

MINUTES OF A REGULAR MEETING  
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA  
THURSDAY, DECEMBER 12, 1968 - 10:30 A.M.

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, December 12, 1968, beginning at 10:30 a.m.

The following were present: Regent Quintin Little, President, presiding; Regents Sparks, Calvert, Davies, Huffman, and Santee.

ABSENT: Regent Houchin.

The following were also present: Dr. J. Herbert Hollomon, President of the University; Vice Presidents Brown, Burr, Katzenbach, Kennedy, McCarter, and Riggs; Dr. Gordon Christenson, Assistant to the President; Mr. David Swank, Associate Professor of Law; Dr. Jess Burkett, Assistant Vice President for University Projects; Dr. Edward Brandt, Associate Director of the Medical Center; Mr. Raymond D. Crews, Business Administrator of the Medical Center; Mrs. Barbara H. James, Assistant Secretary of the Regents; Mr. James E. Swain, Press Secretary.

The minutes of the meeting held on November 14, 1968, were approved.

A report of the various achievements and accomplishments by the students, faculty, alumni, Research Institute, and the University as a whole for the Norman and Oklahoma City campuses was included in the agenda for this meeting.

President Hollomon made the following statement to the Regents and to the public concerning freedom and order on the University campus:

"Let me take this occasion to report to the Regents and the citizens of this state my views on freedom and order in the University community. I think the State and the University community again are entitled to know my views, not as reactions to any particular incident, but as general principles. These views have not changed since I first expressed them during my first visit to Oklahoma in Spring, 1967, so they are not new. They apply to all equally and not to any particular person or group.

"A university is a place where criticism and disagreements should be heard, of all places in our society. For it is there that students can risk new ideas without being penalized for their mistakes. But new ideas that are talked out are not the same as acts of disruption that threaten the peace of the University and the security of others. To underscore again what I have said on other occasions: Disruption of the University will not be tolerated.

"At this university, particularly, there is opportunity for peaceful change. Injustices can be remedied, grievances heard, mistakes corrected. As you know, I am sympathetic with the grievances and claims of many members of this university community. But action can no more be taken on these without fair process than it can against minority groups without fair hearing. There is a duty to preserve--to preserve that which makes right possible. This is our most precious duty. To correct wrongs without endangering our rights to do so is our most important responsibility.

"We are attempting on this campus a decision-process that is open and permits disagreements and grievances to be heard before final decisions are taken and there is always the process of appeal to me or to the Regents. But there is a difference between being protected in expressing a minority view and imposing that view dogmatically on others. The point is unmistakably clear: We will protect the right to disagree or be different on this campus. But let no one mistake this freedom as a weakness that can be overturned by tactics designed to provoke confrontation. Both peace and freedom will be maintained on this campus. Change can take place under our new process without impairing either. I know of no other system where that is true.

"Of course, if the general body of students and faculty do not wish to bother with involvement in a process of open decision, then the vocal minorities, whoever they be, will speak loudest, be heard most frequently, and receive most publicity.

"We can and will keep the peace on campus. But we cannot create it. Good will among men must come from within. With forbearance, tolerance and hope. We can--each of us--act with the community's interests in mind and overcome the evils of bigotry, racism and hate that can threaten both peace and freedom."

Regent Calvert stated this was a very commendable statement and that he was in full agreement with the views expressed by President Hollomon. Mr. Little said this was one of the best statements he has ever heard at a Regents' meeting in all the years he has served on this Board. The other members of the Board also expressed agreement with Dr. Hollomon's statements.

## B. Academic Matters

### I. Faculty Personnel

#### a. Norman Campus Faculty .

LEAVES OF ABSENCE:

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Sabbatical Leaves of Absence with Full Pay:

Paul G. Ruggiers, David Ross Boyd Professor of English, January 16 to June 1, 1969.

Besse A. Clement, David Ross Boyd Professor of Modern Languages, January 16 to June 1, 1969.

William R. Fulton, Professor of Education, September 1, 1969 to January 16, 1970.

Stewart C. Wilcox, Professor of English, January 16 to June 1, 1969.

James E. Hibdon, Associate Professor of Economics, September 1, 1969 to January 16, 1970.

Matthew E. Kraynak, Associate Professor of Nutrition and Chemistry, January 16 to June 1, 1969.

Leaves of Absence without Pay:

William L. Cory, Professor of Industrial Engineering, September 1, 1969 to January 16, 1970.

Edward C. Stoeber, Jr., Associate Professor of Geology and Geophysics, January 16 to June 1, 1969.

APPOINTMENTS:

Savoie Lottinville, Regents Professor of History, \$2,500 for 4½ months, 1/3 time, January 16 to June 1, 1969.

D. Ray Booker, Ph.D., Adjunct Associate Professor of Meteorology, no salary, September 1, 1968.

Paul Roderick Gregory, Assistant Professor of Economics, \$11,400 for 9 months, January 16, 1969.

Joseph C. Ray, Adjunct Assistant Professor of Political Science, 1/4 time, no salary, January 16, 1969. Also Assistant to the Vice President for Academic Affairs.

John Thomas Conlee, Special Instructor in Business Law, part time, November 1, 1968 to July 1, 1969. Paid by School and Community Services.

Barry Duane U'Ren, Special Instructor in Business Mathematics, part time, November 1, 1968 to July 1, 1969. Paid by School and Community Services.

Julia Margaret Roberts, Special Instructor in Social Work, part time, October 1, 1968. Salary paid by School and Community Services.

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CHANGE:

Thomas George Tufo, Special Instructor in Mathematics, salary changed from \$5,544 for 9 months, .70 time, to \$7,920 for 9 months, full time, September 1, 1968.

RESIGNATIONS:

Walter J. Saucier, Professor of Meteorology, June 1, 1969.

Robert C. Smith, Associate Professor of Music, June 1, 1969.

Michael Eisenstadt, Assistant Professor of Classics, January 15, 1969.

Approved on motion by Regent Sparks.

b. Norman Campus Graduate Assistants

APPOINTMENT:

Patrick D. Hollis, Zoology, \$125 per month, 1/4 time, November 1, 1968 to June 1, 1969.

RESIGNATIONS:

Jimmy Dean Hahs, Civil Engineering, September 1, 1968.

George J. Danneffel, Education, September 1, 1968.

David M. Welch, Geography, January 16, 1969.

Roy O. Harris, Journalism, November 8, 1968.

Aaron Elliott James, Zoology, November 1, 1968.

Approved on motion by Regent Sparks.

c. Oklahoma City Campus Faculty

APPOINTMENTS:

Sister Anne J. Lauf, M.S.N., Assistant Professor (Psychiatric Nursing), School of Nursing, \$944.44 per month, January 1 to June 1, 1969.

John Randel Caughron, M.D., Clinical Instructor in Gynecology and Obstetrics, without remuneration, November 1, 1968.

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George Walter Lucas, Instructor in Radiology (X-Ray Technology), \$750 per month, December 1, 1968.

William Riley Bullock, Jr., M.D., Clinical Assistant in Medicine, without remuneration, October 1, 1968.

Kenneth Lee Shewmaker, Ph.D., Visiting Lecturer in Psychiatry and Behavioral Sciences, without remuneration, November 1, 1968.

George Howard Ladd, M.D., Visiting Lecturer in Radiology, without remuneration, November 1, 1968.

#### CHANGES:

Thomas E. Acers, M.D., promoted from Assistant Clinical Professor to Associate Clinical Professor of Ophthalmology, November 1, 1968.

Adrian A. Kyriakopoulos, M.D., Instructor in Medicine, salary changed from without remuneration to \$450 per month, 1/2 time, November 1, 1968.

Nelson K. Ordway, M.D., Professor of Pediatrics and of Preventive Medicine and Public Health, salary changed from \$1,583.33 to \$2,416.66 per month, December 1, 1968.

A. Cyrus Tahernia, M.D., title changed from Clinical Assistant (Fellow in Pediatric Cardiology) to Instructor in Pediatrics, salary increased from \$750 to \$833.33 per month, December 1, 1968. Also Clinical Assistant in Medicine.

#### TERMINATIONS:

Beverlyn Rozanne Allen, B.S.N., Instructor in Nursing, November 15, 1968.

Adolph J. Brink, M.D., Instructor in Preventive Medicine and Public Health and in Environmental Health, October 1, 1968.

Yildiz G. Kutkam, M.D., Assistant Professor of Anesthesiology, November 1, 1968.

Approved on motion by Regent Davies.

President Hollomon reported the death of Carl Richard Earnest, M.D., Clinical Assistant in Surgery, on November 9, 1968.

## II. Changes in Degrees

### a. Graduate Degree Programs in Information and Computer Science

President Hollomon requested permission to add to this agenda an item pertaining to the addition of Graduate Degree Programs in Information and Computer Science. The Regents unanimously agreed to add this item to the agenda for consideration at this time.

President Hollomon said that during the fall semester a great deal of work has been done to develop as rapidly as possible the courses and curricula necessary to offer graduate degrees (Master of Science and Doctor of Philosophy) in Information and Computer Science. The clusters and sequences of individual courses have been developed, have been approved by the proper faculty bodies, and are ready to be submitted to the Oklahoma State Regents for Higher Education.

The curricula incorporating these courses, however, have taken longer to develop and have not yet been submitted for approval to the appropriate faculty bodies. President Hollomon said he learned this week that, if the curricula, along with the courses, are not recommended to the Oklahoma State Regents for Higher Education by January 1, that body will not consider them during this academic year. This information creates an emergency for us, since the University Regents will not meet again before January 1.

Because of this set of circumstances, President Hollomon said he was taking the unusual step of recommending that the University Regents approve in principle the establishment of the Master of Science and the Doctor of Philosophy in Information and Computer Science, contingent upon the subsequent approval of the Graduate Council, the Graduate Faculty, the Council on Instruction, and the President; and subject to the final approval of the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Sparks.

D. The University Community

III. Student Regulations

a. Correction of Student Guide

At the meeting of the Regents held on July 11, 1968, the Board approved the new Student Guide. In Section 1. B. of the Guide it provided that for each change of enrollment a fee of \$5.00 would be charged. This change in fee was inadvertently placed in the Guide and it should have provided that the fee was \$2.00 for enrollment changes.

President Hollomon recommended that the Student Guide for 1968 be corrected to change the fee required in Section 1. B. from \$5.00 to \$2.00 as established by the Oklahoma State Regents for Higher Education.

Approved on motion by Regent Huffman.

VIII. Schedules

a. Astro-Bluebonnet Bowl

On November 17 a telephone poll was taken of the Regents pertaining to the University of Oklahoma football team playing a post-season game in the Astro-Bluebonnet Bowl in the Astrodome in Houston on December 31, 1968.

President Hollomon recommended that the Regents confirm this action taken by telephone giving approval for the football team to play a post-season game in the Astro-Bluebonnet Bowl.

Approved on motion by Regent Davies.

E. Finance and Management

I. Investments

a. Miscellaneous Investments

President Hollomon reported the following securities are scheduled to mature in December and January:

Murray Case Sells Foundation

\$7,000 U. S. Treasury Bill due December 19, 1968  
\$6,847.20 5% Certificate of Deposit, American Exchange Bank  
and Trust Co., due January 15, 1969

Sallie B. Clark Loan Fund

\$6,212.50 5% Certificate of Deposit, American Exchange Bank  
and Trust Co., due January 15, 1969  
\$7,525.74 5% Certificate of Deposit, Liberty National Bank  
and Trust Co., due January 15, 1969

President Hollomon said these funds are used for matching the federal allocation for the National Defense Student Loan Program, but will not be needed for the spring semester. At this time reinvesting the Certificates of Deposit in Treasury Bills would give a better yield but would result in less of the principal being invested because Treasury Bills must be purchased in multiples of \$1,000.

In addition to the above, there is a \$6,332.49 5% Certificate of Deposit in the Lease and Royalty Fund which is due December 26, 1968. The accrued interest plus additional cash in the fund will permit purchasing a \$7,000 Treasury Bill.

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President Hollomon recommended that the principal and interest due on the Certificates of Deposit held by the Murray Case Sells Foundation and the Sallie B. Clark Loan Fund be reinvested in Certificates of Deposit to mature on September 1, 1969, and that the \$7,000 Treasury Bill due December 19 be reinvested in a new Treasury Bill to mature on or about September 1, 1969.

President Hollomon also recommended that the principal and interest due on the Lease and Royalty Fund Certificate of Deposit, plus additional cash in the fund, be used to purchase a \$7,000 Treasury Bill to mature in 10 or 11 months.

Regent Sparks moved that as much as possible of the principal and interest due on the Certificates of Deposit and the Treasury Bill held by the Murray Case Sells Foundation and the Sallie B. Clark Loan Fund be reinvested in U. S. Treasury Bills with the balance invested in a Certificate of Deposit, both to mature on or about September 1, 1969. Regent Sparks also moved that the principal and interest due on the Lease and Royalty Fund Certificate of Deposit, plus additional cash in the fund, be used to purchase a \$7,000 Treasury Bill to mature in 10 or 11 months.

Approved.

b. Investment Recommendations from J. & W. Seligman & Co.

There are 190 shares of Warner-Lambert Pharmaceutical Company \$4 cumulative convertible preferred stock held by the Will Rogers Memorial Scholarship Fund, the Children's Memorial Hospital Fund, and the Murray Case Sells Building Fund. This stock has been called for redemption on December 30, 1968 at \$103.17 per share with the understanding that holders of the preferred stock have the right to convert each share of preferred into three shares of common stock of the Company. Since the common stock is currently selling at approximately \$60, J. & W. Seligman & Co. recommended conversion of the preferred stock and retention of the common stock in the various portfolios.

J. & W. Seligman & Co. also made the following recommendations in the various funds:

Murray Case Sells Building Fund

Sell: \$5,000 RCA cv. 4½ 8/1/92

Plus cash and Treasury Bill maturing on December 19, 1968

Buy: 100 shares Leasco \$2.20 cv. pfd.



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Will Rogers Memorial Scholarship Fund

Sell: 200 shares General Motors  
190 shares Firestone Tire & Rubber

Plus cash

Buy: 300 shares Olin Mathieson  
300 shares Diamond International (up to this amount  
cash permitting)

Children's Memorial Hospital Fund

Sell: 200 shares General Motors  
150 shares American Electric Power

Plus cash

Buy: 300 shares Diamond International  
22 shares International Business Machines

David S. Pyle Memorial Fund

Sell: \$10,000 RCA cv. 4½ 1992  
200 shares Gulf Oil

Plus cash

Buy: 20 shares International Business Machines  
250 shares Melville Shoe (up to this amount cash permitting)

President Hollomon recommended approval of the investment recommendations submitted by J. & W. Seligman & Co.

On motion by Regent Huffman the recommendations were approved and the following resolutions were unanimously adopted:

RESOLUTION

WHEREAS Warner-Lambert Pharmaceutical Company has called for redemption on December 30, 1968, all of the outstanding shares of its \$4.00 Cumulative Convertible Preferred Stock at the redemption price of \$103.17 per share with the understanding that holders of the Preferred Stock have the right to convert each share of Preferred Stock into three shares of Common Stock of the Company; and

WHEREAS 190 shares of the Warner-Lambert Pharmaceutical Company Cumulative Convertible Preferred Stock are held by the Regents of the University of Oklahoma;

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NOW THEREFORE BE IT RESOLVED THAT we, the Regents of the University of Oklahoma do hereby authorize the conversion of the following Preferred Stock of Warner-Lambert Pharmaceutical Company into shares of Common Stock as offered by the Company:

100 shares - Certificate Number P3933  
90 shares - Certificate Number P024140

and by these presents we do hereby ratify and confirm the conversion 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 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 General Motors Corporation:

75 shares - Certificate Number K734-740  
15 shares - Certificate Number L391-747

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 University of Oklahoma Trustee of the Will Rogers Memorial Scholarship Fund Under Agreement Dated Jan 6, 1939, 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 General Motors Corporation:

54 shares - Certificate Number NA159-602  
50 shares - Certificate Number NA639-025

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 University of Oklahoma Trustee of the Will Rogers Scholarship Fund Under Agreement Dated Jan 6 1939, 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 General Motors Corporation:

6 shares - Certificate Number NE24-021

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 University of Oklahoma Trustee of the Will Rogers Memorial Scholarship Fund U/A Dtd. 1/6/39, 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 do hereby authorize the sale of the following stock of The Firestone Tire & Rubber Company:

90 shares - Certificate Number NY/CO 512234  
10 shares - Certificate Number NY/CO 511104  
90 shares - Certificate Number NY/CO 510881

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, 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 do hereby authorize the sale of the following stock of American Electric Power Company, Inc.:

4 shares - Certificate Number S0111863  
100 shares - Certificate Number S79008  
43 shares - Certificate Number S015457  
3 shares - Certificate Number S0329382

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, 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 do hereby authorize the sale of the following stock of General Motors Corporation:

100 shares - DP378-485  
100 shares - DP378-486

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, 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 do hereby authorize the sale of the following stock of the Gulf Oil Corporation:

100 shares - Certificate Number N742242  
100 shares - Certificate Number N742243

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 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.

IV. Fees

a. Engineering Publication Fee

President Hollomon reported that at their meeting on October 21, the Oklahoma State Regents for Higher Education authorized the University to discontinue the \$1.00 Engineering Publication Fee effective with the beginning of the spring semester, 1969. Discontinuing this fee was approved by the University Regents at the meeting on September 12 (p. 9495).

This was reported for information only and no action was required.

## V. Service Charges

### a. Charges for Munich Center Program

President Hollomon said that students enrolled in the University's Russian language training and Soviet area study program given in Munich, Germany, are now subject to the regular University instruction fees. The Institute for the Study of the USSR, which provides the basic services and facilities for the program in Munich, has requested that the University share a larger proportion of the cost of the program.

Professor V. Stanley Vardys, the University's director of the program, has indicated that regular University instruction fees alone will not be sufficient to cover the direct operating costs of the program. Based upon an estimate of 80 student enrollments a year, Professor Vardys estimates an annual need for an additional \$16,000, or \$200 per student per enrollment period, to cover the special costs associated with this overseas program. A projection of operating costs and income (assuming 80 student enrollments and a Munich overseas service charge of \$200 per student per enrollment period to be paid in addition to the regular credit hour fees) for the full year beginning June, 1969 follows:

	<u>Income</u>		<u>Expenses</u>
Fees	\$22,100	Instruction	\$18,000
Munich overseas service charge	<u>16,000</u>	Institute	14,400
Subtotal	\$38,100	Current expenses in Munich	1,000
Scholarship funds	<u>4,000</u>	Travel	3,000
Total	\$42,100	Current expenses in Norman	500
		Student help	1,500
		Scholarships	<u>4,000</u>
		Total	\$42,400

Consequently, Professor Vardys, Professor Hugh G. MacNiven (Director of International Programs), and Vice President McCarter have recommended that the students be charged an additional sum of \$200 each per enrollment

period to make the program as nearly self-supporting as possible beginning with the summer of 1969--the first session for which an additional charge could be instituted.

President Hollomon recommended that the Regents approve a Munich overseas service charge for students taking courses at the University of Oklahoma Munich Center of \$200 per student per enrollment period to be paid in addition to the regular credit hour fees, with the understanding that such charge will be effective beginning with the summer semester of 1969, and with the further understanding that the recommendation for the Munich overseas service charge will be submitted to the Oklahoma State Regents for Higher Education for final approval.

Approved on motion by Regent Santee.

VI. Matching Funds for Loan Programs

a. National Defense Student Loan Program

President Hollomon said that on the basis of National Defense Student Loan funds allocated to the University for 1968-69, \$14,633.33 will be required as matching funds for the 1969 spring semester. The Murray Case Sells Foundation has a \$14,000.00 U. S. Treasury Bill due January 10, 1969, and there is a small amount of cash in this fund that will cover the additional amount required.

President Hollomon recommended that the Regents authorize transferring \$14,633.33 from the Murray Case Sells Foundation as shown above as the University's 1/9 matching portion for the National Defense Student Loan Program for the spring semester, 1969.

Approved on motion by Regent Davies.

F. Operations and Physical Plant

I. Non-Academic Personnel

LEAVE OF ABSENCE:

Peggy Nan Gill, Assistant Director of Public Information for Continuing Education, leave of absence without pay extended from November 18, 1968 to July 1, 1969.

APPOINTMENTS:

Neil J. Dikeman, Jr., Assistant Director, Bureau for Business and Economic Research, \$14,500 for 12 months, January 1, 1969.

W. Bruce Donnelly, M.D., Staff Physician, Student Health Service, \$18,000 for 12 months, December 1, 1968.

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Funston Foyle Gaither, Consultant, School and Community Services, \$140 per month, part time, November 1, 1968.

Wilber A. Hood, Superintendent of Power Plant, \$11,676 for 12 months, December 23, 1968. Professional Status.

Linda Johnson, reappointed Assistant Director of Public Information for Continuing Education, rate of \$6,516 for 12 months, November 18, 1968 to July 1, 1969.

Charles Anthony Rice, Programmer III, Computing Center, \$11,500 for 12 months, November 25, 1968.

Gerry Winstin, Extension Specialist II (Trainee), School and Community Services, \$6,204 for 12 months, November 1, 1968.

CHANGES:

Karen Dawson Ganske, Administrative Assistant to the Director of the School of Library Science, salary changed from \$265 per month, 1/2 time, to \$437 per month, 3/4 time, February 1 to September 1, 1969.

Charles Edward Garver, title changed from Job Floorman to Superintendent, University Press Printing Division, salary increased from \$7,356 to \$9,156 for 12 months, November 11, 1968. Changed from Classified to Administrative Staff Status.

Robert W. Shields, Acting Section Head, Applications, Computing Center, salary changed from \$5,460 for 12 months, .70 time, to \$10,000 for 12 months, full time, November 1, 1968.

RESIGNATIONS:

Robert Leon Ferrier, Assistant Executive Secretary, Alumni Association, December 1, 1968.

Lelia W. Lehde, Extension Specialist II (VISTA Citizens Corps Coordinator), Multi-Purpose Training Center, November 1, 1968.

Elizabeth Ann Resler, Public Information Assistant, University Relations, November 23, 1968.

Approved on motion by Regent Huffman.

II. New Construction

a. Bids on Physical Sciences Center



Attached to this page is a tabulation of the bids received on the Physical Sciences Center, Phase I, which was distributed at the meeting. The lowest and best bid received was from Rayco Construction Company of Oklahoma City. In order to be within the project budget, however, it is necessary to accept all 23 deductive alternates bid. Accepting all alternates, the bid was \$3,837,972.

President Hollomon said one of the subcontractors that was listed by Rayco Construction Company is not acceptable to the University and the bidder has been directed to furnish the name of an acceptable subcontractor to replace the one rejected.

President Hollomon recommended that the Regents accept the bid of Rayco Construction Company with all deductive alternates on the condition that at any time within six months from the date of the contract the contractor will allow any one or all of the alternates deducted to be reinstated in the contract at the price bid. The acceptance of the bid is also subject to Rayco Construction Company substituting an acceptable subcontractor for the subcontractor rejected. President Hollomon requested the Regents to delegate the authority to approve the subcontractor to the President of the University.

Approved on motion by Regent Sparks.

#### b. Reallocation of Funds for New Construction

President Hollomon reported the architectural firm that has prepared the preliminary drawings on the new Health Center has submitted an estimated project cost of \$1,700,000. After study of the facilities included in the project it has been determined that this is a reasonable cost. At the July 11, 1968, meeting (p. 9463) \$1,400,000 was allocated to this project and allocations to the other projects to be constructed by bonds paid for by student fees were as follows:

University Arena	\$4,800,000
Student Activities Center	3,800,000
Physical Education/Recreation Center	3,400,000

These estimates were only estimated guidelines at the time of their initial adoption and the various architectural firms that are designing the buildings were not advised of these guidelines. Since the cost of the first project, the Health Center, will exceed the original estimate, it is necessary that firm cost guidelines be immediately established for all projects and all architectural firms working on the project be advised of these cost guidelines.

President Hollomon recommended that the Regents change the allocation of funds for the student fee/bond projects as follows:

PHASE I OF THE PHYSICAL SCIENCES CENTER  
 UNIVERSITY OF OKLAHOMA  
 NORMAN, OKLAHOMA  
 TITLE I 4-7-00303-0  
 TITLE II 2-7-00303-0

**B I D T A B U L A T I O N**

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NOVEMBER 19, 1968  
 10:00 A.M. (CST)

DOW GUMERSON AIA DONALD MCCORMICK FAIA  
 ASSOCIATED ARCHITECTS

Portion of Base Bid Allotted  
 to S.W. corner construction \$ 222,000      \$ 224,667      \$ 223,680      \$ 222,500      \$ 249,500      \$ 221,316

		BLOUNT, BARFELL, DENNEHY, INC.	UNITED BUILDERS, INC.	HARMON CONSTRUCTION CO.	MANHATTAN CONSTRUCTION CO.	WALTER NASHERT AND SONS, INC.	RAYCO CONSTRUCTION CO.
	BASE BID	\$ 4,855,000	\$4,536,000	\$4,837,000	\$4,737,000	\$4,622,000	\$4,466,000
15	Alt. #1 C. R. Platforms & Seatg	26,000	26,270	29,000	26,000	27,232	27,103
19	Alt. #2 Millwork Floors 1,2,3,&4	11,500	6,570	26,000	8,400	12,261	10,892
12	Alt. #3 Seating Lecture Halls	30,000	30,000	23,000	28,500	28,500	29,165
5	Alt. #4 Roof Items	7,000	2,980	6,400	3,000	6,200	6,680
21	Alt. #5 Millwork Flrs. 5 thru 11	58,200	46,800	53,000	13,000	45,180	58,927
1	Alt. #6 Lawn Sprinkler	11,500	11,550	11,500	11,000	20,000	15,215
7	Alt. #7 Seamless Flr.	13,800	12,870	13,000	13,500	20,742	13,566
4	Alt. #8 Vinyl Paneling	3,500	3,000	3,000	4,900	2,700	7,972
20	Alt. #9 Libr. Equipment	25,000	22,400	25,000	23,500	23,000	20,748
11	Alt. #10 Display Cabs.	4,000	8,700	3,000	2,800	2,680	4,428
16	Alt. #11 Carpeting	4,000	4,160	4,000	1,300	4,000	4,120
22	Alt. #12 Elev. #1	23,000	26,500	25,000	24,000	24,000	25,024

B I D T A B U L A T I O N

PHASE I OF THE PHYSICAL SCIENCES CENTER  
 UNIVERSITY OF OKLAHOMA  
 NORMAN, OKLAHOMA  
 FILE I 4-7-00303-0  
 FILE II 2-7-00503-0

NOVEMBER 19, 1968  
 10:00 A.M. (CST)

DOW GUMERSON AIA DONALD McCORMICK FAIA  
 ASSOCIATED ARCHITECTS

		BLOUNT, BARFELL, DENNEHY	UNITED BUILDERS, INC.	HARMON CONSTRUCTION CO.	MANHATTAN CONSTRUCTION CO.	WALTER NASHERT AND SONS, INC.	RAYCO CONSTRUCTION CO.
13	Alt. #13 Elev. #4	\$ 26,000	\$ 27,200	\$ 26,000	\$ 24,500	\$ 25,000	\$ 25,804
18	Alt. #14 Cold Room	20,500	18,000	30,000	11,000	19,000	5,448
23	Alt. #15 Lab Equip.	74,500	80,600	54,000	70,000	70,000	64,409
9	Alt. #16 Water Still	5,100	5,100	5,000	4,800	480	6,105
2	Alt. #17 Toil. Fixtures	2,500	2,600	2,600	2,400	4,500	2,496
14	Alt. #18 C. R. Dimmers	3,100	3,150	2,700	3,400	2,900	2,704
	Alt. #19 Sound System	4,100	4,200	5,000	7,800	5,000	5,226
10	Alt. #20 Emer. Lighting	3,000	2,500	2,900	2,300	2,600	2,969
3	Alt. #21 Debarr & West Debarr Hall	330,000	184,000	300,000	285,000	232,000	279,612
8	Alt. #22 Vinyl Asbestos	19,000	20,000	18,000	20,500	15,950	18,413
17	Alt. #23 Chalkboards	14,000	13,000	17,000	16,000	11,550	11,000
	Unit Price #1 Foundations	30.00/cu. yd.	2.00/cu. yd.	+ 65.00 - 20.00	+ 40.00 - 10.00	+ 75.00 - 25.00	100.00/cu. yd.
Contractors:	Mechanical Electrical Concrete	Kay Engineering Smith-Weir Dolese	U.S. Mechanical Shawver & Sons General Contractor	Bradley Mechanical Smith-Weir None	Kay Engineering Shawver & Sons Manhattan	** Shawver & Sons Dolese	U.S. Mechanical Smith-Weir Rayco Const. Co.

Health Center	\$1,400,000 to \$1,700,000
University Arena	\$4,800,000 to \$4,700,000
Student Activities Center	\$3,800,000 to \$3,700,000
Physical Education/Recreation Center	\$3,400,000 to \$3,300,000

and that all architectural firms presently working on these projects be notified of the cost limitations for their project.

Approved on motion by Regent Huffman.

c. Report on Major Capital Improvements Projects

As shown on pages 9630-33, a report was presented to the Regents on projects now under construction and on projects in various stages of planning on the Norman and Oklahoma City campuses. No action was required.

d. Cages

President Hollomon reported the following bids were received for construction of baboon cages on the roof of the School of Medicine Building:

	<u>Base Bid</u>	<u>Alt. No. 1</u>
Boles Construction Co.	\$21,885	-\$2,690
Jester-Ray & Associates	24,260	- 3,090
Lawson Construction Co., Inc.	25,800	- 3,100
Wynn Construction Co.	22,404	- 2,900

Dr. Warren Crosby of the Department of Gynecology and Obstetrics has been awarded a rather substantial research grant. Because of time limitations set by the grant he is in immediate need of cages suitable for housing baboon breeding colonies. Funds are provided in the grant to cover the cost of the cages.

President Hollomon recommended that the contract be awarded to Boles Construction Co., Moore, Oklahoma, for the base proposal and alternate No. 1 for a total contract of \$19,195.

Approved on motion by Regent Huffman.

III. Repairs, Remodeling, and Renovation

a. Repair of Roof - Medical School Building

On November 22-26 the Regents were polled by telephone on bids received through Central Purchasing for repair of the roof of the Medical School Building.

December 12, 1968

OFFICE OF FACILITIES PLANNING  
THE UNIVERSITY OF OKLAHOMA

9630

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER, 1968

## PROJECTS UNDER CONSTRUCTION

Project Number	Project	Architect	Contractor	Contract Award Date	Original Contract Amount	Current Contract Amount	Status (% complete)	Contract Completion Date
NORMAN CAMPUS								
	Golf Course Facilities	Architectural Committee	Bill Hayes Const. Co.	April 11, 1968	277,950	Same	68%	Dec. 7, 1968
	Alteration of and Addition to Jefferson House	Architectural Committee	Tankersley & Sons	April 11, 1968	183,000	184,558	98%	Oct. 22, 1968
	Multiple "T" Hangars	Office of Facilities Planning	Azetec Const. Company	Sept. 12, 1968	50,933	Same	15%	Feb. 6, 1969
	Power Plant Expansion	Hudgins, Thompson Ball & Assoc., Inc.	Link Cowen Const. Co.	June 4, 1968	2,260,120	Same	39%	June 4, 1969
	Social Sciences Center	Wright & Selby	Lippert Bros., Inc.	May 11, 1967	2,832,319	2,827,915	96%	Dec. 20, 1968
	Couch Center Parking Lot	Black, West & Wozencraft	S.L. Jenkins Const. Co.	Aug. 15, 1968	92,600	94,998	95%	Oct. 17, 1968
OKLAHOMA CITY CAMPUS								
	Basic Science Building	Frankfurt, Short, Emery & McKinley	Blount, Barfell, Dennehy, Inc.	Sept. 14, 1967	3,007,200	3,033,819	53%	Aug. 4, 1969
	Remodeling Ward I-H Childrens' Memorial Hospital	Physical Plant Staff	Beasley-Craig Const., Inc.	April 11, 1968	117,216	Same	95%	Oct. 8, 1968
	Emergency Room Remodeling	Physical Plant Staff	Boles Const., Inc.	June 13, 1968	54,025	Same	90%	Oct. 9, 1968

## MAJOR CAPITAL IMPROVEMENTS PROGRAM

PROGRESS REPORT, DECEMBER, 1968

## PROJECTS IN VARIOUS STAGES OF PLANNING

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
NORMAN CAMPUS							
	Physical Sciences Center	Gumerson & McCormick	C 12/23/66	4,085,000	Construction bids received and have been reviewed. Action to be taken by Board of Regents at its December, 1968, meeting.		Aug., 1970
	Athletic Dormitory	Coleman, Ervin, & Associates	L 10/16/67	850,000	Working drawings and specifications being developed by the architects although consultant services contract agreement has not been finalized.		Dec., 1969
	Swimming Pool	Fritzler, Knoblock, Furry		250,000	Site selection has been finalized. Architects moving ahead with development of total site preliminary studies.		July, 1969
	Health Center	Halley, Reik & Hester	L 11/11/65	1,400,000	Elm Street site officially accepted. Architects ready to proceed with working drawings--but are awaiting finalization of consultant services contract agreement.		
	Physical Education and Recreation Center	Reid & Heep	L 10/5/66	3,400,000	Use Planning Committee being established. Office of Facilities Planning ready to begin programming.		
	University Arena	Sorey, Hill & Binicker	L 5/5/66	4,800,000	Schematic plans begun under the guidance of Athletic Department. Use Planning Committee has begun review of these initial planning efforts and are beginning re-programming as required.		

PROJECTS IN VARIOUS STAGES OF PLANNING  
(Continued)

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
	Student Activities Center	Noftsger & Lawrence	L 7/22/68	3,800,000	Office of Facilities Planning has begun development of program with Use Planning Committee. Architectural design consultant yet to be selected by the University's Board of Regents.		
	E. A. Walker Dormitory	Murray, Jones, Murray	L 2/8/66	850,000	Project dormant. Only three \$125,000 distributions of the \$850,000 gift received at this time.		
	Fine Arts Center and Museum	Howard, Samis & Lyons	C 4/12/68	2,101,000	Working drawings and specifications completed and are being reviewed by the Office of Education in Dallas for release to advertise for bids.		July, 1970
	Undergraduate Library	Shaw & Shaw	L 2/8/66	3,500,000	Project dormant. Funding to be developed and siting to be finalized.		
	Law School	Whiteside, Schultz & Chadsey	L 2/8/66	3,320,000	Project dormant/not funded. Basic schematics developed by architects during 1965/66.		
	Life Sciences Center	McCune, McCune & Associates	L 2/8/66	2,000,000	Project dormant/not funded. Schematic planning suspended until authorized to proceed.		
	Severe Storms Lab	Otha Wolf	L 10/12/67	692,000	Schematic plans partially developed. Project awaiting Federal funding.		
OKLAHOMA CITY CAMPUS							
	New University Hospital Phase I	Frankfurt, Short, Emery & McKinley	C 12/23/66	10,500,000	Architect working on preliminary drawings	Mar. 3, 1969	June, 1971
	Student Housing-Self Liquidating Bonds	Murray, Jones, Murray	L 3/15/68	4,729,100	Preliminary plans approved June 13, 1968. Because of high site and parking structure costs, waiting December 10 Bond election for possible assistance.		

PROJECTS IN VARIOUS STAGES OF PLANNING  
(Continued)

Project Number	Project	Architect	Contract or Letter	Estimated Cost	Status	Est. Compl. Date-Plans	Est. Compl. Date-Const.
OKLAHOMA CITY CAMPUS (Continued)							
	New Library- Computer Building	Sorey, Hill, Binnicker	Architect supplied by Donor	4,216,754	Schematics prepared for use in grant request. Request approved by National Library of Medicine, but not funded to date. Tentative federal funds.		
	Radiology Addition- Self-Liquidating Bonds	Seminoff, Bowman, Bode	L 3/15/68	350,000	Schematics, cost estimates and income forecasts are being prepared. Conferences with bond advisors indicate good possibility for bond sale.		



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The following bids were received:

Grandstaff Roofing Company, Spencer	\$ 7,200
Standard Roofing Company, Oklahoma City	\$10,480

President Hollomon recommended confirmation of the action taken by telephone awarding the contract for this project to Grandstaff Roofing Company, Spencer, Oklahoma, on the basis of their low bid of \$7,200.

Approved on motion by Regent Davies.

b. Renovation of Nursing Unit

President Hollomon said plans have been prepared by the staff of the Medical Center Physical Plant Department for the renovation of a nursing unit in the University Hospitals. The plans were available at the meeting. This unit is one which will continue to be used as a patient area for at least seven more years. The proposed renovation provides for central air conditioning, improved work stations for medical and nursing personnel, new and adequate lighting in various areas and general refurbishing of the patient rooms.

The Medical Center obtained bids for the central air conditioning, but most of the other renovation will be accomplished by the staff of the Physical Plant Department. The total estimated project cost is \$42,000. Funds are available through a combination of trust and budget funds.

President Hollomon said the following bids were received for furnishing and installing the central air conditioning equipment for this project:

Air Engineering, Inc., Oklahoma City	\$8,978
Comfort, Incorporated, Oklahoma City	8,107
Tom Dolan Heating Company, Inc., Oklahoma City	6,682

All bids are for acceptable products and all are within the engineer's estimate.

President Hollomon recommended that the Regents approve the renovation of this nursing unit in the University Hospitals as shown on the plans and that the contract for furnishing and installing the central air conditioning be awarded to Tom Dolan Heating Company, Inc. on the basis of their low bid of \$6,682.

Approved on motion by Regent Calvert.

## c. Department of Anatomy Remodeling

President Hollomon reported the following bids were received for remodeling the Department of Anatomy in the School of Medicine Building:

	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	<u>Alt. 3</u>	<u>Alt. 4</u>
Boles Construction Co.	\$51,000	\$16,950	\$ 900	\$2,350	\$ 325
Ray Padgett Construction	51,652	16,337	1,177	3,281	250
Hugh M. Williams Constr.	52,386	18,000	1,200	3,100	200
Wynn Construction Co.	52,929	16,615	1,099	2,733	280
Lawson Construction Co.	54,300	16,980	899	2,660	312
Jester-Ray & Associates	58,340	16,880	1,693	3,005	300
Oran Alexander Constr.	59,888	17,271	834	2,081	329

All alternates are deducts

Alternate 1 - Delete all laboratory furniture and blackboards in rooms 342A, 342B, 343, 428A, 428B, and all dark room equipment in room 430C.

Alternate 2 - Delete new sink unit and desk units in room 426.

Alternate 3 - Delete all demolition, construction, electrical, and mechanical work in or associated with room 28 in basement.

Alternate 4 - Delete door 1 and all associated work in room 237 and 239.

Since funds are not available to cover the cost of the base bid, President Hollomon recommended that the Regents accept the base bid and alternates 1, 2, and 4 as submitted by the Boles Construction Co., Moore, Oklahoma, for a total contract of \$32,825. Funds are available in the Educational and General Budget and from a health manpower training grant to cover this cost.

Approved on motion by Regent Huffman.

## IV. Architects

## a. Aero Commander Building

President Hollomon said that Aero Commander Division of North American Rockwell has made a specific request that the firm of Hudgins-Thompson-Ball and Associates be appointed as architects for the building they plan to construct in our Research Park on the North Campus. The members of the Regents' Facilities Planning Committee were polled by telephone and have concurred with this request.

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President Hollomon recommended that the Regents approve the firm of Hudgins-Thompson-Ball and Associates as architects for the Aero Commander research facility.

Approved on motion by Regent Sparks.

V. Contracts and Agreements.

a. Munich Center Agreement

For the past several years with the cooperation of the Institute for the Study of the USSR, the University has conducted programs in Russian-language training and Soviet area studies at the Institute's facilities in Munich, Germany. These programs were under the direction of Professor John G. Eriksen until his resignation from the faculty in 1968 and are now under the direction of Professor V. Stanley Vardys.

During the initial stages of development, the Munich programs have been operating on the basis of informal agreements between the University and the Institute, with the Institute making significant contributions to the establishment of the programs. Now, however, the Institute would like to have the relationship formalized and the University undertake a greater share of the cost of the programs. The proposed agreement, which results from lengthy negotiations, has that aim.

Under the proposed agreement, programs in Russian language and Soviet studies will be conducted during three sessions each year designated fall semester, spring semester, and summer semester. Students involved will be regularly enrolled at the University and will pay the appropriate University fees. The programs will be offered at the Institute's headquarters in Munich, which will house the "University of Oklahoma Munich Center." The Institute will provide various services and facilities similar to those which it now provides. They include but are not limited to space equivalent to at least one floor of the seven story Institute building; all cleaning and maintenance required; adequate telephone systems; adequate library facilities; lunch-room facilities so the students may conveniently have an inexpensive noon meal in a Russian-speaking environment; a full-time Russian-speaking attendant to prepare refreshments between classes; secretarial assistance as needed; all bookkeeping services for payments of expenses incurred on behalf of the University and for underwriting and cashing student checks; and administrative assistance in negotiating and arranging student housing, student excursions, customs clearance, residence permits, mandatory health examinations, and a variety of other administrative matters.

For the services and facilities the University agrees to pay the Institute \$12,000 annually in three equal installments plus \$30.00 per student per semester. The Institute will from time to time provide instruction by members of its staff or fully supported visiting professors at the

Institute and will supply that instruction free of charge. In addition to continuing this kind of support, the Institute has informally agreed to assist in the transition to a more self-sufficient operation by continuing to pay the salaries of three teachers from outside the Institute during the fall semester now in progress and the coming spring semester, an amount totaling \$5,396. Beginning with the 1969 summer semester, the University will pay such salaries as it does the salaries of other instructors not affiliated with the Institute.

In addition to providing for other administrative details, the agreement stipulates the University will appoint a resident Assistant Director of the University of Oklahoma Munich Center, whose compensation will be determined by the University and who will be responsible to the Director of the Program. A person is already filling such a position and is expected to remain available for that role.

The contract covers the one-year period from September 1, 1968, through September 1, 1969, and is automatically renewable year by year for five additional years unless either the Institute or the University gives notice to the other at least one year prior to the beginning of the next one-year term that the agreement will not be renewed.

Professor Vardys, Professor Hugh G. MacNiven (Director of International Programs), and Vice President McCarter have recommended that the contract be approved so that the Munich Center program in Russian language training and Soviet area studies may be continued and be insured a more predictable basis for operation.

President Hollomon recommended that the Regents approve the agreement with the Institute and authorize the President of the Board to execute the agreement.

Approved on motion by Regent Santee.

b. Loan Agreement and Lease - Union--Book Exchange

President Hollomon presented the following loan agreement between the Regents and the Trustees of the Oklahoma Memorial Union:

LOAN AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1968, by and between the Board of Regents of the University of Oklahoma hereinafter referred to as the "University" and the Board of Trustees of the Oklahoma Memorial Union, Inc., hereinafter referred to as "Union."

WITNESSETH:

That whereas the Union now leases and operates the Student Union facility on the main campus of the University of Oklahoma, and

Whereas the Union desires to remodel its facilities in order to more nearly accommodate student needs at the University of Oklahoma, and

Whereas the Union desires to borrow a sum of money from the University, through the University of Oklahoma Book Exchange, an auxiliary enterprise of the University of Oklahoma, and

Whereas the University of Oklahoma now leases certain space in the Student Union Building for the operation of its auxiliary enterprise, and desires to renegotiate said lease, and

Whereas the University will loan the Union funds to do the necessary remodeling, and

Whereas the loan, remodeling and Book Exchange lease are part of the same transaction and are to be considered as a unit.

Now therefore, in consideration of the promises herein contained, the parties agree that:

I. WITH RESPECT TO THE LOAN

1. The University will loan the Union the sum of \$100,000.00 from the University Book Exchange, an auxiliary enterprise. The term of the loan shall be from the date of this agreement until June 30, 1983.
2. The Union will repay the loan as follows:
  - a) From the date of the loan to June 30, 1969 Union will pay interest only.
  - b) From July 1, 1969 until June 30, 1983 the Union will make annual principal payments of \$7,142.86 and annual interest payments on the unpaid balance each June 30.
  - c) The interest to be paid on the loan shall be 5% of the unpaid balance as of June 30, 1969 and June 30, 1970. After June 30, 1970 the interest rate shall be reviewed and the annual interest rate for the next two years (1971 and 1972) shall be established as  $\frac{1}{2}$  of 1% above the Federal Reserve Discount Rate at the beginning of that two year period. The interest rate shall thereafter be reviewed biennially and the annual interest rate for the ensuing biennium shall be  $\frac{1}{2}$  of 1% above the Federal Reserve Discount Rate at the beginning of that biennium.
  - d) The Union shall have the right to prepay any part or all of the interest or principal due under the term of said loan at any time, without penalty for prepayment, provided only that any

such prepayment shall be first credited to interest earned to the day of the prepayment and the balance shall then be applied to reduce the principal sum.

3. In the event of default by the Union on any payment of principal or interest then the University shall have the right, in addition to the rights and remedies set forth in the Promissory Note, a copy of which is attached hereto as Exhibit A, to reduce its annual lease rental payment by the amount of the payment which is in default, and continue this agreement in full force, provided, however, an election hereunder shall not be considered in any manner as a waiver of the University's rights nor prevent the University from seeking its full redress for any subsequent default, including the right to accelerate the payments under the provisions of the Promissory Note..

## II. WITH RESPECT TO THE REMODELING

1. The Union will use the proceeds of the loan to:
  - A. Remodel approximately 4,000 square feet of the third floor of the Student Union Building and relocate the Billiard Room from the ground floor to that area.
  - B. Remodel approximately 6,000 square feet of the ground floor of the Student Union Building and establish in this area the following new facilities:
    - i) A restaurant which will have a unique decor and which will feature specialty foods with particular appeal to students.
    - ii) A gift and souvenir shop.
    - iii) A bankette for cashing checks for the University Community.
    - iv) A travel service bureau, to be operated by the University of Oklahoma Alumni Association, for serving the needs of the University Community, at a rental to be agreed upon by the parties.
    - v) A paperback fiction book shop to be operated by the University Book Exchange at a rental to be agreed upon by the parties.
    - vi) Other services and shops as space permits.

## III. WITH RESPECT TO THE LEASE (Exhibit B)

1. The University will lease from the Union 3,660 square feet of sales and merchandising area which is described as Rooms 134, 135, and

136 of the Student Union Building at an annual rental of \$3.50 per square foot and the University will lease from the Union as storage space 2,819 square feet located in the basement directly below the merchandising and sales area and designated as B 11 and B 12, 405 square feet located in Room 330 and 270 square feet located in Room B5B, all in the Student Union Building at an annual rental of \$2.00 per square foot. The total annual rental for all of the leased space will be \$19,798.00.

- 2. This lease shall be for a term of one year from the date hereof and shall be renewable for 14 successive one year terms. It shall be presumed that if either party fails to give notice to the other party at least six months prior to the anniversary date of this lease it will be renewed for the successive term. At the end of all 14 renewals provided herein Lessee shall have the option to renew this lease for another such period at a rental to be agreed upon by the parties.
- 3. The existing lease on the book store facilities dated September 1, 1948 and for a term of 25 years is, by agreement of the parties, cancelled and the new lease agreement substituted in its place in all respects.

IV. GENERAL PROVISIONS

- 1. Heretofore and presently the University has been and is making an annual payment to the Union, as a subsidy. From the date hereof any such subsidy may be reduced by the amount by which the new lease payments exceed the preceding years lease payments. This is computed as follows:

New Rent	\$19,798.00
Prior Year Rent	<u>6,953.00</u>
Decrease in Subsidy	\$12,845.00

This agreement is dated and effective the date first written above.

ATTEST:

\_\_\_\_\_  
Secretary

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA

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

ATTEST:

\_\_\_\_\_

THE BOARD OF TRUSTEES OF THE  
OKLAHOMA MEMORIAL UNION, INC.

By \_\_\_\_\_

December 12, 1968

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President Hollomon presented the following proposed lease agreement:

LEASE AGREEMENT

This lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1968, by and between the Board of Trustees of the Oklahoma Memorial Union, Inc., hereinafter referred to as Lessor, and the University Book Exchange, an auxiliary enterprise of the University of Oklahoma, hereinafter referred to as Lessee,

WITNESSETH:

Whereas Lessor now leases certain property from the Board of Regents of the University of Oklahoma, known as the Oklahoma Memorial Student Union Building, and

Whereas the Lessor has the right to sublease a portion thereof to others in fulfilling its requirements to provide full services to the students of the University of Oklahoma, and

Whereas the University of Oklahoma desires to sublease a portion of said building for the operation of a student book store,

Now therefore, the parties covenant and agree that:

(1) Lessor does hereby lease unto Lessee the following described premises, to wit:

3660 square feet of sales and merchandising area which is described as Rooms 134, 135 and 136 of the Oklahoma Memorial Student Union Building at an annual rate of \$3.50 per square foot.

3496 square feet of storage space described as 2,819 square feet located in the basement directly below the merchandising and sales area and designated as Room B 11 and B 12, 405 square feet located in Room 330 and 270 square feet located in Room B5B, all in the Oklahoma Memorial Student Union Building, at an annual rate of \$2.00 per square foot.

This lease shall be for a term of one year from the date hereof and shall be renewable for 14 successive one year terms. It shall be presumed that if either party fails to give notice to the other party at least six months prior to the anniversary date of this lease it will be renewed for the successive term. At the end of all 14 renewals provided herein Lessee shall have the option to renew this lease for another such period at a rental to be agreed upon by the parties.



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(2) Lessee shall pay the rent required hereunder monthly in advance.

(3) Lessee will furnish all necessary furniture and fixtures required for the satisfactory operation of the store. Said furniture and fixtures to remain the property of Lessee whether attached to the premises or not.

(4) Lessee will maintain the premises in good condition and will from time to time as often as it deems necessary completely redecorate the merchandising and sales area at Lessee's sole risk and expense.

(5) Lessee will pay all the costs of the utilities required for its operation except heating and cooling which shall be provided by Lessor, the cost of which has been included in the rental.

(6) Lessee will provide its own janitorial service.

(7) At the expiration of the term of this lease or any renewal thereof Lessee will surrender the premises to Lessor in good condition, reasonable use and wear (and damage by fire and other unavoidable casualties) excepted.

(8) Lessee shall hold, use and occupy the leased premises for commercial purposes only and will not permit the leased premises to be used for any activity prohibited by the statutes of the State of Oklahoma or the rules and regulations of the University of Oklahoma.

(9) Lessee shall not assign this lease nor sublease more than 10% of the area leased herein without Lessor's prior consent.

In witness whereof, the Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

LESSOR:

THE BOARD OF TRUSTEES OF THE  
OKLAHOMA MEMORIAL UNION, INC.

By \_\_\_\_\_

LESSEE:

THE UNIVERSITY OF OKLAHOMA

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
President Hollomon recommended that the Regents approve the loan agreement and authorize the President of the Board to sign the document. He recommended also that the Regents approve the lease agreement and authorize the President of the University to execute this agreement.

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Approved on motion by Regent Calvert.

c. Interim Financing Agreement - Health Center

President Hollomon reported that arrangements have been made with the Liberty National Bank and Trust Company of Oklahoma City to provide interim financing for the construction of the new Health Center on the same basis as that provided for on the construction of the new Towers. The financing will be through the provisions of a loan agreement until the bonds to be issued in connection with the project are delivered. The rate of interest on the loan will be determined as the average bond interest rate which will not be known until the time of the sale of the bonds.

Dr. Hollomon said the Liberty National Bank has requested that the Regents take formal action approving the following loan agreement:

LOAN AGREEMENT

THIS AGREEMENT entered into this 12th day of December, 1968, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA (hereinafter called the "Borrower") and THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, OKLAHOMA (hereinafter called the "Bank").

WITNESSETH:

WHEREAS, the Borrower enacted a resolution dated December 12, 1968, which provides that the Borrower proposes an additional bond issue in the approximate amount of \$1,700,000.00 (hereinafter referred to as the "Bonds"); and

WHEREAS, the Borrower proposes to offer at public or private sale the above mentioned bond issue in order to finance the construction of a Student Health Center; and

WHEREAS, the Borrower wishes to start construction prior to the sale of the Bonds.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Borrower agrees to borrow from the Bank, and the Bank agrees to lend to the Borrower an aggregate sum up to \$1,000,000.00, which will be sufficient to continue the construction of the project until the aforementioned Bonds are sold, the money being borrowed for the purpose of paying the cost of construction until such time as monies are available from the sale of the Bonds. Such loan shall be evidenced by a note of the Borrower in the form attached hereto as "Exhibit A", and such note, or advances on the note, shall be drawn as construction costs are incurred on the project.

2. Prior to making the first note, or first advance hereunder, the Borrower shall furnish to the Bank the following:

- (a) A copy of the resolution of the Board of Regents proposing the bond issue and authorizing its President, Mr. Quintin Little, to execute this Loan Agreement and authorizing Dr. J. Herbert Hollomon to sign a note on behalf of the Borrower;
- (b) An opinion from the Borrower's Bond Counsel indicating the legality of the aforementioned bond issue;
- (c) Any other documents which the Bank shall deem necessary to adequately support the loan.

3. The note, or advances, under this Loan Agreement shall be drawn monthly and the Borrower shall deliver to the Bank a written request for any such note or advance, accompanied by the contractor's estimate showing the approval of the Borrower and the supervising architect.

4. The interest rate on the note shall be at average bond interest rate, to be determined upon the sale of the Bonds, but due to the uncertainty of that exact amount, the note shall bear a 5.6% rate until the actual interest cost is later determined.

5. This note shall be paid only from the student fees set aside for this purpose or the proceeds of the sale of the Bonds and the Borrower does hereby assign unto the Bank sufficient proceeds of the sale of any and all Bonds to repay this loan. It is understood that this agreement does not create any general obligation on the Regents of the University of Oklahoma, the State of Oklahoma, or the University of Oklahoma, but shall be paid only from the sources set out in this paragraph.

Executed and delivered the day and year first above indicated.

ATTEST:

\_\_\_\_\_

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By \_\_\_\_\_  
Quintin Little, President

ATTEST:

\_\_\_\_\_

THE LIBERTY NATIONAL BANK AND TRUST COMPANY  
OF OKLAHOMA CITY, OKLAHOMA

By \_\_\_\_\_  
Joe Semrod, Vice President

The bank has also requested that the Regents adopt a resolution authorizing a bond issue for the Health Center in the approximate amount of \$1,700,000 to be offered at either a public or private sale.

President Hollomon recommended that the Regents approve the plan of interim financing for the construction of the new Health Center building in the amount of \$1,000,000 and that the Regents authorize the President of the Board to sign the loan agreement and authorize the President of the University to sign the note in connection with this loan. He also recommended that the Regents adopt the following resolution:

RESOLUTION

WHEREAS the University of Oklahoma plans to construct a new Student Health Center on the campus of the University of Oklahoma and;

WHEREAS the project will be financed through the issuance of self-liquidating bonds in the amount of \$1,700,000.00 which shall be paid for through student fees and;

WHEREAS the University wishes to finance the interim construction of the Student Health Center by a loan agreement and note to be signed with the Liberty National Bank and Trust Company of Oklahoma City in an aggregate sum of \$1,000,000.00 and;

WHEREAS the interest rate on the note is to be determined on the sale of the self-liquidating bonds and will be at the average bond interest rate and;

WHEREAS the Liberty National Bank and Trust Company of Oklahoma City has agreed to furnish the interim financing for the construction of the facilities based upon the provisions outlined above.

NOW THEREFORE be it resolved that the Regents of the University of Oklahoma hereby authorize the President of the Board of Regents to execute the loan agreement and authorize Dr. J. Herbert Hollomon to sign a note in behalf of the University to carry out the intention of this resolution.

Approved on motion by Regent Sparks.

Mr. Calvert requested that the record show that he had no previous knowledge of negotiations for this loan and that he abstained from voting on this matter.

VI. Purchases

a. Aircraft Fuel

President Hollomon reported that Central Purchasing attempted to obtain bids on aviation gasoline and jet fuel for Max Westheimer Field for the period January 1, 1969 through December 31, 1969, but only one bid was

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received. This bid is from Continental Oil Company, Cherokee Pipeline Terminal, Oklahoma City. For a number of years the University has received only one bid for this gasoline requirement although bids are widely circulated.

The bid received from Continental Oil Company is as follows:

100,000 gallons gasoline 80/87 octane	\$.1397 per gallon	\$13,970
80,000 gallons gasoline 100/130 octane	\$.1547 per gallon	\$12,376
50,000 gallons jet fuel (JPS, JP-1, Jet 50)	\$.1387 per gallon	\$ 6,935

All of the amounts above are estimated and all prices are exclusive of federal tax.

President Hollomon recommended that the contract to provide aircraft fuel for Max Westheimer Field for the period January 1 through December 31, 1969 be awarded to Continental Oil Company, Cherokee Pipeline Terminal, Oklahoma City, on the basis of their bid as shown above.

Approved on motion by Regent Huffman.

b. Laundry

President Hollomon said Central Purchasing has also attempted to obtain bids for laundry for the Norman Campus for the period January 1 through December 31, 1969. Although Central Purchasing received four bids on this contract for the current year, only one bid was received for 1969.

The bid received is from Up-to-Date Laundry, Shawnee, Oklahoma, and the total contract is estimated to be \$30,470.00. A price comparison of the contract for this year and the bid for next year indicates the increased prices bid are in line with increased labor costs caused by the Wage and Hour law. Up-to-Date Laundry holds the current contract and is satisfactory.

President Hollomon recommended that the contract for laundry for the period January 1 through December 31, 1969 be awarded to Up-to-Date Laundry, Shawnee, Oklahoma, in accordance with their bid.

Approved on motion by Regent Davies.

## c. Trackless Trains

President Hollomon said bids were circulated for two power units and four coaches to be used on the campus as trackless trains. The bids received were as follows:

Deibler Trackless Trains  
Manhattan, Kansas  
1% 30 days, net 60

2 each Power Units as specified @	\$2,400.00 each	\$4,800.00
Options:		
Fabric Top	N.A.	
Metal Top	\$ 50.00 each	
Front passenger seat	\$ 75.00 each	
Heater and defroster	\$ 80.00 each	
4 each Coaches @	\$2,250.00 each	\$9,000.00
Freight and set up charges	\$ 400.00	

Norman Truck and Equipment Inc.  
Norman, Oklahoma  
Net

2 each Power Units @	\$1,799.00 each	\$3,598.00
Options:		
Fabric Top	\$ 170.00 each	
Metal Top	\$ 132.84 each	
Front passenger seat	\$ 62.00 each	
Heater and defroster	No charge	
4 each Coaches	No Bid	

International Harvester Co.  
Oklahoma City, Oklahoma  
Net

2 each Power Units @	\$1,785.22 each	\$3,570.44
Options:		
Fabric Top	Not available	
Metal Top	\$ 129.56 each	
Front passenger seat	\$ 62.00 each	
Heater and defroster	No charge	
4 each Coaches	No Bid	

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One late bid was received from Chance Manufacturing Company of Wichita, Kansas, bidding their train as a unit of one Power Unit and two Coaches at \$15,335.00 each for a total of \$30,670.00.

President Hollomon said the units bid by Norman Truck and Equipment Inc. and International Harvester Co. do not meet specifications in the following respects:

	<u>Specified</u>	<u>Offered by vendor</u>
Wheel Base	81"	100"
Differential Ratio	5:38 x 1	4:88 x 1
Fan	6 blade	4 blade
Wheels	12"	15"
Engine	75 HP - 134.2 cu.in. Displacement	110 HP - 196 cu.in. Displacement

In addition to those submitting bids, an invitation to bid was sent to eight other companies.

President Hollomon recommended that the bid of Deibler Trackless Trains be accepted for two Power Units, plus options, and four Coaches as shown above.

Approved on motion by Regent Davies.

## X. Leases and Easements

### a. North Campus Leases

President Hollomon reported the following leases for the North Campus were signed during the past month:

#### 1. Oklahoma Economic Development Foundation

Lease for 900 square feet in Building 1001 running from October 1, 1968 through June 30, 1969 with renewal options for each of four successive years commencing July 1 and ending June 30 at the rate of \$130.40 per month.

#### 2. Norman Chamber of Commerce

Lease for 273 obsolete theatre seats for use in Community Playhouse showing "Oklahoma" each summer. Lease running from October 15, 1968 through June 30, 1969 with renewal options for each of 98 successive years commencing July 1 and ending June 30 at the rate of \$1.00 per year. 60 day recapture clause written into the lease.

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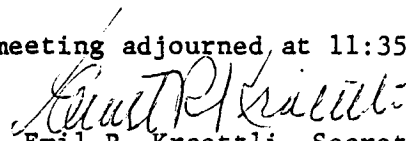
9649

In accordance with the action taken at the September meeting, this was reported for information and no action was required.

President Hollomon reminded the Regents that an informal meeting with students had been arranged beginning at 1:30 p.m. in Conference Room A of the Oklahoma Center for Continuing Education. He said this is an open meeting and all students have been invited to attend. He urged the Regents to remain for this session if possible.

President Hollomon said he plans to have some members of the faculty meet with the Regents following the January meeting.

There being no further business the meeting adjourned at 11:35 a.m.

  
Emil R. Kraettli, Secretary

Others present at the meeting:

Dr. John Renner, University Senate  
Dr. Sherril Christian, University Senate  
Dr. Gilbert Fite, University Senate  
Elizabeth Stubler, Office of Public Information  
Marty Curtis, Office of Public Information  
Jack Cochran, Office of Public Information  
Bob Willis, Office of Public Information  
Terry Black, Tulsa World  
Gil Jain, OU Photographer  
Ann Long, Oklahoma Daily  
Larry Chilnick, Oklahoma Daily  
Jim Bross, Norman Transcript  
Charles Ervin, Tulsa World  
Tom Devier, Tulsa Tribune  
Richard Bard, Oklahoman and Times  
Other unidentified public present