

REGULAR  
MEETING OF THE BOARD OF TRUSTEES  
OF THE EVERGREEN STATE COLLEGE

Thursday, December 11, 1975  
The Evergreen State College Campus  
Daniel J. Evans Library, Room 3112

The meeting was called to order by Chairman Halvorson at 10:45 A.M.

Trustees Present: Thomas Dixon  
Halvor M. Halvorson  
Trueman L. Schmidt  
Janet P. Tourtellotte

Staff Present: Judy Annis, Information Specialist  
Bonnie Gillis, Director of Day Care Center  
Rita Grace, Recording Secretary  
Rainer Hasenstab, Member of the Faculty  
Edward Kormondy, Vice President and Provost  
William Knauss, Staff Architect  
Charles McCann, President  
Paul Marsh, Member of the Faculty  
Dave Milne, Member of the Faculty  
John Moss, Director of Personnel/Auxiliary Services  
Jerry Schillinger, Director of Facilities  
Stone Thomas, Director of Third World Coalition  
See permanent roster for others attending

Others Present: Richard Montecucco, Assistant Attorney General  
Alice Watts, The Daily Olympian  
See permanent roster for others attending

APPROVAL OF MINUTES - Action

Motion Mr. Schmidt moved approval of the minutes of the October 16  
75-69 meeting as submitted. The motion was seconded and passed.

DAY CARE CENTER PLAY SHED - Action

Jerry Schillinger and Bonnie Gillis discussed and recommended the construction of a play shed at the Driftwood Day Care Center, which construction is to utilize volunteer labor.

Motion Mr. Dixon moved approval for construction of a day care center play  
75-70 shed, the total cost of which will be approximately \$500. Seconded  
by Mrs. Tourtellotte and passed.

BID AWARD: LIBRARY AND LAB MISCELLANEOUS SITE WORK - Action

Mr. Schillinger reviewed the Library and Lab miscellaneous site work (ramp to clock tower for handicapped; set of steps on south side of Lab, Phase I; connecting loading dock with stairs at east end) and recommended formal approval.

Motion  
75-71

Mr. Schmidt moved formal approval of the low bid submitted by Jones and Roberts Company of Olympia, Washington, of \$7,500 for Library and Lab Miscellaneous site work. Seconded by Mrs. Tourtellotte and passed.

PUBLIC HEARING: HABITATION POLICY - Action

The Board convened a public hearing at approximately 11 AM to consider a policy regarding habitating in unauthorized places. Mr. Schillinger presented a preliminary budget (\$138,000) and drawings of tentative site for approximately 25 lots where campers and trailers could park (parking lot F). Student Bill Fulton presented a statement in favor of overnight habitation.

Motion  
75-72

In accordance with Administrative Procedures Act requirements, Mr. Schmidt moved approval of the attached new policy concerning habitating in unauthorized places, WAC 174-136-040 through 042, an addition to the facilities usage section. Seconded by Mr. Dixon and passed.

The regular meeting was resumed at 11:25 AM.

SCULPTURE - Action

Don Collins, student proposer of Metabole, a 15 ft. 8 in. high, three-dimensional artwork, discussed the details of his proposed sculpture with the Trustees. Mr. Collins' stipulation that he be consulted as to disposition of the piece at the end of the ten year period was of concern to the Trustees.

Motion  
75-73

Mr. Dixon moved approval for the erection of a three-dimensional artwork at or near the intersection of the Evergreen parkway and Kaiser Road, subject to the following conditions:

1. That approval by the Visual Environment Group or the Board of Trustees in no way constitutes an institutional commitment to finance the project.
2. That the artist maintains a continuing consultation, prior to and during construction and installation, with the Office of Facilities regarding safety and structural stability of the piece and with the Environmental Advisory Committee regarding the process of installation.
3. That if, in the course of meeting the preceding conditions, or in the process of construction, the piece changes appreciably from that which the Visual Environment Group has approved, the artist will seek VEG approval of these changes.
4. That the Office of Facilities assumes responsibility for maintenance.
5. That the artist enter a contract with the Office of Facilities delineating the respective authorities and responsibilities of artist and institution; and that the contract be submitted to the Board of Trustees for final approval.

6. That the piece will be removed in ten years.

The motion was seconded and passed.

LEASE OF A PORTION OF ELD INLET FOR EXPERIMENTAL MUSSEL CULTURE - Action

Faculty Member David Milne discussed the academic purposes for requesting a lease of land on Eld Inlet at an annual rental of \$25.

Motion  
75-74

Mr. Dixon moved approval for the Administrative Vice President to sign Department of Natural Resources lease number 10640, for a portion of the bed of Eld Inlet to be used for experimental mussel culture, which lease expires October 1, 1980, subject to the review and approval of the Attorney General's office. Seconded by Mrs. Tourtellotte and passed.

SEATING AT BOARD TABLE - Action

Mr. McCann recalled the concerns of the Third World Coalition brought to the Trustees at their meetings on May 20 and June 26. The Trustees passed a motion which, among other things, directed the seating at the Board of Trustees' table a member of the student body, a member of the faculty, and a member of the staff. When the 1975-76 academic year commenced, President McCann asked the Sounding Board to make suggestions as to how the student, staff and faculty person be designated; the Sounding Board recommended that the three represent the Third World Coalition, the Women's Center, and the Gay Center. Mr. McCann expressed his unwillingness to recommend that to the Trustees. The Gay, Woman, and Third World representatives selected by Sounding Board argued for seating.

Motion  
75-75

Mr. Schmidt moved to direct President McCann to make appointments as originally requested by the Trustees at their meeting on June 26, 1975.

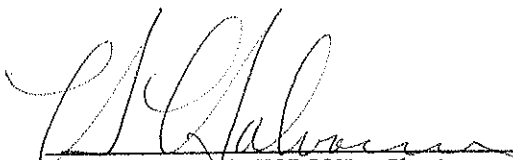
OTHER BUSINESS AND ANNOUNCEMENTS

Mr. McCann mentioned progress regarding engaging consultants for a system improvement study. He mentioned also that the Council for Postsecondary Education was in the process of approving its final plan for postsecondary education in Washington; specific recommendations regarding Evergreen are to be discussed on January 21 and 22.

DATE OF NEXT MEETING AND ADJOURNMENT

The date of the next meeting was set for Tuesday, January 20.

The meeting adjourned at 1:15 PM.

  
HALVOR M. HALVORSON, Chairman

  
TRUEMAN L. SCHMIDT, Secretary

DRAFT (9/8/75)

THE EVERGREEN STATE COLLEGE

WAC 174-136 FACILITIES USAGE

Habitation in Unauthorized Places

WAC 174-136-040 Prohibition

In the interest of health and safety and to preserve campus ecosystems, The Evergreen State College expressly prohibits overnight habitation by any person in any place on the campus, including its buildings, except that this prohibition shall not apply to:

- (1) the facilities provided for such specific purpose by the college housing operation;
- (2) the fire station, and the permanent domiciles located on the college's "organic farm," on the extension of Indian Rock Road, and on the leased property at the Nisqually River delta;
- (3) individuals for whom the prohibition is waived by a Vice President or his/her designee for fixed temporal periods and at fixed locations.

WAC 174-136-042 Penalties for Violation

Any person who violates WAC 174-136-040 may be referred to civil authorities for appropriate prosecution, including prosecution for violation of the law of criminal trespass.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
Bert L. Cole  
Commissioner of Public Lands  
Olympia, Washington 98504

Lease No. 10640

BY THIS LEASE, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the Lessor and THE EVERGREEN STATE COLLEGE, hereinafter called the Lessee, the Lessor leases to the Lessee on the terms and conditions as hereinafter set forth the following described tract or parcel of State land situate in Thurston County, Washington, to wit:

That portion of the bed of Eld Inlet, below the line of extreme low water, owned by the State of Washington, situate in front of that portion of Government Lot 4, Section 31, Township 19 North, Range 2 West, W.M., included in a tract described as follows:

Commencing at the government meander corner on the south line of said Section 31 and running thence N 45° W to the -12 foot contour and true point of beginning of this description, thence West 50 feet, thence North 50 feet, thence East 50 feet, thence South 50 feet to the true point of beginning of this description.

SECTION 1 OCCUPANCY

1.1 Term. This lease shall commence on the 1st day of October, 1975 and continue to the 1st day of October, 1980.

1.2 Re-lease. Upon application made within thirty days of the expiration date of this lease, the Lessee shall have a preference right to re-lease the area herein described for a period not to exceed that provided by statute and upon payment of specified rental and fees, provided however, that said re-lease is found by the Lessor to be in the best interest of the State of Washington.

SECTION 2 USE OF PREMISES

2.1 Permitted Use. The Lessee shall have use of the premises for:

1. Experimental mussel culture.

SECTION 3 RENTAL

3.1 Amount. Annual rental in the amount of \$ 25.00.

3.2 Payment. The payment of the above mentioned rent to the Lessor each year in advance is the essence of this lease, and the same shall be, and is, a condition precedent to the execution and continuance of this lease or any rights thereunder. Payment is to be made to the Department of Natural Resources, Olympia, Washington 98504.

#### SECTION 4 RESERVATIONS

4.1 Entry. The Lessor shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.2 Access. The Lessor reserves the right of access to and across the leasehold premises for all purposes and further reserves the right to grant easements and other land uses on the premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the premises, or interfere unduly with the approved plan of development for the premises. No easement or other land uses shall be granted to third parties until damages to the lease holder have been paid to the Lessee or waiver signed by the Lessee.

4.3 Restrictions on Use. In connection with use of the premises the Lessee shall:

(1) Comply with applicable laws and regulations of any federal, State and local authority affecting the premises and the use thereof and correct at the Lessee's own expense any failure of compliance created through the Lessee's acts.

(2) Remove no valuable material without prior written consent of the State.

(3) Not fill or cause to be filled any of the lands covered by this lease.

(4) Construct no improvements on the lease area other than those as shown on exhibits on file in Application No. 10627, without first obtaining the written consent of the Lessor.

4.4 Improvements. Authorized improvements placed on the leased premises by the Lessee are the property of the Lessee. Upon the expiration of this or a subsequent re-lease of all or part of the premises the Lessee agrees to sever, remove and dispose of all improvements he has placed thereon within six months from the date of expiration. In those instances where such action is not taken by the Lessee, the Lessee agrees that the Lessor may remove such improvements and charge the Lessee for the cost of the removal and disposal, or the Lessor may, at its option, claim said improvements as being the property of the Lessor.

4.5 Unauthorized Improvements. All improvements made on or to the premises without the written consent of the Lessor shall immediately become the property of the Lessor. The Lessor may, at its option, require the Lessee to remove and dispose of any or all improvements, and in those instances where such action is not taken by the Lessee, the Lessor may remove such improvements, charging the Lessee for the cost of the removal and disposal, or cancel the lease.

#### SECTION 5 REQUIREMENTS

5.1 Assignment and Sublease. This lease, or any portion thereof, may not be assigned, mortgaged, sublet or otherwise transferred without the prior written consent of the Lessor. In granting such consent, the Lessor reserves the right to change the terms and conditions of this lease as it may affect the assignee. Further, if the Lessee is a corporation or partnership and if, at any time during the term of this lease, any part or all of the corporate shares or partnership interests of the Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law or other dispositions so as to result in a change in the present control of the corporation or partnership by the person or persons now owning a majority of the shares or change in the holding of the corporate or partnership interest, the same shall constitute an assignment of this lease and as such shall require prior written consent of the Lessor. Failure to obtain written approval of any assignment defined in this lease shall be grounds for cancellation.

5.2 Maintenance.

(1) The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable use.

(2) The Lessee shall not allow debris or refuse to accumulate on the leased premises. Failure to comply with this provision shall be cause for cancellation of this lease, and in addition the Lessor shall have the right to cause such debris or refuse to be removed and to recover from the Lessee all costs occasioned thereby.

5.3 Condition of Premises and Liability. The premises have been inspected by the Lessee and are accepted in their present condition. Lessee agrees to defend and hold State harmless from any and all claims suffered or alleged to be suffered on the premises or arising out of operations on the premises.

5.4 Insolvency of Lessee. If the Lessee becomes insolvent, bankrupt, a receiver appointed, or his interest is transferred by operation of law, the same shall constitute an automatic forfeiture of his lease. Insolvency as used herein will mean the inability of the Lessee to meet obligations as they come due.

SECTION 6 MISCELLANEOUS

6.1 No Partnership. The Lessor is not a partner nor a joint venturer with the Lessee in connection with the business carried on under this lease and shall have no obligation with respect to the Lessee's debts or other liabilities.

6.2 Non-Waiver. Waiver by either party of strict performance or any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

6.3 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

6.4 Succession. Subject to the limitations as stated in paragraph 5.1 on transfer of the Lessee's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

6.5 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail addressed as follows: To the Lessor: Department of Natural Resources, Public Lands-Social Security Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block or as shown on later official documents of record with this lease.

6.6 Liens. In the event that liens or other charges are placed on the leasehold premises or the improvements thereon, such liens or charges arising out of the Lessee's actions, direct or indirect, then the Lessee shall immediately cause such liens or charges to be discharged. If the Lessee fails to discharge said liens or charges within ten days of notification to do so, then such failure shall constitute grounds for cancellation of this lease. Furthermore, the Lessee shall pay and indemnify the Lessor for all costs, damages or charges of whatsoever nature, including attorney fees, necessary in the discharge of such liens or charges, whether such costs, damages or charges are incurred prior to or subsequent to any cancellation of this lease.

6.7 Default. If the Lessee shall violate or default any of the covenants and agreements contained herein, including the obligation to pay rent, then the Lessor may cancel this lease provided that the Lessee has been notified of the violation or default thirty days prior to such cancellation and such violation or default has not been corrected within such time. In the event the Lessor elects to cancel this lease, all improvements located thereon shall become the property of the State of Washington.

6.8 State's Right to Cure Defaults.

(1) If the Lessee fails to perform any requirement or obligations under this lease, the Lessor shall have the option to correct the obligation of the lease after thirty days' written notice to the Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of 1 percent per month accrued from the date of expenditure by the Lessor.

(2) In the event any violation or breach of the provisions of this lease is causing damage to the leasehold premises or the Lessee is utilizing the leasehold premises in a manner not permitted by the provisions of this lease, or in any case damages are occurring to the leasehold premises, the Lessor may immediately enter upon the leasehold premises and take such action as necessary to cease such damages or use. In the event the damage or use is occurring by reason of a violation or breach of the provisions of this lease, the Lessee shall be liable for all costs incurred by the Lessor by reasons of such violations. The Lessor at its option, may send notice to the Lessee of such violations and the Lessee shall immediately cease such use or violation and correct and remedy such violations.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By \_\_\_\_\_  
BERT L. COLE  
Commissioner of Public Lands

Signed this 17th day of December, 19 75.

THE EVERGREEN STATE COLLEGE

By Dean E. Clabaugh  
Dean E. Clabaugh  
Administrative Vice President  
Olympia, WA 98505  
Address