

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1984 - 1985

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
August 2, 1985

TEXAS TECH UNIVERSITY
and
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
Lubbock, Texas

Minutes

Board of Regents
August 2, 1985

M178. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session on Friday, August 2, 1985, at 1:30 p.m. in the Board of Regents Suite on campus. The following Regents were present: Mr. J. E. Birdwell, Chairman, Mrs. Anne W. Sowell, Vice Chairman, Mr. J. Fred Bucy, Mr. Jerry Ford, Mr. Rex Fuller, Mr. Larry D. Johnson, Mr. Wesley W. Masters, Mr. Wendell Mayes, Jr., and Dr. Wm. Gordon McGee. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. Eugene E. Payne, Vice President, Mrs. Marsha Barnes, Assistant Vice President, Office of Finance and Administration; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Sam Richards, Vice President for Health Sciences Center; Mr. John Anderson, Executive Director, Office of Development; Dr. C. Len Ainsworth, Associate Vice President, Office of Academic Affairs and Research; Mrs. Anne Manning, Assistant General Counsel, Office of General Counsel; Mr. Mike Sanders, Director, Office of Public Affairs; Mr. Robert L. Bray, Director for Office of Planning; Mrs. Bea Zeeck, Director for University News and Publications; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Clyde H. Westbrook, Associate Vice President for Fiscal Management, Health Sciences Center; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Jay W. Lindsey, Assistant Vice President for Budget and Financial Services; Mr. Eric Williams, Assistant Vice President for Physical Plant and Support Services, Health Sciences Center; Mrs. Wanda Senning, Director, Mr. Randy L. Talley, Assistant Budget Director, Budget and Financial Services; Dr. J. Ted Hartman, Dean, School of Medicine; Dr. Laurence Peake, Interim Dean, School of Allied Health; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; and Mrs. Freda Pierce, Secretary of the Board.

Present also were Mr. Gene West, Director, Building Maintenance and Utilities; Dr. Margaret Wilson, President, Faculty Senate; Ms. Kirsten Kling, Lubbock Avalanche-Journal; Ms. Lorraine Brady, University Daily; Ms. Anna Chavez, KLBK-TV; and Ms. Anne Friedenberg, KAMC-TV.

M179. Chairman Birdwell called the meeting to order, and read the following statement. "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center 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 announced 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." The Board reconvened in open session at 3:35 p.m. at the

conclusion of the meeting for Texas Tech University Health Sciences Center. It was necessary for Mrs. Sowell to leave the meeting at the conclusion of the executive session.

M180. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the Minutes of the meeting for May 10, 1985, were approved.

M181. Mr. Bucy reported for the Academic and Student Affairs Committee. The following six items (M182 through M187) constitute action taken upon committee recommendations.

M182. Upon motion made by Mr. Bucy, seconded by Mr. Mayes, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the appointment of W. Frank Newton as Professor of Law with tenure.

M183. Upon motion made by Mr. Bucy, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals whose names appear on the attached list; Attachment No. M1.

M184. Upon motion made by Mr. Bucy, seconded by Mr. Mayes, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the change of the name of the Department of Engineering Technology to Department of Technology.

M185. Upon motion made by Mr. Bucy, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the change of designation of the Bachelor of Science in Engineering Technology to the Bachelor of Science in Technology degree.

M186. Upon motion made by Mr. Bucy, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies administrative action relating to Leaves of Absence as attached; Attachment No. M2.

M187. Mr. Bucy reported that the Faculty Workload Report and the Small Class Report have been studied by the committee and supplied to the State Coordinating Board, and were on file in the office of the Secretary of the Board.

M188. Mr. Ford reported for the Finance and Administration Committee. The following nineteen items (M189 through M207) constitute action taken upon committee recommendation.

M189. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached budget adjustments for the period March 1, 1985, to June 30, 1985; Attachment No. M3.

M190. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached FY 1986 Operating Budget for the University and Museum; Attachment No. M4.

M191. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the attached amendments to Board of Regents policies be approved: 04.12 Mineral Leases, Attachment No. M5; 09.03 Compulsory Student Services Fee, Attachment No. M6; 09.04 Building Use Fee, Attachment No. M7; 09.05 University Center Fee, Attachment No. M8; and 09.06 Medical Services Fee, Attachment No. M9.

M192. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was unanimously approved: RESOLVED, that the attached Texas Tech University Board of Regents Policy 09.08, Tuition and Fees Installment Payment Options, be approved; Attachment No. M10.

M193. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the assessment and collection of an Installment Option Fee of 1.5% of the unpaid balance of tuition and fees effective the Fall semester, 1985.

M194. Upon motion made by Mr. Ford, seconded by Mr. Bucy, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the statement of General Policy, as attached, to govern the Texas Public Educational Grants Program in fiscal years 1986 and 1987 as authorized by House Bill 1147, Subchapter B, Section 56.033, 69th Legislature, Regular Session, 1985; Attachment No. M11.

M195. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the Statement of General Policy, as attached, to govern the granting of tuition scholarships in fiscal years 1986 and 1987 as authorized by House Bill 20, Article III, Section 14, 69th Legislature, Regular Session, 1985; Attachment No. M12.

M196. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the Statement of General Policy, as attached, to govern the granting of emergency enrollment loans in fiscal year 1986 as authorized by House Bill 1147, Chapter 56, Subchapter D, 69th Legislature, Regular Session, 1985; Attachment No. M13.

M197. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the Statement of General Policy, as attached, to govern the granting of academic scholarships in fiscal year 1986 as authorized by House Bill 1147, Section 54.064, 69th Legislature, Regular Session, 1985; Attachment No. M14.

M198. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to extend contract for concession vending services to B & M Vending Company for the period September 1, 1985, to August 31, 1987, and authorizes the President to sign the contract.

M199. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the proposal of Gas Gathering Systems, Inc., in the amount of \$2.35 per thousand cubic feet of natural gas is accepted, and the President is authorized to duly execute the contract.

M200. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the following was approved: RESOLVED, that the proposal of Power-Tex Joint Venture to transport natural gas into the Energas system at a cost of \$0.20 per thousand cubic feet is accepted, and the President is authorized to duly execute the contract.

M201. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the proposal of Energas to transport natural gas, provide measurement, billing, accounting, and other utility services to the University at a cost of \$0.32 per thousand cubic feet is accepted, and the President is authorized to duly execute the contract.

M202. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the Administration to make plans for the sale of approximately \$36 million in Texas Dedicated Revenue Bonds by dealer-bid method in early fall, 1985, and further authorizes the Administration to hire a Fiscal Agent and a Bond Attorney to assist in the sale of such revenue bonds.

M203. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves an extension of the contract with the City of Lubbock to provide campus bus service for the period of September 1, 1985, to August 31, 1986, and authorizes the President to sign the contract.

M204. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the attached Holiday Schedule is approved for the 1985-86 fiscal year; Attachment No. M15.

M205. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions as follow: (1) Authorization and approval of all travel, Attachment No. M16; (2) Approval of official travel reimbursements, Attachment No. M17; (3) Approval and payment of all accounts, Attachment No. M18; (4) To sign and/or countersign checks drawn on the Revolving Fund, Attachment No. M19; (5) To sign and/or countersign cashier's checks drawn on the Cashier's Account, Attachment No. M20; (6) To sign and/or countersign checks drawn on the Financial Aids Cashier's Account, Attachment No. M21; and (7) To authorize transfers, by wire or other means, Attachment No. M22.

M206. Upon motion made by Mr. Ford, seconded by Mr. Masters, the following was approved: RESOLVED, the administration is authorized to develop a Request for Proposal to secure bids for the private funding and development of an Educational Conference Center provided that there are adequate regental controls on design, construction, and use. The contract award will be made by the Board of Regents.

M207. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the following was approved: RESOLVED, the administration is authorized to develop a Request for Proposal to secure bids for the private funding and development of a research park provided that there are adequate regental controls on the design, construction, and use. The contract award will be made by the Board of Regents.

M208. Mr. Masters reported for the Campus and Building Committee. The following five items (M209 through M213) constitute action taken upon committee recommendation.

M209. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University, pursuant to Section 109.48 (Management of Lands) of the Texas Education Code, V.T.C.A., approves the attached lease and authorizes the Chairman of the Board to sign the lease; Attachment No. M23.

M210. Upon motion made by Mr. Masters, seconded by Mr. Mayes, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authorizes the President to proceed with contract documents for the renovation of the Civil-Mechanical Engineering Building. BE IT FURTHER RESOLVED, that the project budget is established at \$4,246,000.

M211. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authorizes the President to proceed with contract documents, for the renovation of the Chemistry Building. BE IT FURTHER RESOLVED, that the project budget is established at \$6,500,000.

M212. Upon motion made by Mr. Masters, seconded by Mr. Mayes, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies the administrative actions as follow: (a) To record June 25, 1985, as the completion date for the construction of the Advanced Technology Learning Center, and (b) To record July 25, 1985, as the completion date for the construction of the Feedmill at Texas Tech University Agricultural Field Laboratories - Lubbock County.

M213. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with negotiation of a cooperative agreement with the U.S.D.A. Agricultural Marketing Service and with development of a lease agreement with the Texas Tech University Foundation for a three-acre building site at the Texas Tech University Research Center - East Campus for construction of a cotton classing facility that will be the basis for joint research ventures. BE IT FURTHER RESOLVED, that the net proceeds from the lease of the land and the rent of the building will be used to support agricultural and cotton research projects as mutually agreed upon by Texas Tech University and the Texas Tech University Foundation. BE IT FURTHER RESOLVED, that the Board approves the selection by the Texas Tech University Foundation of Igo-Schauer Associates as project architect and agrees to

provide up to \$100,000 for design costs provided such expenditures will be repaid to the Texas Tech University by the Texas Tech University Foundation upon the consummation of a lease agreement with the United States Department of Agriculture and the award of a construction contract.

M214. Mr. Bucy reported for the Development Committee. The two following items (M215 and M216) constitute action taken upon committee recommendation.

M215. Upon motion made by Mr. Bucy, seconded by Mr. Mayes, the following was approved: RESOLVED, that the Board of Regents appoints the individuals on the attached lists as Directors of the Texas Tech University Foundation; Attachments Nos. M24 and M25.

M216. Mr. Bucy reported that the gifts and grants year-to-date received by Texas Tech University and the Texas Tech University Foundation total \$11,200,863.51.

M217. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (August 2, 1985)

- M 1. Granting of Emeritus Status; M183.
- M 2. Leaves of Absence; M186.
- M 3. Budget Adjustments for March 1 to June 30, 1985; M189
- M 4. FY 1986 Operating Budget for Texas Tech University and Museum; M190.
- M 5. Board Policy 04.12, Mineral Leases; M191.
- M 6. Board Policy 09.03, Compulsory Student Services Fee; M191.
- M 7. Board Policy 09.04, Building Use Fee; M191.
- M 8. Board Policy 09.05 University Center Fee; M191.
- M 9. Board Policy 09.06, Medical Services Fee; M191.
- M10. Board Policy 09.08, Tuition and Fees Installment Payment Options; M192.
- M11. General Policy to Govern Texas Public Educational Grants Program; M194.
- M12. General Policy to Govern Granting of Tuition Scholarships; M195.
- M13. General Policy to Govern Granting of Emergency Enrollment Loans; M196.
- M14. General Policy to Govern Granting of Academic Scholarships; M197.
- M15. 1985-86 Holiday Schedule; M204.
- M16. Authorization and Approval of all Travel; M205.
- M17. Approval of Official Travel Reimbursements; M205.
- M18. Approval and Payment of all Accounts; M205.
- M19. To Sign and/or Countersign Checks Drawn on Revolving Fund; M205.
- M20. To sign and/or Countersign Cashier's Checks Drawn on Cashier's Account; M205.
- M21. To Sign and/or Countersign Checks Drawn on Financial Aids Cashier's Account; M205.
- M22. To Authorize Transfers, by Wire or Other Means; M205.
- M23. Lease with U.S. Department of Agriculture for Soil Moisture and Plant Stress Research Laboratory; M209.
- M24. New Directors for Texas Tech University Foundation; M215.
- M25. Renominations of Directors for Texas Tech University Foundation; M215.

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 August 2, 1985.

(Mrs.) Freda Pierce, Secretary

SEAL

August 2, 1985

Emeritus Appointments

J. Camille Bell	Professor of Home Economics Education (22 years)
Carl John Childers	Professor of Architecture (26 years)
Walter Grub	Professor of Agricultural Engineering (19 years)
Florence L. Phillips	Professor of Psychology (31 years)
Robert L. Rouse	Professor of Economics and Business Administration (35 years)
Vera L. Simpson	Associate Professor of Speech Communication (22 years)

Leaves of Absence

Approve leave of absence without pay for Dr. J. Norman Baldwin, Assistant Professor of Political Science, for the period September 1, 1985, through May 31, 1986. Granting this leave will permit him to strengthen his research and scholarly pursuits at California State University, Fullerton, and will be of professional benefit to Dr. Baldwin, and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. James F. Courtney, Jr., Professor of Information Systems and Quantitative Sciences, for the period September 1, 1985, through December 31, 1985. This leave will permit him to teach and do research at State University of New York at Buffalo, and will be professional benefit to him and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. Bruce R. Ebanks, Associate Professor of Mathematics, for the period September 1, 1985, through May 31, 1986. This leave is requested to permit him to study with Professor Thomas O'Connor at the University of Louisville, which will be of professional benefit to Professor Ebanks, and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. Gregory Fredricks, Associate Professor of Mathematics, for the period September 1, 1985, through May 31, 1986. This leave is requested to permit Dr. Fredricks to do research at Lewis and Clark College in Portland, Oregon, which will be of professional benefit to him and subsequently to Texas Tech University.

Approve leave of absence without pay for Dr. David S. Gilliam, Associate Professor of Mathematics, for the period September 1, 1985, through May 31, 1986. This leave is requested in order for him to carry out research in "The Center for Wave Phenomena" at the Colorado School of Mines. Approval of this leave will provide an opportunity benefiting Dr. Gilliam's research program as well as the research program at Texas Tech University.

Approve leave of absence without pay for Dr. Beny Neta, Assistant Professor of Mathematics, for the period September 1, 1985, through May 31, 1986. Dr. Neta has requested this leave to conduct research at the Naval Postgraduate School in Monterey, California, which will bring this joint research to a point to aid him in obtaining external funding. Continuation of this research will be of professional benefit to him, and of subsequent benefit to Texas Tech University.

Approve an extension of leave of absence without pay for Dr. David Northington, Associate Professor of Biological Sciences, for the period September 1, 1985, through May 31, 1986. He has requested this extension in order to continue with the National Wildflower Research Center. Work and research at this center is beneficial to his experience and ultimately to Texas Tech.

Approve leave of absence without pay for Dr. Lawrence Schovanec, Assistant Professor of Mathematics, for the period September 1, 1985, through May 31, 1986. This leave is requested in order to permit Dr. Schovanec to accept an offer as visiting assistant professor at Texas A & M University, and to interact with a group of workers in solid mechanics. This opportunity for further research and work in this field will be of benefit to him as well as to the Department of Mathematics.

Approve leave of absence without pay for Dr. Forrest A. Newlin, Associate Professor of Theatre Arts, for the period September 1, 1985 through August 31, 1986. This leave is requested in order that he can accept a Fullbright Fellowship to teach design in Taiwan, thereby enhancing his professional ability which will be of subsequent benefit to Texas Tech.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (03/01/85 - 06/30/85)

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NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
<u>BOARD APPROVAL:</u>					
<u>E&G APPROPRIATED FUNDS:</u>					
B1486	Reserve for Adjustments	\$196,000	\$ 0	\$ 0	Increase for TECHFIM Development expenses.
B1487B	Financial Systems Development	0	0	196,000	
Subtotal, E&G Appropriated Funds		<u>\$196,000</u>	<u>\$ 0</u>	<u>\$ 196,000</u>	
<u>SERVICE FUNDS:</u>					
J1240	Building Maintenance	\$ 0	\$569,000	\$ 569,000	Increase to cover greater than anticipated reimbursable projects.
B1756	Reserve for Adjustments (E&G)	125,000	0	0	Increase Computer Center Funding.
B1757	University Computing Facilities			125,000	
Subtotal, Service Funds		<u>\$125,000</u>	<u>\$569,000</u>	<u>\$ 694,000</u>	
<u>DESIGNATED FUNDS:</u>					
J1091	Computer Hardware Upgrade	\$287,000	\$ 0	\$ 287,000	From reserves for Computer Equipment.
J1105	Livestock Operations	0	180,000	180,000	Increase to cover greater than anticipated sales.
Subtotal, Designated Funds		<u>\$287,000</u>	<u>\$180,000</u>	<u>\$ 467,000</u>	

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Board of Regents
August 2, 1985
Attachment No. M3
Item M189

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (03/01/85 - 06/30/85)

Page 2

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
	<u>BOARD RATIFICATION:</u> None.				
	TOTAL APPROVAL	<u>\$608,000</u>	<u>\$749,000</u>	<u>\$1,357,000</u>	
	TOTAL	<u><u>\$608,000</u></u>	<u><u>\$749,000</u></u>	<u><u>\$1,357,000</u></u>	

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Board Minutes
 August 2, 1985
 Attachment No. M3, pg. 2
 Item M189

OPERATING BUDGET SUMMARY FOR FY 1986

	<u>Unappropriated Balance 9/1/85</u>	<u>Estimated Income</u>	<u>Estimated (Expense)</u>	<u>Unappropriated Balance 8/31/86</u>
<u>TTU</u>				
Educational & General Funds	\$ 1,742,020	\$ 81,843,773	\$ 82,024,002	\$ 1,561,791
Designated Funds	18,882,048	22,599,927	22,582,119	18,899,856
Auxiliary Funds	5,785,800	36,148,859	35,978,955	5,955,704
Current Restricted Funds	96,367	1,095,426	1,095,426	96,367
Scholarships	-0-	55,548	55,548	-0-
Plant Funds	-0-	653,353	653,353	-0-
Agency Funds	-0-	174,336	174,336	-0-
Subtotal	\$26,506,235	\$142,571,222	\$142,563,739	\$26,513,718
<u>TTUHSC</u>				
Educational & General Funds	\$ 1,533,837	\$ 42,344,673	\$ 42,595,406	\$ 1,283,104
Designated Funds	2,092,756	18,183,096	18,183,096	2,092,756
Subtotal	\$ 3,626,593	\$ 60,527,769	\$ 60,778,502	\$ 3,375,860
<u>TTU MUSEUM</u>				
Educational & General Funds	\$ -0-	\$ 742,347	\$ 742,347	\$ -0-
Current Restricted Funds	16,437	50,253	50,253	16,437
Subtotal	\$ 16,437	\$ 792,600	\$ 792,600	\$ 16,437
TOTAL	<u>\$30,149,265</u>	<u>\$203,891,591</u>	<u>\$204,134,841</u>	<u>\$29,906,015</u>
Service Departments	\$ 151,234	\$ 7,439,088	\$ 7,438,869	\$ 151,453
Retirement of Indebtedness	\$11,892,273	\$ 8,425,189	\$ 8,086,641	\$12,230,821

Board Minutes
August 2, 1985
Attachment No. M4
Item M190

04.12

Mineral Leases

It is the intent of the Board of Regents to lease oil, gas, sulphur, ore, water and other mineral interests of the University for development whenever there is a demand which will reasonably insure that they may be leased advantageously and it is in the best interest of the University to do so. All leases will be executed in accordance with the applicable laws and with rules and regulations adopted by the Board which are not inconsistent with the provisions of law. The reason for leasing minerals is to obtain additional income to be used by the Board for the administration of the University, for payment of principal of and interest on revenue bonds and notes issued by the Board, and for any other purpose that in the judgement of the Board may be for the good of the University.

- (1) LANDS UNDER EXCLUSIVE CONTROL OF THE BOARD AND OWNED BY THE STATE OF TEXAS
 - (A) Leases will be negotiated with prospective lessees to obtain their best offer above the minimum outlined in (C) below.
 - (B) Leases normally will be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.
 - (C) The Board may not sell a lease for less than the royalty and rental terms demanded at that time by the General Land Office in connection with the sale of oil, gas, and other mineral leases of the public lands of this state. In addition, no bid or proposal shall be accepted which offers a royalty of less than one-quarter of production, a primary term greater than five years, or a delay rental of less than \$5.00 per acre per year.
 - (D) No state lands shall be sold unless the mineral rights are retained by the state, unless impractical.
- (2) MINERAL AND ROYALTY INTERESTS DERIVED FROM TRUSTS AND GIFTS
 - (A) Leases will be negotiated with prospective lessees to obtain their best offer above the minimums outlined in (C) below.
 - (B) Leases will normally be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.
 - (C) No proposal shall be accepted which offers a royalty of less than one-quarter of production, a primary term of more than five years or a delay rental of less than \$5.00 per year per mineral acre, beginning with the second year of the lease.

04.12
Mineral Leases

(3) APPROVAL

All leases and other documents relating to leasing will be approved by the Finance and Administration Committee, by the Board as a ratification item, and signed by the President and Chief Executive Officer.

09.03

Compulsory Student Services Fee

- (1) Texas Education Code, Section 54.503 authorizes all State-supported institutions of higher education to assess and collect a compulsory student services fee. This compulsory student services fee will be collected from each student enrolling for courses during each regular session or each six week summer session. The amount to be collected from each student will be based on the number of semester credit hours for which the student is enrolled with the rate per semester credit hour to be established annually.
 - (A) Refunds of the student services fee will be made in accordance with a refund schedule. Refunds to students who voluntarily withdraw may be made only upon request of the individual student concerned. The student services fee will not be refunded to any student who is suspended from the University.
 - (B) Students shall be exempted from payment of the student services fee provided that these students have requested such exemption on the form provided for that purpose at the time of registration. Any student declared to be exempt from payment of the student services fee shall not be eligible for those services provided by payment of the student services fee except those provided for by legislative enactment. Exemption from payment of the student services fee shall be granted to students included in the following categories.
 1. Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were employees of Texas Tech University or Texas Tech University Health Sciences Center eligible as defined in Title 110B Public Retirement Systems and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas".
 2. Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were appointed at least one-half time as a ~~part-time instructor~~, teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs and Research.
 3. Students who register only for those courses which, because of the nature of such will not permit the student to avail himself of the services, and such courses have been approved prior to each registration by the Vice President for Academic Affairs and Research.

09.03

Compulsory Student Services Fees

4. Students specifically excluded by legislative enactment.
 5. Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.
- (2) Section 54.503 (e) of the Texas Education Code provides that the student services fees collected shall be reserved and accounted for in an account kept separate and apart from educational and general funds and shall be used only for the support of student services. All money derived from the student services fee shall be placed in such depository bank or banks as designated by the Board of Regents. A separate budget for each activity showing specifically the purpose and function to be financed and the proposed expenditures to be made shall be approved. Copies of these budgets will be filed annually with the Texas Commission of Higher Education, the Governor, the Legislative Budget Board, the State Auditor, and the State Library, as required by law.

09.04
Building Use Fee

- (1) Section 55.16 of the Texas Education Code authorizes the governing board of each institution of higher education to fix and collect a student use fee for the occupancy, services, use, and availability of all or any of its property, buildings, structures, activities, operations, or other facilities, in such amounts and in such manner as may be determined by the governing board. All student use fees shall be fixed and collected in proportion to the number of semester credit hours for which a student registers. The student use fee shall not exceed \$6.00 per semester credit hour.
- (2) Any student who is included in one or more of the categories listed in (A) through (C) may be exempted from payment of the student use fees provided that the student requests such exemption at the time of registration and on the forms provided for that purpose. The following categories of students may be exempted from payment of the student use fee:
 - (A) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were employees of Texas Tech University or Texas Tech University Health Sciences Center eligible as defined in Title 110B, Public Retirement Systems and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas".
 - (B) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were appointed at least one-half time as a ~~part-time instructor~~, teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs and Research.
 - (C) Students specifically excluded by legislative enactment.
 - (D) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.

09.05
University Center Fee

- (1) Section 109.50 of the Texas Education Code authorizes the governing board of Texas Tech University to levy a regular fixed student fee not to exceed \$10 per student for each semester of the long session and not to exceed \$5 for each term of the summer session, or any fractional part thereof. This fee is to be used for the sole purpose of operating, maintaining, and improving the University Center. The amount of the fee may be changed at any time within the limits specified in order to provide sufficient funds to support the Center, but any increase must be approved by a majority vote of those students participating in a general election called for that purpose.
- (2) Any student who is included in one or more of the categories listed in (A) through (E) below may be exempted from payment of the University Center fee provided that the student requests such exemption at the time of registration and on the form provided for that purpose. Any student who is granted exemption from payment of the University Center fee shall not be eligible for the services provided for students who do pay the fee except those provided for by legislative enactment. The following categories of student may be granted exemption from payment of the University Center fee:
 - (A) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were employees of Texas Tech University or Texas Tech University Health Sciences Center and who are eligible as defined in Title 110B, Public Retirement Systems and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas".
 - (B) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were appointed at least one-half time as a ~~part-time instructor~~, teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs and Research.
 - (C) Students who register only for those courses which, because of the nature of such will not permit the student to avail himself of the services, and such courses have been approved prior to each registration by the Vice President for Academic Affairs and Research.
 - (D) Students specifically excluded by legislative enactment.
 - (E) Students enrolled for two or less hours.
 - (F) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are

09.05

University Center Fee

assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.

09.06

Medical Services Fee

- (1) The Texas Education Code, Section 109.52, authorizes a charge for a Medical Services Fee which may be levied and collected from each student registered at the institution in an amount not to exceed \$25.00 for each regular semester and not to exceed \$12.50 for each term of each summer session.
- (2) It is the policy of Texas Tech University that there will be a compulsory Medical Services Fee. This fee will be collected from each student enrolling for courses during each regular session and each six-week term of the summer session with the amount to be determined by the Board of Regents. The following group of individuals may claim exception from paying the fee and, therefore, not eligible for services except those provided for by legislative enactment. Exception must be requested in writing on the form provided for that purpose at registration.
 - (A) Students who, on or before the twelfth (12th) class day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were employees of Texas Tech University or Texas Tech University Health Sciences Center eligible as defined in Title 110B Public Retirement System and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas."
 - (B) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, were appointed at least as a teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs and Research.
 - (C) Students who register only for those courses which, because of the nature of such will not permit the student to avail themselves of the health services, and such courses have been approved prior to each registration by the Vice President for Academic Affairs and Research.
 - (D) Students specifically excluded by legislative enactment.
 - (E) Students enrolled for three or fewer hours.
- (3) The Medical Services Fee will be refunded to the student by University authorities only on request of the individual student in accordance with a refund schedule available in the Office of Accounting Services for those students who voluntarily withdraw. In no case will the Medical Services Fee be refunded to a student suspended from the University.
- (4) The Medical Services Fee received may be used only to provide medical service to students.
- (5) Prior to the levy of the Medical Services Fee, recommendations will be solicited from students, faculty, and administration concerning the type and scope of medical services to be provided.

09.08

Tuition and Fees Installment Payment Options

- (1) Texas Education Code, Section 54.007, provides that state-supported institutions of higher education shall provide students with the election to pay tuition and fees using one of the following alternatives:
 - (A) Full payment of tuition and fees in advance of the beginning of the semester;
 - (B) One-half payment of tuition and fees in advance of the beginning of the semester and one-half payment prior to the start of the eighth class week; or
 - (C) One-fourth payment of tuition and fees in advance of the beginning of the semester and separate one-fourth payments prior to the fourth, eighth, and twelfth class weeks.
- (2) The administration shall develop procedures which will provide that students may elect to pay tuition and fees using one of the payment alternatives.
- (3) The administration is authorized to establish payment due dates in advance of the beginning of a semester and prior to the fourth, eighth, and twelfth class weeks which will insure that required payments have been received and student records have been appropriately updated on the dates required by law.
- (4) If a student elects to pay tuition and fees using the one-half or one-fourth payment alternative, he or she shall be assessed an installment option fee in addition to the required payment of tuition and fees. The fee developed and recommended for approval shall reflect all costs incurred in operating and handling payments under the installment alternative. The rates of the fee shall be approved by the Board of Regents.
- (5) As provided by law, if a student who has elected to pay tuition and fees by installment fails to make a payment, including installment option fee and any late payment penalty which might be assessed, by the established due date, then that student shall not be permitted to attend the classes in which he or she is enrolled until such time as the full payment due is made. The Vice President for Academic Affairs and Research is directed to develop procedures to insure compliance with this statutory requirement.
- (6) If a student who has elected to pay tuition by installment fails to pay in full all amounts of tuition, other registration fees, installment option fee, late payment fees, and other authorized fees by the end of the working day of the last day of the semester, then he or she shall not be given credit or grade for any course in which the student was enrolled for that semester. The student's transcript shall be marked to indicate that the student did not complete the required payments for that semester. Subsequently, and under procedures established by the administration, if the student wishes to receive the credit or grade, then upon payment in full of the entire amount due the student transcript shall be changed to reflect the credits or grades earned in the courses by the student in that semester.

STATEMENT OF GENERAL POLICY TO GOVERN
THE TEXAS PUBLIC EDUCATIONAL GRANT PROGRAM
IN FISCAL YEARS 1986 AND 1987
AS AUTHORIZED BY
HOUSE BILL 1147, SUBCHAPTER B, SECTION 56.033,
69TH LEGISLATURE, REGULAR SESSION, 1985

In order to provide a program to supply grants of money to students attending Texas Tech University in fiscal years 1986 and 1987, the governing board shall cause to be set aside for use as Texas Public Educational Grants, 15% of each resident student's tuition and 5% of each nonresident or foreign student's tuition as authorized in Section 54.051 of the Texas Education Code. In fiscal years 1988 and forward, the governing board shall set aside amounts to be specified by the Legislature.

These guidelines shall be submitted to the Coordinating Board, Texas College and University System for review and approval. Criteria for awarding grants will be as follows:

1. Grants are to be made only to students who have been accepted for enrollment and who actually enroll in the term or terms for which the grant is awarded.
2. Grants are to be awarded based upon the financial need of the applicant.
3. Financial need is to be determined by use of accepted needs analysis procedures generally in use in other "needs based" financial assistance programs. Deviation from such procedures shall be properly documented.
4. Awards to residents may only be funded through funds set aside from resident student tuition revenues. Awards to nonresident and foreign students may only come from funds set aside from the tuition revenues of such students.
5. Any or all of the funds set aside from making Texas Public Educational Grants may be transferred to the Coordinating Board, Texas College and University System to be used for matching federal or other grant funds for awarding to students at Texas Tech University. Generally only such amounts as can be equally matched by funds transferred to the Coordinating Board shall be returned to the University upon request of the Chief Executive Officer.
6. At the end of a fiscal year, if the total amount of unencumbered funds that have been set aside under this program by the University, together with the total amount

of unencumbered funds transferred by the University to the Coordinating Board, Texas College and University System, exceeds 150 percent of the amount of funds set aside by the University in the fiscal year, the University shall transfer the excess amount to the Coordinating Board for the purpose of awarding scholarships as provided by law to students at other institutions.

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF
TUITION SCHOLARSHIPS IN FISCAL YEARS 1986 AND 1987
AS AUTHORIZED BY
HOUSE BILL 20, ARTICLE III,
SECTION 14, 69TH LEGISLATURE, REGULAR SESSION, 1985

1. Scholarships authorized for fiscal years 1986 and 1987 by House Bill 20, Article III, Section 14, 69th Legislature, Regular Session, 1985, shall be designated as "Tuition Scholarships".
2. Tuition Scholarships shall be processed and granted by or under the supervision of the Director of Student Financial Aid.
3. Recipients of such scholarships must be classified as "resident students" as defined by House Bill 265 of the 55th Legislature, Regular Session, 1957, and amendments thereto.
4. Awards shall be based primarily on financial needs, giving consideration to the financial capacity of the student's parents, and the student's own efforts to finance his or her education.
5. Recipients must be in good standing and be making satisfactory progress in order to receive a scholarship.
6. Tuition Scholarships shall be granted to full-time students in an amount not to exceed seventy percent (70%) of education costs when combined with other university-administered gift aid.

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF
EMERGENCY ENROLLMENT LOANS IN FISCAL YEAR 1986 AS AUTHORIZED BY
HOUSE BILL 1147, CHAPTER 56, SUBCHAPTER D,
69TH LEGISLATURE, REGULAR SESSION, 1985

Under House Bill 1147, Subchapter D, Section 56.051, each institution of higher education other than a junior college, shall establish an emergency loan program under which students are loaned money to pay tuition and fees.

The tuition bill, as it relates to the payment and rates of tuition charges by an institution and the classification of certain students as residents for tuition purposes, has caused legislative action to insure that students have sufficient financial resources to pay required tuition and fees starting the fall semester 1985.

The capital funding for this emergency loan program will be provided out of tuition charges at the following rates:

1. Resident student benefits - not less than twenty percent out of fifteen percent of each student's tuition charge.
2. Nonresident student benefits - not less than twenty percent out of five percent of each student's tuition charge.

To comply with legislative action, the creation of the "TEXAS TECH UNIVERSITY EMERGENCY ENROLLMENT LOAN PROGRAM" and proposed rules establishing loan eligibility criteria are as follows:

1. All resident and nonresident undergraduate, graduate, and professional students registered in a degree-granting program are eligible.
2. Applications will be processed on a first-come, first-served basis.
3. The maximum amount of loan per student may not be less than an amount equal to the balance of tuition and required fees owed to the University for the courses in which the student is actually enrolled.
4. A promissory note will be initiated with an interest rate of five percent per annum, repayment not to exceed ninety days during the regular semester or thirty days for a six-week summer session.
5. The promissory note will be considered delinquent if not paid in full by the original due date and subject to fifteen percent interest rate per annum. In the event the loan becomes delinquent, the borrower's permanent records and re-enrollment at the University will be denied until the debt is liquidated. The borrower will be responsible for all legal and collection charges in the recovery of the debt obligation.

6. Repayment of the loan may be deferred according to guidelines established by the Office of Student Financial Aid and the University Collections Office.
7. Under guidelines established in item 6 deferred repayment must begin on the earlier of the following dates:
 - a. the first day of the ninth month after the last month in which the borrower was enrolled in a public institution of higher education; or
 - b. the fifth anniversary of the date on which the loan was executed.
8. Under rules adopted by the Coordinating Board, the University may extend the time for repayment of undergraduate loans made to students who later enroll in graduate or professional programs at an institution of higher education. The Coordinating Board shall adopt guidelines for determinations of extreme financial hardship and other instances in which the public interest is served if a loan is forgiven. The University will forgive loans in accordance with those guidelines.

The Office of Student Financial Aid will be responsible for authorizing all loans and informing the Bursar's Office of eligible recipients. The Collections Office will be responsible for collecting all loans.

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF
ACADEMIC SCHOLARSHIPS IN FISCAL YEAR 1986 AS AUTHORIZED BY
HOUSE BILL 1147, SECTION 54.064,
69TH LEGISLATURE, REGULAR SESSION, 1985

Under House Bill 1147, Section 54.064 (a),

"A student who holds a competitive academic scholarship of at least \$200 for the academic year or summer for which the student is enrolled and who is either a nonresident or a citizen of a country other than the United States of America is entitled to pay the fees and charges required of Texas residents without regard to the length of time the student has resided in Texas. The student must compete with other students, including Texas residents, for the academic scholarship and the scholarship must be awarded by a scholarship committee officially recognized by the administration and be approved by the Coordinating Board, Texas College and University System, under criteria developed by the board."

In order to comply with the requirement that the guidelines for competitive academic scholarships be approved by the Coordinating Board, Texas College and University System, the following guidelines are established for scholarships to meet the academic requirement.

Entering Undergraduate Scholarships

To be eligible for competitive academic scholarships, an entering undergraduate student must meet the criteria for unconditional admission to the university. In addition to the general requirement, an entering undergraduate student must meet at least one of the following requirements:

1. 1000 composite on the SAT, or 24 composite on the ACT. It is anticipated that the scores for 1986-1987 will be 1100 SAT or 25 ACT.
2. Graduate in the top 25% of their class from high school.
3. Be judged by a committee or panel to possess a skill level above that of most students and to demonstrate the potential for excellence in a given area of study (e.g. music, art, etc.).

Continuing or Transfer Undergraduate Scholarships

To be eligible for competitive academic scholarships, a continuing or transfer undergraduate student must meet the criteria for unconditional admission to the university. In addition to the general requirement, a continuing or transfer student must meet at least one of the following requirements:

1. 3.0 G.P.A. in the academic program in which the student is enrolled.
2. An academic scholarship may be awarded to a student with less than a 3.0 if the student's G.P.A. for the last semester(s) indicates that the student is currently progressing toward academic excellence.
3. Be judged by a committee or panel to possess a skill level above that of most students and to demonstrate the potential for excellence in a given area of study (e.g. music, art, etc.).

Graduate Student Scholarships

To be eligible for competitive academic scholarships, a graduate student must meet the criteria for unconditional admission to the Graduate School. In addition to this general requirement, a graduate student must meet at least one of the following requirements:

1. The student must score above the 60th percentile on the required entrance examination (generally the GRE or GMAT), based on the most recently available national norms for the student's area of study.
2. An entering graduate student must have a 3.0 grade point average on the last 60 credit hours of undergraduate degree work. A continuing graduate student must have a 3.0 grade point average on all previously completed graduate work.
3. The student must be judged by an institutional committee or panel to possess a skill level above that of most students, and to demonstrate the potential for excellence in a given area of study (e.g. art, music, drama, etc.).

TEXAS TECH UNIVERSITY

Holiday Schedule for 1985-86

1985

*September 2, 1985	Monday	Labor Day
*November 28, 1985	Thursday	Thanksgiving Day
*November 29, 1985	Friday	
December 23, 1985	Monday	
*December 24, 1985	Tuesday	
*December 25, 1985	Wednesday	Christmas Day
*December 26, 1985	Thursday	
December 27, 1985	Friday	
December 30, 1985	Monday	
December 31, 1985	Tuesday	

1986

*January 1, 1986	Wednesday	New Years Day
March 21, 1986	Friday	
*April 21, 1986	Monday	Sesquicentennial Day
*July 4, 1986	Friday	Independence Day

- * Regular Holiday designated by the Legislature; other holidays listed are in lieu of holidays transferred to avoid conflict with the academic class schedule.

- a. To authorize and approve all travel of employees of Texas Tech University, except that to countries outside the United States possessions, Canada and Mexico, provided that such travel contributes to the mission of the University and is in accordance with current travel regulations and who may further delegate their authority, effective August 2, 1985, through August 31, 1986:

President

Vice President for Academic Affairs and Research

Vice President for Finance and Administration

Vice President for Student Affairs

Executive Director of Development

General Counsel

Dean of the College of Agricultural Sciences

Dean of the College of Arts and Sciences

Dean of the College of Business Administration

Dean of the College of Education

Dean of the College of Engineering

Dean of the College of Home Economics

Dean of the Graduate School

Dean of the Law School

Director of Athletics

Director of Planning

Director of Public Affairs

Director of University News and Publication.

- b. To approve official travel reimbursements from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such is in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Lauro F. Cavazos, President
Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Marsha A. Barnes, Assistant Vice President for Finance
Jay W. Lindsey, Assistant Vice President for Budgeting and Financial Services
Charlie L. Stallings, Director of Accounting
Robert J. Swanson, Director of Grants and Contracts Administration
Steve R. Pruitt, Assistant Director of Accounting Services
Karen L. Evans, Manager of Accounting Services, TTU
James E. Meiers, Manager of Business Services
Charlene Rucker, Accounting Group Supervisor
Liz Saenz, Accounting Group Supervisor
Deana Miller, Accounting Group Supervisor
Rochelle A. Pena, Accounting Group Supervisor
Yvette Joyner, Accountant
Connie Schmidt, Accounting Clerk IV
Betty Weaver, Accounting Clerk IV

- c. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Marsha A. Barnes, Assistant Vice President for Finance
Jay W. Lindsey, Assistant Vice President for Budgeting and Financial Services
Charlie L. Stallings, Director of Accounting Services
Robert J. Swanson, Director of Grants and Contracts Administration
Steve R. Pruitt, Assistant Director of Accounting Services
Karen L. Evans, Manager of Accounting Services, TTU
Gloria J. Hale, Manager of Payroll
James E. Meiers, Manager of Business Services
Hazel Newberry, Travel Services Supervisor
Charlene Rucker, Accounting Group Supervisor
Liz Saenz, Accounting Group Supervisor
Deana Miller, Accounting Group Supervisor
Rochelle A. Pena, Accounting Group Supervisor
Gerie L. Pirkey, Chief Accountant
Ted Johnston, Senior Accountant
Paul Owens, Senior Accountant
M. Diane Rose, Senior Accountant
Jerry Daniels, Accountant
Yvette Joyner, Accountant
Connie Schmidt, Accounting Clerk IV
Betty Weaver, Accounting Clerk IV.

- d. To sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Marsha A. Barnes, Assistant Vice President for Finance
Charlie L. Stallings, Director of Accounting Services
Robert J. Swanson, Director of Grants and Contracts Administration
Steve R. Pruitt, Assistant Director of Accounting Services
Karen L. Evans, Manager of Accounting Services, TTU

Employees who may countersign only:

Gloria J. Hale, Manager of Payroll
Charlene Rucker, Accounting Group Supervisor
Liz Saenz, Accounting Group Supervisor
Deana Miller, Accounting Group Supervisor.

- e. To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Marsha A. Barnes, Assistant Vice President for Finance
Charlie L. Stallings, Director of Accounting Services
Robert J. Swanson, Director of Grants and Contracts Administration
Steve R. Pruitt, Assistant Director of Accounting Services
Karen L. Evans, Manager of Accounting Services, TTU
Margaret H. Hering, Bursar
Charlene Rucker, Accounting Group Supervisor
Deana Miller, Accounting Group Supervisor

Employees who may countersign only:

Liz Saenz, Accounting Group Supervisor
Belinda Fouse, Senior Accounting Clerk II.

- f. To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the American State Bank, Lubbock, Texas, effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Max C. Tomlinson, Associate Vice President for Business Affairs
Ronny Barnes, Assistant Vice President for Student Affairs
Tommie Beckwith, Assistant Director of Financial Aids
R. Spencer Gould, Assistant Director of Financial Aids
Charlie L. Stallings, Director of Accounting Services
Robert J. Swanson, Director of Grants and Contracts Administration
Steve R. Pruitt, Assistant Director of Accounting Services.

Employees who may countersign only:

Jo Hutcherson, Financial Aids Advisor
Margaret H. Hering, Bursar.

- g. To authorize transfers, by wire or other means, of funds between Texas Tech University depositories, effective August 2, 1985, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may authorize:

Eugene E. Payne, Vice President for Finance and Administration
Max C. Tomlinson, Associate Vice President for Business Affairs
Marsha A. Barnes, Assistant Vice President for Finance
Charlie L. Stallings, Director of Accounting Services
Robert J. Hall, Director of Cash Management
Steve R. Pruitt, Assistant Director of Accounting Services
Winnie Long, Administrative Assistant to the Director of Cash
Management.

A LEASE BETWEEN
TEXAS TECH UNIVERSITY
and
THE UNITED STATES DEPARTMENT OF AGRICULTURE
for a
SOIL MOISTURE AND PLANT STRESS RESEARCH LABORATORY

THIS LEASE is made and entered into this _____ day of _____, 1985 between Texas Tech University, an institution of higher education, hereinafter called the UNIVERSITY, and the United States of America, acting by and through the Agricultural Research Service of the United States Department of Agriculture, hereinafter called the GOVERNMENT.

The intent of the parties hereto is to substantially re-enter, subject to relocation of the lease premises and the minor changes herein, the lease agreement heretofore made between the parties dated the 22nd day of July, 1980.

WHEREAS, the GOVERNMENT wishes to lease certain land on the campus of the UNIVERSITY for the purpose of constructing a laboratory facility to be used as part of a cooperative program with the UNIVERSITY to conduct Soil Moisture and Plant Stress Research.

WHEREAS, the UNIVERSITY desires to have the GOVERNMENT lease and utilize said premises for a cooperative program with the UNIVERSITY as provided for in the continuing Memorandum of Understanding dated June 18, 1979 attached hereto as Exhibit 'A'; inasmuch as such cooperative program adds to the educational and research base of the UNIVERSITY.

NOW, THEREFORE, the parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The UNIVERSITY hereby leases to the GOVERNMENT 50 acres of land on the campus of the UNIVERSITY at Lubbock, Texas, as hereinafter described, and as shown on Exhibit 'B' attached hereto and made a part hereof:

That tract of land out of Section 21, Block A, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe, set in the North line of 4th Street, for the Southeast and beginning corner of this tract, whence the Southeast corner of Section 21, Block A bears South 0°09'00" West, 60.00 feet and South 89°51'00" East, 2630.69 feet;

THENCE North 89°51'00" West, along the North line of 4th Street, 775.00 feet to a 3/4" iron pipe, set for the Southwest corner of this tract;

THENCE North 0°09'00" East, 2810.32 feet to a 3/4" iron pipe, set for the Northwest corner of this tract;

THENCE South 89°51'00" East, 775.00 feet to a 3/4" iron pipe, set for the Northeast corner of this tract;

THENCE South 0°09'00" West, 2810.32 feet to the place of beginning.

CONTAINING 50.0 acres.

2. The term of this lease is fifty (50) years beginning the date this lease is executed by the GOVERNMENT subject to termination and renewal rights thereafter as hereinafter set forth.

This lease may, at the option of the GOVERNMENT, be renewed for an additional period of twenty-five (25) years provided notice is given in writing to the UNIVERSITY at least six (6) months before this lease would otherwise expire.

3. The GOVERNMENT shall pay the UNIVERSITY for the land, a lease payment at the rate of one dollar (\$1.00) per year for the term of the lease, including the 25-year option period in the event the GOVERNMENT decides to exercise such option. A one time payment made payable to Texas Tech University shall be made

for the term of the lease including the 25-year option period at the start of each lease period, and shall be delivered to:

Vice President for Finance and Administration
Texas Tech University
(Attn: Soil Moisture and Plant Stress Laboratory Lease)
P.O. Box 4469
Lubbock, Texas 79409

4. The GOVERNMENT agrees to cooperate with faculty and staff of the UNIVERSITY in joint research projects and in guiding work of graduate students.

5. The GOVERNMENT shall not sublease said premises or assign this lease. Further, the GOVERNMENT will not permit the use of said premises by anyone other than the GOVERNMENT, and the agents and servants of the GOVERNMENT. The GOVERNMENT may use the above described property only for a Soil Moisture and Plant Stress Laboratory. Any other use must be approved by the UNIVERSITY. In the event the GOVERNMENT does not begin UNIVERSITY approved use of the property within five years from the date of this lease, this lease shall become void and of no effect.

6. The UNIVERSITY shall furnish to the GOVERNMENT during the occupancy of said premises under the terms of this lease as part of the rental consideration, the following:

a. A survey plat and written legal description of the land hereby leased, to be prepared at the expense of the GOVERNMENT.

b. Right of ingress and egress to the above-described premises.

c. As long as available through the UNIVERSITY, the right to connect to existing or future UNIVERSITY-owned utilities or services including gas, electricity, water and sewer systems, if applicable, but excluding steam or chilled water systems. Such services will be subject to payment by the GOVERNMENT under UNIVERSITY accounting procedures.

7. The UNIVERSITY reserves unto itself, its successors or assigns, for the term of this lease and all times hereafter, any and all water rights

including, but not limited to: necessary rights of ingress and egress to drill a well or wells, to repair and maintain any wells or any pipes leading therefrom.

The UNIVERSITY further reserves unto itself, its successors or assigns, the right to use the land hereby conveyed and described for water, sewer and gas pipes, telephone and power lines and poles, television tower lines and poles and conduits for any other public utility.

The parties agree that this lease conveys rights to the surface estate only. The express reservation of certain rights shall not be construed as an implied conveyance of any other estate.

8. The GOVERNMENT shall have the right during the existence of this lease, to erect a Soil Moisture and Plant Stress Research Laboratory facility as may be needed and to erect additions thereto. The GOVERNMENT shall have the right to construct necessary parking areas. All costs of constructing the Laboratory and parking areas, including the costs of clearing the site, shall be borne by the GOVERNMENT. The GOVERNMENT shall have the right to place signs in or upon the premises hereby leased providing that such signs will conform to the UNIVERSITY's graphics system. The specific design and placement of any signs must be approved in writing by the UNIVERSITY's Director of Facilities Construction in advance of placement.

Such improvements and facilities shall be and remain the property of the GOVERNMENT and may be removed therefrom by the GOVERNMENT within a reasonable time after termination of this lease. The GOVERNMENT shall retain the right to dispose of the buildings, improvements and facilities in place in the event that the use contemplated herein is discontinued by the GOVERNMENT; provided, that if disposition of the buildings is to a party or parties other than the UNIVERSITY, the buildings, improvements and facilities will be removed from the

premises within a reasonable time and the site shall be restored to a condition reasonably like the site condition prior to erection of said facilities.

9. The GOVERNMENT agrees that in its development of plans for structures and facilities to be erected on the leased land, it will coordinate and discuss its plans with the UNIVERSITY and will obtain the approval of the UNIVERSITY to insure that they will conform with the general architectural design and engineering standards established by the UNIVERSITY for its construction program.

10. The GOVERNMENT and UNIVERSITY acknowledge that no representation is made by UNIVERSITY concerning the depth of the water table under the lease premises.

11. The GOVERNMENT agrees that all expenses for utilities, maintenance, operation and repair for the laboratory shall be the obligation of the GOVERNMENT. The UNIVERSITY may, at its option, undertake such maintenance and repairs at its own expense, with prior consultation with and approval of the GOVERNMENT.

12. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

13. The parties acknowledge the possibility that Fourth (4th) Street, the Southern border of the lease premises, may be widened during the term of this lease and if such is done by the power of eminent domain or by agreement the lease premises could be reduced in size due to land on the Southern border of the lease premises being taken in order to widen 4th Street.

14. This lease has been made and entered into by the GOVERNMENT with the UNIVERSITY in accordance with the provisions of Section 1 of the Act of August 4, 1965 (Public Law 89-106, 79 Stat. 431).

15. All notices or official communications which may be required under this agreement shall be given as follows:

a. Notice to UNIVERSITY:

Vice President for Finance and Administration
Texas Tech University
P.O. Box 4469
Lubbock, Texas 79409

b. Notice to GOVERNMENT:

Realty Officer
USDA-ARS-GSD
6505 Belcrest Road, Room 452
Hyattsville, Maryland 20782

16. This agreement may be amended by mutual agreement in writing executed by the officials executing this agreement or their successors and appended herewith.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

TEXAS TECH UNIVERSITY

By: _____
Chairman

Attest: _____
Secretary

Date: _____

UNITED STATES OF AMERICA

By: _____
Administrator
Agricultural Research Service
United States Department of Agriculture

Date: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

)

)

COUNTY OF LUBBOCK

)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 the same was the act of Texas Tech University and that he executed the same as the act of such University for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____,
1985.

Notary Public in and for the State of
Texas

(SEAL)

My commission expires _____, 19 ____.

ACKNOWLEDGMENT

THE STATE OF MARYLAND)
) ss.
COUNTY OF)

I hereby certify that on this day before me _____
_____, an officer duly authorized in the State of
Maryland to take acknowledgments, personally appeared _____
_____, whose name as Administrator, Agricultural
Research Service, United States Department of Agriculture, is signed to the
foregoing instrument and who is known to me and acknowledges before me that
being informed of the contents of this conveyance that he as such officer and
with full authority executed the same voluntarily and affixed the seal of the
United States Department of Agriculture as such _____
Administrator, Agriculture Research Service, United States Department of
Agriculture, in the name of and on behalf of the United States.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____,
1985.

Notary Public in and for the State of
Maryland

(SEAL)

My commission expires _____, 19 ____.

MEMORANDUM OF UNDERSTANDING
between
UNITED STATES DEPARTMENT OF AGRICULTURE
SCIENCE AND EDUCATION ADMINISTRATION
AGRICULTURAL RESEARCH - SOUTHERN REGION
and
TEXAS TECH UNIVERSITY
and
TEXAS AGRICULTURAL EXPERIMENT STATION

Relative to

Soil Moisture and Plant Stress Research

Texas Tech University, Texas Agricultural Experiment Station, and the United States Department of Agriculture, Science and Education Administration - Agricultural Research recognizes that cooperation is a matter of working together to a common end rather than merely one of cooperative financing. The parties hereto desire to cooperate on soil moisture and plant stress research. Each agency will contribute what it can to the planning, conducting, and interpreting of the research as a whole, and furnish such facilities and funds for particular research projects as is practicable. It is also recognized that successful cooperation can be had only through mutual understanding and efficient administration of the cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities of any party for independent action.

A. Texas Tech University Agrees:

To assign to the respective cooperative undertaking such members of its staff as may be agreed upon to assist in planning and conducting the research; furnish suitable land, farm or ranch equipment, office or laboratory space and equipment, public utilities, labor, livestock, plants, seeds, tractor and truck work, and other things required to conduct the cooperative work as may be mutually agreed upon from time to time.

B. Texas Agricultural Experiment Station Agrees:

To assign to the respective cooperative undertaking such members of its staff as may be agreed upon to assist in planning and conducting the research; furnish suitable land, farm or ranch equipment, office or laboratory space and equipment, public utilities, labor, livestock, plants, seeds, tractor and truck work, and other things required to conduct the cooperative work as may be mutually agreed upon from time to time.

C. Agricultural Research - Science and Education Administration Agrees:

To assign to the respective cooperative undertaking such members of its staff as may be agreed upon to assist in planning and conducting the research; furnish suitable land, farm or ranch equipment, office or laboratory space and equipment, public utilities, secretarial and clerical services, labor, livestock, plants, seeds, tractor and truck work, and other things required to conduct the cooperative work as may be mutually agreed upon from time to time.

D. It is Mutually Agreed:

1. That joint Federal/State planning of the Plant Stress and Soil Moisture Conservation Laboratory provides the necessary technical basis for sound programs and facility development. Local planning and administrative considerations for the Laboratory shall be a cooperative endeavor among the parties.

2. That the details of cooperative undertakings shall be planned and executed jointly by the cooperating agencies, each working through its appropriate subject matter units. Outlines covering working plans and methods of procedure, shall be prepared jointly, subject to revision by joint action as progress of the work justifies. Copies of these plans as required will be filed with the cooperating parties. Reports of the results of research shall be submitted each year by the individuals in direct charge of cooperative work, at least one copy to be furnished to each cooperating party.

3. This Memorandum of Understanding is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds in the Department of Agriculture made in conformity with the plans outlines in this Memorandum of Understanding must be in accord with Department Rules and Regulations, and in each instance based upon appropriate finance papers, such as lease, contract, requisition, letter of authorization, etc. Expenditures made by either party will be according to its governing rules and regulations.

4. All of the parties shall be free to install such equipment as may be needed and otherwise unavailable. Equipment purchased from Federal funds shall remain the property of the United States Department of Agriculture, subject to removal or other disposition at any time. Equipment purchased from State funds shall remain the property of the appropriate party, subject to its disposition.

5. The publication and patent provisions applicable to this Memorandum of Understanding are recorded in Attachment A attached hereto and are made a part hereof.

6. That the responsibilities assumed by each of the cooperating parties are contingent upon funds being available from which the expenditures legally may be met.

7. Funds of either Texas Tech University or the Texas Agricultural Experiment Station shall not be expended by a Federal employee. When the parties have no representatives stationed in the locality where cooperative research is undertaken, a Federal employee may handle the accounts but shall forward the vouchers to the authorized agent of the appropriate party. The parties should not send checks payable to Federal employees or send them checks payable to "Cash" or "Bearer" for payment of local expenses.

No member of or delegate to Congress or resident commissioner, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely but may be modified by mutual agreement among the parties in writing, and may be discontinued at the request of any of the parties. Requests for termination or any major change shall be submitted to the other parties not less than 60 days in advance of the effective date desired.

TEXAS TECH UNIVERSITY
P. O. Box 4560
Lubbock, Texas 79409

5/18/79

Date

§ J. Knox Jones, Jr.

Signature

Vice President for Research and Graduate Studies
Title

THE TEXAS AGRICULTURAL EXPERIMENT STATION
THE TEXAS A&M UNIVERSITY SYSTEM
College Station, Texas 77843

June 1, 1979

Date

§ N. P. Clarke

Signature

Director

Title

THE UNITED STATES DEPARTMENT OF AGRICULTURE
SCIENCE AND EDUCATION ADMINISTRATION
AGRICULTURAL RESEARCH - SOUTHERN REGION

June 18, 1979

Date

§ E. L. Kendrick

Signature

Dr. E. L. Kendrick
Regional Administrator

Title

PUBLICATION AND PATENT PROVISIONS

1. With respect to the publication of any results of the research conducted under their Research Agreement, it is agreed that the results may be made known to the public by either party after due notice and submission of the manuscript to the other, with such credit or recognition as may be mutually agreed upon: Provided, that full responsibility is assumed by such party for any statements on which there is a difference of opinion: and provided further, that no copyrights shall subsist in any such publications.
2. Any invention made under this Research Agreement solely by employees of the U.S. Department of Agriculture shall be disposed of in accordance with the policies of the U.S. Department of Agriculture.
3. Any invention made under this Research Agreement solely by employees of the Performing Organization shall be disposed of in accordance with the policies of the Performing Organization: Provided that, unless the Performing Organization, licensee, or assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application, or has made the invention available for licensing on terms that are reasonable in the circumstances, or can show cause why it should retain the principal rights or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis; and Provided further, the Government retains a world-wide royalty-free license for Governmental purposes.
4. Any invention made under this Research Agreement by at least one employee of the U.S. Department of Agriculture and at least one employee of the Performing Organization shall be disposed of as mutually agreed upon between the U.S. Department of Agriculture and the Performing Organization.
5. As used in paragraphs (2), (3), and (4), herein, the term "invention" means any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable or protectable by certificate of Plant Variety Protection under the laws of the United States.

TEXAS TECH UNIVERSITY FOUNDATION

August 2, 1985

New Nominations

(Term Expiring August 31, 1988)

William D. Armstrong
John Burdette
Ray Diekemper
Dan Griffis
Dicky Grigg
Vernon Haggerton
Kent Hance
Robert Junell
Kevin McMahon
Robert Nash
Joe Pevehouse
Clark Pfluger
Tom Richards
James L. Stuart

TEXAS TECH UNIVERSITY FOUNDATION

August 2, 1985

Renominations

(Term Expiring August 31, 1988)

R. G. "Wick" Alexander
Louise Arnold
Edgar Blair
Douglas Boren
Robert F. Brown
Ray Butler
R. Guy Carter
Rick Chambers
Vernon Clem
Bill E. Collins
Amber Cree
C. H. Cummings
Richard Dickey
Giles Forbess
Joe Kirk Fulton
Robert Gantt
Dane Grant
F. William Holder
Joe Horkey
Jerry Johnson
Mark M. Johnson
Nelida Laney
Robert Macy
A. L. Mangum
Reginald Martin
Elizabeth Masterson
Jack McClellan
John Pittman
Robert Rawls
Carl W. Ray
Robert G. Schuster
John Scovell
John Simpson
Robert Southerland
J. T. Talkington
Larriet Thomas
Don Tusha
Ralph Way
Harry Westmoreland
George C. Wilson

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only - Professorial Appointments
May, 1985 through July, 1985

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Agrawal, Pradeep Assistant Professor	Economics	9/1/85-5/31/86
Bellar, Stephanie L. Assistant Professor	Political Science	9/1/85-5/31/86
Carlson, Paul H. Associate Professor	History	9/1/85-5/31/86
Chavez, Eliverio Assistant Professor	Classical & Romance Languages	9/1/85-5/31/86
Chow, King W. Assistant Professor	Political Science	9/1/85-5/31/86
Curzer, Howard Jay Assistant Professor	Philosophy	9/1/85-5/31/86
Densmore, Llewellyn Denison Assistant Professor	Biological Sciences	9/1/85-5/31/86
Dorn, Ronald I. Assistant Professor	Geography	9/1/85-5/31/86
Faulkner, Kim Visiting Assistant Professor	Psychology	9/1/85-5/31/86
Fedler, Clifford Bernard Assistant Professor	Agricultural Engineering	9/1/85-5/31/86
Gibson, Thomas L. Assistant Professor	Physics	9/1/85-5/31/86
Gregory, James Marling Associate Professor	Agricultural Engineering	9/1/85-5/31/86
Guffey, Charles G. Associate Professor	Petroleum Engineering	9/1/85-5/31/86
Lehman, Thomas M. Assistant Professor	Geosciences	9/1/85-5/31/86

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Lewis, Scott M. Associate Professor	Law	9/1/85-8/31/86
Jeter, Randall Mark Assistant Professor	Biological Sciences	9/1/85-5/31/86
Marks, Robert Visiting Associate Professor	Electrical Engineering	9/1/85-5/31/86
Newton, W. Frank Professor	Law	9/1/85-8/31/86
Rhinehart, R. Russell Assistant Professor	Chemical Engineering	9/1/85-5/31/86
Rinehart, Sue Tolleson Assistant Professor	Political Science	9/1/85-5/31/86
Riposa, Gerry T. Assistant Professor	Political Science	9/1/85-5/31/86
Slack, James D. Associate Professor	Political Science	9/1/85-5/31/86
Sleek, Diane Visiting Assistant Professor	Law	9/1/85-5/31/86
Stout, Betty Lee Assistant Professor	Home Economics Education	9/1/85-5/31/86

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only - Professorial
Resignations and/or Terminations
May, 1985 through July, 1985

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Barney, Garold B. Visiting Professor	Museum Science/ Museum	6/30/85
Cervin, Richard Assistant Professor	Economics	6/1/85
Collins, Paul D. Visiting Professor	Political Science	5/31/85
Correa, Vivian Assistant Professor	Education	8/3/85
Esteves, Oyara P. Associate Professor	Education	8/31/85
Fuller, Bryan B. Assistant Professor	Biological Sciences	5/31/85
Garcia-Giron, Edmundo Professor	Classical & Romance Languages	8/31/85
Greenebaum, Karen Sydney Assistant Professor	Art	5/31/85
George-Stewart, Janice Rae Assistant Professor	Food & Nutrition	5/31/86
Hatami, Roben Assistant Professor	Business Administration	6/1/85
Hudson, Janice M. Volleyball Coach	Women's Intercollegiate Athletics	7/7/85
Hughes, D. L. Assistant Professor	Political Science	8/31/85
Hummasti, P. George Visiting Professor	History	5/31/85

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Knop, Nancy Assistant Track Coach	Women's Intercollegiate Athletics	5/31/85
Koch, Alberta Assistant Professor	Human Development & Family Studies	8/1/85
Kowalski, John J. Assistant Professor	Petroleum Engineering	6/1/85
Krompholz, Herman Assistant Professor	Electrical Engineering/ Computer Science	5/31/85
Law, Cylian S. Assistant Professor	Human Development & Family Studies	5/31/85
Locke, Mary Lou Assistant Professor	History	6/1/85
Maddux, Cleborne D. Associate Professor	Education	8/1/85
Maddux, James E. Assistant Professor	Psychology	7/16/85
Palmer, C. Eddie Associate Professor	Sociology	7/15/85
Pankake, Anita Assistant Professor	Education	8/31/85
Paynter, Earlene T. Associate Professor	Speech and Hearing Sciences	7/15/85
Rains, Barbara Simmons Professor	Education	7/14/85
Reynolds, Gregory J. Golf Coach	Athletics	5/31/85
*Rouse, Robert L. Professor	Economics	7/31/85
Smith, James T. Professor	Petroleum Engineering	6/1/85
Vandiver, Micki M. Visiting Assistant Professor	Political Science	7/15/85

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Wakefield, Dennis A. Visiting Assistant Professor	Political Science	7/15/85
Wheeless, Lawrence R. Professor	Speech Communication	8/23/85
Wheeless, Virginia Eman Assistant Professor	Speech Communication	8/23/85
White, Martin B. Associate Professor	Law	8/31/85
Williams, Robert J. Visiting Assistant Professor	Biological Sciences	5/31/85
*Winkler, Herald Warren Professor	Petroleum Engineering	9/1/85

*Retiring

TEXAS TECH UNIVERSITY

BUDGET ADJUSTMENTS OF \$100,000 OR MORE FOR
SUPPLEMENTAL AWARDS OR RENEWALS OF RESEARCH
AND OTHER SPONSORED PROJECTS

3. MARCH 1, 1985 THROUGH JUNE 30, 1985

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Improved Technique for Hydrogen Peroxide	\$ 100,000	Environmental Protection Agency
Summer Training and Employment Program (TEC)	121,810	Texas Employment Commission
Upward Bound	183,295	Department of Education
Innovative Mathematical Methods in Turbulence Modeling	165,055	United States Air Force Kirtland Air Force Base
TOTAL	<u>\$ 570,160</u>	

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1985

4.

I. Summary and Comparison of Travel Costs by Expenditure Classification.

	This Year Quarters <u>I, II & III</u>	Last Year Quarters <u>I, II & III</u>
(a) Commercial Airfare	\$1,085,700.34	\$ 836,784.32
(b) Personal Auto Mileage	109,683.84	129,114.80
(c) Automobile Rental	97,419.15	98,602.21
(d) Per diem (In-State)	348,875.96	290,207.35
(e) Meals and Lodging (Out-of-State)	293,027.72	272,466.71
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>795,701.48</u>	<u>881,867.08</u>
Totals	<u>\$2,730,408.49</u>	<u>\$2,509,042.47</u>

II. Percent of total travel cost incurred by purpose for Quarters I, II and III of this fiscal year.

	<u>Percent of Total Travel Cost</u>			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	1.77	5.50	.73	8.00
(b) Required for research project	3.74	1.83	.99	6.56
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	23.29	32.32	3.76	59.37
(d) To perform official business and duties	17.48	7.92	.40	25.80
(e) Multi-purpose meeting/ paper	<u>.14</u>	<u>.13</u>	<u>-0-</u>	<u>.27</u>
Totals	<u>46.42</u>	<u>47.70</u>	<u>5.88</u>	<u>100.00</u>

III. Cities traveled to and number of trips (5342) for the purposes shown in Section II and for Quarters I, II and III.

- (a) In-State : Amarillo (151), Austin (406), Corpus Christi (46), Dallas/Fort Worth (903), El Paso (97), Houston (426), Midland/Odessa (114), San Antonio (236), West Texas Area (521), Others (497).
- (b) Out-of-State : Albuquerque (144), Chicago (87), Los Angeles (93), New Orleans (119), New York (43), San Francisco (114), Washington, D.C. (157), Denver (96), Las Vegas (49), Others (924).
- (c) Out-of-Country : Toronto, Canada (37), Lyngby, Denmark (1), London, England (6), Munich, West Germany (4), Paris, France (5), Dakar, Senegal (4), San Juan, Puerto Rico (7), Beijing, China (2), San Luis, Potosi, Mexico (2), Frankfurt, West Germany (3), Lima, Peru (3), Guatemala City, Guatemala (9), Juarez, Mexico (2), Seoul, South Korea (2), Oslo, Norway (3), Salamana, Spain (1), Acapulco, Mexico (2), Quebec, Canada (1), Mexico City, Mexico (3), Nuremberg, Germany (1), Monterrey, Mexico (1), Cape Town, South Africa (1), Sasleatton, Canada (1), Vienna, Austria (1), Banff, Canada (2), Chihuahua, Mexico (1), Vancouver, Canada (2), Sonora, Mexico (1), Adelaide, Australia (1), Rome, Italy (1), Zurich, Switzerland (1), Oxford, England (1), Athens, Greece (1), Jalisco, Mexico (2), Hong Kong, B. C. C. (1), Varna, Bulgaria (1), Hermosille, Mexico (1), Florence, Italy (1).

- BFG Construction, Inc., - Interior Renovation Stangel/Murdough Residence Halls
5. a. The following Contract No. 607 with BFG Construction, Inc., in the amount of \$509,178 for the interior renovation of Stangel/Murdough Residence Halls is entered for informational purposes. Execution of this Contract was authorized in the Board Minutes of March 8, 1985, Item M129.

CONSTRUCTION SERVICES

Contract No. 607
Account Number 3702 42 1216

AGREEMENT

THIS AGREEMENT made this 19th day of March, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and BFG Construction, Inc., the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Stangel/Murdough - 1985 Interior Renovations (FP&C 84-43).

ARTICLE 2

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 Nine Thousand One Hundred Seventy Eight Dollars and no/100

(Written Amount)

\$509,178.00

(Figures)

Included in the total contract sum is \$239,315 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed no later than August 9, 1985.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

CONTRACTOR
BFG Construction, Inc.
Firm

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D., President

By: /s/ Tony Ferrara
Vice President

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell
General Counsel

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne
Chief Fiscal Officer

Gurss, Inc. - Replacement of Doors, Weymouth/Coleman Residence Halls

5. b. The following Contract No. 609 with Gurss, Inc., in the amount of \$134,811 for the replacement of doors in Weymouth/Coleman Residence Halls is entered for informational purposes. Execution of this contract was authorized in the March 8, 1985 Minutes, Item M130.

CONSTRUCTION SERVICES

Contract No. 609
Account Number 3702 42 1214

AGREEMENT

THIS AGREEMENT made this 20th day of March, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Gurss, Inc., the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Coleman/Weymouth Door Replacement FPC 84-39 including Alternates No. 1 and No. 2.

ARTICLE 2

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 One Hundred Thirty Four Thousand Eight Hundred Eleven Dollars and no/100

(Written Amount)

\$134,811.00

(Figures)

Included in the total contract sum is \$68,922.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed by July 2, 1985, July 5, 1985, and July 30, 1985.

The Contractor further agrees to pay, as liquidated damages, the sum of 250.00 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

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.

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

ARTICLE 6

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 7

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

TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D., President

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell
General Counsel

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne
Chief Fiscal Officer

CONTRACTOR

GURSS, INC.

Firm

By: /s/ Rollo Gurss

Lee Lewis General Contractor - Multipurpose Athletic and Physical Education Facility

5. c. The following Contract No. 611 in the amount of \$3,826,925 with Lee Lewis General Contractor for the construction of the Multipurpose Athletic and Physical Education Facility is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 8, 1985, Item M128.

CONSTRUCTION SERVICES

Contract No. 611
Account Number 3702 42 1194

AGREEMENT

THIS AGREEMENT made this 10th day of April, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Lee Lewis General Contractor, Inc., the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Multi-Purpose Athletic and Physical Education Facility (FP&C 84-20).

ARTICLE 2

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 Three Million Eight Hundred Twenty Six Thousand Nine Hundred Twenty Five Dollars and 00/100

(Written Amount)

\$3,826,925 (Base Bid Less Exhibit A attached hereto)

(Figures)

Included in the total contract sum is \$2,280,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 420 calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

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.

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

ARTICLE 6

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 7

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.

ARTICLE 8

Exhibit "A" attached hereto, is incorporated herein as if copied verbatim.

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
LEE LEWIS GENERAL
CONTRACTOR, INC.
Firm

By: Lauro F. Cavazos, Ph.D.
President

Date: 4/13/85

By:

Date: 4-17-85

REVIEWED FOR ~~FORM~~ AND CONTENT

General Counsel

Date: 4-11-85

REVIEWED FOR FISCAL IMPLICATIONS

Chief Fiscal Officer

Date: 4/11/85

TEXAS TECH UNIVERSITY
MULTIPURPOSE ATHLETIC & PHYSICAL EDUCATION FACILITY
LUBBOCK, TEXAS

EXHIBIT A
Page 1 of 2

28 MARCH 1985

The following shall be incorporated in and become a part of the original drawings and specifications of the above identified project.

1. Add Alternate No. 2, requiring construction of the Turf Storage pit. ADD 141,500.00
2. Add Alternate No. 3, requiring construction of the Basketball Floor. ADD 45,800.00
3. Add Alternate No. 4, requiring completion of the Strength Facility. ADD 88,200.00
4. Subject to reinstatement as an obligation of the contract, upon written notice of the University on or before October 1, 1985, delete the Retractable Turf System. DEDUCT 500,000.00
5. Delete allowance included in bid for rubbing and otherwise finishing exposed surfaces of structural slabs poured over metal pan forms. Fill honeycomb, aggregate pockets, voids, etc. and remove fins and loose material, but otherwise ignore related requirements for dressing these exposed concrete surfaces. DEDUCT 13,000.00
6. Delete painting scheduled and/or specified at
 - a) Exposed (pan joist structure) concrete ceilings in spaces. Deduct 12,500.00
 - b) Concrete or concrete masonry walls and partitions in Rms. 103, 106, 107, 108, 112, 113, 114, 115, 116, 117, 124, 125, and 126. Deduct 7,300.00 DEDUCT 19,800.00
7. Reduce width of walk encircling the building, at the low point of the Berm, from 8'-0" to 4'-0". DEDUCT 5,000.00
8. Provide and install 1 1/2 pr. ball bearing butts (mfgs. standard) at fourteen Type 3 entrance doors (adjacent to revolving Type 4), in lieu of Roton butts specified. DEDUCT 2,800.00

TEXAS TECH UNIVERSITY
MULTIPURPOSE ATHLETIC & PHYSICAL EDUCATION FACILITY
EXHIBIT A
Page 2 of 2

9. Provide and install plastic laminate toilet compartments (mfr. subject to Architect's approval) in lieu of glass compartments specified.	DEDUCT	8,000.00
10. Provide hardrock concrete envelope at underfloor ductwork, in lieu of insulating lightweight concrete noted and specified.	DEDUCT	3,000.00
11. Delete Fire Protection Sprinkler System required by drawings and specifications (Section 15G).	DEDUCT	90,000.00
12. Delete plumbing requirements shown and specified, outlined below: a) 140'-0" of 4" gas pipe between note point 31 and 33 (drawing sheet MP1). Deduct 490.00. b) Hot water pipe to North Toilet Deduct 1,237.00. c) Insulation on Hot Water Pipe deleted (b-above only). Deduct 642.00. d) Water Heater No. 2 (Generator) Deduct 8,356.00. e) Change Galvanized Sleeves to concrete culvert pipe. Deduct 800.00	DEDUCT	11,525.00
13. Delete ten (10) Type "K" exterior light fixtures; eight at parking lot (Alternate 1, rejected) and two at East end of row along Sixth Street.	DEDUCT	8,450.00
NET EFFECTS OF ADDS & DEDUCTS	DEDUCT	386,075.00

Record sets of prints for the Architect, Owner and Contractor will be red-marked by the Architect to reflect additions and deletions outlined here.

OWNER

TEXAS TECH UNIVERSITY

CONTRACTOR

LEE LEWIS GENERAL
CONTRACTOR, INC.
Firm

By:

~~Raulo F. Cavazos, Ph.D.~~
President

Date:

4/13/85

By:

Date:

4/18/85

REVIEWED FOR ~~FORM~~ AND CONTENT

General Counsel

Date:

4-11-85

REVIEWED FOR FISCAL IMPLICATIONS

Chief Fiscal Officer

Date:

4/11/85

Hamilton Roofing Company - Wells/Carpenter Roof Replacement

5. d. The following Contract No. 618 with Hamilton Roofing Company in the amount of \$138,286 is entered for informational purposes. Execution of this contract was authorized in the Board meeting of May 10, 1985, Item M174.

CONSTRUCTION SERVICES

Contract No. 618
Account Number 3702-42-1213

AGREEMENT

THIS AGREEMENT made this 20th day of May, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Hamilton Roofing Company, the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Wells/Carpenter - Roof Replacement.

ARTICLE 2

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 One Hundred Thirty Eight Thousand, Two Hundred Eighty Six and no/100

(Written Amount)

\$138,286 (including Alternates 1, 2, 5, 6 and 9)

(Figures)

Included in the total contract sum is \$81,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed by the end of the day on July 30, 1985.

The Contractor further agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D.
President

Date: 5/24/85

REVIEWED FOR FISCAL IMPLICATION

/s/ E. E. Payne
Chief Fiscal Officer

Date: 5/23/85

CONTRACTOR
HAMILTON ROOFING COMPANY

By: /s/ Ann Hamilton

Date: 6/5/85

REVIEWED FOR FORM AND
CONTENT
TEXAS TECH UNIVERSITY

/s/ Pat Campbell
General Counsel

Date: 5/22/85

- Knox, Gailey & Meador, Inc. - Campus - North Utility Tunnel Interconnect
5. e. The following Contract No. 619 with Knox, Gailey and Meador, Inc., in the amount of \$1,681,019 for the campus - north utility tunnel interconnect is entered for informational purposes. Execution of this contract was authorized in the May 10, 1985, meeting, Item M172.

CONSTRUCTION SERVICES

Contract No. 619
Account Number 3707-42-1228

AGREEMENT

THIS AGREEMENT made this 20th day of May, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Knox, Gailey, & Meador, Inc., the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Campus - North Utility Tunnel Interconnect.

ARTICLE 2

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 One Million, Six Hundred Eighty One Thousand, Nineteen Dollars and no/100

(Written Amount)

\$1,681,019 (including Alternates 1 through 6)

(Figures)

Included in the total contract sum is \$680,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed 250 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 Engineer.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D.
President

Date: 5/24/85

REVIEWED FOR FISCAL IMPLICATION

/s/ E. E. Payne
Chief Fiscal Officer

Date: 5/22/85

CONTRACTOR
KNOX, GAILEY, & MEADOR, INC.

By: /s/ Don Meador

Date: 5/24/85

REVIEWED FOR FORM AND CONTENT
TEXAS TECH UNIVERSITY

/s/ Pat Campbell
General Counsel

Date: 5/22/85

El Paso Sand Products - Physical Plant Loop Road

5. f. The following Contract No. 621 with El Paso Sand Products in the amount of \$262,111.86 for construction of the physical plant loop road is entered for informational purposes. Execution of this contract was authorized in the Minutes of May 10, 1985, Item M170.

CONSTRUCTION SERVICES

Contract No. 621
Account Number 3701-42-1219

AGREEMENT

THIS AGREEMENT made this 27th day of May, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and El Paso Sand Products, El Paso, Texas, the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Physical Plant Loop Road.

ARTICLE 2

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 Sixty Two Thousand One Hundred Eleven Dollars and 86/100 (including additive alternates 1, 1A, 1B, 2 and 3)

(Written Amount)
<u>\$262,111.86</u>
(Figures)

Included in the total contract sum is \$104,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed October 1, 1985.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 Engineer.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D.
President

Date: June 7, 1985

REVIEWED FOR FISCAL IMPLICATION

/s/ E. E. Payne
Chief Fiscal Officer

Date: 6/6/85

CONTRACTOR
EL PASO SAND PRODUCTS

By: /s/ Richard Buriss

Date: 14 June 85

REVIEWED FOR FORM AND CONTENT
TEXAS TECH UNIVERSITY

/s/ Pat Campbell
General Counsel

Date: June 7, 1985

El Paso Sand Products - Multipurpose Loop Road

5. g. The following Contract No. 622 with El Paso Sand Products, in the amount of \$235,094.70 for the construction of the multipurpose loop road is entered for informational purposes. Execution of this contract was authorized in the Minutes of May 10, 1985, Item M171.

CONSTRUCTION SERVICES

Contract No. 622
Account Number 3701-42-1220

AGREEMENT

THIS AGREEMENT made this 27th day of May, in the year Nineteen Hundred Eighty Five

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and El Paso Sand Products, El Paso, Texas, the Contractor.

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Campus - Multipurpose Loop Road.

ARTICLE 2

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 Thirty Five Thousand Ninety Four Dollars and 70/100 (including Additive Alternate 1)

(Written Amount)

\$235,094.70

(Figures)

Included in the total contract sum is \$92,038 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed August 16, 1985.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor, 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 five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 Engineer.

ARTICLE 5

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.

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

ARTICLE 6

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 7

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
TEXAS TECH UNIVERSITY

BY: /s/ Lauro F. Cavazos
Lauro F. Cavazos, Ph.D.
President

Date: June 7, 1985

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne
Chief Fiscal Officer

Date: 6-6-85

CONTRACTOR
EL PASO SAND PRODUCTS

By: /s/ Richard Buriss

Date: 14 June 85

REVIEWED FOR FORM AND CONTENT
TEXAS TECH UNIVERSITY

/s/ Pat Campbell
General Counsel

Date: June 7, 1985

TEXAS TECH UNIVERSITY
Office of Development
June 1985
Gifts and Grants

6. a.

SUMMARY

	<u>June 1984</u>	<u>YTD FY '84</u>	<u>June 1985</u>	<u>YTD FY '85</u>
Texas Tech University	521,256.85	11,356,466.91	1,201,859.72	8,805,245.22
Texas Tech University Foundation	773,912.48	3,649,616.57	65,445.44	2,069,829.19
TOTAL:	\$1,295,169.33	\$15,006,083.48	\$1,267,305.16	\$10,875,074.41