

SPECIAL MEETING
REGENTS OF THE UNIVERSITY OF OKLAHOMA
MONDAY, AUGUST 7, 1950
NURSES' HOME, UNIVERSITY HOSPITAL
OKLAHOMA CITY

A special meeting of the Regents was called by the President of the Board at 10:00 a.m. on Monday, August 7, 1950, and it was held in the Lounge of the new Nurses' Home on the Oklahoma City Campus.

The following were present: Regent McBride, President, presiding; Shepler, Emery, Morgan, Benedum, White.

Absent: Regent Shartel.

The meeting was called to consider two items:

- (1) The proposed contract with WKY for televising the five football games to be played at Norman during the 1950 season;
- (2) To receive the report of the special committee of the Regents (Shepler, Benedum, White) on the location of the Cerebral Palsy Institute.

P. A. Sugg, Vice President, WKY Radiophone Company and Athletic Director Charles (Bud) Wilkinson were invited to be present at the meeting but Mr. Wilkinson was unable to attend due to a previous appointment at the Mayo Clinic. A copy of Mr. Wilkinson's letter to President Cross (July 20, 1950) was sent to each Regent in advance of the meeting. Following is a copy of the letter:

"Dr. G. L. Cross
Faculty Exchange

Dear Dr. Cross:

"Enclosed please find the letter and contracts I received from Mr. Sugg of WKY Television.

"In my conference with Mr. Sugg I told him that I did not feel that we should televise our football games. I told him that the decision as to whether or not we would televise would be made by you and the regents, and suggested that he offer us a contract at the best price he felt his station could pay.

"I have discussed this problem with you a number of times, and I am sure that you understand my feelings regarding the matter. However, for the record I should perhaps state them again.

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"First, I feel that the \$3,000.00 fee offered by Mr. Sugg is very fair in relation to the number of television sets in this area and the probably selling price to a TV sponsor. However, I feel that the University will lose far in excess of \$3,000.00 in gate receipts if we televise our games because of the many factors such as traffic problems, weather, etc., which we have discussed previously. Therefore, I am opposed to our granting television rights.

"Mr. Sugg is most anxious to get a definite decision regarding this matter, and I feel we should let him know at the earliest possible date, certainly not later than a week or ten days from the present time, if it is at all possible to get a decision from the regents within this period.

"Respectfully,

/s/ C. B. Wilkinson
C. B. Wilkinson
Athletic Director"

Mr. Sugg made a detailed statement with reference to the matter following which there was a discussion after which Mr. Sugg retired from the meeting.

Regent Emery offered the following resolution and moved its adoption:

RESOLUTION

"WHEREAS, it appears to the Board that although the immediate economic consequences predicted by the Athletic Director and the Athletic Council to result from the 'live' telecasting of the University football games at Norman will ensue, nevertheless it appears to the Board that the larger, long range interests of the University will be better served by the 'live' televising of all University activities, including athletics;

"THEREFORE, be it resolved: That the President of the University be authorized to make and enter into the contract proposed between the University and WKY to televise the 1950 football games of the University played at Norman."

The motion was unanimously adopted. Following is a copy of the contract:

AGREEMENT

THIS AGREEMENT made this 18th day of July, 1950, by and between the ATHLETIC COUNCIL OF THE UNIVERSITY OF OKLAHOMA, hereinafter referred

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President Cross stated he would like to present several items and he was asked to proceed.

Recommended approval of the following policy concerning leave of absence for military service:

"All full-time monthly salaried University employees shall be entitled to leave of absence for military service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave.

"Employees whose military service extends beyond thirty (30) days shall be granted indefinite leave of absence for the duration of military service, but shall be removed from the payroll after the first thirty (30) days of such leave, since the thirty (30) days leave with pay shall compensate for vacation time to which the employee might otherwise be entitled. The above stated policy shall apply to academic as well as nonacademic personnel."

Approved.

President Cross recommended that the matter of housing for men be reopened for consideration. He stated he feels now that he made a mistake (Regents meeting April 19, 1950; P. 3451) in recommending that we do not enter into a housing program for men at this time. He stated further, if the war continues it is entirely possible that training programs on the campus will be authorized which would bring additional men for which housing is not now available. Also, it is very probable that the GI program will be reopened for men now in service. Building costs have advanced from ten to fifteen per cent since the matter was first discussed and in his opinion costs will not decrease in the future.

He reported, in accordance with a resolution adopted at the meeting on April 19, 1950 (P. 3456) an application was filed for "Advance of Federal Funds for Preparation of Plans for Men's Dormitory Project" and that an advance payment in the amount of \$26,400 had been authorized.

President Cross recommended that he be authorized and directed to investigate costs that would be involved to construct housing for men, the same as for women, to advertise for bids to be presented to the Regents for more thoughtful consideration of the problem; and that the President of the Regents be authorized to execute all documents required by the Government for the acceptance of the advance payment of \$26,400 to aid in financing the cost of plan preparation.

Regent Emery moved, seconded by Regent Benedum, that the President's recommendation be approved. The motion was unanimously adopted.

A copy of the complete documents follows:

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UNITED STATES OF AMERICA
HOUSING AND HOME FINANCE AGENCY
OFFICE OF THE ADMINISTRATOR
COMMUNITY FACILITIES SERVICE

AGREEMENT FOR PUBLIC WORKS PLAN PREPARATION

Contract No. H(600)-17

Project No. Okla. 34-P-1037

To: Regents of the University of Oklahoma
Norman, Oklahoma

Pursuant to the provisions of Public Law 352, 81st Congress, approved October 13, 1949, Reorganization Plan No. 17, effective May 24, 1950, and your application, as amended and supplemented, and subject to the Terms and Conditions, dated March 15, 1950, attached hereto and made a part hereof, the UNITED STATES OF AMERICA, acting by and through the Housing and Home Finance Administrator, hereby offers to make you an advance of not to exceed \$26,400.00 to aid you in financing the cost of plan preparation, including but not limited to preliminary investigations, studies and an architectural report including cost estimates, final complete plans, working drawings, detailed specifications including proposed contract documents and cost estimates for the proposed construction of a men's dormitory system, all as is provided in the application of May 22, 1950, and all data supplementary thereto and explanatory thereof.

By the acceptance of this offer, you agree to complete the above-described plan preparation within 65 days from the receipt of the initial advance and covenant that you will repay the advance when required to do so under the provisions of said Law and Terms and Conditions.

This 1st day of August, 1950.

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By /s/ W. H. Sindt
W. H. Sindt
Division Engineer

ACCEPTANCE

Accepted this day of August, 1950.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

By _____ (Name)
President, Board of Regents (Title)

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copy of its letter to the architect and/or engineer containing instructions to proceed with the aforesaid plan preparation. Upon receipt of such requisition and supporting data, in satisfactory form, the initial advance payment will be made. The remaining payment of the advance may be requisitioned when the plan preparation is completed, final costs are determined and presented to the Government together with evidence of the Applicant's approval thereof, including specifically the then estimated cost of constructing the public work contemplated by the plan preparation, and any other approvals required by State or local law. Upon receipt of such data, in satisfactory form, and if the Government is satisfied that the Applicant has complied with all its obligations under the said Agreement the balance of the advance not exceeding actual cost will be paid.

6. The Applicant shall promptly refund to the Government any portion of the Government's advance which is in excess of the cost to the Applicant of the plan preparation.

7. If the Applicant shall cause or permit the plan preparation to be abandoned prior to its completion without the Government's consent, the Government shall be relieved of all of its obligations under the Agreement and the Applicant shall promptly refund to the Government any portion of the advance that has been paid by the Government. However, if such abandonment is formally consented to or concurred in by the Government, on the basis that it is to the Government's interest to abandon the plan preparation, the Government's obligation with respect to payment of an advance shall remain in effect but shall be limited to the amount of the Applicant's liability for the cost of the plan preparation at the time of the abandonment, as determined by the Government.

8. The Government may elect to terminate all or any of its obligations under the said Agreement and to recover any and all funds advanced to the Applicant under such Agreement:

- (a) If any representation of the Applicant in its application or in any supplement thereto or amendment thereof, or in any documents submitted to the Government by the Applicant in connection with such application, shall be incorrect or incomplete in any material respect;
- (b) If the Applicant shall fail to commence or complete promptly the plan preparation within the time provided therefor in the Agreement or within the limits of any extension of time as may be approved by the Government, or if the Applicant shall fail otherwise in the performance or fulfillment of any of its obligations to be performed or fulfilled under the Agreement;
- (c) If the Applicant shall fail to submit or cause to be submitted to the Government any reports, data, plans, drawings, specifications, contracts, estimates, or other documents pertaining to the plan preparation contemplated by the Agreement, that may be requested by the Government;

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- (d) If any official of the Applicant shall become directly or indirectly interested personally in any contract or sub-contract in connection with the aforesaid plan preparation.

9. In the event the Applicant has employed or shall employ any person, firm, or corporation, excepting bona fide employees and persons, firms, or corporations employed under a bona fide contract to render professional or technical services only, to solicit or secure the advance covered by the Agreement to which these Terms and Conditions relate, or any other contract right under such Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, the Government shall have the right to annul said Agreement without liability or in its discretion to deduct from the advance otherwise payable under the Agreement the full amount of such commission, percentage, brokerage, or contingent fee.

10. The advance shall be repaid in its entirety without interest when the construction of the public works planned with the aid of the Government's advance is undertaken or started: Provided, however, if the advance is made to finance the plan preparation of two or more public works which are specifically described in the said Agreement as separate units, the advance shall be repayable only with respect to each such separate unit when construction of such separate unit is undertaken or started and only in the proportion which the estimated cost of the separate unit placed under construction bears to the estimated cost of all the public works described in the Agreement, which proportion shall be determined by the Government. The construction shall be considered as undertaken or started when the first construction contract is awarded or the Applicant begins construction with its own forces.

11. In the event the Applicant should, for any reason, fail to repay promptly the advance or any portion thereof in accordance with its obligation to do so whether such obligation shall arise by operation of law or under the said Agreement, such unpaid sum shall bear interest at the rate of six (6%) per centum per annum from the date of the Government's demand to the Applicant for the repayment to the date of payment thereof by the Applicant.

12. The Government shall not be obligated or liable under the Agreement to any party other than the Applicant.

13. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Government's advance or in any benefit arising therefrom.

14. The said Agreement is made subject to the following special conditions:

None

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ACCEPTANCE OF THE AGREEMENT

WHEREAS, on the 22nd day of May, 1950, there was filed with the Community Facilities Service of the General Services Administration, now Housing and Home Finance Agency, in behalf of Regents of the University of Oklahoma (herein called the "Applicant"), an application for an advance under the provisions of Public Law 352, 81st Congress, and the UNITED STATES OF AMERICA, acting by and through the Division Engineer, Division 6, Community Facilities Service, has transmitted to the Applicant for acceptance an Agreement for Public Works Plan Preparation, dated August 1, 1950, in connection with the Project referred to in said application and generally described in said Agreement; and

WHEREAS, said Agreement has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Applicant's public records; and

WHEREAS, it is deemed advisable and in the public interest that said Agreement be accepted;

NOW, THEREFORE, be it resolved by the Board of Regents of the Applicant that the said Agreement, a true and correct copy of which, including the Terms and Conditions, dated March 15, 1950, is hereto attached, be and the same hereby is accepted without reservation or qualification, and the proper officials of the Applicant are authorized to execute documents evidencing such acceptance and requesting funds.

Passed by the aforementioned governing body of the Applicant on the _____ day of _____, 1950.

Approved on the _____ day of _____, 1950, by the President of the Board of Regents of the Applicant.

(Signed) _____
President, Board of Regents

(SEAL)

ATTEST:

Secretary, Board of Regents

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CERTIFICATE OF RECORDING OFFICER

I, the undersigned, the duly qualified and acting Secretary of the Regents of the University of Oklahoma (herein called the "Applicant") and the keeper of the records of the Applicant, including the journal of proceedings of the Board of Regents (herein called the "Governing Body"), do hereby certify:

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1. That the attached Acceptance of the Agreement of the United States of America (herein called the "Acceptance"), accepting the Agreement of the United States of America, is a true and correct copy of the Acceptance as finally adopted at a meeting of the Governing Body held on the date specified at the foot of such Acceptance, as approved in the manner and date stated at the foot of such Acceptance, and as duly recorded in my office;

2. That the Agreement (with the Terms and Conditions) attached to the Acceptance is a true and correct copy of the Agreement of the United States of America which has been duly accepted by the Applicant, and an executed Counterpart of such Agreement is on file in my office;

3. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner and for the adoption of said Acceptance; that all other requirements and proceedings under the law incident to the proper adoption or passage of said Acceptance, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 1950.

(Name of Officer)

Secretary, Board of Regents
(Title of Officer)

(S E A L)

The preliminary plans for the addition to the Chemistry Building were presented and President Cross recommended approval.

Regent Emery moved, seconded by Regent White, and voted, that the preliminary plans be approved.

Recessed for luncheon at the University Hospital, and reconvened thereafter in the Nurses' Home Lounge. The Chair announced that the special committee had requested additional time - until 3:30 p.m. - to consider the Spastic Institute matter and that the Regents would adjourn to meet in the Oklahoma Club at that time.

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3:30 p.m. - Oklahoma Club

Regent Shepler, Chairman of the special committee stated there are arguments on both sides of the spastic institute problem; that the training phase is of almost equal importance to the medical phase, and that rather than bringing a recommendation to the Board, the committee desires to bring the case before the Board and let the Board make the decision. He stated in his opinion the Institute would function in either place.

The Chair asked for a discussion of the matter. Regent White expressed the opinion it should be located in "our" medical center.

Mr. Benedum stated that Mr. Harlan George, the director of the Institute, had made a survey and that most parents of the children preferred Norman. Mr. Benedum expressed the opinion the Institute should be located in Norman.

Following the discussion Regent White made the following Motion:

"I move to rescind the prior action in voting to locate the Cerebral Palsy Institute on the campus at Norman, and that it be located on the campus of the University of Oklahoma School of Medicine in Oklahoma City."

A roll call vote was had on the motion with the following result:

Regents Emery, Shepler, Morgan, White voted AYE
Regent Benedum voted NO

The Chair declared the motion carried.

There being no further business the meeting was adjourned at 4:30 p.m.



Emil R. Kraettli, Secretary

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