

MINUTES OF THE MEETING OF THE  
REGENTS OF THE UNIVERSITY OF OKLAHOMA  
Saturday, February 14, 1948, 1:00 p.m.

At the time set for the regular monthly meeting of the Board of Regents to be held in the office of the president of the University at Norman, on the eleventh day of February, 1948, there were present Regents Deacon, Benedum, and White. Other members were absent due to inclement weather and dangerous roads.

Since no quorum was present, the meeting was adjourned to Saturday, February 14, 1948, at 1:00 p.m. The following members were present: Regent Deacon, vice president, presiding in the absence of Regent Noble; Regents Benedum, White, and Shepler.

The minutes of the regular meeting held on January 14, 1948, were approved.

The minutes of the special meeting held on January 21, 1948, were approved.

The minutes of the special meeting held on January 29, 1948, were approved.

The matter of the purchase of land for the Southern Oklahoma Hospital was to have been discussed by Regent Noble, but since he was unable to attend the meeting he wrote to President Cross under date of February 12, with carbon copies to all members of the Board as follows:

"You will further find enclosed a letter from J. Walker Field, Assistant Attorney General, addressed to State Senator Fred Chapman together with a letter from T. G. Sexton to Mr. Field. It is my feeling that an opinion should be requested from the Attorney General advising him it has been suggested to us that only six-sevenths of the title to the thirty acres of land in question which it was the intention of the Legislature should be purchased for the Southern Oklahoma Hospital can be voluntarily acquired and inquire from him whether we can legally acquire an undivided six-sevenths interest. Likewise, should we acquire the six-sevenths interest, we should ask what our further responsibility and procedure should be relative to the other one-seventh interest which it apparently was the intent of the Legislature we should acquire simultaneously.

"I gather from the Assistant Attorney General's opinion to Senator Chapman that we should probably likewise, following the request for the opinion, get a new or differently-styled allocation of funds from the State Regents for Higher Education."

Following a discussion, Regent Benedum moved, and it was voted to carry out the suggestions of Regent Noble as above stated, and that President Cross handle the matter.

President Cross reported on the enrolment for the second semester of the current school year. He stated there is a loss of approximately eight per cent which is lower than the normal loss of students for a second semester. The total enrolment is slightly less than 11,000.

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President Cross submitted the following recommendation with reference to the football coaching staff:

That Head Coach Charles B. Wilkinson, Professor of Physical Education for Men, Acting Director of Athletics, be paid \$11,000.00 during the year of 1948. The four-year contract entered into in 1947 provided for a salary of \$10,000.00 for each of the first two years, and \$11,000.00 the last two years of the contract. This recommendation would provide for an increase of \$1,000.00 for this year.

It was unanimously voted to approve the recommendation.

That the salary of William Fehring, Assistant Football Coach, Associate Professor of Physical Education for Men, be \$5,600.00, the same salary that he was paid last year. President Cross stated that Mr. Fehring would probably go to the University of California at the reported salary of \$8,500.00.

President Cross recommended, in the event Mr. Fehring does submit his resignation, that Walter Driskill be employed as Assistant Football Coach, at a salary of \$7,500.00. He stated Mr. Driskill would also have charge of ticket sales, coordinate intramural athletics, physical education for men, and intercollegiate athletics.

There was a discussion on this recommendation.

In view of two regents being hesitant on this appointment, President Cross withdrew his recommendation for the appointment of Mr. Driskill.

Recommended renewal of the contracts for one year for the following:

Gomer T. Jones, Assistant Football Coach, Associate Professor of Physical Education for Men, salary \$5,500.00.

Walter G. Hargesheimer, Assistant Football Coach, Associate Professor of Physical Education for Men, salary \$5,300.00.

William A. Jennings, Assistant Football Coach, Assistant Professor of Physical Education for Men, salary \$4,300.00. This is an increase of \$500.00.

It was unanimously voted, on motion by Regent White, to approved the above recommendations.

President Cross recommended, in case Mr. Fehring resigns, that he be authorized to fill the vacancy in the assistant coaching position, and that a maximum salary of \$6,000.00 be authorized, the appointment to be made contingent upon approval by the Regents at the next meeting.

The recommendation was approved on motion by Regent Benedum.

President Cross requested approval of the purchase of 1,250 reams of various kinds of Warren's printing paper from the Western

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Newspaper Union at a total cost of \$9,860.00 for use of the University Press. Bids have been received and it is important that the order be placed as soon as possible.

On motion by Regent Shepler, it was voted to authorize the purchase of paper as requested.

Mr. Cate was called to discuss various contracts in connection with construction contracts.

President Cross recommended that the officers of the Board of Regents be authorized to execute the contract for the construction of the animal quarters at the Medical School with J. W. Skaggs, Oklahoma City, whose bid was accepted at the January meeting of the Regents.

On motion by Regent White the President's recommendation was approved. A copy of the contract follows:

CONTRACT

THIS AGREEMENT, made and entered into this 14th day of January, 1948, by and between the Board of Regents of the University of Oklahoma, a body corporate under the name of Regents of the University of Oklahoma, as Party of First Part and hereinafter termed "Regents" and J. W. Skaggs of Oklahoma City, Oklahoma Party of Second Part, hereinafter termed in this AGREEMENT, the "Contractor".

WITNESSETH:

THAT WHEREAS, the Oklahoma State Regents for Higher Education have allotted the sum of Twenty-Two Thousand Six Hundred and no/100 Dollars (\$22,600.00) to the School of Medicine and Hospitals of the University of Oklahoma, at Oklahoma City, for the purpose of constructing and equipping an Animal Quarters Addition to the School of Medicine Building, said allotment of \$22,600.00 having been made from a consolidated appropriation made to the State Regents by Senate Bill No. 43 of the Twentieth Oklahoma Legislature, and

WHEREAS, the Regents have caused to be prepared plans, specifications and other contract documents for work herein described, and have approved and adopted these contract documents, and have also caused Invitations to Bid to be advertised as required by law, and have received sealed proposals for the furnishing of materials and labor for the said Animal Quarters Addition as outlined in the plans and specifications and in accordance with the terms of this contract; and

WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Regents in the manner and at the time specified, a sealed proposal, in accordance with the terms of this contract; and

WHEREAS, the Regents, in the manner prescribed by law, have publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass, have determined and declared the Party of the Second Part to be the lowest and best bidder for furnishing labor and material for the said Animal Quarters Addition and has duly awarded to the said Party of the Second Part a contract therefor, for the sum named in the proposal of Twenty-two Thousand, Six Hundred and No/100 Dollars (\$22,600.00)

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NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties to these presents, in consideration of the compensation to be paid to the Party of the Second Part and the mutual agreement herein contained, have agreed and hereby agree, each for itself, himself, or themselves, its, his or their successors and assigns, or its his or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall, in a good and first class workmanlike manner, and at his own cost and expense, furnish all of the materials and labor required to be furnished and to do all the work as shown on the plans and specifications. The work to be done covers the furnishing of all materials, labor and miscellaneous items necessary for the completion of the work, all as set forth in the Invitation to Bid, Instructions to Bidders, Proposal and Specifications, and which are made a part hereof, with the following additions and exceptions: NONE.

CONTRACT DOCUMENTS:

ARTICLE II. That it is expressly understood and agreed that the Instructions to Bidders, Proposal, Contract Stipulations and General and Detail Specifications hereto attached, are each and all included in this contract.

ARTICLE III. The work shall be done in full accordance with this contract the proposal and specifications which are made a part hereof.

SCOPE, NATURE AND INTENT OF CONTRACT AND SPECIFICATIONS:

ARTICLE IV. Should anything be omitted from the specifications which are intended to cover all work necessary to complete the Animal Quarters Addition in a first class workmanlike manner, then the Contractor shall secure written instructions from the Architect before proceeding with the work affected by such omissions or discrepancies. It is understood, and agreed, that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract and specifications.

DEFINITIONS:

ARTICLE V.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated in Article II, together with the contract bond.
2. "Regents" or "Purchaser" or "Party of the First Part" shall mean the Regents of the University of Oklahoma.
3. "Architect" shall mean Winkler and Reid, Oklahoma City, Oklahoma, a co-partnership which has been employed by the Regents for this work, or its duly authorized agents, and acting severally within the scope of the particular duties entrusted to it.
4. "Contractor" or "Party of the Second Part" shall mean the party entering into the contract for the performance of the work covered by the specifications; duly authorized agents or legal representatives.

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5. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which this contract, executed by the Contractor, is signed by the Regents.

DEFENSE OF SUITS:

ARTICLE VI. In case any action at law or suit in equity is brought against the Regents, or any of its officers, or agents, for or on account of the failure, omission or neglect of the Contractor, his employees, or agents to do and perform any of the things by this contract undertaken to be done or performed by said Contractor, his employees, or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor, his employees, or agents, the Contractor shall indemnify and save harmless the Regents, its officers and agents of and from all losses, cost, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

EXTRA WORK:

ARTICLE VII. The Contractor shall do any other work not herein otherwise provided for, which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered in writing by the Architect, or his authorized agents, with the approval of the Regents. For all such extra work, the Contractor shall be paid at a price agreed upon by all parties and contained in the written notice from the Architect to the Contractor authorizing such extra work. No extra work will be paid for unless specifically ordered as such in writing as aforesaid. No order for extra work, at any time or place, shall in any manner or to any extent relieve the Contractor of any of his obligations under this contract.

EXTRA WORK A PART OF CONTRACT:

ARTICLE VIII. If extra work orders are given in accordance with the provisions of this contract, such work will be considered a part hereof and subject to each and all of its terms and requirements.

LAWS AND ORDINANCES:

ARTICLE IX. The contractor shall keep himself fully informed of, and shall faithfully observe, all laws national and state and all ordinances and regulations affecting his responsibility to the Regents, regulating or controlling the materials supplied to or by them or affecting the rights of employees, and he shall protect and indemnify the Regents, its officers and agents against any claims or liability arising from or based on any violation thereof.

CLAIMS FOR LABOR AND MATERIALS:

ARTICLE X. The Contractor shall indemnify and save harmless the Regents for all claims for labor and materials furnished under this contract, and shall furnish the Regents with satisfactory evidence, when called for by it, that all persons, firms or corporations who have done work or furnished materials under this contract, for which the Regents may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in the case of such evidence is not furnished, an amount necessary or sufficient within the

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discretion of the Regents to meet the claims of persons, firms or corporations aforesaid, in addition to any other monies that are to be retained, as herein specified, from the money due the Contractor under this contract, shall be retained until the liabilities aforesaid shall be duly discharged or satisfactorily secured.

**BOND:**

ARTICLE XI. The bond executed by the Contractor, furnished to the Regents, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications and detailed plans; (b) for the payment of all sums due the Regents, or which may become due the Regents by the term of the contract, as well as by reason of any violation thereof by the Contractor; (c) for the payment of all bills including the hire, rental, or lease of equipment or machinery and the operators therefor, used on the work and the payment of all materials and for all labor which have been incorporated in, or used in connection with the fulfillment of the work set out in contract; (d) for all injury or damage to the Regents caused by wilful or negligent delays of the Contractor in the performance of this Contract.

**MONTHLY ESTIMATES AND PAYMENTS:**

ARTICLE XII. On or about the first day of each month, the Architect will make an approximate estimate of the value of the work done and materials furnished and delivered on the work during the previous calendar month. The Contractor shall furnish to the Architect such detailed information as he may request to aid him as a guide in the preparation of monthly estimates. Before any estimate is approved, the Contractor shall show proof for the payment of all labor and materials used up to, and including, the previous calendar month. After each such estimate shall have been approved by the Architect, the Regents shall pay to the Contractor eighty-five per cent (85%) of the amount of such estimated value of materials furnished and work done during the said previous calendar month.

**COMPLETION AND ACCEPTANCE OF WORK:**

ARTICLE XIII. On completion of the work, but prior to the acceptance thereof by the Regents, the Contractor shall furnish proof in documentary form that all claims liens or other obligations incurred by him in connection with the performance of the work have been properly paid and settled. This information shall be in affidavit form, bearing the authorization of the Surety Company, who is bonding the Contractor on this contract, to make final settlement.

The Architect, upon completion of the work, shall satisfy himself, by examination and test, that the work has been finally and fully completed in accordance with the plans and specifications and contract and report such completion to the Regents at which time the final estimate will be approved and paid by the Regents.

IN WITNESS WHEREOF, the Board of Regents of the University of Oklahoma, a body corporate under the name of Regents of the University of Oklahoma, and the contractor, Party of the Second Part, acting by its officers have hereunto set their hands and affixed their seals on this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

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ATTEST:

REGENTS OF THE UNIVERSITY OF OKLAHOMA

BY

Secretary

President

PARTY OF THE FIRST PART

(SEAL)

ATTEST:

J. W. Skaggs

BOND

By

PARTY OF THE SECOND PART

STATUTORY BOND

Item No. 3 in the agenda requested approval of a letter to be sent to Lee Higginson Corporation, Chicago; R. J. Edwards, Inc., Oklahoma City, and Associates, the purchasers of the Dormitory Bonds of 1948. Mr. Cate asked that instead of the letter a resolution covering the points covered in the letter be adopted, and President Cross recommended that the following resolution be adopted:

RESOLUTION

WHEREAS, the Regents of the University of Oklahoma on January 14, 1948, authorized the issuance of bonds in the principal amount of \$2,400,000 for the purpose of constructing, furnishing and equipping new dormitories and related facilities and to construct improvements and additions to the dormitories now known as Residence Halls and the Wilson Center and Sooner City Dormitory System, and

WHEREAS, the Resolution authorizing the issuance of the bonds provides that the new dormitories and the said existing dormitories constitute one dormitory system and that the net revenues of the entire system (as net revenues are defined in the Resolution and to the extent stated in the Resolution) are pledged to payment of the principal and interest of said bonds,

NOW THEREFORE, BE IT RESOLVED:

(1) That the Board of Regents of the University of Oklahoma hereby covenants and agrees to use the proceeds of the Regents of the University of Oklahoma \$2,400,000 Dormitory Bonds of 1948 in substantially the following manner:

|   |                       |
|---|-----------------------|
| New Dormitories and Dining Halls  | \$1,950,000.00        |
| Residence Halls, addition and improvements                                | 75,000.00             |
| Wilson Center and Sooner City Dormitory System additions and improvements | 100,000.00            |
| Reserve for Interest  | 240,000.00            |
| Contingencies   | 35,000.00             |
|   | <u>\$2,400,000.00</u> |

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The work on the Residence Halls is to include the construction of an addition to the kitchen, the remodeling of the kitchen and food-serving facilities, including installation of new kitchen equipment; the installation of asphalt tile floors and venetian blinds where not already provided; installation of ceramic tile in bathrooms; and the purchase of some new furnishings.

The work on the Wilson Center and Sooner City Dormitory System is to include the construction of storm shelter additions at side entrances of some dormitory buildings; completion of interior finish in some of the buildings by installation of finish flooring and plastering of structural tile walls; and the remodeling and furnishing of the recreation building.

The proposed expenditure of \$1,950,000.00 for the new dormitories includes the construction contract amounting of \$1,596,523.00, and expense of furnishings and equipment, architect's fee, and utility connections on the site.

(2) That the Board of Regents specifically covenants and agrees that substantially the amounts stated above will be used to complete additions and improvements to the existing Residence Halls and Wilson Center and Sooner City Dormitory system.

(3) That the proceeds from the sale of the bonds will be deposited in the State Treasury in a special trust fund in accordance with statutory provisions governing the issuance of bonds by the Regents of the University of Oklahoma, and expenditures therefrom will be made only for the purposes stated in the Bond Resolution.

President Cross recommended that a letter, a copy of which follows, be sent to the Central Hanover Bank and Trust Company, 70 Broadway, New York City, notifying the bank that it has been designated paying agent for the Regents of the University of Oklahoma Dormitory Bonds of 1948; and that the President of the Board of Regents be authorized to sign the letter on behalf of the Board:

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Central Hanover Bank and Trust Company  
70 Broadway  
New York City, New York

Attention: Mr. J. T. Harrigan, Vice President

Gentlemen:

I have been authorized by the Board of Regents of the University of Oklahoma to notify you that the Central Hanover Bank and Trust Company has been designated paying agent for the Regents of the University of Oklahoma Dormitory Bonds of 1948, which were authorized by resolution passed by the Board of Regents January 14, 1948, copy of which is enclosed.



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It is understood that your charges as paying agent will be as follows:

For the payment of interest coupons - 5¢ each  
For the payment of principal of the bonds: \$1.00 per bond for the first \$100,000.00 par value, 50¢ per bond for the next \$900,000.00 par value, and 33 1/3¢ per bond for the next \$1,400,000.00 par value.

Please confirm acceptance of your designation as co-paying agency along with the Liberty National Bank of Oklahoma City, by addressing a letter to that effect to Emil R. Kraettli, Secretary of the Board of Regents, University of Oklahoma, Norman, Oklahoma, with a copy going to the Lee Higginson Corporation, 40 Wall Street, New York City.

Very truly yours,

REGENTS OF THE UNIVERSITY OF OKLAHOMA

By \_\_\_\_\_  
Lloyd Noble, President

LN/bs

On motion by Regent Benedum, seconded by Regent White, the above recommendation was approved.

President Cross discussed the architectural contract with Winkler and Reid, Oklahoma City, authorized by the Regents on July 9, 1947, for the remodeling of the north section of the Administrative Annex of the University Hospital. Under the terms of this contract no provision was made for supervision of the work. Also, after Dean Gray's resignation, Dean Mark R. Everett found upon investigation that hospital staff members who will use the facilities had not been consulted about the remodeling plans and were dissatisfied with the plans. Dean Everett, after consulting the architects, has recommended that a supplemental contract be executed providing for payment of an additional one per cent of the estimated cost of the remodeling work (est. \$44,000.00) and two per cent of the cost of the work for supervising the construction work. This would make a total payment of seven per cent, which is one per cent more than the fee in a standard architectural contract, but the additional one per cent appears to be justified in view of the fact that substantial changes were necessary in order to put the plans in the form Dean Everett believes desirable.

President Cross recommended that the Board of Regents authorize a supplemental agreement such as the attached draft, which was prepared by the Director of the Physical Plant, the President's Legal Advisor, and the Financial Vice-President of the University, and that the officers of the Board be authorized to sign this contract on behalf of the Board.

On motion by Regent Shepler, seconded by Regent Benedum, it was unanimously voted to approve the recommendation.

A copy of the supplemental contract follows:

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SUPPLEMENT TO  
ARCHITECT'S CONTRACT

School of Medicine  
and University Hospitals

Contract \_\_\_\_\_

THIS CONTRACT AND AGREEMENT made and entered into this fifth day of January, 1948, by and between Regents of the University of Oklahoma, a corporate body, Party of the First Part, and Winkler and Reid, a copartnership, composed of George Winkler and Guy C. Reid, Architects, Oklahoma City, Parties of the Second Part.

WITNESSETH, that,

WHEREAS, on the twenty-third day of May, 1947, the parties to this contract entered into an agreement whereby Second Parties hereto did for a consideration expressed therein promise, agree, and obligate themselves to Party of the First Part herein to perform all architectural services of every kind and nature (except supervision of construction) required or needed by the Party of the First Part in connection with the planning for the remodeling of the North section of the Administrative Annex to the University Hospital, Oklahoma City, Oklahoma, in order to coordinate this section with the new wing of said hospital under construction East of the Annex thereto, said architectural services to be performed for the sum of \$1,760.00; being four per cent of the estimated cost of said remodeling of said North section of the Administrative Annex, said estimated cost being \$44,000.00; and

WHEREAS, Second Parties completed plans and specifications, all of which were accepted and approved by the then Dean of the Medical School, J. P. Gray, and,

WHEREAS, it is now deemed necessary to alter and modify said plans, and specifications, which alterations and modifications will entail expense and extra work on the part of said Second Parties not contemplated in the original contract,

THEREFORE, the Parties hereto mutually agree and covenant as follows:

1. That Parties of the Second Part, for an in consideration of the mutual covenants and agreements herein contained and the benefits accruing to said parties hereunder and under the original contract of May 23, 1947, hereby promise and obligate themselves to revise the plans, specifications, all working drawings, cost estimates, and other data necessary to advertise for bids in connection with said project, heretofore made by said ~~Second~~ Parties.

2. It is further understood and agreed by and between the parties hereto, that the plans and specifications for the remodeling of said North section of the Administrative Annex to the University Hospital, Oklahoma City, Oklahoma, that are prepared in order to coordinate this section with the new wing, shall not require the expenditure (Not including

Architect's fee, herein provided for, or equipment) of an amount in excess of \$44,000.00 and it is understood and agreed that the Parties of the Second Part will, at their own expense, make such eliminations, changes and corrections in the accepted plans and specifications as may be necessary to reduce the cost to the above stipulated amount.

3. Said Parties of the Second Part hereby covenant and agree that they will in addition to any other required or needed architectural services, perform in connection with the building, the following specific architectural services:

- (a) Prepare and furnish, subject to the approval of the Party of the first part, all preliminary surveys, studies, sketches, drawings, cost of material data and all other preliminary information needed or required by the Party of the First Part.
- (b) Make all necessary investigation in the revision of plans, drawings, specifications and estimates.
- (c) Revise and furnish, subject to the approval and acceptance of the Party of the First Part, all plans, specifications, designs, working drawings, blueprints, and estimates, together with all duplicate copies thereof that may be needed or required in the construction of said building.
- (d) The Architects shall attend the letting and shall assist in writing the contracts, shall supervise the construction of the building, visiting it from time to time as often as necessary to secure full compliance with the plans and specifications. The Architects further agree to fully instruct the Contractor, pass upon the merits of material and workmanship, audit all accounts and issue certificates of payment when due the contractor.

4. The Party of the First Part, in consideration of the performance by the Parties of the Second Part of all services covered by and included in this contract, agrees to pay to the Parties of the Second Part a sum equal to three per cent (3%) of the total cost of the project, which payment of three per cent (3%) shall be in addition to the four per cent (4%) of the estimated cost of the project which was paid by Party of the First Part herein to Second Parties herein under terms of the original contract of May 23, 1947.

Payments for work performed under terms of this Supplement to Architects Contract shall be made as follows:

- (a) Upon completion of the revision of the plans and specifications heretofore made by Second Parties under the contract of May 23, 1947, and acceptance and approval by the Party of the First Part, of all such revised working drawings, specifications, cost estimates and other data necessary to advertise for bids in connection with said project, the Second Parties shall be paid one per cent (1%) of the total estimated cost of said project.
- (b) An additional two per cent of the contract cost of the construction work arising from plans and specifications prepared by Second parties shall be paid as the construction work progresses, based on the Contractor's estimates.

(c) Final Payment shall be three per cent of the cost of the construction work less all previous payments made under terms of this Supplement to Architect's Contract.

5. Party of the First Part and Parties of the Second Part each binds itself, themselves and their partners, successors, executors, administrators and assigns in respect to all covenants of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED, that none of the parties hereto shall assign, sublet or transfer any interest in this agreement without the written consent of the other parties.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, that the parties of the Second Part shall not have the authority to approve any change in plans, specifications or designs without the written consent of the Party of the First Part.

IN WITNESS WHEREOF, the parties hereto have executed this contract in eight counterparts the day and year first above written.

ATTEST

REGENTS OF THE UNIVERSITY OF OKLAHOMA  
(Party of the First Part)

\_\_\_\_\_  
Secretary

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

WITNESS

WINKLER AND REID  
(Parties of the Second Part)

/s/ Walter W. Kraft

By /s/ Guy C. Reid

President Cross recommended approval of Change Orders Nos. 1 and 2, Contract No. C-1084 - ADDITION TO UNIVERSITY HOSPITAL.  
Change Order No. 1 in the amount of \$5,524.54  
Change Order No. 2 in the amount of \$27,020.04

Also, that the officers of the Board be authorized to sign these change orders on behalf of the Board of Regents.

On motion by Regent Benedum, seconded by Regent Shepler, the recommendation was approved.

President Cross asked that the Regents consider the question of change orders on various construction contracts. In most cases the changes are minor, and if such matters come up between Board meetings there is a possibility of serious delay in work. He suggested that the Regents authorize the President of the Board to sign such change orders on behalf of the Board if the amount does not exceed designated limits, and proposed the following resolution:

RESOLUTION

WHEREAS, during the progress of construction projects on the campus of the University of Oklahoma there frequently arises unexpectedly a need for a change in the plans and specifications, due to some unforeseen contingency or in order to increase the soundness or usefulness of the structure, and

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WHEREAS, it ordinarily is necessary that a decision on a proposed change order be made promptly in order to avoid delaying progress of construction of the building,

NOW THEREFORE, be it resolved by the Board of Regents of the University of Oklahoma, that authorization by the Board of Regents for the President of the Board of Regents to execute a construction contract shall constitute authorization for the president of the Board to execute change orders modifying the plans and specifications for such contract, provided the following requirements are met:

- (1) That the President of the University recommend the change;
- (2) That the net increase in the total cost of the project caused by the change order not exceed \$5,000.00 or ten per cent of the cost of the project, whichever is less.

On motion by Regent Benedum, seconded by Regent Shepler, the resolution was adopted.

At the meeting of the Regents on October 8, 1947, it was voted to employ architects Wright and Selby of Oklahoma City to prepare plans and specifications for the construction of the Press Box for the University of Oklahoma Stadium. President Cross recommended that the President of the Board of Regents be authorized to sign the architects' contract on behalf of the Regents.

On motion by Shepler, seconded by Regent Benedum, it was voted to approve the recommendation.

A copy of the contract with Wright and Selby follows:

#### ARCHITECT'S CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_\_ day of January, 1948, by and between the Board of Regents of the University of Oklahoma, a body corporate under the name Regents of the University of Oklahoma, Party of the First Part, and Wright and Selby, a copartnership doing business at the Hightower Building, Oklahoma City, Oklahoma, Architect, Party of the Second Part,

#### WITNESSETH:

1. That Parties of the Second Part, for and in consideration of the mutual covenants and agreements herein contained and the benefits accruing to said parties hereunder, hereby promise, agree and obligate themselves to perform all architectural and engineering services of every kind and nature required or needed by the Party of the First Part in connection with the planning and construction of a Press Box Addition to the Owen Field Memorial Stadium at the University of Oklahoma, Norman, Oklahoma.

2. Said Parties of the Second Part hereby covenant and agree that they will in addition to any other required or needed architectural and engineering services, perform in connection with the construction of said building the following specific architectural and engineering services:

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- (a) Prepare and furnish, subject to the approval of the Party of the First Part, all preliminary surveys, studies, sketches, drawings, cost of material data, and all other preliminary information needed or required by the Party of the First Part.
- (b) Make all necessary investigation in the Preparation of plans, drawings, specifications and estimates.
- (c) Prepare and furnish, subject to the approval and acceptance of the Party of the First Part, all plans, specifications, designs, working drawings, blue prints, and estimates, together with as many copies thereof as may be needed or required in the construction of said Building.
- (d) Prepare and furnish bid forms and form of contracts for all contracts for the furnishing of materials or the performance of labor which may be necessary on the construction of said building.
- (e) Give the Party of the First Part the benefit of all their knowledge and advice pertaining to said work at any and all times.
- (f) Issue certificates of estimates of values of work and material from time to time as provided in any contracts that may be entered into between the Party of the First Part and any contractor or contractors in connection with the construction of said building.
- (g) The Party of the Second Part agrees to provide adequate supervision of the project to insure proper fulfillment of the contracts pertaining to the construction of said buildings as required by the plans and specifications. This supervision shall be performed by a competent Building Inspector, suitable to and approved by Party of the First Part, and who shall be on the premises continuously throughout the construction of said building.
- (h) Procure the testing of all materials, or combination of materials, whenever or wherever necessary to determine whether or not the prescribed specifications are being complied with.

3. Party of the First Part, in consideration of the performance by the Parties of the Second Part of all services covered by and included in this contract, agrees to pay unto the Parties of the Second Part a sum equal to six per cent (6%) of the total cost of said addition, as full and complete compensation for all of said architectural and engineering services, including all expenses incurred by Parties of the Second Part in the performance thereof. The compensation herein provided shall be payable as follows:

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- (a) One per cent (1%) of the estimated cost of said addition upon the satisfactory and accepted completion of all necessary or required preliminary sketches, surveys, plans, drawings and specifications.
- (b) Upon completion by Second Party, and acceptance and approval thereof by First Party, of all working drawings, specifications, cost breakdown and other data necessary to advertise for bids in connection with said project, Second Party shall be paid an additional sum which when added to the sum provided in subparagraph (a) above, shall equal four per cent (4%) of the total estimated cost of said project.
- (c) After the beginning of construction Second Party shall be entitled to receive for services thereafter rendered the balance of two per cent (2%) due under this contract. This balance shall be paid from time to time in proportion to the monthly estimates of the contractor which have been approved for payment by First Party; provided, that the final payment, which will be paid only after construction is completed and the project is inspected and accepted by First Party, shall be sufficient to make all payments made to Second Party, under this contract equal six per cent (6%) of the total cost of said project.

4. Party of the First Part and Parties of the Second Part each bind themselves and their partners, successors, executors, administrators and assigns in respect to all covenants of this agreement.

5. First Party covenants that money necessary for the payment of the architectural services provided for herein is available in a fund established by allocation from receipts of the General Fee paid by students enrolled in the University, which General Fee entitles all students (in addition to other services and benefits) to attend all intercollegiate athletic events at the University, and that Second Parties will look to no other fund for the payment of obligations due them under this contract.

IT IS FURTHER UNDERSTOOD AND AGREED that the Parties of the Second Part will endeavor to guard the Party of the First Part against defects and deficiencies in the work of the contractor or contractors and will endeavor to require any and all contractors engaged in the performance of any work in connection with the construction of said building to comply with the plans and specifications. It is further understood and agreed that the Parties of the Second Part do not guarantee the performance of the contract of any contractor or contractors.

IT IS FURTHER UNDERSTOOD AND AGREED that none of the Parties hereto shall assign, sublet or transfer any interest in this agreement without the written consent of the other parties.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, that the Parties of the Second Part shall not have the authority to approve any change in plans, specifications or designs without the written consent of the Party of the First Part.

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IN WITNESS WHEREOF, the Parties hereto have executed this contract in six counterparts the day and year first above written.

ATTEST: REGENTS OF THE UNIVERSITY OF OKLAHOMA

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President  
(Party of the First Part)

WITNESS:

\_\_\_\_\_  
WRIGHT AND SELBY, a co-Partnership

By \_\_\_\_\_  
(Party of the Second Part)

President Cross recommended that a contract be entered into with Sorey, Hill and Sorey for architectural services in connection with the construction of an addition to the kitchen of the residential halls, remodeling of the existing kitchen, and installation of ceramic tile in the bathrooms as a part of the dormitory bond issue work; and, that the President of the Board be authorized to sign such a contract on behalf of the Regents.

On motion by Regent Benedum, seconded by Regent White, it was voted to approve the above recommendation.

**CHEMISTRY LABORATORY EQUIPMENT:**

On January 26, President Cross wrote to each Regent concerning the purchase of laboratory equipment for the Department of Chemistry, the total amount of the bid being \$13,141.00 from the Aloe Company, St. Louis, Missouri. A majority of the Regents indicated approval by mail. Recommended confirmation of this mail vote.

Approved.

**AGRICULTURAL LEASE:**

Bids were received for the lease of approximately 151 acres on the North Campus on December 11, and the Board authorized acceptance of the bid of Mr. William S. Ebey in the amount of \$750.00 at the meeting on December 17. Later, Mr. Ebey declined to enter into a contract. Bids were re-advertised for this tract and two bids were received; one from Mr. A. T. King in the amount of \$604.00 and the other from Mr. V. L. Lamirand in the amount of \$311.00. President Cross recommended that the bid of Mr. A. T. King be accepted and that Mr. Cate be authorized to enter into a contract with him.

Approved.



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HOUSING REGULATIONS:

President Cross stated it has long been contemplated that the University would require freshman women students, including freshman sorority pledges, to live in University dormitories as soon as adequate dormitory facilities could be provided.

Since the new women's dormitory system will be completed during the next school year, I believe it is now advisable to adopt such a policy by action of the Board. It is desirable that sororities be given formal notice that freshman women pledged to sororities will be required to live in University dormitories, so that the various chapters can adjust their house operation plans accordingly.

The President recommended approval of the following resolution.

RESOLUTION

Be it Resolved, by the Board of Regents of the University of Oklahoma, that paragraph (1) of the resolution passed by the Board September 10, 1947, establishing rules and regulations for the living arrangements of students be amended to read as follows:

(1) That all undergraduate, unmarried students be required to live in University-operated dormitories to the extent that such dormitory rooms are available on the Main Campus of the University; provided that such requirement shall not apply to undergraduate, unmarried students who a) live with parents or other relatives in Norman or b) commute from a place of residence outside Norman or c) work for room in lieu of paying rent; and provided further that such requirement shall not apply to students who live in a fraternity, sorority or approved student cooperative houses, except that all freshman women students not in categories a, b, or c above shall live in University-operated dormitories to the extent such facilities are available.

Approved on motion by Regent Benedum.

UNIVERSITY OF OKLAHOMA FOUNDATION:

President Cross reported that Menter G. Baker, Jr., of Oklahoma City has written to the Alumni Office of the University calling attention to the fact that the \$1,000.00 War Savings Bond purchased from proceeds of the 1942 Sooner Carnival and presented to the University was intended by the donors to constitute the first gift to the University of Oklahoma Foundation. The Foundation was not in existence in 1942, and the War Savings Bond therefore was purchased in the name of "The University of Oklahoma."

President Cross believes it is entirely clear from statements made by students sponsoring the 1942 Sooner Carnival and the publicity received when the bond was presented to the University, that it was intended that the bond become a part of the assets of the University of Oklahoma Foundation at the time when the Foundation came into existence.

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See Am. p. 4190  
See p. 2425

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In order to carry out the intent of the donors of the war bond, and in order to give adequate recognition to the student leaders who were enthusiastic about making a gift to the University of Oklahoma Foundation, it was recommended by President Cross that the Board of Regents be requested to transfer this war bond to the Trustees of the University of Oklahoma Foundation and that the Trustees of the Foundation be requested to accept the gift and to make due acknowledgment to the sponsors of the 1942 Sooner Carnival.

Approved on motion by Regent Shepler.

President Cross recommended that R. Boyd Gunning, be granted a leave of absence from his position as Director of the Extension Division, effective February 15, in order that he may accept the appointment as Executive Secretary of the University of Oklahoma Foundation by the Trustees of the Foundation. He recommended further that Mr. Gunning's position as Director of the Extension Division be held open for him, and that the appointment of an Acting Director of the Extension Division be made with this understanding.

Recommended further, that Mr. Gunning receive an annual salary of \$5,400.00 as ~~Director~~ Executive Secretary of the University of Oklahoma Foundation.

Approved on motion by Regent Benedum.

Recommended the establishment of separate departments effective January 1, 1948, as follows:

|                                       |                    |
|---------------------------------------|--------------------|
| In the College of Arts and Sciences   | Dept. of Geography |
| In college of Business Administration | Dept of Business   |
|                                       | Statistics         |

Approved on motion by Regent Shepler.

President Cross called attention to his letter to the Regents concerning the appointment of O. D. Roberts, as Counselor of Men. Mr. Roberts is presently employed as a teacher and coach of tennis and basketball of Oak Park High School, Oak Park, Illinois. He recommended approval of the appointment as Counselor of Men, effective upon his release from his present position, and not later than June 10, 1948, at an annual salary of \$4,000.00.

Approved on motion by Regent White.

President Cross recommended approval of salary adjustments for non-academic staff members, and submitted the schedule showing individual adjustments. He explained, in general, this provides temporary cost-of-living salary increases for administrative staff members that are comparable to the raises given the faculty at the January meeting - a \$400 additional amount to be paid during the next five months, effective February 1, 1948.

It provides increases of approximately \$300 in the base salary rates of junior administrative and professional or specialized staff.

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It provides, with respect to the classified service staff, a general raising of the level of salaries except that an effort has been made to establish maximum and minimum rates for all persons doing similar work. This schedule represents the first step in a long-term plan to put the terms of employment of non-academic staff members on a more systematic and more equitable basis. The classifications and salary brackets are based on recommendations of Frank A. Ives, director of the University Employment Office.

The proposed salary raises would increase total salary expenditures for the University for the fiscal year ending June 30, 1948, by \$16,335. Funds are available for this purpose.

He recommended, also, that Glenn Couch, Dean of the University College, be given a merit increase in his base salary in the amount of \$200. This will make his base salary \$5800.00.

On motion by Regent Benedum it was unanimously voted to approve the salary adjustments as recommended.

#### SUMMER SESSION, 1948:

President Cross reported the following items affecting the 1948 summer session, and recommended approval.

The following teachers received merit increases approved at the January meeting and this automatically changes the summer school rate since they receive 90% of their regular monthly salaries:

S. H. Wender, Associate Professor of Chemistry, \$390.00 for June and July  
Porter L. Pickard, Assistant Professor of Chemistry, \$350 for June and July  
E. A. Frederickson, Associate Professor of Geology, \$440 for June and July  
Keith M. Hussey, Associate Professor of Geology, \$400 for June and July  
Carl A. Moore, Associate Professor of Geology, \$390 for June and July  
George J. Goodman, Professor of Plant Sciences, \$460 for June and July  
Norman H. Boke, Associate Professor of Plant Sciences, \$400 for June and July  
E. O. Hughes, Assistant Professor of Plant Sciences, \$370 for June and July  
John C. Calhoun, Jr., Professor of Petroleum Engineering, \$460 for June and July

Professor Fayette Copeland in the School of Journalism, recently appointed Director, has been placed on a twelve-months basis, and should therefore be removed from the Summer Session budget.

#### Department of English:

J. P. Pritchard, Professor, declined to accept  
Thomas Pyles, Professor, declined to accept  
Paul Ruggiers, Assistant Professor, appointed at \$300 for June  
and July

#### School of Geology:

Charles A. Renfroe, declined to accept.

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Department of History:

Roy Gittinger, Regents Professor, change from 1/4 to 3/8 time, and rate from \$125 to \$187.50 per month for June and July.

School of Home Economics:

Lillian B. Knudson, Assistant Professor, declined to accept.

Dr. Hazel Frost, Assistant Professor, appointed at \$310 for June and July.

Department of Mathematics:

Dorothy B. Smith, Special Instructor, declined to accept.

R. Dewey McKnelly, Instructor, appointed at \$270 for June and July.

Department of Speech:

Carl H. Ritzman, Associate Professor, salary of \$390 a month for June and July be divided by one-half between the department and the Speech and Hearing Clinic.

John W. Keys, Assistant Professor, add salary of \$350 for August to be paid from Speech and Hearing Clinic; one-half of salary of \$350 to be paid from Speech and Hearing Clinic for June and July.

Guy H. Brown, Instructor, change from half-time to full-time, salary at \$260 for June and July, the June salary to be paid from Extension Division Funds.

Speech-Radio:

Sherman P. Lawton, Professor, declined to accept.

College of Education:

John G. Smale, Visiting Professor, appointed at \$400 for June and July. This position provided for in original budget.

N. L. George, Visiting Professor, appointed at \$500 for June. This position provided for in original budget.

Carl Cress, Visiting Professor, appointed at \$450 for June and July.

Mrs. Ruth Tasch, Instructor, appointed at \$292.50 for June and July.

Mr. Gilbert R. Waller, Associate Professor, appointed at \$195 for June and July, half-time.

Ellsworth Collings, Professor, to serve during June only; Previously appointed for June and July.

Provide for Visiting Professor of Audio-Visual Education, at \$450 for June and July.

Dolly S. Connally, Assistant Professor, Lab. School, change from half-time to full-time at \$290 for June and July.

College of Fine Arts:

Duncan R. Stuart, Assistant Professor of Art, declined to accept.

E. J. Schultz, Professor, declined to accept.

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School of Pharmacy:

Harvey A. Cunha, Instructor, change rate from \$202.50 to \$270 for June and July.

Marcus L. Cox, change title from Teaching Assistant, half-time to full-time, Instructor, \$135 to \$270 for June and July.

Approved on motion by Regent Benedum.

Recommended that Vera Dixon, Assistant Professor of Library Science, on leave of absence without pay to January 1, be given an extended leave to July 1, 1948.

Approved.

The following resignations were presented, and it was recommended that they be accepted:

James W. Fitzgibbon, Assistant Professor of Architecture, June 1, 1948

Henry L. Kamphoefner, Professor of Architecture, June 1, 1948.

George Matsumoto, Instructor in Architecture, June 1, 1948.

Edward Walter Waugh, Assistant Professor of Architecture, June 1, 1948.

William L. Howard, Jr., Teaching Assistant in Architecture, January 15, 1948.

Thomas M. Rogers, Teaching Assistant in Architecture, January 15, 1948.

Dora A. Smith, Teaching Assistant in Architecture, January 15, 1948.

William W. Whiteman, Jr., Assistant Professor of Accounting, January 15, 1948.

Duncan R. Stuart, Assistant Professor of Art, June 1, 1948.

John H. Webb, Instructor in Geology, January 15, 1948.

Charles A. Renfroe, part-time Instructor in Geology, January 15, 1948.

John H. Chalmers, part-time Instructor in Geology, January 15, 1948.

R. N. Evjen, Special Instructor in Social Work, January 15, 1948.

Robert H. Rucker, Assistant Professor of Plant Sciences and Landscape Architect, February 1, 1948.

Mary Watson, Assistant Recorder in Office of Admissions and Records, January 31, 1948.

Patty Gray, Assistant Rolls Clerk, Office of Admissions and Records, January 31, 1948.

Lewis Watson, Ground School Instructor in Aeronautics, January 1, 1948.

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Phillip A. Sawyer, Airport Attendant, transfer to Utility Service (Physical Plant), February 1, 1948.

John W. Shreffler, Technical Assistant, Art, January 31, 1948.

Francis Stephen, Clay Wedger and Sculpture Assistant, Art, January 31, 1948.

Joe Croom, Alumni Office, February 1, 1948

Deane Ritchey Valder, Assistant Bookkeeper, Book Exchange, January 20, 1948.

Edward E. Ferguson, Invoice Clerk, Book Exchange, January 1, 1948.

Doris E. Summers, Clerical Secretary, Office of Dean of Business Administration, February 1, 1948.

Joe D. McCarthy, Junior Accountant, Office of Comptroller, January 1, 1948

Dorothy Eaves, Secretary-Accountant, Office of Comptroller, January 1, 1948

Margaret Welden, Field Representative, Parent-teacher work, January 1, 1948

Elsie H. Muller, Clerical Secretary, Correspondence Study, January 31, 1948

Resignation date of Frances Franks as Clerical Secretary in Professional Writing Office, Department of English, be effective January 1 instead of January 31, 1948, as previously approved.

Edith C. Hefley, Departmental Secretary, Government, January 31, 1948

Dorothea B. Loewen, Kindergarten Assistant, December 19, 1947

Elaine McGowan, part-time Secretary, Law Library, January 22, 1948.

Jodie C. Smith, half-time secretary to Director of Laboratory School, January 24, 1948

Virginia Wilson, IBM Clerk, Statistical Service Laboratory, February 1, 1948.

Rosalie W. Neff, Bookkeeper, Visual Education, February 1, 1948.

Charles Unger, Announcer, WNAD, January 31, 1948.

Hazel Jean Adams, Clerical Secretary, Institute of Community Development, February 1, 1948.

Ruby Baker, Postmistress, Woodrow Wilson Center, January 31, 1948.

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Mary L. Ward, Clerical Stenographer, Veterans Liaison Office, February 1, 1948.

Marcharelle Jordan, Administrative Secretary, Veterans Liaison Office, February 1, 1948.

Resignations accepted.

The following faculty appointments were presented, and recommended approval:

Walter J. Ewbanks, Assistant Professor of Mechanical Engineering, \$3800 for nine months, January 15 to June 1, 1948.

William Joseph Winder, Special Instructor of Mechanics, \$1200 for 4½ months, January 15 to June 1, 1948. (Changed from Graduate Assistant)

Joseph H. Wythe, Teaching Assistant in Architecture, \$50 per month, " January 15 to June 1, 1948

Jay D. Cowan, Teaching Assistant in Architecture, \$50 per month, January 15 to June 1, 1948.

Howard D. Chaney, Teaching Assistant in Economics, \$650 for 4½ months, January 15, to June 1, 1948

George Lee Noah, Special Instructor in Finance, \$850 for 4½ months, January 15 to June 1, 1948.

Howard Bricker Weston, Instructor of Accounting, \$2700 for nine months, January 16 to June 1, 1948.

John Clifton Lewis, part-time Teaching Assistant, Marketing, \$60 per month for four and one-half months, January 15 to June 1, 1948.

Miss Billye O. Robinson, Special Instructor in Nursing Education, College of Education, January 15 to June 1, 1948. No salary.

Eunice May Lewis, Assistant Professor of Education, \$3000 for 9 months, February 1, 1948.

Mrs. Lucille Davis Garnett, Teaching Assistant 3/4 time, \$825 per 4½ months, January 15 to June 1, 1948.

Bruce B. Palmer, Special Instructor in Journalism, \$900 per semester for 4½ months, ½ time service, January 15 to May 31, 1948.

Ross Edwin Graves, Assistant Professor of Mathematics, \$3900 for 9 months, September 1, 1948. (Declined to accept.)

Allen Dean Dorris, Teaching Assistant in Civil Engineering, \$324 for nine months service, January 15 to May 31, 1948.

Wayburn Stewart Jeter, Special Instructor in Plant Sciences (from Graduate Assistant) \$200 per month, January 15 to June 1, 1948, 3/4 time.

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Clark Earl Snell, Visiting Professor of Music, \$1500 for second semester, January 15 to June 1, 1948

Mrs. Elizabeth Gaines House, Teaching Assistant in Theory, School of Music, \$1000 for 4½ months, January 15 to June 1, 1948.

Maudine Martini Prunty, Teaching Assistant three-quarters time, \$900 for four and one-half months, January 15 to May 31, 1948.

James K. Dodson, Special Instructor in Economics, \$800 for four and one-half months, January 15 to June 1, 1948.

Mrs. Sue Herndon Rouse, Teaching Assistant in Pharmacy, \$90 per month for four and one-half months, January 15 to June 1, 1948.

Approved.

Faculty re-appointments presented, and recommended approval:

Mrs. Bessie A. Pyles, Teaching Assistant, Classical Languages, re-appointment to become effective January 15, 1948 and terminating May 15, 1948, at a monthly salary of \$200.

John A. Haney, Teaching Assistant (three-quarter time) in English at a semi-annual salary of \$900, effective January 15, 1948 to June 1, 1948.

Mrs. Dorothy Lyne Cass, Teaching Assistant (¾ time) in English at a semi-annual salary of \$800 re-appointment effective January 15, 1948 and terminating June 1, 1948.

Mrs. Virginia Lee Hunt Underwood, Teaching Assistant (¾ time) in English, at a semi-annual salary of \$900; re-appointment effective January 15, 1948 to June 1, 1948

Mrs. Helen F. Wiens, Teaching Assistant (½ time) in English at a semi-annual salary of \$600; re-appointment effective January 15 to June 1, 1948.

Ivan H. Lowsley, Teaching Assistant in Industrial Education, in addition to his duties in the Physical Plant, at a monthly salary rate of \$65 from January 15 to June 1, 1948.

Carl Raymond Crites, half-time Instructor of Marketing, \$110 per month, re-appointment effective January 15 to June 1, 1948.

Robert G. Brown, Teaching Assistant of Pharmacy, at the monthly salary of \$90 effective January 15 to June 1, 1948.

Mrs. Faye Xezonatos, Teaching Assistant of Pharmacy, \$75 per month effective January 15 to June 1, 1948.

Marcus Cox, Instructor in Pharmacy at \$300 per month, effective January 15 to June 1, 1948.



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A. Harvey Cunha, Instructor in Pharmacy, \$300 per month, effective January 15 to June 1, 1948.

Lee Roy Jones, Teaching Assistant in Pharmacy at \$108 per month, effective January 15 to June 1, 1948.

Mrs. Helen Hawn Austin, Instructor in Speech at \$1200 annually, effective January 15 to June 1, 1948.

Mrs. Katharine Sponenberg, Special Instructor in Accounting, \$100 per month for four and one-half months, January 16 to June 1, 1948, 1/3 time.

Approved.

Recommended approval of appointments of Graduate Assistants:

Roy Browning Hudson, Graduate Assistant, Geology, \$405 for 4½ months, January 15 to May 31, 1948.

Jack A. Taylor, Graduate Assistant in Geology, \$405 for 4½ months, January 15 to May 31, 1948.

George Glenn McCulloch, Graduate Assistant in Geology, \$405 for 4½ months January 15 to May 31, 1948.

George Rainey, Graduate Assistant in Geology, \$405 for 4½ months, January 15 to May 31, 1948.

Stephen Keith Frazier, Graduate Assistant in Geology, \$405 for 4½ months, January 15 to May 31, 1948.

Harrison Dean Letterman, Graduate Assistant in Social Work, \$90 per month, January 15 to May 31, 1948.

Alice Beulah Clark, Graduate Assistant, School of Social Work, \$810 for nine months, January 15 to May 31, 1948.

Mrs. Jo Ann W. Bennett, Graduate Assistant in English, \$405 for 4½ months, January 15 to May 31, 1948

Jeast Dale, Graduate Assistant in Chemistry, \$90 per month for 4½ months, January 15 to June 1, 1948

William Cameron Wakefield, Graduate Assistant in Chemistry, \$90 per month, February 1 to June 1, 1948.

Mrs. Gwendolyn Raye Burton, Graduate Assistant in Chemistry, \$90 per month, January 15 to June 1, 1948.

John Martin Weaver, Graduate Assistant in Chemistry, \$90 per month, January 15 to June 1, 1948.

Mrs. Helen Ross Walcher, Graduate Assistant in Speech, \$360 for four months, February 1 to June 1, 1948

Ruth Caroline Whitford, Graduate Assistant in Modern Languages, \$405 for 4½ months, January 15 to June 1, 1948.

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Alvin Gale Weber, Graduate Assistant in Physics, \$90 per month for four and one-half months, January 15 to May 31, 1948.

Mr. Floy Wilking Smith, Graduate Assistant in Physics, \$90 per month for four and one-half months, January 15 to May 31, 1948.

Mr. Dorcey Gwynne Abshier, Graduate Assistant in Physics, Part-time, \$75 per month for four and one-half months, January 15 to May 31, 1948.

Jasper Andrew Jackson, Jr., Graduate Assistant in Physics, part-time, \$75 per month for 4½ months, January 15 to May 31, 1948.

George Henry Ware, Graduate Assistant in Plant Sciences, 1/4 time, \$202.50 for 4½ months, January 15 to June 1, 1948.

Eliane Culioli, Graduate Assistant in Modern Languages, \$405 for 4½ months, January 15 to June 1, 1948.

Paul S. Johnston, Graduate Assistant in Petroleum Engineering, \$90 per month for 4½ months, January 15 to May 31, 1948.

William Lyman Kimmel, Graduate Assistant in Mechanics, \$405 for 4½ months, January 15 to June 1, 1948.

Clarren Alfred Brandenburgh, Jr., Graduate Assistant in Mechanics, \$405 for 4½ months, January 15 to June 1, 1948.

Ernest Paul Willenberg, Graduate Assistant in Education, \$120 per month for 4½ months, January 15 to June 1, 1948.

Approved.

Recommended acceptance of the following Graduate Assistants who declined to accept:

Paul Steven Hudson, Graduate Assistant in Chemistry, January 15 to June 1, 1948.

Robert Kent Butz, Graduate Assistant in Mathematics, \$810 for 9 months, September 1, 1948 to June 1, 1949.

Approved.

The following Graduate Assistant Resignations were presented, and recommended that they be accepted:

Al King Marshall, Graduate Assistant, Mechanics and Metallurgy, January 15, 1948.

Atha W. McMurtry, Graduate Assistant, Mechanics and Metallurgy, January 15, 1948.

Jim Paine Artman, Graduate Assistant in Modern Languages, January 15, 1948.

Levita Bollinger, Graduate Assistant in Social Work, January 15, 1948.

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Walter James Logan, Graduate Assistant in Social Work, January 15, 1948  
Gerard R. Brieger, Graduate Assistant in Chemistry, February 1, 1948  
George P. Condon, Graduate Assistant in Chemistry, January 1, 1948  
Margret B. Andersen, Graduate Assistant in Chemistry, February 1, 1948  
John Hale Jones, Graduate Assistant in Mathematics, January 15, 1948  
Lowell H. Shannon, Graduate Assistant in Physics, January 15, 1948  
Daniel Whitten, Graduate Assistant in Geology, January 15, 1948  
Clayton Valder, Graduate Assistant in Geology, January 15, 1948  
Donald Murphree, Graduate Assistant in Geology, January 15, 1948

Resignations accepted.

Recommended approval of non-teaching title and salary changes:

Mrs. Billie Tidwell from Alumni Records Office to Clerical Secretary in Lecture and Entertainment Bureau of the Extension Division with no change in salary, February 1 to July 1, 1948.

Mrs. D. Gene Clarke Snodgrass, be changed from Clerical Stenographer to Clerical Secretary with an increase in salary from \$1380 to \$1500, effective February 1, 1948, Correspondence Study Department.

Thomas C. La Coste be changed from Psychometrist to Vocational Appraiser and that his monthly salary be increased from \$90 to \$110 per month for part time service, February 1, 1948.

Tony D. Vaughn be changed from Counselor to Vocational Appraiser with a salary increase from \$110 to \$250 per month, January 15 to June 30, 1948

Mrs. Doris Portwood McLaury, Assistant in Nursery School and Kindergarten, \$100 per month to \$130 for full time service, February 1, 1948.

Harold G. Gee, Shipping Clerk in Sales division of the University Press, \$137.50 to \$150 per month, January 1, 1948.

Mrs. Georgia Nell Pennington, Clerk-typist, Purchasing Office, \$1500 to Clerical Secretary at \$1680 per year, January 1, 1948.

Mrs. Ina R. Burditt be transferred from Secretary for School of Drama to Clerk-typist in Purchasing Office with no change in salary, January 1, 1948

Mrs. Lettie Jeane Branan, Clerk-typist, Purchasing Office, \$1500 to \$1620 per year, February 1, 1948.

Mrs. Virginia Leslie, File and Mail Clerk, Office of Admission and Records, to Assistant Rolls Clerk, February 1, 1948.

Eleanor Sue Moorman, Clerical Secretary, Department of Psychology from \$125 per month for full-time service to \$62.50 per month for half-time service, February 1 to June 1, 1948. Miss Moorman will not work during June, 1948, as previously approved.

Approved.

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Recommended approval of non-teaching appointments.

George H. Waddy, Airport Attendant, Aeronautics, \$150 per month for 12 months service, February 1, 1948.

William Howard De Mere, Senior Announcer, WNAD, \$110 per month on the basis of 30 hours per week for 12 months service, February 1, 1948.

Mrs. Rachel I. Graham, Clerk-typist, Purchasing Office, \$62.50 per month for one-half time, February 1 to March 1, 1948.

Bill Jenks Garrett, Clay Processor and Assistant to Professor Corsaw, \$45 per month, February 1 to June 1, 1948.

Charles Edward Williams, Clay Wedger and Sculpture Assistant in Art, \$45 per month, February 1 to June 1, 1948.

Mrs. Margaret Baker, Assistant, Nursery School, \$70 per month January 5 to July 1, 1948.

Mrs. Carol Burk, Assistant in University College, transfer from "B" budget, \$100 per month, February 1 to June 1, 1948.

John Frances Heckinger, Assistant Cashier, Office of the Comptroller, transfer from "B" budget, \$75 per month for one-half time, January 1 to June 30, 1948.

Frank Harvey Hubbard, Junior Accountant, Office of the Comptroller, transfer from "B" budget, \$100 per month for two-thirds time, January 1 to June 30, 1948.

Mrs. Neysa Dean Koger, Accountant Clerk, Office of the Comptroller, \$125 per month, January 20 to June 30, 1948.

John W. McGee, Addressograph Operator, Alumni Records Office, \$50 per month, February 1, 1948 to June 30, 1948.

Mrs. Marcheta G. Ernst, Clerical Secretary, School of Drama, \$125 per month, January 7 to July 1, 1948.

Mrs. Ethel Faye Pate, Clerical Secretary, Evaluation and Testing Service, \$125 per month, January 16 to June 30, 1948 \*transfer from "B" budget.)

Mrs. Gene Freeman, Clerical Stenographer, Visual Education, \$1380 for 12 months service, February 1, 1948 to June 30, 1948.

Mrs. Myrtle Owen Parsons, Postmistress, Woodrow Wilson Center, \$140 per month, February 1 to June 30, 1948.

Emily Reid, Clerical Stenographer, Office of the President, \$1500 for 12 months service, February 1 to July 1, 1948.

Mrs. Margaret Evelyn Roberts, Clerical Secretary, Office of Professional Writing, Department of English, \$65 per month for one-half time, January 1 to June 1, 1948.

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Mrs. Rene Warren Shults, Assistant Recorder, Admissions and Records, \$125 per month, January 12 to June 30, 1948.

Mrs. Hazel B. Martin, File and Mail Clerk, Admissions and Records, \$125 per month, February 1 to June 30, 1948.

Mrs. Belva Ruth Siard, Clerical Secretary, School of Mechanical Engineering, \$1500 for 12 months service, February 1 to July 1, 1948 (transferred from "B" budget)

Mrs. Katherine H. Macfarlane, Clerical Secretary, Chemical Engineering, \$120 per month for 12 months service, January 28, 1948.

Mrs. Betty Thompson Teeter, Clerical Secretary, Office of Counselor of Women, \$135 per month, February 1 to July 1, 1948.

Mrs. Jean M. Jackman, Clerical Secretary, Psychology, \$83.32 per month two-thirds time February 1, 1948 through May 31, 1948, and \$125 per month for full time during June, 1948.

Peggy Stapp, Supervisor of Student Assistants, Library, \$75 per month, February 1 to July 1, 1948.

Mrs. Mari G. Scott, Library Assistant in Loan Department, \$75 per month, February 1 to July 1, 1948

Mr. Jerry R. James, Library Assistant in Periodical Department, \$75 per month, February 1 to July 1, 1948.

Mrs. Louise Michael Sizemore, Clerical Stenographer, Manuscripts Division, \$125 per month, January 26, 1948.

Mrs. Dorothy Ammann Folman, Editorial Assistant, Publishing Division, University Press, \$125 per month, February 1, 1948. This appointment is terminable not later than February 1, 1949.

Louis F. Leistner, previously appointed instrument maker effective January 1, actually began service January 12, 1948.

Mrs. Betty Jane Frensley, Clerical Secretary, Office of Dean of Business Administration, February 1, 1948, \$125 per month

Mrs. Paula Nadine Hanna, Clerical Secretary, Government, \$135 per month January 27 to July 1, 1948.

Mrs. Betty Sue Stanley, Clerical Secretary, Institute of Community Development, \$1560 for 12 months service, February 1, 1948.

Mrs. Mary Creekmore Martin, Clerical Stenographer, Correspondence Study, \$115 per month, February 1 to June 30, 1948.

Billie Perkinson Kennedy, Assistant Recorder, Admissions and Records, \$125 per month, February 1 to February 15, 1948. (reappointment)

Approved.

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Recommended approval of items in the University Infirmary:

Resignations:

Edith Ruth Hixson, General Duty Nurse, February 1, 1948.

Edna Theodore McMillan, General Duty Nurse, February 2, 1948.

Appointments:

Mrs. Glorine G. Perry, Medical Technologist, Pharmacist part-time \$110 per month for 12 months service, January 19, 1948.

Mrs. Joyce F. Manning, General Duty Nurse, \$101.92 for 12 months service, February 1, 1948.

Changes:

Mary Jo Franklin, General Duty Nurse, change from part-time at \$101.92 to full time at \$160 per month, February 1, 1948.

Approved.

Recommended approval of items in Physical Plant:

Appointments:

Charles Willis Richardson, General Assistant, Landscape and Grounds, \$135 per month, January 1, 1948.

Jacqueline Lee Parks, PEK Operator, Physical Plant, \$130 per month, January 16, 1948.

Ora Orvill Todd, Janitor, \$135 per month, February 1, 1948.

Ralph Eugene Dougherty, Policeman (Relief Officer) Safety Department, \$150 per month, February 1, 1948.

Robert Bruce Bohacek, Receiving Clerk, Receiving Station, Physical Plant, annual salary rate of \$2100 effective January 1, 1948.

Resignations:

Phillip Henry Sheridan Harp, Boiler Fireman, January 31, 1948.

Ted Coonse Williams, Foreman, Plumbing and Heating, January 31, 1948.

Clifford C. Miller, Policeman, Relief Officer, February 1, 1948.

James Edward Marti, Janitor, South Campus, resigned January 31, 1948.

Mrs. Macie Jackson, Accounting Clerk, December 31, 1947

Marjorie Joan Campbell, PEK Operator, South Campus, January 15, 1948.

Approved.

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Recommended approval of the items in Housing:

Appointments:

Roy Donald Denney, Counselor of Building 163, South Campus, \$75 per month plus room, effective January 6 to May 31, 1948

Eileen Baird, Assistant Supervisor of Food Service, Housing Department, \$150 per month, January 15 to June 30, 1948.

James S. McNeely, Jr., Resident Counselor of Sequoyah House at \$75 per month plus room, January 25 to June 1, 1948

Jodie C. Smith, Resident Counselor of Irving House, \$75 per month plus room, January 25 to June 1, 1948.

Harold C. Fergus, Assistant Counselor of Kingfisher House, \$50 per month, January 15 to June 1, 1948.

Resignations:

Alfred J. Ashton, Jr., Head Counselor, Irving House, January 23, 1948.

William B. Bradford, Assistant Counselor, Kingfisher House, January 15, 1948

Harry L. Mayes, Head Counselor, Sequoyah House, January 15, 1948

William L. Card, Head Counselor, Building 51, January 15, 1948

Charles L. Prentiss, Head Counselor, Building 57, January 15, 1948

Richard L. Chambers, Building 163, Head Counselor, January 5, 1948, South Campus.

Virginia Lauderdale, Graduate Counselor of BOQ, South Campus, January 15, 1948

George Howell, Cook's Helper at Woodrow Wilson Dining Hall, transferred to hourly payroll, November 1, 1947

Approved.

SCHOOL OF MEDICINE - Chairmanships:

Recommended that the following incumbents be retired as "heads of departments", effective February, 1948, but that they retain their respective professorial appointments on the teaching staff:

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- Dr. Robert H. Bayley, Department of Medicine
- Dr. W. K. West, Department of Orthopedic Surgery
- Dr. Theodore G. Walls, Department of Otorhinolaryngology
- Dr. John E. Heatley, Department of Radiology
- Dr. Cyril E. Clymer, Department of Surgery

Recommended the acceptance of the resignation of Dr. Charles R. Rayburn as Head of the Department of Psychiatry and Neurology.

Recommended the appointments to chairmanships effective February 1, 1948 to June 30, 1950 to fill the vacancies created by the above recommendations:

- Dr. R. Q. Goodwin, Department of Medicine
- Dr. D. H. O'Donoghue, Department of Orthopedic Surgery
- Dr. L. Chester McHenry, Department of Otorhinolaryngology
- Dr. Coyne Campbell, Department of Psychiatry and Neurology
- \*Dr. Peter E. Russo, Department of Radiology
- Dr. L. J. Starry, Department of Surgery

\*Dr. Russo's appointment as Chairman is contingent upon his elevation from Instructor to Assistant Professor as recommended by the department. The recommendation for this change of status is being prepared and will be submitted at an early date.

Approved.

Resignations:

- Billie Jean Breeding, Dietary Helper, January 8, 1948.
- Archie Brogham, Orderly, January 10, 1948.
- Mary Francis Lauer Coggins, General Staff Nurse (Surg.), Jan. 19, 1948.
- Dr. George del Emery, Res. in Radiology, completed contract Jan. 1, 1948.
- Dr. Charles W. Freeman, Res. in Pediatrics, completed contract February 1, 1948.
- Dr. Charles S. Graybill, Res. in Orth. Surgery, completed contract January 1, 1948.
- Dr. W. K. Hartford, Resident of Ob. and Gyn., completed contract Jan. 31, 1948.
- Edith Hodges, Dietary Helper, January 14, 1948.
- Dr. A. C. Lisle, Jr., Res. in Neuro-Surgery, completed contract January 1, 1948.
- Geneva Oakley, Aide, January 31, 1948.
- Billie Pait, Secretary, January 23, 1948.

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Inez Porter, Dietary Helper, January 1, 1948.

Ruby L. Roepe, Supervisor of Clinical Instruction, School of Nursing,  
January 31, 1948.

Cora Simpson, Dietary Helper, January 8, 1948.

Dr. C. Collum Smith, Resident in Medicine, completed contract January 1,  
1948.

W. M. Suttie, Assistant Laundryman, January 13, 1948.

Approved.

Title and Salary Changes:

General S. Banks, Maintenance Man to Carpenter, January 1, 1948.

Ella June Eddy, Secretary, \$150 to \$175 per month, January 1, 1948

Claude L. Hudman, Janitor \$130 per mo. to Head Janitor \$150 per mo., Jan. 1, 1948.

Wheeler M. Hudson, Prop. Clerk, \$150 to \$165 per month, January 1, 1948.

G. H. Kiper, Nightwatchman, \$155 to \$160 per mo., Jan. 1, 1948.

Regenia Mukes, Nurse, \$190 to \$150 per mo. because she has not passed the  
Board and her salary is reduced to graduate Nurse's salary until she be-  
comes a registered nurse, effective January 1, 1948.

Wilma Winfield, Nurse, \$190 to \$150 per mo., Jan. 1, 1948. Has not passed Board.

Mrs. Mary C. Zahasky, Dietitian, \$190 to \$208.33 per mo., January 1, 1948.

Approved.

Faculty Appointments:

President Cross recommended the appointment of Dr. William C.  
McClure of the Dept. of Medicine, as Associate Coordinator of Clerkships,  
at a monthly salary of \$175.00 for nine months of service during the academic  
year, effective February 1, 1948.

President Cross recommended the appointment of Dr. Tom L. Wainwright  
of the Dept. of Surgery, as Coordinator of Clerkships, at a monthly salary of  
\$200.00 for nine months of service during academic year, effective Feb. 1, 1948.

President Cross recommended that Dr. Peter E. Russo, in Dept. of  
Radiology, be promoted from the rank of Instructor to Assistant Professor.  
Dr. Russo is also recommended to become chairman of the Dept. of Radiology.

Approved.

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President Cross recommended the appointment of Kenneth Wallace, of Chickasha, Oklahoma, as Business Administrator of the School of Medicine and University Hospitals, at an annual salary of \$7,000.00, effective March 1, 1948.

Approved.

Recommended approval of appointments in the School of Medicine and Hospitals:

Elaine Ruth, Instructor in Nursing Arts, University Hospital, \$3300 for 12 months service, effective January 20, 1948.

Doctor William Howard Atkins, Resident in Anesthesia, \$60 per month with meals and laundry, January 19, 1948.

Doctor John H. Clymer, Resident in Surgery, \$70 per month with meals and laundry, January 1, 1948.

Doctor Paul Martin Darden, Resident in Medicine, \$80 per month with meals and laundry, January 1, 1948.

Doctor John Florence, Resident in Orthopedic Surgery, \$80 per month with meals and laundry, January 1, 1948.

Doctor Robert Alvin Rix, Jr., Resident in Neuro-Surgery, \$80 per month with meals and laundry, January 1, 1948.

Katherine Ruth Archer, General Staff Nurse, \$190 per month with laundry, January 13, 1948.

Margarete Brown, Medical Technologist, \$220 per month, January 7, 1948 (return from leave of absence).

Marjorie Brown, General Staff Nurse, \$190 per month with laundry, January 16, 1948.

Mrs. Norma Collins, Assistant Administrative Dietitian, \$175 per month with meals and professional laundry, January 1, 1948.

Anne Crenshaw, Dietetic Intern, \$50 per month with meals and professional laundry, January 1, 1948.

Owen Jennings Davenport, Maintenance Man, \$170 per month, January 12, 1948.

Mrs. Hermine Edelman, Secretary, \$150 per month, January 19, 1948.

Betty June Edwards, General Staff Nurse, \$190 per month with laundry, January 11, 1948.

Mrs. Opal Filson, Head Nurse, \$210 per month with laundry, January 7, 1948.

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Betty Lou Fiolle, Gen. Staff Nurse, \$190 per month with laundry, January 17, 1948.

Leola Madge Foster, Nurse Aide, \$90 per month, January 19, 1948. \$100 per month February to July, \$110 per month thereafter.

Mrs. Selma E. Hunt, Gen. Staff Nurse, \$170 per month with laundry, January 14, 1948.

Dorothy Irene Isgrigg, Nurse Aide, \$90 per month, January 12, 1948. \$100 per month February to July, \$110 per month thereafter.

Betty Jo Jones, Gen. Staff Nurse, \$190 per mo. with laundry, January 12, 1948.

Mary Ellis Kirk, Maid, \$85 per month, January 20, 1948.

Arlene Lavaun McGill, General Staff Nurse, \$190 per month with laundry, January 18, 1948.

Henry R. McLemore, Assistant Laundryman, \$100 per month, January 1, 1948.

Lucretia Miller, General Staff Nurse, \$200 per month (night duty) with laundry, January 10, 1948.

Mrs. Violet Minnie, Maid, \$85 per month, January 7, 1948.

Mrs. Hettie B. Nokes, Nurse Aide, \$90 per month, January 16, 1948. \$100 per month February to July, \$110 per month thereafter.

Doris Eddylene Patton, General Staff Nurse, \$190 per month with laundry, January 15, 1948.

Illa Mae Robertson, Stenographer, \$125 per month, January 12, 1948.

Roy W. Shackelford, Orderly, \$110 per month with laundry, January 3, 1948, \$120 per month beginning the fourth month of service.

Charles A. Snyder, Nightwatchman, \$125 per month, January 8, 1948.

Mrs. Ruby Irmalee, Interdepartmental Secy. \$175 per month, January 9, 1948.

Erma Jean White, Nurse Aide, \$90 per month, January 11, 1948.

Florence Adah Wilson, Gen. Staff Nurse, \$190 per month with laundry, Jan. 11, 1948.

Approved.

The following items were sent to the Regents as a supplement to the agenda and Mr. Cate was called during the discussion:

President Cross recommended approval of the form of Trustee

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Agreement on the Dormitory Bonds of 1948, a copy of which follows. The amendments proposed during the discussion are included in the draft:

AGREEMENT

THIS CONTRACT AND AGREEMENT made and entered into by Regents of the University of Oklahoma, Party of the First Part, and The Liberty National Bank of Oklahoma City, Oklahoma, a corporation organized and operating under the Laws of Oklahoma, Party of the Second Part.

WITNESSETH:

THAT WHEREAS, The Regents of the University of Oklahoma did on the 14th day of January, 1948, by resolution authorize the issuance of bonds in the sum of \$2,400,000 for the purpose of constructing, furnishing, and equipping certain dormitories and the construction and equipping of improvements and additions to certain existing dormitories as set forth in the above resolution of said Regents, a copy of which resolution is hereto attached and made a part of this contract; and

WHEREAS, said Regents of the University of Oklahoma did by said resolution designate the Liberty National Bank of Oklahoma City, Party of the Second Part herein, as trustee of certain funds hereinafter more fully described for the benefit and protection of the holders of the Bonds above described; and

WHEREAS, the Second Party has consented to act as such trustee for the purposes aforesaid:

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

A. The First Party hereto accepts and undertakes and performance of the following duties in the manner more fully prescribed in the said Resolution:

- (1) To impose and collect rentals, fees and charges sufficient to retire the indebtedness when due.
- (2) To keep the system covered by fire and rental value insurance, and deliver evidence thereof to the Trustee.
- (3) To operate and maintain the system in good condition.
- (4) To deposit with the Trustees:
  - a) Money received from the bond purchasers as accrued interest, and also \$240,000 from the bond proceeds to pay interest during the construction period;
  - b) Net revenues from operation of the System, as net revenues are defined in the Resolution, which shall be placed in "The Dormitory Bonds of 1948 Principal and Interest Fund" or the "Dormitory Bonds of 1948 Reserve Fund", in accordance with terms of the Resolution.

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(5) To keep separate accounts of all financial transactions affecting the bond issue or the operation of the dormitory system, and furnish operating statements monthly to those entitled to receive them.

(6) To pay all reasonable charges made by the Trustee and paying agent banks for services rendered under this agreement. Payments to the Trustee, the Second Party herein, shall be made in accordance with the following scale:

Annual Fee -  $1/20$ th of 1% of the authorized and outstanding bonds.

Receiving and Disbursing Fee -  $1/10$ th of 1% of the principal amounts disbursed, and  $1/8$ th of 1% of the amount disbursed in payment of interest coupons.

Closing and cancellation fee at Termination of Trust -  $1/40$ th of 1% of the amount of the authorized bond issue.

In case of extraordinary services performed, the trustee, the Second Party herein, shall receive just and reasonable compensation for such services.

B. The Second Party hereto accepts and undertakes the performance of the following duties in the manner more fully prescribed in the said Resolution:

(1) To hold in trust the money paid to the Trustee by First Party, to be used solely for the following purposes:

- a) To pay promptly the principal of and interest on the bonds when due, whether the bonds and coupons are presented to the Trustee or to the co-paying agent, the Central Hanover Bank and Trust Company of New York City;
- b) To pay the principal of bonds prior to maturity when so directed upon proper notice by First Party;
- c) To maintain separately a "Dormitory Bonds of 1948 Principal and Interest Fund" and a "Dormitory Bonds of 1948 Reserve Fund", in accordance with terms of the Resolution.
- d) To secure the amount of money deposited in the Dormitory Bonds of 1948 Principal and Interest Fund" and in the "Dormitory Bonds of 1948 Reserve Fund" by an equivalent amount of United States Government Bonds deposited in trust with the State Treasurer of Oklahoma acting in his statutory capacity as Treasurer of the University of Oklahoma, or in a Federal Reserve Bank.

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- e) To invest the amount in the Reserve Fund in United States Government bonds as directed by First Party; and if need for the money so invested shall arise for payment of principal or interest, to sell such obligations to the extent necessary to make such payments.
  
- f) In the event of failure by First Party to deposit in the Principal and Interest Fund or the Reserve Fund, at the times stated in the bond resolution, the amounts of money necessary to meet interest and principal payments when due and the amounts of money necessary to create and maintain the Reserve fund in accordance with provisions of the bond resolution, then and in that event, the Second Party shall, upon request of the holders of forty (40) per cent of the bonds, take appropriate action to enforce compliance with the terms of the said bond resolution insofar as they apply to such payments. Second Party shall not be obligated to take action to enforce such compliance unless properly indemnified to its satisfaction in reasonable amounts. The obligation of Second Party to enforce compliance with terms of the bond resolution shall not extend beyond those requirements of the bond resolution that relate to deposits of money by First Party in the Principal and Interest Fund or the Reserve Fund in the custody of the Trustee, the Second Party herein; provided, however, that Second Party agrees to perform other and additional services in connection with enforcing terms of the bond resolution if so requested in writing by holders of 40 per cent of the bonds. Second Party shall be properly indemnified to its satisfaction in reasonable amounts in connection with such other and additional services.

C. It is mutually agreed by the parties hereto that the said Bond Resolution, certified copy of which is attached herewith, is hereby adopted as a part of this Trust Agreement, and all provisions of said Bond Resolution that relate to operation of the trusteeship shall be binding on both parties hereto in the same manner as though set forth fully herein; and the failure to specify in this agreement particular duties expressed or implied in the Resolution shall not be deemed a waiver of such duties by either party to this Agreement.

D. The First Party to this agreement reserves the right to appoint a new trustee under any of the following conditions:

- (1) If the Second Party gives notice that it wishes to terminate its Trusteeship;
  
- (2) If the First Party becomes dissatisfied for good cause reasonably demonstrated with the conduct of the Second Party in its handling of trust funds or trust affairs;

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(3) Or upon request of 60% of the holders of the bonds authorized by the Bond Resolution herein referred to.

In case the First Party wishes to terminate the trust agreement with the Second Party under Paragraphs 2 or 3 above it shall give the Second Party 30 days notice of such intention and upon the appointment of a new trustee after the above period of notice it shall be the duty of Second Party to transfer to such new trustee all funds and things of value received by said Second Party under the terms of this agreement and to account fully to said First Party for its administration of the trust herein undertaken.

The provisions of this section shall not be construed as applying to any application to a court of record made by either party to enforce the provisions of the trust or to remove a trustee or to appoint a new trustee, but this section shall give remedies in addition to the legal remedies last mentioned.

E. The Second Party to this agreement reserves the right to resign as Trustee following reasonable notice of such intention. In no case shall such notice be less than 30 days.

In Witness Whereof, the parties hereto have affixed their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 1948.

ATTEST:

REGENTS OF THE UNIVERSITY OF OKLAHOMA

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President  
(Party of the First Part)

LIBERTY NATIONAL BANK OF OKLAHOMA CITY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President  
(Party of the Second Part)

The "AGREEMENT" as amended was approved on motion by Regent Benedum.

Mr. Cate reported with reference to a conference with Coston and Frankfurt, engineer-architects, selected to prepare plans and specifications for the Power Plant project, and was informed they were reluctant to execute a contract with a provision that all payments for their services would be contingent on sale and delivery of Power Plant bonds. Application was made to the State Regents for Higher Education for authorization to use \$5,000 from current funds to guarantee an initial payment, the remainder of fees to come from the bond issue. However, the State Regents advised us as a matter of policy it would be preferable not to use any current funds in connection with a self-liquidating project. Meanwhile, it has become clear that complete plans and specifications must be prepared and bids taken before the final sale of the bonds.

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President Cross stated he has received informal assurance that the Athletic Council is in a position to lend the University \$10,000 to make possible the execution of a contract satisfactory to the architects, the \$10,000 to be repaid to the Athletic Council from the proceeds of sale of the Power Plant Bond Issue.

President Cross recommended that \$10,000 be borrowed from the Athletic Council, and proposed the following resolution:

RESOLUTION

A RESOLUTION authorizing the President of the University of Oklahoma acting for and in behalf of the Regents of the University of Oklahoma to borrow \$10,000.00 from the Athletic Council of the University of Oklahoma to be used for the first payment toward the basic rate provided for the architect-engineer fee for design of a power and heating plant to be erected on the campus of the University of Oklahoma and to be repaid from the proceeds of bonds issued for the construction and erection of said power plant.

WHEREAS, it has been determined to be necessary for the benefit of the students attending the University of Oklahoma to construct, erect and equip a power plant on the campus of the University of Oklahoma, Norman, Oklahoma, to provide steam heat and electric power for operation of the physical plant of the University, and

WHEREAS, an architectural and engineering firm must be employed to prepare the finished preliminary sketches and working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts and such services will require the payment of sums by the University to enable the architect-engineer to carry out this work before bonds can be issued or construction commenced, and

NOW, THEREFORE, BE IT RESOLVED:

That the President of the University of Oklahoma acting for and in behalf of the Regents of the University of Oklahoma be authorized to borrow \$10,000.00 from the Athletic Council of the University to be used as advance payment toward the basic rate agreed upon by the Regents of the University of Oklahoma and the architect-engineer for the professional services required in the planning, design, and supervision of construction of a power plant to be erected on the campus of the University of Oklahoma, to execute and deliver notes or other forms of obligation not inconsistent with this resolution, and that such loan be repaid from the proceeds of the sale of bonds to be issued in the future by the Regents of the University of Oklahoma for the construction and equipping of such power and heating plant.

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Be it further resolved that such loan shall not become an indebtedness or obligation of the State of Oklahoma, or of the University of Oklahoma, or of the Board of Regents of the University of Oklahoma, except as to the proceeds of the sale of bonds as set out herein.

The Resolution was adopted on motion by Regent White.

President Cross recommended adoption of the following resolution:

RESOLUTION

BE IT RESOLVED by the Board of Regents of the University of Oklahoma, that the officers of the Board are authorized to execute a contract with Coston and Frankfurt, architects and engineers, Oklahoma City, Oklahoma, for preparation of plans and specifications for a Power Plant project at such time as the president of the University certifies that funds for the initial \$10,000 payment are available.

On motion by Regent Benedum, seconded by Regent Shepler, the resolution was adopted.

President Cross recommended approval of the agreement with Coston and Frankfurt, architect-engineer, on the Power Plant project, and it is as follows:

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1948, by and between the Board of Regents of the University of Oklahoma, Norman, Oklahoma, a body corporate under the name Regents of the University of Oklahoma, hereinafter called the Owner, and Coston and Frankfurt, architects and engineers, a co-partnership doing business in the Apco Tower, Oklahoma City, Oklahoma, hereinafter called the Architect-Engineer:

WITNESSETH:

WHEREAS, the Owner intends to construct and equip a power plant on the campus of the University of Oklahoma, Norman, Oklahoma, to provide steam heat and electric power for operation of the physical plant of the University;

NOW, THEREFORE, the Owner and the Architect-Engineer, for the consideration hereinafter named, agree as follows:

The Architect-Engineer agrees to perform, for the above-named work, professional services as hereinafter set forth.

The Owner agrees to pay the architect-Engineer for such services a fee of five per cent (5%) of the cost of the work arising under

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his plans and specifications, the said percentage being hereinafter referred to as the "basic rate"; provided that the Owner agrees to pay the first \$10,000.00 toward the basic rate from a fund set aside for such purpose by the Regents of the University of Oklahoma pending the issuance and sale of bonds for the above-mentioned project, such initial payment to be made upon completion and acceptance of preliminary plans, and provided further that the Owner's agreement to pay the remainder of the basic rate shall be conditional upon sale and delivery of bonds to finance the planning and construction of the project. This contract shall not create any general obligation against the State of Oklahoma, or the University of Oklahoma, or the Regents of the University of Oklahoma, and, except for the initial payment of \$10,000, shall be a special obligation payable solely from the proceeds of the power plant bond issue.

The parties hereto further agree to the following conditions:

1. THE ARCHITECT-ENGINEER'S SERVICES. - The Architect-Engineer's professional services consist of the necessary conferences, the preparation of finished preliminary sketches and working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts; and complete supervisory services during construction as outlined below.

The Architect-Engineer agrees to furnish thirty (30) sets of plans and specifications to the Owner for the basic fee specified in this contract. Additional copies will be supplied at cost, as requested.

The Architect-Engineer agrees to complete his portion of the work with all possible diligence and speed consistent with proper study and care.

2. PAYMENTS. - Payments to the Architect-Engineer on account of his fee shall be made as follows:

A. A total of \$5,000.00 shall be paid for the preliminary studies, cost estimates and finished preliminary sketches.

B. A payment sufficient to bring total payments to three percent (3%) of the estimated cost of the project when the working drawings and specifications are completed, and approved by the Owner.

C. Payments to the Architect on account of supervision shall be made from time to time as the work progresses, on the basis of two percent (2%) of the funds expended.

D. Final payment shall be computed on the five per cent (5%) basic rate of final actual contract cost, less previous payments.

No deduction shall be made from the Architect-Engineer's fee on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

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3. SUPERVISION OF WORK. - The Architect-Engineer agrees to provide architectural supervision throughout the construction of the project. This shall include the maintaining of a full time superintendent on the project, whose selection shall be subject to approval of the Owner, and who will be paid by the Architect-Engineer; also trips to the project by one of the members of the firm to consult with the Owner and the Architect-Engineer's superintendent, and to correlate and check the work of the superintendent. These trips shall be made as the conditions at the project require, but in any event shall be not less than approximately two per week.

The Architect-Engineer shall at all times endeavor to guard the interests of the Owner, and to be responsible for the clerical administration of the architectural supervision, including issuance of Order Certificates of Payment to the Contractor and the checking of shop drawings.

The Architect-Engineer agrees to provide such large scale detail drawings as are needed and customarily provided during construction.

4. TRAVEL EXPENSES. - It is mutually agreed that the Architect-Engineer will pay all travel expenses incurred by his organization between Oklahoma City and Norman. If other travel should be required by the Owner, he shall reimburse the Architect-Engineer for the actual cost of the travel and lodgings.

5. DEFINITION OF THE COST OF THE WORK. - The cost of the work as herein referred to, means the cost to the Owner of all work arising under the Architect-Engineer's plans and specifications, and includes all insurance, compensation and other items usually included in a project cost, but such cost shall not include any Architect's or Engineer's fees or reimbursements.

6. OWNERSHIPS OR DOCUMENTS. - The original drawings as instruments of service are the property of the Architect-Engineer whether the work for which they are made is executed or not.

7. SUCCESSORS AND ASSIGNMENTS. - The Owner and the Architect-Engineer each binds himself, his partners, successors, executors; administrators and assigns to the other party to this agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Architect-Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

8. ARBITRATION. - All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party.

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The Owner and the Architect-Engineer hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

ATTEST: REGENTS OF THE UNIVERSITY OF OKLAHOMA, OWNER

E. R. Kraettli, Secretary By \_\_\_\_\_ President

WITNESS: COSTON & FRANKFURT, ARCHITECT-ENGINEER

On motion by Benedum, seconded by Shepler, the form of agreement was approved.

President Cross recommended that the Regents authorize advertisement for bids on purchase of equipment and construction of the building for a new Power Plant. It is necessary that bids be received before a final commitment can be made on sale of bonds to finance the project.

On motion by Shepler, seconded by Dr. White, it was voted to approve the recommendation.

President Cross recommended approval of Change Order No. 1 covering Account No. 496-2-770-0042 for Boiler Plant, University Hospital, Oklahoma City, total cost \$320.17.

Approved on motion by Regent White.

Returning again to the question of the purchase of land for the Southern Oklahoma Hospital, Regent Benedum offered the following Resolution:

RESOLUTION

WHEREAS:

By Senate Bill No. 140, page 665 Acts of the Twenty-first Legislature an emergency appropriation was made to the Oklahoma State Regents for Higher Education in the sum of \$3,650.00 to be allocated to and among the constituent institutions of Higher Learning; and

WHEREAS, the Regents of the University desire that this sum be allocated to said Regents for the purpose of purchasing 30 acres of land in Carter County, Oklahoma, for the use and benefit of the Southern Oklahoma Hospital, said 30 acres being described as follows:

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The SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , and the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , of Section Thirty-six (36), Township Four (4) South, Range one (1) East, in Carter County, Oklahoma, and

WHEREAS, It is the understanding of the Regents of the University that six citizens hold title to an undivided 6/7 of the above thirty acres and that they stand ready to convey such undivided interest to the State of Oklahoma for the use and benefit of the said Southern Hospital at Ardmore upon the payment of 6/7th of the said proposed allocation of \$3,650.00. It is also the intention of the Regents to acquire the above 6/7 interest and also to acquire, either by private purchase or by condemnation, the other outstanding one-seventh interest in said tract.

THEREFORE, BE IT RESOLVED That the Regents of the University of Oklahoma request the Oklahoma State Board of Regents for Higher Education to allocate to the Regents of the University the sum of \$3,650.00 so appropriated by Senate Bill 140 for the purchase of the land above described for the purposes herein set forth.

Moved by Regent Benedum that the resolution be adopted, seconded by Regent Shepler and on vote taken, Regents Benedum, Shepler, White, Deacon, voted in affirmation and the resolution was declared carried.

President Cross read a letter from Reverend Edmund P. Frank, Pastor of The Trinity Lutheran Church, Norman, requesting a "ministerial discount" of fees on his enrollment.

It was the sense of the Regents that it is inadvisable to establish such a precedent, and President Cross was asked to notify Reverend Frank accordingly.

There being no further business, the meeting was adjourned at 3:30 P.M.

Emmet R. Kratt  
Secretary