

MINUTES OF A REGULAR MEETING  
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA  
THURSDAY, FEBRUARY 13, 1964

A regular meeting of the Board of Regents of the University of Oklahoma was held in the office of the President of the University, Norman, on Thursday, February 13, 1964, at 10:30 a.m.

The following were present: Regent Eph Monroe, Vice President, presiding; Regents Johnson, Davidson, Little, and Houchin.

ABSENT: Regents Northcutt and Rothbaum.

The minutes of the meeting held on January 9, 1964 were approved.

President Cross distributed copies of a report on the status of the capital improvement projects on the Norman Campus which were made possible by the \$7,000,000 in bond funds provided in H.B. 779, 28th Oklahoma Legislature.

He also presented the most recent projected enrollment estimate which was prepared by the University's Enrollment Trends Committee. The estimated total enrollment for the Norman Campus is as follows:

1964 - 14,987	1968 - 22,836
1965 - 16,909	1969 - 24,518
1966 - 18,637	1970 - 25,976
1967 - 20,543	

At the January Regents' meeting (p. 7642) it was agreed to request a hearing before the State Regents for Higher Education relative to a reallocation of the State bond funds for the Medical Center. President Cross reported that the Governor has requested an opinion from the Attorney General on the use of the State bond funds and that the State Regents would like to have this opinion before reconsidering the reallocation of funds for the Medical Center. After consultation with the Chairman of the Regents' Medical School Committee it was decided to delay the request for a hearing until an opinion has been rendered.

President Cross presented the following letter:

"February 12, 1964.

"To President George L. Cross and  
the Members of the Board of Regents  
of the University of Oklahoma

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"Dear Sirs:

"I note that a proposal is being considered by you to provide for annual teaching awards to three faculty members who demonstrate superior skills in teaching.

"I am opposed to the creation of such an award for the following reasons:

"First, we already have a distinguished professorship - the Boyd Professorship - which is to be granted on a basis of teaching and counseling students. Although I do not think it has always been awarded on a basis of these criteria but often has been used as a second research professorship award, it represents a substantial recognition of superior teaching and not merely an ephemeral grant.

"Second, if superior teaching is really considered valuable and important by us as educators, it should be recognized in the manner of the Boyd Professorship and not in so passing a manner as an annual award. For my part, I would not accept such an annual award as I once did. To be a really great, sincere, and dedicated teacher requires a similar devotion to preparation and energy exhibited in the classroom as does dedicated library and laboratory work, and writing. It should be so recognized.

/s/ John Paul Duncan  
John Paul Duncan  
Professor of Government"

President Cross stated that Professor Francis Joseph Kovach, Associate Professor (designate) at Villanova University, has been selected for the Skogsberg Chair of Philosophy, and the offer of appointment at the rank of Associate Professor has gone to him. Professor Kovach is required to sign a contract at Villanova this week if he plans to stay there. He wishes to accept our offer but is concerned about the fact that the appointment cannot be made final without the approval of the Regents. A brief biographical sketch was presented for the information of the Regents.

President Cross recommended that the Regents accept this appointment as a part of the February agenda, so that Professor Kovach may be made a firm offer before the end of this week. The Regents unanimously agreed to include this appointment in the agenda.

President Cross further recommended the appointment of Dr. Francis Joseph Kovach as Skogsberg Associate Professor of Philosophy at a salary of \$10,092 for 9 months, effective September 1, 1964, with \$10,000 of this salary to be paid from the gift of the Skogsberg Foundation.

Approved on motion by Regent Davidson.

FACULTY PERSONNEL

LEAVES OF ABSENCE WITHOUT PAY:

William C. McGrew, Professor of Accounting, September 1, 1964 to June 1, 1965.

Harry A. Holloway, Associate Professor of Government, September 1, 1964 to June 1, 1965.

Jack Reynolds, Assistant Professor of Electrical Engineering, January 16 to June 1, 1964.

APPOINTMENTS:

Mohamed M. Al Sayyad, Visiting Professor of Geography, \$675 for 4½ months, January 16 to June 1, 1964.

Edith Mahler, Professor of Home Economics, \$99 per month, 1/4 time, January 16 to June 1, 1964.

Geoffrey Marshall, Assistant Professor of English, \$7,356 for 9 months, September 1, 1964.

Beatrice Jepson Meyer, Visiting Assistant Professor of Home Economics, \$740 for 4½ months, 1/4 time, January 16 to June 1, 1964.

Richard G. Pearson, Visiting Assistant Professor of Industrial Management Engineering, \$900 for 4½ months, 1/4 time, January 16 to June 1, 1964.

Benjamin M. Snieber, Visiting Assistant Professor of Law, \$5,500 for 4½ months, January 16 to June 1, 1964.

William Bernard Stavinhos, Visiting Assistant Professor of Pharmacology, College of Pharmacy, \$2,250 for 4½ months, 1/2 time, January 16 to June 1, 1964.

Orlando C. Elsea, Assistant Professor of Psychology, part time, January 16 to June 1, 1964. Paid by Field Development Services.

Thomas Adams, Adjunct Assistant Professor of Zoology, no salary, November 1, 1963.

Elnor Zen Million, Instructor in Engineering, \$1,500 for 4½ months, 1/2 time, January 16 to June 1, 1964.

Ruth P. David, Special Instructor in Library Science, \$967.50 for 4½ months, 1/3 time, January 16 to June 1, 1964.

William H. Lowry, Special Instructor in Library Science, \$742.50 for 4½ months, 1/6 time, January 16 to June 1, 1964.

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Joseph James Kincaid, Instructor in Modern Languages, \$6,516 for 9 months, September 1, 1964.

Joseph Alois Rieger, Instructor in Pharmacology, College of Pharmacy, \$1,710 for 4½ months, 1/2 time, January 16 to June 1, 1964.

Fred R. Barnes, Instructor in Social Work, part time, January 16 to May 31, 1964. Paid by Field Development Services.

Howard Walkingstick, Instructor in Social Work, part time, January 16 to May 31, 1964. Paid by Field Development Services.

Thomas Harold Simmons, Visiting Lecturer in Social Work, part time, January 16 to May 31, 1964. Paid by Field Development Services.

Joan Finkenbinder McCrary, Special Lecturer in Home Economics, \$1,443 for 4½ months, 1/2 time, January 16, 1964.

Gary Don Anderson, Teaching Assistant in Chemistry, \$400 for 4½ months, 1/4 time, January 16, 1964.

Ruth Anderson, Teaching Assistant in Chemistry, \$400 for 4½ months, 1/4 time, January 16, 1964.

Ronald R. Carman, Teaching Assistant in Chemistry, \$400 for 4½ months, 1/4 time, January 16, 1964.

**CHANGES:**

William Nelson Peach, Professor of Economics, salary changed from \$5,850, full time, to \$4,387.50, 3/4 time, for 4½ months, January 16 to June 1, 1964.

Hajime Narumi, Visiting Professor of Physics, 1/4 time; also appointed Research Associate, Alfred P. Sloan Fellowship, \$600 per month, 3/4 time, January 1 to May 16, 1964.

William S. Burgett, Associate Professor of Architecture, salary rate increased from \$7,356 to \$7,920 for 9 months, January 16, 1964.

Jim P. Artman, Associate Professor of Modern Languages, Editor, University Publications, salary changed from \$821 per month to \$1,046.50 per month, February 1 to June 1, 1964 and \$1,093 per month, June 1 to September 1, 1964. (Directing NDEA Foreign Language Institute)

Charles Russell Crane, Jr., title changed from Adjunct Associate Professor to Visiting Associate Professor of Chemistry, salary changed from -0- to \$1,000 for 4½ months, 1/4 time, January 16 to June 1, 1964.

Carolyn W. Sherif, Associate Professor of Sociology, salary increased from \$888, 1/4 time, to \$1,776, 1/2 time, for 4½ months, January 16 to June 1, 1964.

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Andrew Cosgarea, title changed from Associate Professor of Chemical Engineering and of Metallurgical Engineering, and Director of Nuclear Reactor Laboratory to Associate Professor of Chemical Engineering and of Metallurgical Engineering, January 16, 1964.

Richard A. Kroeger, Instructor in Aerospace and Mechanical Engineering, returned from leave of absence without pay; \$172.33 per month, 1/4 time, January 16 to June 1, 1964.

Albert E. Wilson, title changed from Chief Supervisor to Director of Nuclear Reactor Laboratory, salary increased from \$2,682 for 9 months, 1/3 time, to \$5,023.98 for 12 months, 1/2 time, January 16, 1964. Also Special Instructor in Nuclear Engineering in Chemical Engineering, salary changed from -0- to \$3,768 for 9 months, 1/2 time, January 16, 1964.

Robert E. Sullivan, Special Instructor in Chemical Engineering and Reactor Supervisor, Nuclear Reactor Laboratory; also appointed Special Instructor in Aerospace and Mechanical Engineering, \$175 per month, 1/4 time, January 16 to June 1, 1964.

Willis Osborne Sadler, title changed from Instructor to Special Instructor in Modern Languages, January 1, 1964.

Robert G. Richardson, title changed from Graduate Assistant to Special Instructor in Zoology, salary increased from \$1,000 to \$1,275 for 4½ months, 1/2 time, January 16, 1964.

#### RESIGNATIONS:

Stanley H. Lowy, Associate Professor of Aerospace and Mechanical Engineering, January 16, 1964.

William Allen Kaighn, Instructor in Architecture, January 16, 1964.

David Gray Ruffer, Special Instructor in Zoology, January 16, 1964.

#### DEATH:

Wen Hong Wong, Visiting Assistant Professor of Physics, January 24, 1964.

#### GRADUATE ASSISTANTS

#### APPOINTMENTS:

Farsheed Abidi, Aerospace and Mechanical Engineering, \$900 for 4½ months, 1/2 time, January 16, 1964.

Sidiq M. Dar, Aerospace and Mechanical Engineering, \$1,000 for 4½ months, 1/2 time, January 16, 1964.

- Roy William Lent, Botany, \$1,000 for 4½ months, 1/2 time, January 16, 1964.
- Robert D. Van Auken, Business Management, \$450 for 4½ months, 1/4 time, January 16, 1964.
- William Michael Lorkovic, Chemical Engineering and Materials Science, \$1,125 for 4½ months, 1/2 time, January 16, 1964.
- J. R. Izelen, Chemistry, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Earl K. Jones, Chemistry, \$1,000 for 4½ months, 1/2 time, January 16, 1964.
- Jerry Edward Jones, Chemistry, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Thomas James Nolan, III, Chemistry, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Thomas Velbert Willoughby, Chemistry, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Glendel W. Atkinson, Economics, \$900 for 4½ months, 1/2 time, January 16, 1964. Appointment in NDEA, International Studies, changed from 1/2 time to 1/4 time, September 1, 1963.
- Gray Allan Braden, Geography, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Phyllis Helen Williams, Geography (NDEA, International Studies), \$900 for 4½ months, 1/2 time, January 16, 1964.
- Georgiana Van Laanen, Home Economics, \$450 for 4½ months, 1/4 time, January 16, 1964.
- Stanley W. Hoig, Journalism, \$450 for 4½ months, 1/4 time, January 16, 1964.
- Lenka Karikas, Music, \$450 for 4½ months, 1/2 time, January 16, 1964.
- Max Elwyn Reed, Physics, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Julian M. Burn, Psychology, \$1,000 for 4½ months, 1/2 time, January 16, 1964.
- Michael Kulla, Psychology, \$1,000 for 4½ months, 1/2 time, January 16, 1964. Resigned Graduate Assistantship in Psychological Clinic, January 16, 1964.
- Harold H. LeCrone, Psychology, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Leslie Howard Leibowitz, Psychology, \$900 for 4½ months, 1/2 time, January 16, 1964.
- Edward C. Carroll, Zoology, \$900 for 4½ months, 1/2 time, January 16, 1964.

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Anthony Echelle, Zoology, \$900 for 4½ months, 1/2 time, January 16, 1964.

Howard Russell Hopkins, Zoology, \$1,000 for 4½ months, 1/2 time, January 16, 1964.

Barbara Rae Neas, Zoology, \$900 for 4½ months, 1/2 time, January 16, 1964.

**CHANGES:**

June Autry Duncan, English, salary increased from \$1,000, 1/2 time, to \$1,500, 3/4 time, for 4½ months, January 16, 1964.

Robert Wayne Green, English, salary increased from \$1,000, 1/2 time, to \$1,500, 3/4 time, for 4½ months, January 16, 1964.

Zollene Bennett, Music, salary increased from \$450, 1/4 time, to \$900, 1/2 time, for 4½ months, January 16, 1964.

Lloyd Gordon Ward, Sociology, salary increased from \$450, 1/4 time, to \$1,350, 3/4 time, for 4½ months, January 16, 1964.

**RESIGNATIONS:**

Leonard Henry Milacek, Chemical Engineering, January 16, 1964.

Delbert Mueller, Chemistry, February 1, 1964.

John R. Webb, Chemistry, January 16, 1964.

D. June Gibson, Journalism, January 16, 1964.

David Joseph Seymour, Mathematics, January 16, 1964.

Gerald Fredrick Abel, Music, January 16, 1964.

Joseph Ferrerio, Music, January 16, 1964.

Edward Tak Ping Lee, Physics, January 16, 1964.

W. G. Black, Psychological Clinic, February 1, 1964.

James Lynn Eumas, Psychological Clinic, February 1, 1964.

Barry Todd Hirsch, Psychology, January 16, 1964.

Mary Kaye Phifer, Psychology, January 16, 1964.

James K. Shafer, Psychology, January 16, 1964.

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John H. West, Psychology, January 16, 1964.

James W. Leggitt, Sociology, January 16, 1964.

Philip W. Ogilvie, Zoology, January 16, 1964.

Lewis W. Oring, Zoology, January 16, 1964.

Approved on motion by Regent Davidson.

At the June, 1963 (p. 7405) meeting the Regents approved procedures recommended by the University Senate for nominating members of the faculty each year to receive a Regents' Award for Superior Teaching. The Senate had recommended procedures which would culminate in five nominations each year but left the character of the awards and the manner of their presentation to be determined by the Regents.

At the December meeting the Regents requested that the President make recommendations on these points for the Regents' consideration.

The recommendations are as follows:

1. The purpose of the Regents' Award for Superior Teaching shall be to recognize and reward members of the University of Oklahoma faculty who have demonstrated superior teaching skill and to encourage all members of the faculty to improve their effectiveness as teachers.
2. From the five nominations that reach the President each year three will be chosen to receive the award. It will be considered desirable that at least one of the three shall have been a teacher for not more than ten years.
3. The final selection of the three recipients will be made by a committee of three Regents, appointed by the President of the Regents.
4. The Award will consist of (a) a cash award of \$500, (b) a merit salary increase of not less than \$500 in the budget year next following the selection, and (c) affixing a name plate to a permanent plaque to be placed in a prominent and suitable location (preferably in the University Library).
5. No recipient shall be eligible for re-nomination for the Regents' Award for Superior Teaching for three years after he receives the award, and no David Ross Boyd Professor shall be eligible for nomination.
6. Announcements of the recipients will be made by the President of the Regents at the stated April meeting of the General Faculty. The recipients will be recognized by the President of the Regents and presented their awards at the regular Fall Convocation for New Students.



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President Cross stated that if the above recommendations are approved they will be combined with the University Senate's recommendations already approved by the Regents and the complete canon will then be published to the Faculty.

During a discussion of the Award, Regent Houchin expressed the feeling that money should not be given in recognizing superior teaching, except salary-wise. Regent Houchin moved the recommendations be approved, except No. 4, which was changed to read as follows:

4. The Award will consist of (a) affixing a name plate to a permanent plaque to be placed in a prominent and suitable location (preferably in the University Library), and (b) a merit salary increase of not less than \$500 in the budget year next following the selection.

The motion was unanimously approved.

Mr. Raymond Crews, Business Administrator, was invited to the meeting during consideration of items pertaining to the Medical Center.

President Cross presented the following letter under date of February 4, 1964, from the Oklahoma City Urban Renewal Authority:

"University of Oklahoma Medical Center  
800 N. E. 13th Street  
Oklahoma City, Oklahoma

Attention: Mr. Raymond D. Crews  
Superintendent:

Re: University of Oklahoma Medical  
Center Expansion Program

"Gentlemen:

"The Urban Renewal Program for Oklahoma City requires certain documentation from all public agencies that are coordinating their efforts for expansion or development in or adjacent to the Urban Renewal Area. As you know, the objectives of the Urban Renewal Plan adjacent to your expansion area are to improve and renew the neighborhood and to improve the environment adjacent to your expansion area.

"The documentation required by the Housing & Home Finance Agency is to establish a working relationship which will aid the Urban Renewal Authority and the City of Oklahoma City in meeting its financial obligation. For every dollar that is spent for this expansion program such dollar is creditable toward this city's one-third.

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"I have transmitted a number of documents that should be retained in the file of the Regents of the University of Oklahoma, as copies of those forwarded to the federal agency, as follows:

- "1. Certificate of Transcript, State of Oklahoma, from the office of the Secretary of State
- "2. Project Eligibility Data, State University Hospital Expansion Area.

"I have enclosed fifteen copies of a resolution approving a cooperation agreement with the Oklahoma City Urban Renewal Authority, and attached thereto a Certificate of Recording Officer. I would appreciate your requesting this resolution to be considered at the next meeting of the Regents of the University of Oklahoma. This agreement executed by the appropriate officers in 5 copies will meet the requirements of the EHRA and aid the Authority in financing and completing the University Medical Center Urban Renewal Program.

"If I may be of further assistance in proceeding with this request, please call.

Very truly yours,

/s/ J. T. Yeilding

JAMES T. YEILDING  
Executive Director"

President Cross also presented a letter from Dr. E. T. Dunlap, Chancellor of the State Regents for Higher Education, as follows:

"January 29, 1964

"Mr. James T. Yeilding  
Oklahoma City Urban Renewal Authority  
22 Park Avenue, Suite 307  
Oklahoma City 2, Oklahoma

Re: University Medical Center  
Urban Renewal Program,  
Okla. R-20

SUBJECT: Proposed Expansion of Higher  
Education Facilities in Oklahoma

"Gentlemen:

"You have on file the Reports 1 through 4 of the Self-Study of Higher Education in Oklahoma prepared by the State Regents for Higher

Education. This Self-Study of Higher Education in Oklahoma which began in January, 1962, is designed to accomplish the following general purposes:

- "1. To identify the needs of the people of the state for education beyond high school.
- "2. To make an inventory and analysis of resources in programs, staffs, finances, and facilities now available for meeting the needs of higher education.
- "3. To determine ways in which present resources and possible additional resources that may be required may be used to achieve objectives of higher education in Oklahoma.
- "4. To inform the Governor, the Legislature and citizens of the state about the problems and needs of Oklahoma higher education and about recommendations for improving its quality and effectiveness.

"In addition to these general purposes this study has certain specific objectives; I wish to call the following particularly to your attention:

- "a. To study and determine possible ways of improving budget building procedures and methods of allocating state appropriations.
- "b. To project the extent of probable financial needs of higher education from the present to 1975.
- "c. To appraise the adequacy in quantity and quality of present institutional facilities and examine ways to utilize physical plants more effectively.
- "d. To aid each institution in better understanding itself and its role in higher education and encourage continued improvement in the quality and effectiveness of institutional programs and services.

"Such studies will of course include the needs for expansion of the University Hospital and School of Medicine. Those portions of the Self-Study of Higher Education which apply to the University Hospital and School of Medicine are scheduled to be completed by early fall of 1964. Under authority of the state bond election of December 3, 1963, which authorized the Legislature to provide \$7,000,000 in expansion funds for the University Medical Center, it is expected that allocation of these funds will be made early in the next session of the Legislature which convenes in January, 1965. It is hoped that federal matching funds may be granted under provision of the Health Professions Educational Assistance Act of 1963 in order to meet the needed improvement and expansion program of \$21,000,000.00.

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"I wish you every success in your renewal program for the University Medical Center Area, and I assure you the continued interest and cooperation of the State Regents.

Cordially yours,

/s/ E. T. Dunlap

E. T. Dunlap  
Chancellor"

President Cross recommended approval of the following Resolution and the Cooperation Agreement with the Oklahoma City Urban Renewal Authority:

**RESOLUTION APPROVING COOPERATION AGREEMENT  
WITH THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

WHEREAS, the Board of Regents of the University of Oklahoma has heretofore approved a plan for expansion of the University Medical Center, South to Tenth Street and East to Stonewall Avenue, and there has now been prepared a Development Plan for such land to be acquired, and

WHEREAS, the Oklahoma City Urban Renewal Authority proposes to execute an urban renewal project in an area adjacent to the land and including some of the land to be acquired for expansion of the University Medical Center, and as a part of the local cost of such urban renewal project the Oklahoma City Urban Renewal Authority proposes to offer as credit the cost to the Regents of the University of Oklahoma of acquiring the land to be acquired by the Regents of the University of Oklahoma for the expansion of the University Medical Center, and the Oklahoma City Urban Renewal Authority has requested the Regents of the University of Oklahoma to enter into the Cooperation Agreement dated the 13th day of February, 1964 between the Regents of the University of Oklahoma and the Oklahoma City Urban Renewal Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of the University of Oklahoma as follows:

1) The Development Plan for the use of the land to be acquired for expansion of the University Medical Center, a copy of which is attached to the Cooperation Agreement, is approved. The administrative officials of the University of Oklahoma, charged with the administration of the University Medical Center, are directed to submit that Development Plan to the Medical Center Improvement and Zoning Commission for approval by that body after public hearing.

2) The Cooperation Agreement, dated the 13th day of February, 1964, between the Regents of the University of Oklahoma and the Oklahoma

City Urban Renewal Authority is approved and the chairman or vice chairman and secretary of the Board of Regents are authorized and directed to execute said Cooperation Agreement for the Regents of the University of Oklahoma.

COOPERATION AGREEMENT

This Cooperation Agreement made and entered into this 13th day of February, 1964, by and between the Regents of the University of Oklahoma, hereafter called "Regents", and the Oklahoma City Urban Renewal Authority, hereinafter called the "Authority". WITNESSETH:

WHEREAS, the University of Oklahoma is governed by a Board of Regents, as provided by the Oklahoma Constitution, Article 13, Section 8, and the University of Oklahoma provides an educational program for which it provides academic degrees at both the undergraduate and at the graduate levels and maintains a University Hospital in connection with the medical school which it operates, and

WHEREAS, the Regents desire to enter into this Cooperation Agreement to state their plans and goals if sufficient funds become available to accomplish them; however, this Agreement is not to be construed as a contract or to be legally binding upon the Regents, but is only to be construed as a statement of intention, and

WHEREAS, Regents are now acquiring and will hereafter acquire certain land in Oklahoma City, Oklahoma, described in Exhibit "A" attached hereto, which land is within one-fourth mile of the boundary of the University Medical Center Urban Renewal Area in which the Authority proposes to conduct an Urban Renewal Project, and

WHEREAS, the cost of acquisition of such land will be eligible as a non-cash local grant-in-aid to defray in part the cost of the Urban Renewal Project and the parties hereto desire to furnish to the Authority assurance that such land will be acquired at such time to be used for such purposes as will make such acquisition costs eligible to be considered as a non-cash local grant-in-aid for the University Medical Center Urban Renewal Project.

NOW, THEREFORE, the parties agree as follows:

- 1) All of the land described in Exhibit "A" to be acquired by Regents is in or in the immediate vicinity of the University Medical Center Urban Renewal Area, all of such property being in or within one-fourth of a mile of one of the boundaries of that Urban Renewal Area.
- 2) The land described in Exhibit "A" is deteriorating and of sufficient size to constitute a stable area in conjunction with the University Medical Center and the University Medical Center Urban Renewal Project.

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3) All of the land described in Exhibit "A", to be so acquired, will be retained for redevelopment in accordance with the approved Development Plan, a copy of which is attached hereto, marked Exhibit "B".

4) The Development Plan, attached hereto, marked Exhibit "B", will be submitted to the Medical Center Improvement and Zoning Commission for approval by that body after public hearing.

5) Of the property described in Exhibit "A", Regents have heretofore acquired certain parcels, the date of acquisition, the description of the parcels acquired and the cost of acquisition being described in Exhibit "C" attached hereto.

6) Regents will, subject to the Legislature of the State of Oklahoma appropriating sufficient funds, acquire the balance of the land described in Exhibit "A" within a period of three (3) years from the date of the undertaking of the University Medical Center Urban Renewal Project by the Oklahoma City Urban Renewal Authority.

Executed the day and year first above written.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

ATTEST:

By \_\_\_\_\_  
Granville Tomerlin, Chairman

\_\_\_\_\_  
Secretary

On motion by Regent Johnson, the Resolution and Agreement were unanimously approved.

**MEDICAL CENTER PERSONNEL**

**APPOINTMENTS:**

J. Rodman Seely, M.D., Associate Professor of Pediatrics, \$1,600 per month, December 15, 1963; changed to \$17,000 for 12 months, January 1, 1964.

Alvin Morton Revzin, Ph.D., Assistant Professor of Research Pharmacology, clinical rates, January 1, 1964.

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Robert J. Blanchard, Ph.D., Instructor in Medical Psychology, Department of Psychiatry, Neurology and Behavioral Science, clinical rates, January 1, 1964.

George Southilet, Ph.D., Instructor in Preventive Medicine and Public Health, clinical rates, January 1, 1964.

Charles Hillman Lawrence, Ph.D., Instructor in Preventive Medicine, \$14,000 for 12 months, December 1, 1963.

Mary Beatrice Schenk, B.S.N., Instructor in Maternal-Child Health Nursing, School of Nursing, \$5,000 for 12 months, January 13, 1964.

Lucien Michele Pascucci, M.D., Visiting Lecturer in Radiology, clinical rates, February 1, 1964.

Raul Emir Chanen, M.D., Clinical Assistant in Medicine, clinical rates, January 1, 1964.

Jerrold Normanly, M.D., Clinical Assistant in Pediatrics, clinical rates, January 1, 1964.

Ellidee Thomas Dotson, M.D., Clinical Assistant in Pediatrics, clinical rates, January 1, 1964.

Charlotte L. Olson, M.D., Clinical Assistant in Pediatrics, clinical rates, January 1, 1964.

Alvin William Patrick, M.D., Clinical Assistant in Pediatrics, clinical rates, January 1, 1964.

**CHANGES:**

G. Rainey Williams, M.D., Professor of Surgery; appointed Vice Chairman of Surgery, January 1, 1964.

Thomas C. Points, M.D., Associate Clinical Professor of Gynecology and Obstetrics; given additional title of Assistant Professor of Preventive Medicine, January 1, 1964.

Frances G. Felton, Ph.D., Associate Professor of Research Microbiology and of Clinical Pathology, salary increased from \$495.75 to \$514.16 per month, January 1, 1964.

Everett C. Braucken, Ph.D., Associate Professor of Microbiological Research in Pediatrics and Microbiology, salary increased from \$11,500 to \$12,000 for 12 months, January 1, 1964.

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M. Jack Keyl, Ph.D., Associate Professor of Physiology, salary increased from \$750.00 to \$833.33 per month, January 1, 1964.

J. Hill Anglin, Jr., Ph.D., Assistant Professor of Research Dermatology and Instructor in Research Biochemistry, salary increased from \$7,200 to \$8,400 for 12 months, January 1, 1964. Also paid an additional \$1,200 for 12 months.

Earl H. Ginn, M.D., Assistant Professor of Medicine and of Urology; given additional title of Assistant Professor of Physiology, February 1, 1964.

Jiro Nakano, M.D. and Ph.D., Assistant Professor of Pharmacology, salary increased from \$10,000 to \$11,000 for 12 months, January 1, 1964.

Joe M. Dabney, Ph.D., Assistant Professor of Physiology, salary increased from \$687.50 to \$770.83 per month, January 1, 1964.

Fay Sheppard, M.S., Instructor in Biochemistry, salary increased from \$433.33 to \$633.33 per month, January 1, 1964.

Barbara F. Braden, M.D., Instructor in Medicine, salary increased from \$8,000 to \$8,500 for 12 months, December 1, 1963.

Adrian A. Kyriakopoulos, M.D., Instructor in Medicine, salary increased from \$725 per month to \$800 per month, October 1, 1963.

Paul Rupert O'Bar, M.D., Instructor in Microbiology; given additional title of Clinical Assistant in Medicine, January 1, 1964.

Jerry B. Scott, Jr., M.S., Research Associate in Physiology, salary increased from \$667 to \$708.57 per month, January 1, 1964.

#### RESIGNATIONS:

Merlin K. DuVal, M.D., Assistant Director of the Medical Center, Professor of Surgery, January 31, 1964.

Gunter R. Haase, M.D., Associate Professor of Neurology, Department of Medicine and Department of Psychiatry, June 30, 1964.

Approved on motion by Regent Johnson.

Mr. Crews retired from the meeting.

#### NON-ACADEMIC PERSONNEL

#### APPOINTMENTS:

Carl Allison, Assistant Football Coach, \$8,112 for 12 months, February 1, 1964.



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Richard C. Heatly, Assistant Football Coach, \$9,612 for 12 months, February 1, 1964.

James Lowell Holleman, Staff Psychologist, Guidance Service, \$7,356 for 12 months, February 1, 1964.

Nancy Lee Mayes, Extension Specialist II, College of Continuing Education, \$400 per month, January 20 to July 1, 1964.

Robert Rhea Jayroe, Jr., Assistant Baseball Coach, \$100 per month, 1/2 time, February 1 to May 1, 1964.

RESIGNATION:

Mary Fox Jackman, Librarian PII, University Libraries, January 13, 1964.

President Cross also presented the following letter from the Chairman of the Athletic Council:

"4 February 1964

"Re: Assistant Football Coaches

"President G. L. Cross  
Faculty Exchange

"Dear Sir:

"Associate Athletic Director and Head Football Coach Gomer T. Jones recommended the appointments of Dick Heatly and Carl Allison as Assistant Football Coaches effective February 1, 1964. He recommended an annual salary for Mr. Heatly for \$9,612 and for Carl Allison at \$8,112.

"The salaries are consistent with the recommendations made to you by the Athletic Council upon receipt of a recommendation by Mr. Jones.

"The Athletic Council is charged with the responsibility of recommending the appointment of coaches and assistant coaches. Our usual procedure is that we accept the recommendation of the Head Coach on the theory that he should have considerable freedom to select his assistants. But we do want to meet the prospects and that has been our practice. In this instance, most of the members of the Council know the two men involved since they played for OU. It has been my personal privilege to see them in the years which have intervened between their time here and their return to the campus. Further, there was the necessity for their immediate use in recruiting. Therefore, the Council did not feel that formal interviews were necessary.

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"We concur in the recommendation of Head Football Coach Gomer Jones that the two men be employed at the salaries mentioned.

Respectfully,

/s/ Earl Sneed

Earl Sneed  
Chairman"

The recommendations for appointment of Assistant Football Coaches and other non-academic personnel were approved on motion by Regent Little.

President Cross presented the following letter under date of January 23, 1964:

"Re: Recommendations of Athletic Council

"President G. L. Cross  
Faculty Exchange

"Dear Sir:

"At a meeting on 21 January 1964, the Athletic Council voted to make the following recommendations to you.

"I. Head Football Coach

"Mr. Gomer T. Jones has been selected as head football coach. The Council recommends that Mr. Jones be employed for a term of four years, effective the date of his appointment, 19 January 1964. Compensation for Mr. Jones is set forth in relation to our recommendation for the Athletic Directorship.

"II. The Athletic Directorship

"The Council recommends that Mr. Gomer T. Jones be appointed Athletic Director, effective 1 March 1964, for a period of four years. This would make Mr. Jones' contract as head football coach coincide with his contract as Athletic Director.

"We recommend that Mr. Jones be paid a salary in his positions as head football coach and Athletic Director as follows:

Base salary	\$13,000.00 - this is to include the present \$500 annuity for which payments are withheld monthly
-------------	--

Expense allowance	\$ 3,500.00	
Annuities	1,900.00	- this represents a \$1,000 and \$900 annuity now being paid annually by the Athletic Department
Total	<u>\$23,400.00</u>	

"It was the unanimous consensus of the Council that the base salary of Mr. Jones be used in any publicity releases concerning the new contract and that there was no need to publicize the expense account. In other words, the Council felt that the compensation for Mr. Jones should be treated in the same manner as was the compensation for Mr. Wilkinson.

"The Council recommends that as head football coach Mr. Jones refrain from receiving any remuneration whatsoever from the Touchdown Club. Mr. Jones agrees. As you know, Mr. Jones has been receiving a yearly supplement of approximately \$2,500 from the Touchdown Club.

"The major change in the compensation paid Mr. Jones under this recommendation would be in the base salary. He is now receiving \$10,596, but in addition is receiving the \$2,500 supplement from the Touchdown Club. His annuities would remain the same as before. Mr. Jones is now receiving \$2,000 in expense money and we recommend an increase in this amount to \$3,500.

"III. Assistant Football Coaches

"The Council received the recommendations of Head Coach Jones for assistant football coaches of 1964 salary recommendations. Mr. Jones requested two new places. However, this adds but one man to the staff since Coach Wilkinson will no longer be available.

"Positions and recommended salaries are:

<u>Assistant Football Coaches</u>	<u>1964 Salary Recommendation</u>
O'Neal, Jay	\$10,860.00
Keith, Robert D.	9,612.00
Thompson, Jerry W.	8,112.00
Dickson, George C.	7,008.00
Cross, D. Leon	5,100.00
Cornell, Robert	6,516.00
Vice	9,612.00
Vice	8,112.00

"IV. Academic Rank

"Since academic rank is determined by a faculty member's department, the Athletic Council thought it preferable for Dr. William Eick,

Chairman of the Department of Physical Education, to make a recommendation concerning the academic rank for Mr. Jones. Mr. Jones is now an associate professor of physical education and Mr. Wilkinson is currently a professor of Physical Education. Mr. Wilkinson received the full professorship in 1947 at the time he became head coach and Athletic Director.

IV. Associate Athletic Directorship

"The Council recommends that, subject to approval by the Athletic Director, that Kenneth E. Farris be appointed associate athletic director, effective 1 March 1964. Again subject to the approval of the Athletic Director, the Council recommends that Mr. Farris' salary be increased from \$11,124 to \$12,300 for twelve months, effective March 1st 1964.

Respectfully submitted,

/s/ Karl Sneed

Karl Sneed  
Chairman, Athletic Council"

After a lengthy discussion, Regent Johnson moved to refer this matter to the Regents' Athletic Committee (Little, Houshka, and Monroe) for further study and report to the Board. Approved.

President Cross presented the following letter of resignation from Mr. C. B. Wilkinson dated January 31, 1964:

"Dear Dr. Cross:

"As you know, there were some confusing circumstances surrounding my resignation as Football Coach and one week later as Athletic Director. At times, established University procedures were by-passed. In order to clarify the record I feel it is best to write you a formal letter of resignation.

"I have resigned as Football Coach effective February 1, 1964. I will resign as Athletic Director, effective February 22, 1964.

"The timing of my resignation as Football Coach was based on my desire to assure the continuance of a successful football recruiting program this year.

"The first signing date for the football Letter of Intent is February 11. By remaining Athletic Director until February 22 and helping with recruiting I believe I can be of assistance to the program to which I have given my best efforts for the past eighteen years.

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"I shall remain forever grateful for all you have done during the years I have been at Oklahoma to assist our football program and to aid my problems and decisions through your everwise counsel and advice.

Respectfully,

/s/ Bud Wilkinson

C. B. Wilkinson"

Mr. Wilkinson's letter of resignation was also referred to the Regents' Athletic Committee.

President Cross stated in recent years the credit hour fee at the Midwest City-Tinker Air Force Base Center has been fixed at \$12.50 per undergraduate credit hour and \$15.00 per graduate credit hour. During this period, and as a matter of fact since the Center was established, the faculty of the University have subsidized the Center in large measure by teaching at a rate which has been substantially less than compensation provided on the Norman Campus. It is now the objective of the Extension Division to offer the same compensation schedule for teaching at the Midwest City Center as is paid on the Norman Campus. In order to be able to do this, it will be necessary for the credit hour fee to be advanced to \$13.00 per credit hour. The Dean of the Extension Division has recommended that such an increase be approved.

At the same time, it is the objective of the Extension Division to encourage the various college faculties to remove the 60-hour limitation on work taken at the Midwest City-Tinker Air Force Base Center which may be applied towards a baccalaureate degree. The Faculty of the College of Business Administration has already taken this action. A survey of the students currently taking work at the Midwest City-Tinker AFB Center has been conducted and an overwhelming majority of the students have indicated their willingness to pay the higher fee when the Center is given residence status.

President Cross recommended that the credit hour fee for undergraduate and graduate courses at the Midwest City-Tinker Air Force Base Center be advanced from \$12.50 and \$15.00 per credit hour to \$18.00 per credit hour, effective at the beginning of the fall term of 1964.

On motion by Regent Houchin, seconded by Regent Johnson, the recommendation was approved.

President Cross reported that Whitehand House has become a part of the 1963 Housing Bond System, and the sum of \$75,000 was included in the bond issue for renovating the physical plant and furniture of this unit in order that Whitehand House might carry its share of the net pledged revenues. The improvements which will be made will provide much better

accommodations to the occupants and are desirable even though an increase in rates to pay for the improvements will be necessary. The recommended semester room charge for Whitehand House is \$120, an increase of \$20 per semester.

The \$120 per semester rate was determined as follows:

Estimated Income (yearly basis)

154 spaces @ \$240 per space	\$36,960	
Less 10% vacancy allowance	<u>3,696</u>	
Gross Revenue		\$33,264

Estimated Expense

154 spaces at \$98 per space		<u>15,092</u>
Estimated Net Revenue		\$18,172
Estimated Pledged Revenue		<u>15,708</u>
Excess Revenue over Pledged Amount		\$ 2,464

President Cross recommended that the semester room charge at Whitehand House be increased to \$120, effective September 1, 1964.

Approved on motion by Regent Davidson.

President Cross stated the proposed room and board rates for the 1964 Summer Session are based on 57 room-occupant days and 41 food service days. The room rates are based on the daily charge in effect for the 1963-64 academic year, and the food service charge is based on a five-day meal ticket at the rate of \$2.00 per day. Persons using cafeteria services on weekends will pay cash for meals. The food service plan is the same as approved for the 1963 summer term.

Room Rates

	<u>Double Room</u>	<u>Single Room</u>
Cate Center	\$70.00	\$ 93.00
New Cate Center	79.00	---
Cross Center	75.00	100.00
Hester-Robertson	70.00	93.00

Food Service Rates

Five-day meal ticket at \$2.00 per day for 41 days = \$82.00

President Cross recommended that room and board rates in University Housing for the 1964 Summer Session be approved as listed above.

Approved on motion by Regent Davidson.

President Cross stated the problem of racial discrimination in approved private housing for students of the University of Oklahoma has been discussed by various groups during the past several years.

Recently the Human Relations Commission of the Student Senate conducted a housing survey and submitted a report which states that 72 of the 108 approved house landlords in Norman would not accept negro students. When questioned as to whether the University should insist on a no discrimination requirement for inclusion on the approved list, 63 of the 108 said "no" and 26 said "yes."

The Human Relations Commission has recommended that the University require approved landlords to agree to a policy of nondiscrimination and that we remove those who do discriminate against negroes or foreign students from the approved list.

Representatives of the Student Senate's Human Relations Commission had asked to be present during the Regents' consideration of this matter and the following were invited to the meeting:

Mr. Ed Feaver  
Miss Etta Perkins  
Mr. Roger Corkin

On motion by Mr. Davidson, the Regents unanimously adopted the following policy:

It is and has been the policy of the University that there be no discrimination by reason of race, nationality, or national origin, within University housing. The Board of Regents wholeheartedly supports this policy, and adopts the further policy that the University officials exert their influence toward the goal that no racial discrimination exist in any private housing in which University students shall live.

To implement this policy, the University officials shall compile a list of all approved private University housing in which the landlords shall agree in writing that no student shall be refused available space on the sole grounds of race, nationality, or national origin, and only this list of approved private University housing shall be published, and any referrals of students by any University officials for private approved housing shall be made to the landlords who have signed such an agreement.

Mr. Feaver, Miss Perkins, and Mr. Corbin expressed their appreciation and retired from the meeting.

A copy of the proposed By-Laws, Rules, and Regulations of Ellison Infirmary were sent to each Regent with the agenda for this meeting.

Dr. Johnson reported that he had had several conferences with Dr. Robinson concerning the proposed By-Laws for Ellison Infirmary. He recommended approval of the By-Laws as written on a tentative basis for a term of 90 days (until the May Regents' meeting to be held in Tulsa). Dr. Johnson felt the By-Laws need further study by legal counsel on the matter of the degree of liability we assume for the professional competence and services rendered by the physicians and staff in the Infirmary.

*see p. 768*

The recommendation by Dr. Johnson was approved.

President Cross reported the sale of the property in Mississippi which was originally part of the Murray Case Sells Estate which was authorized in November, 1963, has not been completed. The one prospective purchaser wishes to purchase at private sale because of the questionable title involved. This is primarily because the University would sell the property without warranty of title.

Our legal advisor and the Vice President for Business and Finance have now recommended that we dispose of this property at private sale. This would be done by notifying all of the parties who bid on the original 9/10's interest sold by Sells Petroleum, Inc. and any other prospective purchasers of our offer to sell. The sale would then be made to the highest bidder.

Regent Davidson moved that notices of this sale be sent to all known prospective bidders and that the oil and gas interest in Mississippi which was originally part of the Murray Case Sells Estate be sold by bids. Approved.

President Cross reported that for several years the University has worked toward the installation of a satisfactory loud speaker system for the field house. Several companies have installed systems, but none have worked satisfactorily.

While working with the Athletic Department, the Fentress Sound Engineering Company requested permission to install a sound system which would not obligate the University for any payment unless the University was satisfied with the results. The system has been installed and works very satisfactorily. It is far better than any of the previous systems which have been tried by the University.



BY-LAWS, RULES, AND REGULATIONS OF ELLISON INFIRMARY  
UNIVERSITY OF OKLAHOMA  
NORMAN, OKLAHOMA

PREAMBLE

Recognizing that the medical staff is responsible for the quality of medical care in Ellison Infirmary and desires to accept this responsibility, subject to the ultimate authority of the University of Oklahoma Board of Regents, and that the best interest of the patient is protected by concerted effort, and physicians practicing in Ellison Infirmary hereby organize themselves in conformity with the By-laws, Rules, and Regulations hereinafter stated. For the purpose of these by-laws, the words medical staff shall be interpreted to include all physicians who are privileged to attend and treat patients in Ellison Infirmary.

Article I Name

The name of this organization shall be The Medical Staff of Ellison Infirmary.

Article II Purpose

The purpose of this organization shall be:

1. To insure that all patients admitted to Ellison Infirmary receive the best possible care.
2. To provide a means whereby problems of a medical-administrative nature may be considered by the medical staff.
3. To constantly review and evaluate the quality of medical care in Ellison Infirmary.
4. To provide advice and recommendations to University of Oklahoma Board of Regents on medical and administrative matters affecting the institution.

Article III Membership

A. Qualifications

The applicant for membership on the medical staff shall be a physician of good character, eligible for a full and unrestricted license to practice medicine issued by the Oklahoma State Board of Medical Examiners, eligible for a class 4 Narcotics license, and members of the active medical staff must reside within the City of Norman.

B. Ethics

The Principles of Medical Ethics, as adopted or amended by the American Medical Association, shall govern the professional conduct of the members of the medical staff.

C. Term of Appointment

Appointments shall be made by the Board of Regents and shall be for a period of one year or until the end of the current fiscal year and reappointments may be made annually thereafter at the discretion of the Board of Regents on the recommendation of the Director.

D. Procedure of Appointment

Application for membership shall be presented in writing on the Personal Data Form. After personal interview with the applicant and review of his credentials, the medical staff will present the recommendations through the Director of Ellison Infirmary for action by the Board of Regents.

#### Article IV Suspension of Privileges

- A. The Director, with the approval of the active medical staff, will recommend the immediate termination or suspension of the medical staff privileges of any member exhibiting gross unprofessional or unethical conduct. This recommendation is subject to the action of the Office of the President and Board of Regents, and this action being final with no right of appeal.

#### Article V Organization

- A. The medical staff shall be composed of:
1. Active - full-time physicians.
  2. Courtesy - Physicians eligible for membership as herein provided but not members of the active medical staff and having no voting privileges.
  3. Consulting - Recognized specialists in the various fields of medicine who have signified willingness to act in consultation to further the quality of medical care available in Ellison Infirmary.
- B. The officers shall be a:
1. Director and Chief of Staff - appointed by the Board of Regents.
  2. Secretary - elected by the active medical staff for a term of one year.
  3. Committees - The active medical staff shall be considered as a Committee of the Whole. Chairmanship of the various functions shall be rotated equally among the active medical staff on a monthly basis unless otherwise indicated. The Committee of the Whole shall be responsible for the following areas:
    - a. Credentials
    - b. Infection Control in the Hospital
    - c. Quality of Medical Care (Medical Records)
    - d. Disaster Program and Planning
    - e. Pharmacy and Antibiotic control
    - f. Hospital and Clinic Procedures and Standing Orders
    - g. Special
    - h. Scientific Programs

#### Article VI Meetings

- A. The medical staff shall meet at least once each month. The September meeting shall be considered the Annual Meeting.
- B. Special meetings may be called at the discretion of the Director.
- C. Attendance at all regular meetings is required of active medical staff members.
- D. The agenda of the regular meeting and special meetings shall be:
1. Call to order
  2. Minutes of previous regular meeting and special meetings

3. Old Business
4. New Business
5. Report of chairman of Medical Records Committee
6. Monthly report of services
7. Report of other chairman as indicated
8. Adjourn

- E. The agenda of Special Meetings shall consist only of discussion of the business for which the meeting was called.

#### Article VII Rules and Regulations

The medical staff shall recommend such rules and regulations as may be necessary for the proper conduct of its work. Such rules and regulations shall be considered part of these by-laws.

#### Article VIII Amendments

These by-laws may be amended by a vote of two-thirds of the total active medical staff membership.

#### Article IX Adoption

These by-laws, together with the appended rules and regulations, shall be adopted at any regular meeting of the medical staff by a two-thirds vote of the total active staff membership subject to review and approval by the Board of Regents.

#### Rules and Regulations

1. Monthly staff meetings shall be held at 5:00 P.M. on the third Tuesday of each month. The September meeting shall be considered the Annual Meeting.
2. The admitting physician has the sole responsibility for a hospital patient until:
  - a. the patient is discharged
  - b. the patient is accepted on the temporary or permanent service of another physician
3. Each patient admitted to the hospital must have an admitting diagnosis, history, physical examination, and physician's orders in the chart on admission. Records of discharged patients must be completed within 24 hours of discharge. Any member of the medical staff that does not complete a medical record within two weeks of discharge automatically has his hospital privileges suspended until the record is completed.
4. The physician "on call" will assume the immediate responsibility for any patient, in emergency situations, until the attending physician can be contacted.
5. The attending physician will insure that each of his patients is visited at least once every 24 hours, including week-ends and holidays.
6. When patients are admitted outside of office hours, they should be examined and the necessary treatment begun by the physician on call. However, in order to allow the patient his freedom of choice,

- a. the patient may request to be on the service of any staff physician. This transfer should be effected by the admitting physician directly with the other physician involved. This request for transfer must come from the patient or next of kin - not from his associates or the nurse.
- b. A patient admitted by the physician on call, for a condition which the patient was being treated by a staff physician in the clinic, should be offered to the original physician.
7. Any student may be admitted to the hospital at his own request regardless of his physical or mental status, if a bed is available. However, in such instances, the assigned physician must evaluate the situation and advise the student whether or not an insurance claim will be filed on the particular admission.
8. The attending physician should request consultations whenever there is doubt regarding the patient's diagnosis, response to treatment, or general condition. The consultation may be requested of other active staff physicians, courtesy staff members, or consulting staff members. Active staff members will respond to a request for consultation as soon as possible. The request for consultation and the report must be recorded on the patient's record.
9. Unless cancelled for valid reasons by the attending physician, a white blood count, differential, hemoglobin, and complete urinalysis shall be performed within 18 hours on all admissions.
10. All orders for narcotic and/or other classified drugs should request a specific number of doses or the orders are automatically cancelled after 48 hours and must be re-ordered if indicated.
11. The entire medical and nursing staff shall also be guided by the various departmental Procedure Manuals and the established Student Health Service Policies.
12. In the event of disaster, whether internal or external, these By-laws, Rules and Regulations will be modified or suspended until due processes can be instituted. The action to modify or suspend will be on authority of the Office of the President.

Approved for adoption at the regular meeting of the medical staff.

Date: January 21, 1964

D. F. Robinson, M.D.  
Director and Chief of Staff

The Athletic Department and the Athletic Council have both recommended that the University sign a contract with the Fentriess Sound Engineering Company to provide for the satisfactory installation of a loud speaker system. The total contract cost for the entire system would be approximately \$5,970.

President Cross recommended that the Regents authorize the Fentriess Sound Engineering Company to install a loud speaker system in the field house at a total cost of approximately \$5,970 with the understanding that payment will be to the Fentriess Sound Engineering Company as soon as the Athletic Department and the Physical Plant are satisfied with the results of the installation.

It was the consensus of the Regents that a contract such as this could not be awarded without advertising for bids and giving all sound companies the opportunity to demonstrate their equipment. After a discussion Regent Davidson moved that the recommendation be disapproved and that bids be advertised for installation of a satisfactory loud speaker system for the Field House. Approved.

It was agreed that the invitation to bid specify a testing period and provide that the system must be acceptable to the University before payment is made.

At the January 9 meeting the Regents authorized the President's Office to negotiate a fee proposal for architectural services on the new student apartments with the architectural firm of Shaw and Shaw. Conferences have been held with Messrs. Shaw and Shaw and as a result the following fee proposal has been received from the architects:

"We proposed that, in addition to supervision, our fees only cover work done and engineering fees encountered in connection with site work. Such site work to include grading and paving (Civil Engineering), foundation changes necessitated by sub-soil conditions (Structural Engineering), and utility work, utility connections and exterior lighting (Electrical, Mechanical and Sanitation Engineering), as follows:

"Fee for site work for 312 apartments, based on the amount paid to the Architects for 'architectural and engineering costs for utility connections and site improvements' on the 104 apartments multiplied by three, since all site work, as outlined in the above paragraph, is peculiar to each group of 104 apartments.

\$2,650.00 times three . . . . . \$7,950.00

"Fees in connection with architectural and engineering work for lighting, access roads and service roads for the entire complex, as required by the University. (These roads and lighting are in addition to the architectural and engineering work required for each group of 104 apartments). Fee based on an estimated cost, for such work, of \$60,000.00.

\$60,000 times 3½% . . . . . \$ 2,100.00

"Which gives a total fee of \$10,050.00, plus the supervision fee of 1½% of the General Contract."

President Cross called attention to the fact that no fee is requested for the plans and specifications of the apartment units since these will be in very large measure duplications of the 104 apartments about to be completed. Minor changes will be made without cost to us wherever experience demonstrates that improvement can be made.

The construction cost of the 312 new apartments is estimated to be approximately \$3,000,000. In addition, the furnishings, site improvements, and other costs including interest during the construction period may run as high as \$500,000. The total project cost will therefore probably be in the range of \$3,500,000.

It is estimated that the total architectural fee for the project will be as follows:

Additional fee as outlined above	\$10,050
Supervision (1½% of \$3,000,000)	<u>45,000</u>
<b>Total fee</b>	<b>\$55,050</b>

President Cross recommended that the firm of Shaw and Shaw be selected as the architects for the new married student apartments project in accordance with the proposal outlined above.

On motion by Regent Davidson, it was voted to approve the recommendation with the understanding that any plans and specifications that shall be necessary will be prepared by Shaw and Shaw without additional cost to the University.

President Cross reported that the project architect, Mr. Otha Wolf, and University officials have recommended that the Phi Kappa Psi Fraternity house at 720 Elm Street be accepted as complete, and that the Regents authorize the final payment to the contractors, the Constructors Company, Inc., Norman, Oklahoma.

President Cross recommended that the Phi Kappa Psi Fraternity house construction be accepted as complete and that the Regents authorize

the final payment to the Constructors Company, Inc. On motion by Regent Davidson, seconded by Regent Little, the recommendation was approved.

President Cross reported the construction on the 104 new apartments on the South Campus has been completed by the contractor except the street is not satisfactory and will have to be re-surfaced. Since the work cannot be done until sometime during the spring or summer, the Housing Department has recommended that the work be delayed until August when there will be fewer students in the apartments. The air conditioning units will need to be balanced during the summer months.

It is estimated that the total cost for the completion work will be approximately \$2,900. The project architect and the Physical Plant Department have recommended that the project be accepted as complete but that \$6,000 be retained until the additional work is completed.

President Cross recommended that the 104 new apartment project be accepted as complete with the understanding that \$6,000 will be withheld from the final payment until all the additional work has been completed satisfactorily.

Approved on motion by Regent Davidson.

President Cross reported the Physical Plant Department has requested that additional electrical switching capacity be installed by the contractors in connection with the Power Plant Addition. If the addition is approved now, the change can be made without the interruption of service. Funds for the installation are available in the original bond proceeds for the project.

Benham Engineering Company has completed the plans for the change and Lee-Eumert, the present contractor, has agreed to install the additional switching capacity for a net cost of \$18,640. Both the Benham Engineering Company and the Physical Plant Department agree that this is a good price for the proposed change order.

The change will include the furnishing and installation of two additional switch gear cubicles for service and feeder equipment. These two additional feeder cubicles will be installed as units number 16 and number 23 and will be located one on each end of the metal-clad switch gear being installed under the present contract. The installation will include holes through the existing floor for future outgoing feeders as well as for the two new cubicles and the spare cubicles which are already a part of the existing contract.

Change Order No. 4 has been prepared to increase the Lee-Eumert contract by \$18,640 as the cost for the additional electrical switching

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capacity. The engineering fee to Benham Engineering Company for the change will be \$932.

President Cross recommended that the Regents approve the installation of the additional electrical switching capacity as outlined above.

Approved on motion by Regent Little.

President Cross reported that when the plans were drawn for the construction of the new single student housing facility, it was necessary to investigate several ways of cutting the costs for the building. One of the ways to save on the cost was to substitute vinyl plastic in lieu of ceramic tile in the bathroom areas. The bid from the contractor was based on vinyl plastic.

It now appears that adequate funds are available to change from the vinyl plastic to ceramic tile and still maintain an adequate contingency fund for the total project. The cost of the change is estimated by the contractor to be \$7,916.40. The contractor has prepared a suggested change order based on this amount. The project architect and all of the University officials connected with this project have recommended that the change order be approved.

President Cross recommended that the Regents approve substituting ceramic tile in lieu of vinyl plastic in the bathroom areas for the new dormitory at a total cost of \$7,916.40 and that the Acting President of the Board be authorized to sign a change order in this amount.

On motion by Regent Houchin, seconded by Regent Davidson, the recommendation was approved.

President Cross reported the State Central Purchasing Office has obtained the following bids for printing 2,000 copies of Oklahoma Geological Survey Bulletin 95, "Basement Rocks and Structural Evolution of Southern Oklahoma":

Cooperative Publishing Company Guthrie, Oklahoma, net	\$5,940.00
Allied Printers and Publishers Tulsa, Oklahoma, 2% - 20, net 30	6,300.00
Harlow Publishing Company Oklahoma City, net	7,480.00
Gulf Printing Company Houston, Texas, net	7,499.00



President Cross recommended that the bid be awarded to the low bidder, Cooperative Publishing Company, Guthrie, Oklahoma. Approved on motion by Regent Davidson.

President Cross reported that bids were circulated to 21 potential bidders on 2,300 yards of sateen, 100% cotton, 55" wide, weight 12 ounces per running yard, 178 basic cotton sateen, 105 ends per inch, 66 picks per inch, millium lined (badge). Four companies replied "no bid" and three companies replied with the following bids:

Herman Miller, Inc., Chicago May delivery, 12-15 days, fob Norman	\$7,820.00
Tee-Zee Distributors, Inc., Chicago 90 day delivery, net, fob Norman	8,096.00
Gardner Hotel Supply Company, Oklahoma City May delivery, net, fob Norman	8,464.00

It is planned that this fabric will become a standard throughout the Housing Department.

President Cross recommended that the bid be awarded to the low bidder, Herman Miller, Inc., Chicago, Illinois, at \$7,820.00. Approved on motion by Regent Davidson.

The meeting recessed at 12:10 p.m. for luncheon in the Oklahoma Memorial Union. The meeting reconvened in the President's Office at 1:15 p.m.

In the absence of Regent Rothbaum, Chairman of the Regents' Investment Committee, Vice President Horace Brown requested confirmation of the following action which had been previously approved by Mr. Rothbaum:

Sallie B. Clark Loan Fund - \$16,000 U. S. Treasury Bills  
matured 1-16-64 - reinvested in 180-day U. S. Treasury Bills.

Will Rogers Memorial Scholarship Fund - \$24,000 3½% U. S.  
Treasury Certificates due 2-15-64 - exchanged for 3-7/8%  
U. S. Treasury Notes dated 2-15-64, due 8-15-65.

Murray Case Sells Building Fund - \$10,000 3½% U. S. Treasury  
Certificates due 2-15-64 - exchanged for 3-7/8% U. S. Treasury  
Notes dated 2-15-64, due 8-15-65.

On motion by Regent Houchin the above investments were approved.

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Vice President Brown also presented the following recommendations of J. & W. Seligman & Co. which had been approved by Regent Rothbaum:

Will Rogers Memorial Scholarship Fund

<u>Sell</u>	<u>Present Holding</u>	<u>Cost</u>	<u>- Current - Market</u>	<u>Value</u>	<u>Est'd. Income</u>	<u>% Yield</u>
100 shs. American Tel. & Tel.	520	56.2	145	\$14,500	\$400	2.8
200 shs. Sterling Drug	858	9.2	30	6,000	130	2.2
73 shs. Gulf Oil	773	21.3	50	3,650	116	3.2
75 shs. Socony Mobil	275	47.3	70	5,250	195	3.7
50 shs. Texaco	650	4.0	73	3,650	110	3.0
				<u>\$33,050</u>	<u>\$951</u>	<u>2.9</u>
					687	
				<u>\$33,737</u>		

Add: cash balance  
Available for reinvestment

Buy

\$23,000 Fed. Intermediate Credit 4's 10/1/64	100.2	\$23,014	\$920	3.8+
\$10,000 Bankers Trust 4 1/2 12/15/88	102	10,200	450	4.4+
		<u>\$33,214</u>	<u>\$1,370</u>	<u>4.1</u>

Crippled Children's Hospital Fund

Cash Available for Investment - \$1,221 - keep as buying reserve

Murray Cave Sells Building Fund

Cash Available for Investment \$ 3,545

<u>Buy</u>				
*\$2,000 Fed. Intermediate Credit 4's 10/1/64	100.2	\$ 2,001	\$ 80	3.8+
25 shs. National Biscuit	57	1,425	40	2.8
		<u>\$ 3,426</u>	<u>\$120</u>	<u>3.5</u>

\*Combine with purchase of \$23,000 in the Will Rogers Fund, as market for these issues is in \$5,000 par value units.

+Yield to maturity.

Regent Davidson moved the recommendations be approved, but requested that Vice President Brown contact J. & W. Seligman to determine their latest recommendation on the sale of the American Telephone and Telegraph Co. stock. The motion was approved.

(NOTE: Vice President Brown talked by telephone with Mr. B. W. Robertson of Seligman on 2-13-64. Mr. Robertson reaffirmed his recommendation to sell 100 shares of AT&T stock).

The following Resolutions necessary to complete the sale of stock were unanimously approved:

**RESOLUTION**

RESOLVED THAT, we, the Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund do hereby authorize the sale of the following stocks of the American Telephone & Telegraph Company:

20 shares - Certificate Number A277560  
80 shares - Certificate Number AC85927

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificates mentioned above, held by the said Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

**RESOLUTION**

RESOLVED THAT, we, the Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund do hereby authorize the sale of the following stocks of the Sterling Drug Inc.:

100 shares - Certificate Number C71665  
100 shares - Certificate Number C86339

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificates mentioned above, held by the said Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

RESOLUTION

RESOLVED THAT, we, the Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund do hereby authorize the sale of the following stock of the Gulf Oil Corporation:

73 shares - Certificate Number N165176

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificate mentioned above, held by the said Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

RESOLUTION

RESOLVED THAT, we, the Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund do hereby authorize the sale of the following stocks of the Socony Mobil Oil Company, Inc.:

50 shares - Certificate Number  $\frac{NY}{F}$  215537

25 shares - Certificate Number  $\frac{NY}{F}$  434016

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificates mentioned above, held by the said Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

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RESOLUTION

RESOLVED THAT, we, the Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund do hereby authorize the sale of the following stock of The Texas Company:

50 shares - Certificate Number T317542

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificate mentioned above, held by the said Regents of the University of Oklahoma for the Will Rogers Memorial Scholarship Fund, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

President Cross presented the following letter from the project architect on the Engineering Center construction in regard to change order No. 2 for the additional work to complete the fourth floor of the building, and other changes which were possible because of the additional funds which became available for the project:

"February 11, 1964

"University of Oklahoma  
Norman,  
Oklahoma

Attention: Mr. Dud Giezentanner

RE: Engineering Center

"Dear Sir:

"Attached is Change Order No. 2 to the Engineering Center construction contract which has been signed by the Contractor and ourselves. The Change Order increases the contract price \$215,275.00 and includes the \$9,706.00 already approved by the Regents for work contained in the Fourth Floor slab. We recommend the University's approval.

"In checking the cost of the Change Order, we compared quantities and costs with the cost breakdown supplied by the Contractor at the beginning of the contract. In our opinion the original costs and the costs in this Change Order are generally at the same level.

"The original average cost of finishing the interior of the building was determined by subtracting the cost of the structural frame, exterior walls, roof, outside utilities, and elevators from the total project cost and dividing by the number of square feet of finished space. These costs are available from the contractor's breakdown of the total project cost. This average cost was found to be \$14.50 per square foot of floor area. This includes all partitions, floor covering, ceilings, laboratory equipment, and inside utilities. The cost of finishing the Fourth Floor under this Change Order is \$15.25 per square foot. This is approximately a 5% increase over the original. We believe that to finish this floor under any other contract arrangement would result in a higher cost to the University.

Sincerely,

EDWARD-SAMIS-DAVIES, INC.

/s/ J. M. Samis

James M. Samis"

President Cross recommended that the Regents authorize the President of the Board to sign Change Order No. 2 in the amount of \$215,275 to complete the fourth floor of the Engineering Building.

Regent Davidson moved the recommendation be approved subject to an opinion from the University's legal advisor on the legality of this procedure. The motion was seconded by Regent Johnson and approved.

President Cross stated that insurance agents have submitted 27 proposals from 15 different insurance companies to furnish the Accidental Death and Dismemberment Insurance for University employees and their families which was approved in principle by the Regents at the December meeting (p. 7617). Mr. Robert Lockwood of the Lockwood Insurance Agency, Tulsa, submitted proposals from 9 insurance companies. There were 8 additional companies that notified Mr. Lockwood that they did not plan to submit a proposal on the coverage. However, one of the 8 companies finally submitted a proposal through another agent. The December recommendation to the Regents was a result of Mr. Lockwood's work and investigation regarding the possibility of installing the program at the University of Oklahoma.

After analyzing the proposals from the 15 companies, it would appear that the proposals from the Aetna, Continental Casualty, and the American Casualty companies are the three best proposals. All of the proposals were excellent and it was difficult to determine which appeared to be the best from the University standpoint. However, after considering all factors, it would appear that the proposals of the three companies as summarized below are the best proposals.

President Cross stated it is interesting to note that one of the companies whose proposal is not included in the ones selected as the three best has similar coverage at several other major educational institutions. Included in their proposal was a statement that the premiums proposed for the coverage for the University of Oklahoma were lower than any proposal that they have submitted in the past, but even with the low rates proposed, they were not among the three best.

Following is a list of the companies that submitted proposals that are not summarized below:

The Insurance Company of North America	Prudential
Manul of New York	The MacArthur Insurance Group
Continental Insurance Company	Standard Life and Accident
Royal Indemnity Company	American Home Assurance
St. Paul Fire and Marine	American Fidelity
Travelers	Hartford Accident and Indemnity

A summary of the three best proposals is as follows:

<u>Monthly Rates</u>	<u>Aetna</u>	<u>Continental Casualty</u>	<u>American Casualty</u>
A D & D per \$10,000 for employee	\$ .48 (1)	\$ .50	\$ .58 (4)
Spouse per \$4,000	.144		(5)
Children per \$1,000	.036		
Total dependent	.18	.23 (2)	.20
Total family A D & D	.66	.73	.78 (5)

<u>Premium Guarantees:</u>	3 years	1 year	1 year
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<u>Remarks:</u>	TPD applies only if disabled prior to age 60.	Liability limited to one million or any one accident or \$300,000 on University or chartered plane.
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- (1) Waiver of premium for TPD. (Not a lump sum payment.)
- (2) Includes male spouse for non-occupational accidents for TPD.
- (3) TPD not available for wives or dependent children.
- (4) TPD for employees only.
- (5) If there are no dependent children, the spouse will be covered by one-half the employee coverage.

The specifications suggested but did not require a lump sum payment for total and permanent disability after 365 days of total disability.

The Aetna Life Insurance Company proposes a waiver of premium for total and permanent disability as outlined in the following statement extracted from the Aetna proposal:

#### PERMANENT TOTAL DISABILITY

The Invitation to Bid requested that the disability payment be payable in one sum, providing such disability is continued for a period of twelve consecutive months and is total, continuous and permanent at the end of this period. The Aetna Life has strong feelings that such a restrictive provision, which requires an employee to meet an exact definition of disability on an exact day is extremely restrictive. It may further induce an employee to try for the "pot of gold" on this magic 365th day.

Our Waiver of Premium quotation continues the insurance in full force during their period of disability, either temporary or total. If death occurs from any cause during this state of disability, the full death benefit shall be payable. Death may occur from an entirely different unrelated cause than that which precipitated the original disability and the full death benefit will still be payable. Therefore, neither the Aetna nor the Employee is ever placed in the position of having to prove that the cause of death was directly related to the original accident, nor of having to meet a restrictive condition on a specific date after his accident, nor does he have to meet any medical requirement that the disability makes him unable to perform in any occupation for wage or profit for which he is reasonably suited by training, experience, etc.

The provision further has the advantage of being lower in cost and obviously more easily administered.

The Continental Casualty Company will not cover the male spouse of University employees for total and permanent disability except for non-occupational type accidents. This company included a basic employee rate of \$.53 per \$10,000 of coverage with the December proposal. The proposed rate now is \$.50 with the restricted total and permanent disability. The rate for dependent coverage, however, has increased so that the total family coverage is now \$.02 more per month than the amount proposed in December.

The American Casualty Company followed the suggested specifications more closely than any of the other 15 insurance companies. However, the rate quoted is somewhat higher than the proposed rate for Aetna and the Continental Casualty Company.

It would appear that the proposal from the Aetna Life Insurance Company is probably the most favorable proposal received. The second choice



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would be the one from Continental Casualty, and the third would be the one from the American Casualty (the American Casualty Company is now owned by the Continental Casualty Company).

The following agents or agencies submitted identical proposals from the Aetna Life Insurance Company:

The Lockwood Insurance Agency, Tulsa, Oklahoma  
Rich and Cartmill, Tulsa, Oklahoma  
Gardner-Clarke and Lampton, Oklahoma City  
R. L. Virtue, Oklahoma City

The following submitted proposals from the Continental Casualty Company:

The Lockwood Insurance Agency  
Gardner-Clarke and Lampton  
L. B. Selman, Tulsa, Oklahoma  
Jerry Casey, Shawnee, Oklahoma

Because of the work that Mr. Lockwood had done on the plan, the American Casualty Company gave him the exclusive right to submit the American Casualty proposal.

It is customary that an agent or agency be appointed to handle the details in connection with administering such a program as the one outlined. Any of the four agents would be excellent representatives to work with the University. However, since Mr. Robert Lockwood has done a great deal more work on the proposal than any of the other agencies and because of the many hours that he has already spent working on the program, President Cross suggested that he would be the logical choice as the Agent of Record for the program.

President Cross recommended that the proposal from the Aetna Life Insurance Company be accepted, and that Mr. Robert Lockwood of the Lockwood Insurance Agency, Tulsa, Oklahoma, be selected as the Agent of Record for the program.

Mr. Dad Giesentanner, Business Manager, was invited to the meeting for a discussion of the proposals. Mr. Giesentanner stated in his opinion the proposal from Aetna Life Insurance Company is the lowest and best bid submitted.

On motion by Regent Davidson, seconded by Regent Little, the proposal from the Aetna Life Insurance Company was accepted, and Mr. Robert Lockwood of the Lockwood Insurance Agency, Tulsa, was selected as the Agent of Record for the program.

President Cross presented a Resolution authorizing the issuance of \$340,000 Regents of the University of Oklahoma Organized Group Housing System Revenue Bonds, Second Series, for the purpose of constructing the Sigma Alpha Epsilon Fraternity house. He also presented a Resolution adopting a Trust Agreement with the City National Bank and Trust Company, Oklahoma City, in connection with the same bonds. Both Resolutions are attached hereto and made a part of these minutes.

Regent Davidson moved approval of the bond proceedings subject to the favorable legal opinion of the University's attorney and our bond advisor attorney. The motion was seconded by Regent Johnson and approved.

President Cross stated that on June 6, 1963 (p. 7402) the Regents approved a commitment of \$11,000 as the University's 1/3 share of the costs of preparing a long-range plan. We have now been notified by the State Department of Commerce and Industry that the University must also pay its share of the administrative costs and inspection fee for the proposed planning study of the impact of University development upon the Norman urban area. This is a new policy and will require a commitment from the University of \$12,085 rather than the \$11,000 originally specified. President Cross recommended approval of an expenditure of \$12,085 for this purpose.

The Regents unanimously agreed to place the request on the agenda; and on motion by Regent Little, the recommendation to increase the funds available for the long-range plan to \$12,085 was approved.

Regent Davidson reported that the Regents' Housing Committee had held a meeting at the request of the Phi Kappa Psi Fraternity Corporation, and at the request of owners of certain University approved private housing pertaining to the recall of students to University housing for the second semester of this academic year. Attention was called to action of the Regents taken on July 10, 1958 (p. 6073) as follows:

"President Cross discussed the affect of housing occupancy regulations on two privately owned rooming houses constructed specifically for student use many years ago, (Newman Hall and Logan House), and on one private home (Mrs. Ted Owen) which have provided rooms for students over a long period of years.

"On the recommendation by President Cross, the Regents voted to direct the Office of Student Affairs to give these three houses preferential treatment when necessary to keep occupancy at a satisfactory level."

Regent Davidson stated the Committee recommends that the above policy be changed, effective at the end of the current school year (1963-64), so that there will be no preferential treatment to any individual or group,

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS FOR THE PURPOSE OF PAYING THE COST OF ACQUIRING AND CONSTRUCTING OF A BUILDING AND FACILITIES FOR THE HOUSING AND FEEDING OF STUDENTS; CONFIRMING THE SALE OF SUCH BONDS; PROVIDING FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON; AND ENTERING INTO CERTAIN COVENANTS AND AGREEMENTS IN THAT CONNECTION.

WHEREAS, it has been determined to be necessary for the benefit of students attending the University of Oklahoma to acquire and construct a building and facilities for the housing and feeding of students; and

WHEREAS, the issuance of the bonds herein authorized is authorized by the provisions of Title 70, Oklahoma Statutes 1961, Sections 2071 to 2080, inclusive;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA:

#### SITE

Section 1. The following described land constituting the site of a building and facilities for the housing and feeding of students to be acquired and constructed with proceeds of the bonds authorized herein hereby is set aside as a site for the said student housing and facilities, and shall be considered to be a part of the campus of the University:

Lots Ten (10) to Twenty (20), both inclusive, in Block Two (2) of JOHNSON'S ADDITION to the City of Norman, County of Cleveland, Oklahoma, according to the recorded plat thereof.

Lots Thirty-nine (39) and Forty (40) in Block Two (2) of JOHNSON'S ADDITION to the City of Norman, County of Cleveland, Oklahoma, according to the recorded plat thereof.

#### PURPOSE

Section 2. For the purpose of paying part of the cost of acquiring and constructing a building and facilities for the housing and feeding of approximately 83 students (hereinafter called the "Project"), there shall be borrowed on the credit of the income and revenues to be derived from the operation of the "Project," the sum of \$340,000 and that to evidence the sum so borrowed and in anticipation of the collection of such income and revenues, there shall be issued negotiable bonds of the Board of Regents of the University of Oklahoma in the total principal sum of \$340,000.

TERMS AND MATURITIES

Section 3. Said bonds shall be known as "Organized Group Housing System Revenue Bonds, Second Series (hereinafter called "Bonds"), shall be dated March 1, 1964, shall be in denomination of \$1,000 each, and shall be numbered 1 to 340, both inclusive.

All bonds shall be payable as to both principal and interest at the City National Bank and Trust Company, Oklahoma City, Oklahoma; or at the option of the holder thereof at the Fiscal Agency of the State of Oklahoma in the City of New York, State of New York, or in the event of the discontinuance of such agency, then at the Manufacturers Hanover Trust Company, New York, New York. Such bonds shall mature as to principal and serially in numerical order on July 1 of each year and bear interest per annum as follows:

<u>Bond Numbers</u>	<u>Amount</u>	<u>Maturities</u>	<u>Rate of Interest</u>
1 to 8	\$8,000	July 1, 1970	4-5/8%
9 to 16	8,000	July 1, 1971	4-5/8%
17 to 24	8,000	July 1, 1972	4-5/8%
25 to 33	9,000	July 1, 1973	4-5/8%
34 to 42	9,000	July 1, 1974	4-5/8%
43 to 51	9,000	July 1, 1975	4-5/8%
52 to 61	10,000	July 1, 1976	4-5/8%
62 to 71	10,000	July 1, 1977	4-5/8%
72 to 82	11,000	July 1, 1978	4-5/8%
83 to 93	11,000	July 1, 1979	4-5/8%
94 to 104	11,000	July 1, 1980	4-5/8%
105 to 116	12,000	July 1, 1981	3.60%
117 to 128	12,000	July 1, 1982	3.60%
129 to 141	13,000	July 1, 1983	3.70%
142 to 154	13,000	July 1, 1984	3.70%
155 to 168	14,000	July 1, 1985	3.70%
169 to 182	14,000	July 1, 1986	3.75%
183 to 197	15,000	July 1, 1987	3.75%
198 to 213	16,000	July 1, 1988	3.75%
214 to 229	16,000	July 1, 1989	3.85%
230 to 246	17,000	July 1, 1990	3.85%
247 to 263	17,000	July 1, 1991	3.85%
264 to 281	18,000	July 1, 1992	3.85%
282 to 340	59,000	July 1, 1993	3.85%

Such interest is payable July 1, 1964 and semi-annually thereafter on January 1 and July 1 of each year, and as to interest falling due on and prior to maturity only upon surrender of the interest coupons hereto attached as they severally become due.

Bonds numbered 43 to 340, inclusive, are redeemable at the option of the Board of Regents on July 1, 1974 or on any interest payment date thereafter as a whole, or in part in inverse numerical order at a redemption price of par and accrued interest to the date fixed for redemption, plus a premium as to each

bond redeemed of \$50, such premium declining \$5 in each succeeding year if redemption is made before July 1, 1984, on and after which date a redemption price of par and accrued interest will be paid. Notice of redemption shall be given not less than thirty days prior to the date fixed for redemption by notice sent by mail to the holder or holders of the bonds to be redeemed, directed to the addresses shown on the Registrar's registration books. If any bond to be so redeemed is not registered as to principal, at least thirty days' notice shall be given through publication of an appropriate notice in a financial newspaper or journal published in the English language in the City of New York, New York, and sent by registered mail to the banks at which the bonds are payable.

#### EXECUTION OF BONDS

Section 4. The bonds shall be signed by the President of the Board of Regents of the University of Oklahoma, shall be attested by the Secretary thereof, and shall have impressed thereon the corporate seal of the Board. Interest on the bonds falling due on and prior to maturity shall be represented by appropriate interest coupons to be attached thereto, which coupons shall be executed with the facsimile signatures of said President and Secretary, and said officers by the execution of the bonds shall be considered to have adopted as and for their own proper signatures their respective facsimile signatures appearing on said coupons.

#### REGISTRATION

Section 5. The bonds shall be registerable as to principal only on books to be kept for such purposes by the Comptroller of the University as Registrar, in the manner and with the effect more specifically provided in the form of bond set out in the following section hereof.

#### FORM OF BONDS

Section 6. Said bonds and the coupons to be thereto attached, and the endorsements to appear on the back thereof, shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA  
ORGANIZED GROUP HOUSING SYSTEM REVENUE BOND  
SECOND SERIES

Number \_\_\_\_\_

\$1,000

KNOW ALL MEN BY THESE PRESENTS, that the Board of Regents of the University

of Oklahoma, a body corporate under the name of Regents of the University of Oklahoma, for value received hereby promises to pay to bearer, or if this bond is registered as to principal then to the registered owner hereof, solely from the revenues hereinafter recited, the sum of One Thousand Dollars (\$1,000) on the first day of July, 19\_\_\_\_, and to pay interest thereon from the date hereof per annum until paid, solely from said revenues, at the rate of \_\_\_\_\_ per cent (        %) per annum until paid. Such interest is payable July 1, 1964 and semi-annually thereafter on January 1 and July 1 of each year, and as to interest falling due on and prior to maturity, only upon surrender of the interest coupons hereto attached as they severally become due. Both principal of and interest on this bond are payable in any coin or currency which on the respective date of payment of such principal and interest is legal tender for the payment of debts due the United States of America at the City National Bank and Trust Company, Oklahoma City, Oklahoma; or at the option of the holder at the Fiscal Agency of the State of Oklahoma in the City of New York, State of New York, or in the event of the discontinuance of such agency then at the Manufacturers Hanover Trust Company, New York, New York.

Bonds numbered 43 to 340, inclusive, are redeemable at the option of the Board of Regents on July 1, 1974 or on any interest payment date thereafter as a whole, or in part in inverse numerical order at a redemption price of par and accrued interest to the date fixed for redemption, plus a premium as to each bond redeemed of \$50, such premium declining \$5 in each succeeding year if redemption is made before July 1, 1984, on and after which date a redemption price of par and accrued interest will be paid. Notice of redemption is to be given not less than thirty days prior to the date fixed for redemption by notice sent by registered mail to the holder or holders of the bonds to be redeemed, directed to the addresses shown on the Registrar's registration books. If any bond to be so redeemed is not registered as to principal, at least thirty days' notice is to be given through publication of an appropriate notice in a financial newspaper or journal published in the English language in the City of New York, New York, and sent by registered mail to the banks at which the bonds are payable.

This bond is registerable as to principal in the manner and with the effect recited on the back hereof.

This bond is one of an issue of \$340,000 bonds of like date and tenor, except as to number, maturity, interest rate and option of redemption, issued for the purpose of paying part of the cost of acquiring and constructing a building and facilities for the housing and feeding of approximately 83 students of the University of Oklahoma and is issued under and pursuant to the Constitution and statutes of Oklahoma, and particularly Title 70, Oklahoma Statutes 1961, Sections 2071 to 2080, both inclusive, and pursuant to a resolution duly adopted by the Board of Regents of the University of Oklahoma on February 13, 1964 to which resolution reference is hereby made for a more particular statement of the terms and conditions pursuant to which this bond is issued, including the conditions under which bonds may be issued in the future payable from the hereinafter mentioned revenues on a parity with this bond.

This bond and the issue of which it is one are payable from the revenues, as revenues are defined in the aforesaid resolution authorizing the bonds to be derived from the operation of the above described student housing project. This bond is not an indebtedness of the State of Oklahoma or the University of Oklahoma or the Board of Regents of the University of Oklahoma, but is a special obligation payable solely from the aforesaid revenues.

This bond is fully negotiable and is not subject to taxation by the State of Oklahoma or by any county, municipality or political subdivision therein.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been properly done, happened and performed in regular and due form as required by law, and that the Board of Regents of the University of Oklahoma has agreed and does hereby agree that lease rentals and charges and fees for the use of the aforesaid student housing and related facilities making up the aforesaid student housing project shall be fully sufficient to assure the prompt payment of principal of and interest on this bond and the other bonds of the issue of which it is one, promptly as such principal and interest become due, and to create and maintain a reserve for such payment.

IN WITNESS WHEREOF, the Board of Regents of the University of Oklahoma has caused this bond to be signed by its President and attested by its Secretary and its corporate seal to be hereunto affixed, and the interest coupons hereto attached to be signed by the facsimile signatures of said officials, all as of this first day of March, 1964.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(Form of Coupon)

Number \_\_\_\_\_ \$ \_\_\_\_\_

On the first day of \_\_\_\_\_, 19\_\_\_\_, the Board of Regents of the University of Oklahoma, unless the hereinafter mentioned bond is then callable for redemption, and has been called and provision for the payment thereof duly made, will pay to the bearer the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) at the City National Bank and Trust Company, Oklahoma City, Oklahoma; or, at the option of the holder, at the Fiscal Agency of the State of Oklahoma, in the City of New York, State of New York, or in the event of the discontinuance of such agency then at the Manufacturers Hanover Trust Company, New York, New York, solely from the revenues mentioned in and for interest then due on its Organized Group Housing System Revenue Bond, Second Series, dated March 1, 1964, and numbered \_\_\_\_\_.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(Endorsement for Back of Bond)

UNITED STATES OF AMERICA )  
                                  ) SS  
STATE OF OKLAHOMA       )

We, the undersigned, Attorney General of Oklahoma and State Auditor of the State of Oklahoma, do hereby certify that the within bond is issued pursuant to law and is within the debt limit provided by law.

Dated \_\_\_\_\_

\_\_\_\_\_  
Attorney General

\_\_\_\_\_  
State Auditor



UNITED STATES OF AMERICA )  
 ) SS  
STATE OF OKLAHOMA )

I, the undersigned, State Treasurer, hereby certify that I have registered the within bond in my office on \_\_\_\_\_.

\_\_\_\_\_  
State Treasurer

STATE OF OKLAHOMA  
OFFICE OF THE ATTORNEY GENERAL  
BOND DEPARTMENT

\_\_\_\_\_  
I hereby certify that I have examined a certified copy of the record of the proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond show lawful authority for the issuance and are in accordance with the provisions of Title 70, Oklahoma Statutes 1961, Sections 2071 to 2080, inclusive, requiring the approval of the Attorney General, and that this bond is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty (30) days from the date of the approval of this bond appearing in the caption hereof.

\_\_\_\_\_  
Attorney General

(Provision for Registration)

The within bond may be registered as to principal on books to be kept for such purpose by the Comptroller of the University of Oklahoma, as Registrar, upon presentation hereof to such Registrar, who shall make notation of such registration on his books and in the registration blank below, and this bond may thereafter be transferred only upon written assignment of the registered owner or his attorney thereunto duly authorized, duly acknowledged or proved, which transfer shall be made on such books and endorsed hereon by the Registrar. If so registered this bond may thereafter be transferred to bearer and thereby transferability by delivery shall be restored, but this bond shall again be subject to successive registrations and transfers as before. The principal of this bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representative. Notwithstanding the registration of this bond as to

principal, the coupons shall remain payable to bearer and shall continue to be transferable by delivery.

Date of Registration	Name of Registered Owner	Signature of Registrar
:		:
:		:
:		:
:		:
:		:

**SECURITY**

Section 7. Organized Group Housing System Revenue Bonds, Second Series, of the University of Oklahoma are payable from an annual lease rental derived from an agreement entered into with an organized group in an amount sufficient for the payment of principal, interest, trustee and paying agent fees and the creation and maintenance of a Principal and Interest Reserve and an Emergency Repair Reserve. These lease rentals are divided into nine equal monthly installments payable on the first day of October through June in each year.

As additional security for the bonds, the Board of Regents covenants that in the event of default of four consecutive monthly lease rental payments or for failure to pay all lease rental payments due within a school year, the Board of Regents will:

1. Lease the property to another organized group; or
2. Convert the property into a student dormitory; or
3. Assign non-group members to bring the occupancy of the property to capacity.

The University will charge and collect an additional lease rental allocated to payment of maintenance, insurance, and administrative costs. All construction and maintenance work will be accomplished under University supervision. Annual inspection of the property shall be made by the University with recommendations to the system director as to needed repairs.

**FLOW OF FUNDS**

Section 8. The gross revenues derived from the operation of the Project, as herein defined under Security, shall be used as follows:

There is created to be maintained by the City National Bank and Trust Company, Oklahoma City, the "Organized Group Housing System Revenue Bonds, Second Series,

Principal and Interest Fund" (called the "Bond Fund"); the "Organized Group Housing System Revenue Bonds, Second Series, Reserve Fund" (called the "Reserve Fund") and the "Organized Group Housing System Revenue Bonds, Second Series, Emergency Repair Fund" called the "Emergency Repair Fund").

That the City National Bank and Trust Company, Oklahoma City, is hereby designated as official Trustee to retain in special accounts secured by an equivalent amount of United States Government Bonds, the Bond Fund, the Reserve Fund, and the Emergency Repair Fund as hereinafter set out.

(a) The Board of Regents covenants and agrees to pay to the City National Bank and Trust Company, Oklahoma City, the following mandatory minimum amounts of the Project revenue available therefor, to meet the requirements of (b) and (d) hereinafter set out:

<u>For the Year Ending</u>	<u>Amount</u>	<u>For the Year Ending</u>	<u>Amount</u>
July 1, 1964	\$16,576.79	July 1, 1979	\$20,938.50
July 1, 1965	20,731.00	July 1, 1980	20,429.75
July 1, 1966	20,731.00	July 1, 1981	20,921.00
July 1, 1967	20,731.00	July 1, 1982	20,489.00
July 1, 1968	20,731.00	July 1, 1983	21,057.00
July 1, 1969	20,731.00	July 1, 1984	20,576.00
July 1, 1970	21,731.00	July 1, 1985	21,095.00
July 1, 1971	21,361.00	July 1, 1986	20,577.00
July 1, 1972	20,991.00	July 1, 1987	21,052.00
July 1, 1973	21,621.00	July 1, 1988	21,489.50
July 1, 1974	21,204.75	July 1, 1989	20,889.50
July 1, 1975	20,788.50	July 1, 1990	21,273.50
July 1, 1976	21,372.25	July 1, 1991	20,619.00
July 1, 1977	20,909.75	July 1, 1992	20,964.50
July 1, 1978	21,447.25	July 1, 1993	61,271.50

The money in the Reserve Fund shall be applied to the payment for the year ending July 1, 1993.

The Board of Regents further covenants and agrees to pay to the City National Bank and Trust Company, Oklahoma City, as Trustee, whatever additional revenue of the Project is available to meet the requirements of (c) as hereinafter set out.

(b) There is hereby created to be maintained by the City National Bank and Trust Company, Oklahoma City, as Trustee, so long as any of the bonds are outstanding, a separate account to be known as "Organized Group Housing System Revenue Bonds, Second Series, Principal and Interest Fund" (herein called the "Bond Fund") into which shall be deposited all accrued interest received from the sale of the bonds. Thereafter there shall be paid into the Bond Fund from the revenues of the

Project such sums as set out in paragraph numbered (a) of this Section as are necessary to assure the prompt payment of the debt service on the bonds for the then current year, and in addition thereto the amount necessary to make the required payment into the Emergency Repair Fund provided for in provision (d) below. So far as is practicable, the payments to be made into the Bond Fund in each twelve months' period shall be made in approximately equal semi-annual installments (unless made as advance payments) on the 15th day of June and December, except that when the 15th day of the month shall be a Saturday or holiday, then the payment shall be made on the next preceding secular day.

(c) There is hereby created to be maintained by the City National Bank and Trust Company, Oklahoma City, so long as any of the bonds are outstanding, a separate account to be known as the "Organized Group Housing System Revenue Bonds, Second Series Reserve Fund" (herein called the "Reserve Fund"). A Reserve Fund in the amount of \$40,000 will be accumulated as follows: From the proceeds of the bonds there shall be deposited the sum of \$12,000, and on or before July 1 of each of the years 1965 through 1968, inclusive, there shall be deposited the sum of \$7,000 from the revenues of the Project. The money in the Reserve Fund shall be used solely for the payment of principal and interest on the bonds payable from the Bond Fund as to which there would be a default if the money were not so used, and to pay final maturing bonds and interest.

(d) There is also hereby created, to be maintained by the City National Bank and Trust Company, Oklahoma City, so long as any of the bonds are outstanding, a separate account to be known as the "Emergency Repair Fund." The Emergency Repair Fund shall be accumulated in the amount of \$17,000 as follows: From the revenues of the Project, there shall be deposited \$7,000 on or before July 1, 1969; in addition all interest earned on the monies in the Reserve Fund and the Emergency Repair Fund will be credited to the Emergency Repair Fund until the sum of \$17,000 is accumulated and the money in the Emergency Repair Fund shall be used by the Board of Regents when needed for emergency repairs to the Project, for extraordinary administrative expenses not otherwise provided, for the payment of principal or interest on the bonds to prevent a default, or for renovation of the property for a subsequent tenant should the tenant in

occupancy of the Project default in lease payments. The Trustee shall permit withdrawal of money from the Emergency Repair Fund for the purposes and under the conditions stated above upon certification of need by the Vice President for Business and Finance of the University of Oklahoma, or his successor in function acting as agent for the University.

(e) The Board of Regents covenants that it will deposit in the State Treasury in a fund to be known as Organized Group Housing System Revenue Bonds, Second Series Revenue Fund (hereinafter called "Revenue Fund") revenue received from the operation of the Project, in addition to that enumerated in (a) to be expended (1) to maintain the Project in good condition, (2) to cover administrative costs of the Project, and (3) to maintain adequate insurance for the Project.

The monies in the Reserve Fund and in the Emergency Repair Fund shall be invested by the Trustee in obligations of the United States of America. If need for the money so invested shall arise for the payment of principal or interest, the obligations so purchased shall be sold to the extent necessary to make such payments and the proceeds of sale applied to such payment. Earnings from such investments shall be deposited in the Emergency Repair Fund until such fund is fully established in the amount of \$17,000 as provided in paragraph (d) of this Section 8. Thereafter earnings from the Reserve Fund shall be deposited in the Reserve Fund if same is not established to its full sum of \$40,000. In the event the Emergency Repair Fund and the Reserve Fund are fully established as provided herein, then earnings from investments of said Funds shall be transferred to the Bond Fund.

The money in the Bond Fund not needed for the payment of principal or interest payable therefrom within the next 60 days shall be invested by the Trustee in short-term obligations of the United States that will mature at face value in time to insure prompt payment of the next payments for which the money was deposited in the Bond Fund.

The Bond Fund, including the Reserve Fund and Emergency Repair Fund shall be kept in separate accounts in the City National Bank and Trust Company, Oklahoma City, as Trustee, and shall be held as special trust accounts for the benefit

of the holders of the bonds. Trustee shall in due season prior to the dates on which principal and interest fall due, make proper arrangements with the bank which is serving as the additional paying agent for the bonds, pursuant to which all bonds and coupons will be paid promptly upon presentation at either place of payment.

When there shall be in the Bond Fund and the Reserve Fund together a sum sufficient to pay principal of and interest to maturity or applicable redemption date on all bonds then remaining outstanding, plus necessary redemption premiums, the money in said funds may be used for such purpose and no additional payments need be made into said funds unless necessary to replace monies lost because of depreciation of investments.

If in any such period the revenues of the Project applicable thereto are insufficient to make the payment required to be made into any such funds, such deficiency shall be made from the first revenue of the Project thereafter received and available for such purpose including the increased rental charged for replenishing depleted reserves.

#### TRUSTEE

Section 9. That the City National Bank and Trust Company, Oklahoma City, as Trustee of the funds hereinbefore set out shall retain in its custody satisfactory evidences of the insurance of the Project hereinafter provided for, and to perform such duties as are further herein recited. A certified copy of this Resolution shall be filed with said Trustee, which shall designate its acceptance of the Trust herein mentioned in such manner as may be satisfactory to the Board.

#### DELIVERY AND DISPOSITION OF PROCEEDS

Section 10. The bonds herein authorized shall be delivered by the State Treasurer of Oklahoma to R. J. Edwards, Inc., of Oklahoma City, and The Liberty National Bank and Trust Company of Oklahoma City pursuant to payment therefor at the principal amount thereof plus accrued interest to the date of delivery, and the sale of such bonds to said purchasers is hereby confirmed. There shall be paid to the State Treasurer by the Regents of the University of Oklahoma at the

time of the delivery of the bonds the approximate additional amount of \$89,322. The State Treasurer shall disburse said funds received as follows: (1) accrued interest and an additional sum to equal interest payments due July 1, 1964 to the City National Bank and Trust Company, Oklahoma City, as Trustee, and placed in the Bond Fund; (2) the sum of \$12,000 to be forwarded to the City National Bank and Trust Company, Oklahoma City, as Trustee, and deposited in the Reserve Fund; and (3) the balance to be deposited in a special account in the State Treasury to be known as Construction Account and applied solely to the purpose of acquiring and constructing the Project, including the costs and expenses relating to the issuance of the bonds herein authorized, and payment of debt service during the construction period. That money in such Construction Account shall be temporarily invested in short-term direct obligations of the United States of America and earnings therefrom shall be credited to the said Construction Account. Any money remaining thereafter after all costs of the Project have been paid shall be deposited in the Bond Fund or the Reserve Funds held by the Trustee, as the Board of Regents directs.

#### RENTAL AND OCCUPANCY COVENANT

Section 11. That the Board of Regents expressly covenants and agrees that it will impose and collect under its Lease Agreement referred to with the Organized Group rentals, fees, and charges for the use of all facilities afforded by the Project which shall be fully adequate and sufficient to produce revenues sufficient to retire principal of and interest on said bonds as they fall due; to maintain Reserve Fund and Repair Fund; to maintain the Property in good condition; to cover administrative costs; and to maintain adequate insurance.

It is hereby covenanted and agreed by the Board of Regents that if rent is not paid as provided in said Lease Agreement or if Lease Agreement is terminated under provisions thereof, that as provided in said Lease Agreement the Board of Regents shall have the immediate right to place other students in the Project so that the revenue therefrom will be sufficient to pay the interest on and to retire the principal of said Bonds as they mature and to meet other requirements set out herein.

## INSURANCE

Section 12. That the Board of Regents agrees to keep the Project continuously insured against fire, windstorm, and other hazards in the amount of at least equal to the face value of all bonds outstanding payable from the revenues of the Project, provided, however, that in case the amount of such bonds shall be greater than the insurable value, then the Board shall insure to its insurable value.

(a) Each such insurance policy shall be acceptable to the Trustee designated in connection with this bond issue and shall contain a clause making all losses payable to the Trustee as its interests may appear. In the event of any damage to or destruction of any of said building or buildings, or their equipment, the Board of Regents shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof. If the funds received from said insurance policies or otherwise on account of any loss shall be insufficient to make the structure again usable for its intended purpose, then the funds received by reason of such loss shall be deposited with the Trustee for the benefit of the holders of the outstanding bonds payable from the revenues of the Project, as their respective interests may appear.

(b) Immediately upon occupancy of any portion of the new Project, the Board of Regents shall procure and maintain Use and Occupancy Insurance on the Project, the revenues of which are pledged to payment of the bonds, in an amount sufficient to enable the Board of Regents to deposit in the Bond Fund, out of the proceeds of such insurance, an amount equal to the sum that would normally have been available for deposit in such fund from the revenues of the damaged building during the time the damaged building is non-revenue producing as a result of loss of use caused by the perils covered by Fire, Windstorm, and Extended Coverage Insurance. Such insurance policy shall be acceptable to the Trustee and shall contain a loss payable clause making any loss thereunder payable to the Trustee as its interests may appear.



#### OPERATING REPORTS

Section 13. That the Board of Regents further covenants and agrees to keep proper books of record and account (separate and apart from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the operation and maintenance of the Project and the allocation and application of the revenues thereof, and that such books shall be available for inspection by the holder of any of the bonds at reasonable hours and under reasonable conditions. Not more than three months after the close of each fiscal year (July 1 through June 30) the Board of Regents agrees to furnish to the Trustee, original underwriter of the bonds, to Milburn, Cochran & Company, Inc., Oklahoma City, and each holder of any of the bonds who may so request a complete operating and income statement covering the operation of the Project for such year, or, if so requested in writing by the holders of not less than forty per cent of the bonds then outstanding, an operating and income statement certified by independent auditors of their selection. The Board of Regents agrees to furnish the annual financial report of the University each year as soon as available to any bondholder requesting it.

#### TRUSTEE AND PAYING AGENT FEES

Section 14. That all charges made by the Trustee and paying agent banks for services rendered and for payment of principal of and interest on the bonds will be paid from the Project revenues and will not be required to be paid by the holders of the bonds or coupons.

#### AUTHORITY OF OFFICERS

Section 15. That the officers and agents of the Board and each of them shall be and they are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute and deliver in the name and under the corporate seal and on behalf of the Board all such instruments as may be necessary or desirable to carry out the terms and provisions of this resolution and of the bonds to be issued hereunder.

ADDITIONAL PARITY BONDS

Section 16. That in order to make improvements to the existing student housing project from time to time as needs arise, the Board of Regents shall have the right to issue additional series of housing bonds payable from the revenues of the augmented project on a parity with the Second Series bonds authorized in this resolution but only pursuant to the following conditions:

(a) Additional parity bonds which may be issued shall not exceed seventy-five (75%) percentum of the proposed Project cost and the organized group will make a contribution in the form of land and cash of not less than thirty-five (35%) percentum of the proposed project cost.

(b) All payments required to be made into the Bond Fund, the Reserve Fund, and Repair Fund, under the foregoing provisions of this resolution must be current.

(c) The additional bonds must be payable as to principal on July 1 of each year in which principal falls due and must be payable as to interest on January 1 and July 1 of each year.

(d) The proceeds of the additional bonds must be used for the making of improvements, extensions or additions to or acquisitions for the project.

(e) All additional bonds issued under the provisions of this section shall be payable from the Bond Fund on complete parity with 1964 Organized Group Housing System Revenue Bonds, Second Series, and shall be entitled to payment from the Reserve Fund on complete parity with said outstanding bonds, but provisions shall be made in the proceedings authorizing the issuance of such parity bonds for such increases in the payments into the Reserve Fund as may be necessary to assure the adequacy of such fund to protect all bonds payable from the Bond Fund in the manner and not less than to the extent provided for in the 1964 Organized Group Housing System Revenue Bonds, Second Series. All of the provisions and covenants contained in the resolution authorizing the issuance of the 1964 Organized Group Housing System Revenue Bonds, Second Series, shall be applicable to and shall be continued in force for the security and protection of all

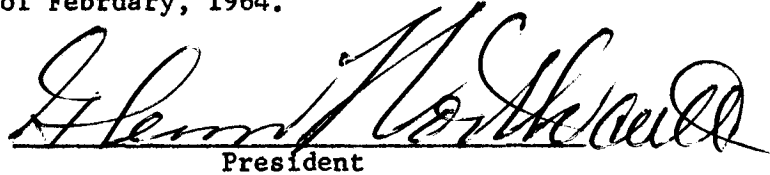
such parity bonds with like force and effect as for the 1964 Organized Group Housing System Revenue Bonds, Second Series, and the holders of all such parity bonds shall have all rights and shall be entitled to all privileges, audits and reports enjoyed by the holders of the 1964 Organized Housing System Revenue Bonds, Second Series.

SAVING CLAUSE

Section 17. That if it shall ever be held by a court of competent jurisdiction that any one or more sections, clauses or provisions of this resolution is invalid or ineffective for any reason such holding shall not affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Section 18. That all resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this resolution shall become effective immediately after its adoption.

ADOPTED and APPROVED this 13th day of February, 1964.

  
President

ATTEST:   
Secretary

STATE OF OKLAHOMA    )  
                              ) SS  
COUNTY OF CLEVELAND )

I, Emil R. Kraettli, do hereby certify that I am the duly qualified and acting Secretary of the Board of Regents of the University of Oklahoma.

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of said Board held on February 13, 1964, and of a resolution adopted at said meeting, as said minutes of said meeting are officially of record in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of said Board this the 13th day of February, 1964.

  
\_\_\_\_\_  
Secretary

(SEAL)

RESOLUTION

ADOPTING A TRUST AGREEMENT RELATING TO THE REGENTS OF THE UNIVERSITY OF OKLAHOMA \$340,000 ORGANIZED GROUP HOUSING SYSTEM REVENUE BONDS, SECOND SERIES, AND AUTHORIZING EXECUTION ON BEHALF OF THE BOARD OF REGENTS.

WHEREAS, the Regents of the University of Oklahoma on the 13th day of February, 1964, by resolution authorized the issuance of bonds in the sum of \$340,000 for the purpose of acquiring and constructing on land owned in fee simple by the State of Oklahoma for the use and benefit of the University of Oklahoma, at Norman, Oklahoma, a building and facilities for the housing and feeding of students; and

WHEREAS, the City National Bank and Trust Company, Oklahoma City, is designated in said resolution as Trustee of certain funds for the benefit and protection of the holders of the \$340,000 Organized Group Housing System Revenue Bonds, Second Series;

NOW, THEREFORE, BE IT ORDERED AND RESOLVED by the Regents of the University of Oklahoma that the President and Secretary be and they are hereby authorized to execute on behalf of the Board of Regents, to become effective upon delivery of the said Organized Group Housing System Revenue Bonds, Second Series, the following Trust Agreement:

A G R E E M E N T

THIS CONTRACT AND AGREEMENT made and entered into by the Regents of the University of Oklahoma, Party of the First Part, and the City National Bank and Trust Company, Oklahoma City, Oklahoma, a national banking association organized and operating under the laws of the United States, Party of the Second Part.

WITNESSETH:

THAT WHEREAS, the Board of Regents of the University of Oklahoma did on the 13th day of February, 1964, by resolution (hereinafter called Bond Resolution) authorize the issuance of Organized Group Housing System Revenue Bonds, Second Series, in the sum of \$340,000 for the purpose of acquiring and constructing of a building and facilities for the housing and feeding of approximately 83 students; as set forth in the above mentioned resolution of said Regents, a copy of which resolution is hereto attached and made a part of this contract; and

WHEREAS, said Board of Regents of the University of Oklahoma did by said Bond Resolution designate the City National Bank and Trust Company, Oklahoma City, Oklahoma, Party of the Second Part herein, as Trustee of certain funds hereinafter more fully described for the benefit and protection of the holders of

outstanding bonds payable from the Project; and to perform other services as therein specified; 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 the performance of the following duties in the manner more fully prescribed in the said Bond Resolution.

(1) To enter into a Lease Agreement with an organized group providing for the payment of rentals, fees and charges which shall be fully adequate and sufficient to produce revenues equal to the amount required to be paid in the ensuing year for principal and interest falling due in such year on bonds payable from the revenues of the Project and Reserve Fund and Emergency Repair Fund as provided, and operation and maintenance expenses.

(2) To keep the Project including its equipment continuously covered by fire and extended coverage insurance and use and occupancy insurance, as provided in the said Bond Resolution and deliver evidence thereof to the Trustee, and to any holder of more than 40 per cent of the bonds who so requests.

(3) To operate and maintain the Project in good condition.

(4) To deposit with the said Trustee revenues derived from the Project in the amount and at the time provided for in the Bond Resolution, which shall be placed in the "Organized Group Housing System Revenue Bonds, Second Series, Bond and Interest Account," sometimes referred to in the Bond Resolution as the "Bond Fund," and to the "Organized Group Housing System Revenue Bonds, Second Series, Bond Reserve Fund," sometimes referred to in the Bond Resolution as the "Reserve Fund," and the "Organized Group Housing System Revenue Bonds, Second Series, Emergency Repair Fund," herein called "Emergency Repair Fund."

(5) To keep separate accounts of all financial transactions affecting the bond issue and the operation of the student housing and furnish operating statements to the Trustee and others entitled to receive them as provided in the Bond Resolution.

(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:

ACCEPTANCE FEE:

1/20th of 1% of original bond issue with a minimum of \$250.00

ANNUAL FEE:

1/20th of 1% of the authorized and outstanding bonds with a minimum annual fee of \$200.00.

PAYING AGENT'S FEE:

1/10th of 1% of the sums disbursed for the purpose of paying principal and 1/4th of 1% of the sums disbursed for the payment of interest.

In cases of extraordinary services performed, the Trustee shall receive reasonable compensation for such service.

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 fiscal agency of the State of Oklahoma in the City of New York, State of New York, or in the event of the discontinuance of such agency, then at the Manufacturers Hanover Trust Company, New York City, New York, and to pay from the Bond Fund the required paying agent fees and trustee fees.

(b) To pay the principal of bonds prior to maturity when so directed upon proper notice by First Party.

(c) To make payments to First Party from the Emergency Repair Fund upon request by First Party as provided in the Bond Indenture.

(2) To maintain separately a "Bond Fund," "Reserve Fund," and an "Emergency Repair Fund" in accordance with terms of the resolution.

(3) To secure the amount of money deposited in the "Bond Fund," "Reserve Fund," and "Emergency Repair Fund" by an equivalent amount of United States Government Bonds in the manner prescribed by Federal law for the securing of trust funds.

(4) To invest the amount in the Reserve Fund and Emergency Repair Fund in United States Government Bonds; 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; and to invest portions of the Bond

Fund in short-term Government obligations as provided in the Bond Resolution.

(5) In the event of failure by First Party to deposit in the Bond Fund, the Reserve Fund, or the Emergency Repair Fund at the time 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 and the Emergency Repair Fund in accordance with the 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 Bond Fund, or the Reserve Fund, or the Emergency Repair 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 forty (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 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; provided, however, enforcement of any of the provisions of said Bond Resolution shall only be in accordance with the terms and provisions of this Trust 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;

(3) Or upon request of sixty per cent (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 thirty 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 thirty days.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 13th day of February, 1964.

REGENTS OF THE UNIVERSITY OF OKLAHOMA

By   
President

(Party of the First Part)

CITY NATIONAL BANK AND TRUST COMPANY  
OKLAHOMA CITY, OKLAHOMA

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

(Party of the Second Part)

ATTEST:

  
Secretary

ATTEST:

\_\_\_\_\_  
Cashier

February 13, 1964

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and that the Phi Kappa Psi, Mrs. Ted Owen, Mrs. Hettie Loar, and the owners of Newman Hall, the IFC Co-op House, and Logan House be notified of this change in policy. It was the further recommendation of the Regents' Committee that students presently residing in these houses not be recalled to University Housing during the second semester of this academic year.

On motion by Regent Davidson, the recommendations of the committee were approved. Regent Johnson asked that he be recorded as voting NO. Regent Johnson stated he favors the termination of preferential treatment, but is opposed to the projection for the time of effectiveness of the termination of preferential treatment and recall.

There being no further business the meeting was adjourned at 1:55  
p.m.



Emil R. Kraettli, Secretary