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

April 15, 1972

**VOLUME NO. 12**

<table>
<thead>
<tr>
<th>Page</th>
<th>Minute Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-2</td>
<td>Approval of Minutes</td>
</tr>
<tr>
<td>12-2</td>
<td>Election of Board Officers</td>
</tr>
<tr>
<td>12-2</td>
<td>Committee Appointments</td>
</tr>
<tr>
<td>12-2</td>
<td>Election of Summer School Faculty</td>
</tr>
<tr>
<td>12-2</td>
<td>Election of Faculty and Staff</td>
</tr>
<tr>
<td>12-3</td>
<td>Acceptance of Resignations</td>
</tr>
<tr>
<td>12-6</td>
<td>Approval of Changes in Status</td>
</tr>
<tr>
<td>12-7</td>
<td>Approval of Leaves of Absence</td>
</tr>
<tr>
<td>12-7</td>
<td>Approval of Returns from Leave</td>
</tr>
<tr>
<td>12-8</td>
<td>Removal of Name from Faculty and Staff List</td>
</tr>
<tr>
<td>12-8</td>
<td>Approval of Faculty Promotions</td>
</tr>
<tr>
<td>12-13</td>
<td>Acceptance of Retirement</td>
</tr>
<tr>
<td>12-13</td>
<td>Approval of Faculty and Staff Appointments</td>
</tr>
<tr>
<td>12-13</td>
<td>Approval of Mid-Year Budget Adjustments</td>
</tr>
<tr>
<td>12-15</td>
<td>Approval of Contract with Taylor Brothers for Repainting Dorms 10 and 15</td>
</tr>
<tr>
<td>12-28</td>
<td>Approval of Contracts with Honeywell, Inc., and Engineered Air Balance Company for Overhauling Air Conditioning Controls of Dormitory 14</td>
</tr>
<tr>
<td>12-34</td>
<td>Approval of Change Order #1 - Renovation of Swimming Pool</td>
</tr>
<tr>
<td>12-34</td>
<td>Approval to Add Five Street Lights on East College Street between LaNana Creek Bridge and University Drive</td>
</tr>
<tr>
<td>12-34</td>
<td>Approval of Contract with Brenham Roofing and Metal Company to Re-Roof Austin Building</td>
</tr>
<tr>
<td>12-40</td>
<td>Approval of Contract with Exum Company to Refurbish Exterior of Fine Arts Building</td>
</tr>
<tr>
<td>12-46</td>
<td>Approval of Contract with Pigg Construction Company to construct Art Department Lab Building</td>
</tr>
<tr>
<td>12-62</td>
<td>Approval of Change Orders #1, 2, and 3 (New Stadium)</td>
</tr>
<tr>
<td>12-62</td>
<td>Approval of Change Order #1 (Library)</td>
</tr>
<tr>
<td>12-62</td>
<td>Approval of Sale of Ad Valorem Tax Bonds</td>
</tr>
<tr>
<td>12-77</td>
<td>Approval of Resolution Ordering Redemption of Outstanding Ad Valorem Tax Bonds</td>
</tr>
<tr>
<td>12-81</td>
<td>Approval of Curriculum Changes</td>
</tr>
<tr>
<td>12-82</td>
<td>Approval for Permission to Petition Coordinating Board for New Degrees</td>
</tr>
</tbody>
</table>
MINUTES OF THE MEETING OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT NACOGDOCHES, TEXAS

April 15, 1972

The meeting was called to order by R. E. McGee, Chairman of
The Board of Regents, at 10:00 a.m., April 15, 1972.

PRESENT:

Members:  Mr. R. E. McGee of Houston
          Mr. Robert C. Gray of Austin
          Mr. Joe Bob Golden of Jasper
          Mr. Walter Todd of Dallas
          Mr. Douglas Bergman of Dallas
          Mrs. Lera Thomas of Houston
          Mr. James I. Perkins of Rusk
          Mr. Roy Maness of Beaumont
          Mr. Sam Tanner of Beaumont

PRESENT:  Mr. C. G. Haas of Nacogdoches, Secretary
          Dr. R. W. Steen, President of the University
72-55
Upon motion of Regent Maness, seconded by Regent Gray, with all Regents voting aye, it was ordered that the minutes of January 29, 1972, and the called meeting of March 7, 1972, be approved.

72-56
Upon motion of Regent Todd, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the Board re-elect the following officers for the year 1972-73:

R. E. McGee, Chairman
Joe Bob Golden, Vice-Chairman
C. G. Haas, Secretary

72-57
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the existing committees continue, including the membership, except the following committees which will be dissolved because they have completed their responsibilities:

Committee on Committees
Curfew Committee
Special Committee (for naming buildings)

72-58
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the 1972 Summer School Faculty Budget as submitted under separate cover be approved.

72-59
Upon motion of Regent Golden, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Accounting

Mrs. Evelyn Christine Clay, 35, M.B.A. (North Texas State University), Instructor of Accounting at a salary rate of $8,500 for nine months, effective Fall Semester, 1972.

2. Department of English

Mrs. Ruth Ann Wilson, 24, M.A. (Stephen F. Austin State University, expected August, 1972), Graduate Interne in English at a salary rate of $5,400 for nine months, effective Fall Semester, 1972. This is a non-renewable temporary nine-months appointment.

3. Department of General Business

Mr. Gordon O. Bodson, Jr., 30, M.B.A. (North Texas State University; Ph.D. expected by July, 1972, from University of Arkansas), Assistant Professor in General Business at a salary rate of $13,500 for nine months; without Ph.D. rank will be Assistant Professor and salary rate will be $11,500 for nine months, effective Fall Semester, 1972.
Mr. John Harry Lewis, 27, M.B.A. (Texas A&M University), Assistant Professor in General Business at a salary rate of $10,500 for nine months, effective January, 1973.

Mr. Conway T. Rucks, 28, M.B.A. (University of Arkansas), Assistant Professor in General Business at a salary rate of $11,500 for nine months, effective Fall Semester, 1972.

4. Department of Geology

Mr. Boyd Varnell Dreyer, 31, M.S. (Baylor University), Instructor in Geology at a salary rate of $8,000 for nine months, effective Fall Semester, 1972.

5. Department of Health and Physical Education (Women)

Mrs. Marie A. Hunter, 40, M.Ed. (Stephen F. Austin State University), Instructor in Health and Physical Education (Women) at a salary rate of $7,500 for nine months, effective Fall Semester, 1972.

6. Department of Home Economics

Mrs. Jareldine Mays, 24, M.S. (Kansas State University), Instructor in Home Economics at a salary rate of $7,500 for nine months, effective Fall Semester, 1972.

Dr. Margaret E. Rucker, 59, Ph.D. (Texas Woman's University), Assistant Professor of Home Economics at a salary rate of $13,000 for nine months, effective Fall Semester, 1972.

7. Department of Management

Dr. Robert McGlashan, Jr., 37, Ph.D. (University of Texas), Associate Professor of Management at a salary rate of $14,000 for nine months, effective Fall Semester, 1972.

8. Student Life Division

Mr. Paul John Novak, 21, Patrolman, Traffic and Security, at a salary rate of $6,000 for twelve months, effective March 1, 1972.

72-60
Upon motion of Regent Tanner, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Department of Accounting

Mr. John W. Cooley, Instructor of Accounting and Computer Science, effective May 31, 1972. Mr. Cooley resigned to enter a full-time Ph.D. program.
2. Department of Biology

Dr. McHenry L. Stiff, III, Visiting Professor of Biology, effective May 31, 1972. Dr. Stiff completed his temporary appointment.

3. Department of Economics

Mr. Frank James Straub, Instructor of Economics, effective May 31, 1972. Mr. Straub plans to return to graduate school.

4. Department of English

Mr. John Page Coates, Instructor of English, effective May 31, 1972. Mr. Coates resigned to enter a full-time doctoral program.


Mrs. Melissa McRee Freeman, Graduate Intern in English, effective May 31, 1972. Mrs. Freeman was appointed on a temporary, non-renewable contract.


Miss Dixie Deanna Lum, Graduate Intern in English, effective May 31, 1972. Miss Lum was appointed on a temporary, non-renewable contract.

Mr. Warren Roberts True, Graduate Intern in English, effective May 31, 1972. Mr. True was appointed on a temporary, non-renewable contract.

5. Department of General Business

Mr. Thomas D. Rorie, Assistant Professor of General Business, effective May 31, 1972. Mr. Rorie is opening his own law practice.

6. Department of Geography

Dr. Dean Hodson, Assistant Professor of Geography, effective May 31, 1972. Dr. Hodson completed his temporary appointment.

7. Department of History

Dr. Eleanor Z. Baker, Assistant Professor of History, effective July 15, 1972. Mrs. Baker resigned to accept an appointment in Africa.
8. Department of Home Economics


9. Department of Management

Mrs. Belva Jones Cooley, Instructor in Management, effective May 31, 1972. Mrs. Cooley resigned to enter a full-time doctoral program.

Miss Carolyn Gay Knox, Instructor in Management, effective May 31, 1972. Miss Knox completed her terminal year of employment.

10. Department of Mathematics

Mr. Stanley Howard Henderson, Instructor of Mathematics, effective May 31, 1972. Mr. Henderson completed his terminal year of employment.

Mr. Ronald E. Mayeaux, Instructor of Mathematics, effective May 31, 1972. Mr. Mayeaux completed his temporary appointment.

Mr. John Louis Toups, Instructor of Mathematics, effective May 31, 1972. Mr. Toups completed his temporary appointment.

11. Department of Modern Languages

Dr. Rafael Martinez Echeverria, Associate Professor of Modern Languages, effective May 31, 1972. Dr. Echeverria's immigration status requires that he return to his native country.

12. Department of Music

Mr. David Robertson, Assistant Professor of Music, effective May 31, 1972. Mr. Robertson completed his temporary appointment.

Mrs. Shirley Rena Watterston, Instructor of Music, effective May 31, 1972. Mrs. Watterston was employed on a one-fourth time basis for the Spring Semester, 1972, only.

13. Department of Sociology

Mr. Wallace John DuChateau, Assistant Professor of Sociology, effective May 31, 1972. Mr. DuChateau resigned to complete terminal degree requirements.

Mr. Daryl F. McCloskey, Instructor of Sociology, effective May 31, 1972. Mr. McCloskey completed his temporary appointment.
14. Department of Speech

Dr. James Townsend Yauger, Assistant Professor of Speech, effective May 31, 1972. Dr. Yauger resigned for personal reasons.

15. Philemon Project

Dr. Albert Mitchell, Jr., Staff Specialist for Philemon Project, effective May 31, 1972. Dr. Mitchell has concluded his portion of work with the special project.

16. Student Life Division

Mr. Robert Ivan Yandell, Patrolman, Traffic and Security, effective January 20, 1972. Mr. Yandell is seeking another type of employment.

72-61

Upon motion of Regent Maness, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following changes in status be approved:

1. Department of Computer Science

Mrs. Camille Cook Price, Instructor of Computer Science, from one-fourth time instructor ($1,125) to full-time instructor ($4,500) for the Spring Semester, 1972.

2. Department of English

Dr. John Q. Hays, Professor of English, from full-time ($16,600) to one-third time ($5,478), effective Fall Semester, 1972.

Mr. Carroll Robert Schoenewolf, Assistant Professor of English, from full-time ($10,600) to one-quarter time ($1,325) for the Fall Semester, 1972, only.

3. Department of Economics

Mr. Jeremiah M. Sullivan, Instructor of Economics, from a salary rate of $9,600 to $10,000 for nine months, an increase of $400 for the Spring Semester, 1972, only. The increase is to cover overload due to death of a faculty member.

Dr. Thomas K. Hunter, Associate Professor of Economics, from a salary rate of $13,600 to $14,000 for nine months, an increase of $400 for the Spring Semester, 1972, only. The increase is to cover overload due to death of a faculty member.
Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following leaves of absence be granted:

1. Department of English

Mr. William David Whitescarver, Instructor of English, for the academic year 1972-73, in order to continue work toward the Ph.D. degree at Texas Tech.

2. Department of Geology

Mrs. Nancy S. Alexander, Instructor of Geology, for the academic year 1972-73, in order to continue work toward the Ph.D. degree at Southern Methodist University.

3. Department of Health and Physical Education (Women)

Miss Sandra Sue Cole, Instructor of Health and Physical Education (Women), for the academic year 1972-73, in order to continue work toward the Ph.D. degree at Indiana University.

4. Department of History

Dr. Samuel Dewitt Chandler, Assistant Professor of History, for the Fall Semester, 1972. Dr. Chandler has been awarded a Fellowship by the National Endowment for the Humanities for study in Mexico City.

5. Department of Management

Mrs. Janelle C. Ashley, Associate Professor of Management, for the Fall Semester, 1972. Mrs. Ashley has requested maternity leave.

6. Department of Mathematics

Mr. Ennis Donice McCune, Assistant Professor of Mathematics, for the academic year 1972-73, in order to continue work toward the Ph.D. degree at Texas Tech.

Upon motion of Regent Tanner, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

1. Department of English

Mr. Harry Dale Dawson, Assistant Professor of English, effective Fall Semester, 1972. Mr. Dawson has been attending graduate school.
Mr. Terry Joe Box, Assistant Professor of English, effective Fall Semester, 1972. Mr. Box has been attending graduate school.

2. Department of Elementary Education

Mrs. Janice Sue Pattillo, Assistant Professor of Elementary Education, effective Fall Semester, 1972. Mrs. Pattillo has been attending graduate school.

3. Department of Health and Physical Education (Women)

Miss Sue Gunter, Assistant Professor of Health and Physical Education (Women), effective Fall Semester, 1972. Miss Gunter has been attending graduate school.

4. Department of Modern Languages

Mr. Will Bower Barclay, Assistant Professor of Modern Languages, effective Fall Semester, 1972. Mr. Barclay has been attending graduate school.

5. Department of Music

Mr. Gaston Darrell Holt, Assistant Professor of Music, effective Fall Semester, 1972. Mr. Holt has been attending graduate school.

Mr. Thomas Michael Houston, Assistant Professor of Music, effective Fall Semester, 1972. Mr. Houston has been attending graduate school.

6. Department of School Services

Mrs. Elnita O. Stanley, Assistant Professor of School Services, effective Fall Semester, 1972. Mrs. Stanley has been attending graduate school.

72-64
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following name be removed from the faculty and staff list:

1. Mr. George Ellis Ott, Instructor of Economics, effective March 13, 1972. Mr. Ott died on the evening of March 10, 1972.

72-65
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following promotions be approved:
1. Department of Agriculture

Dr. Thurman T. Thomas from Assistant Professor to Associate Professor of Agriculture, effective Fall Semester, 1972. Dr. Thomas completed the requirements for promotion and was recommended by the Dean and Department Head.

2. Department of Art

Dr. Diane Ford from Assistant Professor to Associate Professor of Art, effective Fall Semester, 1972. Dr. Ford has completed the requirements for promotion and was recommended by the Dean and Department Head.

Mr. Charles B. Rees from Assistant Professor to Associate Professor of Art, effective Fall Semester, 1972. Mr. Rees has completed the requirements for promotion and was recommended by the Dean and Department Head.

Mr. James R. Snyder from Assistant Professor to Associate Professor of Art, effective Fall Semester, 1972. Mr. Snyder completed the requirements for promotion and was recommended by the Dean and Department Head.

3. Department of Biology

Dr. Elray S. Nixon from Associate Professor to Professor of Biology, effective Fall Semester, 1972. Dr. Nixon completed the requirements for promotion and was recommended by the Dean and Department Head.

4. Department of Chemistry

Dr. S. S. Naistat from Associate Professor to Professor of Chemistry, effective Fall Semester, 1972. Dr. Naistat completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Bennie F. Walker from Assistant Professor to Associate Professor of Chemistry, effective Fall Semester, 1972. Dr. Walker completed the requirements for promotion and was recommended by the Dean and Department Head.

5. Department of Economics

Dr. E. Dwayne Key from Assistant Professor to Associate Professor of Economics, effective Fall Semester, 1972. Dr. Key completed the requirements for promotion and was recommended by the Dean and Department Head.
6. Department of Elementary Education

Dr. Mary H. Appleberry from Assistant Professor to Associate Professor of Elementary Education. Dr. Appleberry completed the requirements for promotion and was recommended by the Dean and Department Head.

Mrs. Janice Pattillo from Instructor to Assistant Professor of Elementary Education, effective Fall Semester, 1972. Mrs. Pattillo completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. John T. Thornton, Jr., from Associate Professor to Professor of Elementary Education, effective Fall Semester, 1972. Dr. Thornton completed the requirements for promotion and was recommended by the Dean and Department Head.

7. Department of English and Philosophy

Mr. Terry Joe Box from Instructor to Assistant Professor of English, effective Fall Semester, 1972. Mr. Box completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Leonard Alfred Cheever from Assistant Professor to Associate Professor of English, effective Fall Semester, 1972. Dr. Cheever completed the requirements for promotion and was recommended by the Dean and Department Head.

8. School of Forestry

Dr. Jack E. Coster from Assistant Professor to Associate Professor of Forestry, effective Fall Semester, 1972. Dr. Coster completed the requirements for promotion and was recommended by the Dean.

Dr. Harry V. Wiant, Jr., from Professor and Assistant to the Dean to Professor and Assistant Dean, effective Fall Semester, 1972. Dr. Wiant has completed the requirements for promotion and was recommended by the Dean.

9. Department of General Business

Mr. Norman C. Cox from Instructor to Assistant Professor of General Business, effective Fall Semester, 1972. Mr. Cox has completed the requirements for promotion and was recommended by the Dean and Department Head.
10. Department of Geology

Dr. Jerry W. Vincent from Assistant Professor to Associate Professor of Geology, effective Fall Semester, 1972. Dr. Vincent has completed the requirements for promotion and was recommended by the Dean and Department Head.

11. Department of Health and Physical Education (Men)

Dr. Ronnie G. Barra from Assistant Professor to Associate Professor of Health and Physical Education (Men), effective Fall Semester, 1972. Dr. Barra has completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Carl Kight from Associate Professor to Professor of Health and Physical Education (Men), effective Fall Semester, 1972. Dr. Kight has completed the requirements for promotion and was recommended by the Dean.

12. Department of Health and Physical Education (Women)

Miss Sue Gunter from Instructor to Assistant Professor of Health and Physical Education (Women), effective Fall Semester, 1972. Miss Gunter completed the requirements for promotion and was recommended by the Dean and Department Head.

13. Department of History

Dr. Bobby Johnson from Assistant Professor to Associate Professor of History, effective Fall Semester, 1972. Dr. Johnson completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Archie P. McDonald from Associate Professor to Professor of History, effective Fall Semester, 1972. Dr. McDonald completed the requirements for promotion and was recommended by the Dean and Department Head.

14. Department of Home Economics

Mrs. Patsy Spurrier from Instructor to Assistant Professor of Home Economics, effective Fall Semester, 1972. Mrs. Spurrier completed the requirements for promotion and was recommended by the Dean and Department Head.

15. Department of Mathematics

Dr. Roy Dean Alston from Assistant Professor to Associate Professor of Mathematics, effective Fall Semester, 1972. Dr. Alston completed the requirements for promotion and was recommended by the Dean and Department Head.
Dr. Calvin Pascal Barton from Assistant Professor to Associate Professor of Mathematics, effective Fall Semester, 1972. Dr. Barton completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Robert L. Shepard from Assistant Professor to Associate Professor of Mathematics, effective Fall Semester, 1972. Dr. Shepard completed the requirements for promotion and was recommended by the Dean and Department Head.

16. Department of Modern Languages

Mr. Will B. Barclay from Instructor to Assistant Professor of Modern Languages, effective Fall Semester, 1972. Mr. Barclay completed the requirements for promotion and was recommended by the Dean and Department Head.

Dr. Albrecht Giese from Assistant Professor to Associate Professor of Modern Languages, effective Fall Semester, 1972. Dr. Giese completed the requirements for promotion and was recommended by the Dean and Department Head.

17. Department of Music

Dr. Danny Joe Beaty from Associate Professor to Professor of Music, effective Fall Semester, 1972. Dr. Beaty completed the requirements for promotion and was recommended by the Dean and the Department Head.

Dr. Richard A. Coolidge from Associate Professor to Professor of Music, effective Fall Semester, 1972. Dr. Coolidge completed the requirements for promotion and was recommended by the Dean and the Department Head.

Dr. Cody Alan Garner from Assistant Professor to Associate Professor of Music, effective Fall Semester, 1972. Dr. Garner completed the requirements for promotion and was recommended by the Dean and Department Head.

18. Department of Political Science

Dr. James G. Dickson, Jr., from Assistant Professor to Associate Professor of Political Science, effective Fall Semester, 1972. Dr. Dickson completed the requirements for promotion and was recommended by the Dean and Department Head.

19. Department of School Services

Dr. Thomas Paul White from Associate Professor to Professor of School Services, effective Fall Semester, 1972. Dr. White completed the requirements for promotion and was recommended by the Dean and Department Head.
20. Department of Secondary Education

Dr. Bennat C. Mullen from Assistant Professor to Associate Professor of Secondary Education, effective Fall Semester, 1972. Dr. Mullen completed the requirements for promotion and was recommended by the Dean and Department Head.

72-66
Upon motion of Regent Tanner, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following retirement be accepted:

1. School of Sciences and Mathematics

Dr. Edwin L. Miller, Dean of the School of Sciences and Mathematics and Professor of Biology, effective August 31, 1972.

72-67
Upon motion of Regent Todd, seconded by Regent Golden, with all Regents voting aye, it was ordered that the 1972-73 faculty and staff appointments as submitted under separate cover be approved.

72-68
Upon motion of Regent Gray, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following mid-year budget adjustments be approved:

Budget Adjustments for Regents April, 1972 Meeting
Increases as Listed

<table>
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<th>Name</th>
<th>Purpose</th>
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<td>1026</td>
<td>HPE-Men</td>
<td>Laundry Service</td>
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<td>Home Economics</td>
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<td>Registrar</td>
<td>I.D. cards for Students</td>
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<td>Building Maint.</td>
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<td>Various</td>
<td>All Dormitories</td>
<td>Student Assistants, Additional</td>
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<td>Hours</td>
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<td>5120</td>
<td>Misc. Enterprises</td>
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<td>Athletic Dept.</td>
<td>Recruiting &amp; Travel, Increases</td>
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### 1971-72 Budget Adjustment for Operation and Maintenance of Dormitories and Apartments

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**Total:**

- Expenses & Encumbrances 1971-72: $317,956.77
- Amount of Increase over Original Budget: $91,755.44

(Increases for Building Maintenance Charges and Telephone Charges rebilled to students through rent)
Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that a contract with Taylor Brothers (painters) of Lufkin, Texas, for labor and materials at cost plus 15% not to exceed $41,360 for repainting Dorms 10 and 15 be approved and the Chairman of the Board 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 15th day of April, 1972, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and TAYLOR BROTHERS, LUFKIN, TEXAS 75901, hereinafter called "Contractor."

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

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 17. If anything in the General Conditions is inconsistent with this Agreement, the Agreement shall govern.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

Repainting Dormitories 10 and 15.
ARTICLE 3
ARCHITECT
The Architect for this Project is Kent, Marsellos & Scott Architects-Engineers Lufkin, Texas

ARTICLE 4
THE CONTRACTOR'S DUTIES AND STATUS
The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 5
TIME OF COMMENCEMENT AND COMPLETION
The Work to be performed under this Contract shall be commenced approximately May 15, 1972, and completed by August 19, 1972.

ARTICLE 6
COST OF THE WORK AND GUARANTEED MAXIMUM COST
6.1 The Owner agrees to reimburse the Contractor for the Cost of the Work as defined in Article 9. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 7.
6.2 The maximum cost to the Owner, including the Cost of the Work and the Contractor's Fee, is guaranteed not to exceed the sum of Forty One Thousand, Three Hundred Sixty and No/100 Dollars ($41,360.00); such Guaranteed Maximum Cost shall be increased or decreased for Changes in the Work as provided in Article 8.
ARTICLE 7
CONTRACTOR'S FEE

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee as follows:

A fixed fee of Three Thousand Five Hundred and No/100 Dollars ($3,500.00)

7.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows:

For changes in the work shown on the drawings add or deduct 15% of the change in cost from the Contractor's Fee.

7.3 The Contractor shall be paid Fifty per cent (50%) of the proportionate amount of his Fee with each progress payment, and the balance of his Fee shall be paid at the time of final payment.

ARTICLE 8
CHANGES IN THE WORK

8.1 The Owner may make Changes in the Work in accordance with Article 12 of the General Conditions insofar as such Article is consistent with this Agreement. The Contractor shall be reimbursed for Changes in the Work on the basis of Cost of the Work as defined in Article 9.

8.2 The Contractor's Fee for Changes in the Work shall be as set forth in Paragraph 7.2, or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.
ARTICLE 9

COSTS TO BE REIMBURSED

9.1 The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article 9.

9.1.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.

9.1.2 Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed.

9.1.3 Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs 9.1.1 and 9.1.2.

9.1.4 The proportion of reasonable transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with the Work.

9.1.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

9.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.

9.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the
workmen, which are consumed in the performance of the Work, and cost
less salvage value on such items used but not consumed which remain the
property of the Contractor.

9.1.8 Rental charges of all necessary machinery and equipment, exclusive
of hand tools, used at the site of the Work, whether rented from the Con-
tractor or others, including installation, minor repairs and replacements,
dismantling, removal, transportation and delivery costs thereof, at rental
charges consistent with those prevailing in the area.

9.1.9 Cost of premiums for all bonds and insurance which the Contractor
is required by the Contract Documents to purchase and maintain.

9.1.10 Sales, use or similar taxes related to the Work and for which the
Contractor is liable imposed by any governmental authority.

9.1.11 Permit fees, royalties, damages for infringement of patents and
costs of defending suits therefor, and deposits lost for causes other than
the Contractor's negligence.

9.1.12 Losses and expenses, not compensated by insurance or otherwise,
sustained by the Contractor in connection with the Work, provided they have
resulted from causes other than the fault or neglect of the Contractor.
Such losses shall include settlements made with the written consent and
approval of the Owner. No such losses and expenses shall be included in
the Cost of the Work for the purpose of determining the Contractor's Fee.

If, however, such loss requires reconstruction and the Contractor is placed
in charge thereof, he shall be paid for his services a Fee proportionate
to that stated in Paragraph 7.1.

9.1.13 Minor expenses such as telegrams, long distance telephone calls,
telephone service at the site, expressage, and similar petty cash items in
connection with the Work.
9.1.14 Cost of removal of all debris.

9.1.15 Cost incurred due to an emergency affecting the safety of persons and property.

9.1.16 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

ARTICLE 10

COSTS NOT TO BE REIMBURSED

10.1 The term Cost of the Work shall not include any of the items set forth below in this Article 10.

10.1.1 Salaries or other compensation of the Contractor's officers, executives, general managers, estimators, auditors, accountants, purchasing and contracting agents and other employees at the Contractor's principal office and branch offices, except employees of the Contractor when engaged at shops or on the road in expediting the production or transportation of materials or equipment for the Work.

10.1.2 Expenses of the Contractor's Principal and Branch Offices other than the Field Office.

10.1.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

10.1.4 Overhead or general expenses of any kind, except as may be expressly included in Article 9.

10.1.5 Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
10.1.6 The cost of any item not specifically and expressly included in the items described in Article 9.

10.1.7 Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 6 and adjusted pursuant to Article 8.

ARTICLE 11
DISCOUNTS, REBATES AND REFUNDS
All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

ARTICLE 12
SUBCONTRACTS
12.1 All portions of the Work that the Contractor's organization has not been accustomed to perform shall be performed under subcontracts. The Contractor shall request bids from subcontractors and shall deliver such bids to the Architect. The Architect will then determine, with the advice of the Contractor and subject to the approval of the Owner, which bids will be accepted.

12.2 All Subcontracts shall conform to the requirements of Paragraph 5.3 of the General Conditions. Subcontracts awarded on the basis of the cost of such work plus a fee shall also be subject to the provisions of this Agreement insofar as applicable.
ARTICLE 13
ACCOUNTING RECORDS
The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years after the final payment.

ARTICLE 14
APPLICATIONS FOR PAYMENT
The Contractor shall, at least ten days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 6 and the amount of the Contractor's Fee due as provided in Article 7, together with payrolls for all labor and all receipted bills for which payment has been received.

ARTICLE 15
PAYMENTS TO THE CONTRACTOR
15.1 The Architect will review the Contractor's statement of moneys due as provided in Article 14 and will promptly issue a Certificate for Payment to the Owner for such amount as he approves, which Certificate shall be payable on or about the Tenth day of the month.
15.2 Final payment, constituting the unpaid balance of the Cost of the Work and of the Contractor's Fee, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Architect. Final payment shall be due Thirty days after the date of issuance of the final Certificate for Payment.

ARTICLE 16
TERMINATION OF THE CONTRACT

16.1 The Contract may be terminated by the Contractor as provided in Article 14 of the General Conditions.

16.2 If the Owner terminates the Contract as provided in Article 14 of the General Conditions, he shall reimburse the Contractor for any unpaid Cost of the Work due him under Article 6, plus (1) the unpaid balance of the Fee computed upon the Cost of the Work to the date of termination at the rate of the percentage named in Article 7, or (2) if the Contractor's Fee be stated as a fixed sum, such an amount as will increase the payments on account of his Fee to a sum which bears the same ratio to the said fixed sum as the Cost of the Work at the time of termination bears to the adjusted Guaranteed Maximum Cost, if any, otherwise to a reasonable estimated Cost of the Work when completed. The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Contract the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work. The Contractor shall, as a condition of receiving the payments referred to in this Article 16,
execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Contractor under such obligations or commitments.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.

17.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement
3. DORMITORY 10: Repaint one coat in present color the following:
   Interior: One coat on all plaster walls except in Mechanical Rooms, Laundries, Storage, Janitor's Closets and Bedroom Closets.
   One coat present color on all doors and door bucks and all built-in furniture:
   One coat on Rest Rooms ceilings.

DORMITORY 15: Repaint one coat present color as follows:
   Exterior: All wood, metal and plaster surfaces.
   Interior: All plaster ceilings and walls except in Mechanical Rooms, Laundries, Storage and Janitor's Closets, except stained and varnished doors and built-in furniture.
4. The Contractor shall furnish Insurance acceptable to the Owner as follows:

a. Compensation and Employer's Liability Insurance as required by law.

b. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance $300,000.00-$500,000.00. Property Damage $100,000.00-$300,000.00. Provide Owner's Protective Liability Insurance naming the Owner and the Architect/Engineer in the same amounts.

For purpose of complying with the State of Texas Sales Tax the following is a division between labor and materials:

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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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ C. G. Haas
Witness

By /s/ R. E. McGee
Chairman

TAYLOR BROTHERS
LUKFIN, TEXAS
Address

By /s/ A. M. Taylor

12-26
READ AND EXAMINED:

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

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.
Upon motion of Regent Gray, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contracts with Honeywell, Inc., of Dallas, for $21,173, and with Engineered Air Balance Co., Inc., of Dallas, for $3,300 for overhauling the air conditioning controls of Dormitory 14 be approved and the Chairman of the Board authorized to sign the contracts as follows:
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made and entered into this 15th day of April, A.D. 1972, by and between the Board of Regents, Stephen F. Austin State University of the City of Nacogdoches, County of Nacogdoches, and the 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: "Renovation of Air Conditioning Control System, Dormitory 14", as described in the "Description of the Work", 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 prices stated in the Proposal, and in compliance with the Performance Bond and the Payment Bond and the Description of Work hereto attached, 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 the use by August 1, 1972.

In defaulting thereof, the Contractor shall be liable for liquidated damages of $25 per day.
(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefore, the sum of TWENTY ONE THOUSAND, ONE HUNDRED AND SEVENTY THREE Dollars ($21,173.), subject to additions and deductions, 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 Description of the Work 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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY /s/ C. G. Haas
Witness

BY /s/ R. E. McGee
Chairman

Honeywell Inc.
Contractor

2701 Fourth Avenue South
Minneapolis, Minnesota
Address

SEAL

READ AND EXAMINED

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

12-30
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made and entered into this 15 day of April, A.D. 1972, 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 Engineered Air Balance Co., Inc. of the City of Dallas, County of Dallas, and the State of Texas, Party of the Second Part, termed in the Contract Documents as the CONTRACTOR,

WITNESSETH: (1) That for in consideration of payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the balancing, testing and adjusting of the air conditioning system in Dormitory 14 described in the "Description of the Work" 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 work in accordance with the prices stated in the Proposal, and in compliance with the Description of the Work hereto attached, all of which are made a part hereof and collectively evidence and constitute the Contract.

(2) Contractor agrees to complete said work ready for use by August 15, 1972.

In defaulting thereof, the Contractor shall be liable for liquidated damages of $25 per day.

(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefore, the sum of THREE THOUSAND, THREE HUNDRED Dollars ($3300.), subject to additions and deductions, and to make payments on account thereof as provided.
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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY /s/ C. G. Haas
BY /s/ R. E. McGee
Chairman

ENGINEERED AIR BALANCE CO., INC.
Contractor

13333 North Central Expressway
Dallas, Texas
Address

SEAL

ENGINEERED AIR BALANCE CO., INC.

READ AND EXAMINED

Walter L. Lipski
President

Secretary
Board of Regents, Stephen F. Austin State University
DESCRIPTION OF THE WORK

Balancing, Testing and Adjusting Air Conditioning System
Dormitory 14, Stephen F. Austin State University

Scope of Work: The Owner plans to renovate the air conditioning control system in Dormitory 14 during the summer of 1972. The dorm will be vacated by May 15, 1972 and school will begin again on August 19, 1972. During the summer the dorm will be vacant.

The Owner is contracting with Honeywell Inc. to rework the air conditioning controls and to replace all grilles. The contract with Honeywell Inc. will be complete on August 1, 1972.

The testing and Balancing Contractor will have complete control of the building from August 1, 1972 through August 15, 1972. Work may begin prior to August 1, 1972 if desired.

Services of the Testing and Balancing Contractor:

1. Through investigation and inspection of each multi-zone air conditioning unit (8) and each single zone air conditioning unit (2) to verify proper and/or required operation of all components within the air handling units.

2. Adjust, balance and test each air conditioning unit to supply the required quantity of air through the actual resistance of filters, coils, duct systems and air distribution units. Also, set all main, branch and mixing dampers to provide systemic balance. Owner will provide new filters.

3. Adjust, set all air balance valves, grids, dampers, diffusers, grilles and registers of these systems to deliver the volume of air to obtain optimum air distribution in the occupied spaces.

4. Water flow will be tested and adjusted at each water coil in the various air handling units to insure that each coil is receiving the volume of water required and of the proper temperature to perform its duty.

5. The operation of the temperature control system shall be surveyed. If the temperature control system requires repair, calibration etc., such data will be submitted in the report to the Owner and Engineer along with the record of temperatures measured.

6. Submit three copies of the report of findings and recommendations to obtain optimum conditions of operation. Report to include data on fans, dampers, air distribution devices and water flow through coils. Air quantities at each register, water pressure readings at coils, temperatures at coils, and static pressures at units shall be included. Amperage and voltage readings at each motor shall be included.
Upon motion of Regent Perkins, seconded by Regent Thomas, with all Regents voting aye, it was ordered that Change Order No. 1 for $480 be added to the Henry T. Smith contract on the Renovation of the Swimming Pool Water System.

Upon motion of Regent Bergman, seconded by Regent Gray, with all Regents voting aye, it was ordered that the University be authorized to add five street lights on East College Street between the LaNana Creek Bridge and University Drive to be purchased through the State Board of Control, at an estimated cost of $3,500 including installation and erection.

Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract with Brenham Roofing and Metal Company of Brenham, Texas, for $15,500 to re-roof the Austin Building be approved and the Chairman of the Board authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS  I
COUNTY OF NACOGDOCHES  I

THIS AGREEMENT made and entered into this 15th day of April, 1972, by and between THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, Nacogdoches, Texas, acting herein through its Chairman, and hereinafter called Owner, and Brenham Roofing and Metal Company of Brenham, Texas, hereinafter called Contractor.

W I T N E S S E T H:

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

1. The Contractor agrees to provide all the materials, furnish all the labor, and do all things necessary to complete fully the job of RE-ROOFING THE AUSTIN BUILDING all in accordance with the plans and specifications as prepared by Kent, Marsellos & Scott, Architects-Engineers for Stephen F. Austin State University, as identified with the Architect's Job No. 3319. The said plans and specifications and general conditions are made a part of this Agreement for all intents and purposes provided that if anything in the said conditions of the contract is in conflict with the Agreement, this Agreement shall control and govern.

2. The work called for and included in this Agreement shall be under the direction of the Comptroller, Stephen F. Austin State University, and his determination of the true meaning, and proper construction of the plans and specifications shall be considered as final.
3. The work to be performed under this Agreement shall be completed in a time and manner to be mutually agreed upon by the Owner and Contractor so as to be advantageous to both parties and so as to complete the work in as short a time as possible.

4. The Owner shall pay the Contractor for the performance of the Agreement FIFTEEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($15,500.00) out of funds available to the Owner from Surplus Auxiliary Enterprise Funds, approved by the Board of Regents of Stephen F. Austin State University, Nacogdoches, Texas, acting for and in behalf of said University.

Final payment shall be made within thirty (30) days after completion of the work and the Contract fully performed. Before payment is made, the Contractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.

5. The Contractor agrees:

A. Upon the execution of the Agreement, the Contractor shall execute a performance bond with surety acceptable to the Owner, conditioned that Contractor shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of Contractor's default or failure so to do, and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default.
B. Upon execution of the agreement the Contractor shall execute payment bond with surety acceptable to the Owner, conditioned that Contractor shall promptly make payment to all claimants as defined by Article 5160, Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts of the 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said contract.

6. The Contractor agrees to procure and keep in force insurance with companies acceptable to the Board of Regents conforming to the following schedule and in amounts no less than shown below:

   A. Workmen's Compensation Insurance as required by the laws of the State of Texas;

   B. Contractor's Public Liability and Property Damage Insurance in the amount of $100,000.00 for injury to, or death of any one person, and $300,000.00 for any one accident and in the amount of $50,000.00 for property damage.

   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 for whose benefit the contract is made in the amount of $100,000.00 for injury to, or death of, any one person and in the amount of $300,000.00 for injury or death in any one accident and covering property damage in the amount of $50,000.00.

   D. And to indemnify, protect and hold Owner harmless against 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 operation hereunder Contractor shall furnish to the Owner, by delivering to the Secretary of the Board of Regents of Stephen F. Austin State University in Nacogdoches, Texas, photostatic copies of the above mentioned Workmen's Compensation and Public Liability Insurance policies, together with a certificate from the insurance carrier that the insurance shall not be cancelled until ten days written notice of said impending cancellation has been given to Owner.

7. 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.

IN WITNESS WHEREOF, the Owner has caused the execution of these presents by its proper officer, and its seal to be hereunto affixed, and the Contractor has hereunto set his hand the day and year first above written.

THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
Chairman

ATTEST:

By /s/ C. G. Haas
Secretary

SEAL -4- 12-38
By /s/ John S. Crawford, President
Contractor

READ AND EXAMINED:

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

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.
Upon motion of Regent Tanner, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contract to refurbish the exterior stone and masonry of the Fine Arts Building with The Exum Company of Tyler, Texas, for $26,980 be approved and the Chairman of the Board authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made and entered into the 15th day of April, 1972, by and between THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, Nacogdoches, Texas, acting herein through its Chairman, and hereinafter called Owner, and THE EXUM COMPANY of Tyler, Texas hereinafter called Contractor.

WITNESSETH

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

1. The Contractor agrees to provide all the materials, furnish all the labor, and do all things necessary to complete fully the job of EXTERIOR RENOVATION OF THE FINE ARTS BUILDING all in accordance with the plans and specifications describing the scope of the work as the base proposal as prepared by Kent, Marsellos & Scott, Architects-Engineers for Stephen F. Austin State University. Said specifications also being described as the Architect's Job No. 3320. The said plans and specifications and general conditions are made a part of this Agreement for all intents and purposes provided that if anything in the said conditions of the contract is in conflict with the 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 Comptroller, Stephen F. Austin State University, and his determination of the true meaning, and proper construction of the plans and specifications shall be considered as final.
3. The work to be performed under this Agreement shall be completed in a time and manner to be mutually agreed upon by the Owner and Contractor so as to be advantageous to both parties, with a minimum of interruption to the usefulness and occupancy of the building, and so as to complete the work in the shortest length of time possible.

4. The Owner shall pay the Contractor for the performance of the Agreement TWENTY SIX THOUSAND NINE HUNDRED EIGHTY AND NO/100 - - - - - - ($26,980.00), out of funds available to the Owner from Surplus Auxiliary Enterprise Funds, approved by the Board of Regents of Stephen F. Austin State University, Nacogdoches, Texas, acting for and in behalf of said University.

Final payment shall be made within thirty (30) days after completion of the work and the Contract fully performed. Before payment is made, the Contractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid.

5. The Contractor agrees:

A. Upon the execution of the Agreement, the Contractor shall execute a performance bond with surety acceptable to Owner, conditioned that Contractor shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of Contractor's default or failure so to do, and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default.
B. Upon execution of the agreement the Contractor shall execute payment bond with surety acceptable to the Owner, conditioned that Contractor shall promptly make payment to all claimants as defined by Article 5160, Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts of the 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said contract.

6. The Contractor agrees to procure and keep in force insurance with companies acceptable to the Board of Regents conforming to the following schedule and in amounts no less than shown below:

A. Workmen's Compensation Insurance as required by the laws of the State of Texas;

B. Contractor's Public Liability and Property Damage Insurance in the amount of $100,000.00 for injury to, or death of any one person, and $300,000.00 for any one accident and in the amount of $50,000.00 for property damage.

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 for whose benefit the contract is made in the amount of $100,000.00 for injury to, or death of, any one person and in the amount of $300,000.00 for injury or death in any one accident and covering property damage in the amount of $50,000.00.

D. And to indemnify, protect and hold Owner harmless against 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 operation hereunder Contractor shall furnish to the Owner, by delivering to the Secretary of the Board of Regents of Stephen F. Austin State University in Nacogdoches, Texas, photostatic copies of the above mentioned Workmen's Compensation and Public Liability Insurance policies, together with a certificate from the insurance carrier that the insurance shall not be cancelled until ten days written notice of said impending cancellation has been given to Owner.

7. 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.

IN WITNESS WHEREOF, the Owner has caused the execution of these presents by its proper officer, and its seal to be hereunto affixed, and the Contractor has hereunto set his hand the day and year first above written.

THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee Chairman

ATTEST:

By /s/ C. G. Haas Secretary

SEAL 12-44
By /s/ Arthur Exum
Contractor

READ AND EXAMINED:

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

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS
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.
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the contract to construct an art department lab building with Pigg Construction Company of Center, Texas, for $152,300 be approved and the Chairman of the Board 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 15th day of April, 1972, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and PIGG CONSTRUCTION COMPANY, CENTER, TEXAS, 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 ART STUDIOS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marcellous & 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,

12-47
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 "ART STUDIOS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS", sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions"; and the following:

Addendum No. 1, dated March 24, 1972, Page 1 incl.
Addendum No. 2, dated April 3, 1972, Pages 1-2 incl.
Addendum No. 3, dated April 5, 1972, Page 1 incl.
Addendum No. 4, dated April 6, 1972, Page 1 incl.
Copies of which are attached hereto, are a part of this contract.

1. This Contract is to cover the General Contract Work, Plumbing, Heating and Air Conditioning 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-
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 90 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 thereafter the work remains unfinished as specified in Paragraph 1.51 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, ONE HUNDRED FIFTY TWO THOUSAND THREE HUNDRED DOLLARS ($152,300.00) out of Plant Fund Surpluses available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

Base Bid - $152,300.00
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, $100,000.00.

b) **Comprehensive General Liability Insurance and Automobile 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) Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

d) **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**
   
   $100,000.00 (each occurrence)
   $300,000.00 (aggregate)

e) **Completed Operations:** Continue coverage in force for one year after completion of work.
f) 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, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law.
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>
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<tr>
<td>Labor</td>
<td>$30,000.00</td>
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<tr>
<td>Materials</td>
<td>122,300.00</td>
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<td>Total</td>
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</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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

PIGG CONSTRUCTION COMPANY
CENTER, TEXAS

SEAL

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

(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.
ADDENDUM NO. 1

ART STUDIOS
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

KENT, MARCELLOS AND SCOTT
ARCHITECTS-ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

MARCH 24, 1972

DIVISION 13 - METAL BUILDING:

1. Roof system shall comply with requirements of U. L. Class 90. Metal building manufacturer shall furnish certificate that roof system has been tested by Underwriters' Laboratories, Inc. and meets all requirements for wind uplift - Class 90. The installed roof system shall conform to all requirements of U. L. Class 90.

2. Instead of fasteners specified for roof and wall covering. Use TEK-3 12 - 14 x 1-15/16" with 5/8" O. D. Twin seal washer manufactured by Buildex Corporation 5731 Caladium Drive, Dallas, Texas 75230 for wall panels with 1" rigid insulation. For roof panels, use TEK fasteners of proper size suggested by manufacturer for use with metal covering and 4" blanket type insulation. Exact length of fasteners for roof and wall covering to suit building panels and insulation used.
ADDENDUM NO. 2

ART STUDIO
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

APRIL 3, 1972

DIVISION 6 - "0610 - Rough Carpentry":
DIVISION 13 - METAL BUILDING:

1. At west wall of Graphic Arts 101, install 2" x 20 ga. galv. wire mesh on exterior side of 1" styrofoam to serve as backing. Use mesh only where exterior siding does not provide backing for styrofoam.

2. At Sections 501 and 502, use a continuous 16 ga. channel at the ends of the cantilevered purlins to serve as bracing for the purlins. Connect continuous brace at ridge splice with a splice plate connecting the webs, Bracing channel same depth as purlins.

3. Purlins shown cantilevered at Sections 501 and 502 shall be of proper size and spacing to safely support suspended framing and fascia at gable. At connection of 2 x 4 framing to purlins, use 2 - 2 x 4's vertical instead of 2 - 2 x 4's flat as detailed.

DIVISION 1610 - ELECTRICAL:

1. Add new Item 30 as follows:

"CLOCK AND BELL: (a) The University Campus now has a Simplex Central Time and Signal Control System.

(b) The clock system for this building shall be synchronously wired. The bell system shall be wired.

(c) The Electrical Contractor shall be responsible for contacting Simplex Time Recorder Company, Dallas, Texas to determine the necessary components and wiring necessary to connect the clock and bell and warning light system and include all cost of same in his bid proposal."
(d) The Contractor shall at the time of pull cord installation in the telephone service conduit install a twisted pair of #16 conductors, plastic insulated and plastic jacketed from Art Studio telephone board to ROTC Building telephone board.

(e) Clock shall be wall mounted, double dial, 12" round with black gothic design numerals on off-white dial, synchronous wired with automatic individual supervision.

(f) Bell shall be 4" combined with flashing red light for visual warning.

(g) All clock, bell and flashing light installation shall be under the supervision of Simplex Time Recorder Company."
DIVISION 13 - METAL BUILDING:

1. The continuous anticapillary groove as specified under 'Roof and Wall Covering,' Page 7, Paragraph "C" is a mandatory requirement for all roof and wall panels.

2. Roof system shall comply with requirements of U. L. Class 90. Installed roof system shall conform to all requirements of U. L. Class 90, except that U. L. Certificate will not be required.

Guarantee for five (5) years that roof and walls will not leak. Repair damaged surfaces from leaks without cost to the Owner.
ADDENDUM NO. 4

ART STUDIOS
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

KENT, MARSIELLOS AND SCOTT
ARCHITECTS-ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

APRIL 6, 1972

On all Exterior Doors #1 and #2 install the following weatherstripping:

Sill - Zero # 39A Sweep
Head & Jambs - Zero 328 extruded aluminum, slotted for adjustment

Install with stainless steel screws at 12" o.c.

DIVISION 13 - METAL BUILDING:

Trim and Closures:

D. Rubber Closures - Locate closure so that roof and wall covering fasteners pass through the center of closures to prevent dislodging of closure material.

MECHANICAL DRAWINGS:

SHEET ME-1 --

(1) Change new cold water supply from 3" to 6" between existing 6" line and main valve box. Valve to be 6". Install 6" tee and 6" valve in new valve box 5'-0" back of east curb of street.

(2) Change new gas line from 2" to 4" outside of building. Install 4" tee and cap 5'-0" back of east curb of street.

SHEET M-2 --

(1) Move valve on cold water supply from Room 104 to Room 112. Locate valve adjacent to wall of Room 104.

(2) Install new valve in cold water supply to Room 103. Valve to be installed in Corridor 102.
72-76
Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the Change Orders Nos. 1 through 3 to increase the contract with Loggins Construction Company (new stadium) for a total value of $22,173 be approved and the Chairman of the Board authorized to sign the change orders.

72-77
Upon motion of Regent Gray, seconded by Regent Perkins, with all Regents voting aye, it was ordered that Change Order No. 1 to add $7,882 to the Allen M. Campbell Company contract for the construction of the Library be approved and the Chairman of the Board authorized to sign the change order.

72-78
Upon motion of Regent Maness, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the bid of 3.559% by the First National Bank of Fort Worth for the Universities of the State of Texas State ad valorem Tax Bonds, series of 1972--Stephen F. Austin State University--$3,485,000 be accepted, as follows:

CERTIFICATE FOR
RESOLUTION AUTHORIZING THE ISSUANCE OF THE UNIVERSITIES OF THE STATE OF TEXAS STATE AD VALOREM TAX BONDS, SERIES 1972 - STEPHEN F. AUSTIN STATE UNIVERSITY - $3,485,000.00.

THE STATE OF TEXAS:
COUNTY OF NACOGDOCHES:
STEPHEN F. AUSTIN STATE UNIVERSITY:

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

1. That the Board of Regents of said University convened in REGULAR MEETING ON THE 15TH DAY OF APRIL, 1972, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Regents, to-wit:

R. E. McGee, Chairman
Joe Bob Golden, Vice Chairman
James I. Perkins
Lera Thomas
Robert C. Gray

Douglas Bergman
Roy Maness
Sam Tanner
Walter C. Todd
Charles 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 THE UNIVERSITIES OF THE STATE OF TEXAS STATE AD VALOREM TAX BONDS, SERIES 1972 - STEPHEN F. AUSTIN STATE UNIVERSITY - $3,485,000.00, was duly introduced for the consideration
of said Board of Regents and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote, to-wit:

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

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution passed 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 of Regents minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board of Regents minutes of said meeting pertaining to the passage 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 of Regents as indicated therein; that each of the officers and members of said Board of Regents 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 passage at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public as required by law and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

3. That the Chairman of the Board of Regents has approved, and hereby approves, the aforesaid Resolution; that the Chairman and Secretary of said Board of Regents have duly signed said Resolution; and that the Chairman and Secretary of said Board of Regents hereby declare that their signing of this Certificate shall constitute their signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this the 15 day of April, 1972.

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

/s/ R. E. McGee
Chairman, Board of Regents, Stephen F. Austin State University.

(SEAL)
RESOLUTION


WHEREAS, by adoption at the general election held in the State of Texas on November 2, 1965, Section 17 of Article VII of the Constitution of Texas was amended as a whole (hereinafter sometimes called the "Constitutional Provision"); and

WHEREAS, the Constitutional Provision is self-enacting and has continued an ad valorem tax on all of the taxable property in the State of Texas at an increased rate of Ten (10¢) Cents on the $100.00 valuation, and authorizes the proceeds of the tax to be pledged to pay the principal of and interest on the bonds issued pursuant thereto; and

WHEREAS, such tax levy became effective as of January 1, 1966, and will remain effective for taxes which have and will become due and payable in each year for a twelve year period beginning January 1, 1966, and for each successive ten year period thereafter; and
WHEREAS, the Constitutional Provision provides for an allocation of proceeds of such tax for the twelve year period commencing January 1, 1966, among the seventeen designated state supported institutions of higher learning (hereinafter sometimes called "Eligible Institutions") and has authorized the governing board of each of the Eligible Institutions to pledge any part of the fund allocated to it to pay the principal of and interest on bonds; and

WHEREAS, the Constitutional Provision requires the Comptroller of Public Accounts of the State of Texas to make the allocation of the funds to the Eligible Institutions to be raised by such tax for the twelve year period beginning January 1, 1966, 85% of such funds to be allocated on June 1, 1966; and 15% to be allocated on June 1, 1972; and

WHEREAS, the Constitutional Provision requires that the Comptroller of Public Accounts of the State of Texas make the June 1, 1966 allocation (85%) based on the following determinations:

"(1) Ninety per cent (90%) of the funds allocated on June 1, 1966, shall be allocated to state institutions based on projected enrollment increases published by the Coordinating Board, Texas College and University System for fall 1966 to fall 1978;

"(2) Ten per cent (10%) of the funds allocated on June 1, 1966, shall be allocated to certain of the eligible state institutions based on the number of additional square feet needed in education and general facilities by such eligible state institution to meet the average square feet per full time equivalent student of all state senior institutions (currently numbering twenty-two);"

and

WHEREAS, such determinations have been made by the Coordinating Board; and

WHEREAS, the Comptroller has made the June 1, 1966 allocation as required by the Constitutional Provision; and

WHEREAS, of the total funds thus allocated on June 1, 1966, for the twelve year period, Stephen F. Austin State University (herein defined and referred to as the "University") is to receive 4.48300%; and

WHEREAS, the assessed valuation of property in the State of Texas (less homestead exemptions) subject to such levy in accordance with the approved tax rolls, together with the Comptroller's official estimates of valuations for each year of the twelve year period, and
the figures representing the June 1, 1966 allocation among the Eligible Institutions afford a basis for estimating the amount of money to be received by the University under such tax levy for each of the years of the said twelve year period; and

WHEREAS, the Board of Regents of the State Senior Colleges authorized the issuance and sold its Colleges of the State of Texas Constitutional Tax Bonds - State Senior Colleges (for and on behalf of Stephen F. Austin State University), Series 1966, Series 1967-A and Series 1968, of which there will remain outstanding and unpaid, after September 1, 1972 the aggregate principal amount of $2,535,000; and

WHEREAS, all of such outstanding bonds are callable for redemption on September 1, 1972; and

WHEREAS, concurrently herewith this Board has called such bonds for redemption in accordance with their terms and the law applicable thereto, Article 717k, V.A.C.S., and has provided for the payment of principal of such bonds called, the premium thereon and the interest to date of redemption; and

WHEREAS, of the outstanding bonds being called for redemption, $1,715,000 in principal amount of such bonds will be refunded; and

WHEREAS, it has been and is hereby determined to be to the best interest of the University that the bonds herein authorized payable from its allocated fund be issued at this time and that action necessary for the issuance thereof be taken by this Board;

BE IT RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

1. The Bonds. That in order to provide funds for the purpose of refunding Colleges of the State of Texas Constitutional Tax Bonds - State Senior Colleges (issued for and on behalf of Stephen F. Austin State University), in the principal amount of $1,715,000, and for the purpose of acquiring, constructing and initially equipping buildings and other permanent improvements at Stephen F. Austin State University, bonds are hereby authorized to be issued known as "Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University," in the aggregate principal amount of Three Million Four Hundred Eighty Five Thousand Dollars ($3,485,000), in the denomination of Five Thousand Dollars ($5,000) each, and numbered from One (1) through Six Hundred Ninety Seven (697) (hereinafter referred to as the "Bonds").

2. Bonds of Issue on Parity. That no one of said Bonds shall be entitled to priority over any other Bond of this issue in the application of the money in the allocated fund which has been pledged
to the payment of the principal of and interest on the Bonds, irrespective of the fact that some of the Bonds may be delivered prior to the delivery of other Bonds, it being the intent of this resolution that all Bonds of this issue shall rank equally.

3. Date of Bonds; Maturity Schedule. That the Bonds shall be dated May 1, 1972, and shall become due and payable on September 1 in each of the years and in the amounts as follows:

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<th>YEARS</th>
<th>AMOUNTS</th>
<th>YEARS</th>
<th>AMOUNTS</th>
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<td>1976</td>
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<td>495,000</td>
<td>1977</td>
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<tr>
<td>1975</td>
<td>545,000</td>
<td>1978</td>
<td>730,000</td>
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</table>

4. Interest Rates. That the Bonds shall bear interest at the following rates:

- all bonds scheduled to mature during the year 1973 through ___ --- 4.00% per annum;
- all bonds scheduled to mature during the year 1974 through ___ --- 3.20% per annum;
- all bonds scheduled to mature during the year 1975 through ___ --- 3.20% per annum;
- all bonds scheduled to mature during the year 1976 through ___ --- 3.40% per annum;
- all bonds scheduled to mature during the year 1977 through ___ --- 3.60% per annum;
- all bonds scheduled to mature during the year 1978 through ___ --- 3.30% per annum;

with said interest to be evidenced by interest coupons payable on March 1, 1973 and semi-annually thereafter on each September 1 and March 1.

5. Banks of Payment. That the principal of and the interest on the Bonds shall be payable, without exchange or collection charges to the owner or holder thereof, at First National Bank in Dallas, Dallas, Texas (hereinafter called the "Principal Bank of Payment"), or, at the option of the holder, at Manufactures Hanover Trust Company, New York, New York (herein collectively called "Banks of Payment"), in lawful money of the United States of America upon surrender of proper Bond or coupon.

6. Execution of Bonds and Coupons. That each of said Bonds and interest coupons shall be signed by the imprinted or lithographed facsimile signature of the Presiding Officer and countersigned by the
imprinted or lithographed facsimile signature of the Secretary of the Board, and the official seal of said Board shall be impressed, printed or lithographed on each of said Bonds.

7. Negotiability. That nothing contained in the Bonds or in this resolution shall affect or impair the negotiability of the Bonds or the coupons thereto appertaining, and said Bonds and coupons shall constitute negotiable instruments within the meaning of the Negotiable Instruments Acts of the State of Texas.

8. Form of Bonds. That the form of the Bonds shall be substantially as follows:

NO. ________ $5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
UNIVERSITIES OF THE STATE OF TEXAS
STATE AD VALOREM TAX BOND
SERIES 1972
STEPHEN F. AUSTIN STATE UNIVERSITY

For value received the Board of Regents of Stephen F. Austin State University, an agency of the State of Texas, and as authorized by the Constitution of the State of Texas, hereby acknowledges itself indebted to and promises to pay out of the proceeds of the ad valorem tax herein described to the bearer, on the 1st day of September, 19__, the sum of

FIVE THOUSAND DOLLARS

with interest thereon from the date hereof at the rate of (___ %) per cent per annum, until the principal amount of this bond shall have been paid, payable March 1, 1973, and semi-annually thereafter on September 1 and March 1 of each year. Both principal and interest shall be payable in lawful money of the United States of America upon presentation and surrender of proper bond or coupon at First National Bank in Dallas, Dallas, Texas, or, at the option of the holder at Manufacturers Hanover Trust Company, New York, New York, without exchange or collection charges to the owner or the holder thereof.

This bond is one of a series of bonds (hereinafter sometimes called the "Bonds") of like tenor and effect except as to number, maturity and interest rate, numbered from One (1) through Six Hundred Ninety Seven (697), aggregating Three Million Four Hundred Eighty Five Thousand Dollars ($3,485,000), issued for the purpose of refunding Colleges of the State of Texas Constitutional Tax Bonds - State Senior Colleges (issued for and on behalf of Stephen F. Austin State University) in the principal amount of $1,715,000 and for the purpose of acquiring, constructing and initially equipping buildings and other permanent
improvements at Stephen F. Austin State University, Nacogdoches, Texas, in accordance with the provisions of Section 17, of Article VII, as amended, of the Constitution of Texas, and pursuant to the resolution authorizing the issuance of the series of Bonds of which this is one, adopted by the Board of Regents of Stephen F. Austin State University, duly of record in the minutes of said Board (herein called the "Resolution").

The date of this Bond in conformity with the Resolution is May 1, 1972.

The bonds of which this is one are secured by a pledge of that part allocated to Stephen F. Austin State University of the proceeds of a continuing tax on all of the taxable property in the State levied by Section 17 of Article VII of the Constitution, as amended on November 2, 1965, accumulated and held in the State Treasury to be used solely to pay the principal of and interest on the Bonds, and additional parity bonds herein mentioned. The levy of such tax supporting the Bonds and the pledge thereof will remain effective so long as any of the Bonds is outstanding and unpaid.

The Board reserves the right to issue additional parity bonds under the terms and conditions stated in the Resolution authorizing this Bond and the series of which it is a part, and said Bonds may be made payable from the same source, secured in the same manner and placed on a parity with this Bond and the series of which it is a part.

Each successive holder of this Bond, and each successive holder of each of the coupons hereto attached, is conclusively presumed to forego and renounce his equities in favor of subsequent holders for value without notice, and to agree that this Bond and each of the coupons hereto attached, may be negotiated by delivery by any person having possession thereof, howsoever such possession may have been acquired, and that any holder who shall have taken this Bond or any of the coupons from any person for value without notice, thereby has acquired absolute title thereto, free from any defenses enforceable against any prior holder and free from all equities and claims of ownership of any such prior holder. The Board and the Banks of Payment shall not be affected by any notice to the contrary.

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 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 issue of Bonds does not exceed any constitutional or statutory limitations and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part by irrevocably pledging the allocated proceeds of the continuing ad valorem tax hereinabove mentioned.
IN WITNESS WHEREOF, the Board of Regents of Stephen F. Austin State University has caused the official 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 signature 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

9. Form of Coupon. That the form of coupon for the Bonds shall be substantially as follows:

NO. _____

On the ___ day of ______, 19__, the Board of Regents of Stephen F. Austin State University promises to pay to bearer without exchange or collection charges to the owner or holder hereof, out of the allocated proceeds of the ad valorem tax described in the Bond to which this coupon is attached the sum of ____ ($_____) Dollars in lawful money of the United States of America at First National Bank in Dallas, Dallas, Texas, or, at the option of the holder at Manufacturers Hanover Trust Company, New York, New York, being the interest then due on its Universities of the State of Texas Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University, dated May 1, 1972. NO. ________.

______________________________
Secretary

______________________________
Chairman

10. Comptroller's Certificate. That the form of Comptroller's Certificate which shall be printed on the back of each of the Bonds shall be substantially as follows:

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 Section 17 of Article VII of the Constitution, as amended, and that

12-70
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 obligation payable from the proceeds of the State ad valorem tax pledged to its payment by and in the Resolution of said Board of Regents of Stephen F. Austin State University, an educational institution belonging to the State of Texas duly constituted under authority of law authorizing same and said Bond has this day been registered by me.

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

Comptroller of Public Accounts of the State of Texas

(SEAL)

11. Definitions. That throughout this Resolution, in the bond form prescribed herein and in the Bonds authorized hereby, the following terms and expressions as used herein shall have the meanings set forth, to-wit:

The term "Additional Bonds" shall refer to the additional parity bonds that are permitted to be issued by Section 12;

The term "Board" shall refer to the Board of Regents of Stephen F. Austin State University;

The term "Bonds" shall refer to the bonds authorized to be issued under the provisions of this resolution;

The term "Comptroller" shall refer to the Comptroller of Public Accounts of the State of Texas;

The term "Constitutional Provision" shall mean Article VII, Section 17 of the Constitution of Texas as amended November 2, 1965;

The term "Eligible Institutions" shall mean the seventeen state supported institutions of higher learning designated as those institutions to receive allocated proceeds from the tax levied by the Constitutional Provision;

The term "Interest and Sinking Fund" shall mean the fund established for the University in the State Treasury pursuant to the terms of the resolution authorizing the issuance of the Series 1966 Bonds, and further described in Section 13 hereof;

The term "Presiding Officer" shall mean the officer designated by law to preside over the Board;

The term "Resolution" shall mean this resolution authorizing the Bonds;
The term "Series 1966 Bonds" shall refer to Colleges of the State of Texas Constitutional Tax Bonds, Series 1966 - State Senior Colleges (issued for and on behalf of Stephen F. Austin State University);

The term "University" shall refer to Stephen F. Austin State University.

12. Findings, Pledge of Payment, Additional Bonds. That official recognition is hereby given to these facts:

(a) That Section 17 of Article VII of the Constitution, as amended in 1965 (the "Constitutional Provision") has levied a continuing ad valorem tax on all taxable property in the State of Texas, at the rate of Ten (10¢) Cents on the One Hundred Dollars ($100.00) of valuation;

(b) That such tax has been effective since January 1, 1966 and will remain effective so long as any of the Bonds is outstanding and unpaid;

(c) That as and when the proceeds from such tax levy are received by the Comptroller the net amounts realized therefrom (including the portion thereof allocated to the University) are deposited in the State Treasury to be held for the purposes set forth in the Constitutional Provision;

(d) That the Comptroller on June 1, 1966 allocated among the Eligible Institutions 85% of the said tax to be received for the twelve year period beginning January 1, 1966; and will on June 1, 1972 allocate among the Eligible Institutions the remaining 15% of the said tax for the said twelve year period, all in accordance with the Constitutional Provision.

(e) That it is the duty of the Comptroller to draw all necessary and proper warrants upon the State Treasury to effectuate the pledge of such money made in this Resolution and to facilitate payment of the Bonds, the Additional Bonds and the interest thereon; and

(f) That while such tax will remain effective so long as any of the Bonds or the Additional Bonds is outstanding and unpaid, the Board must arrange the installment maturities of the Bonds and the Additional Bonds and make its pledge of the taxes allocated to the Institution so that the Bonds and Additional Bonds will be actually retired out of taxes collected from assessments made during the twelve year period beginning January 1, 1966.

Accordingly, the Board irrevocably pledges to the payment of the principal of and interest on the Bonds the following:

(1) All of the money now in the State Treasury to the credit of the University, realized from the collection of the continuing tax levied by the Constitutional Provision and not required to pay the
principal of and the interest on the outstanding bonds payable therefrom, together with the premium payable thereon, being called for redemption on September 1, 1972;

(2) All of the proceeds from such continuing tax to which it is entitled levied for each of the years 1966 to 1977, both inclusive, and allocated June 1, 1966 by the Comptroller, which tax according to law becomes due on October 1 of each of said years;

(3) In the event that any of the Bonds or any interest thereon remains outstanding and unpaid on the date the last of the Bonds is scheduled to mature, and in the event the Interest and Sinking Fund, created by Section 12 hereof shall then contain insufficient money to pay all of such principal and interest and the expense incidental to the making of such payments, to the extent of such deficiency, the proceeds from such continuing tax to which the University may be entitled under the allocation made by the Comptroller on June 1, 1966 or additional allocations or reallocation arrangements then in effect are pledged and such pledge shall remain effective until the Bonds shall have been paid in full with interest thereon; but when full provision shall have been made for the final payment of the Bonds by depositing money sufficient for the purpose in the Interest and Sinking Fund, the obligation under this sub-section (2) will have been fully satisfied and the pledge will have been released; and

(4) The money pledged to the payment of the Bonds and to defray the expense incident to such payments so long as any of such bonds or interest thereon is outstanding and unpaid. After full provision shall have been made by accumulating in the Interest and Sinking Fund sufficient money to pay all of such Bonds and interest calculated thereon to maturity, the Board reserves the right to use money in excess thereof for such purposes as may be permitted under the Constitutional Provision.

Provided, however, the Board reserves and shall have the right and power to issue pursuant to the Constitutional Provision additional parity bonds in one or more series, (herein defined as "Additional Bonds") which Additional Bonds, when issued, shall be secured by and payable from the Ten (10%) Cent tax levied by the Constitutional Provision for the twelve year period beginning January 1, 1966, and allocated to the University, in the same manner and to the same extent as the Bonds, and the Additional Bonds permitted by this Section 12, when issued, shall be in all respects of equal dignity and on a parity with the Bonds whether payable in whole or in part from the allocation made by the Comptroller on June 1, 1966, or to be made by the Comptroller on June 1, 1972. Provided, further, that Additional Bonds will not be issued in an aggregate principal amount that will cause the total amount required for the payment of the principal of and interest on the Bonds and the Additional Bonds in any year to be more than 85%
of the amount of such taxes allocated to the University and officially estimated by the Comptroller of Public Accounts to be collected in such year for the credit of the Interest and Sinking Fund.

13. Interest and Sinking Fund. That (a) the Treasurer of the State of Texas pursuant to the provisions of the resolution authorizing the Series 1966 Bonds established in the State Treasury a fund known as State Senior Colleges Constitutional Tax Bonds Interest and Sinking Fund (herein defined and referred to as the "Interest and Sinking Fund");

(b) As received into the State Treasury the said allocated money of the University shall be credited to the Interest and Sinking Fund in the manner and to be held in accordance with the pledge contained in Section 12 hereof.

14. Procedure for Remitting to Banks of Payment. That

(a) In accordance with the requirements of the Constitutional Provision that "The State Comptroller of Public Accounts shall draw all necessary and proper warrants upon the State Treasury, in order to carry out the purpose of this amendment," to the end that money will be available at the Banks of Payment in ample time to pay the principal of and interest on the Bonds, as such principal and interest, respectively, matures and comes due, the Comptroller of Public Accounts of the State of Texas, on or before February 15, 1973, and on or before August 15 and February 15 of each year while any of the Bonds is outstanding and unpaid, shall draw a warrant against the Interest and Sinking Fund in the amount of the interest or interest and principal (when both are scheduled to mature) which will become due on the September 1 or March 1 next following. The amount of each such warrant shall be increased by the amount of the charges of the Banks of Payment for making payment of the Bonds or coupons or both Bonds and coupons scheduled to mature in each such instance. Within the discretion of the Comptroller of Public Accounts he may draw a separate warrant for the payment of such charges.

(b) Each such warrant shall be made payable to the order of the Principal Bank of Payment specified in Section 5 above, and the Comptroller of Public Accounts shall deliver such warrant to the payee Bank;

(c) The Principal Bank of Payment shall, out of moneys remitted to it under the provisions of this Section 14, and not otherwise, make available at the other Bank of Payment specified in Section 5 hereof, funds sufficient to pay such of the Bonds, and such of the coupons as are presented for payment at such bank and the Principal Bank of Payment. The Principal Bank of Payment agrees and is obligated to perform such service.
15. Enforcement of Rights of Bondholders. That all rights available to the holders of the Bonds under the Constitution and laws of the State, by suit for mandamus or otherwise, to compel the performance of their official duties by the Board, its officers, the officers of counties, or the officers of the State to the end that the principal of and interest on the Bonds may be timely paid, are hereby recognized and reserved to and for the holders of the Bonds and of the appurtenant coupons.

16. Arbitrage Provisions. That the Board covenants that the proceeds from the sale of the Bonds will be used as soon as practicable for the purpose for which the Bonds are issued and will not be used to acquire, or to replace funds which were used directly or indirectly to acquire, securities (within the meaning of Section 165(g)(2)(A) or (B) of the Internal Revenue Code of 1954, as amended, (the "Code"), or obligations (other than obligations described in sub-section (a)(1) of Section 103 of the Code), which produce a yield which is "materially higher" (within the meaning of sub-section (d) (2)(A) of Section 103 of the Code) than the yield on the Bonds except for a temporary period pending such use, to the extent permitted by Section 103(d)(4)(A) of the Code. The Board further covenants that such proceeds will not be used directly or indirectly so as to cause all or any part of the Bonds to be or become "arbitrage bonds" within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended.

17. Confirmation of Sale of Bonds. That the sale of the Bonds to First National Bank of Fort Worth, Texas, at a price of par and accrued interest to date of delivery, plus a premium of $356.12 be and the same is hereby confirmed.

18. Custody and Delivery of Bonds. That the Presiding Officer is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

19. That the proceeds of the sale, exclusive of accrued interest (and premium if any), of Bonds Numbers 1 to 343, inclusive, aggregating $1,715,000, shall be deposited with the State Treasurer to be remitted to the Republic National Bank of Dallas for the payment of the principal of a like amount of the outstanding bonds being called for redemption on September 1, 1972, all in accordance with Article 717k, V.A.C.S. Such Bonds being refunded being more particularly described as follows, to-wit:
Series 1966 Bonds, dated September 1, 1966
   maturing 9-1-75 - $ 315,000
   maturing 9-1-76 - 350.00

Series 1967-A Bonds, dated September 1, 1967
   maturing 9-1-76 - $ 85,000
   maturing 9-1-77 - 360,000

Series 1968 Bonds, dated September 1, 1968
   maturing 9-1-77 - $ 105,000
   maturing 9-1-78 - 500,000

20. That the Comptroller of Public Accounts is hereby instructed to remit to the State Treasurer to be remitted to the Republic National Bank of Dallas sufficient monies held in the Interest and Sinking Fund which together with the proceeds of Bonds Numbers 1 to 343, inclusive, shall be sufficient to pay the principal of, the premium due thereon, and interest accrued to date of redemption on September 1, 1972, and the principal of and the interest accrued to September 1, 1972 on all of the outstanding bonds maturing on such date, all in accordance with Article 717k, V.A.C.S.

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72-79
Upon motion of Regent Maness, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the Resolution calling the outstanding Constitutional Tax Bonds for redemption be approved, as follows:

CERTIFICATE FOR
RESOLUTION CALLING BONDS FOR REDEMPTION

THE STATE OF TEXAS :
COUNTY OF NACOGDOCHES :
STEPHEN F. AUSTIN STATE UNIVERSITY :

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

1. That the Board of Regents of said University convened in REGULAR MEETING ON THE 15TH DAY OF APRIL, 1972, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Regents, to-wit:

R. E. McGee, Chairman  Douglas Bergman
Joe Bob Golden, Vice Chairman  Roy Maness
James I. Perkins  Sam Tanner
Lera Thomas  Walter C. Todd
Robert C. Gray  Charles 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 CALLING BONDS FOR REDEMPTION

was duly introduced for the consideration of said Board of Regents and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote, to-wit:

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

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution passed 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 of Regents minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board of Regents minutes of said meeting pertaining to the passage 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 of Regents as indicated therein; that each of the officers and members of said Board of Regents 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 passage at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public as required by law and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

3. That the Chairman of the Board of Regents has approved, and hereby approves, the aforesaid Resolution; that the Chairman and Secretary of said Board of Regents have duly signed said Resolution; and that the Chairman and Secretary of said Board of Regents hereby declare that their signing of this Certificate shall constitute their signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this the 15 day of April, 1972.

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

/s/ R. E. McGee
Chairman, Board of Regents,
Stephen F. Austin State University.
RESOLUTION CALLING BONDS FOR REDEMPTION

THE STATE OF TEXAS :
COUNTY OF NACOGDOCHES :
STEPHEN F. AUSTIN STATE UNIVERSITY :

WHEREAS, the following bonds of Stephen F. Austin State University are presently outstanding, and will mature on September 1, 1973, and thereafter:

(a) Colleges of the State of Texas Constitutional Tax Bonds, Series 1966 - State Senior Colleges - dated September 1, 1966 - Bonds Numbers 238 through 520, in the denomination of $5,000 each, bearing interest at the rate of 4% per annum;

(b) Colleges of the State of Texas Constitutional Tax Bonds, Series 1967-A - State Senior Colleges - dated September 1, 1967, as follows:

maturities 1976 - Bonds Numbers 56 through 72;
maturities 1977 - Bonds Numbers 326 through 397;
in the denomination of $5,000 each, bearing interest at the rate of 4% per annum;

(c) Colleges of the State of Texas Constitutional Tax Bonds, Series 1968 - State Senior Colleges - dated September 1, 1968, as follows:

maturities 1973 - Bonds Numbers 107 through 110;
maturities 1974 - Bonds Numbers 133 through 137;
maturities 1975 - Bonds Numbers 161 through 165;
maturities 1977 - Bonds Numbers 247 through 267;
maturities 1978 - Bonds Numbers 569 through 668;
in the denomination of $5,000 each, bearing interest at the following rates, to-wit:
maturities 1973 through 1976 - 4% per annum
maturities 1977, - 3.90% per annum;
maturities 1978, - 3.80% per annum;

hereinafter called the "Outstanding Bonds"; and

WHEREAS, the Outstanding Bonds maturing on September 1, 1973, and thereafter, are subject to redemption on September 1, 1972, upon payment of par and accrued interest to the date of redemption, plus a
premium of 2% of the principal amount of each bond so called for redemption; and

WHEREAS, it is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Resolution is passed, such emergency or urgent public necessity being that the redemption of said Outstanding Bonds prior to their scheduled maturity is required as soon as possible and without delay; and that said meeting was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

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

1. That the Outstanding Bonds described in the preamble hereof are hereby called for redemption on September 1, 1972, at the Republic National Bank of Dallas, Dallas, Texas, or, at the option of the holder of the Outstanding Bonds, at the First National City Bank, New York, New York, or, at the First National Bank of Chicago, Chicago, Illinois, hereinafter called the "Banks of Payment".

2. That prior to September 1, 1972, funds shall be placed in the Banks of Payment sufficient to pay par or principal amount of said Outstanding Bonds called for redemption and accrued interest to the date of redemption, plus a premium of 2% of the principal amount of the Outstanding Bonds so called for redemption.

3. That an appropriate written Notice of Redemption of said Bonds shall:

   (a) be published in a financial publication printed in the English language in the City of New York, New York, at least once not less than 30 days before the date fixed for such redemption; and

   (b) be mailed to the Banks of Payment not less than 30 days before September 1, 1972.

4. That the Board does hereby authorize and approve, ratify and confirm the redemption of the Outstanding Bonds. These bonds were originally issued by the Board of Regents of the State Senior Colleges on behalf of this University. The Board of Regents of the State Senior Colleges and this Board agree to the calling of the Outstanding Bonds as herein set forth.
Upon motion of Regent Todd, seconded by Regent Tanner, 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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### COURSES ADDED: (Graduate Council)

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<td>Administration and Supervision of Multiphase Driver Ed. Programs</td>
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<td>Psychology 509</td>
<td>Introduction to Clinical Psychology and Assessment</td>
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<td>Introduction to Psychotherapy</td>
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<td>Practicum in Clinical Psychology and Mental Health</td>
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### COURSES TO BE REVISED: (Graduate Council)

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### COURSES TO BE DELETED: (Graduate Council)

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72-81
 Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that permission be granted to petition the Coordinating Board to offer a graduate major in Theatre, a graduate major in Counseling, and a graduate major in Special Education.

Guests at the meeting were Student Congress President, Bill Owens, and Secretary, Kay Kittrell. Mr. Owens was invited to give an informal report of the current mood of the students on campus. His report indicated that the students, in general, were well pleased with the University and the Administration and that these attitudes were reflected by the students.

Special appreciation was given by the Board members to Dr. Steen and Mr. Haas for their work with the University.

Regent McGee extended an invitation for the Board to hold their next regular meeting July 29 in Houston. The invitation was accepted.

There being no further business, the meeting adjourned at twelve o'clock noon.

C. G. Haas
Secretary