

MINUTES OF A SPECIAL MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, AUGUST 13, 1964 - 10:00 A.M.

A special 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, August 13, 1964, at 10:00 a.m.

The meeting was called after conferences with Regent Monroe for consideration of several emergency items. Dr. Pete Kyle McCarter, Vice President, represented President Cross at the meeting. Dr. Cross was invited to a meeting at the White House with President Johnson for a conference with university presidents.

Dr. Horace B. Brown, Vice President for Business and Finance, was also present at the meeting.

The following members of the Board were present: Regent Ira Eph Monroe, President, presiding; Regents Rothbaum, Johnson, Davidson, Little, and Houchin.

ABSENT: Regent Reuben Sparks.

The minutes of the meeting held on Thursday, July 16, 1964, were approved.

The first item to come before the Board was a report by Dr. Brown on the bids for construction of the 312 Married Student Apartments which were opened on August 6. It was found that only one bid, that of Link Cowen, United Builders, Inc., Shawnee, came within the amount of funds available for the project. Also, since that time Mr. Cowen, President of the Company, requested release on his bid because of an error in calculating his bid. Regent Monroe read a letter from Mr. Cowen making the request for release on his bid.

On motion by Regent Houchin Mr. Cowen was released on his bid.

Since all other bids were in excess of funds available, all bids were rejected on motion by Regent Davidson.

Architects Shaw and Shaw were present at the meeting and they reported it would be possible to make some changes in the specifications, which in their opinion would not make the project less attractive, and possibly reduce the construction costs by as much as \$110,000.

Another matter to which attention was called, was that none of the bidders had listed subcontractors, which is contrary to a policy adopted by the Regents at the meeting on July 11, 1963 (p. 7462). (More on pages 7563 and 7570.) On the matter of listing subcontractors the Regents agreed it is

the responsibility of the architect to list the major subcontractors in the specifications in such numbers as to cover at least 50% of the total project construction cost. Regent Davidson suggested that inquiry be made of bidders prior to opening of bids if subcontractors on major items were shown and if not, then such bids be returned to bidders unopened.

It was voted that bids be advertised on revised plans and specifications on August 14 and 20, bids opened on August 28, and the tabulation of bids be reported to the Regents by mail or telephone.

The architects stated in their opinion the project could be completed within 360 days, the completion date, September, 1965.

Dr. McCarter stated President Cross had asked that the Regents permit inclusion of the following items on the agenda for this meeting:

1. Recommendations for changes in the investment portfolio by J. & W. Seligman & Co., investment advisers on various funds.
2. Quarterly allocations from Section 13 and New College funds. The State Regents have requested that the Regents submit a recommendation in time for their August agenda.
3. Adoption of a Resolution accepting a grant from the Federal Aviation Agency in the amount of \$71,000.

On motion by Regent Houchin the above items were admitted to the agenda for this meeting, and Dr. McCarter asked Dr. Brown to give details on each as shown below.

Dr. Brown reported that J. & W. Seligman & Co. has recommended the following changes in the investment portfolio of the Will Rogers Memorial Scholarship Fund, and Regent Rothbaum moved approval:

<u>Sell:</u>	<u>Approx. Market Value</u>
70 shares American Telephone & Telegraph	\$4,900
100 shares Texaco	8,000
 <u>Buy:</u>	
\$12,000 Federal Land Bank 4 1/8 10/23/67	\$12,030

Approved.

The following Resolutions authorizing the sale of the above stock were unanimously adopted:

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 American Telephone and Telegraph Company:

- 48 shares - Cert. No. X007320 Regents of the University of Oklahoma
- 6 shares - Cert. No. S315826 University of Oklahoma, Trustee, For The Will Rogers Memorial Scholarship Fund, Under Trust Agreement Dated January 6, 1939
- 8 shares - Cert. No. 64T387487 Trustees UA Jan. 6, 1939 Will Rogers Memorial Scholarship Fund % University of Oklahoma Att. C. L. Thompson, Compt. Off., Norman, Oklahoma
- 8 shares - Cert. No. 64XA470877 Trustees UA Jan. 6, 1939 Will Rogers Memorial Scholarship Fund % University of Oklahoma Att. C. L. Thompson, Compt. Off., Norman, Oklahoma

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 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.

Unanimously adopted this the 13th day of August, 1964.

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 Texaco, Inc.

- 100 shs. Cert. No. T432965 University of Oklahoma, Trustee For The Will Rogers Memorial Scholarship Fund Under Trust Agreement Dated 1-6-39, % Mr. J. L. Lindsey, Controller, Norman, Oklahoma.

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

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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.

Unanimously adopted this the 13th day of August, 1964.

Dr. McCarter recommended that the following Quarterly General Improvement Allocations from Section 13 and New College Funds for the second quarter, fiscal year 1965, be approved:

Purchase of institutional furniture and equipment	\$40,000
Exterior covering of temporary type buildings	5,000
NSF undergraduate instructional scientific equipment program, matching funds	9,000
Minor alterations and improvements	<u>18,000</u>
	\$72,000

Approved on motion by Regent Rothbaum.

Dr. McCarter recommended adoption of the following Resolution accepting the Federal grant for runway repair project at Westheimer Field:

R E S O L U T I O N
ACCEPTING GRANT OFFER
AND APPROVING AND ENTERING INTO GRANT AGREEMENT

BE IT RESOLVED by the President and The Board of Regents of the University of Oklahoma, Norman, Oklahoma.

Section 1. That the President and the Board of Regents of the University of Oklahoma, Norman, Oklahoma, shall and they do hereby accept a Grant Offer of Federal funds as made by the Director, Southwest Region, Federal Aviation Agency, dated July 21, 1964, for the purposes therein set out; and that said President and Board of Regents do hereby accept all the terms, conditions, and obligations therein and thereby imposed and by our acceptance of same do hereby ratify the Project Application, and do hereby acknowledge such instruments as constituting a solemn and binding agreement with the United States Government, for the purpose of obtaining Federal aid in the development of the Max Westheimer Field, and that such agreement shall be as set forth hereinbelow.

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Section 2. That the President and the Board of Regents of the University of Oklahoma, Norman, Oklahoma, are hereby authorized and directed to evidence said University's agreement by affixing their signatures to such agreement, which is hereby executed in sextuple, and the Secretary of the Board of Regents is hereby authorized and directed to impress the official seal of the University of Oklahoma thereon and to attest said execution.

Section 3. That the Grant Agreement referred to hereinabove shall be as follows:

Federal Aviation Agency

GRANT AGREEMENT

Part 1-Offer

Date of Offer July 21, 1964

Max Westheimer Field Airport

Project No. 9-34-042-E504

Contract No. FA 65 SW-357

TO: University of Oklahoma, Norman, Oklahoma
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 25, 1964, for a grant of Federal funds for a project for development of the Max Westheimer Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Reconstruct Runway 17-35 to 3000' and the southwest taxiway to Runways 17-35 and 3-21.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration

of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project,

50 per centum of all allowable project costs.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$71,000.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before September 19, 1964 or such subsequent date as may be prescribed in writing by the FAA.
8. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances of the Project Application, dated March 25, 1964, and therefore it is understood and agreed that the Sponsor is under no obligation to furnish any such areas or rights under this Grant Agreement.
9. (a). By its acceptance of this Grant Offer the Sponsor agrees that insofar as is within its power and to the extent reasonable the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.

(b). The Sponsor's financial records of the project established, maintained and made available to personnel of the FAA in conformity to Section 151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) will also be available to representatives of the Comptroller General of the United States.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed

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under the project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

/s/ Phillip M. Swatep
By Acting Director, Southwest Region
(TITLE)

Part II - Acceptance

The University of Oklahoma does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 13th day of August, 1964.

Board of Regents, University of Oklahoma
(Name of Sponsor)

Attest: _____

By _____

Title: _____

Title President

CERTIFICATE OF SPONSOR'S ATTORNEY

I, David Swank, acting as Attorney for University of Oklahoma, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Oklahoma, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Norman, Oklahoma this 13th day of August, 1964.

/s/ David Swank

Title Assistant Professor of Law

PASSED AND APPROVED By a majority vote of the Board of Regents and approved by me this 13th day of August, 1964.

ATTEST:

Secretary

President, Board of Regents
University of Oklahoma

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The Regents voted to adopt the Resolution as shown above and authorized the President of the Board to sign the grant agreement for the University.

Dr. Brown reported on the anticipated completion dates for various building projects on the campus now in progress as follows:

Adams Hall Addition	September 21, 1964
Aerospace Center	September 1, 1964
Botany and Microbiology	April 23, 1965
Engineering Center	February 15, 1965
Fine Arts Center	April 30, 1965
The Towers	September 1, 1964
Whitehand Hall Remodeling	August 28, 1964 (if finish hardware arrives on schedule)

Regent Monroe brought up the matter of the proposed Golf Building on which the plans and specifications were approved at the May meeting held in Tulsa, and the call for bids on the construction of the project was authorized. At the July meeting the tabulation of bids was presented with votes as shown on page 7882 of these minutes. The Chair announced that the motion had failed.

Regent Monroe called attention to the following letter from President Cross to each member of the Board giving full details on his feeling in the matter:

"August 10, 1964

"Mr. Eph Monroe, President
Regents of the University of Oklahoma
117 South 5th
Clinton, Oklahoma

"Dear Mr. Monroe:

"As I told you by telephone, President Johnson has invited me, along with other presidents of state universities, to attend a luncheon at the White House on Thursday, August 13, to discuss ways by which state institutions of higher learning can make greater contributions to their states and regions. According to an article in the newspaper, Governor Bellmon has indicated that he will want a report from me concerning the conference. In our conversation you suggested, or perhaps you requested, that I accept the President's invitation. The meeting called by the President is, of course, in conflict with the meeting of the Regents of the University scheduled for the same day. Vice Presidents McCarter and Brown will be available that day to work with the Regents on the two matters up for consideration.

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"With respect to the golf building, I want to recommend that the bid of Barbour and Short be accepted. In my opinion, we'll never again be able to get a bid to construct anything on the campus at a basic cost of less than \$14.00 per square foot. In view of the quality of the building it is difficult to understand how this square foot cost could have been bid so low.

"Every square foot of the building will be a revenue producing square foot. If it is reduced in size, the number of lockers decreased, etc., the potential revenue will be reduced accordingly. I predict that this building will pay for itself in from 20 to 25 years which is not an excessive period of time when we consider our housing bond issues and the terms they run.

"I appreciate the reasons given by those members of the Board who oppose the construction of this building. However, similar reasons for opposition have been given in the past on ventures which finally turned out to be completely desirable in every way. The most notable example, I think, is the press box equipped with an elevator. When I proposed that a quarter of a million dollars be spent on the press box, great apprehension was expressed as to what the attitude of the public, especially the Legislature, would be. There were suggestions that this debt could not be retired through athletic income. There were additional suggestions to still further increase the seating capacity of the stadium so that more revenue could be obtained. It was predicted that the press box would never be completely filled during my administration as President.

"The idea of having an elevator associated with the press box was regarded as utterly preposterous. It was predicted that the public and the Legislature would be most critical of this expenditure of some \$20,000 for a structure to be used four or five times a year. The whole project on one occasion was referred to as 'Cross' folly.'

"As you know, events have fully justified the construction of the press box and the development of television in connection with football contests has demonstrated that it would have been pure folly not to have installed an elevator at the time the press box was constructed. The press box is no longer adequate to meet the needs of the sports writers who cover our athletic contests. The plain fact is the University has never built anything big enough to meet the need of its expanding student body and activities.

"I think you will find that the golf building will turn out as successfully or more so than the press box because it will in itself be an income producing structure. You will find also that ten years from now people will wonder why we didn't build something larger and quite possibly an addition will have been proposed and constructed. This opinion was shared at least in part by a reporter who was sent by the Tulsa World to explore the situation.

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"The golf building cannot be considered plush, I think, in the light of the very low cost per square foot. It is down to the bare essentials required in the operation of a successful golf program. The only way, in my opinion, to reduce the cost would be to reduce the size--something most unwise.

"Having said the above, I will tell you frankly that I shall not be greatly concerned if the Regents decide to disapprove my recommendation that the building be constructed. However, I would like for the minutes of the Regents to reflect my views.

"I send you greetings and every good wish with my regret that I shall be in Washington when the Board meets next Thursday.

Cordially yours,

G. L. Cross
President

cc: James G. Davidson
John M. Houchin
Mark R. Johnson
Quintin Little
Julian J. Rothbaum
Reuben K. Sparks"

Regent Monroe stated he had discussed the matter with Regent Sparks, who was absent, and reported Mr. Sparks had indicated he would vote NO on the project.

Regent Houchin called for a vote on a motion to accept the bid and award the contract to Barbour and Short, with the following result:

Regent Rothbaum	Yes
Regent Johnson	No
Regent Davidson	No
Regent Little	Yes
Regent Houchin	Yes
Regent Monroe	No

Regent Monroe stated Mr. Sparks was of the opinion the project is too elaborate, especially the lounge and living quarters, and that too much money is involved.

The Chair declared the motion failed. It was agreed to place the item on the agenda for the September meeting.

Because several members have other matters on the regular date for the September meeting (September 10), it was agreed to postpone the meeting to September 17. Dr. McCarter reported that Dr. Cross's schedule is clear for that date.

The meeting was adjourned at 11:30 a.m.


Emil R. Kraettli, Secretary