains the right to alter or extinguish any charge for professional services at any time prior to billing for such services, except that Faculty Member may alter or extinguish such charges after billing and prior to collection in cases where the initial charge resulted from an incorrect financial classification of patient.

The Faculty Member agrees to bill for professional services through the designated billing office of The University and will abide by all University rules and regulations regarding billing. The Faculty Member agrees that all monies for professional fees received by Faculty Member or Faculty Member's agent or billing office, whether cash, check or other instrument, will be immediately turned over to the designated office of The University and that all checks made payable to the Faculty Member will be properly endorsed prior to delivery to the designated office. The Faculty Member understands that failure to immediately deliver all professional fees covered by this Agreement to the designated business office of The University may constitute an offense which subjects the Faculty Member to dismissal from employment of The University and prosecution under the Texas Penal Code and/or the United States Code.

Failure to immediately deliver professional fees received by the Faculty Member, Faculty Member's agent or billing office,

to the designated business office, the deposit of such fees into any account not authorized in writing by The University, or the retention of cash or checks received by the Faculty Member for such fees constitutes a breach of this Agreement and shall automatically render the Faculty Member ineligible to receive any benefit from the Service, including but not limited to coverage under The University of Texas System Plan for Professional Medical Malpractice Self-Insurance.

Faculty Member understands that participation in the Service, the terms of this Agreement and Assignment, and the Bylaws of the Service are terms and conditions of employment with The University.

Faculty Member hereby authorizes The University and its agents or employees to examine any and all records made or kept by or under the authority of the Faculty Member, including patient ledgers, billing records and medical records for purposes of auditing the collection and disposition of professional fees, and shall make such records available upon request of The University.

As a condition of the Faculty Member's participation in the Service, Faculty Member shall be responsible for the payment of ordinary and necessary professional expenses incurred by him to the extent that he is not reimbursed by The University for such expenses pursuant to University regulations and the Service.

If for any reason Faculty Member's employment with The University shall terminate, this Agreement and the Faculty Member's participation in the Service shall terminate without recourse. All professional fees and accounts receivable for services rendered prior to termination of Faculty Member's employment with The University are subject to the terms of this Agreement regardless of when such fees may be billed or received prior to such termination date.

The term of this Agreement and Assignment shall be effective from the date of Faculty Member's employment with The University until terminated as herein above described.

DATE: _____

CHAIRMAN, DEPARTMENT OF

APPROVED:

FACULTY MEMBER

DEAN

PRESIDENT

3. U. T. Austin: Proposed Affiliation Agreement with Hospital Affiliates, Inc., a Corporation Operating Southwest General Hospital, San Antonio, Texas.--

RECOMMENDATION

President Flawn and Chancellor Walker recommend that approval be given to the affiliation agreement by and between The University of Texas at Austin and Hospital Affiliates, Inc., a corporation operating Southwest General Hospital, San Antonio, Texas. The agreement was executed by the appropriate officials on October 31, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

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

4. U. T. Austin: Proposed Memorandum of Understanding (Affiliation Agreement) with USAF Hospital Bergstrom (TAC), Bergstrom Air Force Base, Austin, Texas.--

RECOMMENDATION

It is recommended by President Flawn and Chancellor Walker that approval be given to the Memorandum of Understanding set out on Pages HAC 13-18 by and between The University of Texas at Austin and USAF Hospital Bergstrom (TAC), Bergstrom Air Force Base, Austin, Texas. The agreement was executed by the appropriate officials on October 5, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

This agreement will provide the framework for cooperative programs for health care related educational experiences for students at U. T. Austin, especially in the School of Nursing.

HEALTH CARE

EDUCATIONAL EXPERIENCE PROGRAM

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made the 5th day of October, 1979,
by and between The University of Texas at Austin ("University"), a component
institution of The University of Texas System, and USAF Hospital Bergstrom
(TAC), Bergstrom Air Force Base ("Facility"), an Air Force Medical Facility,
having its principal office at Bergstrom Air Force Base, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates clinical facilities located at Berg-
strom Air Force Base, in the City of Austin, 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, the University, School of Nursing, is a duly accredited
institution authorized and accredited by the National League of Nursing and
Board of Nurse Examiners, State of Texas, to award undergraduate and
graduate degrees; and

WHEREAS, the 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 obtain-
able supply of personnel education in the field of health care and believes
that achievement of such goal can best be accomplished by affording health-
care students the opportunity to participate in meaningful educational experi-
ences 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
experiences 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 by the Chancellor of The University of Texas System.

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

3. 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.

4. 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.

5. University hereby agrees:

(a) The Program will be carried out at no expense to the Facility or the United States of America. The Facility will permit students of The University to practice nursing under the direct supervision and responsibility of a faculty member of the University.

(b) To furnish Facility with the names of the students assigned by University to participate in the Program.

(c) 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 related to the Program, or their experience in participating therein, without the prior written approval of University and Facility.

(d) 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.

6. 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.

7. 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.

8. 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.

9. The University shall, to the extent authorized under the constitution and laws of the State of Texas, indemnify and hold the Facility and the United States of America harmless from liability resulting from either The University's or any of its student's, employee's, officer's, or agent's negligence, willful misconduct and/or malpractice within the terms of this Agreement, provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from negligence, willful misconduct, and/or malpractice (whether sole, joint, concurrent or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.

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

Cheryl D. [unclear]

claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

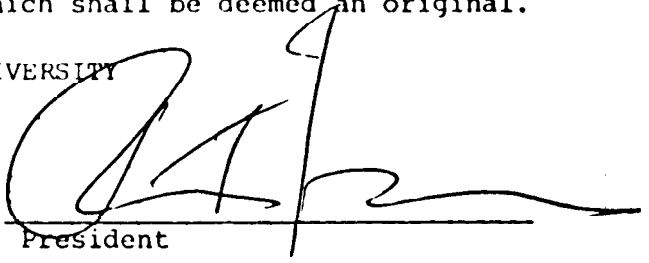
11. The University will require each student and faculty member who operates a vehicle on Bergstrom Air Force Base to carry automobile insurance meeting the minimum requirements in accordance with Bergstrom Air Force Base regulations.

12. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System and TAC Command Headquarters and HG USAF/SGHXP. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending two (2) years 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 written notice at any time to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the termination of the term during which such notice is given; or, (b) after all students enrolled in the Program at the end of such term have completed their respective courses of study under the Program; whichever event last occurs. Each Agreement will be resubmitted through channels to the TAC Command Headquarters and HQ USAF/SGHXP for review every two (2) years from date of last approval. It is understood that the Surgeon General HQ USAF has the right to terminate the Program Agreement and Memorandum of Understanding at any time.

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




President

ATTEST:

CONTENT APPROVED:

Secretary, Board of Regents

Chairman, Board of Regents

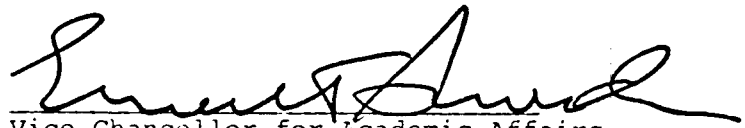


Chancellor of the System

FORM APPROVED:

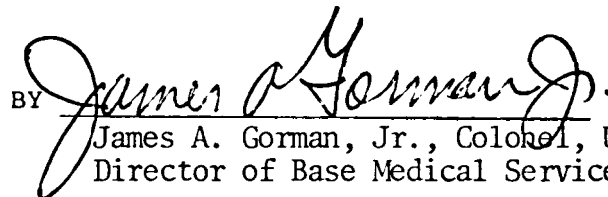


General Counsel of the System



Vice Chancellor for Academic Affairs

FACILITY

BY 

James A. Gorman, Jr., Colonel, USAF, MC
Director of Base Medical Services

ATTEST:

5. U. T. San Antonio: Proposed Affiliation Agreement with R. E. Thomason General Hospital, El Paso, Texas.--

RECOMMENDATION

President Wagener and Chancellor Walker recommend that approval be given to the affiliation agreement by and between The University of Texas at San Antonio and R. E. Thomason General Hospital, El Paso, Texas. The agreement was executed by the appropriate officials on July 23, 1979, to be effective upon approval by the Board of Regents.

PURPOSE

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

6. Galveston Medical Branch: Proposed Affiliation Agreements with (a) Harris County Department of Education, Houston, Texas; (b) Santa Fe Independent School District, Alta Loma, Texas; (c) St. Vincent's House of ~~Galveston~~, Galveston, Texas; (d) Dickinson Independent School District, Dickinson, Texas; and (e) Alvin Community College, Alvin, Texas.--

RECOMMENDATION

President Levin and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities. These agreements have been executed by the appropriate officials and are to be effective upon approval by the Board of Regents:


Facility

- a. Harris County Department
of Education
Houston, Texas

This agreement will be of special benefit to the program in occupational therapy.

- b. Santa Fe Independent School District (Executed on August 27, 1979)
Alta Loma, Texas

This agreement will be of benefit to medical students and pediatric fellows.

- c. St. Vincent's House 
Galveston, Texas

This agreement will be of benefit to medical, nursing and allied health students.

- d. Dickinson Independent School
District
Dickinson, Texas

This agreement will provide training experience for medical students and primary care residents in school consultation, health education and other health related areas at this community site.

- e. Alvin Community College
Alvin, Texas

This agreement will provide students of Alvin Community College with the opportunity to receive their pediatric respiratory therapy clinical affiliate experience for certification.

- 7. Galveston Medical Branch: Proposed Aifiliation Agreements with
(a) Galveston Independent School District, Galveston, Texas and
(b) Health Systems Agency, Houston, Texas.--

RECOMMENDATION

President Levin and Chancellor Walker recommend that approval be given to affiliation agreements by and between The University of Texas Medical Branch at Galveston and the following facilities. These agreements were executed by the appropriate officials and are identical to the standard form approved by the Board of Regents on December 16, 1977 except for the addition of the following sentence to paragraph 6(c): "In the event the Liaison becomes unacceptable to the Facility after appointment, the Facility so notifies the University in writing, University will appoint another person to serve as Liaison."

Facility

- a. Galveston Independent School District
Galveston, Texas
- b. Health Systems Agency
Houston, Texas

PURPOSE

Each of these agreements will enhance the educational experiences for students in nursing, allied health and medicine. Additionally, the agreement with the Galveston Independent School District will permit further development of the School Health Program sponsored by the Galveston Medical Branch.

8. Galveston Medical Branch and Houston Health Science Center: Proposed Agreement with the Texas Research Institute of Mental Sciences, Baylor College of Medicine, Children's Mental Health Services of Houston and the Center for Education in Marriage and Family Therapy.--

RECOMMENDATION

It is recommended by President Levin, President Bulger and Chancellor Walker that approval be given to the agreement set out on Pages HAC 22-27 by and ~~between~~ The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Houston, the Texas Research Institute of Mental Sciences, Baylor College of Medicine, Children's Mental Health Services of Houston and the Center for Education in Marriage and Family Therapy.

PURPOSE

This agreement will establish a consortium for education and research in family therapy and family studies, and its specific function will be to permit trainees, generally in psychology, the opportunity to participate in educational activities at several or all of the institutions. This agreement and the program resulting therefrom will benefit the trainees and the state by utilizing fully a broad spectrum of facilities and programs.

among

CONSORTIUM AGREEMENT

This AGREEMENT made on this the _____ day of _____, 1979, among THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, a component institution of The University of Texas System; THE TEXAS RESEARCH INSTITUTE OF MENTAL SCIENCES, a component institution of the Texas Department of Mental Health and Mental Retardation; BAYLOR COLLEGE OF MEDICINE, a non-profit corporation under the laws of the State of Texas; CHILDREN'S MENTAL HEALTH SERVICES OF HOUSTON, a non-profit corporation under the laws of the State of Texas; CENTER FOR EDUCATION IN MARRIAGE AND FAMILY THERAPY, a non-profit corporation under the laws of the State of Texas; and THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, a component institution of The University of Texas System.

WITNESSETH:

WHEREAS, it is agreed by the parties to this Agreement to be of mutual benefit and interest to establish a voluntary cooperative effort to pursue a research and training program in the field of family therapy and family studies and to combine their resources to that end, and in consideration of such mutual benefits, the parties to this Agreement agree as follows:

For purposes of this Agreement, "INSTITUTION OF ORIGIN" shall mean the institution to which a trainee is permanently assigned or in which trainee is enrolled as a student. "TRAINING INSTITUTION" shall mean the institution to which a trainee is temporarily assigned for training pursuant to this Agreement.

(1) TRAINEES

- (a) Nothing in this Agreement shall affect the payment of stipends, salaries, or other payments to trainees or participants in this program.

Conditions of enrollment or employment of trainees shall continue to be the responsibility and prerogative of the institution employing the individual trainee or in which the trainee is enrolled as a student. Trainees are subject to the rules, regulations and authority of the TRAINING INSTITUTION.

- (b) The TRAINING INSTITUTION may reject any trainee under this Agreement if in the judgment of the TRAINING INSTITUTION the qualifications of the trainee do not meet the qualifications of said institution or if the trainee fails to observe the rules and regulations of that institution.
- (c) Rotation of trainees shall be established so as to enable trainees to acquire clinical experience at one or more of the parties to this Agreement or other designated centers, at which times trainees shall be clinically responsible to the officers of that TRAINING INSTITUTION. Research activities by trainees shall be conducted in accordance with the protocol or procedures for research of the institution in which the research takes place.
- (d) Nothing in this Agreement shall affect any title or designation of any trainee conferred by the trainee's INSTITUTION OF ORIGIN. All publicity releases, certificates, or publications shall be in the name and with the permission of the INSTITUTION OF ORIGIN.

(2) FACILITIES

- (a) A TRAINING INSTITUTION providing facilities pursuant to this Agreement retains authority to require that such facilities are used pursuant to the governing rules and regulations of that institution.

- (b) Any income generated by the trainee or TRAINING INSTITUTION pursuant to this Agreement shall belong to the institution where the income is generated.

(3) JOINT COMMITTEE ON EDUCATION IN FAMILY THERAPY

- (a) Policies on education in family therapy and family studies taking place under the auspices of this Agreement shall be set by a joint committee formulated as follows:
- (b) Each director or department chairman of the participating institutions shall designate one staff member to serve as his appointee to the Joint Committee on Education in Family Therapy and Family Studies.
- (c) This committee shall set its own bylaws and procedures for operation.
- (d) The responsibilities of this committee shall be as follows:
 1. to designate faculty members for the teaching of family therapy in the participating programs pursuant to this Agreement;
 2. to designate fellows or trainees to receive instruction under this Agreement;
 3. to designate curricula, courses of instruction, workshops, clinical and supervisory experiences which shall comprise the didactic and clinical components of the program;
 4. to designate associated training centers which may further implement the above educational activities;
 5. to establish criteria for completion of the program and to provide documentation to the INSTITUTIONS OF ORIGIN.

(4) ADDITIONAL PROVISIONS

- (a) The provisions of this Agreement are subject to all governing rules, regulations and policies of the participating institutions.
- (b) In the event of conflict between this Agreement and the policies formulated by the Joint Committee on Education in Family Studies, this Agreement shall govern.
- (c) Signatories for Baylor College of Medicine, The Texas Research Institute of Mental Sciences, The Center for Education in Marriage and Family Therapy, and Children's Mental Health Services of Houston do by their signatures certify and represent that they are fully and lawfully authorized by the governing bodies of those institutions to sign for and by signing contractually bind those institutions to the terms of this Agreement.

(5) TERMS OF AGREEMENT, MODIFICATION, TERMINATION

- (a) This Agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by any party upon giving six months advance notice to the other parties by certified mail.

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

ATTEST:

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

William C. Levin

William C. Levin, MD
President, UTMB

ATTEST:

Kaneth Caskey

(title)

CONTENT APPROVED - UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER - HOUSTON

Roger J. Bulger

Roger J. Bulger, MD
President

ATTEST:

George DeBusby

TEXAS RESEARCH INSTITUTE OF MENTAL SCIENCES

Joseph Schoolar
Joseph Schoolar, PhD, MD
Director

John J. Kenanagh, MD
Commissioner, Texas Department of
Mental Health and Mental Retardation

ATTEST:

Walter N. Ottange

CHILDREN'S MENTAL HEALTH SERVICES

James J. Robinson
James Robinson, MD
Director

Richard S. Smith
Chairman, Board of Trustees
Richard S. Smith

ATTEST:

Alfus O. Johnson, Treasurer

BAYLOR COLLEGE OF MEDICINE

William T. Butler
William T. Butler, MD
Executive Vice President and Dean

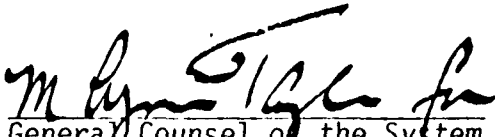
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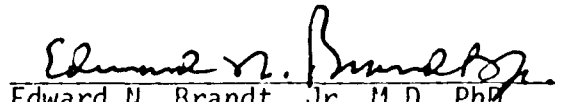
George DeBusby

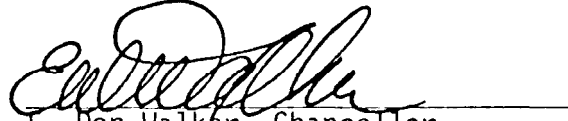
CENTER FOR EDUCATION IN MARRIAGE AND FAMILY THERAPY

Don S. Williamson
Don S. Williamson, PhD
Chairman of the Board

FORM APPROVED:


General Counsel of the System


Edward N. Brandt, Jr., M.D., Ph.D.
Vice Chancellor for Health Affairs
(System)


E. Don Walker, Chancellor
U. T. System

Attest

Chairman, Board of Regents

9. Houston Health Science Center: Request to Seek Permission from Coordinating Board to Establish a Toxicology Center (Catalog Change).---

RECOMMENDATION

President Bulger and Chancellor Walker recommend that approval be given to establish a Toxicology Center at The University of Texas Health Science Center at Houston.

JUSTIFICATION AND BACKGROUND INFORMATION

President Bulger

"...Let me summarize the key points in our thinking behind this proposal:

"1. We have already present a solid nucleus of a half-dozen professionals, led by a world-famous toxicologist, Dr. Sheldon Murphy.

"2. With our location in Houston with its industrial concentration, the University of Texas System Cancer Center, and the various resources of the UTHSCH, the local environment is virtually unmatched as a context in which to seek to organize a major effort in toxicology.

"3. There is, in addition to intense local and regional interest, very great concern nationally to encourage educational and research efforts directed at toxicology. The need for new professionals and new knowledge is exceedingly great.

"4. By organizing into a 'center' reporting directly to the President's Office, the emphasis on inter-school, inter-institutional cooperation is maximized, as is the capacity to attract outside funds.

"5. The 'new' person power to be developed will be through the Graduate School of the Biomedical Sciences, utilizing pharmacologists from the Medical School, environmental health experts, epidemiologists and others from the School of Public Health and The System Cancer Center.

"6. Although the 'center' will bring people together around a subject and should attract 'ear-marked' outside funds, all academic appointments, courses, and students will be through existing academic units. The center will have a director, Dr. Murphy, and an advisory board consisting of 'user' constituencies; frequent and regular reports will be made to the Board of Deans and Directors of the Health Science Center; and the director shall report on a day-to-day basis to the Special Assistant to the President for Scientific Affairs, Dr. Butcher (also Dean of the Graduate School of Biomedical Sciences).

"7. The importance of this activity to M.D. Anderson people and vice versa cannot be overemphasized and the two Presidents must take great care to visibly insure that everyone knows that they are equally committed to seeing that such an activity serve everyone well...."

This Center would strengthen existing relationships with the System Cancer Center, Galveston Medical Branch, the University of Houston, Rice University and interested industrial corporations.

No new legislative funds are required and adequate space is available currently. No new degree programs are requested.

These administrative changes will require approval of the Coordinating Board.

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 at the Houston Health Science Center will be amended to reflect this action.

10. University Cancer Center (M. D. Anderson): Proposed Appointment to the Olga Keith Wiess Chair for Cancer Research Effective January 1, 1980.--

RECOMMENDATION

President LeMaistre and Chancellor Walker recommend that Dr. T. C. Hsu, Professor of Biology, be appointed to the Olga Keith Wiess Chair for Cancer Research at an annual salary of \$55,000, of which \$35,000 will be derived from the fund established to create the Chair. The balance of the salary will come from budgeted general funds. The appointment, if approved, is to be effective January 1, 1980. This recommendation has the endorsement of the appropriate faculty committee.

BACKGROUND INFORMATION

The Olga Keith Wiess Chair for Cancer Research was established by the Board of Regents on December 1, 1978, in honor of Mrs. Wiess who died on August 7, 1978. The Chair is presently funded in the amount of \$600,000.

Dr. Hsu received his Ph.D. in 1951 from The University of Texas at Austin and has been a member of The University of Texas faculty since 1951. Professor Hsu has been a member of the faculty of M. D. Anderson since 1955 and is currently Chief of the Section of Cell Biology in the Department of Biology. Dr. Hsu's discoveries have been the cornerstone of chromosome cytology and cytogenetics, disciplines in which he is internationally known. Dr. Hsu's significant contributions have made possible the present understanding of the entire field of cell biology and the applications of his research are far reaching. He is the author or co-author of over 160 scientific articles. He was President of the American Society for Cell Biology in 1973-74 and is, or has been, a member of the editorial board of virtually every learned journal in his areas of research.

HEALTH AFFAIRS COMMITTEE

EMERGENCY ITEM

December 6-7, 1979

	<u>Page</u> <u>HAC</u>
11. Tyler Health Center: Proposed Memorandum of Agreement (Affiliation Agreement) with the Texas Department of Health	Below

Documentation

11. Tyler Health Center: Proposed Memorandum of Agreement (Affiliation Agreement) with the Texas Department of Health. -- It is recommended by Director Hurst and Chancellor Walker that approval be given to the Memorandum of Agreement set out on Pages HAC 31-35 by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Center at Tyler, and the Texas Department of Health to be effective upon approval by the Board of Regents.

This agreement is made pursuant to the provisions of Senate Bill 1300,* Acts of the 65th Legislature, Regular Session, 1977; and it replaces the agreement approved by the Board of Regents at the meeting of September 16, 1977, which expired on August 31, 1979. The proposed new agreement is consistent with the responsibilities defined in S. B. 1300 and is acceptable to the Texas Department of Health.

*Senate Bill 1300, 65th Legislature, R.S., 1977 (Article 3201a4, V.C.T.S.) directed the transfer of this Hospital, East Texas Chest Hospital, from the Texas Department of Health to The University of Texas System. The legislation included the following provisions:

The East Texas Chest Hospital shall continue to serve as as a State Tuberculosis Hospital and the Texas Department of Health shall continue to have the authority and power to assign and send tuberculosis patients to the East Texas Chest Hospital for treatment and/or hospitalization.

MEMORANDUM OF AGREEMENT

This AGREEMENT made this _____ day of _____, 1979, by and between the Board of Regents of The University of Texas System hereinafter referred to as the University, for and on behalf of, The University of Texas Health Center at Tyler, and the Texas Department of Health, hereinafter referred to as the Department.

WITNESSETH the University and the Department, acting pursuant to the provisions of Article 3201a4, V.C.T.S. enter into this Agreement for continuation of the examination, diagnosis, referral, hospitalization, and treatment of tuberculosis patients at The University of Texas Health Center at Tyler, hereinafter referred to as the Health Center.

The parties further agree that the University is committed to assisting the Department in carrying out its duties in controlling tuberculosis.

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

I.

The University agrees, subject to the terms and conditions herein, to reserve and set aside sixty-one (61) beds for use by tuberculosis patients only.

II.

A priority of admissions of tuberculosis patients for use of the reserved beds will be as follows:

- (1) Referral from the Department, including the outpatient clinics.
- (2) Referral from physician in private practice or from other referral sources.

III.

The number of beds reserved will be reviewed by the parties from time to time, and adjustments in the reserved number may be made by mutual agreement, depending on the need and funding available.

IV.

The University agrees to hospitalize, within forty-eight (48) hours any and all acute typical or acute atypical or suspected tuberculosis patients referred by the Department to the Health Center, even if such hospitalization requires the utilization of more beds than the agreed number reserved for tuberculosis patients, unless such hospitalization results in such over-crowding which cannot reasonably be handled by the medical staff, or such over-crowding results in the Health Center being advised by some state or federal agency or accrediting body that such over-crowding is a violation of some state or federal law.

V.

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

VI.

Regarding the operation and continuation of Public Health Regions 7 and 10 Tuberculosis Control medical clinics, the parties agree as follows:

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

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

The University further agrees to provide necessary physicians to conduct such additional clinics within Public Health Regions 7 and 10 as may be necessary to provide adequate Tuberculosis Control Services, not to exceed 12 such additional clinics per year. Physicians of the University will complete the tuberculosis control forms necessary to comply with requirements of the Department. The University also agrees to provide up to 500 radiologic interpretations and necessary medical consultations per year in instances where circumstances prevent a patient's attendance at a clinic.

The University will furnish the following services and medical supplies to be used in the above clinics:

- 1) Patient dressing gowns, and necessary laundering thereof, for clinics involving use of the mobile x-ray van.
- 2) Hypertonic saline solutions and distilled water for use in portable sputum nebulizers used in connection with these clinics.

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

- 1) Schedule the clinics.
- 2) Provide adequate clinic facilities with necessary supplies and medical equipment, including at least two x-ray boxes and a nebulizer for sputum induction.
- 3) Provide anti-tuberculosis medications.
- 4) Provide necessary nursing or clerical personnel.
- 5) Provide trained personnel, including radiologic technician, to operate mobile x-ray van when used.
- 6) Provide necessary repairs to the mobile x-ray van or equipment.
- 7) Have available up-to-date records and previous roentgenograms on all patients to be seen.
- 8) Provide reimbursement for mileage and per diem travel expenses of such Health Center physicians, according to current state travel regulations.

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

VII.

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

VIII.


The parties each agree to appoint one or more persons to serve as a committee to review and recommend changes to the admission policies and the adjustments, if necessary, in the number of beds needed, and any problems which may arise under the procedures and provisions outlined in this Agreement.

IX.

This Agreement is for a term of two (2) years and will terminate on August 31, 1981, unless the parties mutually agree in writing to an extension of the Agreement at least sixty (60) days prior to said date of termination.

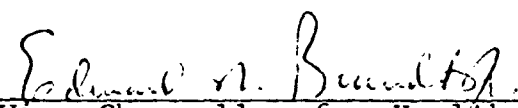
TEXAS DEPARTMENT OF HEALTH

THE UNIVERSITY OF TEXAS SYSTEM
BOARD OF REGENTS



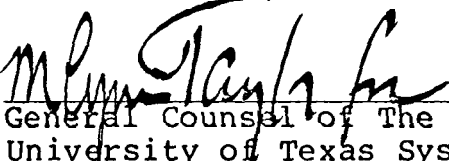
Commissioner, Texas Department
of Health

CONTENT APPROVED:

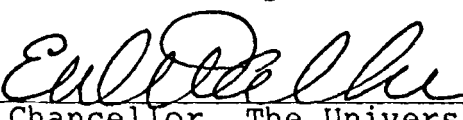


Vice Chancellor for Health Affairs
The University of Texas System

FORM APPROVED:



General Counsel of The
University of Texas System



Chancellor, The University of
Texas System

APPROVED:

Chairman, The University of Texas
System Board of Regents

Land & Investment Committee

L & I Brief - December 7, 1979

I. Permanent University Fund

A. Investment Matters

A report on clearance of monies to the Permanent University Fund for August 1979 and for the fiscal year was reported orally at the October 12, 1979 meeting; however, this report was not ready in time to be included in that Agenda and inadvertently was not given to Secretary Thedford for the Agenda material for this meeting in time to be included in the Agenda Book. This has been given to you on a yellow sheet and shows total oil royalties for the fiscal year ending 8/31/79 of \$45,058,000, up 12.6% from the previous year, gas royalties of \$30,805,000, down 45.6% and total clearance to the Permanent University Fund of \$90,497,000, down 6.9%.

On page 4 is a report on Clearance of Monies to the Permanent University Fund for the months of September and October, 1979, and a report on oil and gas development. For the first two months of this fiscal year oil royalties totaled \$11,732,000, up 81.5% from the same period of the previous year, gas royalties of \$5,995,000 were up 19.7% and total clearances other than for bonuses of \$19,012,000 were up 53.2%. There was an oil and gas lease sale in September a year ago amounting to \$9,719,000 which does result in total clearances of monies to the Permanent University Fund being down \$3,413,000 or 15.16% from total clearances of the previous fiscal year. As of October 31, 1979, 962,709 acres of Permanent University Fund lands were under an oil and gas lease with 399,611 producing acres.

Item 2 on page 5 is a report on Permanent University Fund Investments for the fiscal year ending August 31, 1979. The Book Value of Permanent University Fund Investments on 8/31/79 amounted to about \$1,134,000,000, an increase of 8.7% for the year and Investment Income amounted to \$72,687,000, an increase of 15.8%. Details on Investments for the past fiscal year have been forwarded to the Board by Secretary Thedford under separate cover and Executive Director Lobb and Chancellor Walker recommend that the formal report be approved

in order that copies may be distributed to the Governor, members of the Legislature and other State Officials.

I move approval of this report and without objections, it stands approved.

Item 3 on pages 6 through 9 is a Proposed Approved Stock List for the Permanent University Fund recommended by Executive Director Lobb and Chancellor Walker which has been reviewed and also recommended by our Investment Advisory Committee.

I move that this stock list be approved and if there are no objections, it stands approved.

B. Land Matters

On pages 10 through 14 is a recommended list of easements, surface leases, material source permits, a water contract and a lease assignment. All items have been approved as to content by the appropriate University Officials, are at standard rates adopted by the Board June 1, 1979, and are on the University's standard form.

I move approval of these items and without objections, they stand approved.

II. Trust and Special Funds

A. Gifts, Bequests and Estates

Item 1, page 15, is a recommendation by President Flawn and Chancellor Walker for the acceptance of a gift of 16,667 shares of stock valued at approximately \$50,000 and a pledge for an additional \$50,000 from Mr. and Mrs. Rex G. Baker, Jr., and the establishment of the Rex G. Baker, Jr., Professorship of Political economy in the Department of Economics.

I move acceptance of this gift and pledge with our sincere thanks to Mr. Baker not only for this gift but also for his many past services to the University and the establishment of this endowment and without objections, it stands approved.

Item 2 is a recommendation by President Flawn and Chancellor Walker to accept a pledge of \$25,800 to be paid over a three year period by Mr. Z. D. Bonner and Gulf Oil Corporation and the naming of the Polymer Laboratory in Chemical Engineering. It is further requested that an exception be made to the Regents's Rules and Regulations, Part One,

Chapter VIII, and this laboratory be named the David C. Bonner Polymer Laboratory in Chemical Engineering in honor of Mr. Z. D. Bonner's son. I move acceptance of this gift and the exception to the Regents' Rules and Regulations to allow the naming of the laboratory as recommended. Without objections, this item stands approved.

Item 3, page 16, is a recommendation by President Flawn and Chancellor Walker to accept an offer by Mr. Z. D. Bonner of his undivided 5% interest in a land syndicate valued at \$60,000 plus a pledge of additional funds sufficient to bring the endowment to \$100,000 over the next 10 years and the establishment of the Z. D. Bonner Professorship of Chemical Engineering at U. T. Austin.

I move acceptance of this gift and pledge with an expression of our gratitude to Mr. Bonner and the establishment of this endowment. Without objections, this item stands approved.

Item 4 is a recommendation by President Flawn and Chancellor Walker to convert the Carroll Cartwright Award Fund in Advertising to the Carroll Cartwright Presidential Scholarship in the Department of Advertising now that the funding has reached \$25,000.

I move this action be approved and without objections, it stands approved.

Item 5, page 17, is a final report on the bequest from the estate of James F. Hinton accepted by the Board at the June 1, 1979, meeting. The bequest totals \$169,697.67, composed of \$165,027.70 in principal and \$4,669.97 income. The principal will be added to the James F. and Bernice M. Hinton Memorial Fund at U. T. Austin.

Item 6 is a recommendation by Executive Director Lobb and Chancellor Walker that the Board of Regents agree to become Successor Trustee of the C. L. Lundell and Amelia A. Lundell Charitable Remainder Trust which will ultimately benefit U. T. Austin. The trust is now valued at about \$115,000, however, Dr. Lundell plans to make substantial additions to this trust in future years. Dr. and Mrs. Lundell have made valuable gifts in the past to both U. T. Austin and U. T. Dallas.

I move approval of this recommendation and if there are no objections, it stands approved.

Item 7, page 18, is a request from the Business School Foundation that The Margaret and Eugene McDermott Professorship of Banking and Finance be established in the Graduate School of Business at U. T. Austin. President Flawn and Chancellor Walker recommend that this Professorship be held by the Foundation and administered in accordance with the agreement with the Foundation. Miss Mary McDermott has pledged two annual gifts of \$50,000 each to the Business School Foundation in support of the professorship in honor of her parents.

I move approval of this recommendation and establishment of the Professorship with an expression of our gratitude to Miss McDermott. Without objections, this item will stand approved.

Item 8 is a recommendation by Chancellor Walker for acceptance of a gift of \$50,000 from Capital National Bank, Austin, Texas, and the establishment of the Dr. Peter T. Flawn Presidential Scholarships in the College of Business Administration at U. T. Austin.

I move acceptance of this generous gift from the Capital National Bank and the establishment of this endowment and without objections, it stands approved.

Item 9, page 19, is a recommendation by President Flawn and Chancellor Walker for acceptance of a gift of 19 acres of land located in Jeff Davis County, Texas, from Professor and Mrs. Gerard de Vaucouleurs of the Department of Astronomy at UT Austin. This land is valued at \$14,000-\$16,000 and is to be sold with proceeds used to establish the Fund for Extragalactic Research in the Department of Astronomy at U. T. Austin. I move acceptance of this gift and an expression of our appreciation and establishment of this fund and without objections, it stands approved.

Item 10 is a recommendation by President Flawn and Chancellor Walker for the acceptance of a gift of \$25,000 and annual pledges of \$25,000 from Houston Oil & Minerals Corporation for the next three years for a total of \$100,000 and the establishment of the J. C. Walter, Jr., Professorship

of Engineering in the College of Engineering at U. T. Austin in honor of Mr. J. C. Walter, Jr., Chairman of the Board of the Company.

I move acceptance of this gift and pledge and establishment of this endowment and without objections, it stands approved.

Item 11, page 20, is a request from the Business School Foundation to Establish the Ernst and Whinney Distinguished Professorship in Accounting in the College of Business Administration at U. T. Austin and a recommendation by President Flawn and Chancellor Walker that this Professorship be funded by the Business School Foundation with funds for the Professorship held and administered by the Foundation in accordance with the agreement with the Foundation. The partners and staff of this world-wide accounting firm Ernst and Whinney plan to endow this Professorship by contributions over a five-year period 1979-1984. Individual contributions are to be matched by the Ernst and Whinney Foundation. Appointment to this Professorship was made earlier today in the Academic Affairs Committee.

I move approval of this recommendation and the establishment of the Professorship. Without objections this item will stand approved.

Item 12 is a recommendation by President Templeton and Chancellor Walker for acceptance of a gift of \$3,000 which combined with previous gifts of \$7,000 brings total funding to \$10,000 and the establishment of the J. B. and Margaret Blaugrund Library Fund at U. T. El Paso.

I move acceptance of this gift and establishment of this endowment and without objections, it stands approved.

Item 13, page 21, is a recommendation by President Templeton and Chancellor Walker for the acceptance of a gift of \$10,000 from various donors and the establishment of the Reverend Charles C. G. Manker Memorial Fund at U. T. El Paso. Funds have been provided by friends and associates of Dr. Manker with a matching \$5,000 gift from the First Unitarian Church of El Paso, Texas.

I move acceptance of this gift with an expression of our gratitude to the donors and the establishment of this endowment. Without objections, this item will stand approved.

Item 14, where no publicity has been requested by donor, is a recommendation by President Levin and Chancellor Walker for acceptance of 10,000 shares of stock with an estimated value of \$350,000 for the benefit of the Galveston Medical Branch for institutional development. I move acceptance of this generous gift and without objections, this item stands approved.

B. Real Estate Matters

Item 1, page 22, is a recommendation by Executive Director Lobb and Chancellor Walker for renewal of a grazing lease covering approximately 130 acres in Fort Bend County, Texas, to Mr. Joe Rodriguez for one year commencing January 1, 1980, at an annual rental of \$1,300. The land when given to the Board of Regents in February 1977 was felt to be usable for commercial or industrial development but it has since been deemed to be within the Brazos River Flood Plain and currently usable only for agricultural purposes.

I move approval of this lease and if there are no objections, it stands approved.

Item 2 is a recommendation by Executive Director Lobb and Chancellor Walker for an extension of a lease to Mr. C. B. Smith, Sr., on 4.942 acres located at the corner of Airport Boulevard and North Lamar in Austin, Texas, for a period of 30 years, commencing January 1, 1990. Annual rental will be 10% of the appraised value at that time and adjusted each 5 years thereafter by the increase if any in the Consumers Price Index, but not to exceed 50% in any five year period. A twenty year extension was approved by the Board on December 16, 1977, without the 50% limitation on rental increases, however, due to a variety of problems, Mr. Smith did not go forward with his plans at that time.

I move approval of this lease extension, and if there are no objections, it stands approved.

Item 3, page 23 is a recommendation by President Flawn and Chancellor Walker that a new lease agreement be approved with Osborn Barrett Petroleum, Inc., at \$10,000 per year on 389 acres of land.

This acreage is part of a 33,280 acre ranch formerly known as the Crawford T. Mitchell Ranch which has been leased for the Radio Astronomy Program at U. T. Austin. As only a small part of this acreage was needed, the balance of 32,930 was subleased for grazing. This lease is effective December 1, 1979, at an annual rate of \$10,000 and will be renewable each year for a period not to exceed 35 years with an option to lease another 1,500 acres, if needed.

I move approval of this lease and if there are no objections, it stands approved.

III. Other Matters - page 23a

Permanent University Fund and Trust and Special Funds: A Report of Securities Transactions for the months of August and September, 1979, was mailed November 7, 1979, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this material have been submitted, the Secretary will so report.

LAND AND INVESTMENT COMMITTEE
Committee Chairman Hay

Date: December 7, 1979
Time: Following the Meeting of the Health Affairs Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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LAND AND INVESTMENT COMMITTEE

EMERGENCY ITEM

December 7, 1979

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I. Permanent University Fund

A. Investment Matters

Report on Clearance of Monies to
Permanent University Fund for
August 1979 and Report on Oil
and Gas Development as of
August 31, 1979

Below

Documentation

Report on Clearance of Monies to Permanent University Fund
for August 1979 and Report on Oil and Gas Development as of
August 31, 1979. --

The Report on Clearance of Monies to the Permanent University Fund for the month of August, 1979, was presented orally at the last meeting by Regent Hay. The report was not completed in time for mailing before the October 11 - 12 Board of Regents meeting and the Office of Investments and Trusts overlooked getting the report to the Secretary of the Board in time for inclusion in the Agenda Book for this meeting. It is attached as a late item for your review. (Page L & I - 38)

PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

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

<u>Permanent University Fund</u>	<u>August, 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cent Change</u>
Royalty				
Oil	\$4,591,811.30	\$45,057,718.87	\$40,032,058.92	12.55%
Gas	3,452,308.04	30,804,688.58	36,236,948.87	(14.99%)
Water	26,949.57	216,545.66	234,101.16	(7.50%)
Salt Brine	2,279.00	30,737.26	38,736.41	(20.65%)
Sulphur	136,114.05	774,531.63	576,146.22	34.43%
Rental				
Oil and Gas Leases	293,293.95	2,337,297.89	1,402,667.49	66.63%
Other	5,080.00	33,580.51	21,394.93	56.96%
Gain on Sale of Securities		392,443.56	37,689.47	941.26%
Miscellaneous	322,505.85	1,130,842.48	801,147.95	41.15%
	<u>\$8,830,341.76</u>	<u>\$80,778,386.44</u>	<u>\$79,380,891.42</u>	1.76%
Bonuses, Oil and Gas Lease	<u>-0-</u>	<u>9,719,000.00</u>	<u>17,869,500.00</u>	(45.61%)
TOTAL, Permanent University Fund	<u>\$8,830,341.76</u>	<u>\$90,497,386.44</u>	<u>\$97,250,391.42</u>	(6.91%)

Oil and Gas Development - August 31, 1979
Acreage Under Lease - 1,042,849

Number of Producing Acres - 396,615

Number of Producing Leases - 1,725

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for September and October 1979 and Report on Oil and Gas Development as of October 31, 1979.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for September and October 1979 and (b) Oil and Gas Development as of October 31, 1979, are submitted by the Executive Director for Investments and Trusts:

<u>Permanent University Fund</u>	<u>September, 1979</u>	<u>October, 1979</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>	<u>Per Cert Change</u>
Royalty					
Oil	\$ 5,386,444.15	\$6,345,608.50	\$11,732,052.65	\$ 6,462,421.82	81.54%
Gas	2,956,149.67	3,039,038.99	5,995,188.66	5,007,977.47	19.71%
Sulphur	236,519.63	185,523.46	422,043.09	135,076.16	212.45%
Water	16,466.72	15,065.66	31,532.38	42,508.55	(25.82%)
Brine	1,298.05	2,601.79	3,899.84	5,633.95	(30.78%)
Rental					
Oil and Gas Leases	526,519.27	69,667.30	596,186.57	743,218.91	(19.78%)
Other	100.00	2,780.00	2,880.00	200.00	1,340.00%
Sale of Sand, Gravel, Etc.	6,227.41	1,350.00	7,577.41	3,360.15	125.51%
Gain or (Loss) on Sale of Securities	147,418.12	74,100.04	221,518.16	9,978.28	2,122.99%
Transfer from Special 1% Fee Fund					
Board for Lease of University Lands	-0-	-0-	-0-	-0-	-0-
Sub-Total	<u>\$ 9,277,143.02</u>	<u>\$9,735,735.74</u>	<u>\$19,012,878.76</u>	<u>\$12,410,375.29</u>	53.20%
Bonuses					
Oil and Gas Lease Sales	-0-	-0-	-0-	9,719,000.00	(100.00%)
Amendments and Extensions to Mineral Leases	68,298.87	22,484.66	90,783.53	387,613.00	(76.58%)
Total Bonuses	<u>\$ 68,298.87</u>	<u>\$ 22,484.66</u>	<u>\$ 90,783.53</u>	<u>\$10,106,613.00</u>	(99.10%)
TOTAL CLEARANCES	<u><u>\$ 9,345,441.89</u></u>	<u><u>\$9,758,220.40</u></u>	<u><u>\$19,103,662.29</u></u>	<u><u>\$22,516,988.29</u></u>	(15.16%)

Oil and Gas Development - October 31, 1979
Acreage Under Lease - 962,709

Number of Producing Acres - 399,611

Number of Producing Leases - 1,737

2. Report on Permanent University Fund Investments for the Fiscal Year Ended August 31, 1979. --

Report

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, 1979. 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, 1979.

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	
	1978	1979		%
Book Value	\$1,043,320,990	\$1,133,818,376	\$90,497,386	8.7
Investment Income	62,763,714	72,687,365	9,923,651	15.8

Recommendation

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.

3. Proposed Approved Stock List. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend the following companies for the Approved Stock List. If approved, this stock list will replace the list approved October 20, 1978.

AEROSPACE

Boeing Co. (The)
Martin Marietta Corp.
McDonnell Douglas Corp.
Rockwell International Corp.
Sundstrand Corp.
TRW Inc.
United Technologies Corp.

AIR TRANSPORT

Delta Air Lines, Inc.
Emery Air Freight Corp.
Northwest Airlines, Inc.
UAL, Inc.

APPAREL-TEXTILE

Blue Bell, Inc.
Burlington Industries, Inc.
Levi Strauss & Co.

AUTOMOTIVE

Bendix Corp. (The)
Borg-Warner Corp.
Champion Spark Plug Co.
Dana Corp.
Eaton Corp.
Ford Motor Co.
General Motors Corp.
Genuine Parts Co.
Timken Co. (The)

BANK & FINANCE

Allied Bancshares, Inc.
American Express Co.
BankAmerica Corp.
Bankers Trust New York Corp.
Beneficial Corp.
Chase Manhattan Corp.
Chemical New York Corp.
Citicorp
Continental Illinois Corp.
Crocker National Corp.
Federal National Mortgage Association
First Bank System, Inc.
First Chicago Corp.
First City Bancorp of Texas, Inc.
First International Bancshares, Inc.
First National Boston Corp.
First Pennsylvania Corp.
Florida National Banks of Florida, Inc.
Heller (Walter E.) International Corp.
Household Finance Corp.
Manufacturers Hanover Corp.
Mellon National Corp.
Mercantile Texas Corp.
Morgan (J.P.) & Co., Inc.
NCNB Corp.
Northwest Bancorporation
Republic of Texas Corp.
Seafirst Corp.
Security Pacific Corp.

Bank & Finance - Continued

Southeast Banking Corp.
Southwest Bancshares, Inc.
Texas Commerce Bancshares, Inc.
Valley National Bank of Arizona
Wachovia Corp. (The)
Wells Fargo & Co.
Western Bancorporation

BUILDING MATERIALS

American Standard, Inc.
Armstrong Cork Co.
Fluor Corp.
Ideal Basic Industries, Inc.
Jim Walter Corp.
Johns-Manville Corp.
Lone Star Industries, Inc.
Masco Corp.
Masonite Corp.
Owens-Corning Fiberglas
Ryan Homes, Inc.
Standard Brands Paint Co.
Trane Co. (The)
United States Gypsum Co.

CHEMICAL

Air Products & Chemicals, Inc.
Allied Chemical Corp.
American Cyanamid Co.
Big Three Industries, Inc.
Celanese Corp.
Diamond Shamrock Corp.
Dow Chemical Co. (The)
Du Pont (E.I.) de Nemours and Co.
Grace (W.R.) & Co.
Hercules Inc.
Monsanto Co.
Nalco Chemical Co.
National Distillers & Chemical Corp.
NCH Corp.
PPG Industries, Inc.
Rohm and Haas Co.
Stauffer Chemical Co.
Union Carbide Corp.

COSMETICS

Avon Products, Inc.
Chesebrough-Pond's Inc.
Gillette Co. (The)
International Flavors & Fragrances, Inc.
Revlon, Inc.

DRUG & MEDICAL SUPPLIES

Abbott Laboratories
American Home Products Corp.
American Hospital Supply Corp.
Baxter Travenol Laboratories, Inc.
Becton, Dickinson and Co.
Bristol-Myers Co.
Hospital Corporation of America
Johnson & Johnson

Recommended Approved Stock List - Continued

Drug & Medical Supplies - Continued

Lilly (Eli) and Co.
Merck & Co., Inc.
Pfizer Inc.
Richardson-Merrell Inc.
Robins (A.H.) Co., Inc.
Rorer Group Inc.
Schering-Plough Corp.
Searle (G.D.) & Co.
SmithKline Corp.
Squibb Corp.
Sterling Drug Inc.
Upjohn Co. (The)
Warner-Lambert Co.

EDUCATION & ENTERTAINMENT

American Broadcasting Companies, Inc.
AMF Inc.
CBS Inc.
Disney (Walt) Productions
Donnelley (R.R.) and Sons Co.
Dun & Bradstreet Corp.
Gannett Co., Inc.
Harcourt Brace Jovanovich, Inc.
MCA, Inc.
McGraw-Hill, Inc.
Metromedia, Inc.
Prentice-Hall, Inc.
Time Inc.
Times Mirror Co. (The)
Warner Communications, Inc.

ELECTRICAL EQUIPMENT

Combustion Engineering, Inc.
Emerson Electric Co.
Foster Wheeler Corp.
General Electric Co.
Gould, Inc.
McGraw-Edison Co.
Reliance Electric Co.
Square D Co.
Sunbeam Corp.
Thomas & Betts Corp.
Westinghouse Electric Corp.
Whirlpool Corp.

ELECTRONIC INSTRUMENTS

AMP, Inc.
Beckman Instruments, Inc.
Foxboro Co. (The)
General Signal Corp.
Harris Corp.
Hewlett-Packard Co.
Honeywell, Inc.
International Telephone & Telegraph Corp.
Motorola, Inc.
Perkin-Elmer Corp. (The)
Raytheon Co.
RCA Corp.
Texas Instruments Inc.

Electronic Instruments - Continued

Tektronix, Inc.
Watkins-Johnson Co.

FOOD, BEVERAGE & SOAP

American Brands, Inc.
Anderson, Clayton & Co. Inc.
Archer-Daniels-Midland Co.
Beatrice Foods Co.
Borden, Inc.
CPC International, Inc.
Campbell Soup Co.
Carnation Co.
Central Soya Co., Inc.
Coca-Cola Co. (The)
Colgate-Palmolive Co.
Consolidated Foods Corp.
Dr Pepper Co.
Esmark, Inc.
General Foods Corp.
General Mills, Inc.
Heinz (H.J.) Co.
Heublein, Inc.
Kellogg Co.
Kraft, Inc.
Nabisco, Inc.
Norton Simon, Inc.
PepsiCo, Inc.
Philip Morris Inc.
Pillsbury Co. (The)
Procter & Gamble Co. (The)
Purex Industries, Inc.
Quaker Oats Co. (The)
Ralston Purina Co.
Reynolds (R.J.) Industries, Inc.
Schlitz (Jos.) Brewing Co.
Standard Brands Inc.

INSURANCE

Aetna Life & Casualty Co.
American General Insurance Co.
American National Financial Corp.
Capital Holding Corp.
Chubb Corp. (The)
Colonial Penn Group, Inc.
Combined Insurance Company of America
Connecticut General Insurance Corp.
Continental Corp. (The)
Crum and Forster
Farmers Group, Inc.
Gulf United Corp.
INA Corp.
Jefferson-Pilot Corp.
Liberty Corp. (The)
Liberty National Life Insurance Co.
Lincoln National Corp.
Marsh & McLennan Companies, Inc.
NLT Corp.
SAFECO Corp.
St. Paul Companies, Inc.

Recommended Approved Stock List - Continued

Insurance - Continued

Southwestern Life Corp.
Transamerica Corp.
Travelers Corp. (The)
United States Fidelity & Guaranty Co.
USLIFE Corp.
Washington National Corp.

MACHINERY

Allis-Chalmers Corp.
Black & Decker Manufacturing Co. (The)
Briggs & Stratton Corp.
Bucyrus-Erie Co.
Caterpillar Tractor Co.
Cincinnati Milacron Inc.
Clark Equipment Co.
Cooper Industries, Inc.
Cummins Engine Co., Inc.
Deere & Co.
Dover Corp.
Eagle-Picher Industries, Inc.
FMC Corp.
Ingersoll-Rand Co.
International Harvester Co.
Joy Manufacturing Co.
Norton Co.
Parker-Hannifin Corp.
Pullman Inc.
Timken Co. (The)

METALS & MINING

Aluminum Company of America
AMAX Inc.
Armco Inc.
ASARCO Inc.
Bethlehem Steel Corp.
Eastern Gas and Fuel Associates
Inland Steel Co.
Kennecott Copper Corp.
Newmont Mining Corp.
Phelps Dodge Corp.
Pittston Co. (The)
St. Joe Minerals Corp.
United States Steel Corp.

MISCELLANEOUS

ARA Services, Inc.
Corning Glass Works
Dart Industries, Inc.
Minnesota Mining and Manufacturing Co.
Northwest Industries
Rubbermaid Inc.
Southern Natural Resources, Inc.
Tenneco Inc.

OFFICE EQUIPMENT

Automatic Data Processing, Inc.
Burroughs Corp.
Electronic Data Systems Corp.
International Business Machines Corp.

Office Equipment - Continued

NCR Corp.
Sperry Corp.
Xerox Corp.

OIL

Atlantic Richfield Co.
Baker International Corp.
Cities Service Co.
Conoco Inc.
Dresser Industries, Inc.
Exxon Corp.
Gearhart-Owen Industries, Inc.
Getty Oil Co.
Gulf Oil Corp.
Halliburton Co.
Hughes Tool Co.
Kerr-McGee Corp.
Louisiana Land and Exploration Co. (The)
MAPCO, Inc.
Marathon Oil Co.
McDermott (J. Ray) & Co., Inc.
Mesa Petroleum Co.
Mobil Corp.
Murphy Oil Corp.
Pennzoil Co.
Phillips Petroleum Co.
Santa Fe International Corp.
Shell Oil Co.
Smith International, Inc.
Standard Oil Company of California
Standard Oil Company (Indiana)
Standard Oil Company (The) (Ohio)
Sun Co., Inc.
Superior Oil Co. (The)
Texaco Inc.
Texas Oil and Gas Corp.
Union Oil Company of California

PAPER, FOREST PRODUCTS & CONTAINERS

American Can Co.
Boise Cascade Corp.
Champion International Corp.
Continental Group, Inc. (The)
Crown Zellerbach Corp.
Georgia-Pacific Corp.
Great Northern Nekoosa Corp.
International Paper Co.
Kimberly-Clark Corp.
Louisiana-Pacific Corp.
Mead Corp. (The)
Owens-Illinois, Inc.
Potlatch Corp.
St. Regis Paper Co.
Scott Paper Co.
Union Camp Corp.
Westvaco Corp.
Weyerhaeuser Co.

Recommended Approved Stock List - Continued

PHOTOGRAPHY

Bell & Howell Co.
Eastman Kodak Co.
Polaroid Corp.

PUBLIC UTILITIES

Allegheny Power System, Inc.
American Natural Resources Co.
American Telephone & Telegraph Co.
Arizona Public Service Co.
Baltimore Gas & Electric Co.
Carolina Power and Light Co.
Central Louisiana Energy Corp.
Central & South West Corp.
Central Telephone & Utilities Corp.
Commonwealth Edison Co.
Continental Telephone Corp.
Duke Power Co.
ENSERCH Corp.
Florida Power Corp.
Florida Power & Light Co.
General Telephone & Electronics Corp.
Gulf States Utilities Co.
Houston Industries Inc.
Houston Natural Gas Corp.
Idaho Power Co.
Middle South Utilities, Inc.
Montana Power Co. (The)
Northern Indiana Public Service Co.
Northern States Power Co. (Minn.)
Oklahoma Gas & Electric Co.
Pacific Power & Light Co.
Panhandle Eastern Pipe Line Co.
Public Service Company of Colorado
Public Service Company of Indiana, Inc.
Rochester Telephone Corp.
Southern California Edison Co.
Southern Co. (The)
Southwestern Public Service Co.
Tampa Electric Co.
Texas Eastern Corp.
Texas Utilities Co.
Tucson Electric Power Co.
United Telecommunications, Inc.
Wisconsin Electric Power Co.

RAIL - MISCELLANEOUS TRANSPORTATION

ACF Industries, Inc.
Burlington Northern Inc.
Consolidated Freightways, Inc.
GATX Corp.
Rio Grande Industries, Inc.
Santa Fe Industries, Inc.
Union Pacific Corp.

RETAIL TRADE

Allied Stores Corp.
Associated Dry Goods Corp.
Carter Hawley Hale Stores, Inc.
Church's Fried Chicken, Inc.

Retail Trade - Continued

Dayton Hudson Corp.
Denny's, Inc.
Eckerd (Jack) Corp.
Federated Department Stores, Inc.
Gordon Jewelry Corp.
Hilton Hotels Corp.
Jewel Companies, Inc.
K mart Corp.
Longs Drug Stores
Lucky Stores, Inc.
May Department Stores Co. (The)
Melville Corp.
Mercantile Stores Co., Inc.
Penney (J.C.) Co., Inc.
Petrie Stores Corp.
Safeway Stores, Inc.
Sears, Roebuck & Co.
Southland Corp. (The)
Super Valu Stores, Inc.
Winn-Dixie Stores, Inc.
Zale Corp.

RUBBER

Firestone Tire & Rubber Co. (The)
Goodyear Tire & Rubber Co. (The)

B. LAND MATTERS

Easements and Surface Leases Nos. 5027-5074, Material Source Permits Nos. 581-583, Water Contract No. 177, and Assignment of Easement No. 4054.
 It is recommended by the Vice Chancellor for Lands Management that the following applications for easements and surface leases, material source permits, water contract, and assignment of easement be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate effective August 1, 1979 (adopted June 1, 1979):

a. Easements and Surface Leases Nos. 5027-5074

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5027	Phillips Petroleum Company	Surface Lease (Salt Water Disposal)	Andrews	10	1 acre	9/4/79-* 9/3/80	\$ 1,500.00
5028	R-B Disposal Systems, Inc. (Renewal of 3842)	Surface Lease (Salt Water Disposal)	Andrews	1	2 acres	10/7/79-* 10/6/80	2,500.00
5029	Frank Sandel & Tim Sellman etal	Surface Lease (Office & Supply Store)	Reagan	11	200' x 415'	8/1/79-** 7/31/80	500.00
5030	GWS & C, Inc.	Surface Lease (Office & Truck Yard)	Reagan	11	427 x 350'	8/1/79-** 7/31/80	1,100.00
5031	D. W. Calley	Surface Lease (Garage)	Reagan	7	250' x 200'	9/1/79-** 8/31/80	550.00
5032	Northern Natural Gas Company	Surface Lease (Compressor Plant Site)	Reagan	48	14.92 acres	10/1/79- 9/30/89	5,968.00 (Full)
5033	Northern Natural Gas Company	Pipe Line	Reagan	9 & 58	463.80 rds. 4 inch	10/1/79- 9/30/89	1,623.30
5034	Northern Natural Gas Company	Pipe Line	Reagan	58	111.88 rds. 4 inch	10/1/79- 9/30/89	391.58
5035	Northern Natural Gas Company	Pipe Line	Reagan	48	356.0 rds. 4 inch	10/1/79- 9/30/89	1,246.00

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

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

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5036	Northern Natural Gas Company	Pipe Line	Reagan	48	1,557.51 rds. Various Size	10/1/79- 9/30/89	\$ 6,514.91
5037	Northern Natural Gas Company	Pipe Line	Reagan	9	315.94 rds. 2 inch	10/1/79- 9/30/89	1,105.79
5038	Northern Natural Gas Company	Pipe Line	Reagan	10	429.94 rds.	10/1/79- 9/30/89	1,504.79
5039	Exxon Pipeline Comapny (Renewal of 2929)	Pipe Line	Andrews	9	189.84 rds. 4-1/2 inch	10/1/79- 9/30/89	569.52
5040	Gulf Oil Corporation (Renewal of 2995)	Pipe Line	Crane	30	630.0 rds. Various Size	11/1/79- 10/31/89	1,890.00
5041	Mobil Oil Corporation (Renewal of 2985)	Surface Lease (Compressor Station)	Crane	31	1.13 acres	9/1/79- 8/31/89	2,000.00 (Full)
5042	Mobil Oil Corporation (Renewal of 3042)	Pipe Line	Andrews	1,4 & 5	1,450.80 rds. Various Size	1/1/80- 12/31/89	4,352.40
5043	Amoco Production Company (Renewal of 3032)	Power Line	Andrews	13	442.20 rds. Single Pole	12/1/79- 11/30/89	444.20
5044	Amoco Production Company (Renewal of 3016)	Pipe Line	Andrews	9	83.34 rds. 2-7/8 inch	10/1/79- 9/30/89	250.02
5045	Aztec Gas, Inc. (Renewal of 3018)	Pipe Line	Pecos	17	191.27 rds. 2 inch	10/1/79- 9/30/89	573.81
5046	Oasis Pipe Line Company	Pipe Line	Winkler	21	147.64 rds. 4 inch	6/1/79- 5/31/89	516.74
5047	El Paso Natural Gas Company (Renewal of 3076)	Pipe Line	Reagan	11	660.73 rds. Various Size	3/1/80- 2/28/90	1,982.19

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5048	El Paso Natural Gas Company (Renewal of 3005)	Pipe Line	Andrews	1	101.788 rds. 4-1/2 inch	2/1/80 3/31/90	\$ 305.36
5049	El Paso Natural Gas Company (Renewal of 3004)	Pipe Line	Crockett	29	112.667 rds. 4-1/2 inch	4/1/80 3/31/90	338.00
5050	El Paso Natural Gas Company	Pipe Line	Crockett	33	21.636 rds. 4-1/2 inch	9/1/79- 8/31/89	200.00 (Min.)
5051	El Paso Natural Gas Company	Pipe Line	Crockett	33 & 32	581.393 rds. 4-1/2 inch	9/1/79- 8/31/89	2,034.88
5052	El Paso Natural Gas Company	Pipe Line	Crockett	29	189.697 rds. 4-1/2 inch	9/1/79- 8/31/89	663.94
5053	El Paso Natural Gas Company	Pipe Line	Crockett	29	21.879 rds. 4-1/2 inch	9/1/79- 8/31/89	200.00 (Min.)
5054	El Paso Natural Gas Company (Partial Renewal of 3021)	Pipe Line	Andrews	1	58.466 rds. 4-1/2 inch	5/1/80- 4/30/90	200.00 (Min.)
5055	El Paso Natural Gas Company	Surface Lease (Compressor Station)	Crockett	29	2.0 acres	9/1/79- 8/31/89	2,000.00 (Full)
5056	Phillips Petroleum Company (Partial Renewal of 3105)	Pipe Line	Crane	31	981.80 rds. Various Size	1/1/80- 12/31/89	2,945.40
5057	Phillips Pipe Line Company (Renewal of 3014)	Pipe Line	Andrews	11	763.20 rds. 4-1/2 inch	10/1/79- 9/30/89	2,289.60
5058	Phillips Pipe Line Company (Renewal of 3087)	Pipe Line	Andrews	13	10.0 rds. 4-1/2 inch	1/1/80- 12/31/89	200.00 (Min.)

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5059	Atlantic Richfield Company	Surface Lease (Compressor Site)	Crane	31	0.918 acres	11/1/79- 10/31/89	\$ 2,000.00 (Full)
5060	Atlantic Richfield Company	Surface Lease (Compressor Site)	Crane	31	0.918 acres	11/1/79- 10/31/89	2,000.00 (Full)
5061	Oasis Pipe Line Company	Surface Lease (Dehydration & Metering Equipment)	Crockett	31	1.55 acres	9/1/79- 8/31/89	2,000.00 (Full)
5062	West Texas Utilities Company (Renewal of 3034)	Power Line	Reagan	2,3 & 58	4,136.60 rds. Single Pole	11/1/79- 10/31/89	4,690.50
5063	Oasis Pipe Line Company	Pipe Line	Crockett	30,31 & 32	1,700.51 rds. 4 inch	9/1/79- 8/31/89	5,951.79
5064	Natural Gas Pipeline Company of America	Pipe Line	Winkler	21	601.0 rds. 6 inch	9/1/79- 8/31/89	2,103.50
5065	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	47	30.909 rds. Single Pole	8/1/79- 7/31/89	200.00 (Min.)
5066	Southwest Texas Electric Coop., Inc.	Power Line	Reagan	49	91.636 rds. Single Pole	11/1/79- 10/31/89	200.00 (Min.)
5067	Southwest Texas Electric Coop., Inc.	Power Line	Reagan & Crockett	48	106.484 rds. Single Pole	10/1/79- 9/30/89	200.00 (Min.)
5068	Southwest Texas Electric Coop., Inc.	Power Line	Reagan	48	53.454 rds. Single Pole	8/1/79- 7/31/89	200.00 (Min.)
5069	Southwest Texas Electric Coop., Inc.	Power Line	Reagan & Crockett	49	574.606 rds. Single Pole	9/1/79- 8/31/89	861.91
5070	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	47	66.424 rds. Single Pole	10/1/79- 9/30/89	200.00 (Min.)

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
5071	Southwest Texas Electric Coop., Inc.	Power Line	Reagan	49	159.939 rds. Single Pole	10/1/79- 9/30/89	\$ 239.91
5072	Delhi Gas Pipeline Corporation	Pipe Line	Ward	18	101.09 rds. 8 inch	10/1/79- 9/30/89	353.82
5073	Harrison Interests, Ltd.	Pipe Line	Crockett	33 & 32	793.28 rds. 2 inch	8/1/79- 7/31/89	2,776.48
5074	Rice Engineering and Operating, Inc.	Surface Lease (Salt Water Disposal)	Andrews	8	2-1/2 acres	10/2/79-* 10/1/80	1,500.00

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

b. Material Source Permits Nos. 581-583

No.	Grantee	County	Location	Quantity	Consideration
581	H. L. Brown, Jr.	Terrell	Block 36	7,948 cubic yards - caliche	\$ 2,781.80
582	Strain Bros., Inc.	Pecos	Block 18	20,538.14 cubic yards - caliche	1,437.67*
583	M & P Construction Co., Inc.	Pecos	Block 30	400 cubic yards - caliche	200.00

*Special agreement at \$0.07 per cubic yard.

c. Water Contract No. 177

No.	Grantee	County	Location	Period	Consideration
177	The Permian Corporation	Reagan	Block 11	10/24/79- 10/23/84	\$ 100.00*

*Annual Rental is \$100.00, to be paid in advance. The royalty shall be \$0.45 per 1,000 gallons of water produced with a minimum of \$200.00 per year.

d. Assignment of Easement No. 4054

No.	Assignor	Assignee	Type of Permit	County	Consideration
4054	Seagull Pipeline Corporation	Apache Gas Corporation	Pipeline	Crockett	\$ 200.00

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Recommendation to Accept Gift and Pledge and to Establish Professorship of Political Economy in the Department of Economics. --

Recommendation

President Flawn and Chancellor Walker recommend the acceptance of a gift of 16,667 shares of Holly Resources Corporation stock valued at approximately \$50,000 and a pledge for \$50,000 from Mr. and Mrs. Rex G. Baker, Jr., Sugar Land, Texas, and the establishment of the Rex G. Baker, Jr., Professorship of Political Economy in the Department of Economics.

Background Information

Mr. Baker, a prominent Houston attorney and savings and loan executive, received B.A. and LL.B. degrees from U. T. Austin, and was awarded The Ex-Students' Association Distinguished Alumnus Award in 1977. He has served as Chairman of the U. T. Austin Development Board, President of U. T. Austin Dads' Association, and is currently Chairman of The Chancellor's Council of the U. T. System.

Proposed guidelines for the Professorship are as follow:

"The holder of the Rex G. Baker, Jr., Professorship in the Department of Economics, College of Liberal Arts, University of Texas at Austin, shall have shown in the pursuit of knowledge a devotion to the higher values of Western political and economic freedom. In particular, the Baker Professor should hold to the beliefs that political freedom is inextricably bound up with economic freedom, that individuals are the best judges of their own interests, and that the ultimate measure of the state consists in the liberties, both political and economic, that are enjoyed by individuals. Finally, the Baker Professor shall have shown in his or her teaching a respect for students, and for their hopes, visions and aspirations for the future.

"Appointment to the Baker Professorship shall be in accordance with the Regents' Rules and Regulations and shall be for a period not to exceed five years. The appointment may be renewed, "

2. U. T. Austin: Recommendation to Accept Pledge for a Gift, Exception to Regents' Rules and Regulations, and Naming of the Polymer Laboratory in Chemical Engineering. --

Recommendation

Dr. Flawn and Chancellor Walker recommend acceptance of a pledge for an endowed gift of \$25,800 to be made over a three year period from Mr. Z. D. Bonner and Gulf Oil Corporation. Mr. Bonner's gift of \$8,600, payable in three annual payments of \$4,100, \$2,500 and \$2,000 beginning this year, will be matched on a two-for-one basis by Gulf Oil Corporation in their employee matching gift program making the total gift of \$25,800. The income earned from this gift will be used to help equip, supply and maintain a polymer laboratory in the E. P. Schoch Laboratories Building in the College of Engineering. In recognition of this gift, it is further requested that an exception be made to the Regents' Rules and Regulations, Part One, Chapter VIII and that this laboratory be named the David C. Bonner Polymer Laboratory in Chemical Engineering.

BACKGROUND INFORMATION

Mr. Z. D. Bonner, a 1941 U. T. Austin graduate, is retired Chairman and Chief Executive Officer of Gulf Oil Chemicals Company, Houston, Texas, and Director of Gulf Oil Corporation. Mr. Bonner has been a very active supporter of the College of Engineering and is a member of the Engineering Foundation Advisory Council. Mr. Bonner proposes to honor his son, Dr. David C. Bonner, who earned B.S. and M.S. degrees in Chemical Engineering from U. T. Austin in 1966 and 1969, respectively. Dr. Bonner subsequently received a Ph.D. degree from the University of California-Berkeley and is currently a professional research engineer in Houston, Texas.

3. U. T. Austin: Recommendation to Accept Tender Offer of Undivided 5% Interest in Land Syndicate Plus Pledge of Additional Funds and to Establish Professorship of Chemical Engineering. --

Recommendation

President Flawn and Chancellor Walker recommend acceptance of a tender offer by Mr. Z. D. Bonner of his undivided 5% interest in a land syndicate which owns 825 acres in Sabine County, Texas, with an estimated value of \$60,000 plus a pledge of additional funds for a total of \$100,000 over the next ten years and the establishment of the Z. D. Bonner Professorship of Chemical Engineering at U. T. Austin.

Background Information

Mr. Z. D. Bonner, retired Chairman of Gulf Oil Chemical Company of Houston, Texas, is an active member of the Engineering Foundation Advisory Council. He graduated from U. T. Austin in 1941, as a Distinguished Student in Chemical Engineering.

The land syndicate owns 825 acres of unimproved land that stretches approximately eight miles along the shore of Lake Toledo Bend located almost due east of San Augustine, Texas.

Subject to the Engineering Foundation Advisory Council's approval, the professorship will be underwritten by the Engineering Foundation in an amount up to \$5,000 per annum until such time as disposition is made of the property and the total cash funding of \$100,000 is complete.

Secretary's Note: The deed will be reported at a subsequent meeting as soon as received and recorded.

4. U. T. Austin: Proposal to Convert the Carroll Cartwright Award Fund in Advertising to the Carroll Cartwright Presidential Scholarship in the Department of Advertising. --

Recommendation

President Flawn and Chancellor Walker recommend that the Carroll Cartwright Award Fund in Advertising be converted to the Carroll Cartwright Endowed Presidential Scholarship, now that funding for the endowment has reached \$25,000. Income from this endowment provides an annual scholarship for a junior advertising major.

Background Information

The Board of Regents on December 10, 1976, as recorded in the minutes, page 142, item 1, approved the establishment of the Carroll Cartwright Award Fund in Advertising with gifts from relatives and friends of the late Miss Cartwright who was an advertising graduate of U. T. Austin. The idea for the scholarship originated with Ms. Elizabeth Murphy Geise of Austin, a long-time friend of Miss Cartwright, and was implemented by Mr. Jack S. Blanton of Houston, Texas, a member of the College of Business Administration Advisory Council and friend of the Cartwright family.

5. U. T. Austin - Estate of James F. Hinton (The James F. and Bernice M. Hinton Memorial Scholarship Fund): Final Report on Bequest. --

Report

U. T. Austin has received the final distribution of the residuary estate of James F. Hinton accepted by the Board of Regents at its June 1, 1979 meeting. Principal distributions of \$165,027.70 plus income during administration of \$4,669.97 totaled \$169,697.67. The principal distribution of \$165,027.70 will be added to the James F. and Bernice M. Hinton Memorial Scholarship Fund with the income of \$4,669.97 to be used for scholarships.

6. U. T. Austin - C. L. Lundell and Amelia A. Lundell Charitable Remainder Unitrust: Request for Board of Regents to Agree to Become Successor Trustee. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend that the Board of Regents agree to become Successor Trustee of the C. L. Lundell and Amelia A. Lundell Charitable Remainder Trust.

Background Information

The establishment of this unitrust was reported to the Board of Regents at the meeting of October 1, 1976, as reflected on pages 83-84, item 5, of the minutes. The trust is valued at approximately \$115,000 and provides that 10% of the annual fair market value if earned be paid to Mrs. Lundell during her life and then to Karen Lundell Shatley, age 33, and Jon Richard Lundell, age 41, for their lifetimes. Upon the demise of the last of the life beneficiaries, the trust assets will come to the Board of Regents with three-fourths of the net income to be used for the Lundell Herbarium and one-fourth for the Lundell Rare Book Library, both at The University of Texas at Austin.

Dr. and Mrs. Lundell plan to make substantial additions of real estate valued in excess of \$750,000 and other assets which will bring the total value of the unitrust in excess of \$1,000,000. Prior to making these planned additions they are requesting that the Board of Regents agree to and become the Successor Trustee.

The First National Bank of Dallas, Dallas, Texas, is the current Trustee of the subject trust. Plans are being formulated to institute a friendly lawsuit to allow the bank to resign and have the court appoint the Board of Regents as Successor Trustee.

Previous gifts made by Dr. and Mrs. Lundell to U. T. Austin and U. T. Dallas have a book value of \$411,722.61. This does not include a large collection of rare books housed in the Lundell Room, Harry Ransom Center, and the Lundell Herbarium located in the Botany Department at U. T. Austin.

7. U. T. Austin: Request to Establish Professorship of Banking and Finance in Graduate School of Business. --

Recommendation

Chancellor Walker reports that The Business School Foundation (an external foundation) has expressed the desire that The Margaret and Eugene McDermott Professorship of Banking and Finance be established in the Graduate School of Business at The University of Texas at 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 and administered per the agreement with the Foundation.

Background Information

Miss Mary McDermott has pledged two annual gifts of \$50,000 each to The Business School Foundation in support of the proposed professorship in honor of her parents, Margaret and Eugene McDermott, of Dallas, Texas. The late Eugene McDermott was a co-founder of the firm that later became Texas Instruments. Margaret McDermott is currently a member of the Development Board at U. T. Austin where she is continuing to work for excellence in higher education.

Miss Mary McDermott received her undergraduate degree from Stanford in 1975. She is currently living in Dallas, Texas, and working on an M.B.A. degree in the Graduate School of Business at U. T. Austin.

8. U. T. Austin: Recommendation to Accept Gift and to Establish Endowed Presidential Scholarships in College of Business Administration. --

Recommendation

Chancellor Walker recommends acceptance of a gift of \$50,000 from Capital National Bank, Austin, Texas, and establishment of the Dr. Peter T. Flawn Presidential Scholarships in the College of Business Administration. Income from this fund is to be used to award two annual scholarships to worthy junior, senior or graduate students who have graduated from a high school in the City of Austin.

Background Information

Mr. Robert T. Present, Chairman of the Board, Capital National Bank, Austin, Texas, in his letter of September 25, 1979, says, "It is intended that these scholarships not only recognize the high esteem in which we hold Dr. Flawn, but also reflect the commitment of the Capital National Bank in Austin to academic excellence by the University of Texas School of Business and to the further support of this community."

9. U. T. Austin: Recommendation to Accept Gift of 19 Acres of Land in Jeff Davis County, Texas, and to Establish Fund for Extragalactic Research in the Department of Astronomy. --

Recommendation

President Flawn and Chancellor Walker recommend that 19 acres of land valued at \$14,000-\$16,000 be accepted from Professor and Mrs. Gerard de Vaucouleurs of the Department of Astronomy at The University of Texas at Austin. This land is located in Jeff Davis County, Texas, in the Davis Mountains Resort Area near McDonald Observatory. It is understood that the land will be sold and the proceeds therefrom will be used to establish the Fund for Extragalactic Research.

Background Information

Dr. de Vaucouleurs received a degree in Physics in 1949 from the University of Paris - Sorbonne and worked there until 1954. From 1954-58 he was the astronomer at the Yale and Columbia Observatories in Australia. He received the Doctor of Science degree from the Australian National University in 1957. He worked at Lowell Observatory in 1958 and the Harvard Observatory from 1958-60 when he came to The University of Texas as Associate Professor. In 1964 he became a full Professor. Dr. de Vaucouleurs played an important role in strengthening the Astronomy Department and was instrumental in acquiring the famous astronomy collection, the Peridier Library, for The University of Texas at Austin.

Mrs. de Vaucouleurs received the equivalent of a master's degree from the University of Paris - Sorbonne and has worked as a research assistant at the Commonwealth Observatory in Australia and at the Harvard Observatory. She became a Research Associate at U. T. Austin in 1961, the position she currently holds. Dr. and Mrs. de Vaucouleurs form one of the most prolific teams of astronomers in the world, with 15 books, over 300 research papers, and a number of major discoveries to their credit.

10. U. T. Austin: Recommendation to Accept Gift and Pledge and to Establish Professorship of Engineering in College of Engineering. --

Recommendation

President Flawn and Chancellor Walker recommend acceptance of a gift of \$25,000 and annual pledges of \$25,000 from Houston Oil & Minerals Corporation for the next three years for a total of \$100,000 and establishment of the J. C. Walter, Jr., Professorship of Engineering in the College of Engineering at U. T. Austin in honor of Mr. J. C. Walter, Jr., Chairman of the Board.

Background Information

The Board of Directors of Houston Oil & Minerals Corporation has approved a gift to the U. T. Austin College of Engineering for the establishment of a professorship in honor of J. C. Walter, Jr., Chairman. Mr. Walter received a B.S. in Petroleum Engineering and an M.A. in Geology from U. T. Austin. He is a member of both the Engineering and Geology Advisory Councils and presently serves as Chairman of the Geology Advisory Council. In 1977, Mr. Walter received the Distinguished Alumnus Award of the College of Engineering.

The Engineering Foundation Advisory Council has agreed to underwrite the professorship until it is fully funded in about three years to allow it to be activated upon approval by the Board of Regents.

11. U. T. Austin: Request to Establish Distinguished Professorship of Accounting in College of Business Administration. --

Recommendation

Chancellor Walker reports that The Business School Foundation (an external foundation) has expressed the desire that an Ernst and Whinney Distinguished Professorship of Accounting be established in the College of Business Administration at The University of Texas at 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 and administered per the agreement with the Foundation.

Background Information

The partners and staff of the world-wide public accounting firm, Ernst and Whinney, propose to endow a professorship in the Department of Accounting with a minimum of \$100,000 to be given over a five-year period from 1979 to 1984. The funds for the professorship will come from individual contributions from members of the accounting firm to be matched by the Ernst and Whinney Foundation.

12. U. T. El Paso: Recommendation to Accept Gift and to Establish Library Fund. --

Recommendation

President Templeton and Chancellor Walker recommend acceptance of a gift of \$3,000 which combined with previous gifts of \$7,000 brings total funding to \$10,000 and the establishment of the J. B. and Margaret Blaugrund Library Fund at U. T. El Paso. Income from this fund will be used for acquisition of Judaica and related materials.

Background Information

In 1973, the Blaugrund Foundation of El Paso, Texas, made an agreement with U. T. El Paso to establish an account as part of the Pooled Library Endowment Fund with annual contributions of \$1,000 per year until the sum of \$10,000 was obtained to establish a separate endowment fund in honor of J. B. and Margaret Blaugrund. Mr. and Mrs. Blaugrund are the founders of The American Furniture Company of El Paso, Texas, which is one of the largest furniture chains in the southwest.

The Blaugrund Foundation has previously endowed the Alvin J. Marks Memorial Scholarship Fund at U. T. El Paso which was accepted by the Board of Regents at their meeting of July 21, 1972, as reflected on page W-2 of the minutes for that meeting.

13. U. T. El Paso: Recommendation to Accept Gifts and to Establish Memorial Fund. --

Recommendation

President Templeton and Chancellor Walker recommend the acceptance of a gift of \$10,000 and establishment of the Reverend Charles C. G. Manker Memorial Fund at U. T. El Paso.

Background Information

Funds for the Reverend Charles C. G. Manker Memorial Fund have been provided by friends and associates of Dr. Manker and a matching \$5,000 gift from the First Unitarian Church of El Paso, Texas. Income from this fund will be used to award scholarships in the field of Musical Arts to worthy and deserving students at The University of Texas at El Paso. An appropriate recognition to the donors of this gift will be made by U. T. El Paso.

Dr. Manker, founder of the First Unitarian Church, was the first Chairman of the TWC Civic Ballet Board of Advisors, the first Chairman of the College-Community Arts Association, and first editor of the College-Community Musicale, a news publication of the U. T. El Paso Music Department. At the time of his death in 1964, Dr. Manker was engaged in a campaign to raise funds to assure the permanency of the College-Community Musical Arts Program. The Manker Memorial Fund was established by members of the First Unitarian Church and friends and associates to assure the continuation of those Musical Arts to which Dr. Manker had contributed his energies.

NO PUBLICITY

14. Galveston Medical Branch: Proposed ~~Gift of Stock to be Used~~ in Support of Institutional Development. --

Recommendation

President Levin and Chancellor Walker recommend the acceptance of a proposed gift of stock with an estimated value of \$350,000 from Mr. Carmage Walls to be used in support of the institutional development program at the Galveston Medical Branch.

Background Information

Mr. Carmage Walls, a very successful financier of Houston, Texas, has been a long time supporter and benefactor of the Galveston Medical Branch. His business holdings include the controlling interest in Galveston Newspapers, Inc., of which he proposes to give 10,000 shares non-voting common stock with estimated value of \$350,000 to the Board of Regents for the benefit of Galveston Medical Branch.

There are restrictions on the sale of the stock as provided in the agreement entered into by all of the present shareholders which would be binding on the University as well. Any shareholder desiring to make a disposition of stock shall first make an offer to sell such stock to Galveston Newspapers, Inc., and to the other shareholders at a price to be determined as set out in the agreement.

Disposition of the stock in the near future is not anticipated. Dividends during the interim will be used in support of the institutional development program at Galveston Medical Branch.

B. REAL ESTATE MATTERS

1. U. T. Austin - J. Marion West Chair for Constructive Capitalism: Request to Renew Grazing Lease to Joe Rodriguez of Rosenberg, Texas, Covering Land in William Andrews League, Fort Bend County, Texas. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend the renewal of a grazing lease covering 130.387 acres in the William Andrews League, Fort Bend County, to Mr. Joe Rodriguez for one (1) year, commencing January 1, 1980, at a rental of \$1,300.00.

Background Information

This property was conveyed to the Board of Regents by the J. M. West Texas Corporation on February 23, 1977. A 1975 appraisal placed the market value at \$326,000.00. However, the tract is now deemed to be within the Brazos River flood plain, and regulations severely inhibit development and/or construction of permanent improvements. Unless these restrictions are removed, the property is suitable only for agricultural purposes. The proposed lease is recommended as an interim use and contains provisions for early cancellation by the lessor.

2. U. T. Austin - Hinds-Webb Fund: Recommendation to Extend Lease to C. B. Smith, Sr., Austin, Texas, Covering 4.942 Acres in Travis County, Texas. --

Recommendation

Executive Director Lobb and Chancellor Walker recommend the extension of a lease to Mr. C. B. Smith, Sr., covering 4.942 acres at the north-east corner of Airport Blvd. and North Lamar, Austin, Travis County, Texas, for a period of thirty years, commencing January 1, 1990. Annual rental is to be 10% of the appraised value of the land at that time and is to be adjusted each five years by the increase, if any, in the Consumer Price Index, but not to exceed a fifty percent increase for each five year period. All improvements placed on the land become the property of the Lessor upon termination of the lease.

Background Information

The premises were formerly owned by Dr. Walter Prescott Webb, who leased a total of 4.942 acres to Mr. Smith for a term of 30 years, commencing January 1, 1960. Upon his death, Dr. Webb left the land to his wife, Terrell Webb, for her life and then to his daughter, Mildred Bugg, for her life, with the remainder to the University for the Hinds-Webb Fund. In December, 1976, Mrs. Webb, Mrs. Bugg and Mr. Smith conveyed their interests in 2.508 acres to the Board of Regents to endow the Walter Prescott Webb Chair at U. T. Austin. Subsequently, Mr. Smith acquired the interests of Mrs. Webb and Mrs. Bugg in the remaining 4.942 acres. The Board continues to own a remainder interest in this tract, upon which Mr. Smith now desires to extend his lease. The proposed extension will provide Mr. Smith with a lease term sufficient to obtain financing for development of the tract. A similar recommendation for a twenty year extension, without the 50% limitation on rental increases, was approved by the Board of Regents on December 16, 1977. However, a variety of problems prevented Mr. Smith from going forward with his plans at that time.

3. U. T. Austin: Proposed Lease Agreement with New Owners of Ranch in Presidio County, Texas, Near McDonald Observatory. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend that the Board of Regents approve a new lease agreement *with Osborn Barrett Petroleum, Inc., at a cost of \$10,000.00 per year for a part of the lands formerly known as the Crawford T. Mitchell Ranch.

BACKGROUND INFORMATION

Since 1966, the University has leased the Crawford T. Mitchell Ranch containing 33,280 acres of land in Presidio County, Texas, for use by Radio Astronomy. That portion of the land not utilized by Radio Astronomy has been sub-leased for grazing purposes.

The proposed lease agreement with the new owners, Osborn Barrett Petroleum, Inc., is for that part of the ranch currently used for the Radio Astronomy project and will provide for further expansion if needed. This represents a substantial reduction in the net cost to U. T. Austin.

*Proposed Lease Agreement set out on Pages L & I 24-34.

Additional Background Information by the Secretary

Below is a resolution which more or less gives details of the lease that was entered into beginning in September 1966 which lease provided for cancellation upon 90 days' written notice:

WHEREAS, The Board of Regents in an instrument dated September 9, 1966, leased from Lois Mitchell Thompson, et al (G. C. Mitchell Estate) 33,280 acres of land in Presidio County, Texas, for the Radio-Astronomy Program of the McDonald Observatory of The University of Texas at Austin;

July 9, 1976

WHEREAS, Among other things this lease provides for annual rental in the amount of \$30,000 for the five year term ending August 31, 1971, and provides that at the request of the lessors, the amount of the rental for the ensuing five year period shall be adjusted, taking into account the increase or decrease which had occurred since the start of the expiring five year term in-

- a. The value of the land exclusive of improvements; and
- b. The "price indices maintained by the U. S. Government";

WHEREAS, In accordance with this provision, the annual rental was increased on July 30, 1971, from \$30,000 to \$34,000 for the five year period beginning September 1, 1971;

WHEREAS, The University Staff has ascertained that values of comparable property had increased during the period 1971-1976 approximately 50% to \$75 per acre;

WHEREAS, Statistics indicate that the Consumer Price Index (all items) had increased substantially in excess of 23.5%; now, therefore, be it

RESOLVED, That approval be given to an agreement reached between the lessors and the Associate Deputy Chancellor for Investments, Trusts and Lands and the University Land Agent for another five years, with the first year (1976-77) at the same annual rental of \$34,000 and the other four years at an annual rental of \$44,000 beginning September 1, 1977.

A sublease for grazing with Gene West covering 32,930 acres of the total acreage of 33,280 acres was entered into beginning January 1, 1977, for a five year period. This sublease provided that if the lease agreement dated September 1966 was not renewed and extended, the sublease would terminate effective from and after the termination date set out in the 1966 lease agreement.

Proposed Lease

The Mitchell ranch has been sold to Osborn Barrett Petroleum, Inc., and the proposed lease with the new owners will be for only 389 acres out of the 33,280 acres for Radio-Astronomy of U. T. Austin at an annual rate of \$10,000 effective December 1, 1979. This lease will be renewable each year for a period not to exceed 35 years with an option to lease an additional ~~1,700~~ acres if needed for expansion of the radio telescope on this property.

1500

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for Months of August and September 1979. --In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of August and September 1979, was mailed on November 7, 1979, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this material have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

LEASE AGREEMENT

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

WHEREAS, by lease agreement dated September 9, 1966, LOIS MITCHELL THOMPSON, et al., as Lessor, did lease and let unto the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, as Lessee, approximately 33,280 acres in Block 8, GS&SA Railway Company Survey, Presidio County, Texas, for radio astronomy and scientific purposes, for a term of one (1) year commencing on September 1, 1966, and terminating on August 31, 1967, with the option to extend and renew said lease from year to year thereafter for a total period not to exceed fifty (50) years, to which lease agreement reference is here made for all purposes; and

WHEREAS, by warranty deed dated November 5th , 1979, and executed by LOIS MITCHELL THOMPSON, et al., OSBORN-BARRETT PETROELUM, INC. acquired legal title to the 33,280 acres of land above referred to, subject to the Board of Regents of The University of Texas System's lease agreement, and said deed is recorded in Vol. ? Page 1 of the Deed Records of Presidio County, Texas.

NOW, THEREFORE, OSBORN-BARRETT PETROLEUM, INC. and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, Austin, Texas, have mutually agreed that it is in the best interest of these parties that the above referred to surface lease agreement be amended, modified, and reformed as hereinafter provided:

LEASE AGREEMENT

This Lease Agreement is made and entered into this the 7th day of December, 1979, by and between OSBORN-BARRETT PETROLEUM, INC., "Lessor", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, "Lessee", and is as follows:

W I T N E S S E T H:

I.

LEASED PREMISES AND TERM OF LEASE

For and in consideration of the rentals and other considerations to be paid or granted by Lessee to Lessor, Lessor does hereby lease unto Lessee, for radio astronomy and scientific purposes, the 386.52 acres of land described hereinafter, and with the Lessee having the option to lease additional lands under the terms set forth in this Lease. The lease shall be for the period beginning on the 7th day of December, 1979, and terminating on the 6th day of December, 1980, and with the Lessee having the option to extend and renew said Lease from year to year thereafter by giving Lessor ninety (90) days' written notice prior to each anniversary date of its intention to extend such Lease for an additional one (1) year period but in no event to exceed a total of thirty-five (35) years.

II.

RENT AND OTHER CONSIDERATION

Lessee agrees to pay to Lessor, as rental, the annual sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per year in advance on or before the 7th day of December of each year during the thirty-five (35) year option term hereof, on the following described tracts of land in Presidio County, Texas, to-wit:

The five tracts totalling 386.52 acres are located with respect to a U. S. Geodetic Survey Station #1006 (MITCHELL) in Quad 301033 (TEXAS). This station is located 360 feet northeast of the northwest corner of the northeasternmost building of the C. T. Mitchell ranch headquarters. All track boundaries are barbed wire fences running either due north-south or due east-west.

TRACT 1: Starting 12370.0 feet south and 8231.3 feet west of Survey Station Mitchell, at the intersection of two fences and running east for 5299.0 feet, thence turning south and running 2640.0 feet, thence turning west and running 5299.0 feet, thence turning north and running 2640.0 feet to the starting point; said tract comprising 321.15 acres.

TRACT 2: Starting at a fence corner post located 8709.7 feet south and 6379.3 feet west of Survey Station Mitchell and running north for 400.0 feet thence turning east and running 1250.0 feet, thence turning south and running 400.0 feet, thence turning west and running 300.0 feet, thence turning south and running 100.0 feet, thence turning west and running 300.0 feet, thence turning north and running 100.0 feet, thence turning west and running 650.0 feet to the starting point; said tract comprising 12.17 acres.

TRACT 3: Starting at a fence corner post 18649.8 feet south and 6577.8 feet west of Survey Station Mitchell and running east 650 feet, thence turning north and running 100.0 feet, thence turning east and running 300.0 feet, thence turning south and running, 100.0 feet, thence turning east and running 300.0 feet, thence turning south and running 1250.0 feet, thence turning west and running 1250.0 feet, thence turning north and running 1250.0 feet to the starting point; said tract comprising 36.56 acres.

TRACT 4: Starting 13756.1 feet south and 11800.6 feet west of Survey Station Mitchell at a fence corner post and running 1450.0 feet east, thence turning south and running 250.0 feet, thence turning west and running 1450.0 feet, thence turning north and running 250.0 feet to the starting point; said tract comprising 8.32 acres.

TRACT 5: Starting 13756.8 feet south and 1157.7 feet west of Survey Station Mitchell at a fence corner post and running 1450.0 feet east thence turning south and running 250.0 feet, thence turning west and running 1450.0 feet, thence turning north and running 250.0 feet to the starting point; said tract comprising 8.32 acres.

And as further consideration for this Lease, Lessee does hereby relinquish the right to sublease the balance of the 33,280 acres of land above described in the warranty deed to OSBORN BARRETT PETROLEUM, INC., but does reserve the right to lease an additional 1,500 acres on the terms and conditions as hereinafter provided in section IV.

III.

TERMS AND CONDITIONS

The following terms and conditions as to the uses of the leased premises are hereby granted and expressly agreed to by Lessor and Lessee, and a violation thereof is expressly understood to be sufficient cause for cancellation of this Lease by Lessor, should Lessor so elect:

1. Lessee is hereby given the right and privilege of using and enjoying the surface of the above described 386.52 acre premises

for radio astronomy and scientific purposes, including the right and privilege of erecting and maintaining thereon all necessary and desirable appurtenances incidental to a radio telescope project, the right to erect, maintain, and use buildings and other structures, fixtures, equipment, or other improvements necessary or convenient for such purposes, together with the right to build roads, power and telephone lines, sewage disposal systems, and the right of ingress and egress to all installations located on the 386.52 acres of land above described and to any expansion of said radio telescope project as provided in section IV.

2. Lessee shall also have the right to drill and operate water wells thereon and to erect and maintain tanks for the proper storage of any such water so produced for the use thereof on the premises.

3. Lessee shall not commit or suffer to be committed waste upon said premises, and shall keep said premises and the improvements and equipment thereon in good order and repair and in clean, safe, and healthful condition, and shall comply with all state, federal, and local laws, rules, and regulations with regard to the use and conditions of the demised premises and improvements and equipment thereon.

4. The Lessee agrees that it will not authorize, permit, or condone any hunting, use, or possession of firearms, or any hunting weapon on the leased premises or those lands formerly known as the Crawford T. Mitchell Ranch, by any student, teacher, invitee, licensee, representative, agent, servant, or employee of Lessee, it being understood and agreed that all hunting rights on and from said property are reserved by Lessor. In this regard, Lessee recognizes its obligation to properly inform such persons entering the leased premises, as well as the contiguous land formally known as the Crawford T. Mitchell Ranch, under its auspices, of this covenant. Lessee will provide assistance in the prosecution of criminal and/or civil actions against those persons who violate the applicable laws of this state.

5. Lessee shall have the right at any time during the term of this Lease to remove all improvements and equipment owned or placed

by it on said premises as Lessee deems advisable so to do. At the termination of this Lease, Lessee shall promptly surrender the premises in substantially as good condition as when received, ordinary wear and tear and damage by fire or the elements and such improvements as may be left on the premises alone excepted, and will fill all excavations, level and restore the terrain to as nearly its present condition as is possible.

6. It is understood and agreed that this Lease is made subject to any and all outstanding easements or mineral leases covering the premises. All the oil, gas, and other minerals, together with all bonuses and rentals, including rock, sand, and gravel, are hereby reserved to Lessor; provided, that the Lessee may use as much of the rock, sand, and gravel thereof as may be reasonably necessary in connection with its operations on the leased premises.

7. It is contemplated that radio astronomy groups from other institutions may use the leased premises, and Lessor does hereby agree to such use by other groups.

8. Lessee shall furnish a designation and sketch of said land showing improvements located thereon and any other information concerning said land or Lease whenever requested so to do by Lessor.

9. Lessee shall have the right to terminate this Agreement at any time upon giving Lessor ninety (90) days' written notice prior to any anniversary date hereof of such termination.

10. Lessee shall have the right to restrict any type seismic operations within one-quarter mile of the radio telescope site and shall have the right to restrict construction of any type, including any power or pipe line subject to the agreements relative to fencing, as set out below, within one-quarter mile of said radio telescope site, and shall also have the right to restrict drilling operations within one-quarter mile of said site.

11. Lessee agrees that Lessor may have free use of any surplus water not needed for Lessee's use.

12. It is understood and agreed that Lessor shall have the right to declare this Agreement forfeited, cancelled, and terminated upon the breach by Lessee of any of the covenants, conditions, and agreements contained herein; it being provided, however, that Lessor shall give Lessee written notice of such intention to forfeit, cancel, and terminate this Agreement and the reasons therefor, and Lessee shall have thirty (30) days after receipt of such notice within which to rectify the breach or violation complained of.

13. Lessor agrees to use only electric fence pulsing units which have been approved by Lessee, and Lessee has found acceptable the Gallagher E-12 pulser (serial #14792) and other identical units.

14. Lessor agrees to install and maintain electric fences with due regard for reduction of radio frequency interference, as specified in the Gallagher manual.

15. Lessor agrees to not install electric fences within 700 feet around the existing radio telescope project.

16. Lessor agrees that Lessee may have the right to replace any electric fence with standard barbed wire fence at its expense. Lessor will be responsible for maintenance of such fence.

17. Lessor agrees to not install or operate equipment, machinery, or apparatus which intentionally or otherwise emit radio radiation at levels which interfere with and limit the sensitivity of current radio astronomy experiments, except with the agreement and approval of Lessee.

18. In the event that electrical equipment approved by Lessee is later found to interfere with a new or expanded radio astronomy experiment, Lessee may replace or modify such equipment at Lessee's expense, if said replacement provides Lessor with an equivalent function.

19. Lessor agrees that Lessee may install gates for ingress or egress on the Savory system fence at its expense.

20. Lessor agrees that, after written notice and subsequent written agreement, Lessee may have the use of any airfield or landing strip operated and maintained by Lessor.

21. Lessor also has the right, after approval of Lessee, to use any of the acreage leased to Lessee for a grass nursery so long as such use does not interfere with Lessee's use of the leased premises.

IV.

EXPANSION

Lessor and Lessee agree that the radio telescope project may be expanded to cover land, not, however, to exceed a total of 1,500 acres of land, upon the following terms and conditions:

1. All future expansion by Lessee must be subject to existing structures, except fences, which Lessee may replace at its own expense, but such fences shall be maintained by Lessor.
2. All fences constructed by Lessee must be built in accordance with the U. S. Soil Conservation Guidelines.
3. Lessor agrees that Lessee may install an additional twenty-five (25) electrical fields and twelve (12) antennae, not exceeding 1,500 acres in the aggregate, and interconnect these new fields and antennae with the existing fields located on the 386.52 acres above described. In the event above ground electrical lines are used to interconnect the new fields with the existing fields, then Lessee agrees to pay to Lessor damages based on the University Damages Schedule used by the Lessee on its Permanent University Lands.
4. Lessor and Lessee agree that the first expansion will entail twelve (12) antennae designed by Lessee and placed at locations selected by Lessee. Lessor agrees to pay to Lessor an annual rental of \$25.00 per acre for each antennae location, with a minimum of eight (8) acres for each antennae location. This annual rental will be paid to Lessor during the life of the Lease.

Additional Expansion

5. Lessor and Lessee agree that any additional expansion other than the antennae described in number 4 above shall be limited to an additional twenty-five (25) fields. Lessee agrees to pay to Lessor annually the sum of \$25.00 per acre for such additional expansion locations.

Lessee agrees that five (5) years after the addition of any of the twenty-five (25) fields referred to above Lessee will pay an annual rental sum based on 17% of the appraised value of the land so used, excluding improvements.

Should the parties hereto not be able to agree upon the rental rate to be charged during any such subsequent five (5) year period, then such rental rate shall be determined by arbitration in the following manner:

The Lessor shall, by instrument in writing, appoint a representative, a copy of which appointment shall be mailed or delivered to the Lessee, and the Lessee shall within five (5) days thereafter, in writing, appoint another representative, a copy of which appointment shall be mailed or delivered to the Lessor, and such two (2) representatives, within five (5) days thereafter, shall, in writing, appoint a third representative, a copy of which appointment shall be mailed or delivered both to the Lessor and the Lessee, and said three (3) representatives, or any two (2) of them, shall within thirty (30) days thereafter, make a determination of the rental rate to be charged during such succeeding five (5) year period and deliver a written copy of such determination to both the Lessor and the Lessee, and such determination so made shall be binding and conclusive upon the parties hereto as to the annual rental rate to be charged for such succeeding five (5) year period. The cost of such appraisal shall be shared equally by Lessor and Lessee.

V.

TERMINATION

It is understood and agreed that Lessor shall have the right to declare this Agreement forfeited, cancelled, and terminated upon

the failure by Lessee to pay any of the annual rental due; it being provided, however, that Lessor shall give Lessee written notice of such intention for forfeit, cancel, and terminate this Agreement, and Lessee shall have thirty (30) days after receipt of such notice within which to pay all rents due.

VI.

INDEMNIFICATION

The Lessee agrees, only insofar as it is authorized by law so to do, to indemnify and hold Lessor harmless from and against the claims of all persons whomsoever for personal injury, including injury resulting in death, and for damage to property, which results directly or indirectly from the use by the Lessee of the leased premises.

VII.

ADDRESS

All written notices required shall be in writing made by certified or registered mail, postage prepaid, with return receipt requested, to the parties at their following addresses or to such other addresses as may be described in a notice from one party to the other, to-wit:

LESSOR: Osborn-Barrett Petroleum, Inc.
c/o Mark Barrett
Crown Tower, 410 at Broadway
P. O. Box 17968
San Antonio, Texas 78286

LESSEE: James Colvin
Vice President for Business Affairs
The University of Texas
Main Building, Room 112
Austin, Texas 78712

EXECUTED by the parties on the respective dates shown below,
and effective the 7th day of December, 1979.

OSBORN-BARRETT PETROLEUM, INC

BY: MARK BARRETT, President

LESSOR

Dated: _____, 1979

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

LESSEE

Dated: _____, 1979

Approved as to Form:

Frederick Shivers
University Attorney

Approved as to Content:

Joe E. Boyd, Jr.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared MARK BARRETT, President of Osborn-Barrett Petroleum, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1979.

Notary Public in and for
Bexar County, Texas

My commission expires:

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 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 therein stated, and as the act and deed of the Board of Regents of The University of Texas System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1979.

Notary Public in and for
Dallas County, Texas

My commission expires:

The lessee hereby agrees not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Board of Regents of The University of Texas System first had and obtained.

The lessee hereby agrees that during the primary term of this lease lessee shall not assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Board of Regents of The University of Texas System first had and obtained.

Betty Anne
The specific language
of the clause to be
included in any lease
of the Frank B Cotton
estate properties
is set forth above
Jaw

LAND AND INVESTMENT COMMITTEE

EMERGENCY ITEM

December 7, 1979

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B. Real Estate Matters

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

Below

Documentation

B. Real Estate Matters

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

RECOMMENDATION

President Templeton and Chancellor Walker recommend that the Board of Regents authorize an amendment to the previously approved conditions for advertising for sealed bids for oil and gas leases on Frank B. Cotton Estate properties located in Hudspeth, County, Texas, by extending the term of the leases from three to five years.

BACKGROUND INFORMATION

The Board of Regents approved the advertisement for sealed bids for oil and gas leases on land in Hudspeth County on October 12, 1979, with a provision for the term of the lease to be a period of three years.

After the notice of the Oil and Gas Lease Sale was distributed, the Border Exploration Company requested a meeting to discuss the problem to that company with a term of three years. Subsequently, Border Exploration Company submitted a letter that reads in part as follows:

"The lands are located approximately 150 miles from any significant production and are in a geologic province which has not had any petroleum drilling activity. We are presently trying to explore one of the last unexplored regions in our State and we believe that a time period in excess of three years is not only desirable but critically necessary to properly evaluate the Frank B. Cotton Estate lands. We and other companies are

presently conducting initial seismic operations in the area which will be of importance to us in evaluating the property for bidding purposes; however, subsequent to such activity it is reasonable to assume that much more work will have to be done prior to committing to the expense of a wildcat that could conceivably need to be drilled to at least 20,000 feet to fully examine the productive capabilities of the province. As you are aware, we will encounter very significant terrain and geodetic problems in this area which regardless of our desires will extend the period of time it will take us to accomplish our objectives. It could reasonably take several years just to evaluate the prospective areas prior to drilling and if the leases are only for a primary term of three years we do not see how we could expect to benefit from the time and effort we would have expended since we would be faced with very significant and probably unmanageable expiration problems. If the leases are to be for a primary term of three years, we are quite concerned about our ability to justify a sizeable commitment of time and money when the probability of fully benefitting from the expenditure of same is severely restricted."

Committee of the Whole

COMMITTEE OF THE WHOLE
Presiding: Chairman Williams

Date: December 7, 1979
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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B. U. T. SYSTEM

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Regents' Rules and Regulations, Part One, Chapter III, Section 1.8 (Academic Titles). --

RECOMMENDATION

Chancellor Walker recommends approval of the following addition to Chapter III Section 1.8, Part One of the Regents' Rules and Regulations. The addition is underlined.

(h) In the health components, 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.

This change has the approval of the Council of Health Institutions. It will permit greater use of these titles in the Schools of Nursing and Allied Health since their faculty may not be involved in direct patient care but may perform services in the clinical setting.

2. Bond Matters: Recommendation to (a) Issue and Sell Board of Regents of The University of Texas System, The University of Texas at Arlington Combined Fee Revenue Bonds, Series 1980; (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 Bonds and Other Miscellaneous Costs. --

RECOMMENDATION

President Nedderman and Chancellor Walker recommend that approximately \$5,500,000 U. T. Arlington Combined Fee Revenue Bonds, Series 1980, be issued.

It is further recommended that the firm of McCall, Parkhurst & Horton be appointed Bond Counsel and the firm of Russ Securities as Bond Consultant, and that the Office of Investments and Trusts be authorized to take competitive bids for the bonds, paying agency and printing of bonds with bids submitted to the Board of Regents at a subsequent meeting and that an account be established on the books of U. T. Arlington out of bond proceeds in the approximate amount of \$35,000 to pay fees of Bond Counsel, Bond Consultant, printing of bonds and other miscellaneous costs.

BACKGROUND INFORMATION

Proceeds from the sale of bonds are to be used to pay a part of the construction cost for the Nursing School Building. Revenues derived from an increase in the General Fee from \$5 to \$6 per semester credit hours will cover the debt service requirements on these bonds. A separate agenda item is to be considered authorizing the increase in the General Fee.

(See Page A&D - 4).

3. Recommendation for Defeating The University of Texas Medical Branch Dormitory Revenue Bonds, Series 1955, Due 1980/94 Naming Bond Counsel and Escrow Agent, and Transfer of Funds from Auxiliary Enterprises. --

Recommendation

President Levin and Chancellor Walker recommend defeasance of \$1,345,000 par value of U. T. Medical Branch Dormitory Revenue Bonds by placing sufficient collateral in escrow to meet semiannual debt service requirements. It is further recommended that the firm of McCall, Parkhurst and Horton of Dallas, Texas, be named Bond Counsel and The First Hutchings-Sealy National Bank of Galveston, Texas, Escrow Agent, and that transfer of \$150,000 from the Dormitory and Apartment account and up to \$200,000 from Cafeteria Operations be authorized.

Background Information

The estimated market value of the reserve of \$625,000 for the U. T. Medical Branch Dormitory Bonds, Series 1955, combined with a transfer of \$300,000 to \$350,000 from the Medical Branch Auxiliary Enterprise accounts named above will allow purchase of U. S. Government Obligations in an amount which will provide income and principal maturities sufficient to meet annual debt service requirements on the outstanding Dormitory Revenue bonds and to pay the fees of Bond Counsel and the Escrow Agent and result in significant savings to the Medical Branch. The First Hutchings-Sealy National Bank is Paying Agent on the U. T. Galveston Dormitory Revenue Bonds and would therefore be the logical Escrow Agent. Defeasance of the bonds voids all restrictions in the Bond Resolution including those as to use of the land and dormitory buildings.

B. U. T. SYSTEM

4. Proposed 1980-81 Budget Policies and Limitations. --

PROPOSED

1980-81 BUDGET POLICIES AND LIMITATIONS

for General Operating Budgets,
Auxiliary Enterprises, Contract
Areas, Current Restricted Funds,
and Service and Revolving Fund
Activities.

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Over-all budget totals, including reasonable reserves, must be limited to the funds available for the year from:
 - a. General Revenue Appropriations,
 - b. Estimates of Local Income, and
 - c. Limited use of Institutional Unappropriated Balances.
2. The recommendations for salary increases for both teaching and non-teaching personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article IV, Section 22, of H.B. 558 reads as follows:

Sec. 22. This section shall apply to those agencies of higher education not covered by Section 1, Article V, of

this Act. Funds are provided in the appropriations made to those agencies covered by this section in sufficient amounts to permit annual salary increases of 5.1% in fiscal 1980 and 5.1% in fiscal 1981. Such increases shall be granted to all employees making less than \$15,000 annually as of August, 1980, and may be granted to employees making \$15,000 or more as of August, 1980. It is expressly provided that institutional administrators may grant merit salary increases to employees whose job performance and productivity is consistently above that normally expected or required.

3. Total salary increases in the budget cannot exceed Federal Guidelines for salary increases.
4. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be the basis of teaching effectiveness, research, and public service. This policy relating to faculty salary increases applies to all fund sources.
5. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work load.
6. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least six months as of August 31, 1980.
7. New classified positions are to be requested only where increased work load justifies.
8. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed amounts currently budgeted except as related to increased work load, to inflation, to new programs, or to newly developing institutions.
9. Travel funds are to be shown as separate line items.
10. All requests for Special Equipment must be supported with detailed descriptions and justifications.
11. For U. T. Austin, the base budget is to be drafted excluding utilization of the Available University Fund.

1980-81 OPERATING BUDGET CALENDAR

December 7, 1979	Board Approval of Policies
March 17, 1980	Four Draft Copies of budgets due to System Administration (including supplemental data)
April 14, 1980	Budget Hearings with System Administration
May 14, 1980	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
June, 1980	Budgets mailed to Board of Regents
July 11, 1980	Regents' Budget Meeting

5. Proposed Revision of Budget Rules and Procedures for 1979-80. --

Recommendation

Chancellor Walker recommends that the Board of Regents approve an amendment to item 14 of the Budget Rules and Procedures for the Operating Budget for 1979-80.

14. Credits for Sales and Services should be reported as General Budget Income. Such Credits for Sales and Services are not automatic to departmental appropriations. (~~Established Revolving-Funds-are-exceptions-to-this-general-rule-~~) For Auxiliary Enterprises and for Service Departments and Revolving Funds increases in budgeted appropriations from income will be reported through established docket procedure.

Background Information

The rule to be amended was approved by the Board of Regents at the meeting of July 26, 1979. Due to the procedures and policies recommended by the State Auditor and certain other State agencies whereby institutions are encouraged and/or directed to make more minute cost allocations to auxiliary enterprise activities, it is necessary periodically to increase the level of spending for these auxiliary enterprises from the income produced by the activity. Previous increases of this nature have been routed as interim items through the System Administration Committee.

(The Budget Rules and Procedures are commonly known as "the pink sheets" at the front of each of the annual budgets.)

C. U. T. AUSTIN

6. Request to Identify and Commission a Professional Historian to Prepare a Definitive Scholarly History of The University of Texas at Austin. --

RECOMMENDATION

President Flawn with Chancellor Walker's concurrence requests authorization to identify and commission a distinguished professional historian to prepare a definitive scholarly history of The University of Texas at Austin in preparation for the Centennial observance in 1983. The final selection of an author, and terms of the commission will be submitted at a subsequent Board of Regents' meeting for approval.

BACKGROUND INFORMATION

Before his untimely death in April 1976, Chancellor Emeritus Harry Ransom, under special assignment by the Board of Regents, had been working on a pictorial history of The University since its opening in 1883. That project is now being completed by Dr. Margaret Berry and should be available in time for the beginning of the Centennial observance in 1981. Dr. Ransom also failed to realize his intentions to publish a scholarly history of The University. President Flawn would now like to revive this plan with the intent of having such a definitive history available in time for the Centennial observance as a companion to the pictorial history.

President Flawn requests approval of the concept in order that he may proceed to identify and commission a distinguished professional historian subject to subsequent Board approval..

D. UNIVERSITY CANCER CENTER

7. Recommendation to Approve Patent Provision in Proposed Agreement with Johnson & Johnson (Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4). --

RECOMMENDATION

It is recommended by President LeMaistre and Chancellor Walker that approval be given to the patent provision in the proposed agreement between The University of Texas System Cancer Center and Johnson & Johnson for the evaluation of an ultrasound imaging system, in which proposal the University Cancer Center waives any patent rights developed during the evaluation period of one year. A copy of the agreement, if executed, will be reported in the Chancellor's Docket at a subsequent meeting.

BACKGROUND INFORMATION

The institutional patent committee and the Office of General Counsel have reviewed and approved the patent provision of the proposed agreement and found the provision consistent with the Regents' Rules and Regulations, Part Two, Chapter V, Section 2.4.

II. DEVELOPMENT MATTERS

A. U. T. AUSTIN

1. Development Board: Acceptance of Membership. --
On October 12, 1979, Mr. Robert L. Parker, Sr., of Tulsa, Oklahoma was approved for membership on the Development Board of The University of Texas at Austin for a term to expire on August 31, 1982. Mr. Parker's acceptance of the membership is herewith reported for the record.
2. College of Engineering Foundation Advisory Council: Acceptance of Membership. --On October 12, 1979, Mr. Alex H. Massad of New York City was approved for membership on the College of Engineering Foundation Advisory Council of The University of Texas at Austin for a term to expire on August 31, 1982. Mr. Massad's acceptance of the membership is herewith reported for the record.

B. INSTITUTE OF TEXAN CULTURES

3. Development Board: Acceptance of Membership. --
On October 12, 1979, Mr. Joe Belden of Dallas and Mr. Herman Pressler of Houston were approved for membership on the Development Board of The University of Texas Institute of Texan Cultures at San Antonio for terms to expire in 1981. Their acceptances of membership are herewith reported for the record.
4. Development Board: Proposed Nominee Thereto (NO PUBLICITY). --

Recommendation

Executive Director Maguire and Chancellor Walker recommend that Mr. Jack Blanton, President of Scurlock Oil, Houston, Texas, be approved as a nominee to The University of Texas Institute of Texan Cultures at San Antonio Development Board for a term to expire August 31, 1981. This nomination is to fill one of three unfilled terms which expire on this Development Board on August 31, 1981.

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.

III. REPORT FROM SECRETARY

REPORT ON DEGREE PROGRAMS AND ACADEMIC REQUESTS SUBMITTED TO AND APPROVED BY THE COORDINATING BOARD DURING 1978-79: (1) DEGREE PROGRAMS AND ORGANIZATIONAL CHANGES AND (2) NAME CHANGES. --In order that the permanent record will accurately reflect those degree programs and academic requests submitted to and approved by the Coordinating Board, Texas College and University System since the last report on October 20, 1978, Secretary Thedford reports (1) those degree programs and organizational changes approved by the Coordinating Board for implementation and (2) name changes approved by the Board of Regents and the Coordinating Board:

	<u>Implementation</u>
1. <u>Degree Programs and Organizational Changes</u> <u>Approved by Coordinating Board for Implementation</u>	
<u>U. T. Arlington</u>	
M. A. in Criminal Justice	1979
Reorganization of College of Business Administration by Dividing Department of Business Administration into Four Departments (Department of Finance, Real Estate, Insurance and Law; Department of Management; Department of Marketing; and Department of System Analysis)	1979
Abolish Department of Education in College of Liberal Arts and Create a Center for Professional Teacher Education	1979
<u>U. T. Austin</u>	
New Teacher Certificate Program, Teachers of Young Children, in College of Education	1979
Joint Program by School of Law and Graduate School of Business Leading to Doctor of Jurisprudence and Master of Business Administration Degree	1979
Combine College of Humanities, College of Social and Behavioral Sciences and Division of General and Comparative Studies into Single College of Liberal Arts*	1979
<u>U.T. El Paso</u>	
Master of Public Administration	1979
Bachelor of Arts Degree with Major in Social Work	1979
Transfer Supervision of Allied Health Program from College of Science to College of Nursing	1979

*Commissioner Ashworth verbally approved in conversation with President Rogers, indicating no further action by institution or approval by Coordinating Board was necessary.

Implementation

San Antonio Health Science Center

Master of Arts Degree Changed to Master of
Science Degree in Biomedical Science
Graduate Program 1979

Postdoctoral Certificate and Master of Science
Degree Program in Dental Diagnostic Sciences 1979

2. Name Changes Approved by the Board of Regents
and the Coordinating Board

U.T. Austin

Change Name of School of Communication
to College of Communication 1979

U.T. El Paso

Change Name of Department of Mathematics,
College of Science, to Department of
Mathematical Sciences, College of Science 1979

U.T. San Antonio

Change Names of Two Concentrations under
Bachelor of Business Administration Degree
in College of Business: Marketing Management
to Marketing, and Personnel Management to
Personnel/Human Resources 1979

Dallas Health Science Center

(Dallas Southwestern Medical School)

Change Name of Department of Biophysics to
Department of Biophysics and Molecular Genetics 1979

Redesignate Department of Environmental
Community Health as Department of Family Practice
and Community Medicine 1979

San Antonio Health Science Center

Change Name of Department of Oral Surgery to
Department of Oral and Maxillofacial Surgery 1979

IV. 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

February 28-29, 1980, to be held at U. T. Arlington
 May 8-9, 1980, to be held in Houston
 July 10-11, 1980, to be held in Austin

Holidays
(1979)

December 24-26
 December 31

(1980)

January 1
 February 18
 April 4 (one-half day)
 May 26
 June 19
 July 4

Other Events

Jan. 26, 1980 Meeting of Galveston
 Medical Branch
 Development Board

March 27-29 1980 Galveston
 Medical Branch
 Homecoming
 (Tentatively
 Scheduled)

1979

DECEMBER
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1980

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MARCH							SEPTEMBER										
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APRIL							OCTOBER										
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MAY							NOVEMBER						
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JUNE							DECEMBER											
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29	30																	

NOTE: JANUARY 25, 1980, IS THE DEADLINE FOR RECEIPT BY SYSTEM ADMINISTRATION OF AGENDA ITEMS AND THE DOCUMENTATION THEREFOR.

Committee of the Whole
Executive Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes,
Article 6252-17, Sections 2(e), (f) and (g)

Date: December 7, 1979

Time: Following the Open Session of the Committee of the Whole

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

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes,
Article 6252-17, Sections 2(e), (f) and (g)

Date: December 7, 1979
Time: Following the Open Session of the Committee of the Whole
Place: Regents' Committee Room, Ninth Floor, Ashbel Smith Hall,
Austin, Texas

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1. Pending or Contemplated Litigation - Section 2(e). --
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts - Section 2(f). --
 - a. U. T. Austin: Recommendation to Accept Approximately 1.65 Acres at Port O'Connor, Texas, with Certain Encumbrances. --

Background Information

The Board of Regents at the meeting of July 26, 1979, accepted a tender offer of an undivided 76% interest in 1.65 acres of land in Port O'Connor, Texas, improved with concrete dock and boat slip subject to the satisfactory resolution of certain encumbrances and title questions to establish a Fund for Alternative Energy Research and Development for the Department of Geological Sciences at U. T. Austin. This gift was made by an anonymous donor.

The encumbrances against the property when accepted by the Board of Regents at the July 26, 1979, meeting were as follows, including changes made to date.

1. An agreement involving the sale of oil and gas wells and drilling rights the donor owned in Matagorda Bay included a provision that the purchaser would be allowed use of one-half of the docking facility for as long as the wells are productive.

This encumbrance has not been removed and the possibility of its removal appears doubtful, however, this right of usage of dock facilities by Weeks Oil Company applies to only one-half of the approximately 1.65 acres of dock facilities.

2. There was an error in the metes and bounds description in the deed relative to the land being tendered to the Board of Regents.

The error in the deed has been resolved and the Board of Regents will receive a title policy.

3. Twenty-four percent (24%) of the ownership is held by two other parties.

This encumbrance has not been removed, however, some members of the Geology Foundation Advisory Council feel that there is a reasonable chance that the two existing holders of the 24% interest in the property could be persuaded to donate their interest to the Board of Regents upon its formal acceptance of the property.

Recommendation

President Flawn and Chancellor Walker recommend that the Board of Regents approve acceptance of this property with the remaining encumbrances outlined above.

- b. U. T. San Antonio and Institute of Texan Cultures: Authorization to Submit a Proposal to the City of San Antonio for Acquisition of Property in the Hemisfair Area. --

RECOMMENDATION

President Wagener, Executive Director Maguire and Chancellor Walker recommend that the Board of Regents authorize the submission of a proposal for acquisition of property in the Hemisfair area for programs for U. T. San Antonio and to provide additional parking facilities for the Institute of Texan Cultures.

BACKGROUND INFORMATION

The City of San Antonio is requesting proposals for the redevelopment of approximately 34 acres in Downtown San Antonio at the site of the 1968 World's Fair (Hemisfair).

At the present time the Continuing Education Program of U. T. San Antonio is housed in buildings in the Hemisfair area that are rented at a nominal fee. These buildings may be torn down or relocated outside the Hemisfair area. At least one proposal to be submitted to the City of San Antonio will designate an area for educational functions. This will include the area occupied by the Institute of Texan Cultures. It will indicate an area for U. T. San Antonio and area for museums.

It is extremely important for U. T. San Antonio to continue to conduct Continuing Education Programs in Downtown San Antonio rather than on campus. Additional parking is needed for the Institute of Texan Cultures.

If the proposal submitted is favorably considered by the City of San Antonio, the actual acquisition of any property will be placed on the agenda for a future Board meeting for consideration. Acquisition of such property will also require approval of the Coordinating Board.

- c. Galveston Medical Branch, Houston Health Science Center and University Cancer Center: Negotiated Contract Relating to Central Food Service Facility. --

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

- a. U. T. Austin: (a) Request to Appoint Dr. Decherd Turner Director of the Humanities Research Center and (b) Proposed Exception to Regents' Rules and Regulations, Part One, Chapter III, Sections 1.81 and 1.87 to Bestow Title "University Professor" upon Dr. Turner. --

RECOMMENDATION

President Flawn and Chancellor Walker recommend the following:

- (a) that Dr. Decherd Turner be appointed as the Director of the Humanities Research Center, effective June 1, 1980; and
- (b) that an exception be made to the Regents' Rules and Regulations in all cases where necessary in order to allow the bestowal of the title "University Professor" with tenure upon Dr. Turner.

BACKGROUND INFORMATION

Section 1.87 of Part One, Chapter III, of the Regents' Rules and Regulations prohibits the use of the title "University Professor." The exception is being requested since the position of Director of the Humanities Research Center at U.T. Austin is unique within the University. The Director has wide ranging academic responsibilities that go beyond a single department, school, or college. Moreover, the duties of the position require collaboration and communication with educational institutions throughout the state and a variety of sources for the Humanities Research Center's acquisitions. Upon Regental approval, Dr. Turner would be assigned to the Office of the President, in accordance with the provisions of Part One, Chapter III, Section 1.87 of the Regents' Rules and Regulations.

Section 1.81 lists the only academic titles that may be used for those holding tenure.

Dr. Turner is currently the Director of the Bridwell Library at Southern Methodist University.

For your information, the Secretary includes Sections 1.81 and 1.87 of Chapter III, Part One of the Regents' Rules and Regulations. (Pages 4 & 5)

Regents' Rules and Regulations, Part One
Chapter III, Section 1.81

- 1.81 Except for the title Regental Professor, the only titles to be used henceforth in which faculty members may hold tenure are as follows:
- (a) Professor
 - (b) Associate Professor
 - (c) Assistant Professor

Regents' Rules and Regulations, Part One
Chapter III, Section 1.87

- " 1.87 The following titles, which have been used in the past, shall not be used in the future:
- (a) System Professor
 - (b) University Professor
 - (c) Research Professor. Positions for which this title was used in the past should carry the title of Research Scientist or Research Associate or other appropriate title except in the health units as outlined in Section 1.83(g).
 - (d) Guest Professor. In the future Visiting Professor should be used in lieu of this title.

Although persons may not in the future be appointed to any of the above four titles, this provision does not require that such titles be removed from persons currently holding them, provided, however, that present System Professors must be assigned to specific departments in specific institutions for purposes of determining accountability for their time, and present University Professors must be assigned to specific departments at their institutions for purposes of determining accountability for their time. "

- b. University Cancer Center: Consideration of Report of Hearing Tribunal Regarding Termination of Faculty Member. --

Meeting of the Board

(continued)

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

Date: December 7, 1979

Time: Following Completion of All Committee Meetings

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

A. - I. (Pages B of R 1 - 4)

J. RECONVENE

K. REPORTS OF STANDING COMMITTEES

1. System Administration Committee
by Committee Chairman Sterling
2. Academic and Developmental Affairs Committee
by Committee Chairman (Mrs.) Blumberg
3. Buildings and Grounds Committee
by Committee Chairman Law
4. Health Affairs Committee
by Committee Chairman Fly
5. Land and Investment Committee
by Committee Chairman Hay

L. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

M. REPORTS OF SPECIAL COMMITTEES, IF ANY

N. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Williams

O. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE
SESSION OF THE COMMITTEE OF THE WHOLE.--Chairman
Williams will report 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) and ask for action thereon, if any:

1. Pending and/or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
3. Personnel Matters [Section 2(g)] Relating to Appointment,
Employment, Evaluation, Assignment, Duties, Discipline,
or Dismissal of Officers or Employees

P. OTHER MATTERS

Chairman's Statement Regarding Construction of
Multipurpose Deep Water Port and Crude Oil
Distribution System at Galveston, Texas

Q. ADJOURNMENT

(17)

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM

Next meeting

October 23, 1979

BILLY ANNE THELFORD, SECRETARY
500 N
AUSTIN, TEXAS 78712

Mrs. Reuben Adams, Chairman
Texas Heritage Council
Texas Historical Foundation
P. O. Box 12243, Capitol Station
Austin, Texas 78711

Dear Mrs. Adams:

I today received the Resolution from the Texas Heritage Council as it was addressed to the Chairman of the Board of Regents of The University of Texas System.

On behalf of the Chairman and the Board of Regents, please allow me to express to you sincere appreciation for your interest in the restoration of the Ashbel Smith Building (Old Red) at The University of Texas Medical Branch at Galveston.

I am today passing this Resolution on to Chairman Williams.

Sincerely yours,

T:mg

Xc: Chairman Dan C. Williams

P.S. -- Mr. Chairman, it is likely that you will want to report this Resolution to the Board of Regents at its next meeting. I made a copy but actually the original Resolution should be made a part of the files in this office.

R E S O L U T I O N

WHEREAS, the Ashbel Smith Building, known as "Old Red", is one of the most historically and architecturally significant buildings in Texas; and,

WHEREAS, it housed the entire University of Texas Medical School after its completion in 1891 and is a vital part of the University's heritage; and,

WHEREAS, it is the oldest medical school building still standing west of the Mississippi; and,

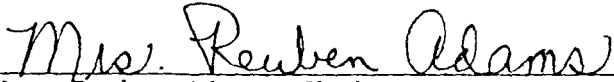
WHEREAS, it was designed by Nicholas Clayton, Texas' first professional architect, and remains an outstanding example of the Romanesque Revival style; and,

WHEREAS, in recent years it has become a victim of neglect which threatens it as much as deliberate demolition; and,

WHEREAS, its restoration would preserve a major link with Texas' past as well as filling urgent space needs at the Medical Branch,

NOW, THEREFORE, BE IT RESOLVED that the Texas Heritage Council urgently encourages the Board of Regents of the University of Texas to utilize its Permanent Fund bonding capacity and Available Funds to rehabilitate the Ashbel Smith Building in Galveston by restoring the interior for active use as part of the University of Texas Medical Branch and by restoring the exterior to its 1891 Clayton-designed appearance.

DONE at Dallas, this 12th day of July, A. D., 1979.


Mrs. Reuben Adams, Chairman
Texas Heritage Council



BOARD OF REGENTS' STATEMENT RE CONSTRUCTION OF MULTI-PURPOSE DEEP WATER PORT AND CRUDE OIL DISTRIBUTION SYSTEM AT GALVESTON, TEXAS. --I should like to ask the Secretary to incorporate in the Minutes of this meeting the statement set out in the following letter, a copy of which was sent to each member of the Board. The question of the Board's position on the construction of this port was not on the Agenda of the last meeting; hence the Regents did not have an opportunity as a group to submit an opinion to the Corps of Engineers by the deadline date of November 5 or November 6 for receiving public comments.

In view of the impending November 5 or November 6 meeting of the Corps of Engineers and of the many calls from individuals on both sides of the question, I acted (under Regents' Rules and Regulations, Part One, Chapter I, Section 8.7) to clear the statement set forth:



Board of Regents

THE UNIVERSITY OF TEXAS SYSTEM

DAN C. WILLIAMS
CHAIRMAN

P. O. BOX 61208
DALLAS, TEXAS 75261

October 31, 1979

Colonel James M. Sigler
Department of the Army
Galveston District Corps of Engineers
P. O. Box 1229
Galveston, Texas 77553

Dear Colonel Sigler:

The Board of Regents of the University of Texas System does not approve or disapprove the application for a permit to construct the multi-purpose Deepwater Port and Crude Oil Distribution System at Galveston, Texas.

The Board of Regents believes this proposition to be a matter for a decision by the citizens of Galveston. However, the Board urges the proper authorities and the Board of Trustees of the Galveston wharves and the Pelican Island Terminal Corporation, as owners of the proposed facility, to give top priority to the safety and health of the University of Texas Medical Branch patients, students and employees and not subject them and the school facilities to unreasonable risk of exposure to cata-

strophic incidents and other hazards which might be associated with or resulting from the construction, maintenance and operation of the proposed installation.

Yours truly,

A handwritten signature in black ink, appearing to read "Dan C. Williams". The signature is written in a cursive style with a large, prominent initial "D".

Dan C. Williams
Chairman

DCW:ps

cc: Members of the Board of Regents
Mr. E. D. Walker, Chancellor
Dr. William C. Levin, President
University of Texas Medical Branch at Galveston