

UCCSN Board of Regents' Meeting Minutes May 22-23, 1952

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EXECUTIVE COMMITTEE MEETING

May 22, 1952

The Executive Committee of the Board of Regents met in the President's office on Thursday, May 22, 1952. Present were Chairman Ross, Regents Lombardi and Hardy, President Love, Comptroller Hayden. Present also was John Furrh, Attorney.

The meeting was called to order by the Chairman at 3:20 P.M. Mr. Ross stated that the purpose of meeting with Mr. Furrh was to discuss the proposed agreement between Mr. Sheeketski and the University. Since no action was possible at the meeting of May 15, in the absence of a copy of the agreement, Mr. Furrh had requested this meeting with the Executive Committee, having furnished a copy of the agreement since the May 15 meeting.

Mr. Furrh discussed the proposed agreement, which follows, saying that it was his suggestion that the \$4700 (item 1 below) be paid from the University Revolving Fund.

A G R E E M E N T

This agreement made in the City of Reno, County of Washoe, State of Nevada, on the ____ day of May, 1952, between the Board of Regents of the University of Nevada, acting on behalf of said University, (herein called "First Party"), and Joseph L. Sheeketski, of Reno, Washoe County, Nevada, (herein called "Second Party");

W I T N E S S E T H :

WHEREAS, under date of January 10, 1949, the Board of Athletic Control of the University of Nevada and Second Party entered into a contract under the terms of which said Second Party was employed as Director of Athletics and Head Football Coach at the University of Nevada for a period of 5 years, commencing on the 1st day of July, 1949, and ending on the 30th day of June, 1954; and

WHEREAS, said agreement, among other things, provides com-

pensation for Second Party as follows:

July 1, 1949 to June 30, 1952	\$12,000 per annum
July 1, 1952 to June 30, 1954	\$12,500 per annum

and

WHEREAS, under date of July ____, 1951, First Party terminated said contract as of September 1, 1951; and

WHEREAS, a controversy has arisen as to the amount due Second Party under the terms of said contract; and

WHEREAS, the parties hereto desire to compromise said dispute and to avoid any litigation in respect of said claim of Second Party.

NOW, THEREFORE, it is mutually agreed as follows:

1. That First Party shall forthwith pay to Second Party the sum of Forty Seven Hundred Dollars (\$4700) in cash, which said payment shall be accepted by Second Party and paid by First Party as a full and final settlement of any and all claims of Second Party up to June 30, 1952.
2. That for the period beginning July 1, 1952 and ending June 30, 1954, it is agreed as follows:
 - a. Party of the First Part agrees to request from the 1953 Session of the State Legislature of Nevada an appropriation of Twenty Five Thousand Dollars (\$25,000), being the amount of salary called for by the contract dated January 10, 1949, for said 2-year period. Said request shall be included as a part of the estimated expenditures of the University of Nevada and included in the 1953-55 budget.
 - b. In the event said appropriation is made, then it is agreed as follows:
 - (1) On July 1, 1953, Second Party shall make an accounting to First Party reflecting income received by him from other employment during the period from July 1, 1952 to June 30, 1953; said income shall be deducted from the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the balance paid to Second Party forthwith.

Any income realized by Second Party from capital gains or sources other than salary or wages for other employment shall not be taken into consideration in said accounting.

(2) On July 1, 1954, Second Party shall make an accounting to First Party reflecting income received by him from other employment during the period from July 1, 1953 to June 30, 1954. Said income shall be deducted from the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the balance paid to Second Party forthwith. Any income realized from capital gains or sources other than from salary or wages for other employment shall not be taken into consideration in said accounting.

(3) In the event any dispute shall arise as to the accuracy of said accounting, the parties hereto agree to submit the matter to the accounting firm of Semenza & Kottinger, of Reno, Nevada, and be bound by their decision as to the total amount of income to be deducted from the annual salary due under the contract of January 10, 1949. In the event the accounting rendered by Second Party is found to be accurate, then any charges for services rendered by said accounting firm shall be paid by First Party. In the event said accounting is found to be inaccurate, any charges for services rendered by said accounting firm shall be paid by Second Party.

c. In the event the 1953 Session of the State Legislature of Nevada refuses to appropriate the said sum of Twenty Five Thousand Dollars (\$25,000) above indicated, then and in that event, Second Party reserves the right to take such legal action as he may desire insofar as his claim to salary for the period from July 1, 1952 to June 30, 1954 is concerned, and nothing herein contained shall be construed as a release of any claim Second Party may have to salary for said period.

3. First Party agrees, as a Board and individually, to proceed in good faith and exercise every reasonable and legal means to procure the appropriation of Twenty Five Thousand Dollars (\$25,000) from the State Legislature of the State of Nevada, as hereinabove referred to.

4. After receipt of the sum of Forty Seven Hundred Dollars (\$4700) as provided for in Paragraph 1 above, Second Party agrees to take no legal action against First Party until the adjournment of the 1953 Session of the State Legislature of Nevada, and in the event said appropriation is made as above set forth, agrees to be bound by the provisions of this agreement with reference to payment of salary for the period from July 1, 1952 to June 30, 1954.

IN WITNESS WHEREOF, First Party, by its Chairman and Secretary, hereunto duly authorized by resolution by said Board of Regents, has caused this agreement to be subscribed and executed in its name and the seal of the University of Nevada to be hereunto affixed, and the Second Party has hereunto set his hand, all on the day and year first above written.

Board of Regents of the
University of Nevada

By _____
Chairman

SEAL

By _____
Secretary

Hereunto by
resolution duly
authorized

Joseph L. Sheeketski
Second Party

Mr. Ross thanked Mr. Furrh for his presentation of the proposal which, he said, has given the Regents a better understanding. Mr. Furrh thanked Mr. Ross and left the meeting at 3:45 P.M.

It was agreed that Mr. Arentz be asked to prepare a written analysis of the proposal from his point of view and that a copy be forward to the Attorney General; that the Attorney General be requested to study the documents as Attorney for the Regents, and prepare an agreement as, in his opinion, it should be drawn.

Bids

A second purpose of the meeting of the Executive Committee was to open bids for painting jobs on certain University buildings. The time had been set for 4 P.M., May 22, and this time Superintendent Horn and 7 members of bidding firms came into the meeting.

Chairman Ross read the notice which had duly appeared in local newspapers, and opened the bids, starting at 4:08 P.M.

Motion by Dr. Lombardi carried unanimously that the bids be referred to the Comptroller for study and compilation, and for report to the Executive Committee.

Mr. Hayden and the members of the bidding firms left the meeting at 4:20 P.M. Mr. Hayden returned at 4:25 P.M. with the following tabulation:

RESULTS OF BID OPENING ON PAINTING JOBS - MAY 22, 1952

Old Gym

Caselli	\$ 1,942.00
Weil Construction	3,408.00
H. C. Curl	1,711.25
Christello & Johnson	2,401.60

Mechanical Engineering Building

Caselli	\$ 1,397.00
Weil Construction	2,144.00
H. C. Curl	986.34
Christello & Johnson	1,355.25

Manzanita Hall

Caselli	\$ 2,946.00
Weil Construction	3,227.00
H. C. Curl	2,652.60
Christello & Johnson	2,839.20

Electrical Building

Caselli	\$ 755.00
Weil Construction	1,346.00
H. C. Curl	802.00
Christello & Johnson	1,077.25

Artemisia Hall

Caselli	\$ 2,466.00
Weil Construction	1,980.00
H. C. Curl	2,178.00
Christello & Johnson	1,797.75

Hospital

Caselli	\$ 353.00
Weil Construction	470.00
H. C. Curl	354.00

Christello & Johnson 537.75

Training Quarters

Caselli	\$ 1,330.00
Weil Construction	2,080.00
H. C. Curl	848.00
Christello & Johnson	1,427.00

Stadium and Bleachers

Caselli	\$ 2,501.00
Weil Construction	4,731.00
H. C. Curl	2,642.00
Christello & Johnson	1,711.20

Total

Caselli	\$13,740.00
Nevada Paint Sandblasting (awarded bid)	9,415.23
Benson	11,234.60
Weil Construction	20,315.00
H. C. Curl	*11,648.00 12,174.00
Christello & Johnson	*13,000.00 13,247.00
S. Solari	9,893.00

*Bid if on overall basis

(Totals not necessary in agreement with figures in columns.)

Estimates as per budget

Old Gym	\$ 1,300.00
Manzanita Hall	2,000.00
Artemisia Hall	1,800.00
Training Quarters	400.00
Mechanical Engineering Building	900.00
Electrical Building	550.00
Hospital	700.00
Stadium & Bleachers	2,250.00
Total	\$ 9,900.00

Motion by Dr. Lombardi carried unanimously that the bid be awarded to the lowest bidder, the Nevada Paint and Sandblasting Company, in the amount of \$9,415.23.

Motion by Mr. Hardy carried unanimously that the certified checks and bonds which accompanied the bids be returned to the unsuccessful bidders.

The meeting adjourned at 4:35 P.M.