

OFFICIAL MINUTES  
UNIVERSITY OF SOUTHERN INDIANA  
BOARD OF TRUSTEES

May 12, 1989



MINUTES

UNIVERSITY OF SOUTHERN INDIANA  
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The University of Southern Indiana Board of Trustees met Friday, May 12, 1989, in the University Center. Present were Trustees Robert M. Boyer, William E. Brooks, Jr., Percy Clark, Jr., Robert J. Fair, J. Patrick Leahy, Joseph E. O'Daniel, John J. Pruis, Carole D. Rust, and George B. Weathersby. Also attending were President David L. Rice; Vice Presidents Donald Bennett, Robert Reid, Sherrienne Standley, and Byron Wright; Faculty Senate Chairperson Larry Goss; and Student Government Association President Paula Byassee.

There being a quorum present, Mr. Fair called the meeting to order at 4:00 p.m.

SECTION I - GENERAL AND ACADEMIC MATTERS

A. APPROVAL OF MINUTES OF MARCH 2, 1989, MEETING

On a motion by Dr. Pruis, seconded by Dr. Weathersby, the minutes of the March 2, 1989, meeting were approved.

B. ESTABLISHMENT OF NEXT MEETING DATE, TIME, LOCATION

The next regular meeting of the Board of Trustees was set for Saturday, July 1, 1989, in New Harmony, Indiana.

C. PRESIDENT'S REPORT

Dr. Rice reported that the University will confer degrees on over 600 students at Commencement Exercises the next day. Also, honorary degrees will be conferred on three outstanding individuals--Carolyn Sue Georgette, Lee H. Hamilton, and Daniel Mead Johnson.

Dr. Rice reported that the University recently received information from the University of Osnabruck (Evansville's twin city in Germany) concerning an exchange program for faculty and students. He added that he was pleased for this opportunity to maintain a beneficial relationship between the two universities.

Dr. Rice introduced newly elected Student Government Association president Paula Byassee. Paula is a senior English major.

President Rice announced that the number of applicants for admissions is greater than last year at this same time. He added that this increase reflects a trend that is taking place across the nation.

D. REPORT OF FINANCE COMMITTEE MEETING

On a motion by Mr. Boyer, seconded by Dr. Clark, the Finance Committee recommended its approval to the Board of all items discussed in the preceding committee meeting, except the item concerning changes in the retirement program. The items discussed and approved include: student fee increases, preliminary budget figures, telecommunications system funding, request for general repair and rehabilitation funds, life insurance rate change, and long-term disability rate change.

Mr. Brooks offered an amendment to delay action also on the telecommunications system funding until a more detailed analysis could be presented to the Board at its next regular meeting. Mr. Boyer accepted the amended motion, and it was seconded by Mrs. Rust.

E. APPROVAL OF REVISED EASEMENT FOR SECONDARY ELECTRICAL SERVICE LINE

At its November 3, 1988 meeting, the Board approved an easement to Southern Indiana Gas and Electric Company for the installation of the secondary electrical service line. Since approval, it has been necessary to change the path of the line. The revised easement in Exhibit I-A reflects the correct route of the line.

On a motion by Dr. Weathersby, seconded by Mr. Brooks, the revised easement in Exhibit I-A, was approved. This revised easement replaces the easement previously approved by the Board at its November 3, 1988, meeting.

F. APPROVAL OF REQUEST TO CONVEY REAL ESTATE

The Indiana Department of Highways plans to make improvements on Indiana 62 at the campus intersection. This will necessitate the conveyance of USI property to the Department of Highways for right of way.

On a motion by Mrs. Rust, seconded by Dr. Pruis, it was approved to convey the real estate as described in the Warranty Deed in Exhibit I-B, and to authorize the Chairman of the Board to act as Grantor, and with the Secretary of the Board, to execute all necessary documents.

G. OTHER BUSINESS

Mr. Fair appointed a nominating committee, consisting of Dr. Weathersby, Dr. Pruis, and Dr. Clark, as chairman, to prepare a slate of officers of the Board of Trustees for 1989-90. The election of officers will take place at the annual meeting in July.

SECTION II - FINANCIAL MATTERS

## A. APPROVAL OF BUDGET APPROPRIATIONS, ADJUSTMENTS, AND TRANSFERS

On a motion by Dr. Weathersby, seconded by Mr. Brooks, the following Budget Appropriations, Adjustments and Transfers were approved.

From:	Unappropriated Athletic Funds	
To:	3-30602 Athletics - Baseball Supplies & Expenses	\$2,580
To:	3-30605 Athletics - Women's Basketball Supplies & Expenses	300
To:	3-30606 Athletics - Men's Basketball Supplies & Expenses	1,000
To:	3-30610 Athletics - Soccer Supplies & Expenses	1,900
To:	3-30611 Athletics - Volleyball Supplies & Expenses	116

## B. ACCEPTANCE OF BIDS FOR TELECOMMUNICATIONS SYSTEM

Bids were received on April 28, 1989, for a new telecommunications system. A recommendation for acceptance of the best bid will be included in the July 1 agenda.

## C. APPROVAL OF REQUEST FOR TELECOMMUNICATIONS SYSTEM FUNDING

Funding for the telecommunications system was discussed at the preceding Finance Committee meeting. A motion was made to defer action on the funding until a more detailed analysis could be presented to the Board.

A resolution requesting approval from the Indiana Commission for Higher Education and State Budget Committee for funding of the telecommunications system will be included in the July 1 agenda.

## D. APPROVAL OF REQUEST FOR GENERAL REPAIR AND REHABILITATION FUNDS

At the July 7, 1988, meeting of the Board of Trustees, approval was given for a new campus-wide, fire-alarm system. The exact cost of this system now has been determined.

This request asks authorization for President Rice to seek approval from the Indiana Commission for Higher Education, the State Budget Agency, the State Budget Committee, and the Governor of the State of Indiana for the fire-alarm system at a total cost of \$76,738.

On a motion by Dr. Pruis, seconded by Dr. Weathersby, this request for general repair and rehabilitation funds was approved.

E. APPROVAL OF REVISION OF RETIREMENT PLANS

Revision of the retirement plans was discussed at the preceding Finance Committee meeting. A motion was made to defer action until more detailed information could be presented to the Board. A request for the revision of the retirement plans will be included in the July 1 agenda.

F. APPROVAL OF LIFE INSURANCE RATES FOR 1989-90

The University adopted a revised group life insurance program effective February 1, 1988. There are 140 employees currently enrolled in the revised program and 233 employees and retirees remain in the original plan. Employees hired since February 1, 1988, are required to enroll in the revised program.

The following premium rates from Manufacturers Life Insurance Company have been quoted for a twenty-four month guarantee period effective July 1, 1989.

Present and proposed monthly premium rates per \$1000 coverage are:

	<u>Present</u> <u>1987-89</u>	<u>Proposed</u> <u>1989-91</u>
Life Insurance	\$ .24	\$ .27
Accidental Death and Dismemberment	.03	.03
	\$ .27	.30

Proposed division of premiums:

1. Original Program

	University		Employee	
	<u>1987-89</u>	<u>1989-91</u>	<u>1987-89</u>	<u>1989-91</u>
First \$18,000 coverage	\$ .27	\$ .30	-0-	-0-
More than \$18,000 coverage	.02	.03	.25	.27

2. Revised Program

	University		Employee	
	<u>1987-89</u>	<u>1989-91</u>	<u>1987-89</u>	<u>1989-91</u>
	\$ .27	\$ .30	-0-	-0-

On a motion by Mr. Boyer, seconded by Dr. Weathersby, the renewal of the master policy with Manufacturers Life Insurance Company with the above proposed rates and division of premiums effective July 1, 1989, was approved.

## G. APPROVAL OF DISABILITY INSURANCE RATES FOR 1989-90

The contract for the University's Long-Term Disability Insurance program with Teachers Insurance and Annuity Association of America (TIAA) is to be renewed as of July 1, 1989. The TIAA disability coverage provides income benefits and retirement contributions in the event of a long-term disability. The University pays the total premium cost for eligible employees.

The following TIAA Long-Term Disability monthly premium rates have been quoted for a twelve-month period beginning July 1, 1989. The new rates reflect the combined effect of a change in TIAA's 1989 rate structure and the distribution of benefits for the University group since the plan was last reviewed.

	Present <u>1988-89</u>	Proposed <u>1989-90</u>
Income Premium	6.28	7.40
Annuity Premium	<u>2.13</u>	<u>2.46</u>
	8.41	9.86

On a motion by Dr. Weathersby, seconded by Mr. O'Daniel, the TIAA Long-Term Disability Insurance rates effective July 1, 1989, were approved.

## H. APPROVAL OF RESOLUTION FOR TELECOMMUNICATIONS SYSTEM

A motion was made to defer action on the telecommunications system until a more detailed analysis could be presented to the Board.

SECTION III - PERSONNEL MATTERS

A. APPROVAL OF PERSONNEL ACTIONS

On a motion by Dr. Pruis, seconded by Dr. Weathersby, the following personnel actions were approved.

1. Recommendation for Tenure

The following faculty member is recommended for continuous appointment, effective August 21, 1989.

Crayton C. Walker, Professor of Business, School of Business; formerly Professor of Information Management at the University of Connecticut. His professional career includes 24 years of prior full-time experience in higher education.

2. Approval of Promotions

The following faculty members are recommended for promotion, effective August 21, 1989.

Assistant Professor to Associate Professor

Marie G. Hankins, Physical Sciences Department, School of Science and Engineering Technology; Ph.D., University of Virginia; B.A., King College; 5 (full-time) years at USI; 5 years at present rank.

Donald S. Wolfe, Foreign Language Department, School of Liberal Arts; Ph.D., M.A., B.S., University of Oregon; 5 years at USI; 5 years at present rank.

Associate Professor to Professor

Leonard E. Dowhie, Art Department, School of Liberal Arts; M.F.A., Indiana State University; B.A.E., Arizona State University; 10 years at USI; 5 years at present rank.

Sandra M. Singer, Psychology Department, School of Liberal Arts; Ph.D., M.A., B.A., University of Colorado; 9 years at USI; 5 years at present rank.

Thomas A. Wilhelmus, English Department, School of Liberal Arts; Ph.D., University of Notre Dame, B.A., Wabash College; 18 years at USI; 11 years at present rank.

There being no further business, the meeting was adjourned at 4:30 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Carole D. Rust, Secretary

THIS INDENTURE WITNESSETH, That University of Southern Indiana by its Board of Trustees hereinafter called "Grantor", whether one or more, for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation whose mailing address is 20 NW Fourth Street, Evansville, Indiana 47741-0001, its successors, assigns, and lessees (hereinafter collectively referred to as the "Company"), an easement with the right to construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove one or more electric lines underground and one or more electric lines above ground upon one (1) line of supporting structures, together with guy wires, anchors, cables and such other appliances, fixtures, equipment and appurtenances as may be convenient or necessary for the transmission of electric energy, upon, over, under and across a strip of land FIFTEEN (15) feet in width, the approximate center line of which is shown upon the plat which is attached hereto, made a part hereof, and marked "Exhibit A", together with the right of ingress and egress over the lands of Grantor to and from said lines in the exercise of the rights herein granted, provided, that in the exercise of such rights the Company will, whenever practicable do so, use regularly established highways or roadways.

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out and located is situated in Perry Township, Vanderburgh County, State of Indiana, and is more particularly described as follows:

Being a part of the Northeast Quarter of Section 31, Township 6 South, Range 11 West

Grantor for the same consideration further grants to the Company the right to trim or remove, at Company's sole discretion, any and all trees located within said strip of land, and the right to trim or remove, at Company's sole discretion, any and all trees located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said electric lines, and the right to remove brush or other obstructions from said strip of land.

Subject to the right herein granted to the Company, the Grantor reserves the right to use and enjoy the land included within said easement and right-of-way, but no buildings, Structures, equipment, machinery, or any other type of improvement or property, either of a permanent or temporary nature, shall be located or maintained within said strip of land.

Grantor certifies under oath that there is no Indiana Gross Income Tax due in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, the instrument is executed this 22 day of May, 1989.

UNIVERSITY OF SOUTHERN INDIANA  
(Board of Trustees)

By Byron Wright  
Printed Byron Wright  
Its Treasurer

WITNESSETH  
By Sherriande Standley  
Printed Sherriande Standley  
Its Assistant Secretary

State of Indiana )  
County of Vanderburgh ) SS:

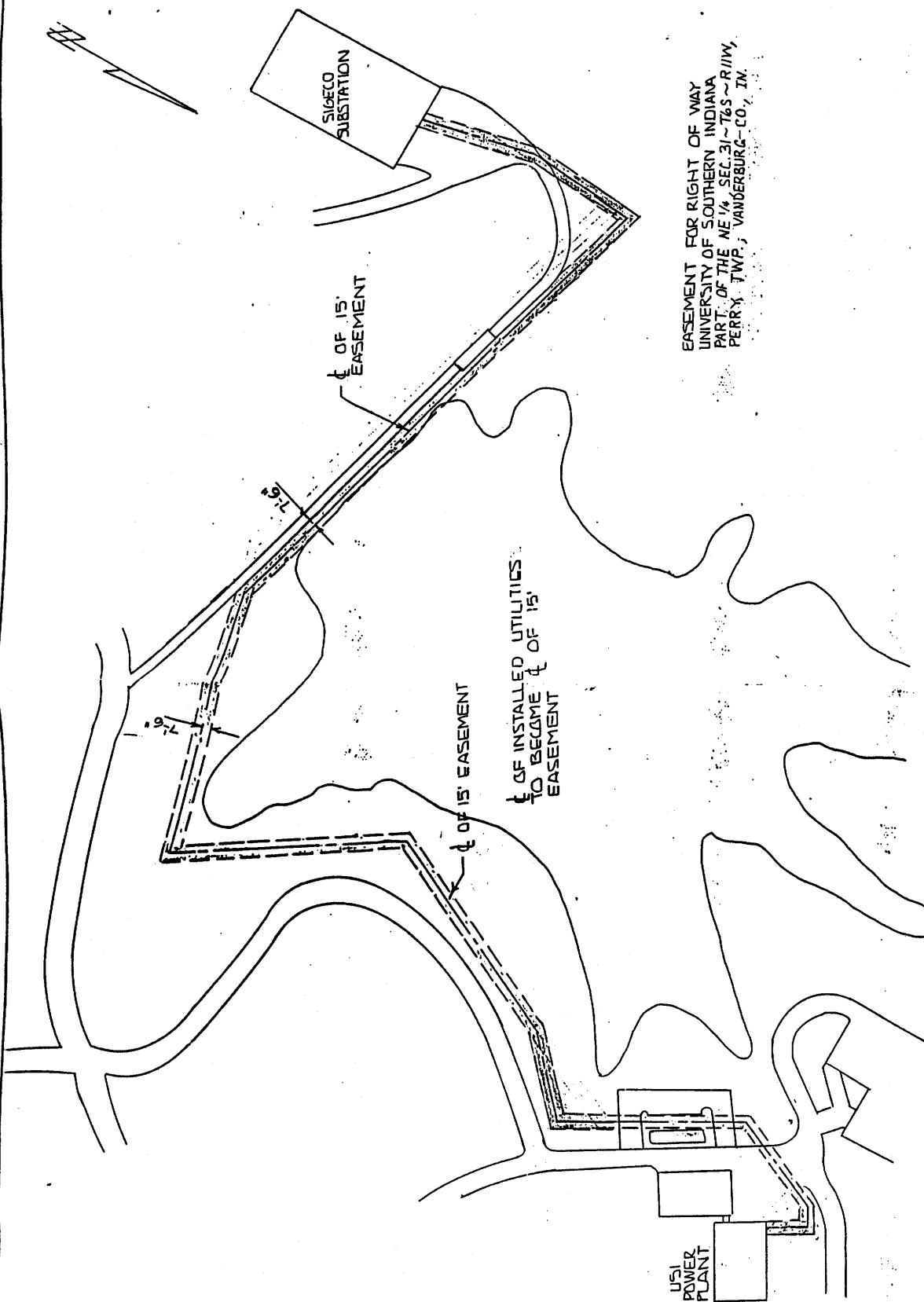
Before me, the undersigned, a Notary Public, within and for said County and State, came its \_\_\_\_\_, and by \_\_\_\_\_, its \_\_\_\_\_, who as such \_\_\_\_\_ and \_\_\_\_\_, respectively, for and on behalf of said corporation, acknowledged the execution of the foregoing Electric Distribution Line Easement.

WITNESS my hand and Notarial Seal, this 22<sup>nd</sup> day of May, 1989.

I reside in Vanderburgh County, State of Indiana, and my commission expires:

Carrie Carroll  
Notary Public  
Carrie Carroll  
(Printed)





EASEMENT FOR RIGHT OF WAY  
 UNIVERSITY OF SOUTHERN INDIANA  
 PART OF THE NE 1/4, SEC. 31-76S-R11W,  
 PERRY TWP., VANDERBURG CO., IN.

SOUTHERN INDIANA GAS & ELECTRIC CO.  
 EVANSVILLE, INDIANA  
 EST. NO. 8109105 DWG. NO. 41131.1

EXHIBIT A  
 EASEMENT FOR RIGHT OF WAY

BY S. CREEKMR  
 TRC. N. ZIMMERMAN  
 APP. DATE  
 APP. DATE  
 DATE DATE

J.C.  
 APP.

NZ  
 BY

REVISED AS BUILT  
 DESCRIPTION

A  
 2-17-89  
 REV. DATE

# WARRANTY DEED

Project ST-006-4(1)  
Code 2474  
Parcel 1

Exhibit I-B  
5-12-89

This Indenture Witnesseth, That UNIVERSITY OF SOUTHERN INDIANA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

of VANDERBURGH County, in the State of INDIANA Convey and Warrant to  
the STATE OF INDIANA for and in consideration of ONE DOLLAR AND NO OTHER VALUE  
NO OTHER CONSIDERATION "1.00" Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in Vanderburgh  
County in the State of Indiana, to wit:

A part of the Southeast Quarter of Section 30, Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East Half of the East Half of said quarter section; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half Half quarter section a distance of Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road #62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305); thence South 75 degrees 23 minutes 00 seconds West 680.51 feet along the boundary of said S.R. 62; thence South 1 degree 01 minute 32 seconds West 114.23 feet along said boundary; thence South 75 degrees 23 minutes 00 seconds West 20.00 feet along said boundary; thence North 58 degrees 17 minutes 04 seconds West 110.60 feet along said boundary to the point of beginning of this description: thence South 75 degrees 23 minutes 00 seconds West 303.64 feet; thence North 87 degrees 55 minutes 03 seconds West 104.40 feet to the southern boundary of S.R. 62; thence North 75 degrees 23 minutes 00 seconds East 375.00 feet along the boundary of said S.R. 62; thence South 58 degrees 17 minutes 04 seconds East 41.47 feet along said boundary to the point of beginning and containing 0.234 acres, more or less.

Also, a part of the West Half of the Southwest Quarter of Section 29 and a part of the Southeast Quarter of Section 30, all in Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East half of the East half of the Southeast quarter of said Section 30; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half Half quarter section a distance Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road # 62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305) and the point of beginning of this description: thence North 75 degrees 23 minutes 00 seconds East 988.69 feet along the boundary of said S.R. 62; thence North 86 degrees 41 minutes 36 seconds East 101.98 feet along said boundary; thence South

CWH  
RFL  
CDR

11-16-88saw



Page 1

Interests in land acquired  
for State Highway by  
Indiana Department of Highways  
100 North Senate Avenue  
Indianapolis, IN 46204-2249

This Instrument Prepared by.....

Project ST-006-4(I)  
Code 2474  
Parcel 1  
Page 2

71 degrees 34 minutes 09 seconds West 300.67 feet; thence South 75 degrees 23 minutes 00 seconds West 1,180.00 feet; thence South 81 degrees 23 minutes 32 seconds West 95.52 feet; thence South 75 degrees 23 minutes 00 seconds West 202.60 feet to the southern boundary of S.R. 62; thence North 1 degree 01 minute 32 seconds East 31.15 feet along the boundary of said S.R. 62; thence North 75 degrees 23 minutes 00 seconds East 680.51 feet along said boundary to the point of beginning and containing 1.480 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as S.R. 62 and as Project ST-006-4(I)), to and from the owner's abutting lands, along the lines described as follows: the 303.64-foot and the 104.40-foot courses described above in the description of the 0.234-acre parcel. Also, the 300.67-foot, the 1,180.00-foot, and the 202.60-foot courses described above in the description of the 1.480-acre parcel. Also, beginning at the western end of the 202.60-foot course described above in the description of the 1.480-acre parcel; thence South 75 degrees 23 minutes 00 seconds West 118.76 feet and terminating at the eastern end of the 303.64-foot course described above in the description of the 0.234-acre parcel. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

Also, an easement in and to the following-described real estate, to wit: A part of the Southeast Quarter of Section 30, Township 6 South, Range 11 West, Vanderburgh County, Indiana, described as follows: Commencing at the southwest corner of the East half of the East half of said quarter section; thence North Zero (0) degrees Forty-four (44) minutes Forty-nine (49) seconds West along the West line of said Half Half quarter section a distance of Five Hundred Twenty-six and Sixty-seven Hundredths (526.67) feet to the South right-of-way line of State Road # 62 (the foregoing portion of this description beginning with the words "thence North Zero (0) degrees" is quoted from Deed Drawer 2, card 3305); thence North 75 degrees 23 minutes 00 seconds East 988.69 feet along the boundary of said S.R. 62; thence North 86 degrees 41 minutes 36 seconds East 101.98 feet along said boundary; thence South 71 degrees 34 minutes 09 seconds West 300.67 feet; thence South 75 degrees 23 minutes 00 seconds West 1,180.00 feet to the point of beginning of this description: thence South 1 degree 10 minutes 34 seconds West 75.73 feet; thence South 83 degrees 56 minutes 00 seconds West 70.00 feet; thence North 18 degrees 41 minutes 45 seconds West 72.65 feet; thence North 81 degrees 23 minutes 32 seconds East 95.52 feet to the point of beginning and containing 0.139 acres, more or less, for the purpose of constructing a driveway for service to the owner's private property, which easement will revert to the owner upon the completion of the above-designated project.

*CLH*  
*1-1-89*  
*CAR*

(RFL)

Project ST-006-4(I)  
Code 2474  
Parcel 1  
Page 3

Land and improvements \$..... Damages \$..... Total consideration \$.....

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said \_\_\_\_\_

ha hereunto set hand and seal, this 12th day of May 1989

*Robert J. Fair* (Seal) (Seal)  
UNIVERSITY OF SOUTHERN INDIANA (Seal) (Seal)  
..... (Seal) (Seal)  
..... (Seal) (Seal)  
*Carole Rust* (Seal) (Seal)  
..... (Seal) (Seal)  
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..... (Seal) (Seal)  
..... (Seal) (Seal)

STATE OF INDIANA, Vanderburgh County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of May, A. D. 1989; personally appeared the within named

*Robert J. Fair* Grantor in the above conveyance, and acknowledged the same to be

voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.  
My Commission expires 6-15-89 *Cecilia Correll* Notary Public

STATE OF INDIANA, \_\_\_\_\_ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_; personally appeared the within named

Grantor in the above conveyance, and acknowledged the same to be

voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires \_\_\_\_\_ Notary Public