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Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Nacogdoches, Texas
October 23, 1970
VOLUME NO. 4

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Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Nacogdoches, Texas

October 23, 1970

The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at two o'clock p.m., October 23, 1970.

PRESENT:

Members: Mr. R. E. McGee of Houston
Mr. J. Harold Bates of Houston
Mrs. Lera Thomas of Houston
Mr. Douglas Bergman of Dallas
Mr. Walter Todd of Dallas
Mr. Roy Maness of Beaumont
Mr. Joe Bob Golden of Jasper
Mr. Sam Tanner of Longview
Mr. James I. Perkins of Rusk

Mr. C. G. Haas of Nacogdoches, Secretary

PRESENT: Dr. R. W. Steen, President of the University

Chairman McGee asked if there were any corrections to the Minutes of the previous meeting and hearing none he declared they stood approved as issued.
Upon motion of Regent Todd, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated.

1. Miss Janis Lorraine Wallbaum, 23, B. A. (Southeastern State College), M. A. to be granted January 1971 (Oklahoma State University), Lecturer-Instructor of Sociology at a salary rate of $7,500 for nine months, effective Fall Semester 1970.

2. Mr. Ronald Eugene Anderson, 28, M. A. (University of Iowa) Instructor of Music at a salary rate of $9,000 for nine months, effective Fall Semester 1970.

3. Mr. John Michael Knight, 24, M. A. (Stephen F. Austin State University), Instructor of Psychology at a salary rate of $7,000 for nine months, effective Fall Semester 1970.

4. Dr. Mary Hilton Appleberry, 49, Ed. D. (University of Houston), Assistant Professor of Elementary Education at a salary rate of $11,600 for nine months, effective Fall Semester 1970.

5. Mr. David Lee Petty, 33, M. A. (Texas Christian University), Instructor of Sociology at a salary rate of $8,500 for nine months, effective Fall Semester 1970.

6. Dr. Kenneth Hugh Price, 27, Ph.D. (University of Texas at Austin), Assistant Professor of Mathematics at a salary rate of $11,000 for nine months, effective Fall Semester 1970.

7. Mr. Ben Wayne Nicholson, 37, M.Ed. (Sam Houston State University), Instructor of Health and Physical Education and Assistant Football Coach at a salary rate of $10,275 for nine months, effective Fall Semester 1970.

8. Mrs. Kathryn Dobbs Morris, 29, M.A. (University of Arkansas), Instructor of English at a salary rate of $7,750 for nine months, effective Fall Semester 1970.

9. Dr. Barbara Helen Barrett, 29, Ph.D. (Texas Woman's University), Assistant Professor of Home Economics at a salary rate of $10,500 for nine months, effective Fall Semester 1970.

10. Mr. Albert Lee Moore, 26, M.S. (University of Illinois), Instructor of Music at a salary rate of $9,000 for nine months, effective Fall Semester 1970.

11. Mr. Algie Franklin Trussell, Jr., 30, M.S. (Texas A&M University), Instructor in the Statistics Laboratory and Associate Director of Data Processing Center at a salary rate of $15,000 for twelve months, effective Fall Semester 1970.
12. Mrs. Ethelind Sigloch Gibson, 39, M.S. (Kansas State University), Instructor of Home Economics (part-time) at a salary rate of $4,000 for nine months, effective Fall Semester 1970.

13. Mrs. Belva Jones Cooley, 23, M.B.A. (Texas Tech University), Instructor of Management at a salary rate of $8,000 for nine months, effective Fall Semester 1970.

14. Mr. Michael P. Cone, 25, M.A. (Stephen F. Austin State University), Instructor of Sociology at a salary rate of $7,000 for nine months, effective Fall Semester 1970.

15. Mr. John W. Cooley, 23, M.B.A. (Lamar Technological College), Instructor of Accounting at a salary rate of $8,000 for nine months, effective Fall Semester 1970.

16. Mrs. Wynona M. Sowell, 52, M.A. (Stephen F. Austin State University), Instructor of Sociology at a salary rate of $7,000 for nine months, effective Fall Semester 1970.

17. Mrs. Vera Gabbert Graham, 37, M.Ed. (Northwestern State College), Instructor of School Services at a salary rate of $8,500 for nine months, effective January 12, 1971.

18. Mr. George Kennedy Stephenson, 63, M.F. (Yale School of Forestry), Editor Forestry Publications (part-time) at a salary rate of $2,500 for nine months, effective Fall Semester 1970.

19. Dr. Krishnaswamy Kadambi, 62, Ph.D. (Munich University), Research Technologist in Forestry at a salary rate of $10,400 for twelve months, effective Fall Semester 1970.

Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated.

1. Mr. Weldon Leroy Smith, 35, M.B.A. (East Texas State University), Instructor of Business Administration at a salary rate of $1,500 for one and one-half months, effective June 1, 1970.

2. Dr. William Thomas Young, 41, Ph.D. (University of Iowa), Assistant Professor of Music at a salary rate of $2,749.96 for three months, effective June 1, 1970.

3. Mr. Robert E. Boudreaux, 29, M.Ed. (Louisiana State University), Instructor of School Services at a salary rate of $3,000 for three months, effective June 1, 1970.

4. Dr. John Q. Hays, 61, Ph.D. (University of California), Professor of English at a salary rate of $2,116.67 for one and one-half months, effective June 21, 1970. Dr. Hays partially filled the vacancy created by the death of Dr. Goodson.
5. Mr. Ben Wayne Nicholson, 37, M. Ed. (Sam Houston State University), Instructor of Health and Physical Education for Men at a salary rate of $1,712.50 for one and one-half months, effective June 1, 1970. Mr. Nicholson, Assistant Football Coach at a salary rate of $1,712.50 for one and one-half months, effective July 13, 1970.

6. Mr. William David Whitescarver, 29, M. A. (Sam Houston State University), Instructor of English at a salary rate of $1,358.33 for one and one-half months, effective June 24, 1970. Mr. Whitescarver partially filled the vacancy created by the death of Dr. Goodson.

7. Dr. Neal Houston, 42, Ph. D. (Texas Tech University), who is a regular member of our faculty, Editor of the Self-Study Report at a salary rate of $2,375 for one and one-half months, effective June 1, 1970.

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Upon motion of Regent Maness, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Mr. William Newton Jackson, 38, Supervisor of Stores in the Department of Biology, at a salary rate of $5,400 for twelve months, effective September 1, 1970.

2. Mrs. Mary Jo Linthicum, 42, B. S. (Stephen F. Austin State University), Forestry Librarian at a salary rate of $875 for one and one-half months, effective June 1, 1970.

3. Mr. Harold Huggins, 29, M. Ed., (Stephen F. Austin State University), Manager of Vending Service, effective August 15, 1970, at a salary rate of $9,000 for twelve months.

4. Mrs. Martha Barker Dickson, 35, B. A. (North Texas State University), Administrative Secretary, Student Life, effective August 31, 1970, at a salary rate of $4,800 for twelve months.

5. Mr. Harvey L. Rayson, 22, B. S. (Stephen F. Austin State University), Assistant Dean of Student Life, effective September 1, 1970, at a salary rate of $5,400 for nine months.

6. Dr. S. D. Choi, 57, M. D. (Okayama University, Japan), Health Services Physician, effective October 12, 1970, at a salary rate of $20,000 for twelve months.

7. Miss Alamita H. Musick, 47, M. Ed. (Stephen F. Austin State University), Counselor in Guidance, effective September 1, 1970, at a salary rate of $6,500 for twelve months.

8. Mr. Billy J. Click, 27, B. S. (Southwest Texas State University), Systems Analyst, EDP Center, effective August 1, 1970, at a salary rate of $11,100 for twelve months.
Upon motion of Regent Perkins, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following changes in status be accepted.

1. Reductions in rank and/or salary for the following individuals who failed to complete their doctorates:

   a. Mr. Ignacio M. Munoz from Associate Professor of Modern Languages at a salary rate of $11,500 for nine months to Assistant Professor of Modern languages at a salary rate of $10,750 for nine months, effective September 1, 1970.

   b. Mr. James O. Moses from Assistant Professor of Modern Languages at a salary rate of $11,000 for nine months to a salary rate of $10,500, effective September 1, 1970.

   c. Mr. Richard C. Lower from Assistant Professor of Philosophy at a salary rate of $10,500 to a salary rate of $9,900 for nine months, effective September 1, 1970.

   d. Mr. Carroll R. Schoenewolf, Assistant Professor of English, from a salary rate of $10,500 to a salary rate of $9,900 for nine months, effective September 1, 1970.

   e. Mr. Allen Martin Richman, Assistant Professor of History, from a salary rate of $11,200 to a salary rate of $10,500 for nine months, effective September 1, 1970.

   f. Mr. Jere Langdon Jackson, Assistant Professor of History, from a salary rate of $10,500 to a salary rate of $9,500 for nine months, effective September 1, 1970.

   g. Mr. Carl L. Davis, Assistant Professor of History, from a salary rate of $10,900 to a salary rate of $10,000 for nine months, effective September 1, 1970.

   h. Mr. Harry Miller Solomon from Assistant Professor of English at a salary rate of $10,500 to Instructor at a salary of $9,500 for nine months, effective September 1, 1970.

   i. Mrs. Marina M. Nickerson, Assistant Professor of Modern Languages, from a salary rate of $10,500 to a salary rate of $9,500 for nine months, effective September 1, 1970.

   j. Mr. James Galen Dickson, Jr., Assistant Professor of Political Science, from a salary rate of $11,000 to a salary rate of $10,000 for nine months, effective September 1, 1970.

2. Dr. Marvin B. Wade, Professor of Sociology, from full-time Faculty Research at a salary rate of $2,416.67 for the second summer term to full-time TSO at a salary rate of $2,416.67 for the second summer term, effective July 10, 1970. Dr. Wade filled the vacancy created by Dr. Houseworth's resignation.
3. Dr. Heinz Albert Gaylord, Assistant Professor of Psychology, from full-time Faculty Research, at a salary rate of $1,833.33 for the second summer term to full-time Faculty Research at a salary rate of $1,833.33 for the first summer term, effective June 1, 1970.

4. Mr. Charles K. Phillips, Instructor of Management, from part-time TSO at a salary rate of $791.67 for the second summer term to full-time TSO at a salary rate of $1,583.33 for the first summer term, effective June 1, 1970. Change made to accommodate teaching load in Department.

5. Mr. Milton Dudley Stewart, Assistant Professor of Economics, from full-time TSO at a salary rate of $1,750 for the second summer term to full-time TSO at a salary rate of $1,750 for the first summer term, effective June 1, 1970. Change made to accommodate teaching load in Department.

6. Dr. Dwane Russell, Professor of School Services and Director of Continuing Education, from part-time TSO at a salary rate of $2,333.33 for the summer session to full-time TSO at a salary rate of $1,666.67 for the summer session, effective June 1, 1970.

7. Mrs. Janice Sue Pattillo, Instructor of Elementary Education from full-time TSO at a salary rate of $1,250 for the first summer term to full-time TSO at a salary rate of $1,250 for the second summer term, effective July 10, 1970. Change to accommodate teaching load in the Department.

8. Dr. Harold M. Clements from Associate Professor of Sociology at a salary rate of $2,000 for the second summer term to Associate Professor and Head of the Department of Sociology at a salary rate of $2,200 for the second summer term, effective July 10, 1970. Dr. Clements assumed duties as Head of the Department at the beginning of the second summer term.

9. Dr. Philip Rex Kleitz, Assistant Professor of English, from full-time TSO second summer term at a salary rate of $1,862.50 to no teaching duties. Dr. Kleitz requested to be relieved of teaching the second summer term.

10. Mrs. Carolyn Stokes Foster, Instructor of English, from part-time TSO at a salary rate of $3,750 for nine months to full-time TSO at a salary rate of $7,800 for nine months, effective September 1, 1970. Change made to accommodate the teaching load in the Department.

11. Mrs. Judith Griffin Frye, Instructor of English, from part-time TSO at a salary rate of $3,750 for nine months to full-time TSO at a salary rate of $7,500 for nine months, effective September 1, 1970. Change made to accommodate teaching load in the Department.
12. Dr. Bernard-thomas Hartman from Professor of School Services to Professor of School Services and Director of the Speech and Hearing Clinic, effective July 15, 1970. He assumed administrative and clinical responsibilities associated with operation of the Clinic.

13. Dr. Talib Ali Alhashimi, Associate Professor of Agriculture, from a salary rate of $10,700 for nine months to a salary rate of $10,900 for nine months, effective September 1, 1970. Dr. Alhashimi completed the Ed. D. Degree after submission of the original budget.

14. Dr. Roy Dean Alston, Assistant Professor of Mathematics, from a salary rate of $10,650 for nine months to a salary rate of $11,000 for nine months, effective September 1, 1970. Dr. Alston completed the Ph. D. Degree after submission of the original budget.

15. Dr. Robert L. Shepard, Assistant Professor of Mathematics, from a salary rate of $10,650 for nine months to a salary rate of $11,000 for nine months, effective September 1, 1970. Dr. Shepard completed the Ph. D. Degree after submission of the original budget.

16. Mrs. Susanna Sheffield Duncan, Instructor of English, from part-time TSO at a salary rate of $5,850 for nine months to full-time TSO at a salary rate of $7,800 for nine months, effective September 1, 1970. Change made to accommodate teaching load in Department.

17. Dr. Clyde L. Iglinsky, Associate Registrar for Admissions, from a salary rate of $14,700 for twelve months to a salary rate of $15,200 for twelve months, effective September 1, 1970. Change to adjust inadequacy in salary.

18. Dr. Clyde L. Iglinsky, from Associate Registrar for Admissions at a salary rate of $15,200 for twelve months to Director of Admissions at a salary rate of $15,500 for twelve months, effective October 1, 1970. Dr. Iglinsky was appointed Director of Admissions upon the death of Mr. S. W. McKewen who previously held the title of Registrar and Director of Admissions.

19. Mr. C. W. Henry from Assistant to the Registrar at a salary rate of $9,200 for twelve months to Assistant Registrar at a salary rate of $9,750 for twelve months, effective October 1, 1970. Change made due to reorganization in the Registrar's Office.

20. Mr. Eugene Roy Barbin from Assistant Director of Placement and Student Financial Aid at a salary rate of $8,500 for twelve months to Registrar at a salary rate of $11,000 for twelve months, effective October 1, 1970. Mr. Barbin fills the vacancy of Registrar created by the death of Mr. S. W. McKewen.
21. Mrs. Eva Dunbar Bailey, part-time Instructor of Music, from a salary rate of $900 for four and one-half months to a salary rate of $900 for nine months, effective September 1, 1970. Change to employ a strings instructor for both semesters.

22. Mrs. Ernie F. Cox, Secretary, Self-Study, at a salary rate of $1,200 for twelve months, to Administrative Secretary, Student Life, at a salary rate of $1,500 for twelve months, effective July 6, 1970. Self-Study was completed and Mrs. Cox accepted full-time employment in the Student Life Office.

23. Mr. Van P. Samford, Dean of Men to Associate Dean of Student Life, effective September 1, 1970. Title change made to consolidate and expand functions of the offices of the associate deans in order that students might avail themselves of services without regard to sex, which was not possible under the previous organization.

24. Mrs. Ernestine H. Henry, Dean of Women, to Associate Dean of Student Life, effective September 1, 1970. Title change made to consolidate and expand functions of the offices of the associate deans in order that students might avail themselves of services without regard to sex, which was not possible under the previous organization.

25. Mr. Leonard L. Smith, Assistant Dean of Men, to Assistant Dean of Student Life, effective September 1, 1970. Title change made to consolidate and expand functions of the offices of the associate deans in order that students might avail themselves of services without regard to sex, which was not possible under the previous organization.

26. Mr. Leroy Baker Pattillo, Jr., Placement and Student Aid, returned from leave of absence at a salary of $9,500 for twelve months, effective September 1, 1970. Effective November 1, 1970, Mr. Pattillo's salary will be raised to $10,500 for twelve months. For the past two years Mr. Pattillo has been on leave of absence working toward his doctorate; therefore it was felt that the salary should be raised to a more acceptable level.

Upn motion of Regent Bergman, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following names be removed from the faculty and staff list:

1. Dr. William Lester Goodson, Assistant Professor of English, effective June 24, 1970. Dr. Goodson died June 23, 1970.

2. Mr. Stanford W. McKewen, Registrar and Director of Admissions, effective September 17, 1970. Mr. McKewen died September 16, 1970.

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Upon motion of Regent Bates, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Mr. Floyd Martin Chaney, Instructor of Management, effective July 8, 1970. Mr. Chaney is accepting employment elsewhere.

2. Mr. Curtis Ray O'Neal, Instructor of Accounting, effective August 7, 1970. Mr. O'Neal is accepting employment elsewhere.

3. Mr. Bob J. Beames, Assistant Professor of Journalism, effective August 31, 1970. Mr. Beames accepted employment elsewhere.

4. Dr. Kenneth D. Morgan, Assistant Professor of Health and Physical Education for Men, effective August 31, 1970. Dr. Morgan resigned to accept employment elsewhere.

5. Mr. Milton C. Tieman, Supervisor of Stores, Department of Biology, effective August 31. Mr. Tieman accepted employment elsewhere.

6. Mr. Hugo Alphonse Walter, Assistant Special Collections Librarian, effective December 31, 1970. Mr. Walter is resigning due to health reasons.

7. Dr. Donald E. Houseworth, Assistant Professor and Acting Head of the Department of Sociology, effective July 8, 1970, to accept other employment.

8. Mr. Phillip Alexander Gallo, Assistant Professor of English, effective May 31, 1971, to accept employment elsewhere.

9. Mrs. Peggy Wells Aurich, Administrative Secretary, Student Life, effective July 6, 1970. Employee's husband was graduated and they moved to Jacksonville, Texas.

10. Mrs. Ernie F. Cox, Administrative Secretary, Student Life, effective August 31, 1970. Mrs. Cox moved to Lake Jackson, Texas.

11. Miss Pamela Jean Benson, Counselor, Guidance, effective August 31, 1970. Miss Benson is getting married.

Upon motion of Regent Maness, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following retirement be accepted:

Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following leave of absence be granted:

1. Mr. Jimmy Glenn Ledbetter, Instructor of School Services, for the academic year 1970-71, in order that he may continue work on the doctoral degree.

Upon motion of Regent Perkins, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following returns from leave be accepted.

1. Mr. Byron Van Dover, Instructor of Biology, effective January 11, 1971. Mr. Van Dover will be returning from working on the Ph. D. at the University of Texas in Austin.

2. Mrs. Carol Sue Atkins, Administrative Secretary to the Dean of the School of Business, effective June 1, 1970. Mrs. Atkins had been on a three-month maternity leave.

3. Mrs. Vera Elizabeth Wallace, Assistant Cataloger, Library, effective September 1, 1970. Mrs. Wallace took three months leave during the summer for personal reasons.


5. Mrs. Willie Earl Reeder Tindall, Assistant Reference and Research Librarian, Library, effective September 1, 1970. During her year's leave, Mrs. Tindall completed her Master of Library Science Degree at Texas Woman's University.

6. Mr. George Kennedy Stephenson, Editor of Forestry Publications, effective September 1, 1970. Mr. Stephenson was on leave for six weeks in order that he might travel.

Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following curriculum items approved by the University undergraduate and graduate curriculum committees be approved:

COURSES ADDED: (Curriculum Committee)

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<th>Department and Number</th>
<th>Title</th>
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<tr>
<td>History 301</td>
<td>History of American Science</td>
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<td>*History 431</td>
<td>History of Spanish Mexico (1521-1810)</td>
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<td>*History 442</td>
<td>The Victorian Age (1837-1910)</td>
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<td>*Speech and Hearing 471</td>
<td>Advanced Measurement of Hearing</td>
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*Submitted for Graduate Credit also
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<td>Elementary Education 101</td>
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<td>The Infant: Development and Behavior</td>
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<td>Corrective Reading</td>
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<td>Elementary Education 4L2</td>
<td>Administration of Preschool Programs</td>
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<td>*Secondary Education 4L0</td>
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<td>Clothing: A Cultural Approach</td>
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<td>Home Economics 363</td>
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<td>Recent Developments in Textiles</td>
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<td>Chemistry 330</td>
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<td>*Chemistry 4L2</td>
<td>Fundamentals of Organic Chemistry</td>
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<td>Advanced Inorganic Chemistry Lab.</td>
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<td>Systems Theory</td>
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<td>Scientific Decision Making</td>
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<td>*Management 4L71</td>
<td>Problems in Industrial Management</td>
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<td>*Management 4L84</td>
<td>Problems in Personnel Management</td>
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*Submitted for Graduate Credit also
### COURSES ADDED: (Curriculum Committee) (continued)

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<th>Title</th>
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<td>Technical Illustration</td>
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<td>Art 300</td>
<td>Pictoral Composition</td>
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<td>Art 301</td>
<td>Three Dimensional Design</td>
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</tr>
<tr>
<td>Art 302</td>
<td>Advertising Design</td>
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<tr>
<td>*Art L01</td>
<td>Advanced Sculpture Studio</td>
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<td>*Art L39</td>
<td>Oriental Art</td>
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<td>*Art L40</td>
<td>Advanced Water Painting</td>
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<td>*Art L42</td>
<td>Advanced Painting Studio</td>
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</tr>
<tr>
<td>*Art L66</td>
<td>Seriography</td>
<td>3</td>
</tr>
<tr>
<td>*Theatre L10</td>
<td>Creative Dramatics</td>
<td>3</td>
</tr>
<tr>
<td>*Theatre L28</td>
<td>Advanced Directing</td>
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</tr>
<tr>
<td>*Theatre L35</td>
<td>Stage Lighting, Theory and Techniques</td>
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</tr>
<tr>
<td>*Theatre L61</td>
<td>Theatre History II</td>
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### COURSES TO BE REVISED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
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<tr>
<td>Office Administration</td>
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<td>Speech and Hearing</td>
<td>Voice and Diction</td>
<td>230</td>
<td>Principles of Speech</td>
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<td>*Speech and Hearing</td>
<td>Diagnostic Process</td>
<td>330</td>
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<td>*Speech and Hearing</td>
<td>Advanced Speech</td>
<td>431</td>
<td>Advanced Speech</td>
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<td>*Speech and Hearing</td>
<td>Advanced Clinical</td>
<td>435</td>
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</tr>
<tr>
<td>Geology 220</td>
<td>Introduction to Mineralogy and Crystallography</td>
<td>241</td>
<td>Mineralogy and Crystallography</td>
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<td>Geology 234</td>
<td>Petrology</td>
<td>242</td>
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<td>*Geology 231</td>
<td>Geomorphology</td>
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<td>*Geology 360</td>
<td>Marine Geology</td>
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<td>Physics 233</td>
<td>Introduction to Modern Physics</td>
<td>333</td>
<td>Modern Physics I</td>
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<tr>
<td>General Business</td>
<td>Business Law</td>
<td>335</td>
<td>Introduction to Business Law</td>
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<td>Office Administration</td>
<td>Advanced Shorthand</td>
<td>239</td>
<td>Advanced Shorthand and Office Procedures</td>
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<td>Agriculture 133</td>
<td>Field Crops</td>
<td>133</td>
<td>Agronomic Principles</td>
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<td>Agriculture 345</td>
<td>Soil Conservation</td>
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<td>Agricultural Resource Conservation</td>
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*Submitted for Graduate Credit also*
COURSES TO BE REVISED: (Curriculum Committee) (continued)

<table>
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<tr>
<td>Theatre 324</td>
<td>Stage Scenery and Lighting 3</td>
<td>224</td>
<td>Stage Scenery and Lighting 3</td>
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<tr>
<td>Theatre 325</td>
<td>Stage Costume and Make-up 3</td>
<td>225</td>
<td>Stage Costume and Make-up 3</td>
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<td>Art 325</td>
<td>Advertising Layout</td>
<td>325</td>
<td>Advanced Advertising Design</td>
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<td>Art 350</td>
<td>Afro-Art Influence</td>
<td>350</td>
<td>Primitive Art 3</td>
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<td>*Art 400</td>
<td>Advanced Sculpture Studio 3</td>
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<td>Sculpture Studio 3</td>
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<td>*Art 457</td>
<td>Commercial Art Rendering 3</td>
<td>457</td>
<td>Illustration Techniques 3</td>
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<td>*Art 473</td>
<td>Illustration 3</td>
<td>473</td>
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<tr>
<td>Elementary Education 339</td>
<td>Reading and Language Arts 3</td>
<td>339</td>
<td>Language Arts in the Elementary School 3</td>
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*Submitted for Graduate work also

COURSES TO BE DELETED: (Curriculum Committee)

<table>
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<th>Title and Credit</th>
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<tbody>
<tr>
<td>Speech and Hearing 439</td>
<td>Special Problems in Speech Pathology</td>
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<tr>
<td>Geology 460</td>
<td>Human Paleontology</td>
<td>3</td>
</tr>
<tr>
<td>Physics 108</td>
<td>Physics Problems</td>
<td>3</td>
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<td>Mathematics 411</td>
<td>Introduction to Modern Algebra I</td>
<td>3</td>
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<tr>
<td>Management 261</td>
<td>Human Relations in Business</td>
<td>3</td>
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<tr>
<td>Management 483</td>
<td>Business and Industrial Psychology</td>
<td>3</td>
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<tr>
<td>General Business 353</td>
<td>Principles of Salesmanship</td>
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<td>General Business 336</td>
<td>Business Law</td>
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<td>Office Administration 241</td>
<td>Advanced Shorthand and Office Procedures</td>
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<td>Art 465</td>
<td>Fashion Illustration</td>
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<td>Art 151</td>
<td>Design and Color</td>
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<td>Art 253</td>
<td>Advanced Design and Color</td>
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<td>Chemistry 401</td>
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COURSES ADDED: (Graduate Council)

<table>
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<tbody>
<tr>
<td>Forestry 464</td>
<td>Contemporary Problems in Forestry</td>
<td>3</td>
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<tr>
<td>Forestry 689</td>
<td>Dissertation Research</td>
<td>variable</td>
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<tr>
<td>Forestry 690</td>
<td>Dissertation Writing</td>
<td>variable</td>
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<tr>
<td>General Business 549</td>
<td>Marketing Management</td>
<td>3</td>
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<tr>
<td>Geography 575</td>
<td>Advanced Graduate Studies</td>
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### COURSES ADDED: (Graduate Council) (continued)

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<td>Geology 575</td>
<td>Advanced Graduate Studies</td>
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<tr>
<td>HPE 562</td>
<td>Motor Learning</td>
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<tr>
<td>HPE 575</td>
<td>Advanced Graduate Studies</td>
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<tr>
<td>Management 570</td>
<td>Management Problems in Industrial Relations</td>
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<td>Secondary Education 510</td>
<td>Intellectual Conflicts in American Ed.</td>
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<td>Secondary Education 510</td>
<td>Secondary School Curriculum Theory</td>
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<td>Secondary Education 560</td>
<td>Visual Literacy</td>
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<td>Secondary Education 563</td>
<td>Analyzing Teacher Behavior</td>
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<td>Secondary Education 567</td>
<td>Student Activities in the Secondary School</td>
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<td>Secondary Education 573</td>
<td>Current Instructional Innovations in Specific Secondary Subjects</td>
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<td>Secondary Education 584</td>
<td>Individualization of Instruction</td>
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<td>Theatre 430</td>
<td>History of Costume</td>
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<td>Theatre 470</td>
<td>History of the Movies</td>
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<td>Forestry 587</td>
<td>Seminar</td>
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### COURSES TO BE REVISED: (Graduate Council)

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<thead>
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<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>Forestry 453</td>
<td>Natural Woodland Communities I</td>
<td>453</td>
<td>Environment and Natural Resources I</td>
</tr>
<tr>
<td>Forestry 463</td>
<td>Special Problems 1</td>
<td>463</td>
<td>Special Problems 1-5</td>
</tr>
<tr>
<td>Geology 370</td>
<td>Vertebrate Palaeontology 4</td>
<td>570</td>
<td>Vertebrate Paleontology 4</td>
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<tr>
<td>HPE 560</td>
<td>Scientific Bases of Movement Education 3</td>
<td>560</td>
<td>Scientific Bases of Movement 3</td>
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<tr>
<td>HPE 585</td>
<td>Tests and Measurements in Health and Physical Education 3</td>
<td>585</td>
<td>Tests and Measurements in Physical Education 3</td>
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<td>Office Administration 561</td>
<td>Office Management 3</td>
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<td>Speech and Hearing 533</td>
<td>Research Seminar in Stuttering and Related Functional Speech Disorders 2</td>
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<td>Research Seminar in Stuttering and Related Functional Speech Disorders 2</td>
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<td>Sociology 361</td>
<td>Industrial Sociology 3</td>
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<td>Sociology of Religion 3</td>
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<td>Theatre 423</td>
<td>Applied Play Production to Theatre Projects 1-3</td>
<td>423</td>
<td>Theatre Projects 1-3</td>
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<td>Theatre 422</td>
<td>Theatre History 3</td>
<td>460</td>
<td>Theatre History: Early 3</td>
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<td>Speech and Hearing 531</td>
<td>Special Problems in Speech Pathology</td>
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COURSES TO BE DELETED: (Graduate Council)

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<tr>
<td>Art 520</td>
<td>Art of the Twentieth Century</td>
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<tr>
<td>Forestry 454</td>
<td>Natural Woodland Communities II</td>
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70-96

Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following appropriations for 1970-71 budget adjustments be made:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Account</th>
<th>Purpose</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000</td>
<td>6778</td>
<td>Fire Alarm Systems-Dormitories 17 and 19</td>
<td>Pledged Property Surplus</td>
</tr>
<tr>
<td>10,000</td>
<td>1206</td>
<td>Grounds Improvements</td>
<td>Educational and General Surplus</td>
</tr>
<tr>
<td>25,000</td>
<td>1075</td>
<td>General Furniture and Equipment Fund</td>
<td>Educational and General Surplus</td>
</tr>
<tr>
<td>2,500</td>
<td>6775</td>
<td>Engineering Services, Base Mapping for Master Planning</td>
<td>Pledged Property Surplus</td>
</tr>
<tr>
<td>6,000</td>
<td>5611</td>
<td>Purchase of Additional Vending Machines</td>
<td>Pledged Property Surplus</td>
</tr>
</tbody>
</table>

The additions to the budget are to provide improvements which were not included in the original budget. Funds for these purposes are available because balances brought forward from the previous fiscal year were larger than originally estimated, thereby providing additional resources for these and other projects.

70-97

Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the Bond Resolution for refunding the 1959 Housing System Bonds with the issuance of $1,500,000 of 1970 Series Building Use Fee Bonds be approved and that the Chairman of the Board be authorized to sign the resolution as follows:

CERTIFICATE FOR RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS

THE STATE OF TEXAS \\
COUNTY OF NACOGDOCHES  \\

We, the undersigned officers of the Board of Regents of Stephen F. Austin State University, hereby certify as follows:

1. The Board of Regents of Stephen F. Austin State University convened in REGULAR MEETING ON THE 23RD DAY OF OCTOBER, 1970, at the regular
designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

R. E. McGee, Chairman
Joe Bob Golden, Vice Chairman
J. Harold Bates
Douglas Bergman
Roy Maness
James I. Perkins
Sam Tanner
Mrs. Lera Thomas
Walter C. Todd
C. G. Haas, Secretary

and all of said persons were present, except the following absentees: None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye."

NOES: None.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting; and that said Resolution would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, as required by law; and that public notice of the time, place, and purpose of said meeting was given as required by Chapter 227, Acts of the 61st Legislature, Regular Session, 1969.

SIGNED AND SEALED this the 23 day of Oct., 1970.

/s/ C. G. Haas
Secretary

/s/ R. E. McGee
Chairman

(SEAL)

A RESOLUTION

BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY BUILDING REFUNDING REVENUE BONDS OF 1970, IN THE AGGREGATE PRINCIPAL AMOUNT
OF $1,500,000, BEARING INTEREST AT THE RATES HEREINAFTER SET FORTH TO PROVIDE FUNDS TO REFUND A LIKE AMOUNT OF BOARD OF REGENTS OF THE STATE TEACHERS' COLLEGES, STEPHEN F. AUSTIN STATE COLLEGE BUILDING REVENUE BONDS, SERIES 1959; PROVIDING THAT THE BONDS SHALL BE ON A PARITY WITH BOARD OF REGENTS, STATE SENIOR COLLEGES, STEPHEN F. AUSTIN STATE COLLEGE BUILDING USE FEE REVENUE BONDS OF 1968, AND THAT THE BONDS HEREIN AUTHORIZED TOGETHER WITH SAID OUTSTANDING BONDS WILL BE SECURED BY A FIRST LIEN ON AND PLEDGE OF THE BUILDING USE FEE AS HEREIN DESCRIBED, PRESCRIBING THE FORM OF BONDS, PROVIDING FOR THE EXECUTION AND EXCHANGE OF SAID BONDS FOR THE UNDERLYING BONDS, PRESCRIBING THE DUTIES OF THE OFFICERS OF SAID BOARD AND OF THE UNIVERSITY IN REFERENCE TO SAID BONDS, AND STIPULATING THAT THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE BOARD PAYABLE ONLY FROM THE PLEDGED REVENUES, AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to applicable laws, the Board of Regents, State Senior Colleges, (former governing board of Stephen F. Austin State College, the former name of "Stephen F. Austin State University") authorizing the issuance and sold its Board of Regents, State Senior Colleges, Stephen F. Austin State College Building Use Fee Revenue Bonds of 1968, in the aggregate principal amount of $1,000,000, for the purpose of paying a portion of the cost of constructing and equipping a Liberal Arts Classroom Building on the campus of Stephen F. Austin State College, Nacogdoches, Texas, all in accordance with a resolution authorizing said bonds adopted by the Board of Regents, State Senior Colleges on May 10, 1968 (herein defined as the "Outstanding Bonds"); and

WHEREAS, also pursuant to applicable laws the Board of Regents, State Teachers Colleges heretofore authorized and issued on behalf of Stephen F. Austin State College revenue bonds in the aggregate principal amount of $1,955,000, entitled Board of Regents, State Teachers Colleges, Stephen F. Austin State College Building Revenue Bonds, Series 1959," and

WHEREAS, pursuant to applicable laws, including Article 2909c-3 of Vernon's Edition of the 1925 Revised Civil Statutes of Texas, as amended, and said resolution authorizing the Outstanding Bonds, the Board is authorized to issue refunding bonds on a parity with the Outstanding Bonds; and

WHEREAS, it is deemed by the Board to be desirable, appropriate, necessary and for the good of Stephen F. Austin State University to issue negotiable revenue bonds on a parity with the Outstanding Bonds for the purpose of providing funds to refund all the said Series 1959 Bonds remaining outstanding; and

WHEREAS, prior to the refunding of the said Series 1959 Bonds, the Board proposes to pay certain of said Series 1959 Bonds aggregating in principal
amount $86,000, to-wit: $22,000 bearing interest at 3½% per annum, and $64,000 bearing interest at 5% per annum, with the result that there will remain outstanding at the time of such refunding, Series 1959 Bonds in the aggregate principal amount of $1,500,000.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

1. That for the purpose of refunding a like amount of Board of Regents of the State Teachers' Colleges, Stephen F. Austin State College Building Revenue Bonds, Series 1959, there shall be issued the negotiable bonds of the Board of Regents of Stephen F. Austin State University (formerly named Stephen F. Austin State College) in the aggregate principal amount of $1,500,000, which shall be entitled "Board of Regents of Stephen F. Austin State University Building Refunding Revenue Bonds of 1970," and said bonds shall be and are hereby issued for the same purpose, secured and payable in the same manner, and are of like tenor and effect except as to serial number, interest rate and maturity.

2. That said bonds shall be dated July 1, 1970, shall be numbered consecutively from One (1) through Three Hundred (300), in the denomination of $5,000 each, and shall mature serially on June 1 of each of the years and in the amounts, respectively, as follows:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>AMOUNTS</th>
<th>YEARS</th>
<th>AMOUNTS</th>
</tr>
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<tbody>
<tr>
<td>1971</td>
<td>$100,000</td>
<td>1977</td>
<td>$130,000</td>
</tr>
<tr>
<td>1972</td>
<td>100,000</td>
<td>1978</td>
<td>110,000</td>
</tr>
<tr>
<td>1973</td>
<td>100,000</td>
<td>1979</td>
<td>110,000</td>
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<tr>
<td>1974</td>
<td>100,000</td>
<td>1980</td>
<td>110,000</td>
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<tr>
<td>1975</td>
<td>125,000</td>
<td>1981</td>
<td>150,000</td>
</tr>
<tr>
<td>1976</td>
<td>125,000</td>
<td>1982</td>
<td>150,000</td>
</tr>
</tbody>
</table>

3. That said Board of Regents reserves the right and option to redeem such bonds prior to their scheduled maturities, in whole or in part, on any interest payment date at par and accrued interest to date of redemption, plus a premium for each bond of 1%. Notice of redemption is to be published in a financial publication published in the English language in the City of New York, New York, or in the City of Austin, Texas, at least once, not less than thirty (30) days before the date fixed for such payment, and thirty (30) days' notice in writing is to be given to the Places of Payment before the date so fixed for such redemption. Prior to the date fixed for redemption, funds shall be placed in the Places of Payment sufficient to pay the bonds called, the accrued interest and the premium thereon. Upon the happening of the above conditions said bonds thus called shall not thereafter bear interest.

4. That the said bonds scheduled to mature during the years, respectively, set forth below shall bear interest from their date, until maturity or redemption, at the following rates per annum, to-wit:

all bonds scheduled to mature during the years 1971 through 1974 —— 3.50% per annum;

all bonds scheduled to mature during the years 1975 through 1982 —— 5.00% per annum;
with said interest to be evidenced by interest coupons payable on the 1st day of December, 1970, and semi-annually thereafter on each June 1 and December 1.

5. That the principal of and interest on said bonds shall be payable in any lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of proper bond or coupon at The Stone Fort National Bank of Nacogdoches, Nacogdoches, Texas, or, at the option of the holder at the Chemical Bank, New York, New York (herein collectively called the "Places of Payment"), which places shall be the paying agents for said bonds.

6. That no one of said bonds shall be entitled to priority over any other bond of this issue in the application of the revenues hereinafter pledged to the payment of principal of and interest on the bonds, except as to maturity and interest rate, as provided in this resolution, regardless of the fact that some of the bonds may be delivered prior to the delivery of other bonds of the issue, it being the intent of this resolution that all bonds of this issue shall rank equally.

7. That each of said bonds and interest coupons shall be signed by the imprinted or lithographed facsimile signature of the Chairman of the Board of Regents and countersigned by the imprinted or lithographed facsimile signature of the Secretary of the Board of Regents, and the official seal of said Board shall be impressed, or printed, or lithographed on each of said bonds.

8. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each bond, and the form of the interest coupons to be attached to said bonds, shall be, respectively, substantially as follows:

NO. __________

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY BUILDING REFUNDING REVENUE BOND OF 1970

The Board of Regents of Stephen F. Austin State University (herein called the "Board") for value received, hereby promises to pay to bearer, on the 1st day of June 19__, but solely from the revenues hereinafter specified, the principal sum of

FIVE THOUSAND DOLLARS

and to pay interest thereon from the date hereof at the rate of ______ per cent (____ %) per annum, payable December 1, 1970, and semi-annually thereafter on June 1 and December 1 in each year, until the principal sum shall be paid or duly provided for, but until maturity hereof only upon presentation and surrender of the interest coupons hereto appertaining as they severally become due. Both the principal of and interest on this bond shall be payable
in lawful money of the United States of America at The Stone Fort National Bank of Nacogdoches, Nacogdoches, Texas, or at the option of the holder, at the Chemical Bank, New York, New York (herein collectively called the "Places of Payment"), without exchange or collection charges to the owner or holder hereof.

This bond is one of a duly authorized series of bonds of like tenor and effect except as to serial number, rate of interest, and maturity, numbered One (1) through Three Hundred (300), in the denomination of Five Thousand Dollars ($5,000), issued pursuant to a resolution adopted by the Board of Regents of Stephen F. Austin State University for the purpose of refunding a like amount of Board of Regents of the State Teachers' Colleges, Stephen F. Austin College Building Revenue Bonds, Series 1959.

The date of this bond, in accordance with the resolution is July 1, 1970.

The bonds of this series are issued under the laws of the State of Texas, and together with Board of Regents, State Senior Colleges, Stephen F. Austin State College Building Use Fee Revenue Bonds of 1968, are equally and ratably secured by and are payable both as to principal and interest from a first lien on and pledge of the gross proceeds of the Building Use Fee levied and collected from all students in regular attendance at Stephen F. Austin State University (formerly Stephen F. Austin State College) for the use and availability of the Liberal Arts Classroom Building, as provided in the resolutions authorizing the issuance of said 1968 Bonds and the series of Bonds of which this is one. This bond and the issue of which it is a part, and the interest thereon constitute special obligations of the Board and are payable solely from such revenues and do not constitute an indebtedness of the State of Texas, the Board or Stephen F. Austin State University. The holder hereof and of the coupons attached hereto shall never have the right to demand payment of this bond or of such coupons out of any funds raised or to be raised by taxation.

The Board shall have the option of calling said bonds for redemption prior to maturity, in whole or in part, on any interest payment date at par and accrued interest to date of redemption, plus a premium for each bond of 1%. Notice of redemption is to be published in a financial publication published in the English language in the City of New York, New York, or in the City of Austin, Texas, at least once, not less than thirty (30) days before the date fixed for such payment, and thirty (30) days' notice in writing is to be given to the Places of Payment before the date so fixed for such redemption. Prior to the date fixed for redemption, funds shall be placed in the Places of Payment sufficient to pay the bonds called, the accrued interest and the premium thereon. Upon the happening of the above conditions said bonds thus called shall not thereafter bear interest.

This bond and the interest coupons attached hereto are and shall be negotiable instruments in accordance with the laws of the State of Texas, and shall be transferable by delivery.
The Board reserves the right to issue additional parity revenue bonds under the terms and conditions stated in the resolution, and said additional bonds may be made payable from the same source, secured in the same manner, and placed on a parity with the bonds herein authorized.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this bond, and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas and the proceedings hereinabove mentioned; and that this bond does not exceed any Constitutional or statutory provision; and that provision has been made for the payment of principal and interest on this bond, and the series of which it is a part, by an irrevocable pledge of the revenues specified herein.

IN TESTIMONY WHEREOF, the Board of Regents of Stephen F. Austin State University has caused the corporate seal of said Board to be impressed, printed or lithographed hereon and has caused this bond and the interest coupons attached hereto to be executed by the imprinted facsimile signatures of the Chairman of the Board and the Secretary of the Board.

IN TESTIMONY WHEREOF, the Board of Regents of Stephen F. Austin State University has caused the corporate seal of said Board to be impressed, printed or lithographed hereon and has caused this bond and the interest coupons attached hereto to be executed by the imprinted facsimile signatures of the Chairman of the Board and the Secretary of the Board.

BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

By ____________________________
Chairman

ATTEST:

______________________________
Secretary

NO. ________ $_____

On the first day of __________, 19__, upon surrender of this coupon, unless the bond to which this coupon is attached shall have been previously called for redemption and payment duly provided therefor, the Board of Regents of Stephen F. Austin State University will pay to bearer at The Stone Fort National Bank of Nacogdoches, Nacogdoches, Texas, or, at the option of the holder at the Chemical Bank, New York, New York, but solely from the revenues specified in the bond to which this coupon is attached, the sum of $________, in lawful money of the United States of America, without exchange or collection charges to the owner or holder hereof, being six months' interest then due on its Board of Regents of Stephen F. Austin State University Building Refunding Revenue Bonds of 1970, dated July 1, 1970, numbered _________.

BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

______________________________
Secretary

______________________________
Chairman

4-21
OFFICE OF COMPTROLLER : REGISTER NO. ______________

STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of said Board of Regents of Stephen F. Austin State University, payable from the revenues pledged to its payment by and in the resolution authorizing same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas,

[SEAL]

Comptroller of Public Accounts of
the State of Texas

9. That in addition to the definitions of terms set out in Section 9 of the 1968 Resolution, throughout this resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise, to-wit:

(a) The term "Board" and/or "Board of Regents" in the following Sections of this resolution shall mean the Board of Regents of Stephen F. Austin State University.

(b) The term "Interest and Redemption Fund" shall mean the Building Use Fee Revenue Bonds Interest and Redemption Fund established by the 1968 Resolution.

(c) The term "Liberal Arts Classroom Building" shall mean the existing building known by such name on the campus of the University.

(d) The term "Outstanding Bonds" shall mean the outstanding bonds of that issue of Board of Regents of State Senior Colleges, Stephen F. Austin State College Building Use Fee Revenue Bonds of 1968, authorized by the 1968 Resolution.

(e) The term "1968 Resolution" shall mean the resolution adopted on May 10, 1968, by the Board of Regents, State Teachers Colleges, which authorized the issuance and sale of the Outstanding Bonds.

(f) The term "University" shall mean Stephen F. Austin State University (formerly Stephen F. Austin State College), Nacogdoches, Texas.

10. That the Board of Regents of Stephen F. Austin State University Building Refunding Revenue Bonds of 1970 (the "1970 Bonds") authorized hereby are parity "Additional Bonds" as the term is defined and as permitted to be issued in the 1968 Resolution, and Sections 9 through 24 of the 1968 Resolution are hereby adopted by reference, are hereby attached hereto as
Exhibit A, and shall be applicable to the 1970 Bonds for all purposes, except to the extent herein specifically modified and supplemented. Both the Outstanding Bonds and the 1970 Bonds shall be on a parity and of equal dignity in all respects.

11. That the principal of and the interest on the 1970 Bonds and the Outstanding Bonds are and shall be secured by and payable from a first lien on and pledge of the gross proceeds of the Building Use Fee levied and collected from all students in regular attendance at Stephen F. Austin State University for the use and availability of the Liberal Arts Classroom Building. Such revenues are hereby irrevocably pledged to the payment of the Outstanding Bonds, the 1970 Bonds, and any Additional Bonds hereafter issued in accordance with the terms of the 1968 Resolution, until all of the Outstanding Bonds, the 1970 Bonds and said Additional Bonds are retired.

12. (a) That on or before the date of exchange of the 1970 Bonds for the bonds being refunded thereby, the Board shall cause to be deposited from lawfully available funds, (1) into the Student Fee Bond $76,800, and (2) into the Interest and Redemption Fund, an amount equal to the accrued interest on the 1970 Bonds to the date of exchange.

(b) That so long as any of the 1970 Bonds remains outstanding and unpaid, in addition to all other amounts required by the 1968 Resolution to be deposited in the Interest and Redemption Fund, the Board shall transfer or cause to be transferred from the Building Use Fee Fund established in the 1968 Resolution, the following:

(1) On or before the 30th day of November, 1970, into the Interest and Redemption Fund an amount which when added to the balance therein will equal the installment of interest due on the 1970 Bonds on December 1, 1970;

(2) On or before the 31st day of May, 1971, and on or before the 30th day of each November and the 31st day of each May thereafter into the Interest and Redemption Fund an amount equal to the principal and/or interest payments coming due on the 1970 Bonds on each succeeding interest payment date;

(3) On or before the 31st day of May, 1971, and on or before the 31st day of each May thereafter into the Reserve Fund created by the 1968 Resolution for the benefit of said Outstanding Bonds and all Additional Bonds, not less than $40,000 until there shall be accumulated in the Reserve Fund the total amount of $160,000. No deposits shall be required to be made into the Reserve Fund so long as it contains said total amount, but if on any occasion said total amount should be reduced or depleted for any reason, then the annual deposits required by the 1968 Resolution, and this resolution, shall be resumed until the funds in the Reserve Fund shall have been restored to said total amount.

13. That the Board of Regents will continuously maintain the Building Use Fee at a rate sufficient to permit the payment of the amounts required in the 1968 Resolution for insuring the Liberal Arts Classroom Building, the payment of the principal of and interest on the Outstanding
Bonds and the 1970 Bonds herein authorized as such principal and interest mature and to establish and maintain the debt service reserve as specified in the 1968 Resolution and this resolution, and said Fee shall be revised from time to time in order that the proceeds thereof will be sufficient to furnish funds for said purposes. Until changed as required or permitted by the terms of this Section, the Building Use Fee is hereby re-established and shall be maintained at the following rates beginning with the Spring Semester of 1971, to-wit:

- $13.00 per student for each Fall and Spring Semester;
- and
- $ 6.50 per student for each six weeks summer term.

14. That the holder or holders of the 1970 Bonds herein authorized shall never have the right to demand payment of said obligations out of any funds raised or to be raised by taxation.

15. That after said bonds shall have been executed, it shall be the duty of the Chairman of the Board or some officer of the Board acting under authority from him to deliver said bonds to the Attorney General of Texas, for examination and approval by the Attorney General. After said bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's certificate or registration prescribed herein to be printed on the back of each bond, and the seal of said Comptroller shall be affixed to each of said bonds.

16. The 1970 Bonds are and shall be issued for the purpose of refunding certain bonds in the denomination of $1,000 each (aggregating $1,500,000 in principal amount) of that issue of Board of Regents of the State Teachers' Colleges, Stephen F. Austin State College Building Revenue Bonds, Series 1959, dated January 1, 1959. The Comptroller of Public Accounts shall deliver the 1970 Bonds in exchange for, and upon surrender and cancellation of, the aforesaid bonds being refunded thereby. Said delivery shall be made in one installment upon surrender and cancellation of the aforesaid bonds being refunded thereby. In addition to all other rights, the holder or holders of the 1970 Bonds shall be subrogated to all of the rights of the holder or holders of said bonds being refunded thereby.

Exhibit A

Section 9. Definition of Terms. That throughout this Resolution the following terms as used herein shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

(a) The term "Board" and/or "Board of Regents" shall mean the Board of Regents, State Senior Colleges.

(b) The term "College" shall mean Stephen F. Austin State College at Nacogdoches, Texas.
(c) The term "Bonds" shall mean the $1,000,000 Board of Regents, State Senior Colleges, Stephen F. Austin State College Building Use Fee Revenue Bonds of 1968, issued hereunder.

(d) The term "Project" shall mean the Liberal Arts Classroom Building to be constructed and equipped on the campus of the College partially with the proceeds of the Bonds.

(e) The term "Building Use Fee" shall mean the fee to be charged each student enrolled in the College, as hereinafter provided, for the use and availability of the Liberal Arts Classroom Building.

(f) The term "Additional Bonds" shall mean the additional parity revenue bonds which the Board has the right to issue under the terms and conditions stated in this Resolution.

(g) The term "revenues" shall mean the gross proceeds of the Building Use Fee.

Section 10. That there is hereby created and established the Building Use Fee Fund, which Fund shall be held in the custody of the Board, separate and apart from all other funds, and shall be maintained so long as any of the Bonds or additional bonds are outstanding, in a depository bank which is a member of the Federal Deposit Insurance Corporation. The Board covenants and agrees that it will so long as any of the Bonds, or any part of the principal of or interest thereon, remain outstanding and unpaid, levy, charge and collect from each student in regular attendance at the College a Building Use Fee for the use and availability of the Liberal Arts Classroom Building in amounts as shall be fully sufficient at all times to pay the principal and interest on the Bonds as same becomes due, to establish a reserve therefor, and to pay for the cost of properly insuring the Liberal Arts Building, as authorized by Article 2909c, Vernon's Revised Civil Statutes of Texas, 1925, as amended. That there is hereby levied against and there shall be collected from each and every student in regular attendance at Stephen F. Austin State College, Nacogdoches, Texas, beginning with the Summer Session, 1968, a Building Use Fee of Five Dollars ($5.00) per semester of the regular session, and Two Dollars and Fifty Cents ($2.50) per term of the summer session; and for each succeeding year thereafter while any part of the principal of or interest on the Bonds remain outstanding and unpaid, said Building Use Fee of Five Dollars ($5.00) per semester of the regular session and Two Dollars and Fifty Cents ($2.50) per term of the summer session, or so much thereof, or so much in addition thereto, as shall be necessary to pay the current principal and interest requirements on the Bonds, to provide a reserve for such purpose, and to pay the cost of properly insuring the Liberal Arts Classroom Building, shall be charged and collected and deposited in the Building Use Fee Fund.

That such Building Use Fee is hereby found to be reasonable and adequate, taking into consideration the cost of providing facilities and services afforded by the Liberal Arts Classroom Building, the use to be made of them, and the advantages to be derived therefrom by the
users thereof and by the College; and such Building Use Fee shall take effect as herein provided and remain in force and effect until and unless changed by order of the Board, which reserves the right to alter said Building Use Fee as and when considered by it necessary in order to pay the cost of insuring the Liberal Arts Classroom Building and to pay the current principal and interest requirements on the Bonds and provide a reserve for such purpose. The Board further covenants and agrees that it will at all times exert its best efforts to enforce the prompt collection and proper application of said Building Use Fee.

Section 11. That there is hereby created and established the Building Use Fee Revenue Bonds of 1968 Interest and Redemption Fund (herein sometimes referred to as the "Interest and Redemption Fund"), which Fund shall be held in the custody of the Board, separate and apart from all other funds of the College, and shall be maintained so long as any of the Bonds or additional bonds are outstanding, in a depository bank which is a member of the Federal Deposit Insurance Corporation. Concurrently with the delivery of the Bonds to the purchasers, the Board shall deposit to the credit of the Interest and Redemption Fund so much of the proceeds of the sale of the Bonds as represents accrued interest and any premium received therefrom. Thereafter, the Board shall transfer from the Building Use Fee Fund to the credit of the Interest and Redemption Fund the following amounts:

1. On or before November 30, 1968, an amount of money which when added to the balance then in the Interest and Redemption Fund shall be at least equal to the interest payment due on December 1, 1968;

2. On or before each May 31 and November 30 thereafter to and including November 30, 1972, an amount of money at least equal to the interest payments due on each succeeding June 1 and December 1;

3. On or before each May 31 and November 30 thereafter while any of the Bonds, or parity bonds, remain outstanding, an amount of money at least equal to the principal and/or interest payments due on each succeeding June 1 and December 1;

4. On or before May 31, 1969 and each May 31 thereafter, not less than $19,000 until there shall be accumulated on or before May 31, 1972, not less than $76,000, which sum shall be maintained as a debt service reserve in the Interest and Redemption Fund in excess of current principal and interest requirements.

Section 12. It shall be the duty of the Business Manager of the College to make available at the Places of Payment, but solely from the Interest and Redemption Fund, money sufficient to pay the interest on and principal of the Bonds, as will accrue or mature on June 1 or December 1.
Monies on deposit in the Interest and Redemption Fund may, at the option of the Board, be invested in direct obligations of the United States Government, or obligations unconditionally guaranteed by the United States Government. Such obligations shall be held subject to the same lien as the monies with which they were purchased. All interest accruing on any such investments shall be placed as received into the Interest and Redemption Fund. Such investments may be sold from time to time but in all events shall be sold when necessary to prevent a default in connection with the Bonds.

Section 13. That the principal of and the interest on the Bonds shall be secured by and payable from a first lien on and pledge of the gross proceeds of the Building Use Fee, and said first lien on and pledge of said revenues are hereby irrevocably created and made according to the terms of this Resolution, and said Board, its officers and employees, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Resolution.

Section 14. That the Bonds and the interest thereon shall constitute special obligations of the Board, payable solely from the gross proceeds of the Building Use Fee, and shall not constitute an indebtedness of the State of Texas or Stephen F. Austin State College.

Section 15. That so long as any Bonds are outstanding, the money in the Interest and Redemption Fund shall be used solely for the purpose of paying principal of and interest on such Bonds as such principal and interest matures and accrues, and all money required to be paid into the debt service reserve of the Interest and Redemption Fund shall be held in said Fund as a reserve for contingencies and shall be used solely for the payment of principal of and interest on the Bonds due at any time as to which there would otherwise be a default; provided, however, that when there is in the Interest and Redemption Fund, including the reserve, a total amount fully sufficient to pay all interest on and principal of the Bonds, and additional bonds, due and to become due thereafter, no further sums need be paid into said Fund.

Section 16. The money in the Interest and Redemption Fund shall be secured by the pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States Government, in a principal amount at all times not less than the amount of money credited to such Fund.

Section 17. That the Board reserves and shall have the right to issue one or more series of Additional Bonds to finance the construction or acquisition of additional facilities, or to refund indebtedness previously incurred to finance the construction or acquisition of such additional facilities, to be secured by and payable from liens on all the revenues pledged to the payment of the Bonds in the same manner and to the same extent as the Bonds, and the Additional Bonds, when issued, shall be payable from the gross revenues of the Building Use Fee and shall be in all respects of equal dignity and on a parity with the Bonds, provided in each instance, that:
1. The Board shall not at the time be in default as to any covenant, condition or obligation prescribed in the Bond Resolution.

2. The pledged revenues for the fiscal year or twelve-month period next preceding the issuance of the Additional Bonds are certified by the State Auditor, or by a Certified Public Accountant employed by the College, to have been equal to at least 1.25 times the average annual requirements of principal and interest on all parity bonds then outstanding and payable from the revenues of the Building Use Fee.

3. That the estimated pledged revenues for future years shall be equal to at least 1.25 times the average annual debt service requirements for principal and interest on all parity bonds then outstanding and on the additional parity bonds to be issued, such estimate to be made by the Senior Financial Officer of the College and approved by the President of the College and by the Board of Regents.

Section 18. The Board covenants and agrees that in the event Additional Bonds are issued on a parity with the Bonds, the Bond Resolution or Resolutions authorizing the issuance of such Additional Bonds shall provide (i) for an identical FLOW OF FUNDS as prescribed in the Resolution authorizing the issuance of the Bonds; (ii) for payments of principal of such Additional Bonds on June 1st of the appropriate year or years and for payments of interest on such bonds on December 1st and June 1st of each year; (iii) that all revenues deposited in the special funds and accounts established for the Bonds shall be commingled; (iii) for appropriate additional or larger payments into the Interest and Redemption Fund sufficient to pay principal and interest when due and to establish a reserve in not less than four years after the issuance of such additional parity bonds equal to not less than the average annual principal and interest requirements on the combined outstanding parity bonds.

Section 19. The Board further covenants and agrees:

(a) That it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in each and every Bond issued and delivered hereunder; that it will promptly pay or cause to be paid from the gross revenues herein pledged the principal of and interest on every Bond issued hereunder on the dates and at the places and in the manner prescribed in such Bonds and in this Resolution; and that it will prior to the maturity of each such Bond at the times and in the manner prescribed herein, deposit or cause to be deposited from the gross revenues pledged, the amount of money specified herein.

(b) That it is duly authorized under the laws of the State of Texas to create and issue the Bonds, that all action on its part for the
creation and issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations in accordance with their terms.

(c) That the College owns and is lawfully possessed of the lands upon which the Project is to be constructed and has a good and indefeasible estate in such lands in fee simple; that the Project will be constructed and completed in accordance with the plans heretofore approved and adopted; that it warrants that it will defend the title to the Project and the lands pertaining thereto, and every part thereof, and the improvements thereon, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever; and that it is lawfully qualified to pledge the gross revenues of the Building Use Fee, provided for in this Resolution, to the payment of the principal of and interest on the Bonds in the manner prescribed herein and has lawfully exercised said right.

(d) That it will from time to time before the same become delinquent cause to be paid and discharged all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, the College, or upon the Liberal Arts Classroom Building; that it will cause to be paid all lawful claims for rents, royalties, labor, materials and supplies, which if unpaid might by law become a charge or lien upon said building, or any part of it, the lien of which would interfere with the lien hereof, so that the priority of the lien created hereunder shall be fully preserved in the manner herein provided; and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge whatsoever which might or could be prior to the lien hereof, or do or suffer any matter or thing whereby the lien hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claim which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested by the Board in good faith.

(e) That it will not do or suffer any act or thing whereby the Liberal Arts Classroom Building, or any part thereof, might or could be impaired, and that it will at all times maintain, preserve and keep the real and tangible property of said facilities and every part thereof in good condition, repair and working order and maintain, preserve and keep all structures and equipment pertaining thereto and every part and parcel thereof in good condition, repair and working order.

(f) That it will continuously and efficiently operate and maintain in good condition and at a reasonable cost the Liberal Arts Classroom Building and the facilities and services afforded by same and that it will enforce such rules as will be necessary to insure maximum use of the Liberal Arts Classroom Building.

(g) That it will establish and continuously maintain the Building Use Fee at a rate sufficient to permit the payment of the amounts required herein for insuring the Liberal Arts Classroom Building, the payment of the
principal of and interest on the Bonds as the same shall become due and
mature, and establish and maintain the Debt Service Reserve as herein
required.

Section 20. The Board shall procure fire and extended coverage
insurance on the Liberal Arts Classroom Building and the contents thereof.
The foregoing insurance shall be maintained so long as any of the Bonds
are outstanding and in amounts at least sufficient to provide for full
recovery on the structure and the contents thereof whenever a loss from
perils insured against does not exceed eighty per cent (80%) of the full
insurance value thereof. Upon the happening of any loss or damage covered
by any such policies from one or more of the causes to which reference is
made in this Section, the Board shall make due proof of loss and shall do
all things necessary or desirable to cause the insuring companies to make
payment in full directly to the Board. The proceeds of insurance, covering
such property, shall be used forthwith by the Board for the purpose of re-
pairing the property damaged or replacing the property destroyed, and any
insurance proceeds remaining upon the completion of such repair and replace-
ment shall be deposited in the Interest and Redemption Fund. If the funds
received from said insurance policies on account of any loss shall be insuf-
ficient to make the building or things insured, suffering such loss, tenant-
able or useful, then the Board shall hold said funds for the benefit of the
holders of the Bonds and coupons outstanding against the Liberal Arts Class-
room Building.

The Board shall procure and maintain use and occupancy insurance
on the Liberal Arts Classroom Building in an amount sufficient to enable
the Board to deposit in the Interest and Redemption Fund, out of the
proceeds of such insurance, an amount equal to at least one year's average
annual principal and interest requirements on the Bonds, as a result of loss
of use or occupancy caused by the perils covered by fire and extended
coverage insurance.

Section 21. That the Bonds shall not constitute an indebtedness
of the State of Texas, the Board or of the College, such as is prohibited
under the statutes authorizing their issuance; but shall be secured by an
irrevocable pledge of the revenues as provided in this Resolution.

Section 22. The Board further covenants and agrees that while the
principal of or interest on the Bonds, or any part thereof, is outstanding
and unpaid, it will not dispose of or encumber its title or leasehold or
other interest in the Liberal Arts Classroom Building, including any facility
necessary to the operation and use thereof, the lands and interests in lands
comprising its site, and its interest in any property necessary for the
access to and the use thereof; provided, however, that nothing herein shall
prevent the Board from disposing of obsolete, worn out or useless properties
of the Liberal Arts Classroom Building when it has made arrangements to
replace the same or provide substitute facilities therefor.

Section 23. It is hereby certified, recited and agreed by the
Board that all charges made by the Paying Agents for the payment of principal
and interest on the Bonds will be paid by the Board and will not be required
to be paid by the holders of the Bonds and/or coupons.
Section 21. The Board further covenants and agrees that accurate financial records and proper books will be kept in which full, true and correct entries will be made of all dealings and transactions relating to the Building Use Fee; and that all books, documents, records and vouchers relating to said Building Use Fee shall, at all reasonable times, be made available for the inspection of the Bondholders and their agents or representatives.

The Board further covenants and agrees that it will furnish to the original purchaser, and to any holder of the Bonds who shall request same in writing, not later than one hundred and fifty (150) days after the close of each fiscal year, copies of audit reports certified by auditors employed by the State of Texas for the auditing of the accounts of State institutions or by an independent certified public accountant employed by the Board of Regents, reflecting in reasonable detail the financial condition and record of the Building Use Fee, including particularly the occupancy or degree of use and the insurance on the Liberal Arts Classroom Building, and the status of the several accounts and funds required to be established by this Resolution. Nothing in this agreement shall be construed as requiring the Board to expend any funds for such audits which may be derived from any source other than the revenues of the Building Use Fee but nothing herein shall be construed as preventing the Board from doing so.
Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that the University be authorized to pay the fees of the bond counsel, Mr. Hobby H. McCall, and the fiscal agent, Mr. Sam Maclin, on the 1970 Series Building Use Fee Bonds in accordance with the appropriate previous agreements for such fees.

Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that the final Change Order (No. 7) for adding $5,111 to the H. A. Lott, Inc., contract for the construction of the Forestry, Home Economics and Music Buildings be approved and the Chairman of the Board be authorized to sign the Change Order. This Final Change Order provides for additional landscaping of $1,505 at the Music Building and $3,605 at the Forestry Building, plus $31 for general contractor's bond expenses connected therewith.

Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the City of Nacogdoches be granted right-of-way easements to widen Starr Avenue eleven feet from Mound Street to Raguet Street and that the President of the University be authorized to sign the easements. This easement is a part of the project in which the Highway Department will widen Starr Avenue from Mound Street to University Drive. In a previous meeting the Board granted similar right-of-way easements for the widening of Starr Avenue from Raguet Street to University Drive. This action is to extend the project an additional block from Raguet Street to Mound Street.

Upon motion of Regent Maness, seconded by Regent Bates, with all Regents voting aye, it was ordered that Change Order No. 1 to add $3,121 for landscaping to the contract of L. Richardson & Sons for the construction of the Austin Plazas be approved and the Chairman of the Board be authorized to sign the Change Order. This landscaping was not included in the original contract.

Upon motion of Regent Maness, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the contract with T. G. Evans Company of Nacogdoches for $99,991 to construct the Biology Greenhouse-Laboratory Building be approved and the Chairman of the Board be authorized to sign the contract as follows:

**CONTRACT**

THE STATE OF TEXAS  
COUNTY OF NACOGDOCHES  

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 23rd day of October, 1970, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES,
TEXAS, acting herein through its President, hereinafter called "Owner" and T. G. EVANS COMPANY, NACOGDOCHES, TEXAS 75961, hereinafter called "Contractor."

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled GREENHOUSE, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marsellos & Scott, Architects - Engineers, Lufkin, Texas, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of this Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Drawings and Specifications entitled "GREENHOUSE", STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:


1. This Contract is to cover the General Contract Work, Plumbing, and Electric Work, complete. The said Drawings, and each and all said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

2. The work called for and included in this agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed, within 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day the work remains unfinished as specified in Paragraph 1.48 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, NINETY NINE THOUSAND NINE HUNDRED NINETY FOUR AND NO/100 DOLLARS ($99,994.00) out of Funds.
available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from a Grant from the Federal Government and Constitutional Tax Building Funds available to Stephen F. Austin State University. The basis of the above Contract Price is as follows:

Base Bid - $99,994.00

The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price on form to be furnished by Architect, with sureties acceptable to the owner, conditioned:

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress.
Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) Compensation and Employer's Liability Insurance: As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Public Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $100,000.00, each occurrence $300,000.00 aggregate.

c) Automotive Public Liability and Property Damage Insurance: Covering all automobiles and motor vehicles used in Contractor's operations on the campus of the University in an amount not less than $300,000.00 for injuries including death to any one person and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00 each occurrence.

d) Include Broad Form Property Damage Insurance: Remove "XCV" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

e) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. Bodily Injury
   $300,000.00 (each person)
   $500,000.00 (each occurrence)

2. Property Damage
   $100,000 (each occurrence)
   $300,000 (aggregate)
f) Completed Operations: Continue coverage in force for one year after completion of work.

g) Indemnify, protect and hold harmless the Owner and Architect and their agents and employees from any and all claims, demands, acts of destruction, loss or damage to property, injury to or death of Contractor's employees, Owner's employees, and any and all persons whomsoever growing out of, or in any way connected with Contractor's operations upon the campus of the above described University. Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. Builder's Risk Insurance: The Contractor shall provide Builder's Risk Insurance as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Owner and Architect.

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

9. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$27,375.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$72,619.00</td>
</tr>
<tr>
<td>Total</td>
<td>$99,994.00</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

By /s/ C. G. Haas
Witness

SEAL

/s/ Margaret Baldwin
Witness

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
Chairman

T. G. EVANS COMPANY
NACOGDOCHES, TEXAS
Address

By /s/ T. G. Evans

4-36-
READ AND EXAMINED:

/s/ C. G. Haas
Board of Regents, Stephen F. Austin State University

Secretary

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS /s/ John Reeves

Assistant

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.

PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS  
COUNTY OF NACOGDOCHES  

KNOW ALL MEN BY THESE PRESENTS: That we (1) T. G. EVANS COMPANY an Individual of Nacogdoches, Texas 75961 hereinafter called Principal and (3) ARGONAUT INSURANCE COMPANY of Menlo Park, State of California hereinafter called the Surety, are held and firmly bound unto (4) the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, Nacogdoches, Texas hereinafter called Owner, unto all persons, firms and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Ninety Nine Thousand Nine Hundred Ninety Four and No/100 DOLLARS ($99,994.00) in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 23rd day of October, A. D., 1970, a copy of which is hereto attached and made a part hereof for the construction of: a Greenhouse Building at Stephen F. Austin State University, Nacogdoches, Texas in accordance with plans and specifications prepared by Kent, Marseillos & Scott, Architects & Engineers.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344,
Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 23rd day of October, A. D., 1970.

ATTEST:

T. G. EVANS COMPANY
Principal

BY /s/ T. G. Evans
T. G. Evans, Owner

(SEAL)

/s/ Margaret Baldwin
Witness as to Principal

Box 571, Tyler, Texas 75701
(Address)

ARGONAUT INSURANCE COMPANY
Surety

BY: /s/ B. C. Floyd
Attorney-in-Fact

4-38-
THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That 

(1) T. G. EVANS COMPANY of (2) Nacogdoches, Texas 75961, an individual hereinafter called Principal and (3) ARGONAUT INSURANCE COMPANY of Menlo Park State of California, hereinafter called the Surety, are held and firmly bound unto (4) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of Ninety Nine Thousand Nine Hundred Ninety Four and No/100 DOLLARS ($99,994.00), in awful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the principal entered into a certain Contract with (6) the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas the Owner, dated the 3rd day of October, A. D., 1970, a copy of which is attached hereto and made part hereof for the construction of:

a Greenhouse Building at Stephen F. Austin State University, Nacogdoches, Texas in accordance with plans and specifications prepared by Kent, Marsellos & Scott, Architects & Engineers. (Herein called the "Work").

NOW, THEREFORE, if the principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Con-
tract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 23rd day of October, A. D., 1970.

ATTEST:

T. G. EVANS COMPANY
Principal

By /s/ T. G. Evans
T. G. Evans, Owner

(Principal) Secretary

ARGONAUT INSURANCE COMPANY
Surety

BY: /s/ B. C. Floyd
Attorney-in-Fact

(s/ Margaret Baldwin
Witness as to Principal

Box 571, Tyler, Texas 75701
(Address)

ATTEST:

(Surety) Secretary

4-40-
Upon motion of Regent Bergman, seconded by Regent Bates, with all Regents voting aye, it was ordered that the contract with Honeywell Company for $196,133 to supply and install a Central Mechanical Controls System be approved and the Chairman of the Board be authorized to sign the contract, as follows:

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 23rd day of October, A. D. 1970, by and between the Board of Regents, Stephen F. Austin State University of the City of Nacogdoches, County of Nacogdoches, and State of Texas, acting herein through its President, Party of the First Part, termed in the Contract Documents as the OWNER, and Honeywell, Inc. of the City of Minneapolis, County of Hennepin, and the State of Minnesota, Party of the Second Part, termed in the Contract Documents as the CONTRACTOR,

WITNESSETH: (1) That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:
A Central Heating and Air Conditioning Control System described in the Plans, Specifications, Addendum No. 1, Addendum No. 2, and Addendum No. 3 as Base Bid "C", and all work in connection therewith, and at his (or their) own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal, and in compliance with the Performance Bond and the Payment Bond and the Contract Documents hereto attached, and with the Plans, all of which are made a part hereof and collectively evidence and constitute the Contract.

(2) Contractor agrees to commence work under this Contract within thirty (30) days from the date thereof and to complete said work ready for use within 300 consecutive calendar days.

In defaulting thereof, the Contractor shall be liable for liquidated damages as provided in the Contract Documents.

(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, the sum of One Hundred Ninety Six Thousand, Four Hundred Thirty-three Dollars ($196,433) subject to additions and deductions, as provided in the General Conditions of the Contract Documents, and to make payments on account thereof as provided.

(4) To insure prompt, faithful, sufficient, and complete performance of this Contract on his part, the Contractor has attached hereto and hereby makes a part hereof, Insurance Policies or Certificates of Insurance, a Performance Bond and a Payment Bond to be satisfactory in all respects to the Owner. Said Bonds, in the full amount of the Contract price, are to insure the faithful performance of the Contract under all conditions laid down by it and the Contract Documents covering equipment furnished labor employed, workmanship, material, time of completion and delivery. Said Bonds and Policies shall hold and keep the Owner harmless and free from all liens, claims, patent infringements, liability, demands, and expenses of every kind and nature for any accident or injury to any person or persons or property, occasioned by or resulting from the prosecution of the work pursuant to the terms of the Contract.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

By /s/ C. G. Haas
Witness

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
Chairman

4-12-
RESOLUTIONS OF BOARD OF DIRECTORS

I, Mary F. Riley, do hereby certify that I am a duly elected and qualified Assistant Secretary of Honeywell Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the by-laws of said corporation at the offices of the Company, 2701 Fourth Avenue South, Minneapolis, Minnesota, on the 19th day of August, 1969, and that such resolutions are now in full force and effect:

IX. Commercial Division

RESOLVED, That the Vice President and General Manager of the Company's Commercial Division is authorized to sign on behalf of the Company any instrument relating to the business of such Division except (1) a guaranty of the obligation of a third party, (2) a lease of a branch sales office, (3) any other lease of real property involving a total commitment in excess of $25,000, and (4) a deed, mortgage, contract, or other instrument for the conveyance, or purchase, of any interest in real property;
RESOLVED, That each individual serving in any position of the Company's Commercial Division listed below is authorized to sign on behalf of the Company any instrument relating to, issued or required in connection with, the sale or lease of products and services of such Division except (1) a guaranty of the obligation of a third party, (2) a lease of a branch sales office, (3) any other lease of real property involving a total commitment in excess of $25,000, and (4) a deed, mortgage, contract, or other instrument for the conveyance, or purchase, of any interest in real property;

Vice President, Sales and Marketing,
Field Manager,
Regional Manager,
Branch Manager,
Branch Supervisor,
Director of Administrator,
Controller,
Credit Manager;

RESOLVED, That each Customer Service Manager of the Company's Commercial Division is authorized to sign on behalf of the Company acknowledgments or acceptances of Commercial Division customer orders for material sold on a delivered basis;

RESOLVED, That each individual serving in any position of the Company's Commercial Division listed below is authorized to sign purchase orders on behalf of such Division:

Vice President, Sales and Marketing,
Field Manager,
Regional Manager,
Branch Manager,
Director of Administration,
Controller,
Credit Manager,
Manager of Operations,
Purchasing Manager,
Purchasing Agent;

RESOLVED, That each individual serving in any position of the Company's Commercial Division listed below is authorized to sign on behalf of the Company releases, lien waivers and performance bonds relating to the business of such Division:
Director of Administration,
Credit Manager,
Controller;

RESOLVED, That each Branch Manager and each Construction Manager of the Company's Commercial Division is authorized to sign on behalf of the Company Purchase Order Agreements and Subcontract Agreements;

IN WITNESS WHEREOF, I have affixed my name as Assistant Secretary and have caused the corporate seal of this corporation to be hereunto affixed this 30th day of October, 1969.

/s/ Mary F. Riley
Assistant Secretary

PERFORMANCE BOND

THE STATE OF MINNESOTA
COUNTY OF HENNEPIN

KNOW ALL MEN BY THESE PRESENTS: That we, Honeywell, Inc. of Delaware hereinafter called Principal and FEDERAL INSURANCE COMPANY of New York State of New York, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, in the penal sum of One Hundred Ninety-Six Thousand, Four Hundred Thirty-Three Dollars ($196,433), in lawful money of the United States, to be paid in Nacogdoches County, Texas, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with Stephen F. Austin State University, the Owner, dated the 23rd day of October, A. D., 1970, a copy of which is attached hereto and made a part hereof for the construction of: "A Central Heating and Air Conditioning Control System", herein called the "Work".

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered
by said contract, occurring within a period of twelve (12) months from the
date of the Contract Completion Certificate, then this obligation shall be
null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this
bond venue shall lie in Nacogdoches County, State of Texas and that the
said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the
Contract or to the work to be performed thereunder or the Specifications
accompanying the same shall in any wise affect its obligation of this
bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract or to the work
or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the
provisions of Article 5160 of the Revised Civil Statutes of Texas as
amended by Acts of the 56th Legislature, 1959, and all liabilities on
this bond shall be determined in accordance with the provisions of said
Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in five counter-
parts, each one of which shall be deemed an original, this the Twenty
third day of October A. D., 1970.

ATTEST:

/s/ Mary F. Riley
(Principal) Secretary
Mary F. Riley - Asst. Secretary

SEAL
/s/
M. Helmbolt
Witness as to Principal

Mpls., Minn.
(Address)

ATTEST:

/s/ W. J. Long
(Surety) Secretary

/s/ C. Burkhalt
Witness as to Surety

Mpls., Minn.
(Address)

Countersigned for State of Texas
/s/ M. K. Mahoney
Resident Agent

HONEYWELL INC.
Principal

BY /s/ E. C. Vorlander
E. C. Vorlander - Vice President

FEDERAL INSURANCE COMPANY
Surety

By /s/ C. K. Brubaker (SEAL)
Attorney-in-Fact

APPROVED AS TO FORM:
ATTOYER GENERAL OF TEXAS

BY: /s/ John Reeves
Assistant Attorney General

4-46-
PAYMENT BOND

THE STATE OF MINNESOTA  
COUNTY OF HENNEPIN  

KNOW ALL MEN BY THESE PRESENTS: That we Honeywell, Inc. a Corporation of Delaware hereinafter called Principal and FEDERAL INSURANCE COMPANY of New York, State of New York hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of One Hundred Ninety Six Thousand, Four Hundred Thirty-Three Dollars ($196,433) in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with Stephen F. Austin State University, the Owner, dated the 23rd day of October A. D., 1970, a copy of which is hereto attached and made a part hereof for the construction of: "A Central Heating and Air Conditioning Control System".

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the Twenty-third day of October A. D., 1970.

ATTEST:

/s/ Mary F. Riley
(Principal) Secretary

Mary F. Riley - Asst. Secretary

SEAL

/s/ M. Hambolt
Witness as to Principal

Mpls., Minn.
(Address)

ATTEST:

/s/ W. J. Long
(Surety) Secretary W. J. Long

/s/ C. Burkhalte
Witness as to Surety

Mpls., Minn.
(Address)

Countersigned for State of Texas

By /s/ M. K. Mahoney
Resident Agent

______________________
HONEYWELL INC.
Principal

BY /s/ E. C. Vorlander

E. C. Vorlander - Vice President

______________________
FEDERAL INSURANCE COMPANY
Surety

By: /s/ C. K. Brubaker C. K. Brubaker
Attorney-in-Fact
(SEAL)

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: /s/ John Reeves
Assistant Attorney General

______________________
Resident Agent
Upon motion of Regent Perkins, seconded by Regent Bates, with all Regents voting aye, it was ordered that the name of Ralph Todd be moved from Dormitory 4 to Dormitory 7.

Upon motion of Regent Perkins, seconded by Regent Bates, with all Regents voting aye, it was ordered that a special committee be appointed by the Chairman to prepare guidelines for naming buildings.

Special Committee
Regent Perkins, Chairman
Regents Bergman, Golden, and Todd, members

Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was moved that no fund raising organization be hired at this time for the University.

There being no further business, the meeting adjourned at three o'clock p.m.

C. G. Haas
Secretary