

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1992 THROUGH AUGUST 31, 1993

VOLUME I

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

MARCH 26, 1993

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
March 26, 1993

M85. The Board of Regents of Texas Tech University met in regular session on Friday, March 26, 1993, at 9:40 a.m. in the Board Suite on campus. The following Regents were present: Mr. J. L. "Rocky" Johnson, Chair, Ms. Elizabeth "Cissy" Ward, Vice Chair, Gen. Richard E. Cavazos, Jr., Mrs. Patsy W. Martin, Dr. Carl E. Noe, Mr. John C. Sims, and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. C. Len Ainsworth, Vice Provost for Academic Affairs; Dr. Virginia M. Sowell, Associate Vice President for Academic Support Services; Dr. Monty E. Davenport, Associate Vice President for Plant Services; Mr. Eric Williams, Associate Vice President for Facilities Planning and Construction; Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies; Dr. Jerry Ramsey, Associate Vice President for Operations; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Dr. Robert Albin, Associate Dean, and Dr. Ronald Sosebee, Interim Chairman, Range and Wildlife Management, College of Agricultural Sciences and Natural Resources; Dr. Thomas Newman, Associate Vice President and Professor, Mathematics, College of Arts and Sciences; Mr. John Henson, Associate Director, Continuing Education; Mr. D. Kent Kay, Director, Internal Audit; Dr. Margaret Simon, Director, University News and Publications; and Ms. Donna R. Rampy, Assistant Secretary. Texas Tech University Health Sciences Center: Dr. Bernhard T. Mittemeyer, Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Dr. Kenneth Barker, Vice President for Research and Academic Support; Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost; Dr. Darryl Williams, Dean, School of Medicine; Dr. Pat Yoder Wise, Interim Dean, School of Nursing; Dr. Hugh Bonner, Associate Dean, and Dr. Hal Larsen, Professor and Chairman, Clinical Lab Science, School of Allied Health; and Mr. James Johnston, Manager, Teaching Learning Resources.

Other present were: Mrs. Robert W. Lawless; Dr. B. H. Newcomb, President, Faculty Senate; Mr. Chris Loveless, President, Student Association; Ms. Julie Hemby, Lubbock Avalanche-Journal; Ms. Mary Bornhoff, KAMC-TV; Ms. Beth McDonough, KLBK-TV; and Ms. Dana Gundy, KCBD-TV.

- M86. Upon motion made by Mr. Sims, seconded by Ms. Ward, the Minutes of the meeting of January 28, 1993, were approved.
- M87. Chair Johnson called on Dr. Lawless for the President's Report; Attachment No. M1.

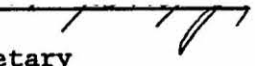
- M88. Ms. Ward reported for the Academic and Student Affairs Committee. The following three items (M89 through M94) constitute action taken upon committee recommendation.
- M89. Upon motion made by Ms. Ward, seconded by Gen. Cavazos, the following was unanimously approved: RESOLVED, that the Board of Regents grants tenure to the faculty of Texas Tech University whose names appear on the attached list, effective this date; Attachment No. M2.
- M90. Upon motion made by Ms. Ward, seconded by Mrs. Martin, the following was approved: RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached roster, effective September 1, 1993; Attachment No. M3.
- M91. Item three was withdrawn.
- M92. Upon motion made by Ms. Ward, seconded by Mr. Sims, the following was unanimously approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals listed on the attached sheet; Attachment No. M4.
- M93. Upon motion made by Ms. Ward, seconded by Mr. White, the following was unanimously approved: RESOLVED, that the Board of Regents approves that the individual named in the attachment receive partial salary from another entity while on Faculty Development Leave during the 1993-94 academic year; Attachment No. M5.
- M94. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents ratifies administrative actions as follows:
- a) Faculty Development Leaves; Attachment No. M6.
 - b) Leaves of absence; Attachment No. M7.
- M95. Mr. Sims reported for the Finance and Administration Committee. The following two items (M96 through M97) constitute action taken upon committee recommendation.
- M96. Upon motion made by Mr. Sims, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves a contract for the purchase of natural gas from Enernmart at a price of \$2.06 per MMBtu for the period beginning September 1, 1993, through August 31, 1994, and authorizes the President to sign the contract.
- M97. Item two was withdrawn.
- M98. Mr. White reported for the Campus and Building Committee. The following eight items (M99 through M106) constitute action taken upon committee recommendation.
- M99. Upon motion made by Mr. White, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, to appoint the firm of Schauer & Associates, Inc., as project architect, and to proceed with contract

documents and the receipt of bids for the renovation of the auditorium in the Agricultural Education and Communications Building. BE IT FURTHER RESOLVED, that the project budget is established at \$328,000.

- M100. Upon motion made by Mr. White, seconded by Ms. Ward, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, to approve the schematic design, to proceed with contract documents and the receipt of bids and to award a construction contract, with concurrence of the Chair of the Board and the Chair of the Campus and Building Committee, for the FY 93 bus system accessibility improvements. BE IT FURTHER RESOLVED, that the project budget is established at \$150,000.
- M101. Upon motion made by Mr. White, seconded by Mrs. Martin, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Lydick Hooks Roofing Company, Inc., of Lubbock, in the amount of \$113,795 for the partial replacement and repair of the roof on the Wall/Gates Residence Halls and authorizes the President to execute a contract.
- M102. Upon motion made by Mr. White, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Hamilton Roofing Company in the amount of \$130,765 for the partial replacement and repair of the roof on the Hulen/Clement Residence Halls and authorizes the President to execute a contract.
- M103. Upon motion made by Mr. White, seconded by Ms. Ward, the following was approved: RESOLVED, that the Board of Regents accepts the bid of Pharr Construction Company, Inc., in the amount of \$339,043 for the Phase III renovation of the Fisheries and Wildlife Research Building and authorizes the President to execute a contract.
- M104. Upon motion made by Mr. White, seconded by Dr. Noe, the following was approved: RESOLVED, that the Board of Regents authorizes the President to award a construction contract, with concurrence of the Chair of the Board and the Chair of the Campus and Building Committee, for the renovation of the existing offices in the Physical Plant.
- M105. Upon motion made by Mr. White, seconded by Dr. Noe, the following was approved: RESOLVED, that the Board of Regents approves the 1993-94 Traffic and Parking Regulations; Attachment No. M8.
- M106. Upon motion made by Mr. White, seconded by Ms. Ward, the following was approved: RESOLVED, that the Board of Regents ratifies the administrative actions relating to Campus and Building as follows:
- a) To record February 12, 1993, as the completion date for the Coronado room in the University Center.
 - b) To record January 19, 1993, as the completion date for Phase II of the renovation and addition to the Physical Plant.
- M107. Dr. Noe reported for the Development and Public Affairs Committee and that total gifts and grants received through February 28 for the 1992-93 fiscal year for Texas Tech University and Texas Tech University Foundation is

\$4,680,000, as compared with \$4,159,000, last year's figure for this same time period. Thus, total gifts and private grants to Texas Tech through February 1993, is \$6,198,000 versus \$5,159,000 a year ago.

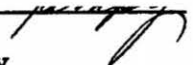
- M108. Mr. Johnson called upon Dr. Haragan who gave the report of the Executive Vice President and Provost; Attachment No. M9. Dr. Haragan introduced Dr. Ronald Sosebee, Interim Chairman, Range and Wildlife Management, College of Agricultural Sciences and Natural Resources, who gave a report on the Department of Range and Wildlife Management including the cooperative Fisheries and Wildlife Unit.
- M109. Mr. Johnson announced that the next Board of Regents meeting activities will be held on May 14, 1993. Committee meetings will begin at 8:00 a.m. with the Board meeting beginning at approximately 2:30 p.m.
- M110. There being no further business, the meeting adjourned.


Donna R. Rampy
Assistant Secretary

Attachments (March 26, 1993)

- M1. President's Report; Item M87.
- M2. Faculty Recommended for Academic Tenure; Item M89.
- M3. Recommended Changes in Academic Rank; Item M90.
- M4. Recommended Emeritus Appointments; Item M92.
- M5. Faculty Development Leave, Special; Item M93.
- M6. Faculty Development Leaves; Item M94a.
- M7. Leaves of Absence; Item M94b.
- M8. 1993-94 Traffic and Parking Regulations; Item M105.
- M9. Provost's Report; Item M108.

I, Donna R. Rampy, the duly appointed and qualified Assistant 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 March 26, 1993.


Donna R. Rampy
Assistant Secretary

SEAL

March 26, 1993

PRESIDENT'S REPORT

Thank you Mr. Johnson, members of the Board. As always, we are uplifted by the performance of our students. The extraordinary faculty at Texas Tech again and again provides us with pride in terms of the accomplishments of students. I was informed last night of yet another award that I could add to the list of accomplishments. We have a young man 19 years old, Jeremy Bruns, who just earlier this week, won the national organ competition in Seattle, Washington. Here we have another national champion from the music department that has excelled and demonstrated the promise and the great excellence that we have in our music department.

As you probably read in the paper, even though there were individuals in Dallas competing from schools nationwide in the fashion design competition, one of our students in the College of Human Sciences, Tiffany Robinson, was named the overall design winner. Miss Robinson received an all expenses paid internship to Paris, France, for six weeks at the Paris Design Institute. Once again this points out, whether in music, design, meat judging, or any number of areas, our faculty have the expertise and the students' interest to produce the very finest.

Now, I guess if we were to meet in two weeks, I could talk about a national championship basketball team, but that has not yet occurred. We are the highest remaining seed in the West, and then we will go to meet the best seed in the East when we go to Atlanta. If you note, I have made all of these remarks, sir, and I have not used the two words that you said I could not use in my report. But, if there is anyone here who does not know to what I am referring, they probably just arrived from the turmoil in Russia.

What I really want to discuss very briefly, today, is an update and an abbreviated summary of where I think we stand in this legislative session. It is interesting because the update is, at best, somewhat ambiguous. We appeared January 20, before the Senate Finance Committee and Regents Gulley and Martin were there to support our presentation. We discussed Senate Bill 5 and the effect it would have on Texas Tech, both the University and the Health Sciences Center. Likewise, we appeared before the House Appropriations Committee on February 18, and were supported there by Regents Sims and White. We were scheduled to meet at 10:30 and actually ended up meeting later in the afternoon. This meant that Mr. White flew to Austin for nothing because he had another commitment and had to leave prior to our meeting. Mr. Sims supported us and actually had to spend some time answering their questions. We have been well represented by regents' support at the hearings.

As it turns out, the bills are very different. Senate Bill 5 is a bill that has had a lot of additions to it. The Senate Finance Committee has amended their original bill, appended various funds for various items and deleted funds for other items. The result of which is if Senate Bill 5 were passed, we would basically look at a flat appropriation for the next biennium, no increase and

roughly, no reduction--about the same level of appropriation that we have now. Although they both started with the same bill from the Legislative Budget Board, House Bill 650 is considerably different in that they have put together the Bill and then created an Article VII, wherein they placed all items not in the regular bill. I am told that the total "wishes" that are in Article VII would amount to approximately 3.5 billion. It is speculated that Comptroller Sharp will certify revenue estimates of some 1.8 billion, which means approximately half of the items that appear in Article VII could be funded. These items are not in Article VII with priorities. I don't know, and I am sure the House does not know exactly how they would designate items to be funded. If we look at the House Bill without any addition from Article VII, we are looking at about a \$400,000 reduction over the biennium.

Now, I want to cover, briefly, the main points of difference in these two bills. We've talked in the past about performance measures. I have discussed the so called "performance measures" and the possible implications for the University and the Health Sciences Center. Senate Bill 5 has eliminated performance measures, it does not include them for the University nor the Health Sciences Center. House Bill 650 still contains performance measures for the general academic institutions, but does not have them included for the Health Sciences Center. We will suffer a reduction in funding if the House Bill is passed on that one item.

You will recall that last year in December, the comptroller provided a three percent, across the board, mandatory salary increase for all State employees. Senate Bill 5 takes away the money for that in both years of the biennium. House Bill 650 leaves the three percent in for the first year of the biennium, but removes it for fiscal year 1995. So, they are still different in that factor. All of us, I think, have expressed concern that we did not ask for the raise but the raise was mandated and we had to implement the raise. Now, the funds that are associated with that raise may be taken away. We don't believe that this is the best management approach--giving a raise to everyone and perhaps, ending up with some institutions having to reduce the faculty and/or staff levels to cover the direct costs created by the mandatory raise.

Another factor that does impact us in both bills is that there are many riders or bills that are being passed or discussed in each chamber that are distinct from the Appropriations Bill but have a significant impact. The one that we have most discussed about, and probably spent the most time on recently, is a proposed cap on funding of doctoral hours. That cap is a reduction that states that the number of hours generated by doctoral students above a certain level will not create any funding for the Institution. In the Senate, that cap is 130 hours for the first year of the biennium and 120 hours for the second year of the biennium. In the House, that cap is 130 hours for each year of the biennium. There is that difference.

The other item that may impact us is the proposed change in the Optional Retirement Program. You may recall that prior to two years ago, the State contributed 8.5% of the funds to match optional retirement for employees all

across the State. In the last biennium, they reduced that contribution to 7.31%, so that the institutions had to make-up 1.19% to keep everybody whole. The bill, as drafted, would reduce the State contribution to 6%. The universities would have to provide 2.5% to keep individuals whole. The Senate Bill, after markup, has restored that level back to 7.31%, the same as it was in the prior biennium. The House Bill still has it in at 6%.

These are the major differences that exist between Senate Bill 5 and House Bill 650. I would say that these are items that are going to be very important as to who constitutes the Conference Committee and which specific members are on that committee. The bills have so many items and are so far apart that most of the Appropriations Bill is going to be worked out in conference; additionally, House Bill 650 is different in format and structure than Senate Bill 5.

I will be happy to try to answer any questions that you might have. I just wanted to give you an overview of what we are probably facing in the next couple of months. We, very likely, will be calling on many of you, if not all of you, for legislative help in talking to members. Are there any questions?

Faculty Recommended for Academic Tenure

COLLEGE OF AGRICULTURAL SCIENCES

Department of Range and Wildlife Management

David B. Wester

Asst. Prof.*

COLLEGE OF ARCHITECTURE

David A. Driskell

Asst. Prof.*

COLLEGE OF ARTS AND SCIENCES

Department of Biological Sciences

Lewis Held
Charles Werth

Assoc. Prof.
Asst. Prof.*

Department of Chemistry and Biochemistry

James G. Harman
Bruce R. Whittlesey

Asst. Prof.*
Asst. Prof.*

Department of History

James R. Reckner

Asst. Prof.*

Department of Physics

Shubhra Gangopadhyay

Asst. Prof.*

COLLEGE OF BUSINESS ADMINISTRATION

Area of Finance

Ramesh P. Rao

Assoc. Prof.

Area of Management

Kimberly B. Boal

Assoc. Prof.

*Also Promotion

COLLEGE OF EDUCATION

Alan J. Koenig
Mary O'Hair

Asst. Prof.*
Asst. Prof.*

COLLEGE OF ENGINEERING

Department of Mechanical Engineering

Jaime Cardenas-Garcia
Jahan Rasty

Assoc. Prof.
Asst. Prof.*

COLLEGE OF HOME ECONOMICS

Human Development and Family Studies

Karen Wampler

Professor

Merchandising, Environmental Design and Consumer Economics

Jinger Eberspacher
Georgina Anderson Gentry

Asst. Prof.*
Asst. Prof.*

SCHOOL OF LAW

Dean G. Pawlowic
Jayne Zanglein

Assoc. Prof.*
Assoc. Prof.*

* Also Promotion

Recommended Changes in Academic Rank

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
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COLLEGE OF AGRICULTURAL SCIENCES

Department of Range and Wildlife Management

David B. Wester	Asst. Prof.	Assoc. Prof.*
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COLLEGE OF ARCHITECTURE

David A. Driskill	Asst. Prof.	Assoc. Prof.*
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COLLEGE OF ARTS AND SCIENCES

Department of Biological Sciences

Charles Werth	Asst. Prof.	Assoc. Prof.*
Michael Willig	Assoc. Prof.	Professor

Department of Chemistry and Biochemistry

James G. Harman	Asst. Prof.	Assoc. Prof.*
Bruce R. Whittlesey	Asst. Prof.	Assoc. Prof.*

Department of Classical and Modern Languages and Literatures

Rosslyn Smith	Assoc. Prof.	Professor
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Department of Communication Studies

H. Dan O'Hair	Assoc. Prof.	Professor
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Department of History

Paul Carlson	Assoc. Prof.	Professor
James R. Reckner	Asst. Prof.	Assoc. Prof.*

Department of Philosophy

Edward W. Averill	Assoc. Prof.	Professor
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Department of Physics

Shubhra Gangopadhyay	Asst. Prof.	Assoc. Prof.*
Roger L. Lichti	Assoc. Prof.	Professor

*Also Tenure

COLLEGE OF EDUCATION

Loretta Bradley	Assoc. Prof.	Professor
Alan J. Koenig	Asst. Prof.	Assoc. Prof.*
Mary O'Hair	Asst. Prof.	Assoc. Prof.*

COLLEGE OF ENGINEERING

Department of Electrical Engineering

Sunanda Mitra	Assoc. Prof.	Professor
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Department of Mechanical Engineering

Jahan Rasty	Asst. Prof.	Assoc. Prof.*
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COLLEGE OF HOME ECONOMICS

Education, Nutrition and Restaurant/Hotel Management

Anna Sue Couch	Assoc. Prof.	Professor
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Department of Merchandising, Environmental Design and Consumer Economics

Jinger Eberspacher	Asst. Prof.	Assoc. Prof.*
Georgina Anderson Gentry	Asst. Prof.	Assoc. Prof.*

SCHOOL OF LAW

Dean G. Pawlowic	Assoc. Prof.	Professor*
Willy (Will) Rice	Assoc. Prof.	Professor
Brian D. Shannon	Assoc. Prof.	Professor
Jayne Zanglein	Assoc. Prof.	Professor*

*Also Tenure

Recommended Emeritus Appointments
1993

Eugene Raymond Alesch	Associate Professor of Art (23 years)
Weldon Earnest Beckner	Professor of Education (27 years)
Julian Lawson Biggers, Jr.	Professor of Education (26 years)
Billy Joe Claborn	Professor of Civil Engineering (29 years)
Duane Austin Crawford	Associate Professor of Petroleum Engineering (35 years)
Ulrich Lewis Eggenberger	Professor of Agriculture Education and Communications (32 years)
Robert Ellard Gades	Professor of Education (10 years)
Beverly Brian Gilbert	Associate Professor of English (31 years)
John Charles Gilliam	Professor of Economics (30 years)
Paul Dean Hanna, Jr.	Professor of Art (33 years)
Margarette Leggitt Harden	Professor of Food and Nutrition (26 years)
James Dean Howze	Professor of Art (34 years)
Hower J. Hsia	Professor of Mass Communications (22 years)
Panze Bulter Kimmel	Associate Professor of Education (31 years)
Carlton S. Land	Professor of Petroleum Engineering (9 years)
Max Wayland Manley	Associate Professor of Education (22 years)
Annette Wilson Marple	Associate Professor of Law (19 years)
Judson Dana Maynard	Professor of Music (31 years)
John Stephen Mecham	Professor of Biological Sciences (27 years)
Harmon Loyd Morgan	Associate Professor of Mass Communications (24 years)
Vernon Willard Proctor	Professor of Biological Sciences (36 years)

Derald Dee Walling

Professor of Mathematics
(26 years)

Peggy Jean Williams

Associate Professor of Health,
Physical Education and Recreation
(31 years)

Board Minutes
March 26, 1993
Attachment No. M5
Item M93

Board of Regents
Texas Tech University
March 26, 1993

Dr. David Hale

College of Business Administration

Faculty Development Leaves

Approve faculty development leave with salary for Dr. Richard A. Bartsch, Department of Chemistry and Biochemistry, from September 1, 1993 to January 15, 1994, to design and implement a study that tests the hypothesis that an empowered employee will use computers for strategic uses rather than operational purposes only. The research will be conducted at a research and development laboratory in the Northeast.

Approve faculty development leave with salary for Dr. Nancy J. Bell, Department of Human Development and Family Studies, from September 1, 1993 to January 15, 1994, to initiate a program of research on the dysfunctional behaviors of adolescents and young adults employing a risk-taking framework. Specific objectives include the analysis of existing pilot data, the design of cross-sectional and longitudinal studies, and collaboration with others on longitudinal studies currently in progress.

Approve faculty development leave with salary for Dr. Walter L. Borst, Department of Physics, from September 1, 1993 to January 15, 1994, to do research, scholarly writing and improving undergraduate courses and associated teaching labs. Research in laser spectroscopy and time-resolved luminescence will be spent at The Czech Technical University in Prague and at the TTU research lab.

Approve faculty development leave with salary for Dr. Howard J. Curzer, Department of Philosophy, from September 1, 1993 to May 31, 1994, to explicate and defend, virtue-by-virtue, Aristotle's claim that virtue lies in a mean. Dr. Curzer shall discuss one sample obstacle to a sympathetic interpretation of Aristotle's doctrine of the mean and then sketch and defend his interpretation of Aristotle's doctrine of justice.

Approve faculty development leave with salary for Dr. Philip A. Dennis, Department of Sociology, Anthropology and Social Work, from January 15, 1994 to May 31, 1994, to do ethnographic fieldwork among the Miskito people of eastern Nicaragua, living in a Miskito village and gathering information about their daily life and culture. New material to update a previous book is expected.

Approve faculty development leave with salary for Dr. David Hale, College of Business Administration, from September 1, 1993 to May 31, 1994, to enable Dr. Hale to better understand how to incorporate Information Engineering and Integrated Computer Aided Software Engineering into his Management Information Systems curricula. The leave will permit him to continue his research in areas of software maintenance, human-computer collaborations, and personnel skill requirements.

Approve faculty development leave with salary for Dr. David H.J. Larmour, Department of Classical and Modern Languages and Literatures, from January 15, 1994 to May 31, 1994, to write a book on three works of Lucian of Samosata. Dr. Larmour intends to produce a critical edition, with textual commentary and interpretive articles which will draw on modern methods of literary criticism.

Approve faculty development leave with salary for Dr. Barry A. Macy, Area of Management, College of Business Administration, from September 1, 1993 to May 31, 1994, to produce a scientific book length manuscript based on a quantitative and qualitative meta-analysis of

North American work innovation and organizational design field sites from 1961-1991.

Approve faculty development leave with salary for Dr. Uzi Mann, Department of Chemical Engineering, from September 1, 1993 to January 15, 1994, to work in collaboration with another professor from Cornell University in the area of bioreactor, testing a novel mixing method he developed and to complete the writing of an undergraduate textbook.

Approve faculty development leave with salary for Dr. S. Scott McDonald, Area of Finance, College of Business Administration, from January 15, 1994 to May 31, 1994, to research, learn, develop and implement a full motion multimedia presentation for class. Dr. McDonald intends to document and provide a seminar to help disseminate this information to interested faculty members.

Approve faculty development leave with salary for Dr. Charles W. Peek, Department of Sociology, Anthropology and Social Work, from January 15, 1994, to May 31, 1994. Understanding the sexual transmission of AIDS demands knowledge of who has sex with multiple partners and why they do so. Research reveals only limited information in this area. The proposed leave will address these deficiencies, through analyses of survey data already collected in national studies.

Approve faculty development leave with salary for Dr. Janet Perez, Department of Classical and Modern Languages and Literatures, from January 15, 1994 to May 31, 1994, to complete a book on women poets in Spain. This leave will enable Dr. Perez to do final research and write the volume, which will include more than one hundred Spanish women poets.

Approve faculty development leave with salary for Dr. James Reckner, Department of History, from January 15, 1994, to May 31, 1994, to complete research and writing on two major projects. Additional research trips will be taken to Washington and Boston to complete necessary research.

Approve faculty development leave with salary for Dr. Rosslyn M. Smith, Department of Classical and Modern Languages and Literatures, from January 15, 1994 to May 31, 1994, to conduct research and writing for a co-authored book on the influence of international students, scholars, and faculty on the curriculum, programs, and governance of U.S. colleges and universities, with a focus on graduate education.

Approve faculty development leave with salary for Dr. Yung-mei Tsai, Department of Sociology, Anthropology and Social Work, from January 15, 1994 to May 31, 1994, to conduct field work in sociology in Taiwan. The field work will be conducted with colleagues from Taiwan during the spring folk religious festivals, with the main theme to be how Taiwanese society justifies and rationalizes apparent sexist and morally contradictory phenomenon.

Approve faculty development leave with salary for Professor Sara Waters, Department of Art, from January 15, 1994 to May 31, 1994, to set up a studio outside Tokyo for creative production, to visit and interview creative artists and sculptors, to document technical processes, and to travel throughout Japan and Korea creating a series of slide lectures for students and colleagues.

Approve faculty development leave with salary for Professor James Watkins. College of Architecture, from January 15, 1994, to May 31, 1994, to spend time in Japan under the auspices of a National Endowment of the Arts International Exchange Fellowship. Information gained from this fellowship will be included in lectures for students in architecture.

Approve faculty development leave with salary for Dr. William Westney. School of Music, from January 15, 1994 to May 31, 1994, to travel to Taiwan for an artistic and pedagogical residency. Dr. Westney will give guest workshops, lectures, and concerts throughout Taiwan.

Leaves of Absence

Approve leave of absence without pay for Dr. Key Ray Chong, Associate Professor of History, for the period September 1, 1993, to August 31, 1994. The purpose of this leave is to travel to Tokyo, Japan, enhancing Dr. Chong's knowledge and research reputation in his discipline.

TRAFFIC AND PARKING REGULATIONS
1993 - 1994

I. Introduction

These regulations are established by Texas Tech University and Texas Tech University Health Sciences Center to include the Regional Academic Health Centers in order to facilitate the safe and orderly conduct of business and to provide parking space as conveniently as possible within the limits of space available. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty--

- A. The governing board of each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, street, drives, alleys, and any other institutional property under its control including, but not limited to, the following:
 - 1. limiting the rate of speed;
 - 2. assigning parking spaces and designating parking areas and their use and assessing a charge for parking;
 - 3. prohibiting parking as it deems necessary;
 - 4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and,
 - 5. instituting a system of registration for vehicle identification including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

IV. General Regulations for Traffic and Parking

- A. Texas Tech is committed to the principle that in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, national origin, age, sex, or disability, and that equal opportunity and access to facilities shall be available to all.
- B. Due to the diverse nature of operations between the University, the Health Sciences Center, and the Regional Academic Health Centers, it is necessary to have certain regulations that pertain to the specific institution; these are included as Appendix A for the University and Appendix B for the Health Sciences Center. Following are the regulations that apply to Texas Tech as defined in C.1 below.
- C. Definitions
1. The campus is defined as all lands owned, managed, or otherwise controlled by the University and the Health Sciences Center, including the Regional Academic Health Centers, herein called "Texas Tech".
 2. Impoundment refers to the actual towing of a vehicle or immobilizing a vehicle by means of an "Auto-Boot".
 3. A visitor is an individual with no official connection with ~~Texas Tech/University of Texas Tech/University of Health Sciences Center~~ Texas Tech as a student, faculty, or staff member.
 4. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs, or other types of barriers.
- D. ~~The University and the Health Sciences Center~~ Texas Tech makes every effort to provide protection for vehicles parking on campus, but cannot assume responsibility for any loss.
- E. The person to whom a vehicle is registered with ~~The University of Texas Health Sciences Center~~ Texas Tech maintains non-transferable parking privileges and is responsible for all violations of the parking rules. If a vehicle is not registered with ~~The University of Texas Health Sciences Center~~ Texas Tech, and a family member is a currently enrolled student, it shall be presumed that the student is the operator of the vehicle and is responsible for all violations of the parking rules and therefore subject to all ~~University of Texas Tech~~ Texas Tech traffic rules, policies, and penalties associated with monetary obligations owing ~~The University of Texas Tech~~ Texas Tech.
- F. Pedestrians in crosswalks will be given the right-of-way at all times.
- G. Speed limits on campus are radar enforced.
- H. No person shall drive, cause or permit a vehicle to be driven on the Texas Tech campus ~~of the University of Texas Tech/University of Health Sciences Center~~ at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the limits herein specified

shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:

1. Twenty miles per hour on the campus, unless otherwise posted.
 2. Where any street, drive or roadway, or portion thereof, reveals a faster speed than 20 miles per hour is lawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.
 3. Ten miles per hour on any parking lot on the campus.
- I. Inoperable vehicles are to be reported to the Texas Tech Police University/Police Services/Office/Health Sciences Center/Police. Operators should identify their problem immediately and follow the instructions given.
- J. The campus is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech/University/Police Services/Office/Health Sciences Center/Police Texas Tech parking permit will be issued a campus citation.
- K. These regulations apply to all persons who operate vehicles on campus.
- L. The Director of the University Police (Chief of University Police), the Health Sciences Center Director of Police, and the Manager of Traffic and Parking Services are responsible for the enforcement and implementation of these regulations and shall use their judgment in their interpretation.

V. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, each member of the University/Police Services/Office/Health Sciences Center/Police Texas Tech community must obtain, in his or her name, a vehicle registration permit. No person may register a vehicle in his or her name which belongs to another student, faculty, or staff member. Operation of a vehicle without a permit is a violation of the Student Affairs Handbook and University policy.
- B. Students are required to register each motor vehicle to be operated on campus at the time they register for school or at the time they commence operating a vehicle on campus.
- C. Faculty and staff are required to register their vehicles on or before the date they commence operating a vehicle on campus.
- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two vehicles registered, and if both vehicles are on campus at the same time, the vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.

- E. Any person giving false information is subject to appropriate disciplinary action and revocation of parking privileges.

~~Not transferable permits will be issued for all area reserved parking lots.~~

- F. Texas Tech issues two types of parking permits, non-transferable and transferable.

1. Non-transferable Permits

- a. Non-transferable permits must be permanently affixed to the front windshield in the lower corner of the driver's side (immediately above or adjacent to the Texas Inspection sticker). All such permits are self-adhering and application in any other manner will subject the vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the vehicle of record.
- b. All outdated Texas Tech parking permits must be removed from the vehicle(s) prior to installation of the current year permit.

2. Transferable Permits

- a. Transferable permits are specially made to cling to the inside of your front windshield; they are to be placed in the lower corner of the driver's side (immediately above or adjacent to the Texas Inspection sticker). The purpose of these permits is to allow the owner to move them from vehicle to vehicle; the permit MUST be displayed on the vehicle parked on campus. Be sure to contact the appropriate Traffic and Parking Office if you have any problems with your transferable permit. Texas Tech Police recommend that you properly secure your vehicle.
- b. All outdated Texas Tech parking permits must be removed from the vehicle(s) prior to installation of the current year permit.

~~With the exception of transferable permits, all parking permits must be permanently affixed to the front windshield in the lower corner of the driver's side (immediately above or adjacent to the Texas Inspection sticker). All permits are self-adhering and application in any other manner will subject the vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the vehicle of record. All outdated parking permits must be removed from the vehicle(s) prior to installation of the current year permit.~~

- G. Lost or stolen permits should be reported as soon as possible to the Texas Tech Police or the appropriate Traffic and Parking Office. The recovery of a lost or stolen permit must be reported immediately to the Texas Tech Police or the appropriate Traffic and Parking Office.

H. Replacement Permits

1. Replacement ~~permits~~ for a non-transferable permit will be issued when identifiable remnants ~~of the permit~~ or proof of loss or destruction of the permit are provided. A fee of \$2.00 will be charged for each replacement permit.
 2. Replacement for a transferable permit which is reported lost or stolen will be issued for \$5.00 the first time and \$10.00 the second time; thereafter, the cost will be the full price of the permit.
- I. ~~Faculty and staff~~ Persons who hold non-transferable reserved parking permits may obtain one duplicate permit at no additional charge. One additional permit may be purchased for \$2.00. Duplicate permits do not allow for more than one vehicle to be on campus during the reserved period.
- J. ~~Faculty and staff~~ Persons who hold Health Sciences Center reserved and area reserved parking permits may park on the main campus in Visitor and Time Limit spaces. University reserved and area reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official business only. (This does not include going to class.)
- K. Upon termination of employment with ~~the University of the Health Sciences/Center~~ Texas Tech, an employee's parking privileges are cancelled. If the ~~department~~ permit(s) is returned to the appropriate office of Traffic and Parking Services Office, the refund in effect at the time it is returned will be issued.

VI. Motorcycles, Mopeds, and Bicycles

- A. In the State of Texas, motorcycles, mopeds, and bicycles are subject to the same rules and regulations as automobiles. Operators are subject to a moving violation, to be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208, for failing to comply with the Official Texas Motor Vehicle Laws and these Regulations.
- B. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles. Motorcycles and mopeds are not permitted to park in time limit areas EXCEPT in the Bookstore lot immediately west of the Bookstore.
- C. All motorcycle permits are issued for the academic year. They may be purchased at any time during the year at a rate that is prorated monthly. (See schedule in Appendix A or B)
- D. Bicycles should be parked in racks whenever available. Use of shrubs, trees, or any architectural structures to secure bicycles may result in the bicycles being impounded by the Texas Tech University Police Services of the Health Sciences/Center Police at the owner's expense.

- E. Bicycles abandoned and impounded will be charged a storage fee of ~~\$7.00~~ \$3.00 per week, tax included, commencing 72 hours after impoundment. The maximum storage fee to be charged is ~~\$10.00~~ \$12.00 per month, tax included.
- F. No person shall operate a bicycle upon a sidewalk or sidewalk area.
- G. Bicycle registration is conducted free of charge, 24 hours a day, at the University Police ~~Services~~ Department and from 8:00a.m. to 5:00p.m., Monday through Friday, at the Traffic and Parking Office at the Health Sciences Center.
- H. Bicycles are not permitted in ~~University/Police/Health/Services/Center~~ Texas Tech academic or administrative buildings. Any bicycle found in a building ~~will~~ may be impounded by the ~~University/Police~~ at the owner's expense.

VII. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking.
- B. The absence of "No Parking" signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.
- C. The following illegal parking acts may result in a citation being issued:
 - 1. Parking in non-designated areas.
 - 2. Parking permit not properly installed.
 - 3. Parking permit on vehicle other than authorized.
 - 4. Falsifying, reproducing or altering parking permit.
 - 5. Parking in a no parking zone.
 - 6. Parking in service drives or access drives to parking lots.
 - 7. Unauthorized parking in reserved parking lots.
 - 8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
 - 9. Parking overtime in a time limit zone.
 - 10. Parking in a striped zone.
 - 11. Parking a vehicle with any part thereof extending across a line.
 - 12. Parking in 24-hour reserved zones without proper permit.
 - 13. Parking on wrong side of street facing oncoming traffic.
 - 14. Parking without a valid permit.
 - 15. Parking in a tow-away zone.
 - 16. Parking in a ~~handicap~~ zone/~~will~~ without a ~~handicap~~ permit/ space or area designated for persons with disabilities without the proper insignia.
 - 17. Blocking an access ramp or curb cut designed to aid persons with disabilities.
 - 18. Use of a lost or stolen permit.
 - 19. Other parking violations as defined on the face of the citation.

- D. Vehicles displaying a lost, stolen, altered, or reproduced parking permit will be impounded on sight and the responsible party will be referred to the appropriate office for disciplinary action which may include the loss of parking privileges for the remainder of the academic year. The citation fee assessed for use of a lost or stolen permit is \$50.
- E. Moving Violations
1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state, Article 51.201, Texas Education Code. All violations as set forth above may be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208.
 2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas, may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
 3. It shall be unlawful for any person to drive, operate, push, park, or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
 4. It shall be unlawful for any person to drive by, through or beyond a barricade or roadblock that is lawfully erected.
 5. No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer invested by law with authority to direct, control, or regulate traffic.

VIII. Resolving Citations

- A. Citations for ~~other than handicapped~~ parking violations may be resolved in one of the following ways: (EXCEPTIONS: Violations for using a lost or stolen permit, parking in spaces reserved for persons with disabilities, or blocking access ramps or curb cuts designed to aid persons with disabilities)
1. Pay a \$10.00 reinstatement fee for each citation. If payment is not received within ten calendar days, a \$5.00 late charge will be assessed.
 2. Voluntarily surrender a valid parking permit to the appropriate Traffic and Parking Office and request to lose all privileges of parking on campus for a period of 30 days for each citation, provided ample time remains and the permit would not have expired. Upon completion of the surrender period, the permit will be replaced for a \$2.00 fee. Only citations bearing the individual's permit number may be resolved in this manner. Revoked permits may not be surrendered to resolve citations.

3. Appeal the citation in writing, within ten calendar days of the alleged violation, to the appropriate Traffic and Parking Office Supervisor of Parking Appeals located in the University Police Annex for University violations or the Traffic and Parking Office at the Health Sciences Center for violations that occur there.
- B. Citations for illegally parking in spaces reserved for persons with disabilities, or blocking access ramps or curb cuts designed to aid persons with disabilities may be resolved as follows:
1. Pay a \$50.00 reinstatement fee for each citation. If payment is not received within ten calendar days, a \$5.00 late charge will be assessed.
 2. Voluntary surrender of a valid parking permit cannot be used to resolve the citation.
 3. Appeal the citation in writing, within ten calendar days of the alleged violation, to the appropriate Traffic and Parking Office Supervisor of Parking Appeals located in the University Police Annex for University violations or the Traffic and Parking Office at the Health Sciences Center for violations that occur there.
- C. The Executive Vice President and Provost shall provide an equitable and efficient appeals process through the establishment of the Parking Violation Appeals and Parking Policy Advisory Committee. Written appeals will be provided to the Appeals Committee by the appropriate Traffic and Parking Office Supervisor of Parking Appeals or the Director of Police at the Health Sciences Center when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of 10 days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved in the appropriate Traffic and Parking Office will be overdue. Overdue citations will subject the permit holder's vehicle(s) to impoundment and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration and withholding of a student's transcript at Texas Tech University/and Texas Tech/University/Health Sciences Center/Center until such time as the obligation is satisfied. Parking and these restricted services may be restored when all overdue citations have been resolved. At the discretion of the University/and the Health Sciences Center/Center Texas Tech, overdue citations may be adjudicated in a court of competent jurisdiction in accordance with Article 51.208 of the Texas Education Code.
- E. Notice of violation for vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Highways, Motor Vehicle Division.

F. Six valid violations of the Traffic and Parking Regulations within the academic year may result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days the individual's parking privileges are restored, a single violation of the Regulations will result in permanent revocation for the academic year.

1. All service fees must be paid before any parking privileges are restored.
2. The reinstatement waiting period shall commence with the return of the parking permit(s) to the appropriate Traffic and Parking Office.

IX. Impounding Vehicles

A. The following violations may subject a vehicle to ~~towing and/or impounding~~ impoundment:

1. Parking in non-designated areas.
2. Parking permit on vehicle other than authorized.
3. Falsifying, reproducing, or altering parking permit.
4. Parking in a no parking zone.
5. Parking in service drives or access drives to parking lots.
6. Unauthorized parking in reserved parking lots.
7. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
8. Parking overtime in a time limit zone.
9. Parking in a striped zone.
10. Parking a vehicle with any part thereof extending across a line.
11. Parking in 24-hour reserved zones without proper permit.
12. Parking without a valid permit.
13. Parking in a tow away zone.
14. Parking in a ~~handicap zone without a handicap permit~~ space or area designated for persons with disabilities without the proper insignia.
15. Blocking an access ramp or curb cut designed to aid persons with disabilities.
16. Parking on the turf, sidewalk, or non-designated parking zone.
17. Abandoning vehicles on the ~~University or Health Sciences Center~~ Texas Tech campus.
18. Overdue citations.
19. Parking on campus while parking privileges are suspended.
20. Use of a lost or stolen permit.
21. Other parking violations as defined on the face of the citation.

B. When a vehicle has been impounded it will be necessary for the operator of the vehicle to contact ~~University Police Services or the Health Sciences Center~~ Texas Tech Police for release. Prior to the release of the impounded vehicle, all outstanding citations shall be paid or satisfactory arrangements for payment of citations shall be made through the Traffic and Parking Services Office.

1. The normal impoundment fee is ~~\$30.00~~ \$40.00. THE IMPOUND FEE DOES NOT INCLUDE THE COST OF THE CITATION. Some ~~fees~~ impoundment fees may be higher, depending on the vehicle ~~to be~~ impounded and the ~~fees~~ wrecker service used.
 2. Vehicles impounded will be charged storage at the rate of ~~\$5.00~~ \$6.00 per day, including tax, commencing 24 hours after impoundment.
 3. The maximum storage fee to be charged is ~~\$120.00~~ \$130.00 per month, including tax.
- C. If the owner or driver of a vehicle to be impounded arrives before impoundment has begun, the vehicle will not be impounded. If the owner or driver arrives after impoundment has begun, the vehicle will not be impounded if the driver opts to pay the tow truck driver or ~~University of Texas Tech~~ Texas Tech Police personnel a fee of ~~\$15.00~~ \$25.00 (payable in a manner acceptable to either the towing company or the ~~University of Texas Tech~~ Texas Tech Police) in lieu of impoundment.
- D. If a motor vehicle or bicycle is parked on ~~University of Texas Tech~~ University of Texas Tech property and is not moved for a period of 30 days, ~~the University of Texas Tech~~ the University of Texas Tech may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the manner prescribed by law. This includes those vehicles which have a valid parking permit.
- E. No personal property or vehicles (including boats, trailers, motor homes, etc.) shall be permitted to be stored on the campus without permission from the appropriate Traffic and Parking Office.
- F. The owner of any vehicle that has been damaged or dismantled to the extent that it is inoperable for a period of more than one week must contact the ~~University of Texas Tech~~ Texas Tech Police Department so that appropriate arrangements can be made.
- X. ~~University of Texas Tech~~ University of Texas Tech Police
- A. ~~University of Texas Tech~~ University of Texas Tech Police Officers are duly commissioned peace officers of the State of Texas. Upon request of a police officer of ~~University of Texas Tech~~ University of Texas Tech, any person on the campus is required to identify himself with proper identification.
 - B. All thefts, accidents, or other offenses that occur on campus should be reported to ~~University of Texas Tech~~ University of Texas Tech Police Department immediately. Accident reports should be made prior to moving the involved vehicles. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a vehicle. ALWAYS KEEP YOUR VEHICLE LOCKED.

- C. Renewal notices for reserved and area reserved spaces are sent out prior to the end of the Spring Semester. Employees who wish to retain their space for the next year must renew their space by the summer date stated in the renewal notice. Most major credit cards (Visa, Mastercard, and Discover) may be used to make this payment, as well as cash and personal checks.
- D. Residence hall parking spaces are reserved for respective residence hall parking permit holders from 7:30a.m. to 5:30p.m., Monday through Friday.
 - 1. Non-transferable permits will be issued for residence halls parking lots.
 - 2. The owner of a residence hall parking permit should use the commuter lots when space is not available in the ~~appt~~ residence hall parking lot.
 - 3. Vehicles which cannot be accommodated in the residence halls lot will be issued a permit for the commuter lots until the residence hall lot has available space.
 - 4. A student changing residence halls or moving off campus must exchange his permit at the Traffic and Parking Office.
- E. Commuter permits will be issued for vehicles belonging to students residing off campus.
 - 1. Transferable permits will be issued to all commuters.
 - 2. Commuter parking permits are issued to individuals and OWNERSHIP is not transferable. Use of a commuter permit by anyone other than the individual to whom it was issued is not permitted. Violation of this regulation may result in ticketing, impoundment, and loss of all parking privileges on campus for the academic year for all parties involved.
 - 3. Parking is available in commuter lots around the periphery of the campus.
 - 4. When not in use for programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available; with the exception of the area directly east of the Auditorium which is marked as reserved for the Auditorium/Coliseum.
 - 5. Commuter parking east of Jones Stadium, with the exception of that area marked as reserved, is available at all times except the day of home football games. The use of the 24-hour reserved area requires a valid parking permit and an "A" permit which can only be authorized by the Athletics Department.
 - 6. Commuter parking in the north section of the C1 parking lot, west of aisle "C", is prohibited on days of home basketball games beginning two hours prior to game time.

- F. Persons with disabilities will be issued disability access parking permits to assist them in campus mobility. Approval for the issuance of disability access parking permits is granted by Disabled Student Services in the Dean of Students Office. In the event of a conflict with the provisions of the International Disability Access Symbol, the provisions of the International Disability Access Symbol shall prevail. Persons with valid state permanent or temporary disability permits or license plates may park in areas designated by the international disability access symbol. These designated areas are reserved 24 hours daily. State permits or license plates must be displayed at all times a vehicle is parked in these areas. (General rules for vehicle registration still apply. Refer to Section V.A. in the main section of the Regulations.)
1. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit.
2. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit.
3. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit. Persons with disabilities who are unable to drive may apply for a disability access parking permit.
- G. Motorcycle permits will be sold to allow parking of motorcycles or mopeds in designated two-wheel areas. Bicycle racks are not considered to be two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender, or shock absorbers. Motorcycles are not permitted on the interior of the campus unless registered by a faculty or staff member who parks in a reserved parking space. All motorcycle permits expire in August.
- H. Temporary permits will be issued for \$2.00 per week for area parking and \$3.00 per week for reserved parking. Temporary permits are not refundable. Certain temporary permits, which may be purchased in advance, are available for \$1.00 per day.
- I. Students attending summer school who have a valid summer school permit may utilize residence hall parking not in use during summer sessions; however, time limit and reserved areas continue to be enforced.
- J. Students bringing a new vehicle on campus when the Traffic and Parking Office is closed are to report to the University Police where a temporary one-day permit will be issued. This permit will allow students sufficient time to register their new vehicle in accordance with these regulations.

III. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons. Individuals may enter the campus at University Avenue and 15th Street and proceed directly to the lots ~~adjacent to~~ west of the Bookstore. Parking is limited to 30 minutes.

IV. Visitor and Time Limit

A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the University campus during the hours of 7:30a.m. to ~~5:30p.m.~~ 3:00p.m., ~~and at the Health/Sciences Center from 8:30a.m. to 5:30p.m.~~ Monday through Friday, excluding University holidays. Visitor passes may be obtained at any entry station.

1. Visitors' vehicles parked in areas not designated for visitor parking are subject to receiving a campus citation and being impounded at the owner's expense.

2. Use of outdated or altered visitors ~~pass~~ passes is prohibited.

B. Designated time limit parking areas ~~are designated as such and~~ are enforced from 7:30a.m. to 5:30p.m., ~~on the University campus and from 8:30a.m. to 5:30p.m. at the Health/Sciences Center~~ Monday through Friday, unless otherwise posted.

V. Service Vehicle Parking

A. University Service Vehicle Parking

Faculty, staff, and students who operate Texas Tech University service vehicles on campus should become familiar with the contents of Operating Policy/Procedure 78.18. University service vehicles may be parked only in the following areas which are listed in priority order:

1. Service area or service drive must be used if the building has one.
2. Time Limit space.
3. Visitor space.
4. On-Street parking.

B. Vendor Parking

1. If service areas/drives are located adjacent to the building to be serviced, they must be used.
2. Vendor vehicles found to be blocking a street ~~will~~ may be ticketed and impounded.

C. Contractor Parking

1. Parking space for contractor vehicles will be designated by the Manager of Traffic and Parking Services or by the contracting department (i.e., Building Maintenance, Grounds Maintenance, etc.) on the University campus. ~~At the Health Sciences Center, contractor parking will be designated by the Director of Police.~~
2. Contractor vehicles will display a dash pass, issued by the appropriate Traffic and Parking Office, on the dash of each vehicle which is parked on ~~University of Health Sciences Center~~ University property.

VI. CITATION FEES

- Violations for using a lost or stolen permit,
parking in spaces reserved for persons with
disabilities, or blocking access ramps or curb
cuts designed to aid persons with disabilities \$50
- All other violations \$10

[A \$5 late fee will be added to citations not paid within
ten (10) calendar days.]

VII. IMPOUND FEES

- Impoundment \$20 \$40
 - Removal of Immobilizer (Boot) \$20 \$40
 - Storage Fee (Includes Tax) \$/2 \$6/day
- \$120 \$130/month maximum

VIII. Parking Fees and Refunds -- Texas Tech University

	Faculty/Staff Reserved		Faculty/Staff Reserved		Faculty/Staff Area		Residence Halls		Commuter		Two Wheeler	
	12 Months		9 Months		12 Months		9 Months		9 Months		12 Months	
Rates Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sept. 30	\$90.00	\$78.50	\$67.50	\$56.00	\$47.00	\$39.10	\$51.00	\$41.35	\$35.00	\$27.10	\$13.00	\$ 7.90
Oct. 31	82.50	71.00	60.00	48.50	43.10	35.20	45.35	35.70	31.10	23.20	11.90	6.80
Nov. 30	75.00	63.50	52.50	41.00	39.20	31.30	39.70	30.05	27.20	19.30	10.80	5.70
Dec. 31	67.50	56.00	45.00	33.50	35.30	27.40	34.05	24.40	23.30	15.40	9.70	4.60
Jan. 31	60.00	48.50	37.50	26.00	31.40	23.50	28.40	18.75	19.40	11.50	8.60	3.50
Feb. 28	52.50	41.00	30.00	18.50	27.50	19.60	22.75	13.10	15.50	7.60	7.50	2.40
Mar. 31	45.00	33.50	22.50	11.00	23.60	15.70	17.10	7.45	11.60	3.70	6.40	1.30
Apr. 30	37.50	26.00	15.00	3.50	19.70	11.80	11.45	1.80	7.70	00	5.30	00
May 31	30.00	18.50	7.50	00	15.80	7.90	5.80	00	3.80	00	4.20	00
June 30	22.50	11.00			11.90	4.00					3.10	00
July 31	15.00	3.50			8.00	00					2.00	00
Aug. 21	7.50	00			4.10	00					.90	00
SUMMER SCHOOL SESSIONS												
End of First Summer Term									\$17.00	\$7.35		
July 31									11.35	1.70		
End of Second Summer Term									5.70	00		

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

PROVOST'S REPORT TO THE BOARD OF REGENTS

March 26, 1993

Thank you, Madame Chair. In my report this morning I'd like to focus on two items: first, the task of the Coordinating Board's Formula Advisory Committee, on which I serve, and more particularly, the charge to a subcommittee of that group, which I chair. Second, I want to provide some information regarding the shift, nationwide, of the cost of public education to students and compare this to what is happening at Texas Tech.

As most of you know, the Formula Advisory Committee is the committee appointed by the Commissioner of Higher Education to recommend funding formulas for all public institutions in the state. Six subcommittees study the funding process and make formula recommendations to the Formula Advisory Committee, which subsequently makes its recommendation to the Commissioner. Based on the report of the committee and its recommendations, the Commissioner then makes his formal recommendation to the Coordinating Board, which forwards a recommendation, in final form, to the legislature.

What has happened recently is that the gap between formula recommendations and legislative appropriations has become so large that the Formula Advisory Committee has appointed a subcommittee, the Target Subcommittee, to do essentially two things: (1) to test the validity of the formulas by comparing generated appropriations per student to actual appropriations in other states; (2) to recommend a plan that would achieve the goals set out in the Coordinating Board Master Plan.

The goals in the Master Plan are twofold: first, to provide funding equal to the national average by 1997 (date set by Target Committee), and second, to provide funding equal to the average of the ten most populous states by the year 2000.

Prior to the 1991-92 academic year, average expenditures in the ten most populous states were increasing while funding in Texas was decreasing. Since that time, however, funding has leveled off in many states and started to decrease significantly in some others. California is a good example. This may mean that reaching the goals established in the Master Plan may have become a little less of a challenge but, given the fact that we are starting in forty-sixth place, the job ahead is substantial. And, to complicate the issue further, costs are continuing to rise and some critical issues are on the table which we must address.

First, there are the diversity issues that we discussed at length yesterday. Second, there is the perception by the public, and many in the legislature (and perhaps some of you), that professors should teach more and research less. Interestingly enough, I'm not sure the majority of students feel that way, particularly those who have an opportunity to participate in research or take courses from faculty who bring research into the classroom. The fact is that many students pick a university because of its academic reputation, and academic reputations are almost always the result of research and scholarly activity by the faculty. And then there is the issue of deferred maintenance, which you discuss regularly, and the new demands that are placed on us by laws and regulations, such as ADA and ever-increasing state reporting requirements. Finally, there are the needs to adequately fund the library, an area where costs are rising astronomically, and the constant demand to update laboratory equipment so that it is state-of-the-art.

Obviously, I don't intend to discuss any of these in detail here today. My point is simply that while per-student appropriations are decreasing, costs are increasing, and that presents a real challenge for all of us in this room.

One of the inevitable results of this dilemma is the second area I want to address very briefly. More and more the responsibility for funding public higher education is being placed on the students themselves.

Last week, at the invitation of Dean Newton, I attended a meeting of law deans, provosts and a few presidents from around the country. The purpose of the meeting, which was sponsored by the American Bar Association, was to discuss critical issues facing legal education which, it turns out, are really not unlike issues facing other professional schools. But some interesting figures regarding the cost of education were presented at this meeting that I thought you might be interested in, so let me share a few of them with you.

During the period 1981-1991, the consumer price index in this country went up 47.2%. During that same period, average tuition in 101 private universities (those with law schools) went up 158.7%. Tuition in 75 public universities with law schools went up 174.5% during this same period. This is an increase of approximately 10.5% per year for both private and public universities.

By comparison, undergraduate tuition in Texas has been increasing at a rate of approximately 8.6% per year for the past 7 years, and during that time period, fees have increased by approximately 33%.

Increases for graduate students have been much greater, but it varies among disciplines so I have not included it here. As you know, universities have the flexibility to charge twice the undergraduate tuition for graduate education.

The bottom line here is that even after these significant increases, tuition in Texas is still low, relative to other states. Furthermore, progress toward meeting our goal of expenditures per student, first at the national average and then at the average of the ten most populous states, is very slow. I think, in the last year, we increased our ranking from fifty-first to forty-sixth.

That concludes my report. If you have questions, I'll be happy to respond.

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TEXAS TECH UNIVERSITY
Lubbock, Texas

1. For Information Only: Teaching Appointments
December 16, 1992 to February 15, 1993

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Chmeleva, Elena Y. Visiting Assistant Professor	Classical and Modern Languages and Literature	1/16/93 - 5/31/93
Lamare, James W. Visiting Professor	Political Science	1/16/93 - 5/31/93
Mal, Michael E. Visiting Assistant Professor	Animal Science and Food Technology	1/16/93 - 5/31/93
Whisnant, Charles S. Assistant Professor	Animal Science and Food Technology	2/10/93 - 5/31/93
Wunsch, Donald C., II Assistant Professor	Electrical Engineering	1/2/93 - 5/31/93

TEXAS TECH UNIVERSITY
Lubbock, Texas

2. For Information Only: Teaching Retirements,
Resignations and/or Terminations
December 16, 1992 to February 15, 1993

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Cobb, John W. Professor	Health, Physical Education, and Recreation	7/1/93
Mittnik, Kay M. Assistant Professor	Classical and Modern Languages and Literature	1/15/93
Pipkin, John L. Assistant Professor	Animal Science and Food Technology	1/15/93
Pope, Alice W. Assistant Professor	Psychology	8/31/93

TEXAS TECH UNIVERSITY
Lubbock, Texas

3. For Information Only: Fall Semester Enrollment
(Detail on File in Board of Regents Office)

TEXAS TECH UNIVERSITY
ENROLLMENT IN COURSES AS OF REPORTING DAY FALL 1992
DEPARTMENT OF INSTITUTIONAL RESEARCH

DATE 02/16/93 04:33:45 PM

COLLEGE	DEPT	HOURS	COUNT
AGRICULTURE	AECO	2,352	955
AGRICULTURE	AGED	1,020	499
AGRICULTURE	AGSC	514	264
AGRICULTURE	AHE	2,316	1,048
AGRICULTURE	ANSC	2,714	1,253
AGRICULTURE	LARC	838	358
AGRICULTURE	R&WM	3,195	1,236
AGRICULTURE		12,957	5,613

COLLEGE	DEPT	HOURS	COUNT
ARTS AND SCIENCES	AERS	143	168
ARTS AND SCIENCES	ANTH	1,951	703
ARTS AND SCIENCES	ART	6,671	2,486
ARTS AND SCIENCES	AS	24	8
ARTS AND SCIENCES	BIOL	13,806	6,790
ARTS AND SCIENCES	CIEM	11,316	5,057
ARTS AND SCIENCES	CHLL	12,168	4,600
ARTS AND SCIENCES	COMS	5,181	2,094
ARTS AND SCIENCES	ECO	6,878	2,279
ARTS AND SCIENCES	ENGL	21,675	7,208
ARTS AND SCIENCES	FA	13	13
ARTS AND SCIENCES	G ST	192	64
ARTS AND SCIENCES	GEOG	2,558	1,118
ARTS AND SCIENCES	GEOS	4,605	2,154
ARTS AND SCIENCES	HIST	12,945	5,604
ARTS AND SCIENCES	HPER	10,773	6,718
ARTS AND SCIENCES	HUM	219	73
ARTS AND SCIENCES	I S	667	654
ARTS AND SCIENCES	LAAS	195	65
ARTS AND SCIENCES	MATH	20,691	6,932
ARTS AND SCIENCES	MCOM	6,459	2,643
ARTS AND SCIENCES	MILS	218	266
ARTS AND SCIENCES	MUS	6,994	4,230
ARTS AND SCIENCES	NAVY	27	33
ARTS AND SCIENCES	PHIL	2,761	927
ARTS AND SCIENCES	PHYS	5,499	2,550
ARTS AND SCIENCES	POLS	11,440	6,682
ARTS AND SCIENCES	PSY	10,193	3,588
ARTS AND SCIENCES	SIIS	1,508	589
ARTS AND SCIENCES	SOC	5,486	1,820
ARTS AND SCIENCES	TH A	3,613	2,062
ARTS AND SCIENCES		186,869	80,178

COLLEGE	DEPT	HOURS	COUNT
BUSINESS	ACCT	5,652	2,799
BUSINESS	BA	4,438	1,689
BUSINESS	FIN	3,102	1,326
BUSINESS	ISQS	6,342	3,263
BUSINESS	MGT	5,526	2,211
BUSINESS	MKT	3,561	1,527

TEXAS TECH UNIVERSITY
ENROLLMENT IN COURSES AS OF REPORTING DAY FALL 1992
DEPARTMENT OF INSTITUTIONAL RESEARCH

DATE 02/16/93 04:33:45 PM

COLLEGE	DEPT	HOURS	COUNT
BUSINESS		20,621	12,815
COLLEGE	DEPT	HOURS	COUNT
EDUCATION	EDCI	6,186	2,154
EDUCATION	EPSL	8,066	3,302
EDUCATION		14,252	5,456
COLLEGE	DEPT	HOURS	COUNT
ENGINEERING	AGEN	163	57
ENGINEERING	C E	4,099	1,741
ENGINEERING	C S	3,257	1,210
ENGINEERING	CH E	1,426	643
ENGINEERING	E E	3,302	1,253
ENGINEERING	ENGR	2	2
ENGINEERING	I E	1,856	779
ENGINEERING	M E	3,613	1,412
ENGINEERING	PETR	655	270
ENGINEERING	TECH	1,880	780
ENGINEERING		20,333	8,147
COLLEGE	DEPT	HOURS	COUNT
GRADUATE	HUSH	207	81
GRADUATE		207	81
COLLEGE	DEPT	HOURS	COUNT
HUMAN SCIENCES	ENRH	7,274	3,264
HUMAN SCIENCES	HDFS	10,006	3,458
HUMAN SCIENCES	HE	661	405
HUMAN SCIENCES	MEDC	3,396	1,560
HUMAN SCIENCES		21,337	8,687
COLLEGE	DEPT	HOURS	COUNT
LAW	LAW	9,069	2,861
LAW		9,069	2,861
COLLEGE	DEPT	HOURS	COUNT
ARCHITECTURE	ARCH	5,320	2,381
ARCHITECTURE	LPMD	50	26
ARCHITECTURE		5,370	2,407
TOTAL		299,015	126,245

TEXAS TECH UNIVERSITY
ENROLLMENT IN COURSES AS OF END OF TERM FALL 1992
DEPARTMENT OF INSTITUTIONAL RESEARCH

DATE 02/16/93 02:50:07 PM

COLLEGE	DEPT	HOURS	COUNT
AGRICULTURE	AECO	2,230	916
AGRICULTURE	AGED	993	481
AGRICULTURE	AGSC	507	259
AGRICULTURE	AHE	2,217	1,016
AGRICULTURE	ANSC	2,605	1,211
AGRICULTURE	LARC	809	349
AGRICULTURE	R&WM	3,093	1,191
AGRICULTURE		12,454	5,423

COLLEGE	DEPT	HOURS	COUNT
ARTS AND SCIENCES	AERS	141	165
ARTS AND SCIENCES	ANTH	1,030	660
ARTS AND SCIENCES	ART	6,296	2,360
ARTS AND SCIENCES	AS	24	8
ARTS AND SCIENCES	BIOL	12,867	6,489
ARTS AND SCIENCES	CHEM	10,376	4,622
ARTS AND SCIENCES	CHLL	11,099	4,290
ARTS AND SCIENCES	COMS	4,930	2,007
ARTS AND SCIENCES	ECO	6,265	2,074
ARTS AND SCIENCES	ENGL	20,165	6,703
ARTS AND SCIENCES	FA	13	13
ARTS AND SCIENCES	G ST	210	64
ARTS AND SCIENCES	GEOG	2,413	1,040
ARTS AND SCIENCES	GEOS	4,328	2,021
ARTS AND SCIENCES	HIST	11,735	5,180
ARTS AND SCIENCES	HPER	10,164	6,318
ARTS AND SCIENCES	HUM	192	64
ARTS AND SCIENCES	I S	620	609
ARTS AND SCIENCES	LAAS	186	62
ARTS AND SCIENCES	MATH	18,082	6,063
ARTS AND SCIENCES	MCOM	6,147	2,540
ARTS AND SCIENCES	MILS	193	250
ARTS AND SCIENCES	MUS	6,608	4,033
ARTS AND SCIENCES	NAVY	27	33
ARTS AND SCIENCES	PHIL	2,511	843
ARTS AND SCIENCES	PHYS	4,935	2,284
ARTS AND SCIENCES	POLS	10,503	6,349
ARTS AND SCIENCES	PSY	9,665	3,413
ARTS AND SCIENCES	SIIS	1,459	569
ARTS AND SCIENCES	SOC	5,084	1,686
ARTS AND SCIENCES	TH A	3,466	2,003
ARTS AND SCIENCES		172,614	74,815

COLLEGE	DEPT	HOURS	COUNT
BUSINESS	ACCT	4,950	2,555
BUSINESS	BA	4,367	1,667
BUSINESS	FIN	2,799	1,221
BUSINESS	ISQS	5,779	3,118
BUSINESS	MGT		2,171
BUSINESS	MKT		1,491

TEXAS TECH UNIVERSITY
ENROLLMENT IN COURSES AS OF END OF TERM FALL 1992
DEPARTMENT OF INSTITUTIONAL RESEARCH

DATE 02/16/93 02:50:07 PM

COLLEGE	DEPT	HOURS	COUNT
BUSINESS		26,919	12,223

COLLEGE	DEPT	HOURS	COUNT
EDUCATION	EDCI	5,954	2,094
EDUCATION	EPSL	7,661	3,161
EDUCATION		13,615	5,255

COLLEGE	DEPT	HOURS	COUNT
ENGINEERING	AGEN	169	59
ENGINEERING	C E	3,859	1,654
ENGINEERING	C S	2,939	1,108
ENGINEERING	CH E	1,302	624
ENGINEERING	E E	3,165	1,178
ENGINEERING	ENGR	2	2
ENGINEERING	I E	1,788	756
ENGINEERING	M E	3,341	1,316
ENGINEERING	PETR	633	262
ENGINEERING	TECH	1,725	724
ENGINEERING		19,003	7,683

COLLEGE	DEPT	HOURS	COUNT
GRADUATE	HUSH	193	75
GRADUATE		193	75

COLLEGE	DEPT	HOURS	COUNT
HUMAN SCIENCES	ENRH	6,957	3,139
HUMAN SCIENCES	HDFS	9,590	3,319
HUMAN SCIENCES	HE	639	394
HUMAN SCIENCES	HEDC	3,271	1,512
HUMAN SCIENCES		20,457	8,364

COLLEGE	DEPT	HOURS	COUNT
LAW	LAW	8,905	2,810
LAW		8,905	2,810

COLLEGE	DEPT	HOURS	COUNT
ARCHITECTURE	ARCH	5,065	2,295
ARCHITECTURE	LPND	50	25
ARCHITECTURE		5,115	2,320
TOTAL		279,275	118,968

TEXAS TECH UNIVERSITY

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

DECEMBER 1, 1992 THROUGH JANUARY 31, 1993

Project Activity	Amount	Source of Funds
High Voltage Space Power Research Revised Budget \$1,440,311	500,000	Defence Nuclear Agency Contract
Accuracy Enhancement in Optical Computing Revised Budget \$492,763	151,985	Air Force Office of Optical Computing
Precipitation Structure of Mesoscale Convective Systems Revised Budget \$462,200	194,000	National Science Foundation
Knowledge-Based Image Analysis Revised Budget \$200,000	100,000	John Hopkins University Applied Physics Lab
Panhandle-South Plains Center for Professional Development and Technology Revised Budget \$1,907,000	1,648,880	Texas Education Agency
Storm Water Discharge Permit Application Project	119,707	Parkhill, Smith, & Cooper Incorporated
FY93 Community Service Grant	358,899	Corporation for Public Broadcasting
Museum Auditorium Fund	500,000	Private Gifts/Contracts/Grants
Bus System Improvements	150,000	Local Grants/Contracts

5.

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1993

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

	This Year Quarter <u>I</u>	Last Year Quarter <u>I</u>
(a) Commercial Airfare	\$ 283,452.71	\$ 220,503.86
(b) Personal Auto Mileage	43,189.90	40,944.09
(c) Automobile Rental	40,137.75	33,775.16
(d) Per diem (In-State)	100,073.53	92,505.36
(e) Meals and Lodging (Out-of-State)	163,865.70	137,287.21
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>176,538.69</u>	<u>167,420.70</u>
Sub-Total	<u>\$ 807,258.28</u>	<u>\$ 692,436.38</u>
(g) Intercollegiate Athletic Team Travel	<u>344,955.36</u>	<u>269,189.58</u>
Totals	<u><u>\$ 1,152,213.64</u></u>	<u><u>\$ 961,625.96</u></u>

II. Percent of total travel cost incurred by purpose for Quarter I 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	.54	3.10	1.50	5.14
(b) Required for research project	1.33	1.59	.44	3.36
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	12.49	15.21	1.36	29.06
(d) To perform official business and duties	3.30	17.18	.66	21.14
(e) Multi-purpose meeting/ paper	<u>.84</u>	<u>40.03</u>	<u>.43</u>	<u>41.30</u>
Totals	<u><u>18.50</u></u>	<u><u>77.11</u></u>	<u><u>4.39</u></u>	<u><u>100.00</u></u>

Texas Tech University
Report of Official Travel
Page 2

III. Cities traveled to and number of trips (1,765) for the purposes shown in Section II and for Quarter I:

- (a) In-State : Dallas/Fort Worth (236); West Texas Area (167); Austin (167); Houston (90); Amarillo (64); San Antonio (61); El Paso (44); College Station (33); Sierra Blanca (29); Midland/Odessa (25); Others (183).
- (b) Out-of-State : Washington, D.C. (46); Albuquerque (37); Chicago (31); Ft. Collins, CO (27); Los Angeles (24); Phoenix (18); Atlanta (17); St. Louis (17); Minneapolis (14); Denver (13); Others (380).
- (c) Out-of-Country: Victoria, Canada (5); Montreal, Canada (3); Vancouver, Canada (3); Ft. McMurry, Canada (2); Ottawa, Canada (2); Toronto, Canada (2); Graz, Austria (1); Vienna, Austria (1); Liege, Belgium (1); Beijing, China (1); Nantang, China (1); Quebec, Canada (1); London, England (1); Norwich, England (1); Bordeaux, France (1); Darmstadt, Germany (1); Frankfurt, Germany (1); Tübingen, Germany (1); Würzburg, Germany (1); Calcutta, India (1); Iizuka, Japan (1); Fukuoka, Japan (1); Tokyo, Japan (1); Ocha Rios, Jamaica (1); Guadalajara, Mexico (1); Mexico City, Mexico (1); Nijmegen, Netherlands (1); Moscow, Russia (1); Bangkok, Thailand (1); Istanbul, Turkey (1); Oxfordshire, United Kingdom (1).

6. Lubbock Power & Light - Lease of TTU Baseball Scoreboard Sponsor Panel
a. The following contract No. MU1194 with Lubbock Power & Light for the lease of the TTU Baseball Scoreboard Sponsor Panel for advertising and marketing purposes. Execution of this agreement was authorized in the Minutes of the December 18, 1992, meeting, Item M36.

Contract No. MU1194

AGREEMENT
(Texas Tech University Baseball Scoreboard)

This Agreement is made by and between Texas Tech University ("TTU"), hereinafter called "University", and Lubbock Power & Light ("LPL"), hereinafter called "Sponsor".

University is the owner of the TTU Baseball Scoreboard with Sponsor Panel, hereinafter referred to as "Scoreboard" and "Sponsor Panel", respectively, and the Property on which it is located.

Sponsor desires to lease the described Sponsor Panel for advertising and marketing purposes.

THEREFORE, University and Sponsor agree as follows:

1.0 Property:

1.1 The University hereby leases a 4'6" x 12'1 1/2" portion of the Sponsor Panel on the University's Property at the Texas Tech University Dan Law Field. A proposed copy of the artist's rendering of the Scoreboard and Sponsor Panel are attached hereto as Exhibit "A" and incorporated herein by reference.

1.2 The Scoreboard and Sponsor Panel comprise a commercial scoreboard owned, controlled, maintained and operated by University.

2.0 Agreement Terms:

2.1 For valuable consideration, including the agreements contained herein, University does lease to Sponsor for a term of 10 years, commencing January 1, 1993 and ending December 31, 2002, the Sponsor Panel described above, and Sponsor agrees to pay to University as rent for said Sponsor Panel without notice or demand the sum of Fifty Thousand Dollars (\$50,000.00), to be paid within the first five years of the contract, to be paid in minimum payments of Ten Thousand Dollars (\$10,000.00) per year, due and payable on or before January 1, 1993 and continuing the first day of January of each year following thereafter through January 1, 1997.

2.2 University agrees that Sponsor may pre-pay the rent without penalty.

3.0 Governing Law:

This agreement shall be governed by and construed under the laws of the State of Texas.

4.0 Additional Provisions:

4.1 Sponsor will provide to University, as soon as possible, the artwork and color selection to be included in the Sponsor Panel.

4.2 University agrees to produce and install the Sponsor Panel.

4.3 University agrees that the Sponsor Panel will be backlighted.

4.4 University agrees that the Scoreboard and Sponsor Panel will be lighted each night and during each home baseball game.

4.5 Sponsor shall receive a minimum of two public address announcements per home baseball game, with Sponsor's logo(s) displayed in the color matrix of the Scoreboard during the public address announcements.

4.6 Sponsor shall receive a minimum of one public address announcement at each University home football game so long as the public address announcement does not conflict competitively with a University football game sponsor.

4.7 The Texas Tech University Athletic Department reserves the right to approve all copy for any public address announcements delivered in Dan Law Field and Jones Stadium, respectively.

5.0 Severability:

If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

6.0 Indemnification:

Sponsor agrees to hold University harmless from any claim, suit, or proceeding arising out of the subject matter of this Agreement, including to indemnify University for reasonable expenses incurred in defending such claims.

7.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be delivered either personally or by registered or certified mail.

8.0 Modification:

This Agreement may be amended only upon mutual agreement in writing by the parties.

9.0 Assignment:

This Agreement may not be assigned by either party without the express written consent of the other in advance.

10.0 Binding on Heirs, Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, and permitted assigns of the Sponsor and the successors and permitted assigns of the University.

11.0 Entire Agreement:

This Agreement and its attachments, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understanding and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the above paragraph entitled "Modification."

12.0 Default:

In the event that Sponsor should fail to pay when due the full amount of any rental payment or any other payment due under this agreement, such failure shall constitute default, and University may take any action as provided by statute, law, or regulation, against Sponsor for redress of damages, to include court costs and attorneys fees, if applicable.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 28th day of December, 19 92.

University:

TEXAS TECH UNIVERSITY

Sponsor:

LUBBOCK POWER & LIGHT

(Signature) _____

by _____

(Signature) _____

Robert W. Lawless

Greg C. Jones


(Printed Name)

President

(Title)

Chairman

(Title)



10:38

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SPONSOR PANEL

SPONSOR PANEL

SPONSOR PANEL

Southwest Coca-Cola Bottling Co., Inc. - Lease of TTU Baseball Scoreboard
Sponsor Panel

6. b. The following contract No. MU1195 with Southwest Coca-Cola Bottling Co., Inc. for the lease of the TTU Baseball Scoreboard Sponsor Panel for advertising and marketing purposes. Execution of this agreement was authorized in the Minutes of the December 18, 1992, meeting, Item M36. Contract No. MU1195

AGREEMENT
(Texas Tech University Baseball Scoreboard)

This Agreement is made by and between Texas Tech University ("TTU"), hereinafter called "University", and Southwest Coca-Cola Bottling Co., Inc., hereinafter called "Sponsor".

University is the owner of the TTU Baseball Scoreboard with Sponsor Panel, hereinafter referred to as "Scoreboard" and "Sponsor Panel", respectively, and the Property on which it is located.

Sponsor desires to lease the described Sponsor Panel for advertising and marketing purposes.

THEREFORE, University and Sponsor agree as follows:

1.0 Property:

1.1 The University hereby leases a 4'6" x 24'3" portion of the Sponsor Panel on the University's Property at the Texas Tech University Dan Law Field. A proposed copy of the artist's rendering of the Scoreboard and Sponsor Panel are attached hereto as Exhibit "A" and incorporated herein by reference.

1.2 The Scoreboard and Sponsor Panel comprise a commercial scoreboard, owned, controlled, maintained and operated by University.

2.0 Agreement Terms:

2.1 For valuable consideration, including the agreements contained herein, University does lease to Sponsor for a term of 10 years, commencing January 1, 1993 and ending December 31, 2002, the Sponsor Panel described above, and Sponsor agrees to pay to University as rent for said Sponsor Panel without notice or demand the sum of One Hundred Thousand Dollars (\$100,000.00), to be paid in ten equal installments of Ten Thousand Dollars (\$10,000.00) each beginning on or before January 1, 1993 and continuing on or before the first day of January of each year thereafter through January 1, 2002.

2.2 University agrees that Sponsor may pre-pay the rent without penalty.

3.0 Governing Law:

This agreement shall be governed by and construed under the laws of the State of Texas.

4.0 Additional Provisions:

4.1 Sponsor will provide to University, as soon as possible, the artwork and color selection to be included in the Sponsor Panel.

4.2 University agrees to produce and install the Sponsor Panel.

4.3 University agrees that the Sponsor Panel will be backlighted.

4.4 University agrees that the Scoreboard and Sponsor Panel will be lighted each night

and during each home baseball game.

4.5 Sponsor shall receive a minimum of two public address announcements per home baseball game, with Sponsor's logo(s) displayed in the color matrix of the Scoreboard during the public address announcements.

4.6 Sponsor shall receive a minimum of one public address announcement at each University home football game so long as the public address announcement does not conflict competitively with a University football game sponsor.

4.7 The Texas Tech University Athletic Department reserves the right to approve all copy for any public address announcements delivered in Dan Law Field and Jones Stadium, respectively.

5.0 Severability:

If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

6.0 Indemnification:

Sponsor agrees to hold University harmless from any claim, suit, or proceeding arising out of the subject matter of this Agreement, including to indemnify University for reasonable expenses incurred in defending such claims.

7.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be delivered either personally or by registered or certified mail.

8.0 Modification:

This Agreement may be amended only upon mutual agreement in writing by the parties.

9.0 Assignment:

This Agreement may not be assigned by either party without the express written consent of the other in advance.

10.0 Binding on Heirs, Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, and permitted assigns of the Sponsor and the successors and permitted assigns of the University.

11.0 Entire Agreement:

This Agreement and its attachments, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understanding and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the above paragraph entitled "Modification."

12.0 Default:

In the event that Sponsor should fail to pay when due the full amount of any rental payment or any other payment due under this agreement, such failure shall constitute default, and University may take any action as provided by statute, law, or regulation, against Sponsor for redress of damages, to include court costs and attorneys fees, if applicable.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 19 ____.

University:

TEXAS TECH UNIVERSITY

Sponsor:

SOUTHWEST COCA-COLA
BOTTLING CO., INC.

by _____
(Signature)


Robert W. Lawless

President
(Title)

by _____
(Signature)

Rowie W. Hill
(Printed Name)

SR VP Sales & Mktg
(Title)



10:38

H/E H

TEXAS

T TECH

TEXAS TECH UNIVERSITY

HOMERUN!

	1	2	3	4	5	6	7	8	9	10	R	H	E
TEXAS	0	0	0	1	0	0	0	0	0	0	2	5	5
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BALL 3

STRIKE 3

OUT 1

SPONSOR PANEL

SPONSOR PANEL

SPONSOR PANEL

6. United Supermarkets, Inc. - Lease of TTU Baseball Scoreboard Sponsor Panel
c. The following contract No. MU1193 with United Supermarkets, Inc., for the lease of the TTU Baseball Scoreboard Sponsor Panel for advertising and marketing purposes. Execution of this agreement was authorized in the Minutes of the December 18, 1992, meeting, Item M36.

Contract No. MU1193

AGREEMENT
(Texas Tech University Baseball Scoreboard)

This Agreement is made by and between Texas Tech University ("TTU"), hereinafter called "University", and United Supermarkets, Inc., hereinafter called "Sponsor".

University is the owner of the TTU Baseball Scoreboard with Sponsor Panel, hereinafter referred to as "Scoreboard" and "Sponsor Panel", respectively, and the Property on which it is located.

Sponsor desires to lease the described Sponsor Panel for advertising and marketing purposes.

THEREFORE, University and Sponsor agree as follows:

1.0 Property:

1.1 The University hereby leases a 4'6" x 12'1 1/2" portion of the Sponsor Panel on the University's Property at the Texas Tech University Dan Law Field. A proposed copy of the artist's rendering of the Scoreboard and Sponsor Panel are attached hereto as Exhibit "A" and incorporated herein by reference.

1.2 The Scoreboard and Sponsor Panel comprise a commercial scoreboard owned, controlled, maintained and operated by University.

2.0 Agreement Terms:

2.1 For valuable consideration, including the agreements contained herein, University does lease to Sponsor for a term of 10 years, commencing January 1, 1993 and ending December 31, 2002, the Sponsor Panel described above, and Sponsor agrees to pay to University as rent for said Sponsor Panel without notice or demand the sum of Fifty Thousand Dollars (\$50,000.00), to be paid over a three-year period, with Twenty Thousand Dollars (\$20,000.00) being due on or before January 1, 1993 and Fifteen Thousand Dollars (\$15,000.00) being due on or before January 1, 1994 and January 1, 1995, respectively.

2.2 University agrees that Sponsor may pre-pay the rent without penalty.

3.0 Governing Law:

This agreement shall be governed by and construed under the laws of the State of Texas.

4.0 Additional Provisions:

4.1 Sponsor will provide to University, as soon as possible, the artwork and color selection to be included in the Sponsor Panel.

4.2 University agrees to produce and install the Sponsor Panel.

4.3 University agrees that the Sponsor Panel will be backlighted.

4.4 University agrees that the Scoreboard and Sponsor Panel will be lighted each night

and during each home baseball game.

4.5 Sponsor shall receive a minimum of two public address announcements per home baseball game, with Sponsor's logo(s) displayed in the color matrix of the Scoreboard during the public address announcements.

4.6 Sponsor shall receive a minimum of one public address announcement at each University home football game so long as the public address announcement does not conflict competitively with a University football game sponsor.

4.7 The Texas Tech University Athletic Department reserves the right to approve all copy for any public address announcements delivered in Dan Law Field and Jones Stadium, respectively.

5.0 Severability:

If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

6.0 Indemnification:

Sponsor agrees to hold University harmless from any claim, suit, or proceeding arising out of the subject matter of this Agreement, including to indemnify University for reasonable expenses incurred in defending such claims.

7.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be delivered either personally or by registered or certified mail.

8.0 Modification:

This Agreement may be amended only upon mutual agreement in writing by the parties.

9.0 Assignment:

This Agreement may not be assigned by either party without the express written consent of the other in advance.

10.0 Binding on Heirs, Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, and permitted assigns of the Sponsor and the successors and permitted assigns of the University.

11.0 Entire Agreement:

This Agreement and its attachments, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understanding and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the above paragraph entitled "Modification."

12.0 Default:

In the event that Sponsor should fail to pay when due the full amount of any rental payment or any other payment due under this agreement, such failure shall constitute default, and University may take any action as provided by statute, law, or regulation, against Sponsor for redress of damages, to include court costs and attorneys fees, if applicable.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 27th day of December, 1992.

University:

TEXAS TECH UNIVERSITY

Sponsor:

UNITED SUPERMARKETS, INC.

by _____
(Signature)


Robert W. Lawless

President
(Title)

by _____
(Signature)

Robert Snell
(Printed Name)

President
(Title)



10:36

H/E H

TEXAS

T. TECH

TEXAS TECH UNIVERSITY

HOMERUN!

	1	2	3	4	5	6	7	8	9	10	R	H	E
TEXAS	0	0	0	1	1	0	0	0			2	4	3
T. TECH	1	0	1	3	0	1	2				6	13	0

BALL 3

STRIKE 2

OUT 1

SPONSOR PANEL

SPONSOR PANEL

SPONSOR PANEL

Joe D. McKay, Architect, Lubbock, Texas

7. a. The following contract No. 93-1084 with Joe D. McKay, Architect, Lubbock, Texas, is for the Fisheries and Wildlife Renovation Phases III and IV. Execution of this agreement was authorized in the Minutes of the August 21, 1992, meeting, Item M158.

LS

ARCHITECTURAL SERVICES

Contract No. 93-1084
Account Number: 3709-42-1486

AGREEMENT

made this the 22nd day of January in the year Nineteen Hundred Ninety Three

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller, and Joe D. McKay, Architect, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

Fisheries and Wildlife Renovation Phases III and IV (FP&C 92-22)

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a Statement of Probable Construction Cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

Page 2 - Architectural Services - Lump Sum

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

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the contractor only upon written approval by the University.

Make periodic visits to the site to maintain familiarity with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements, including, but not limited to, Americans With Disabilities Act of 1990, 42 U.S.C. Sec. 12101 et seq. and Rehabilitation Act of 1973, 29 U.S.C. Sec. 791 et seq. (Sec. 504), together with all implementing regulations.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.

Page 3 - Architectural Services - Lump Sum

2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services lump sum of \$ 19,000.

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

Schematic Design Phase	20%
Design Development Phase	25%
Construction Documents Phase	45%
Bidding or Negotiation Phase	<u>10%</u> of \$12,000
Sub Total	100%
Construction Phase	100% of \$7,000

E. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates and employees of the firm who are assigned to and are productively engaged on the project providing such services as

Page 4 - Architectural Services - Lump Sum

Direct personnel expense shall be based on an amount of 1.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

F. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Architect's consultants shall provide complete support of the Architect's Basis Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

G. CONTINUING SERVICES

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

H. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

I. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

Page 5 - Architectural Services - Lump Sum

J. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

Joe D. McKay, Architect

7008 Salem, Suite 100

Lubbock, Texas 79424

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

Associate Vice President of Facilities Planning and Construction
Texas Tech University
P. O. Box 42014
Lubbock, Texas 79409-2014

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

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

K. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

L. SUCCESSORS AND ASSIGNS

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

Page 6 - Architectural Services - Lump Sum

M. ASSIGNMENT

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

N. EXTENT OF AGREEMENT

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

O. APPLICABLE LAW

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

P. DESIGNATION OF REPRESENTATIVE

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 to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
JOE D. MCKAY, ARCHITECT

By: _____
Max C. Tomlinson, Associate Vice
President for Business Affairs
and Comptroller

By: _____
Date: 2-4-93

Date: 1-1-93

BGR Architects-Engineers, Inc. - Recreation Center Weight Room Expansion

7. b. The following contract No. 93-1070 with BGR Architects-Engineers, Inc. is for the expansion of the Recreation Center Weight Room. Execution of this agreement was authorized in the Minutes of the October 30, 1992, meeting, Item M13.

ARCHITECTURAL SERVICES

Contract No. 93-1070
Account Number: 3702-42-1491

AGREEMENT

made this the 1st day of December in the year Nineteen Hundred Ninety Two

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller, and BGR Architects-Engineers, Inc., Architect, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

Recreation Center Weight Room Expansion (FP&C 92-29)

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a Statement of Probable Construction Cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county, and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

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

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.

7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

Make periodic visits to the site to maintain familiarity with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.

9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.

10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.

11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical, and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.

Page 3 - Architectural Services - Percent

2. The Owner may furnish such legal, accounting, and insurance counseling services as he may deem necessary for the project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
2. When project or any part thereof is not constructed, the lowest bona fide bid received from qualified bidder for any or all of such work.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of Probable Construction Cost.

ALTERNATES

1. Alternates prepared by the Architect which exceed the project budget and which are not specifically requested by the Owner and which are not constructed, shall not be included in the construction cost for purposes of computing the Architect's fee.
2. Alternates which are specifically requested and approved by the Owner and not constructed shall be included in the construction cost for the purpose of computing the Architect's compensation, excluding Construction Phase services.

E. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services 8 % of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in Paragraph D above.

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

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

F. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

Direct personnel expense shall be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Architect's consultants shall provide complete support of the Architect's Basic Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

BGR Architects-Engineers, Inc.

2118 34th Street

Lubbock, Texas 79411

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

Director of Facility Planning and Construction
Texas Tech University
P. O. Box 4520
Lubbock, Texas 79409-2014

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

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 to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
BGR ARCHITECTS-ENGINEERS

By: _____
Max C. Tomlinson, Associate Vice
President for Business Affairs
and Comptroller

By: _____
Date: 12/9/92

Date: 12/10/92

Contract No. 93-1070/1

Amendment No. 1 to Contract No. 93-1070

Architectural Services - Recreation Center Weight Room Expansion

The Agreement between BGR Architects-Engineers, Inc., Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated December 1, 1992, is amended as follows:

Paragraph E. Compensation and Payment is hereby amended to read as follows:

The Owner agrees to pay the Architect as compensation for the basic services 7% of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in Paragraph D above.

All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 23rd day of December, 1992.

BGR ARCHITECTS-ENGINEERS

TEXAS TECH UNIVERSITY

By: _____

Date: 1/18/93

By: _____

Max C. Tomlinson, Associate
Vice President for Business
Affairs and Comptroller

Date: 1/13/93

Adling Associates Architects - Wall/Gates Roof Replacement

7. c. The following contract No. 93-1073 with Adling Associates Architects for architectural services for the roof replacement on Wall/Gates Residence Hall is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the October 30, 1992, meeting, Item M14.

ARCHITECTURAL SERVICES

Contract No. 93-1073
Account Number: 3702-42-1490

AGREEMENT

made this the 7th day of December in the year Nineteen Hundred Ninety Two
BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller, and Adling Associates Architects, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

Wall Gates Roof Replacement (FP&C 92-13)

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Submit to the Owner a Statement of Probable Construction Cost.
3. Prepare from the approved Design Development Documents, Working Drawings and Specifications for bidding.
4. Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.
5. Provide construction submittal review only when required by Owner.
6. Provide spot inspections of construction work only when required by Owner.
7. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.

Page 2 - Architectural Services - Lump Sum

8. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
9. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.
2. The Owner will bid the project from the working drawings and specifications prepared by the Architect.
3. The Owner will provide general administration of the Construction Contract, review submittal data, authorize additional work, and approve certificates for payment.
4. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel.
5. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services lump sum of \$ 7,200.

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

Schematic Design Phase	20%
Design Development Phase	30%
Construction Documents Phase	50%

Page 3 - Architectural Services - Lump Sum

E. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

Direct personnel expense shall be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

F. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Architect's consultants shall provide complete support of the Architect's Basis Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

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G. CONTINUING SERVICES

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

H. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

I. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

J. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

Adling Associates, Architects

2529 74th Street

Lubbock, Texas 79423-1405

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

Director of Facility Planning and Construction
Texas Tech University
P. O. Box 4520
Lubbock, Texas 79409-2014

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

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

K. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

L. SUCCESSORS AND ASSIGNS

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

M. ASSIGNMENT

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

N. EXTENT OF AGREEMENT

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

O. APPLICABLE LAW

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

P. DESIGNATION OF REPRESENTATIVE

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 to act for and on behalf of Owner.

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This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
ADLING ASSOCIATES ARCHITECTS

By: Max C. Tomlinson, Associate Vice
President for Business Affairs
and Comptroller
Date: _____

By: [Signature]
Date: 23 DEC. 1992

7. Hibbs, Oller & Todd, Inc., Lubbock, Texas, Engineer
d. The following contract No. 93-1087 with Hibbs, Oller & Todd, Inc., Lubbock, Texas, Engineer, is for the installation of CHACP II - Fuel Storage. Execution of this agreement was authorized in the Minutes of the December 18, 1992, meeting, Item M43.

ENGINEERING SERVICES

Contract No. 93-1087
Account Number: 3702-45-8196

AGREEMENT

made this the 26th day of January in the year Nineteen Hundred Ninety Three

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller, and Hibbs, Oller & Todd, Inc., Lubbock, Texas, Engineer.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

CHACP II - Fuel Storage Installation

B. BASIC SERVICES

The Engineer shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a Statement of Probable Construction Cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county, and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to materials, structure, mechanical and electrical

Page 2 - Engineering Services - Percent

systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

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

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Engineer will authorize additional work for the Contractor only upon written approval by the University.

Make periodic visits to the site to maintain familiarity with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process blackline Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678.. Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements, including, but not limited to, Americans With Disabilities Act of 1990, 42 U.S.C. Sec. 12101 et seq. and Rehabilitation Act of 1973, 29 U.S.C. Sec. 791 et seq. (sec. 504), together with all implementing regulations.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical, and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the

Page 3 - Engineering Services - Percent

space requirements and their general relationship will be provided as required by the project.

2. The Owner may furnish such legal, accounting, and insurance counseling services as he may deem necessary for the project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Engineer's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Engineer.
4. The Owner will pay the cost of reproducing copies of all required submittals and "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
2. When project or any part thereof is not constructed, the least of the following shall govern: (1) lowest bona fide bid received from qualified bidder for any or all of such work, (2) the Latest Detailed Cost Estimate, or (3) the Engineer's Latest Statement of Probable Cost.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Engineer's latest Statement of Probable Construction Cost.

ALTERNATES

1. Alternates prepared by the Engineer which exceed the project budget and which are not specifically requested by the Owner and which are not constructed, shall not be included in the construction cost for purposes of computing the Engineer's fee.
2. Alternates which are specifically requested and approved by the Owner and not constructed shall be included in the construction cost for the purpose of computing the Engineer's compensation, excluding Construction Phase services.

E. COMPENSATION AND PAYMENT

The Owner agrees to pay the Engineer as compensation for the basic services 8 % of the authorized and approved construction cost, as such term: "Construction Cost and Alternates" is defined in Paragraph D above.

Page 4 - Engineering Services - Percent

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

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

F. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Engineer prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

Direct personnel expense shall be based on an hourly billing rate as reflected in billing schedule, Attachment I.

2. Reimbursable Expenses

Engineer shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Engineer's error or omission shall be the responsibility of the Engineer.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Engineer shall be the Engineer's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Engineer's consultants shall

Page 5 - Engineering Services - Percent

provide complete support of the Engineer's Basic Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ACCOUNTING RECORDS

Records of the Engineer's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

Hibbs, Oller & Todd, Inc.

7806 Indiana, Suite 202

Lubbock, Texas 79423

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

Director of Physical Plant
Texas Tech University
P.O. Box 43142
Lubbock, Texas 79409-3142

In the event of termination, the Engineer shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable or on a direct personnel expense basis as mutually agreed.

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Engineer whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

Owner hereby designates the President of Texas Tech University of the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Engineer is otherwise notified in writing by Owner and directed to Engineer at the address above set forth.

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Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

ENGINEER
HIBBS, OLLER & TODD, INC.

By: _____
Max C. Tomlinson, Associate Vice
President for Business Affairs
and Comptroller

By: _____
Date: 2-9-93

Date: 2-15-93

HIBBS, OLLER & TODD, INC.
FEE SCHEDULE

Attachment I

Effective January 1, 1993

<u>Classification</u>	<u>Rate/Hour</u>
Principal/Project Manager	\$ 75.00
Design Engineer	45.00-55.00
CADD	35.00-40.00
Resident Project Representative	25.00-35.00
Drafters	25.00-35.00
Clerical	20.00-25.00

Reimbursable Expenses include items such as:

Project Mileage - \$ 0.35/mile

Printing Costs

Surveying

Material Testing

Soil Analysis

Maps/Aerials

These direct non-labor and sub-contract expenses shall be identified for each specific engagement and agreed upon prior to incurring the expense.

7. Daktronics, Inc. - Dan Law Field Scoreboard construction services
e. The following contract No. 93-1072 with Daktronics, Inc., Brookings, South Dakota, is for the construction services for Dan Law Field Scoreboard. Execution of this agreement was authorized in the Minutes of the October 30, 1992, meeting, Item M18.

CONSTRUCTION SERVICES

Contract No. 93-1072
Account Number 3702-42-1493

AGREEMENT

THIS AGREEMENT, made this 2nd day of December, in the year Nineteen Hundred Ninety Two

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Daktronics, Inc., Brookings, South Dakota, 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 Dan Law Field Scoreboard (FP&C 92-33).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Fifty-Six Thousand Five Hundred Ninety Dollars and no/100,
including Base Bid and the options included in Attachment A
(Written Amount)

\$156,590
(Figures)

The above bid price is divided into \$ 143,090 dollars for Materials (to be incorporated into the Work) and \$ 13,500 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

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 52 consecutive calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 250 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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 Director of Facility Planning & Construction.

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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
DAKTRONICS, INC.

By: _____
Robert W. Lawless
President

By: _____
Date: 10 Dec 1992

Date: 12/3/92

REVIEWED FOR FISCAL IMPLICATIONS

~~Don E. Cosby, Vice President~~
for Fiscal Affairs

Date: 12-3-92

DAN LAW FIELD SCOREBOARD (FP&C 92-33)
LIST OF OPTIONS

Attachment A

1. Alternate #1 Baseball scoreboard message center using a high resolution 64 x 160 lamp matrix color Starburst' technology with 1.5" lamp centers, add \$18,775.
2. One (1) VCR color animation digitizer, add \$900.
3. DDM (Daktronics Data Manager baseball statistics package), add \$4,475.
4. Protective netting (black) heavy duty tennis netting (36 twine) 1 3/4" square. Netting to cover entire signage, and netting is to be stretched vertically to be parallel with scoreboard, add \$2,300.
5. Spare parts package including: one (1) scoreboard driver, one (1) message center driver, and one (1) scoreboard control console, add \$1,700.

Amendment No. 1 to Contract No. 93-1072

Construction Services - Dan Law Field Scoreboard (FP&C 92-33)

The Agreement between Daktronics, Inc., Brookings, South Dakota, and Texas Tech University, Lubbock, Texas, dated December 2, 1992, is amended as follows:

Article 3 - Time of Commencement and Completion, Paragraph One, is hereby amended to read as follows:

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 5:00 P.M., February 12, 1993.

All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers. this the 8th day of January, 1993.

DAKTRONICS, INC.

TEXAS TECH UNIVERSITY

By: [Signature]
Date: 1/25/93

By: Robert W. Lawless, President
Date: 1-15-93

Lee Lewis Construction, Inc. - Law School Library Addition

7. f. The following contract No. 93-1076 with Lee Lewis Construction, Inc., for the Law School Library Addition is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the December 18, 1992, meeting, Item M45.

CONSTRUCTION SERVICES

Contract No. 93-1076
Account Number 0240-44-7612

AGREEMENT

THIS AGREEMENT, made this 23rd day of December, in the year Nineteen Hundred Ninety Two

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Lee Lewis Construction, Inc., Lubbock, 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 Law School Library Addition (FP&C 90-13).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Million Five Hundred Sixty-Eight Thousand Dollars and no/100
(Written Amount)

\$2,568,000

(Figures)

The above bid price is divided into \$ 1,500,000 dollars for Materials (to be incorporated into the Work) and \$ 1,068,000 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

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 Thursday, December 30, 1993.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 500 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
LEE LEWIS CONSTRUCTION, INC.

By: _____
Robert W. Lawless
President

By: _____

Date: 12/31/92

Date: 1/13/93

REVIEWED FOR FISCAL IMPLICATIONS

~~Don E. Cosby, Vice President~~
for Fiscal Affairs

Date: 1-12-93

8.

SUMMARY
January, 1993

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1993	596	\$921,394.89	53	\$579,480.23	5	\$1,139.58	654	\$1,502,014.70
January, 1992	523	\$321,374.63	94	\$243,295.00	3	\$14,701.28	620	\$579,370.91
CUMULATIVE:								
September 1, 1992 Through								
January 31, 1993	5,264	\$2,609,597.24	521	\$1,737,078.11	17	\$20,708.88	5,802	\$4,367,384.23
September 1, 1991 Through								
January 31, 1992	5,629	\$1,973,603.43	811	\$1,444,888.31	20	\$195,791.09	6,460	\$3,614,282.83

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

8. a.

SUMMARY
January, 1993

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1993	292	\$815,943.26	19	\$8,636.69	5	\$1,139.58	316	\$825,719.53
January, 1992	300	\$277,804.63	58	\$186,055.00	3	\$14,701.28	361	\$478,560.91
CUMULATIVE:								
September 1, 1992 Through								
January 31, 1993	2,785	\$1,897,324.31	198	\$806,928.18	16	\$20,707.88	2,999	\$2,724,960.37
September 1, 1991 Through								
January 31, 1992	3,617	\$1,399,505.56	356	\$846,027.98	20	\$195,791.09	3,993	\$2,441,324.63

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared February 10, 1993

January 1992-93
Month Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$6,064.00	\$90,914.38	\$150,833.53
B. Trusts & Bequests	0.00	0.00	200.00
Sub Total	\$6,064.00	\$90,914.38	\$151,033.53
2. NON-ALUMNI INDIVIDUALS			
A. General	\$525,603.54	\$1,174,418.71	\$791,416.54
B. Trusts & Bequests	101.00	31,454.00	117,505.00
Sub Total	\$525,704.54	\$1,205,872.71	\$908,921.54
3. CORPORATIONS			
A. Grants	\$11,671.58	\$257,048.40	\$493,013.70
B. Matching Gifts	295.00	2,980.00	11,925.00
Sub Total	\$11,966.58	\$260,028.40	\$504,938.70
4. FOUNDATIONS			
A. Grants	\$258,420.72	\$900,112.71	\$582,710.70
B. Matching Gifts	4,432.00	26,902.00	72,317.66
Sub Total	\$262,852.72	\$927,014.71	\$655,028.36
5. OTHER	\$19,131.69	\$241,130.17	\$221,402.50
GRAND TOTAL ALL RECEIPTS	\$825,719.53	\$2,724,960.37	\$2,441,324.63

Texas Tech University
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
January, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	1,675.00
2. Academic Divisions	40,191.00	320,917.81
3. Faculty Development	0	0
4. Research	10,000.00	304,873.15
5 a. Friends of the Library	500.00	2,760.00
b. KTXT-TV	10,895.50	55,194.90
c. Ex-Students Association	1,604.00	35,468.51
d. Southwest Collection	0	750.00
e. Museum	626,148.05	626,436.27
f. Ranching Heritage Center	346.99	2,587.87
g. Red Raider Club	100.00	100.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	0	200.00
6. Student Financial Aid	13,210.00	325,296.46
7. Other Purposes	108,220.72	191,182.34
8. Matching Gifts	4,727.00	29,882.00
9 a. Endowment Chairs	0	0
b. Endowed Professorships	7,150.00	17,181.68
c. Endowed Scholarships	1,486.69	699,031.50
d. Endowed Programs	0	90,715.00
10a. GIK Equipment	0	1,497.00
b. GIK Buildings	0	0
c. GIK Land	1.00	1.00
d. GIK Mineral Interests	0	0
e. GIK Other	1,138.58	19,209.88
<u>SUBTOTAL:</u>	\$825,719.53	\$2,724,960.37
11. Rents, Interest, Dividends, etc.	11,659.64	69,703.85
<u>TOTAL:</u>	\$837,379.17	\$2,794,664.32

8. b.

SUMMARY
January, 1993

Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1993	304	\$105,451.63	34	\$570,843.54	0	\$0.00	338	\$676,295.17
January, 1992	223	\$43,570.00	36	\$57,240.00	0	\$0.00	259	\$100,810.00
CUMULATIVE:								
September 1, 1992 Through								
January 31, 1993	2,479	\$712,272.93	323	\$930,149.93	1	\$1.00	2,803	\$1,642,423.86
September 1, 1991 Through								
January 31, 1992	2,012	\$574,097.87	455	\$598,860.33	0	\$0.00	2,467	\$1,172,958.20

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation

Prepared February 10, 1993

January

Month

1992-93

Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$4,605.50	\$78,120.00	\$78,690.00
B. Trusts & Bequests	0.00	0.00	600.00
Sub Total	\$4,605.50	\$78,120.00	\$79,290.00
2. NON-ALUMNI INDIVIDUALS			
A. General	\$260,046.67	\$611,886.08	\$601,158.85
B. Trusts & Bequests	365,600.00	380,484.27	15,685.00
Sub Total	\$625,646.67	\$992,370.35	\$616,843.85
3. CORPORATIONS			
A. Grants	\$18,380.00	\$245,242.74	\$293,158.61
B. Matching Gifts	1,175.00	9,915.00	17,827.00
Sub Total	\$19,555.00	\$255,157.74	\$310,985.61
4. FOUNDATIONS			
A. Grants	\$25,000.00	\$239,409.00	\$69,423.00
B. Matching Gifts	1,060.00	42,892.50	37,763.00
Sub Total	\$26,060.00	\$282,301.50	\$107,186.00
5. OTHER	\$428.00	\$34,474.27	\$58,652.74
GRAND TOTAL ALL RECEIPTS	\$676,295.17	\$1,642,423.86	\$1,172,958.20

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
January, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	10.00	60.00
2. Academic Divisions	9,860.00	226,824.52
3. Faculty Development	0	0
4. Research	20,000.00	20,380.00
5 a. Friends of the Library	610.00	6,815.00
b. KTXT-TV	0	3,000.00
c. Ex-Students Association	285.00	885.00
d. Southwest Collection	0	0
e. Museum	5,000.00	5,000.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	0	200.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	15,735.00	105,531.25
6. Student Financial Aid	26,043.63	133,726.36
7. Other Purposes	25,673.00	157,043.30
8. Matching Gifts	2,235.00	52,807.50
9 a. Endowment Chairs	0	0
b. Endowed Professorships	3,889.54	10,587.06
c. Endowed Scholarships	566,354.00	905,769.87
d. Endowed Programs	600.00	13,793.00
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	1.00
<u>SUBTOTAL:</u>	\$676,295.17	\$1,642,423.86
11. Rents, Interest, Dividends, etc.	30,823.42	104,670.64
<u>TOTAL:</u>	\$707,118.59	\$1,747,094.50

8. c.

SUMMARY
January, 1993

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1993	623	\$1,444,064.89	86	\$581,977.73	5	\$1,139.58	714	\$2,027,182.20
January, 1992	577	\$334,959.63	173	\$255,326.83	3	\$14,701.28	753	\$604,987.74
CUMULATIVE:								
September 1, 1992 Through January 31, 1993	5,536	\$3,281,180.35	892	\$2,560,275.61	19	\$22,309.88	6,447	\$5,863,765.84
September 1, 1991 Through January 31, 1992	5,839	\$2,077,111.66	1,116	\$2,262,514.47	21	\$245,791.09	6,976	\$4,585,417.22

*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.