

THE UNIVERSITY OF WYOMING
MINUTES OF THE TRUSTEES

January 5, 1940

For the confidential information
of the Board of Trustee

49447 CURTIS 1000 INC., ST. PAUL, HARTFORD

A meeting of the Board of Trustees of the University of Wyoming was called to order by President Bond at 10 o'clock a.m., Friday, January 5, 1940. Those present included Mrs. Harriett T. Grieve, Mr. Victor J. Facinelli, Mr. Ralph S. Linn, Mr. Frank A. Barrett, Mr. Peter Sill, Mr. Milward Simpson, and Dr. A.G. Crane.

Roll call

The minutes of the board meeting held October 27, 1939, were approved as corrected. The minutes of the Executive Committee for September 22, October 28, and November 25 were approved as read.

Minutes read and approved

Upon the motion of Mr. Simpson, Mr. Ralph F. Honess, Research Assistant in Parasitology, was granted a leave of absence without pay beginning January 1, 1940 and ending December 31, 1940. This leave was granted at the request of the Wyoming Game and Fish Commission who wish his services for a study of Rocky Mountain Big Horn Sheep which have been decreasing and are threatened with extinction. This motion was seconded by Mr. Barrett and carried. Mr. Simpson then moved that Dr. Scott and the President be permitted to fill the vacancy caused by the leave of absence of Mr. Honess at no additional cost to the University. Money appropriated for Mr. Honess's salary will cover this position. This motion was seconded by Mr. Sill and carried.

Ralph Honess granted leave without pay

President to fill Honess vacancy

Mr. Barrett then moved that Miss Agnes Gunderson, Assistant Professor of Elementary Education, be granted a sabbatical leave for the spring quarter 1940 at 40% of her salary; and, that Dr. J.R. MacNeel, Director of Correspondence Study and Coordinator of Student Welfare, be granted a sabbatical leave for the period January 15, 1940 to March 15, 1940 at 40% salary. This motion was seconded by Mrs. Grieve and carried.

Agnes Gunderson J.R. MacNeel granted Sabbatical leave

It was then moved by Mr. Sill, seconded by Mr. Facinelli and carried, that Mr. Palmer Steen be appointed to take charge of the student employment program at a salary of \$150.00 per month during the absence of Dr. MacNeel.

Palmer Steen to be in charge of Student Employment

The Trustees then received Aaron Richards, Professor McGaw, Mr. Anderson, and Nels Swenson of the Wyoming Engineering Society, who came in with

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a request for the use of the Wyoming Union for a luncheon and dance January 27th. Upon the motion of Mr. Simpson, seconded by Mr. Facinelli and carried, this request was granted.

Luncheon and dance
in Union for Engin.
Society granted

Treasurer Facinelli moved that the Secretary of the Board or the deputy treasurer of the Board be authorized to borrow money in the name of the Trustees of the University of Wyoming, for credit to any of the various funds of the University, at the First National Bank and the Albany National Bank, both of Laramie, and to sign promissory notes covering such indebtedness. Motion seconded by Mr. Barrett and carried.

Secretary and
Deputy Treasurer
authorized to borrow
money from banks

Upon the motion of Mr. Simpson, seconded by Mr. Facinelli and carried, the Trustees voted to divert library book fines from the Student Aid Fund to the library for the purchase of books for the period January 1, 1940 to June 30, 1940.

Library book fines
to be used for
purchase of books

Architect Dubois and Mr. Ambrose appeared before the board with plans for the women's dormitory. After discussion and examination, Mr. Barrett moved that the plans, with certain minor changes, be approved in their general form. This motion was seconded by Mr. Simpson and carried.

Women's Dormitory
plans approved in
general form

Mr. Simpson then moved that the Executive Committee has authority to approve final plans and specifications, advertise call for bids, and fix a date for the March meeting when bids for the construction of this building will be received. The motion was seconded by Mr. Sill and carried.

Executive Committee
to call for bids
and fix date for
March meeting

Dean Arnold and Dean Schwiering then came in for a discussion of retirement problems. Mr. Simpson moved adoption of the following resolution.

Retirement resolutions

RESOLVED, that the action of the Board of Trustees of September 22, 1939 adopting a retirement system for the University of Wyoming be re-considered and that said retirement system be rejected; and that all plans, proposals, and declarations of policy subsequent thereto to the date of this meeting be likewise rejected.

Plans rejected

This motion was seconded by Mr. Linn and carried.

Mrs. Grieve moved adoption of the following resolution.

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RESOLVED, that the Trustees of the University of Wyoming hereby rescind the action taken at its meeting of October 27, 1939, then accepting the plan and bid of the Northwestern National Life Insurance Company and the Minnesota Mutual Life Insurance Company submitted in connection with a proposed deferred salary retirement system.

Action rescinded

This motion was seconded by Mr. Simpson and carried.

Mr. Linn moved adoption of the following resolution.

RESOLVED, that the Trustees of the University of Wyoming hereby rescind the direction heretofore given at their meeting of October 27, 1939, that a test suit be instituted to determine the powers of the Board to establish a deferred salary retirement system accepted at that meeting, as the plan as then proposed and accepted has been now abandoned and formally rejected.

Test suit

This motion was seconded by Mr. Facinelli and carried.

Mr. Barrett then moved adoption of the following resolution.

RESOLVED, that the Trustees of the University of Wyoming at this time re-consider the proposals of the various companies including the Equitable Life Assurance Society of the United States for insurance and retirement benefits under the condition that the university employee fully carries the cost and no funds of the State of Wyoming or the University of Wyoming are contributed.

University employee
to carry full cost

This motion was seconded by Mr. Simpson and adopted.

Mr. Facinelli then moved adoption of the following resolution.

RESOLVED, that the Trustees cooperate in the establishment of a system for the purchase by employees of the University of insurance protection and retirement benefits. No funds of the University or of the State shall be used in this connection. No present eligible employee shall be permitted to participate in this system unless they elect to do so before March 1, 1940.

System to be
established at no
cost to University

The President and the Secretary of the Board are authorized to make an application to the Northwestern National Life Insurance Company and the Minnesota Mutual Life Insurance Company for a master contract covering such a plan and conforming substantially with the plan recently submitted and now on file with the Board, except that such plan and contract shall in no way involve the use of any funds of the State of Wyoming or of the University of Wyoming, and that the entire cost of such insurance or retirement benefits shall be fully borne by the employees participating in said plan, and that no employee shall be eligible to participate in the purchase

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of retirement benefits under this plan unless he elects to devote at least 6% of his salary, but not exceeding \$216.00 per annum, to the purchase of such retirement benefits.

The President and Secretary are further authorized to proceed with the installation of said plan, effective January 1, 1940, and to sign and execute any and all contracts or other papers which may be necessary to fully and completely establish said system.

This motion was seconded by Mr. Simpson and carried.

Mr. Simpson then moved that the Trustees extend an expression of appreciation and gratitude to the Committee composed of President Crane, Dean Schwiering, Dean Arnold, and Mr. Smith for their work and effort on these retirement problems, and request a continuance of the committee to assist in installing the system. This motion was seconded by Mr. Facinelli and carried.

Committee given thanks

Dean Arnold then joined the meeting for a discussion of fraternity park business. Mr. Simpson moved adoption of the following summary of University policy relating to Fraternity Park.

University Policy
relating to
Fraternity Park

I. LOCATION, DESCRIPTION AND CHARACTER OF FRATERNITY PARK.

Fraternity Park consists of that tract of land as shown upon the plat and plan of the development marked "Fraternity Park Development, University of Wyoming" adopted September 22, 1939 and on file in the office of the Secretary of the Board of Trustees, University of Wyoming.

The use of all land embraced in said plat and the construction of buildings and improvements thereon shall conform substantially to the provisions of the warranty deed from the Trustees to the Alumni Association of Delta Gamma of Kappa Sigma a copy of which is attached hereto. Warranty Deeds to lots in Fraternity Park issued in the future to any other fraternities shall contain substantially the same provisions as contained in this deed.

II. PURCHASE PRICE OF LOTS IN FRATERNITY PARK.

The price of lots in Fraternity Park, sold on or before January 1, 1940, is \$2,400.00 as set by the action of the Board of October 27, 1939. This price is subject to the following conditions:

1. The payment of at least \$300.00 prior to January 1, 1940.
2. The payment of installments of \$300.00 on or before the first day of January of each and every following year until the total sum of \$2,400.00 is paid.

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3. The start of actual construction by April 1, 1943.

In case of fraternities which have paid \$300.00 or more prior to October 27, 1939, such sums shall be treated as successive annual payments of \$300.00 each upon the purchase price of a lot until the sum paid in prior to October 27, 1939 is all so applied. The balance on the purchase price, if any, shall be paid in annual installments of \$300.00 each. Such additional installments shall be paid on or before the first day of January of each following year.

the

In case of fraternities which have paid prior to October 27, 1939, more than \$2,400.00 towards the purchase of a lot in Fraternity Park, the Trustees will distribute equitably between such fraternities twenty-five percent of all payments which are or have been received subsequent to October 27, 1939, until the amount paid for such lot shall be reduced to \$2,400. Adjustment will be made with Pi Beta Phi on a square foot basis, allowing for the fact that the new plat adopted at the meeting of October 27, 1939, provides for 130 foot frontage for all lots while Pi Beta Phi has only 115 foot frontage.

No provision has been made by the Board for the purchase of lots under contracts made subsequent to January 1, 1940. Applications for such purchase will be considered when made.

III. SELECTION OF LOTS.

No fraternity shall be entitled to any interest in any particular lot in Fraternity Park until it is able to demonstrate to the satisfaction of the Trustees its ability to build an approved house within the time limit determined by the Trustees, from time to time, as necessary to protect the orderly and harmonious development of Fraternity Park. Fraternities shall, however, be entitled to the choice of any remaining lot in Fraternity Park upon demonstration of their ability to build an approved house within such time limit, providing that construction of a house upon the particular lot selected shall not conflict with the orderly and harmonious development of the whole area.

In case two or more fraternities demonstrate equal ability to construct a house within the time limit as set by the Trustees, first choice of lots shall go to that fraternity which has made the largest financial contribution to the development of Fraternity Park. The amount of such contribution shall be determined by multiplying the amounts of payments made by each fraternity by the number of months during which these payments have been available for use in the development of Fraternity Park.

In case a tie results between fraternities after the application of the foregoing principles, first choice of lots shall go to that fraternity which first received a charter from its national organization.

IV. OBLIGATIONS OF THE TRUSTEES TOWARDS PURCHASERS OF LOTS.

The Trustees agree with purchasers of lots in Fraternity Park as follows:

1. The vendor agrees to install without expense to the vendee service connections for heat, light, water and sewer to the boundary line of the lot concerned in sufficient time so that said service connections shall be

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complete and available for use by the vendee upon completion of a fraternity house built on said lot. The vendor further agrees that it will build, without expense to the Fraternity, sidewalks on the front of said lot and that it will connect such sidewalks with other walks leading to the east side of 15th Avenue, and that such sidewalk shall be completed by the time a fraternity house is built upon said lot and ready for occupancy.

2. The vendor further agrees that it will landscape and improve the undeeded land in Fraternity Park, grade and oil streets as shown in said plat, and build curbs and gutters along said streets as fast as funds become available for such purpose through payments of the purchase price for lots in Fraternity Park.

3. The University further agrees that it will furnish, at cost, through the service connections, so installed, heat and light service for use in the houses built in Fraternity Park.

4. To execute and deliver a warranty deed in fee simple to the lot selected, in accordance with the provisions of paragraph III hereof, to each fraternity upon demonstration, to the satisfaction of the Trustees, of its ability to construct and approved house on said lot within the time limit necessary to protect the orderly and harmonious development of Fraternity Park. Said Warranty deed will conform substantially with the provisions of the warranty deed to the Kappa Sigma fraternity already mentioned and a copy of which is attached hereto.

5. To furnish and deliver to each purchaser, within ten days after demand therefor, a proper certified Abstract of Title to said premises.

V. OBLIGATIONS OF THE TRUSTEES TOWARDS FINANCING THE CONSTRUCTION OF FRATERNITY HOUSES ON LOTS IN FRATERNITY PARK.

By action of the Board of September 22, 1939 the President was authorized to write the following letter:

September 13, 1949

Mr. Hamilton W. Baker
Worthy Grand Master
Kappa Sigma Fraternity
Boston, Massachusetts

My dear Mr. Baker:

I am glad to reply to your request for a statement of the University's policy with reference to Fraternity Park.

The University is ready and able to convey to fraternities a good fee simple title to lots in Fraternity Park. Fraternity Park, is, however, an important and perhaps essential part of the general program for the housing and boarding of students attending the University, and for this reason, the deed in fee simple to these lots will carry equitable restrictions, confining the use of the property to groups a majority of which are students or faculty connected with the University.

Because of the importance of Fraternity Park in the general student housing and because of the restrictions which are placed on the use of the property, the Administration will take every reasonable means to insure the

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successful operation of any houses that are built in the Park. Thus, for example, if a group should default in its payments of interest or principal, it would be to the interest of the University to take any action necessary to enable the group to meet its obligations, and if that were not possible, the University could and would take over the operation of the house involved as a part of the dormitory system of the University, and in that way make the creditors secure in applying the net income from the property to the payment of the obligations against it.

Sincerely yours,

A. G. Crane
President

This motion was seconded by Mr. Barrett and carried.

Mr. Facinelli then moved adoption of the following resolution.

BE IT RESOLVED, that the President and the Secretary of the Board are hereby empowered to execute and deliver our Warranty Deed to Lot 27 in Fraternity Park to Delta Gamma chapter of Kappa Sigma, and that a copy of this deed and agreement are made a part of this resolution.

Warranty deed and
agreement for
Kappa Sigma

This motion was seconded by Mr. Simpson and carried.

WARRANTY DEED

THIS INDENTURE, Made this 6th day of January, in the year of our Lord, One Thousand Nine Hundred and Forty, between the Trustees of the University of Wyoming, a body corporate, created by the Constitution and Laws of the State of Wyoming, party of the first part, and Alumni Association of Delta Gamma of Kappa Sigma, a corporation, organized under and by virtue of the Laws of the State of Wyoming, party of the second part:

Warranty Deed

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by those presents, does grant, bargain, sell, convey and confirm unto the aforesaid party of the second part, subject to the condition, right of defeasance and covenant hereinafter specified, all the following described lot or parcel of land:

Lot number twenty-seven (27), as it appears upon the plat and plan of development marked "Fraternity Park Development, University of Wyoming," being a portion of the southwest quarter (SW $\frac{1}{4}$) of Section thirty-four (34) in Township Sixteen (16) North of Range Seventy-three (73), West of the Sixth Principal Meridian, on file in the office of the Secretary of the Board of Trustees of the University of Wyoming, a photographic copy of which is attached hereto and expressly made a part of this deed, containing four thousand six hundred and seventy five ten thousandths (.4675) acres, more or less, together with such easement of right of way as appears on said plat, not exceeding eighty feet (80')

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in width, to and from the premises hereby conveyed from or to that street, avenue or highway abutting said lot on the west, commonly known as Fifteenth Avenue or Street, along the walk and drive-way owned by the University of Wyoming, lying immediately adjacent to the south of the premises hereby conveyed, as shall be reasonably necessary and consistent with the condition and the covenant hereinafter specified; together with all buildings and improvements situate on said lot numbered twenty-seven (27), or appurtenant thereto.

PROVIDED, Always, however, and this conveyance is made and accepted upon the express condition, limitation and restriction that if said party of the second part, or its successors or assigns, shall at any time use or occupy said premises hereby conveyed for any other purpose whatsoever other than the furnishing of housing, boarding or other accommodation to fraternities, associations or clubs not organized for profit which are subject to the government of the Board of Trustees of the University of Wyoming, or other governing Agency of said University, and a majority of whose members are students at the said University of Wyoming, graduates of said University, or members of the faculty of said University or members of the family of said faculty members, then, and in that case, the right and title conveyed shall be forfeited and the said party of the first part, its successors or assigns, shall, at any time within one year following the date of the breach of said condition, have the right to enter and take possession of said property as in its first and former estate, upon payment by the party of the first part, its successors or assigns, of the amount of Twenty-four hundred dollars (\$2,400.00), and also the then value of all improvements placed on said premises by the party of the second part, its successors or assigns, according to the appraisal of three skilled and disinterested appraisers, one to be selected by each party and the other by the two so selected, the appraisal of a majority of such appraisers to be binding on both parties in the absence of fraud. In case either party shall fail to appoint an appraiser, as hereinabove provided, any judge of a court of record of the State of Wyoming shall have the power, upon request of the other party, and after due notice to the non-appointing party, to appoint such appraiser; and, in case either of the two appraisers so appointed shall refuse or fail to proceed with the appraisal of the property within five (5) days after their notification of their appointment any such Judge shall have the power, upon request of either party, to appoint an appraiser, or appraisers, to take the place of the appraiser or appraisers refusing or failing to proceed, and the report of the appraisers so appointed shall be accepted in lieu of, and shall have the same force and effect as, the appraisal of the "three skilled and disinterested appraisers."

For and in further consideration of the foregoing, the said party of the first part does hereby covenant and agree that, for a period of not less than ten years from date of this deed, it will set aside and hold the western most eight (8) lots or parcels of land as they appear in the plat and plan of development hereinbefore identified for the exclusive use of and sale to fraternities, associations or clubs, not organized for profit, which are subject to the government of the Board of Trustees of the University of Wyoming and a majority of whose members are students at said University of Wyoming, graduates from said University, or members of the faculty of said University, or members of the family of said faculty members. Said covenant is to remain in force and effect for the said period of ten years from the date of this deed, and no longer.

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And the said party of the first part further covenants and agrees that it will set aside and hold the center area lying between the north four and the south four of said eight lots, as it appears on said plat, as a park and recreation area and that it will not erect or construct nor permit to be erected or constructed, any buildings on said center area unless consent and approval to the construction and erection of the same has been given by a majority of the then owners of said eight lots; provided further, that if a majority of said lots have not been sold to fraternities, associations or clubs within said period of ten years, then this covenant shall be void and of no further force or effect.

Party of the first part does further covenant that it will restrict the selection and sale of lots and its own use of the property so as to promote orderly and harmonious development of said Fraternity Park.

And the said party of the second part, for itself, its successors and assigns, does hereby covenant and agree with the said party of the first part, as follows:

First, that neither the party of the second part, its successors or assigns will use or occupy the said premises for any other purposes than the purposes herein above described in the condition and limitation, subject to which this deed is made.

Second, that neither the said party of the second part, its successors or assigns will erect or permit, upon any part of said premises, any building except one residence building.

Third, that neither the said party of the second part, its successors or assigns will erect or permit any building upon any part of said premises, which shall encroach within thirty (30) feet of the south line of said premises, or the exterior walls of which are of frame or stucco on frame construction, or the exterior walls of which are not constructed of fire-proof material, such as stone, brick, tile, stucco, on brick or clay tile, or the roofing materials of which are not constructed of fire-resistive materials, such as clay, tile, rigid asbestos, slate, metal or concrete.

Fourth, neither the party of the second part, its successors or assigns will construct any building on any part of said premises, the plans, specifications and location of which has not been approved by the Trustees of the University of Wyoming or the Executive Committee of said Trustees, or other governing body of said University.

The above covenants in each and every particular shall run with the land and be construed as real covenants running with the land for the benefit of both the parties hereto, their successors and assigns. Any or all of the above mentioned restrictions and conditions, except only the easement of right of way, expressly herein granted to the said party of the second part, may be changed, modified or abolished by a mutual agreement in writing, recorded in the office of the County Clerk of the County of Albany, State of Wyoming, and executed by the Trustees of the University of Wyoming, together with the then owners of a majority of the lots in the "Fraternity Park Development," as aforesaid.

The said party of the first part covenants and agrees that the restrictions and conditions herein above set forth shall be embodied in each conveyance to the purchaser of said lots in the said "Fraternity Park Development".

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TO HAVE AND TO HOLD the same, together with all and singular the appurtenances, the privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, except as herein reserved under the condition, right of defeasance and covenants hereinabove specified, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for its successors and assigns, does covenant and agree, to and with the said party of the second part, its successors and assigns, that at the ensealing and delivery of these presents it is well seized of the said granted premises, in and of a good and indefeasible estate in fee simple.

And that it has good and lawful right to sell and convey the same, and that it will warrant and defend the same against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the Trustees of the University of Wyoming, the said party of the first part, has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal hereunto affixed, by authority of a resolution of said Trustees, the day and year first above written.

THE TRUSTEES OF THE

Signed, Sealed and Delivered
in the presence of

UNIVERSITY OF WYOMING

Ida J. Moen

By Wallace C. Bond
Wallace C. Bond, President

Marie Mathew

Attest: Fay E. Smith
Fay E. Smith, Secretary

THE STATE OF WYOMING)
) SS.
COUNTY OF ALBANY)

On this 6th day of January, 1940, before me appeared Wallace C. Bond, to me personally known, who being by me duly sworn did say that he is the President of the Trustees of the University of Wyoming; that the seal affixed to the foregoing instrument is the corporate seal of said Trustees of the University of Wyoming and that said instrument was signed and sealed in behalf of said Trustees of the University of Wyoming pursuant to a resolution of even date herewith and said Wallace C. Bond acknowledged said instrument to be the free act and deed of said Trustees of the University of Wyoming.

(Seal)

L. G. Meeboer
Notary Public

My commission expires

August 12, 1941

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AGREEMENTAgreement
Kappa Sigma

THIS AGREEMENT made and entered into this 6th day of January, A.D., 1940, by and between the TRUSTEES OF THE UNIVERSITY OF WYOMING, hereinafter called the "vendor," and the ALUMNI ASSOCIATION OF KAPPA SIGMA, hereinafter called the "vendee."

WITNESSETH:

1. For and in consideration of a deed of even date herewith by which the vendor has conveyed to the vendee that tract of land known as lot #27 in Fraternity Park, the vendee agrees as follows:

a. To pay the sum of Two Thousand Four Hundred Dollars (\$2,400.00), of which \$500.00 has heretofore been paid, receipt of which is hereby acknowledged by the vendor, and the balance to be paid in annual installments of not less than Three Hundred Dollars (\$300.00) per year, commencing with the first day of January, A.D., 1941, and Three Hundred Dollars (\$300.00) annually thereafter on or before the first day of January of each and every year until the total sum of Two Thousand Four Hundred (\$2,400.00) has been paid, together with six per cent (6%) per annum upon any and all installments from and after the date when said installments became due and payable, until paid.

b. To secure the payment of sums named in paragraph #1 hereof, the Fraternity further agrees that it will levy a fee of \$1.00 per month on each active member of its organization and that the proceeds of said fee so collected shall be paid to the Treasurer of the Trustees and held by him as security for the payment of said installments. The Fraternity further agrees that upon default of the payment of any installment due, the Trustees are authorized to levy upon and collect a fee from each active member of said fraternity of \$1.00 per month in the same manner as other fees assessed by the University upon students are collected. Sums so collected by the Trustees shall be applied toward the payments of said installments as they become due.

2. The vendor in consideration of the aforementioned promises and agreements of the vendee, hereby agrees as follows, to-wit:

a. To furnish and deliver to the vendee within ten (10) days from the date hereof, a proper certified Abstract of Title to said premises.

b. The vendor agrees to install without expense to the vendee service connections for heat, light, water and sewer to the boundary line of said lot #27 in sufficient time so that said service connections shall be complete and available for use by the vendee upon completion of a fraternity house built on said lot. The vendor further agrees that it will build, without expense to the Fraternity, sidewalks on the south of said lot and that it will connect such sidewalk with other walks leading to the east side of 15th Avenue, and that such sidewalk shall be completed by the time a fraternity house is built upon said lot and ready for occupancy.

c. The vendor further agrees that it will landscape and improve the undeeded land in Fraternity Park, grade and oil streets as shown in said plat, and build curbs and gutters along said streets, as fast as funds become available for such purpose through payments of the purchase price for lots in Fraternity Park.

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d. The University further agrees that it will furnish, at cost, through the service connections, so installed, heat and light service for use in the houses built in Fraternity Park.

Signed, Sealed and Delivered
in the presence of

Edward Amschel

Richard Hosler

DELTA GAMMA CHAPTER OF
KAPPA SIGMA

By George Johnston
Grand Master

Dwight Fisher
Scribe

Signed, Sealed and Delivered
in the presence of

C.T. Eberhart

Helen Davidson

ALUMNI ASSOCIATION OF
KAPPA SIGMA

By William R. Eberhart
President

Leonard Helzer
Secretary

Signed, Sealed and Delivered
in the presence of

Ida J. Moen

Marie Mathew

THE TRUSTEES OF THE
UNIVERSITY OF WYOMING

By Wallace C. Bond
President

Fay E. Smith
Secretary

Mr. Simpson then moved that, as the Kellogg Co. of Chicago had failed to sign contract and go ahead with repairs to the power plant chimney, the bid of the Weber Chimney Co. for \$1,595.00 be accepted and the contract issued. This motion was seconded by Mrs. Grieve and carried.

Weber Co. bid for
power plant as-
cepted

Upon the motion of Mr. Sill, the fee for summer school students was fixed for each 5½ week term at \$20.00 for residents of Wyoming, \$24.00 for non-residents of Wyoming. This motion was seconded by Mr. Facinelli and carried.

Summer School Fees
Residents — \$20.00
Non-residents — \$24.00

Mr. Facinelli moved that the following appropriations be made:

Registrar's Contingent	110.00
Maintenance of skating rink	100.00
Student labor--winter term	2,000.00
WPA materials	250.00
Water pipe for the department of buildings and grounds	275.00

Appropriations

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University Visitors	250.00
Purchase of Wyo's	200.00
Emergency Teaching	1,500.00

This motion was seconded by Mr. Simpson and carried.

The stock farm is authorized to spend up to \$2,000.00 as the money may accrue from excess sales above the original estimated income of \$9,000.00.

Stock farm may spend up to \$2,000 of excess sales

This motion was made by Mr. Facinelli, seconded and carried.

It was agreed that the balance of Dean Maxwell's salary and amounts held as 10% contingent reserves should revert to the university unappropriated account with the exception of:

Contingent reserves revert to university unappropriated account with exceptions

Board of Trustees	100.00
President's Office	130.00
Secretary's Office	100.00
Registrar's Office-Printing	100.00
Registrar's Office-Contingent	80.00
Animal Production Contingent	916.00

It was also agreed that the new budget should be presented at the March meeting of the Board under the following instructions:

- A. Reserve 1/10 of contingent items.
- B. No salary increases.
- C. Unappropriated balance of \$30,000.00.
- D. Include funds for assistance in the President's offices.
- E. Include money for furnishings in the board rooms and the President's offices.

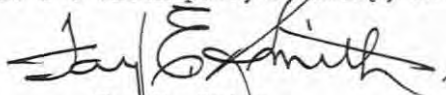
New budget for March meeting to be prepared

The Secretary and the Treasurer were instructed to get such expert advice as may be needed and submit monthly financial statements to the Trustees.

Monthly financial statements to be submitted to Trustees

The Trustees adjourned sine die at 6 o'clock p.m., Saturday, January 6th.

Adjournment



Fay E. Smith
Secretary