

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETINGS  
1978 - 1979  
VOLUME I

MINUTES OF  
BOARD OF REGENTS MEETING  
SEPTEMBER 29, 1978

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
September 29, 1978

M1. The Board of Regents of Texas Tech University met in regular session September 29, 1978 at 9:00 a.m. in the Board of Regents Suite on campus. The following Regents were present: Mr. Robert L. Pfluger, Chairman, Mr. Roy K. Furr, Vice Chairman, Mr. Clint Formby, Mr. A. J. Kemp, Jr., Mr. James L. Snyder, Dr. Judson F. Williams, and Mr. Don R. Workman. Regents J. Fred Bucy and Charles G. Scruggs were absent. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Vice President for Planning; Mr. Kenneth W. Thompson, Vice President for Administration; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Bill J. Parsley, Director of Public Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Monty E. Davenport, Senior Associate Vice President; Mr. Fred J. Wehmeyer, Associate Vice President for Administrative Services; Mrs. Freda Pierce, Secretary of the Board; Dr. Marilyn E. Phelan, General Counsel; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. Clyde J. Morganti, Assistant to the President; Dr. George Tyner, Dean, School of Medicine; Dr. Margaret Wilson, President, Faculty Senate; Mr. Robert Meyer, New Construction; Mr. Keith Samples, Sports Information Director; Ms. Jane Brandenberger, Director, University News and Publications and Ms. Sharon Nelson, Executive Secretary, Office of the President.

Others present were: Mr. George R. Richie, Harwood K. Smith and Partners, Architects; Ms. Candy Sagon, Avalanche-Journal; Mr. Chino Chapa and Mr. Ed Purvis, University Daily; Mr. Skip Watson, KCBT-TV; Mr. Steve Gade, KCBT-TV; Ms. Mary Alice Robbins, KLBK-TV; Mr. Bruce Hicks, KLBK-TV; Ms. Mary Lind Dowell, President, Student Association and Ms. Michelle Morse, Student Association.

M2. Mr. Pfluger called the meeting to order, and asked Dr. Marilyn Phelan to give the invocation. Co-editors of the La Ventana, Elizabeth Edwin and Beverly Jones, presented a complimentary copy of the 1978 La Ventana to each Regent.

M3. Mr. Snyder gave the report for the Public Affairs, Development and University Relations Committee. At his request, Mrs. D. M. Wiggins and Mr. and Mrs. Marvin Lewis came forward, and Mr. Formby read a Resolution memorializing Dr. Wiggins. Mrs. Wiggins responded by expressing appreciation to the Board for this recognition. The Resolution is attached and made a part of the Minutes; Attachment No. 1.

M4. Mr. Pfluger called Mr. and Mrs. J. T. King to come forward, and Mr. Pfluger read a Resolution honoring Mr. King for his many years of service in the Department of Athletics. Mr. King accepted the Resolution, and thanked the Board and his many friends who were in attendance to witness the presentation. The Resolution is attached and made a part of the Minutes; Attachment No. 2.

M5. Mr. Pfluger then called a meeting of Texas Tech University and Texas Tech University School of Medicine Board of Regents to order, and read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University School of Medicine now having been duly convened in open session, and statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G of the Statute."

M6. The Board of Regents of Texas Tech University reconvened in open meeting at 9:40 a.m. with Texas Tech University School of Medicine recessed until the conclusion of the present session. Mr. Pfluger expressed appreciation to the Board for the honor of serving as Chairman, and stated that he would do the best job he knew how.

M7. Upon motion made by Dr. Williams, seconded by Mr. Workman, the Board by unanimous vote approved the Minutes of the meeting of August 4, 1978.

M8. Upon motion made by Mr. Furr, seconded by Mr. Workman, the Board by unanimous vote approved items for Board approval or ratification being Items 1 a through 2 b.

M9. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following four items (M10 through M13) constitute action taken upon committee recommendation.

M10. Upon motion made by Mr. Formby, seconded by Dr. Williams, the Board approved the following: RESOLVED, that the Board of Regents approves the attached Policy on Small Classes; Attachment No. 3.

M11. Upon motion made by Mr. Formby, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents confers emeritus status to the individuals whose names appear on the attached list; Attachment No. 4.

M12. Dr. Mackey reported concerning research activity that funds are up from \$7.6 million the preceding year to \$11.5 million this year; further that there was nearly a 20% increase in funded proposals.

M13. Dr. Mackey also reported that enrollment for the fall term reached an all time high of 22,721 students, with undergraduates numbered at 19,995 and graduate students at 2,902.

M14. Mr. Workman gave the report for the Finance Committee. The following four items (M15 through M18) constitute action taken upon committee recommendation.

M15. Upon motion made by Mr. Workman, seconded by Mr. Formby, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University, pursuant to Sections 109.61 through 109.79 of the Texas Education Code, V.T.C.A., approves the attached "Notice to Bidders" and instructs the President to see that it is circulated in compliance with State law; approves the attached Proposal Form and the Oil and Gas Lease Form; establishes the



royalties to be paid by Lessees to be not less than one-eighth of the gross production of oil and gas in the land bid upon and requires that each bid shall carry an obligation to pay an amount not less than \$1 per acre for delay in drilling or development, and further approves any other procedures and requirements of State law. The forms are attached and made a part of the Minutes; Attachment No. 5.

M16. Upon motion made by Mr. Workman, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the use of the attached contract form in executing agreements between Texas Tech University and authors of works published by Texas Tech Press. Further resolved, that the Board of Regents authorizes the President to approve execution of such contracts; Attachment No. 6.

M17. Upon motion made by Mr. Workman, seconded by Mr. Formby, the Board by unanimous vote approved the following: RESOLVED, that for the academic year 1979-80 a one hundred dollar advance payment, to be received before July 1, be required to reserve a residence halls space. The advance payment is to be applied to board and room charges for the first semester following its receipt.

M18. Mr. Kenneth Thompson distributed to the Board and then discussed a plan for the establishment of an endowment to support intercollegiate athletics. The establishment of this endowment will not in any way reduce the current operating budget of intercollegiate athletics. The Board of Regents unanimously supported the establishment of this fund which is expected to grow to \$1 million by September 1, 1982. A copy of the Report is attached; Attachment No. 7.

M19. Mr. Kemp gave the report for the Campus and Building Committee. The following three items (M20 through M22) constitute action taken upon committee recommendation.

M20. Upon motion made by Mr. Kemp, seconded by Dr. Williams, the Board by unanimous vote approved the following: RESOLVED, that August 17, 1978 is recorded as the completion date for the construction of the Agricultural Pavilion.

M21. Upon motion made by Mr. Kemp, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that September 14, 1978 is recorded as the completion date for renovation of the Animal Sciences Building Phase II.

M22. Upon motion made by Mr. Kemp, seconded by Dr. Williams, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the construction of a utility connection to the new addition to the Electrical Engineering Building and authorizes the President to proceed with contract documents and receipt of bids.

M23. Dr. Williams gave the report for the Committee of the Whole. The two following items (M24 and M25) constitute action taken upon committee recommendation.

M24. Upon motion made by Dr. Williams, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents authorizes the continued employment for 1978-79 of Mr. Milton Duane Tilson, Technician II, Textile Research Center, who will have reached the age of 65 prior to September 1, 1978.

M25. Upon motion made by Dr. Williams, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED, that the retirement of all classified, professional and administrative employees will be on or before the last day of the fiscal year in which the employee reaches age 70. Annual appointments after age 70 may be permitted with specific Board approval. During discussion of the motion it was made clear that tenured faculty members are not included. The 1978 amendments to the Age Discrimination and Employment Act raised the protected age limit for non-faculty employees from 65 to 70 years of age. The extended protection to age 70 does not become effective until July 1, 1982, as to tenured faculty members.

M26. Mr. Snyder commented that he appreciated the affirmative projection as compiled by Dr. Bill Dean and Dr. Wick Alexander concerning the Ex-Students Association.

M27. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:gc

Attachments (September 29, 1978)

1. Resolution, Dr. Dossie Marion Wiggins; Item M3.
2. Resolution, Mr. J. T. King; Item M4.
3. Policy on Small Classes; Item M10.
4. List of Faculty granted Emeritus Status; Item M11.
5. Oil and Gas Lease, Notice to Bidder Forms; Item M15.
6. Contract form, Texas Tech University and authors of works published by Texas Tech Press; Item M16.
7. Proposal for establishing an athletic facilities improvement endowment fund; Item M18.

\* \* \* \* \*

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents Meeting on September 29, 1978.

(Mrs.) Freda Pierce, Secretary

SEAL

September 29, 1978

RESOLUTION

Dr. Dossie Marion Wiggins

WHEREAS, Dr. Dossie Marion Wiggins rendered invaluable and inspiring leadership to Texas Tech University as its fifth president and guided the institution along its path of transition from a small, regional college to a physically beautiful major university during his years of tenure, 1948-1952; and

WHEREAS, Dr. Wiggins continued to support this University and to stand forth as one of Texas' outstanding leaders in the field of education, especially in his dedicated service as one of the charter members of the Coordinating Board, Texas College and University System; and

WHEREAS, Dr. Wiggins began his long and distinguished career as an educator and university administrator in 1928 at Hardin-Simmons University, where he served as professor of education and dean of students until 1935; and

WHEREAS, this beloved teacher was then named president of the Texas College of Mines and Metallurgy, now known as The University of Texas at El Paso, and thus led that fine university until 1948, when he was called to the presidency of the then Texas Technological College; and

WHEREAS, among the multitudinous contributions made by Dr. Wiggins to this University include transformation of the campus from a dirt surface with a handful of buildings to a handsomely landscaped university setting, expansion and deepening of the University's curriculum through his initiation of the doctoral program, built soundly on the foundations of the individual college and departmental strengths, and his creation of the major nucleus of the University's building program resulting in construction of, among others, the Music Building, the Science Building, the Home Economics Buildings and the Student Union (Phase 1) and expansion of the Administration Building; and

WHEREAS, Dr. Wiggins resigned his presidency of Texas Tech University to accept a position with Citizens National Bank, now the Texas Commerce Bank, where he rose to the presidency in 1960 and 1961, chairmanship of the Executive Committee in 1962 and membership on the Board of Directors until his death; and

WHEREAS, Dossie Marion Wiggins departed this life on September 2, 1978;

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to honor the memory of Dossie Marion Wiggins; illustrious educator and leader of this University.

AND BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be presented to the family of Dr. Dossie Marion Wiggins.

RESOLUTION

J. T. King

WHEREAS, history records that many men are called but few are chosen to stand as models for hundreds of younger men whose characters, dreams, aspirations and ideals are even then in the stage of being formed; and

WHEREAS, J. T. King, as coach, athletic director and mentor of young men for forty years, twenty at Texas Tech University, has been one of those few chosen men; and

WHEREAS, Coach King achieved his personal athletic stardom as a football player at John H. Reagan High School in Houston, 1931-1934, and at The University of Texas, 1934-1938; and

WHEREAS, Mr. King then continued his success after graduation as a high school football coach from 1938-1945 at Enid, Oklahoma, and Kenedy, Texas, as an assistant coach from 1946-1960 at Tulane University, Texas A&M University, The University of Texas at Austin, and Texas Tech University; and

WHEREAS, he served as head football coach at Texas Tech University, 1961-1970, and athletic director, 1971-1978; and

WHEREAS, Coach King stood as mentor and model to five All-American, eighteen All-Southwest Conference and numerous All-Star players, was selected as coach for the Hula Bowl, 1965, East-West Shrine game, 1966, and Blue-Gray game, 1968, and led his Texas Tech teams to the Sun Bowl in 1964 and the Gator Bowl in 1965; and

WHEREAS, he was a principal guide in the progress of Texas Tech's programs in men's intercollegiate athletics in the two decades of sports' most dramatic growth on this campus; and

WHEREAS, Coach King has received numerous honors from the conference, the university and the community that he has so proudly represented, including dedication of the 1978 Southwest Conference Media Guide in his honor, naming of the team meeting room at Tech's Jones Stadium The J. T. King Room, and the hosting of ceremonies for and presentation of plaques to him by the Red Raider Club and the Texas Tech Athletic Department.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to recognize J. T. King, the man, and to acknowledge and to express deep gratitude for his dedication, devotion and gifts of his talents to Texas Tech University.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Coach J. T. King.

POLICY ON SMALL CLASSES

The offering of small classes is a matter of academic and economic concern, and shall be engaged in only when appropriate justification is offered. In keeping with legislative directives and guidelines approved by the Coordinating Board, Texas College and University System, small classes may be authorized to be taught if they meet the conditions stated below.

The Vice President for Academic Affairs shall approve or disapprove the proposed offering of small classes, monitor the offerings, and provide reports in accordance with state requirements.

Small classes which meet the requirements of any one of the following codes may be authorized to be taught:

1. Required course for graduation. (The course is not offered each semester or term, and if cancelled, may affect date of graduation of those enrolled.)
2. Required course for majors in this field and should be completed this semester (or term) to keep proper sequence in courses.
3. Interdepartmental (cross-listed) courses taught as a single class by the same faculty at the same station, provided that the combined courses do not constitute a small class.
4. Course in newly established degree program, concentration, or support area.
5. First time offering of the course.
6. Class size limited by accreditation or state licensing standards.
7. Class size limited by availability of laboratory or clinical facilities.
8. Course voluntarily offered by a faculty member in excess of the institutional teaching load requirement and for which the faculty member receives no additional compensation.

Faculty Granted Emeritus Status

September 29, 1978

Neville H. Bremer, Professor of Education

Faye LaVerne Bumpass, Horn Professor of Classical and Romance Languages

Patrice Costello Fleming, Professor of Education

Carl Hammer, Jr., Horn Professor of Germanic and Slavonic Languages

Chester Cartwright Jaynes, Associate Professor of Plant and Soil Science

Thomas Luther Leach, Professor of Agricultural Education

L. Marshall Nagle, Professor of Education

Haskell Grant Taylor, Professor of Accounting

Kirk B. Turner, Associate Professor of Animal Science



OIL AND GAS LEASE

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Avalanche-Journal  
710 Avenue J.  
Lubbock, Texas 79401

OIL AND GAS LEASE

NOTICE TO BIDDERS

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

The Board of Regents of Texas Tech University invite bids for a five year oil and gas lease on the following described tracts as authorized in Subchapter D., 109.61 thru 109.79 of the Texas Education Code:

Lessor's undivided 1/4 interest in and to all of the oil and gas in -

The East 1/2 of Survey No. 20, Block X, Lubbock County, consisting of 320 acres, more or less.

The West part of Survey No. 44, Block D-7, Lubbock County, consisting of 328 acres, more or less.

All of Survey No. 45, Block D-7, Lubbock County, consisting of 334 acres, more or less.

All areas are subject to easements of record.

Sealed bids for the lease of any one or all of the above tracts will be received until 10:00 a.m. November 30, 1978, in the office of John G. Taylor, Contracting and Purchasing Officer, at which time they will be publicly opened and read aloud. Any bids received after closing time will be returned unopened.

All bids must be submitted upon Proposal Forms which are available at the Office of the Contracting and Purchasing Officer, Room 347, Drane Hall, P. O. Box 4610, Texas Tech University, Lubbock, Texas 79409, telephone (806) 742-3841. If bids are mailed, the envelope should show on the face:

"Bid for Oil and Gas Lease due  
10:00 a.m., Thursday, November 30,  
1978."

All bids must be good for 48 hours from the time of the bid opening.

The Board of Regents of Texas Tech University reserves the right to reject any or all bids and to waive any or all formalities.

Texas Tech is an Equal Opportunity Employer.

PROPOSAL FORM

OIL AND GAS LEASE  
TEXAS TECH UNIVERSITY

Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

Gentlemen:

Having read the Notice to Bidders and other related bidding documents and gathered all the information necessary for the submission of this bid, I/we offer to lease the following tract or tracts:

TRACT NO. 1 East 1/2 of Survey No. 20, Block X, Lubbock County

Bonus Bid	\$ _____
Oil Royalty	_____ %
Gas Royalty	_____ %
Shut-In Royalty	\$ _____ per annum
Delay Rental	\$ _____ per acre annually

TRACT NO. 2 West part of Survey No. 44, Block D-7, Lubbock County

Bonus Bid	\$ _____
Oil Royalty	_____ %
Gas Royalty	_____ %
Shut-In Royalty	\$ _____ per annum
Delay Rental	\$ _____ per acre annually

TRACT NO. 3 All of Survey No. 45, Block D-7, Lubbock County, less tract reserved for research.

Bonus Bid	\$ _____
Oil Royalty	_____ %
Gas Royalty	_____ %
Shut-In Royalty	\$ _____ per annum
Delay Rental	\$ _____ per acre annually

TRACTS NO. 1, 2 AND 3

Bonus Bid	\$ _____
Oil Royalty	_____ %
Gas Royalty	_____ %
Shut-In Royalty	\$ _____ per annum
Delay Rental	\$ _____ per acre annually

It is understood and agreed that should I/we be the successful bidder on one or more of the Tracts, 25% of the bonus bid will be paid to the University the day of such notice and the balance will be paid within 24 hours of the notice. Failure to make payment of the balance due will forfeit the 25% payment to the University. Payment will be made in cash, certified check or cashier's check.

It is also understood and agreed that these bids are valid for a period of 48 hours from the time of opening and reading of the bids.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1978,  
by and between Board of Regents, Texas Tech University, Lubbock, Texas,  
hereinafter called "Lessor", and \_\_\_\_\_,

hereinafter called "Lessee".

WITNESSETH: That, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
receipt of which is hereby acknowledged, and of the royalties herein provided and  
the agreements of Lessee herein contained, Lessor does hereby grant, lease and let  
exclusively unto Lessee, its successors and assigns, all of the land hereinafter  
described, together with any reversionary rights therein for the purpose of ex-  
ploring by geological, geophysical and all other methods, and of drilling, producing  
and operating wells for the recovery of oil and gas that may be produced from any  
well on the leased premises including primary, secondary, tertiary, cycling, pres-  
sure maintenance methods of recovery, and all other methods, whether now known or  
unknown, with all incidental rights thereto, and to establish and utilize facilities  
for surface and subsurface disposal of salt water and to construct, maintain and  
remove roadways, tanks, pipelines, electric power and telephone lines, machinery  
and structures thereon, to produce, store, transport, treat and remove all sub-  
stances described above, and the products therefrom, together with the right of  
ingress to and from said land and across any other adjoining land owned by Lessor.  
The land hereby leased is situated in the County of Lubbock, State of Texas, and  
is described as follows:

Lessor's undivided 1/4 interest in and to all of the oil  
and gas in -

The East 1/2 of Survey No. 20, Block X, Lubbock  
County, consisting of 320 acres, more or less.

The West part of Survey No. 44, Block D-7, Lubbock  
County, consisting of 328 acres, more or less.

All of Survey No. 45, Block D-7, Lubbock County,  
consisting of 334 acres, more or less.

All areas are subject to Easements of Record.

This lease covers all of the land described above, including any interests therein  
that any signatory hereto has the right or power to lease. However, the Lessee  
must receive in writing from the Lessor prior approval to do any exploration or  
other work permitted in this lease in an area of agriculture research located in

the Northwest corner of Survey No. 45, Block D-7, Lubbock County. The area runs approximately 3,740 feet along the North line and is approximately 851 feet deep to the South. The bonus money paid for this lease is in gross, and not by the acre, and shall be effective to cover all such land irrespective of the number of acres contained therein, but the land included within this lease is estimated to comprise \_\_\_\_\_ acres, whether actually more or less, and such land is hereinafter referred to as the "leased premises".

TO HAVE AND TO HOLD the leased premises for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as oil and gas, or either of them, are produced from the leased premises.

In consideration of the premises, it is hereby agreed as follows:

1. ROYALTY ON OIL. Lessee shall deliver to Lessor, at the well or to the credit of Lessor in the pipeline to which the well may be connected, \_\_\_\_\_ of all oil and other liquid hydrocarbons produced and saved from the leased premises.

2. ROYALTY ON GAS. Lessee shall pay to Lessor as royalty on gas, including casinghead gas or other gaseous substances produced from said land and sold on or off the premises, \_\_\_\_\_ of the net proceeds at the well received from the sale thereof, provided that on gas used off the premises or by Lessee in the manufacture of gasoline or other products therefrom, the royalty shall be the market value at the well of \_\_\_\_\_ of the gas so used; as to all gas sold by Lessee under a written contract, the price received by Lessee for such gas shall be conclusively presumed to be the net proceeds at the well or the market value at the well for the gas so sold.

3. OIL AND GAS ROYALTIES. These royalties shall be paid to the General Land Office in Austin, Texas, to the credit of the Lessor on or before the last day of each month during the life of the rights purchased. The books of the Lessee pertaining to this lease shall be subject to the inspection and examination by the Lessor or any duly authorized representative of the Lessor.

4. SHUT-IN GAS ROYALTY. If at any time, or from time to time, either before or after the expiration of the primary term of this lease, there is any gas well on the leased premises which is capable of producing in paying quantities, but which is shut-in before or after production therefrom, such well shall be considered under all provisions of this lease as a well producing gas in paying quantities and this lease shall remain in force in like manner as though gas therefrom was actually being sold or used. In such event, Lessee covenants and agrees to pay Lessor, as royalty the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per annum for the period commencing on the date such well is actually shut-in, unless this lease is being maintained in force and effect by

some other provision hereof, in which event, such period shall commence on the date this lease ceases to be maintained in full force and effect by some other provision hereof. Payment or tender shall be sent to the General Land Office in Austin, Texas, to the credit of the Lessor. The first payment shall be due and payable on or before ninety (90) days after the date such well is shut-in, or ninety (90) days from the date this lease ceases to be maintained in force by some other provision hereof. Unless gas from such well is produced and sold or used prior thereto, except temporary sales, or use for lease operations, subsequent payments shall be due annually thereafter on the anniversary date of the period for which such prior payment was made. No additional payments shall be required if there is more than one shut-in gas well on the leased premises. The term "gas well" shall include wells capable of producing natural gas condensate, or any gaseous substance, and wells classified as gas wells by any governmental authority having jurisdiction.

5. DELAY RENTAL. If operations for drilling on the leased premises are not commenced on or before one (1) year from the date of this lease, as set forth above, this lease shall terminate as to both parties unless on or before one (1) year from the date of this lease, Lessee shall pay or tender to the Lessor a rental of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), per acre annually which shall cover the privilege of deferring commencement of such drilling operation for a period of twelve (12) months from the expiration of said one (1) year period. In like manner and upon like payments or tenders annually, the commencement of such operations may be deferred for successive periods of the same number of months, during the primary term. Payments or tenders will be made to the General Land Office in Austin, Texas, to the credit of the Lessor. Mailing of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude the termination of this lease.

6. DRILLING OPERATIONS. No drilling operations may be conducted within 300 feet of any building on the land without the consent of the Lessor. Also, such operations shall in no way interfere with the use of the land for University purposes and shall not cause abandonment of the property or its use for farm and experimental purposes.

If Lessee should drill and abandon as a dry hole a well on the leased premises, or if after the discovery of oil or gas, the production thereof should cease from any cause, and, in either event, there are no other producing wells on the leased premises or drilling or reworking operations are not being conducted thereon, this lease shall not terminate if Lessee commences reworking or additional drilling operations on the leased premises within sixty (60) days thereafter or, if it be within the primary term, Lessee commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental



paying date next ensuing after the expiration of ninety (90) days from the date of such abandonment or cessation of production. If such abandonment or cessation of production occurs at any time during the last fifteen (15) months of the primary term, no rental payment or drilling operations are necessary to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil and gas are not being produced from the leased premises but Lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such drilling or reworking operations are prosecuted, or reworking operations on any well or additional drilling operations are conducted on the leased premises with no cessation of more than sixty (60) consecutive days, and if any such operations result in production, then as long thereafter as such production continues.

7. USE OF OIL, GAS AND WATER FOR OPERATIONS. Lessee shall have the free use of oil, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder. If usable gas is produced by Lessee, he will make such gas available to Lessor on the leased premises for the purpose of running Lessor's irrigation well pumps and/or heating Lessor's buildings, all at no cost to Lessor. The royalty on oil and gas shall be computed after deducting the amount so used.

8. REMOVAL OF EQUIPMENT. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed on the leased premises by Lessee, including the right to withdraw and remove all casing except for water wells. (See 10. (g) ).

9. ASSIGNMENT OR CHANGE OF OWNERSHIP. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. All assignments must be filed in the General Land Office within 100 days accompanied by 10¢ per acre for each acre assigned. Such assignment shall not be effective until filed and payment made. No change or division in the ownership of the land, rentals or royalties, however accomplished, shall be binding upon Lessee for any purpose and shall not impair the effectiveness of any payment theretofore made by Lessee (irrespective of whether Lessee has either actual or constructive knowledge thereof) until sixty (60) days after such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of the land covered by this lease, the rentals payable hereunder shall be apportioned as between the several leasehold owners, ratably, according to the surface area of each, and a default in rental payment by one Lessee shall not affect the rights of other leasehold owners hereunder who make due payments of rentals. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of all obligations hereunder.



10. OTHER PROVISIONS. It is specifically understood and agreed that notwithstanding any other provision of this lease to the contrary the following special provisions shall apply:

- (a) The operations of the Lessee on the leased premises and his operations on other land of the Lessor shall be conducted in such manner that the Lessee shall prevent the contamination of any and all waters in, under or on said land whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production operations. Lessee shall prevent contamination of the surface of the above described land from salt water or other contaminating substance flowing over or seeping on to such land because of Lessee's operations. Lessee shall fence out all drilling site and slush pits or other pits which the Lessee may create, or cause to be located on such land so that the fluids therein or damaging substances thereof shall be wholly unavailable to livestock being grazed upon the above described land or any part thereof. Any salt water produced from wells drilled under this lease shall be injected into non-oil and gas bearing formations located below the fresh water bearing formations. Lessee will also provide protection from draining as provided in subchapter 109.76 of the Texas Education Code and may forfeit all rights for noncompliances.
- (b) Each tank battery shall have a dike built around the location of sufficient size and height to hold all oil which can be stored in the tank battery.
- (c) Each drill site shall be cleaned and leveled by the Lessee as soon as reasonably possible after the completion of each well in such manner that the land will be returned to its former condition as nearly as possible under the circumstances.
- (d) No road shall be made, used or constructed without first securing the consent of the Lessor as to the location or use of such road. All roads and locations made, used or constructed by the Lessee shall be terraced in such manner as to best control and prevent erosion.
- (e) Lessee shall pay for all damages caused by his operations to the land, growing crops, and livestock on said land.

- (f) The Lessee shall cement and properly plug all abandoned oil and/or gas wells, all core holes, and all seismographic exploration holes drilled by the Lessee on the above described land.
- (g) All water wells that may be drilled by the Lessee, his heirs or assigns, on the above described land will be properly cased, capped, plainly marked and properly identified and left for the use of the Lessor.
- (h) In the construction of roads, tank batteries and drilling locations and such other operations as may be carried on by the Lessee under this lease, the Lessee, his heirs or assigns, shall construct terraces at all cuts made in any canyon or hillside, so as to prevent erosion insofar as possible.
- (i) The Lessor does not warrant the title, either express or implied.
- (j) The Lessee shall not have the right to pool or unitize this land with any other tract of land without Lessor's prior written consent.
- (k) Lessee shall not use water from Lessor's wells, water pipelines and storage tanks. Lessee shall not use potable water found on the land covered by this lease for secondary recovery operations.

11. LESSOR INTEREST CLAUSE. If Lessor does not own, or have the right to lease, the entire mineral interest in the land described above, then the royalties, rentals, and any other sums payable hereunder, shall be reduced and payable only in the proportion that the interest covered by this lease bears to the entire mineral interest in the above described land.

12. SURRENDER. Lessee, its successors and assigns, shall have the right at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor accompanied by payment of \$1 for each area surrendered and by placing a release of record in the county, or counties, in which the leased premises are situated. Lessee shall not be relieved from any past due obligations of this lease as to the acreage so surrendered.

13. PARTIES BOUND. This lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns. Should any party named above as Lessor fail to execute this lease, or should any party execute this lease

who is not named above as a Lessor, it shall nevertheless be binding upon the party or parties executing the same.

14. HEADINGS FOR CONVENIENCE. The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph.

IN WITNESS WHEREOF, we sign the day and year first above written.

ATTEST:

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

---

Freda Pierce, Secretary

---

Robert L. Pfluger, Chairman

STATE OF TEXAS

X  
X  
X

COUNTY OF LUBBOCK

Before me, the undersigned authority, on this day personally appeared Robert L. Pfluger, Chairman of the Board of Regents of Texas Tech University known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

---

Notary Public in and for  
Lubbock County, Texas

TEXAS TECH PRESS

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, between Texas Tech University, hereinafter referred to as the Publisher, its successors and assigns, and

hereinafter called the Author, his heirs, executors, administrators, successors, and assigns, concerning a work now entitled

hereinafter referred to as the work.

AUTHOR'S WARRANTY

The Author represents and warrants:

1. That the Author is the sole proprietor of the WORK and has full power to enter into this agreement; that the WORK as submitted is innocent and without matter that is libelous or injurious or otherwise actionable or that will infringe any copyright, proprietary right at common law, or right of privacy; that the WORK has not been published, in whole or in part, except as heretofore communicated to the Publisher in writing; that the WORK has not been registered with the Copyright Office of the United States in any form, except as heretofore communicated to the Publisher in writing; and that if it should be necessary to incorporate in the WORK any material, illustrations, or text that has been published or is the property of others, the Author will incorporate such material only with the knowledge and consent of the Publisher and in accordance with numbered paragraph 6, below.

ASSIGNMENT OF COPYRIGHT

The Author agrees:

2. That by this agreement the Author specifically grants and assigns to the Publisher the entire copyright in the WORK, including the exclusive right to reproduce, publish, and distribute the WORK in any form and in any way throughout the world.

DOCUMENTS AND RELEASES

3. To take, on request of the Publisher, all necessary steps and execute and deliver all documents necessary or convenient for obtaining or registering copyright of the WORK, or both, in the United States and in other countries, and of any revisions or new editions thereof, and also to execute and deliver to the Publisher such licenses, assignments, work-made-for-hire releases, and other

documents as may be necessary or convenient to assure it and its representatives, successors, or assigns the exclusive right to reproduce, publish, sell, and otherwise exploit every right of copyright in said WORK, and any revision thereof, during the continuance of any such copyrights as the law allows.

#### LIABILITIES AND INDEMNITIES

4. That the Author and the Author's legal representatives will indemnify and hold the Publisher harmless from any claim, suit, proceeding, or prosecution, including the reasonable costs of defense (or any resulting liability, loss, expense, or damage), asserted or instituted by reason of publication or sale of the WORK and arising from a breach of the warranties set out in numbered paragraph 1 deriving from either (a) the intentional act of or lack of reasonable care by the Author; or (b) any material in the manuscript that the Publisher could not have determined, from a mere reading of the WORK, to be in violation of any of these warranties; or (c) the failure of the Author either to omit, to change, or to obtain releases for anything in the WORK when requested to do so by the Publisher.

#### DELIVERY OF MANUSCRIPT

5. To deliver to the Publisher on or before \_\_\_\_\_ a typewritten manuscript (which shall be the ribbon copy or a reproduction equal in clarity and permanence), complete except for index and including all copy for illustrations, maps, charts, drawings, or other material to be included in the WORK, all manuscript material in a form and style acceptable to the Publisher, and all illustrative material, at the Author's own expense, in a form suitable for reproduction; and furthermore, if in the Publisher's opinion the form of the manuscript or illustration copy or in due course the index is unsatisfactory, to do such additional work as may be necessary or to reimburse the Publisher for all expenses incurred by it in such revision as the Publisher may deem necessary, said reimbursement to be made within 60 days of publication, unless the Publisher agrees in writing to charge those costs against royalties accruing to the Author.

#### PERMISSION TO QUOTE

6. To obtain promptly and at the Author's own expense any permissions deemed necessary by the Publisher to quote from or reproduce copyrighted material or other material that is the property of others, in all markets, domestic and foreign, and to transmit such permissions or releases in writing to the Publisher with the final manuscript.

#### PROOFREADING

7. To perform with all reasonable diligence the usual duties of authors, including the return to the Publisher of all proof sent for correction, with all

corrections clearly marked; and to return with the last page proof copy for the index, if there is one, in form and style satisfactory to the Publisher, or to permit the Publisher to prepare the index at the Author's expense.

#### REVISIONS

8. To supply any new matter necessary from time to time to keep the WORK up to date and to revise the first and subsequent editions of the WORK, as may be desired by the Publisher. If for any reason the Author does not agree to supply such new matter or revise the WORK, or fails to do so after a reasonable time has been given, the Publisher may engage some competent person to do so, charging the cost for these services to the Author by adjusting the royalties to be earned by the revised edition.

#### EDITING

9. To permit the Publisher to edit the WORK for style, usage, and felicity in accordance with its usual practice, provided that the Author shall have an opportunity to read and correct the edited manuscript.

#### PERMISSIONS

10. To permit the Publisher to allow others to publish, with or without compensation, such selections from the WORK as it deems proper in the interests of the WORK, or such special or service editions (such as Braille) as the Publisher deems advisable.

#### PROMOTION COPIES

11. To permit the Publisher to donate free copies of the WORK for the use of the Texas Tech University Library and officials, for copyright purposes, and for such purposes of review and sales promotion as the Publisher deems necessary in the interest of the sale of the WORK.

#### COMPETING WORKS

12. To refrain from preparing or causing to publish in the Author's name or otherwise, without the consent in writing of the Publisher, any similar work or anything that may injure the sale of said WORK.

#### AUTHOR'S ALTERATIONS

13. To pay to the Publisher within 60 days of publication--unless the Publisher agrees in writing to charge these costs against royalties accruing to the Author--the cost of all Author's Alterations in galley and page proofs in



excess of 10% of the cost of the original composition thereof, and also the total cost of changes made by the Author in plates or negatives, provided the Publisher has made such plates or negatives from proofs approved by the Author.

#### AGREEMENT TO PUBLISH

The Publisher agrees:

14. To manufacture and publish the WORK with all reasonable dispatch, provided publication has not in the Publisher's judgment been jeopardized by delays by the Author or by other circumstances beyond the control of the Publisher, in such style as may accord with the established practice of the Publisher and to market the WORK in such manner (including price, title, date of publication, discounts, form and kind of advertising, number and distribution of free copies) as in its judgment best meets the requirements of the market.

#### ACCOUNTING

15. To render annual accounts and make payments to the Author on net sales as of August 31 and on or before December 1 of each year.

#### COPYRIGHT REGISTRATION

16. To copyright the WORK in the name of the Publisher in the United States and to take all reasonable steps to protect the rights of the Author and the Publisher under the copyright law of the United States, including registering the copyright of the published WORK, but not including the registration of the copyright in advance of publication, unless the Author so instructs the Publisher in writing and pays all costs incurred in accomplishing such registration. If the copyright in the WORK is infringed, the Publisher and the Author may jointly sue or otherwise take steps to protect the copyright, sharing both the expenses of the action and the recovered royalties and damages equally; or, if one party does not join in the action, the other may proceed at its own expense and retain all damages and recovered royalties, except that if the Publisher proceeds alone the Author will receive the Author's contractual share of recovered royalties, less the pro-rata share of the costs of the action.

#### AUTHOR'S COPIES

17. To furnish to the Author on publication ten copies of the complete WORK free of charge, and any further copies of the WORK desired by the Author, but not for resale, at a discount of 40% from the list price.

#### ROYALTIES



18. To pay the Author 20 percent of net from book sales of the work after production costs have been recovered and 50 percent of the amount received by the Publisher, after production costs have been recovered, from remainder sales or sale for republication, licenses, or assignment of rights of publication, adaptation, display, performance, translation, or reproduction by any means, rights of storage and retrieval by electronic methods, or rights of use of the WORK in whole or in part in any form.

#### INSURANCE OF MANUSCRIPT

It is mutually agreed:

19. That the Publisher will take the same care of the property in its hands under this agreement as it does of its own property, and will assume no further responsibility for the safety of such property unless it shall receive from the Author written request to keep the same insured at the Author's expense.

#### SELLING PRICE

20. That the list price of the WORK will be determined by the Publisher, and the Publisher shall have the right to put into effect such permanent or temporary reductions or increases in the list price (including prices for remainder purposes) as it deems proper.

#### IN PRINT PROVISIONS

21. That when, in the judgment of the Publisher, the demand for said WORK is no longer sufficient to warrant its continued manufacture and sale in a regular trade edition through normal retail and wholesale channels, the Publisher may keep the WORK in print by means of short-run editions, on-demand copies, single-copy licensing, or blanket licensing, or by normal printing and reproduction methods, reprographic processes, display devices, or other duplicating mechanisms producing either permanent or ephemeral copies.

#### REVERSION OF COPYRIGHT

22. That if the Publisher fails to keep the WORK in print in a regular trade edition, and

- (a) the annual English-language royalties from other means of sale, including licenses for any use of the WORK, fall below \$50 a year for two successive years, or
- (b) the Author has a bona fide offer from another publisher to reissue the unrevised WORK in a regular trade edition, communicated to the Publisher in writing,

the Author may in writing request that the Publisher reissue the WORK in a regular trade edition, and if the Publisher within 60 days does not notify the Author in writing that it will do so, or having so agreed does not issue such an edition within six months, then this agreement shall terminate and all rights granted to the Publisher shall thereupon automatically revert to the Author, except that the Publisher shall continue to receive its share of the proceeds of licenses that have theretofore been granted, and the Author shall be paid his or her share directly by the licensee.

#### OPTION ON OTHER PROPERTY

23. That upon the termination of this agreement, the Author may, by giving written notice to the Publisher within 60 days of termination, purchase from the Publisher the following materials and property interests: the bound copies at 25% of the list price; the sheet stock at 10% of the list price; the plates, engravings, standing type, offset negatives, and computer tape reels, if any, at 10% of their original cost, including cost of composition; and the right to photograph or otherwise to reproduce the Publisher's type-setting at the price of \$1.00 per page. Otherwise the Publisher may dispose of these materials, subject only to the royalty provisions of this agreement.

#### SUCCESSORS AND ASSIGNS

24. That this agreement shall be binding on the parties thereto, and upon their heirs, executors, administrators, successors, and assigns; and that neither party may assign its interest therein, except as a whole and with written notice to the other party, except that the Publisher may not, without written consent of the Author, assign, license, or otherwise transfer to others its initial obligation to publish.

#### CONTINGENCY

25. That this contract is contingent upon the Author's submission of a manuscript acceptable to the Publisher both in content and in form, and in accordance with numbered paragraph 5 of this contract.

#### GOVERNING LAW

26. That this agreement shall be interpreted under the laws of the State of Texas.

In witness whereof, the parties hereto have executed this instrument in duplicate as of the day and year first above written.

TEXAS TECH UNIVERSITY

By: \_\_\_\_\_

\_\_\_\_\_  
Author:

Social Security No.

PROPOSAL FOR ESTABLISHING AN ATHLETIC FACILITIES  
IMPROVEMENT ENDOWMENT FUND

Beginning date for establishing fund is 9-1-78.

Proposed Sources of Funds for establishing original endowment fund balance:

I. Surcharge on Option Area

Ticket Sales -

Fund Balance (15-910A)	\$ 46,965.00	
1977-78 Revenues (11-910A)	<u>44,600.00</u>	
Total from ticket surcharge		\$ 91,565.00

II. Stadium Rental (15-931A) 39,600.00

III. BISF Transfer Budgeted during 1977-78 91,788.00

IV. Excess funds currently recorded in BISF account (65-B101) 7,161.96

V. Additional Earnings on BISF balance (\$104,637.50) on time  
deposit (4 months X \$650/mo.) thru August 31, 1978 2,600.00

VI. Transfer of interest earnings on Athletic Fund Balance  
(11-901A) 12,000.00

Total funds expected to be available for establishing endowment fund as of 9-1-78	<u>\$244,714.96</u>
--	---------------------

The \$244,714.96 is anticipated as the original fund balance at 9-1-78. The fund will be established as a quasi-endowment. Primary sources of funds on a continuing basis after original establishment of the fund will be:

- |  |              |
|--|--------------|
| A. Annual transfer from the Athletic Department each<br>September 1 of an amount approximately equal to<br>the payment currently made to the Bond Interest<br>and Sinking Fund ..... | \$ 90,000.00 |
| B. Annual transfer from the Athletic Department each<br>January 1 of part of the proceeds from the surcharge<br>on Jones Stadium option seat tickets .....                           | \$ 25,000.00 |
| C. Annual transfer from interest earnings on Athletic<br>Fund Balance (11-901A) on September 1 each year .....   | \$ 12,000.00 |

- D. Earnings (interest) on BISF account funds remaining on time deposit until bonds are retired in 1982 at an estimated rate of 6½% compounded daily.
- E. Earnings (interest) on all funds deposited to endowment fund account with such funds on time deposit at an estimated interest rate of 6½% compounded daily.

TABLE B-1

REVISED 8/22/78

ATHLETIC FACILITIES IMPROVEMENT ENDOWMENT FUND

PROJECTED GROWTH OF FUND  
at 6.5%

	Date	Transfer from Athletics	Interest on Endowment	Interest BISF	Balance
Balance	09-01-78	\$	\$	\$	\$ 244,714.96
Transfer (Per Budget)	09-01-78	88,600.00			333,314.96
	09-18-78		1,252.14		334,567.10
FHA Cert.	09-18-78			23,125.00	357,692.10
	08-31-79		23,125.12	20,684.90	401,502.12
Trans.	09-01-79	90,000.00			491,502.12
Interest on Fund Balance	09-01-79	12,000.00			503,502.12
Surcharge	01-01-80	25,000.00	11,213.04		539,715.16
	08-31-80		24,204.89	15,602.38	579,522.43
	09-01-80	90,000.00			669,522.43
	09-01-80	12,000.00			681,522.43
	01-01-81	25,000.00	15,177.59		721,700.02
	08-31-81		32,502.62	9,651.85	763,854.49
	09-01-81	90,000.00			853,854.49
	09-01-81	12,000.00			865,854.49
	01-01-82	25,000.00	19,282.69		910,137.18
	08-31-82		40,989.13	3,878.10	955,004.41
	09-01-82	90,000.00			1,045,004.41
	09-01-82	12,000.00			1,057,004.41

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY

Lubbock, Texas

FOR BOARD ACTION OR RATIFICATION

Personnel Matters

Commissioning of Peace Officers

1. a. Commission as Peace Officer the following person effective the date indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971.

Name

Date

Ricky Dale Loper

August 27, 1978

Other Authorizations, Approvals  
and Ratifications

Supplemental Agreement to Diagnostic and Support Services Agreement - Lubbock  
County Hospital District

2. a. Ratify the following Supplemental Agreement to Diagnostic and Support Services Agreement, with Lubbock County Hospital District, originally approved in the Board meeting of February 3, 1978, Item MS38, recorded as the General Operating Agreement, and Amendment approved in the Board meeting of May 25, 1978, Item MS72.

THE STATE OF TEXAS

X  
X  
X  
X

SUPPLEMENTAL AGREEMENT TO DIAGNOSTIC  
AND SUPPORT SERVICES AGREEMENT

COUNTY OF LUBBOCK

This agreement between LUBBOCK COUNTY HOSPITAL DISTRICT (Hospital), TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE (Medical School), and TEXAS TECH UNIVERSITY (University) is a supplement to the Diagnostic and Support Services Agreement dated January 25, 1978, as amended June 1, 1978 (basic agreements). The terms of the basic agreements shall control in the event of any conflict between this agreement and the basic agreements.

The basic agreements provided that the parties would contract concerning certain services to be furnished the other. This agreement is for the purpose of describing those services and the manner of payment.

I.

SERVICES

The Medical School, either itself or by and through the University, shall provide the following: social work, bio-medical instrumentation, security services, nutrition services, communications, grounds maintenance, and data processing. The Hospital shall keep and maintain medical records for the Medical School for both in-patients and out-patients.

II.

As to each of the services described in Paragraph I:

1. The scope, level and costs of service shall be agreed upon annually and reflected in each party's budget.

2. Payment shall be made by the party receiving the service to the party rendering the service upon the following basis:

A. The payments will be based upon amounts, annually determined, as set forth in each respective party's budget for the specific unit of service for the period in which the services are rendered.

B. The payment for the services shall be subject to the continuing review process by each respective party to determine that the services received and the payments made are in conformity with the budgetary amount.



3. The personnel in each respective department furnishing the service shall consist of qualified personnel with appropriate education, experience and training.

4. Services provided by each party shall be performed in a good and workmanlike manner consistent with reasonable medical care and requirements and in a timely manner.

5. Either party may terminate this agreement as to any part or all of the services upon thirty (30) days' prior written notice.

6. Each employee rendering service shall continue to be an employee of the party delivering the service and that party shall be responsible for salaries, taxes, fringe benefits, retirement plans, professional liability insurance for its employees, worker's compensation and all other responsibilities attendant to any employee.

### III.

#### UTILITIES

1. The Medical School (acting for itself and Texas Tech University) shall furnish utilities (chilled water, steam, compressed air, treated water, electricity, domestic water, and natural gas) to the Hospital. The charges for the utilities shall be upon the following basis:

A. Utilities furnished to the Hospital property will be charged to the Hospital and at the same rate charges are made to the Medical School; but the charges to the Hospital shall not exceed its prorata part of the University's unreimbursed cost of operating the power plant with such costs including actual operating expense, amortization of existing bond debt and payment for contingency reserve (such reserve not in excess of twenty-five percent (25%) of the annual bond payment). At such time as the reserve shall equal a reasonable accumulated amount, the rates shall be reduced accordingly. Charges will be made on a monthly basis using meter readings and the monthly rate for each type of utility used.

B. The utilities for the space used and managed by the Hospital located in the Medical School buildings will be charged to the Hospital monthly on a percentage of square footage as shown on Exhibit "A" attached hereto and incorporated herein as if copied verbatim. The Hospital will have until September 1, 1978, to verify the square footage as shown on Exhibit "A". In the event the Medical School increases the total number of square feet used in its buildings, the percentage charged to the Hospital for utilities shall be reduced accordingly.

C. Payment of utility charges shall be made by the Hospital to the University Medical School promptly as billed and in accordance with

the cost calculation for both direct and indirect costs, separately itemized, as set forth in the second paragraph of amended Article VI of the basic agreements.

D. This agreement, insofar as utilities are concerned, shall be effective January 1, 1978, and shall continue until terminated by either party by giving three years' written notice to the other party. The monitoring of utility charges made to the Hospital shall be a continuing and on-going matter in accordance with the basic agreement between the parties with adjustment in charges made from time to time by agreement between the parties.

2. If any capital outlays, for whatever reason, for either plant or equipment, are required to enlarge the power plant for furnishing the services and utilities to the Medical School and the Hospital, these costs shall be borne by the University. The recovery of such costs by the University shall be through the utility rate structure, but no new cost shall be incurred that increases the rates to the Hospital without the prior written consent of the Hospital and the Medical School. Each party upon reasonable request shall have the right to audit the records of any other party to assure compliance with this agreement.

#### IV.

##### EQUIPMENT

1. The Medical School agrees to share the equipment, as provided in Article V of the basic agreement, with the Hospital. Attached hereto labeled Exhibit "B" and incorporated herein as if copied verbatim is a list of the equipment belonging to the Medical School but which is shared with the Hospital in space provided by the Medical School. The operation of the equipment shall be with the Hospital. Any additional equipment in these areas acquired by the Medical School shall be subject to the terms of this agreement and added to Exhibit "B".

2. It is agreed that the Medical School is receiving a significant consideration from the Hospital for the services provided by the Medical School to the Hospital as set forth in other paragraphs of this agreement. In addition, the Medical School will continue, under the terms of this agreement, to have significant benefits from the equipment. Therefore, the Hospital shall not be required to pay any sums to the Medical School for the use of the equipment.

3. Patient care equipment--The Hospital shall have the right to return any patient care equipment listed on Exhibit "B" and to request the removal of any item from the list upon 120 days' prior written notice to the Medical School and be executing the special form designed for adjustment to the inventory list.

4. Administrative equipment--The Medical School shall have the right to remove any of the administrative equipment listed on Exhibit "B" and recover the items upon 120 days' prior written notice to the Hospital. The Medical School shall remove all such administrative equipment no later than August 1, 1979.

5. At such time as any item of equipment, either patient care or administrative, reaches the end of its useful life, as determined mutually by the parties, it may be removed.

6. The patient care equipment and administrative equipment listed on Exhibit "B", including any which may be added by the Medical School during the term of this agreement, will remain the property of the Medical School. It shall be safeguarded and maintained in good condition by the Hospital and shall be returned to the Medical School in good condition, normal wear and tear excepted.

7. Personnel from the Medical School and Hospital will take an annual inventory to verify the accuracy of inventory shown on Exhibit "B" and will make any corrections found necessary and designate the property owned by the Medical School and Hospital separately. On or before August 1, 1978, the parties shall take an actual physical inventory with a detailed list of items, which inventory shall be jointly approved by both parties.

8. The Hospital may add equipment to the space provided by the Medical School which shall remain the property of the Hospital.

9. The use of the equipment and the space except as provided above may be terminated upon one year's prior written notice.

10. The Hospital shall provide hazard insurance upon the equipment.

11. The Hospital shall bill and make the collections for use of the equipment.

V.

PHYSICIANS' SERVICES

1. Medical School physicians shall provide clinical (diagnostic and treatment) and medical administrative services to the Hospital for its in-patients, out-patients, and emergency room patients. Additional services, or deletion in services, may be made upon prior written approval by both parties.

2. The Hospital shall pay to the Medical School \$198,000.00 for the period from June 1, 1978, to December 31, 1978, in equal monthly installments beginning July 1, 1978. The Medical School shall be responsible for all withholding taxes, social security, and all employee fringe benefits. The

physicians or other Medical School staff rendering the services shall be employees of the Medical School and in no way shall they be considered employees of the Hospital. The physicians shall, however, be subject to the rules and regulations of the Hospital. The Medical School shall be responsible for all malpractice and professional liability insurance for its physicians who render the services.

3. There shall be at least the equivalent of four (4) full time, fully qualified physicians assigned by the Medical School to the emergency room. The Hospital shall bill for and retain the professional fees for the emergency room services of these physicians. The physicians who are so assigned are subject to approval by the Hospital. The physicians assigned to the emergency room shall provide services 24 hours per day, seven days per week.

4. The Medical School will provide administrative services to the Hospital's Departments, such as Pathology, Radiology, Anesthesia, Respiratory Therapy, Surgery, Medicine, Pediatrics, and Ob/Gyn.

5. Physicians' fees for services to the Hospital's in-patients and out-patients (other than the emergency room) shall be billed by the Medical School and the Hospital shall have no responsibility for payment of these fees.

6. Payment for the services provided in this Article for future years shall be determined as provided in Article II, Subparagraphs 1 and 2.

EXECUTED this 28th day of July, 1978.

LUBBOCK COUNTY HOSPITAL DISTRICT

By: /s/ J. C. Rickman  
J. C. Rickman

ATTEST:

/s/ Joe A. Stanley  
Joe A. Stanley

TEXAS TECH UNIVERSITY SCHOOL OF  
MEDICINE

By: /s/ Cecil Mackey

ATTEST:

TEXAS TECH UNIVERSITY

By: /s/ Cecil Mackey

ATTEST:

APPROVED:

COMMISSIONERS COURT OF  
LUBBOCK COUNTY, TEXAS

By: /s/ Rodrick L. Shaw

Rodrick L. Shaw  
County Judge

APPROVED AS TO FORM:

/s/ Alton R. Griffin

Alton Griffin, Counsel for  
Commissioners Court of  
Lubbock County, Texas

\* \* \* \* \*

Out of Country Leaves

2. b. Approve leave for Dr. Donald E. Orr, Jr., Assistant Professor of Animal Science, from 9:00 a.m. October 4, 1978 to 7:00 p.m. October 29, 1978, to go to Brussels, Belgium; Zurich, Switzerland; Vienna, Austria; Madrid, Spain; and London, England. In Zurich he will attend an International Symposium, and present a paper, and in Madrid he will attend the 3rd World Congress on Animal Feeding and present a paper. At the other cities he will visit state farms and swine research centers. Duties performed are a part of the responsibilities of the position held. Information gained and contacts made will be beneficial to the teaching and research at Texas Tech University. (Estimated cost \$400.00, Account No. 12-510C-200004; \$400.00, Account No. 12-G001-200000).

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Appointments - General Administration,  
Teaching, and Non-Classified Positions

3. July through August, 1978

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Adams, Joyce M. Lecturer	English	9/1/78 5/31/79	\$10,500.00 9 months
Bauer, Mary Ann Visiting Assistant Professor	Education	9/1/78 5/31/79	16,000.00 9 months
Brown, Robert M. Adjunct Assistant Professor	Law	9/1/78 1/15/79	4,500.00 4½ months
Chothowski, Henry Francis Visiting Assistant Professor	Art	9/1/78 5/31/79	13,000.00 9 months
Dillingham, John Michael Assistant Professor	Agricultural Ed. & Agri. Engr.	9/1/78 5/31/79	15,587.00 9 months
Dodson, Carolyn Sue Assistant Professor	Clothing & Textiles	9/1/78 5/31/79	15,500.00 9 months
Dometrius, Nelson C. Visiting Assistant Professor	Political Science	9/1/78 5/31/79	14,500.00 9 months
Finnegan, John P. Visiting Assistant Professor	History	9/1/78 5/31/79	11,000.00 9 months
Garg, Arun Visiting Assistant Professor	Industrial Engineering	7/17/78 8/26/78	3,000.00 6 weeks
Geders, Jane M. Assistant Professor	Food & Nutrition	9/1/78 5/31/79	15,000.00 9 months
Griffin, Willis F. Visiting Lecturer	Architecture	8/7/78 8/11/78	1,150.00 5 days
Grigsby, Jefferson E. Jr. Visiting Lecturer	Art	7/17/78 7/21/78	525.00 5 days
Jones, Tom W. Assistant Professor	Education	9/1/78 5/31/79	15,800.00 9 months



<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Koeller, Shirley Ann Assistant Professor	Education	9/1/78 5/31/79	\$17,250.00 9 months
Lilly, Martha S. Lecturer	Business Administration	9/1/78 5/31/79	9,500.00 9 months
Lyday, Charles L. Visiting Assistant Professor	English	9/1/78 5/31/79	12,500.00 9 months
Lytle, Richard C. Assistant Professor	Mass Communications	9/1/78 8/31/79	22,000.00 12 months
McDaniel, Ruth Currie Visiting Assistant Professor	History	9/1/78 5/31/79	11,000.00 9 months
Marra, James L. Lecturer	Mass Communications	9/1/78 5/31/79	17,500.00 9 months
Michalik, Chester J. Visiting Associate Professor	Art	7/17/78 8/4/78	1,800.00 3 weeks
Milonadis, Konstantin Visiting Lecturer	Architecture	7/24/78 7/28/78	1,000.00 5 days
Moody, Robert J. Visiting Assistant Professor	Political Science	9/1/78 5/31/79	13,500.00 9 months
Moore, Marion E. Visiting Associate Professor	Math	7/17/78 8/26/78	2,000.00 6 weeks
Myles, Charles W. Assistant Professor	Physics	10/16/78 5/31/79	16,500.00 7½ months
Pellegrino, Ronald Associate Professor	Music	9/1/78 5/31/79	19,000.00 9 months
Pendleton, Michael S. Visiting Assistant Professor	Political Science	9/1/78 5/31/79	13,500.00 9 months
Perez, Albert Adjunct Assistant Professor	Law	9/1/78 1/15/79	2,500.00 4½ months
Pinhey, Thomas Knevitt Visiting Assistant Professor	Sociology	9/1/78 5/31/79	13,500.00 9 months
Pross, Edith Visiting Lecturer	Classical & Romance Languages	9/1/78 5/31/79	14,400.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Ramsey, Richard D. Lecturer	English	9/1/78 5/31/79	\$10,500.00 9 months
Rassman, Neal Assistant Professor	Park Adm. & Land- scape Architecture	9/1/78 5/31/79	16,000.00 9 months
Schneider, Michael J. Visiting Assistant Professor	Speech Communication	9/1/78 5/31/79	14,000.00 9 months
Simms, John Carson Visiting Lecturer	Math	9/1/78 5/31/79	12,400.00 9 months
Smith, William V. Visiting Lecturer	Math	9/1/78 5/31/79	12,400.00 9 months
Spallholz, Julian E. Associate Professor	Food & Nutrition	9/1/78 1/15/79	10,000.00 4½ months
Tarabay, Ajaj A. Visiting Lecturer	Math	9/1/78 5/31/79	12,400.00 9 months
Tedesco, Marie Visiting Assistant Professor	History	9/1/78 5/31/79	11,000.00 9 months
Wiley, Mary Anne Adjunct Assistant Professor	Law	9/1/78 1/15/79	2,500.00 4½ months
Willis, Jerry W. Associate Professor	Education	7/17/78 8/26/78	1,421.00 6 weeks
Woodruff, Margaret Visiting Assistant Professor	Germanic & Slavic Languages	7/17/78 8/7/78	1,800.00 3 weeks

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching and Non-Classified Positions  
4. July through August, 1978

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Bertrand, Anson R. Professor & Dean	College of Agri. Sciences	7/7/78
Breback, Emily S. Visiting Assistant Professor	English	8/31/78
Carter, Stephen L. Lecturer	English	5/31/78
Cheatham, Thomas R. Associate Professor	Speech Communication	7/17/78
Draper, David J. Associate Professor	Speech Pathology & Audiology	8/1/78
Farkas, David K. Visiting Assistant Professor	English	5/31/78
Garstka, John E. Assistant Professor	Art	8/31/78
George, John E. Associate Professor	Biological Sciences	8/31/78
Greene, Wayne Assistant Professor	Art	8/31/78
Hamlin, A. Norman Visiting Associate Professor	Theatre Arts	7/15/78
Heck, William Visiting Lecturer	Math	5/31/78
Hickey, Donald R. Visiting Assistant Professor	History	7/12/78
Hull, Galen Visiting Associate Professor	Political Science	7/17/78

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Kedia, Banwari Assistant Professor	Business Administration	8/31/78
Quigg, David Lecturer	Math	7/15/78
Rosenblatt, S. Bernard Professor	Mass Communications	7/15/78
Shanklin, Carol W. Assistant Professor	Food & Nutrition	8/15/78
Williford, Julian H. Assistant Professor	Food & Nutrition	8/31/78

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Professorial Appointments  
July through August, 1978

5.

AGRICULTURE

Agricultural Education	
Assistant Professor	1
Park Administration & Landscape Arch.	
Assistant Professor	1

ARTS AND SCIENCES

Art	
Visiting Associate Professor	1
Visiting Assistant Professor	1
Visiting Lecturer	1
Classical & Romance Languages	
Visiting Lecturer	1
English	
Visiting Assistant Professor	1
Lecturer	2
Germanic & Slavic Languages	
Visiting Assistant Professor	1
History	
Visiting Assistant Professor	3
Mass Communications	
Assistant Professor	1
Lecturer	1
Mathematics	
Visiting Associate Professor	1
Visiting Lecturer	3
Music	
Associate Professor	1
Physics	
Assistant Professor	1

Political Science	
Visiting Assistant Professor	3
Sociology	
Visiting Assistant Professor	1
Speech Communications	
Visiting Assistant Professor	1
<u>BUSINESS ADMINISTRATION</u>	
Lecturer	1
<u>EDUCATION</u>	
Associate Professor	1
Assistant Professor	2
Visiting Assistant Professor	1
<u>ENGINEERING</u>	
Architecture	
Visiting Lecturer	2
Industrial Engineering	
Visiting Assistant Professor	1
<u>HOME ECONOMICS</u>	
Clothing & Textiles	
Assistant Professor	1
Food & Nutrition	
Associate Professor	1
Assistant Professor	1
<u>LAW</u>	
Adjunct Assistant Professor	3
TOTAL	<u>40</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Professorial Resignations  
July through August, 1978

6.

AGRICULTURE

Plant & Soil Science	
Professor	1

ARTS AND SCIENCES

Art	
Assistant Professor	2

Biological Sciences	
Associate Professor	1

English	
Visiting Assistant Professor	2
Lecturer	1

History	
Visiting Assistant Professor	1

Mass Communications	
Professor	1

Mathematics	
Lecturer	1
Visiting Lecturer	1

Political Science	
Visiting Associate Professor	1

Speech Communications	
Associate Professor	1

Speech Pathology & Audiology	
Associate Professor	1

Theatre Arts	
Visiting Associate Professor	1

BUSINESS ADMINISTRATION

Assistant Professor	1
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HOME ECONOMICS

Food & Nutrition  
Assistant Professor

2

TOTAL

18

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Faculty and Professional Staff Appointments  
other than Professorial Ranks  
July through August, 1978

7.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Instructor -----	1	-0-
2. Instructor, Part-time (non-student) ----	-0-	-0-
3. Part-time Instructor (Grad. student) ---	23	-0-
4. Teaching Assistant -----	58	21
TOTAL -----	82	21

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Official Travel  
July through August, 1978

8.

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>	
a. To Present an Original Research Paper -----	37	
b. To Attend a Professional Meeting -----	136	
c. Trip in Conjunction with Research Project -----	24	
d. Trip Required in Performance of University Duties -----	<u>47</u>	
Total -----	<u>244</u>	
2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	130	\$38,666.83
b. From Auxiliary Accounts -----	-0-	-0-
c. Gifts, Grants and/or Contract Research -----	114	44,056.78
d. From Current Restricted Funds -----	-0-	-0-
e. From Museum -----	-0-	-0-
f. From Revolving Funds -----	-0-	-0-
g. From Agency Funds and Other Sources -----	-0-	-0-
h. From Unappropriated Funds -----	<u>-0-</u>	<u>-0-</u>
Total -----	<u>244</u>	<u>\$82,723.61</u>

\* Federal  
\*\* Private

TEXAS TECH UNIVERSITY  
Lubbock, Texas

(12-State Appropriated Funds  
(22-Sponsored Funds from Federal,  
Private and Other Sources

9.

For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A177-200000**	Aquatrols Corp. of America	Aquatrols Research	Ronald Smith	Pl. & So. Sci.	2/01/78 8/31/78	\$ 300
22-A108-200000**	Pioneer HiBred	Sorghum Genotype Response to Available Soil Moisture	Dan Krieg	" " "	9/01/77 8/31/78	5,000
22-C632-200000**	Charles Sanders Peirce Found.	Proceedings of the Charles Sanders Peirce Congress	Dilford Carter Kenneth Ketner	Grad. Sch.	2/01/78 1/31/79	1,500
12-C643-200000	OR 12-C702-200000	Creative Production in Clay	Verne Funk	Art	9/01/77 8/31/78	700
12-530B-200039	SI 12-530B-200000	Development & Adaptability of a Small Hand-Viewer for Rapid Grading of Wool...	Max Lennon	Ani. Sci.	" " "	3,597
22-A178-200000*	USDI	The Herpatofauna of the Guadalupe Mountains National Park, Tx.	John Garcia	R&WL	2/28/78 2/15/79	8,533
22-A179-200000*	USDI	The Ecological Impact of Large Game Animals in the Guadalupe Mountains	David Simpson	"	2/28/78 12/31/78	6,390
22-A180-200000*	National Park Service	The Ecology & Population Dynamics of Elk in Guadalupe Mountains Nat'l Park	" "	"	3/08/78 2/15/79	17,215
22-C581-200002*	Veterans Administration	VA Counseling Contract	Roger Greene	Psy.	1/01/78 12/31/78	35,285

Board Minutes  
September 29, 1978  
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Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C633-200000*	NSF	International Symposium on Superheavy Elements	M.A.K. Lodhi	Physics	3/01/78 2/28/79	\$ 2,000
22-E159-200000**	Energy Foundation of Texas	Fluid Degredation Failure Modes of Organic Heat Transfer Oils for .....	Davis Clements	Chem.Eng.	1/01/78 4/30/78	7,500
22-E160-200000**	" "	Thermally Stable Polymer Coating for Solar Collectors	Richard Tock	" "	" " "	7,170
22-H540-200000**	Tenn. Valley Authority	AAHE/Syndicated Newspaper Column	Cora McKown	Home Eco.	1/01/78 9/30/78	1,000
22-E137-200001	New Mexico State Planning Office	New Mexico Historic Engineering Site Inventory, Phase II	Randy Henson	Civil Eng.	3/15/78 3/14/79	34,300
22-H015-200000	St. Dept. of Public Welfare	Homemaker Services for Demonstration Project.....	Cylian Law	H&FL	9/01/77 8/31/78	4,000
22-E161-200000**	Cotton Inc.	An Economic Evaluation of South Plains Ginning Waste as a Raw Material....	Milton Smith	Ind. Eng.	2/15/78 7/15/78	6,515
22-C188-200000*	NSF	Physiology of an Insect Equilibrium Receptor System	Bernard Hartman	Biol. Sci.	3/15/78 8/31/80	28,345
22-C634-200000*	DOE	High School Science Faculty Institute	Thomas O'Brien	Chemistry	3/01/78 2/28/79	15,703
22-C635-200000*	NEA	Artists, Critics, Photographers & Craftsmen in Residence	James Broderick	Art	3/01/78 12/31/78	1,500
12-510B-200023	SI 12-510B-200000	Vegetable Production & Conservation of Water by Use of Trickle Irrigation....	D.G. Miller	Pl.&Soil Science	3/13/78 8/31/78	4,888

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C190-200000	Texas Energy Advisory Council	Solar Energy: An Economic Analysis	Lewis Hill	Economics	4/05/78 8/31/79	\$ 18,849
22-C189-200000*	Navy	Appraisal Alternatives to Current System Evaluation Techniques	Douglas Chatfield	Psy.	4/06/78 12/05/78	9,952
22-0017-300000*	NSF	The Geology of Marie Byrd Land, Antarctica	Alton Wade	Museum	4/01/78 9/30/79	28,484
12-510B-200024	SI 12-510B-200022	Insect Pests - Computer Modeling	Stuart Pimm	Biology	4/01/78 8/31/78	750
22-E054-200003**	Texas Power & Light	Power System Studies	John Craig	Elec. Eng.	4/04/78 12/31/78	8,000
22-C638-200000	Coordinating Board	Coping with West Texas' Twin Crisis-Water & Energy	Frank Baird	Pol. Sci.	3/21/78 6/30/79	13,963
22-E124-200001*	Navy	Associate Joint Services Electronic Program	Richard Saeks	Elec. Eng.	3/01/78 2/28/79	173,500
22-E163-200000	Tx. Energy Council	Demonstration of a Low Cost, Indirect, Evaporative Cooling System	Jerry Dunn	Mech. Eng.	4/05/78 8/31/79	13,406
22-A182-200000*	USDA	Development of Procedures for Evaluating & Reducing Impact of Recreational.....	Lloyd Urban Jim Mertes	Civil Eng. Park Ad.	12/05/77 12/31/79	18,122
22-C085-200003**	R.A. Welch Found.	Studies of Radical & Cation Radical Intermediates in Organic Reactions	Henry Shine	Chemistry	6/01/78 5/31/79	24,000
22-0018-300000	Tx. Dept. of Public Safety	Archeological Survey of Proposed Radio Tower Site in Lubbock, Texas	Eileen Johnson	Museum	12/19/77 8/31/78	320

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A184-200000**	Cotton Inc.	The Cotton Ginning Industry-Structural Adjustments Over Time.....	James Graves	Ag. Eco.	6/01/78 12/31/78	\$23,868
22-C194-200000*	NASA	Physiology of an Insect Equilibrium Receptor System	Bernard Hartman	Biol.	5/01/78 4/30/79	21,178
22-C192-200000*	NSF	Picosecond Spectroscopy & Photochemical Pathways	Wilse Robinson	Chemistry	6/01/78 11/30/79	56,000
22-H541-200000*	NSF	Interactive Study Group Instructional Strategy for Nutritional Science	Angela Boren	F&N	4/10/78 9/30/80	25,000
22-E123-200002*	DOE	Crosbyton Solar Power Project	John Reichert	EE	3/20/78 6/30/78	50,000
22-C196-200000*	Sandia Labs	Modeling for Nuclear Waste Disposal	James Davenport	Math	5/25/78 9/17/78	8,797
22-E165-200000*	NSF	Continuation Methods in Computer-Aided Designs	Kwong Chao	EE	5/01/78 10/31/80	37,421
22-C193-200000*	NSF	Cation Radicals in Organic Reactions	Henry Shine	Chemistry	6/01/78 5/31/79	60,000
22-C195-200000*	USDI	Investigation & Report Mammals of the Northern Great Plains	Knox Jones	Biol.	2/20/78 9/30/78	11,330
22-C191-200000*	NIH	Improved Diazonium Ion Reagents for Clinical Tests	Richard Bartsch	Chemistry	6/01/78 5/31/79	8,630
22-E162-200000	TEAC	Superabsorbent Polymers for Dehumidification	Richard Tock	Chem. Eng.	4/05/78 8/31/79	11,000



Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C088- 200003**	R.A. Welch Found.	Solid State Studies	Richard Wilde	Chemistry	6/01/78 5/31/79	\$17,000
22-C086- 200003**	" " "	Crown Ether Assisted Exchange Reactions on Vitamin B <sub>12</sub> Models	Gary Blackmer	"	" " "	17,000
22-C084- 200003**	" " "	Stereochemistry & Coordination Chemistry of Group Va Compounds	Jerry Mills	"	" " "	15,000
22-C081- 200003**	" " "	Synthetic Routes to Sesquiterpenes	John Marx	"	" " "	15,000
22-C080- 200003**	" " "	Biosynthesis of Ergot Alkaloids	John Anderson	"	" " "	14,000
22-C118- 200002**	" " "	Elimination Reactions Forming Carbon- Heteroatom Multiple Bonds	Richard Bartsch	"	" " "	15,000
22-C197- 200000**	" " "	Oxidation-Reduction Reactions of Iron in Biochemical Systems	David Knaff	"	" " "	15,000
22-C155- 200001**	" " "	Recognition Mechanisms of Specific DNA Ligands	Jack Sevall	"	" " "	12,000
22-C122- 200002**	" " "	Mechanisms of Reactions of Organic Sulfur Compounds	John Kice	"	" " "	24,000
22-C090- 200003**	" " "	Nature of the Chemical Bond by Soft X-Ray Spectroscopy	Das Gupta	Physics	" " "	18,000
22-C089- 200003**	" " "	The Effects of Valency on the Elastic & Superconducting Properties of Metals..	Bill Marshall	"	" " "	18,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E164-200000*	AFOSR	Numerical Analysis of the Flow in the Connecting Passage Between ....	Allen Goldman	Mech.Eng.	6/01/78 5/31/79	\$ 9,915
22-E077-200003*	AFOSR	Resolution Space, Networks & Non-Self-Adjoint Spectral Theory	Richard Saeks	EE	4/01/78 10/31/78	19,257
22-A183-200000*	USDA	Use & Productivity of Mule Deer in the Texas Panhandle	Fred Bryant	R&WL	6/01/78 6/30/81	20,980
22-A186-200000*	USDA	Cooperative Agreement with Forest Service, USDA	James Mertes	Park Admin.	5/09/78 5/08/79	2,000
22-C199-200000*	AFOSR	Studies of H <sub>n</sub> F <sub>n</sub> Oligomeric Species	Richard Redington	Chemistry	6/01/78 5/31/79	10,000
22-C198-200000**	Texas Vet Lab	Feedlot Diseases	Clarence Baugh	Biol. Sci.	4/01/78 3/30/79	500
22-C117-200002*	NIH	Analysis of DNA Binding Nonhistone Chromosomal Proteins	Jack Sevall	Chemistry	6/01/78 5/31/79	23,934
22-C200-200000*	U.S. Civil Service Comm.	Feasibility Study of a Municipal Data Processing Consortium	Joseph Cayer	Cen. for Public Ser.	4/01/78 10/31/78	5,706
22-C125-200001*	NSF	Uniqueness and Hypoellipticity for Partial Differential Equations	Louis Hunt Monty Strauss	Math	4/17/78 11/30/80	35,301
22-E565-200000*	NSF	Undergraduate Semiconductor Device Fabrication Projects	William Portnoy	Elec. Eng.	4/10/78 9/30/80	13,800
22-C201-200000*	NSF	Continental Volcaniclastics, Volcan de Fuego, Guatemala	David Davies	Geosci.	5/01/78 10/31/80	29,933
12-C648-200000	OR 12-C702-200000	Perceptions of Persuasion Situations	Michael Cody	Speech	9/01/77 8/31/78	650

Account No.	Source	Short Title	Prin. Inv. Or Institute Director	Dept.	Period	Amount
22-A187- 200000*	USDA	Economics of Playa Lakes Under Hunt- ing Use	David Simpson	R&WL	6/01/78 12/31/79	\$20,000
22-C639- 200000	Coordinating Board	Texas Statewide Corrections Intern Program	Jerry Matthews	Sociology	6/01/78 8/31/78	2,310
22-C641- 200000*	Dept. of Interior	Contract Archeology Process	William Mayer- Oakes	Anthro.	5/17/78 8/31/78	11,700
22-C202- 200000	IAC	Optimum Vinification Procedures	Roy Mitchell	Chemistry	5/15/78 8/31/78	12,500
22-A551- 200000	TEA	Special Workshop in General Ag. Mechanics for Vocational Agriculture...	Lewis Eggen- berger	Ag. Ed.	5/01/78 6/30/78	18,268
22-Z555- 200000	Governor's Committee on Aging	Telephone Reassurance + Information Referral Techniques	Paul Knipping	Center for Aging	5/04/78 5/24/78	965
22-E166- 200000**	Arizona State Parks	Yuma County Historic Engineering Site Inventory - Phase I	Randy Henson	Civil Eng.	5/12/78 10/09/78	4,000
22-A188- 200000**	Velsiocl Chemical	Sand Shin Oak Control with VEL-5026	Russ Pettit	R&WL	5/01/78 12/31/78	1,600
22-C159- 200001**	Cotton Inc.	Anatomical Analysis of Cotton Wastes	P.R. Morey	Biol.	1/01/78 12/31/78	25,000
22-C185- 200000	TDWR	Satellite Study of Clouds & Cloud Systems in the High Plains.....	Gerald Jurica	Geosci.	5/01/78 8/31/79	21,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E169-200000**	Energy Foundation of Texas	Analysis of Extreme Winds on Solar Tower Generators	Joe Minor	Civil Eng.	5/01/78 4/30/79	60,000
22-C160-200001**	El Paso Products	An Investigation of Some Quinacridine Pigments	John Marx Arthur Draper	Chem.	6/01/78 5/31/79	15,030
22-Z541-200004*	HEW	Research & Training Center in Mental Retardation	Gerard Bens-berg	R&TC	6/01/78 5/31/79	450,000
22-E167-200000*	DOE	Trans-Pecos Photovoltaic Concentration Experiment	William Marcy Richard Dudek	Ind. Eng.	6/01/78 2/28/79	411,193
22-E168-200000*	NSF	Unified Approach to the Design of Window Glass Subjected to.....	Joe Minor Lynn Beason	Civil Eng.	4/15/78 9/30/79	113,012
22-C203-200000**	Sandia Laboratories	Vegetation Successional Studies	David North-ington	Biol. Sci.	5/31/78 9/30/78	18,151
22-T527-200002*	HEW	Upward Bound	Julio Llanas	Upward Bound	6/01/78 5/31/79	133,214
22-C158-200001*	NIH	Trash Analysis in the Cotton Garnet-ting Industry	Philip Morey	Biol. Sci.	6/01/78 5/31/79	28,856
22-A190-200000**	Hubbard Milling Co.	Effects of Feeding Formaldehyde Treat-ed Soybean Meal to Growing Lambs	Reed Richard-son	Ani. Sci.	5/15/78 5/14/79	2,250
22-A156-200000**	Southwestern Public Service	Irrigation Quantity & Quality at Jones Station	Richard Zart-man	P&SS	5/24/78 12/31/79	2,500
22-C640-200000*	Earhart Foundation	Responsibility, Commitment & Community	Clarke Cochran	Pol. Sci.	5/01/78 4/30/79	3,439

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C072-200003*	R. A. Welch Found.	Excited States & Photochemistry of Photobiological Receptors	Pill-Soon Song	Chem.	6/01/78 5/31/79	18,000
22-E055-200001	City of Lubbock	Research, Monitoring & Advisory Services on Canyon Lakes Water Quality	Bob Sweazy	WRC	10/01/77 9/30/78	10,286
22-A189-200000*	USDA	The Dispersal & Establishment of Barbary Sheep in the Southern Great...	David Simpson	R&WL	6/01/78 12/31/79	18,355
22-E566-200000*	DOE	Small Toroidal Plasma Devices Users Meeting	Magne Kristiansen	EE	5/01/78 8/31/78	2,500
22-E547-200003*	NSF	Undergraduate Research Participation	Erich Kunhardt	EE	6/01/78 5/31/79	17,980
22-C154-200001*	NIH	Ionophoric Stabilization of Carcinogen Intermediates	Richard Bartsch	Chemistry	6/01/78 5/31/79	16,008
22-T530-200000*	HEW	Preparation of Professional Personnel in the Education of Handicapped..	Gary Blackburn	Ed.	" " "	40,000
22-T531-200000*	HEW	Preparation of Consulting TCHR Personnel in the Area of Multihandicapped...	Virginia Sowell	Ed/	" " "	50,000
22-C204-200000*	NSF	Local Function Theory & Geometry of Submanifolds of Cn	Gary Harris	Math	6/01/78 11/30/80	11,642
22-A191-200000*	USDA	The Role & Use of Fire in Southern Desert Grassland	Henry Wright	R&WL	6/09/78 9/30/79	16,010
22-H542-200000	Governor's Comm. on Aging	South Plains Rural Nutrition Project In-Service Training	Joe Williford	F&N	5/10/78 7/31/78	1,100
22-E170-200000*	USDI	Biomechanics in Low Coal	M.M. Ayoub	Ind. Eng.	6/15/78 10/14/79	5,000
22-C205-20000	TDWR	Rain Cell Climatology for the HIPLEX Southern Region	Don Haragan	Geosci.	5/19/78 8/31/78	10,065

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-D525-200000	SPAG	Center for Studies on Aging	Paul Knipping	Center for Aging	3/01/78 2/28/79	5,950
22-C639-200000	Coordinating Board	Texas Statewide Corrections Intern Program	Jerry Matthews	Sociology	6/01/78 8/31/78	470
22-0019-200000	Texas Historical Comm.	Lubbock Lake Site - Phase V	Eileen Johnson	Museum	5/01/78 6/30/79	20,000
22-C206-200000*	NSF	Robust Discriminant Analysis	W. J. Conover	Math	6/01/78 11/30/79	12,806
22-E123-200002*	DOE	Crosbyton Solar Power Project	John Reichert	EE	3/20/78 1/31/80	2425,747
22-C164-200001*	NIH	Subnanosecond Primary Events in Biology	Wilse Robinson	Chemistry	7/01/78 6/30/79	23,417
22-E171-200000**	Sandia Labs	Switching Device Analysis	William Portnoy	EE	6/21/78* 10/01/78	9,962
22-A192-200000**	Degussa, Inc.	Effects of Supplementing Ruminant Diet With Protected Amino Acids	Reed Richardson	Ani. Sci.	6/15/78 8/31/79	8,250
22-A174-200000**	American Cyanamid Co.	Pantex Research Trials	William Mies	" "	6/16/78 11/01/78	12,480
22-A153-200000**	American Cottonseed Delinters Assoc.	Evaluation of the MSS-110 Seed Vigor Analyzer in Determining the Seed Quality..	N.H. Hopper	P&LS	6/01/78 8/31/79	6,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C126-200002**	R.A. Welch Foundation	Robert A. Welch Chair in Chemistry	Wilse Robinson	Chemistry	6/01/78 5/31/79	\$75,000
22-E144-200001**	SCEEE	High Power Spark Gap Development	Tommy Burkes	Elec. Eng.	6/01/78 12/31/78	63,000
22-H538-200001*	OE	Project Family Link	Mary Riley	Home Eco.	7/01/78 6/30/79	93,891
22-A553-200000*	Tennessee Valley Authority	Academic Enrichment Program	James Kitchen	Park Admin.	6/05/78 12/03/78	1,690
22-E172-200000*	NSF	Groundwater Resources of the Texas High Plains	Bob Sweazy	WRC	6/16/78 9/30/78	9,996
22-A174-200000**	Various	Evaluation of Lasalocid Sodium for Finishing Heifers	William Mies	Ani. Sci.	6/15/78 11/15/78	21,840
22-B006-200000**	University of Wisconsin	Union-Management in Urban Transit	Stephen Rubenfield	Bus. Admin.	6/01/78 8/31/79	12,654
22-C645-200000**	Exxon Found.	IMPACT	Dennis Cogan	Psy.	7/15/78 7/14/79	5,567
22-D526-200000	Corp. for Public Broadcasting	Community Service Grant -1978	John Henson	Ed. TV	7/01/78 9/30/79	106,793
22-E173-200000**	Lawrence Livermore Laboratory	Laser Triggered Spark Gaps	Magne Kristiansen	E.E.	7/01/78 3/31/79	50,088



Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-A554- 200000	TEA	Development of Guidelines for Summer Vocational Ag. Programs in Texas	Marvin Cepica	Ag. Ed.	7/01/78 6/30/79	29,257
22-L003- 200000*	USDA	Legal Constraints on Locating, Design- ing, & Managing Recreation .....	Bruce Kramer	Law	7/01/78 12/30/79	8,987
22-D509- 200003	TCA	West Texas Regional Alcoholism Train- ing Program	Carol Staple- ton	Psy.	7/01/78 6/30/79	18,990
22-H517- 200004	TEA	Operation of a Center for the Develop- ment of HE Instructional Materials	Camille Bell	H.E. Ed.	" " "	58,608
22-H544- 200000	TEA	Home Economics Instructional Materials for the Disadvantaged	" "	" "	" " "	75,251
22-H545- 200000	TEA	HE-VEH Instructional Materials	" "	" "	" " "	82,438
22-E568 200000**	IEEE	Microelectronics Symposium	William Port- noy	Elec.Eng.	6/15/78 6/14/79	1,000
22-C207- 200000*	NSF	Jacobian Problem	Stuart Wang	Math.	6/15/78 11/30/79	5,500
22-H543- 200000	TEA	Workshop for Beginning HECVAE & Home Economics Vocational Ed.....	Camille Bell	H.E. Ed.	7/01/78 4/30/79	47,736
12-A546-	OR 12-A502-200000	Determining Vocational Ag Teachers' Attitudes with Regard to High School....	Jerry Stockton	Ag. Ed.	9/01/78 8/31/79	4,500

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C210-200000	TEAC	Texas National Energy Modeling Project .....	James Jonish	Eco.	7/21/78 12/31/78	\$34,987
22-E142-200001*	AFOSR	Studies of Transient Discharges	Martin Gunder- sen	Elec.Eng.	6/15/78 6/14/79	49,995
22-A196-200000*	USDA	External Economies for Farmer-Feeders Through Cooperatives	James Graves	Ag. Eco.	7/20/78 9/30/79	16,000
22-C643-200000*	OE	Public Service Fellowship Program DTD	Joseph Cayer	Center for Pub. Ser.	9/01/78 8/31/79	23,400
22-C644-200000*	OE	Strengthening Public Service Education for Underserved Areas of the Southwest	" "	" "	" " "	20,060
22-Z552-200001	Tx. Dept. of Mental Health & Retardation	Interdisciplinary Training of Spec- ialized Personnel in Development.....	Gerard Bens- berg	R&TC	8/01/78 6/30/79	88,667
22-H017-200000**	Best Foods	Effect of Graded Levels of Corn Oil & Coconut Oil on Chemical .....	S.P. Yang	F&N	8/16/78 8/31/79	10,000
22-E176-200000*	NSF	Wind Load Provisions for Safe Design Structures	Kishor Mehta	Civil Eng.	7/15/78 6/30/80	81,780
22-H520-200001*	HEW	Project LATON	Mary T. Riley	Head Start	7/01/78 6/30/79	200,000
12-C672-	OR 12-C702-200000	How the News Media & Media Audiences Perceive the Energy Problem...	Alexis Tan	Mass Comm.	9/01/78 8/31/79	2,500
12-C671-	" " "	Application of Meteorological Satel- lite Data to Investigate.....	Gerald Jurica	Atmospheric Science	" " "	3,500

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-D527-200000	Governor's Comm. on Aging	Legal Services - Development	Paul Knipping	Cen. for Aging	8/01/78 8/31/78	\$ 1,200
22-E174-200000	TEAC	Utilization of Biomass to Power Internal Combustion Engines	Harry Parker	Ch. Eng.	6/27/78 8/31/79	40,000
22-E153-200000*	USDI	Llano Estacado Total Water Measurement Phase I	B. J. Claborn	Ci. Eng.	6/20/78 open	400
22-C208-200000**	R.A. Welch	Microwave Studies of Intermolecular Interactions	Richard Quade	Physics	6/01/78 5/31/79	15,000
22-C209-200000**	" " "	Substituent Effects on the Electron Transfer Reactivity of Hydroquinones...	Robert Holwerda	Chem.	6/01/78 5/31/79	17,000
22-H527-200002*	HEW	Head Start Training & Technical Assistance in the State of Texas	Mary Riley	Head Start	7/01/78 6/30/79	264,000
22-T533-200000*	OE	Teacher Corps Program	Weldon Beckner	Ed.	7/15/78 7/14/79	130,563
22-C603-200003*	HEW	Rehabilitation Counselors Training Program	Jane Winer	Psy.	7/01/78 6/30/79	32,188
22-A193-200000*	USDI	Ecology of Fire in the Guadalupe Mountains & Adjacent Chihuahuan Desert	Gary Ahlstrand	R&WL	7/07/78 8/01/79	7,220
220A194-200000**	Cotton Inc	Digestibility of Cotton	Reed Richardson	Ani. Sci.	6/01/78 12/31/78	4,000
22-E175-200000*	Army	Development of a Procedure to Review Army Environmental Impact Assessments...	Lloyd Urban	WRC	8/01/78 12/31/78	15,679

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-510B	LI 12-510B-200000	Problems in Processing W.Tx Vegetables	Max Miller	Food Tech.	9/01/78 8/31/79	\$ 1,200
12-510B	" " "	Factors Affecting Tuberization in the Potato	John Downes	P&SS	" " "	2,321
12-510B	" " "	Southern Pea Studies	G.Tereshkovich	"	" " "	3,550
12-510B	" " "	The Effect of Intercropping Canopy Architecture	Norman Hopper	"	" " "	8,200
12-510B	" " "	Factors Affecting Tuberization in the Potato	John Downes	"	" " "	5,800
12-510B	" " "	Effect of Nitrification Inhibitor on Potential Nitrate Leaching Losses..	Frank Hons	"	" " "	10,483
12-510B	" " "	Grain Legume Species Evaluation	Stephen Herbert	"	" " "	5,210
12-510B	" " "	Vegetable Research - Hereford	Frank Baggerman	"	" " "	11,000
12-510C	LI 12-510C-200000	Nutrition & Management of Early Weaned Pigs	Donald Orr	Ani. Sci.	" " "	18,994
12-510C	" " "	Availability of Lysine & Tryptophan in Pelleted Grain Sorghum...	Reed Richardson	" "	" " "	3,000
12-510C	" " "	Biology & Control of Flies Associated with Swine	Darryl Sanders	" "	" " "	7,247
12-510C	" " "	Folliculogenesis in Swine	James Clark	" "	" " "	7,772

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-510A	LI 12-510A-200000	Control of Smooth Sumac & Stabilization of Burned Soils in Ashe Juniper.....	Henry Wright	R&WL	9/01/78 8/31/79	\$ 1,500
12-510A	" " "	Population Ecology & Management of Big Game Species in West Texas	David Simpson	"	" " "	17,983
12-510A	" " "	Habitat Utilization & Population Parameters of Lesser Prairie Chickens	Fred Guthery	"	" " "	9,432
12-510A	" " "	Investigations of the Role of Insects in Brush Control & Rangeland Productivity	James Wangberg	Ento.	" " "	10,739
12-510A	" " "	An Economic Analysis of Alternative Brush Control Programs.....	Bill Freeman	Ag. Eco.	" " "	5,787
12-510A	" " "	Soil Properties & Brush Control	B.L. Allen	P&SS	" " "	7,519
12-510A	" " "	Quail Management on Brush Controlled Range	Fred Guthery	R&WL	" " "	9,471
12-510A	" " "	Baseline Data Gathering of Wildlife Habitat Parameters Prior to Brush...	Fred Bryant	"	" " "	8,628
12-510A	" " "	Grazing Systems for Improving Brush Infested Rangelands	" "	"	" " "	9,127
12-510A	" " "	Residues of Tebuthiuron in Mesquite Tissues as Related to Defoliation..	John Garcia	"	" " "	15,927
12-510B	LI 12-510B-200000	Investigations of Insects Attaching Veg & Their Control in West Tx..	Daniel Bartell	Ento.	" " "	2,645

Account No.	Source	Short Title	Principal Inv. or Institute Director	Dept.	Period	Amount
12-C666	OR 12-C702-200000	Photoreceptor of Stentor	P.S. Song	Chem.	9/01/78 8/31/79	\$ 2,600
12-C667	" " " "	An Extended Analysis of Various Urban Economic Relationships	Mai-Trang Tran	Eco.	" " "	2,100
12-C668	" " " "	A Comparative Study of the Personality Typologies of the Music Ed. Student...	May Vaughan	Music	" " "	1,800
12-C669	" " " "	Brittany & the Franks, 500-900...	Thomas Noble	History	" " "	1,600
12-C670	" " " "	Sympathetic & Parasympathetic Nervous System Contribution to the Baroreceptor..	Jeffery Elias	Psy.	" " "	1,900
12-C719	OR 12-C701-200000	Water & Salt Stress in Natural Populations of Atriplex canescens	Joe Goodin	Biol.Sci.	" " "	2,450
12-C772	" " " "	A Scanning Microscopy Study of Stressed Leaf Surfaces	Jerry Berlin	" "	" " "	2,022
12-C774	" " " "	Leaf Anatomy of Water Stressed Cotton	Philip Morey	" "	" " "	2,228
12-510A	LI 12-510A-200000	Management Practices for Increased Animal Production.....	Bill Dahl	R&WL	" " "	13,113
12-510A	" " " "	The Ecology, Control & Management of Sand Shinnery Oak	Russ Pettit	"	" " "	15,617
12-510A	" " " "	Morphological Studies Related to Brush Control	Philip Morey	Biol Sci.	" " "	3,133
12-510A	" " " "	Physiological & Phenological Studies Related to Brush Control	Ronald Sosebee	R&WL	" " "	27,724
12-510A	" " " "	An Evaluation of the Levels of 2,3,7, 8,-tetra Chlorodibenzo-p-dioxin(TCDD)...	John Garcia	"	" " "	3,274
12-510A	" " " "	Fire & Ecological Studies on Mesquite & Other Brush Species	Henry Wright	"	" " "	28,405

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-C653-	OR 12-C702-200000	The Role of Prolactin in Androgen-mediated Regulation of Seminal Vesicle	John Burns	Biol.Sci.	9/01/78 8/31/79	\$ 1,400
12-C654-	" " " "	The Use of an Animal Analogue in a Study of the Treatment of Depression	Dennis Cogan	Psy.	" " "	2,100
12-C655	" " " "	The Role of Learning in Pain Reduction	Rosemary Cogan	"	" " "	2,100
12-C656	" " " "	General Lewis B. Hershey: Mobilizer of Americans	George Flynn	History	" " "	2,000
12-C657	" " " "	The Effect of Hail Suppression on the Occurrence & Distribution of Rainfall...	Don Haragan	Atmos.Sci.	" " "	1,700
12-C658	" " " "	Active Transport in Photosynthetic Microorganisms	David Knaff	Chem.	" " "	1,700
12-C659	" " " "	Youth Sports Coaches Knowledge & Behavior Inventory	Bill Kozar	HPER	" " "	3,400
12-C660	" " " "	The Cuban Military Reform	Allan Kuethe	History	" " "	1,800
12-C661	" " " "	Institute for Hispanic Studies	Boyd Carter	C&RL	" " "	3,700
12-C662	" " " "	Hormonal Regulation of Subdentary Glands of Gopherus berlandieri	Francis Rose	Biol.Sci.	" " "	1,400
12-C663	" " " "	A Comparative Study of the Brains of American Flycatchers	Michael Rylander	" "	" " "	1,500
12-C664	" " " "	Conversion of Sulfoxides into Organosulfur Cation Radicals	Henry Shine	Chem.	" " "	2,100
12-C665	" " " "	Spectroelectrochemical Study of Transition Metal Catalyzed Oligomerization....	Wayne Smith	"	" " "	2,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-C024- 200001	OR 12-C024-200000	Division of Health Education	Martin McIn- tyre	HPER	9/01/78 8/31/79	\$ 2,500
12-C024- 200002	" " " "	Division of Physical Education	" "	"	" " "	3,500
12-C024- 200003	" " " "	Division of Recreation	" "	"	" " "	2,000
12-C024- 200004	" " " "	Division of Dance	" "	"	" " "	2,500
12-C024- 200005	" " " "	Service Program	" "	"	" " "	3,500
12-C024- 200006	" " " "	Graduate Program	" "	"	" " "	3,000
12-C024- 200007	" " " "	Continuing Education Program	" "	"	" " "	1,000
12-C513- 200000	OR 12-C546-200000	Institute for Textual Studies	Marion Michael	English	" " "	5,000
12-C521- 200000	" " " "	Institute for Studies in Pragmaticism	Kenneth Ketner	Philosophy	" " "	6,300
12-C651- 200000	OR 12-C702-200000	Selective Cation Complexation with Capped Crown Ethers	Richard Bart- sch	Chemistry	" " "	3,600
12-C652- 200000	" " " "	The Relative Effectiveness of Three Forms of Behaviorally Oriented.....	Don Baucom	Psy.	" " "	4,000



Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-5710-200014	SI 12-5710-200000	Utilization of Biomass to Power Internal Combustion Engines-Water...	Harry Parker	Chem. Eng.	9/01/78 8/31/79	\$12,000
12-5720-200001	SI 12-5720-200000	Utilization of Biomass to Power Internal Combustion Engines-Energy..	" "	" "	" " "	15,000
12-5730	SI 12-5730-200000	Effect of Different Chemical and Mechanical Processing Methods....	Reed Richardson	Ani. Sci.	" " "	8,400
12-5730	" " "	Economic Feasibility of Farmer Feeding	Thomas Owens	" "	" " "	8,200
12-5730	" " "	Feeding Value of Unprocessed & Processed Crop Residues for Finishing...	Lloyd Sherrod	" "	" " "	8,472
12-5730	" " "	Energy Efficiency of Grain Processing Systems	William Mies	" "	" " "	19,000
12-5730	" " "	Investigations of Fly Pests of Beef	Darryl Sanders	" "	" " "	7,000
12-C725	OR 12-C546-200000	Institute for Mechanisms of Carcinogen Action	Raymond Jackson	Biol. Sci.	" " "	3,000
12-510B-	LI 12-510B-200000	An Economic Analysis of West Texas Vegetable Production and Distribution	Bob Davis	Ag. Eco.	" " "	5,772
12-530D-200002	LI 12-530D-200000	Institute for Disaster Research	Joe Minor	Civil Eng.	" " "	22,000
22-D528-200000	Tex. Traffic Safety Program	Safety Education Program/Texas Tech	Moses Turner	Student Life	8/01/78 9/30/78	3,130
12-510B-200029	LI 12-510B-200000	Stress Physiology & Water Use of Vegetable Crops	Ronald Walser	P&SS	9/01/78 8/31/79	9,500

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

10.

UNDERGRADUATE ENROLLMENT  
SECOND SUMMER SESSION 1978

COLLEGE	FRESHMAN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Agri. Sci.	28	4	32	42	17	59	57	14	71	106	27	133	233	62	295
A & S	124	173	297	147	131	278	194	202	396	298	278	576	763	784	1547
Bus. Admin.	83	44	127	96	50	146	211	87	298	297	110	407	687	291	978
Education	10	40	50	17	66	83	19	127	146	27	153	180	73	386	459
Engineering	56	6	62	109	11	120	150	10	160	347	14	361	662	41	703
Home Economics	2	54	56	3	73	76	3	111	114	6	141	147	14	379	393
TOTALS	303	321	624	414	348	762	634	551	1185	1081	723	1804	2432	1943	4375

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

GRADUATE ENROLLMENT  
SECOND SUMMER SESSION 1978

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Agri. Sci.	62	11	73	10	1	11	72	12	84	-0-	-0-	-0-	305	74	379
A & S	171	221	392	149	61	210	320	282	602	-0-	-0-	-0-	1083	1066	2149
Bus. Admin.	72	26	98	19	4	23	91	30	121	-0-	-0-	-0-	778	321	1099
Education	70	171	241	67	44	111	137	215	352	-0-	-0-	-0-	210	601	811
Engineering	103	6	109	27	-0-	27	130	6	136	-0-	-0-	-0-	792	47	839
Home Economics	7	96	103	5	32	37	12	128	140	-0-	-0-	-0-	26	507	533
	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	86	13	99	86	13	99
TOTALS	485	531	1016	277	142	419	762	673	1435	86	13	99	3280	2629	5909

Lubbock Asphalt Products, Inc. - Agriculture Pavilion Building

11. a. The following Contract No. 234 with Lubbock Asphalt Products, Inc., in the amount of \$85,310.00, for construction of parking lot and roads for the new Agriculture Pavilion Building, called Phase II Parking West of Indiana Avenue, is entered for information purposes. Execution of this contract was authorized with the awarding of the general contract to W. G. McMillian Construction Company, Inc., in the Board meeting of August 5, 1977, Item M211.

Contract No. 234

AGREEMENT

made this twenty-seventh of July in the year Nineteen Hundred and Seventy-eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Lubbock Asphalt Products, Inc., Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, General 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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for construction of parking lot and roads for new Agriculture Pavilion Building and called Phase II Parking West of Indiana Avenue. Proposal Form Items No. 1, 2, 3, 4, 6, 7, 8 and 9 are included in this work.

ARTICLE 3

UNIVERSITY CONSTRUCTION REPRESENTATIVE

Office of Grounds Maintenance

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 120 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$105 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Eighty-five thousand, three hundred ten dollars (\$85,310).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Owner.

#### ARTICLE 8

##### MISCELLANEOUS PROVISIONS

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

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:

	<u>Pages</u>
Notice to Bidders	1
Instruction to Bidders	2
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	2
General Conditions	4
Special Conditions	2
Details of Construction	2
Specifications	28
Drawings	5

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$51,200 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

The Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Judson F. Williams  
Judson F. Williams, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR  
LUBBOCK ASPHALT  
PRODUCTS, INC.

By /s/ Walter V. Jarnagin  
Walter V. Jarnagin, President

ATTEST:

By /s/ Larry Jarnagin  
Larry Jarnagin, Secretary-Treasurer

\* \* \* \* \*

Page & Wirtz Construction Company - Old Library Building

11. b. The following Contract No. 235 with Page & Wirtz Construction Company in the amount of \$588,889.00 for renovation of the Old Library Building is entered for information purposes. Execution of this contract was authorized in the Board meeting of August 4, 1978, Item M175.

Contract No. 235

AGREEMENT

made this seventh day of August in the year Nineteen Hundred and Seventy-eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Page & Wirtz Construction Company, Contractor.

The Owner and the Contractor agree as set forth below:

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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for renovation of the Old Library Building.

ARTICLE 3

ARCHITECT

Whitaker and Hall, Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 273 consecutive calendar days thereafter.



The Contractor further agrees to pay, as liquidated damages, the sum of \$210 for each consecutive calendar day after date shown in Notice to Proceed.

#### ARTICLE 5

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Five hundred eighty-eight thousand, eight hundred eighty-nine dollars (\$588,889).

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

## ARTICLE 7

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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:

	<u>Pages</u>
Table of Contents	3
Notice to Bidders	1
Information to Bidders	3
Proposal	3
Bid Bond (Form)	1
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	1
Uniform General Conditions	13
Supplementary General Conditions	24
Specifications, Divisions 1 thru 16	
Drawings: Dated July 10, 1978	
Architectural	8
Mechanical	5
Plumbing	3
Electrical	4
Addenda No. 4	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$314,542 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Judson F. Williams

Judson F. Williams, Chairman

CONTRACTOR

PAGE AND WIRTZ CONSTRUCTION  
COMPANY

By /s/ Jack Wirtz

Jack Wirtz, Vice President

ATTEST:

/s/ Freda Pierce

Freda Pierce, Secretary

\* \* \* \* \*

Hagoods, Inc. - Texas Tech University Center at Junction

11. c. The following Contract No. 236 with Hagoods, Inc., for renovation work at Texas Tech University Center at Junction in the amount of \$219,012.00 is entered for information purposes. Execution of this contract was authorized in the Board meeting of August 4, 1978, Item M176.

Contract No. 236

AGREEMENT

made this seventh day of August in the year Nineteen Hundred and Seventy-eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Hagoods, Inc., Junction, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for renovation work at Texas Tech University Center at Junction.

ARTICLE 3

ARCHITECT

Office of New Construction, Texas Tech University

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 230 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

#### ARTICLE 5

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Two hundred nineteen thousand and twelve dollars (\$219,012), to be paid from 1977-78 and 1978-79 appropriated funds, however, 1978-79 funds will not be expended prior to September 1, 1978.

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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:

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	4
Proposal	4
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	1
Wage Scale	5
Uniform General Conditions	18
Supplementary General Conditions	24
Contract Requirements, General	
Conditions, Divisions	
1 thru 10, 15 & 16	
Drawings: Dated July 6, 1978	
Architectural - A-1 thru A-4	
Structural - S-1 & S-2	
Mechanical - M-1 thru M-5	
Plumbing - P-1	
Electrical - E-1 & E-2	
Addenda No. 1	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$127,012 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
HAGOODS, INC.

/s/ Judson F. Williams  
Judson F. Williams, Chairman

/s/ Charles Hagood  
Charles Hagood, President

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Luke Hagood  
Luke Hagood

\* \* \* \* \*



Bob Ford, Architect - West Hall Renovation

11. d. The following Contract No. 237 with Bob Ford, Project Architect, for the renovation of West Hall is entered for information purposes. Execution of this contract was authorized in the Board meeting of August 4, 1978, Item M179.

Contract No. 237

AGREEMENT

made the seventh day of August in the year of Nineteen Hundred and Seventy-eight.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Judson F. Williams, Chairman, the Owner, and Bob Ford, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids, and provide the administration of general construction, mechanical and electrical work for the renovation of West Hall.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.



The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect/Engineer.

Make periodic visits to the site on working days at no extra cost to the Owner to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.
2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Costs" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services eight percent (8%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

1. Payments to the Architect for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the pro-

ject which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The direct personnel expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, age, handicap, or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated repre-

sentative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Bob Ford  
Lubbock Square Office Building  
4630 50th Street  
Lubbock, Texas 79414

likewise, termination by the Architects shall be accomplished by directing written notice to:

Chairman, Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to the Architect in respect to all stipulations, terms and covenants of this Agreement; and likewise, the Architect hereby binds himself, his successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any manner transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this the 5th day of September, 1978.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
BOB FORD

/s/ Judson F. Williams  
Judson F. Williams, Chairman

/s/ Bob Ford  
Bob Ford, Architect

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\*\*\*\*\*

GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

12. a. Gifts and grants from private sources in the amount of \$690,174.71 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the period of June 1, 1978 through August 31, 1978. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) gifts-in-kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
498	512	\$ 456,950.42

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
24	26	\$ 67,327.47

3. Gifts to athletic scholarship fund from Red Raider Club:

<u>Total</u>
\$ 165,896.82



Texas Tech University  
12. b.      Gifts and Grants by Type of Donor and Geographic Area  
June 1, 1978 - August 31, 1978

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	225	\$ 65,246.02	109	\$ 23,540.00	42	\$ 4,407.50	376	\$ 93,193.52
B. Business and Industry	44	14,415.00	28	16,150.00	9	17,600.00	81	\$ 48,165.00
C. Foundations	6	4,915.00	8	265,100.00	10	10,612.00	24	\$ 280,627.00
D. Associations	17	10,122.00	8	22,697.00	4	825.00	29	\$ 33,644.00
E. Bequests	1	575.12	1	745.78	0	-0-	2	\$ 1,320.90
Totals	293	\$ 95,273.14	154	\$ 328,232.78	65	\$ 33,444.50	512	\$ 456,950.42
Year to Date 9/1/77 - 8/31/78	972	\$ 987,682.07	733	\$ 1,073,634.02	221	\$ 256,317.49	1,926	\$ 2,317,633.58
Fiscal Year Comparison 9/1/76 - 8/31/77	939	\$ 2,302,490.13	545	\$ 725,716.88	223	\$ 794,488.21	1,707	\$ 3,822,695.22



12. c.

TEXAS TECH UNIVERSITY  
Gifts and Grants

1975-76/1976-1977/1977-1978

<u>MONTH</u>	<u>NUMBER OF GIFTS</u>			<u>\$ AMOUNT</u>		
	1975-1976	1976-1977	1977-1978	1975-1976	1976-1977	1977-1978
SEPTEMBER	151	125	176	\$ 148,993.65	\$ 180,289.96	\$ 111,869.49
OCTOBER	163	147	152	100,724.47	1,273,139.03	403,861.93
NOVEMBER	179	198	114	129,225.05	211,404.39	202,802.21
DECEMBER	146	146	230	626,564.76	483,078.75	450,762.51
JANUARY	85	107	95	54,416.90	336,592.05	105,419.36
FEBRUARY	47	78	129	34,657.81	165,443.07	200,063.71
MARCH	831	116	127	158,349.17	142,449.34	91,250.98
APRIL	350	195	158	59,961.12	391,409.14	170,677.32
MAY	244	156	233	106,163.32	301,241.43	123,975.65
JUNE	106	121	250	328,053.64	115,180.23	322,315.82
JULY	84	179	152	83,662.07	99,286.06	57,561.05
AUGUST	<u>131</u>	<u>139</u>	<u>110</u>	<u>206,809.24</u>	<u>123,181.77</u>	<u>77,073.55</u>
Totals	2,517	1,707	1,926	\$ 2,037,581.20	\$ 3,822,695.22	\$ 2,317,633.58