

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1984 - 1985

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
November 16, 1984

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

Minutes

Board of Regents
November 16, 1984

M34. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session on Friday, November 16, 1984, at 2:00 p.m. in the Board of Regents Suite on campus. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mrs. Anne W. Sowell, Vice Chairman; Mr. J. E. Birdwell, Mr. Jerry Ford, Mr. Rex Fuller, Dr. Nathan C. Galloway, Mr. Larry D. Johnson, and Mr. Wesley Masters. Regent J. Fred Bucy was absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. John Darling, Vice President for Academic Affairs and Research; Dr. Eugene E. Payne, Vice President, Mrs. Marsha Barnes, Assistant Vice President, Office of Finance and Administration; Dr. Robert H. Ewalt, Vice President for Student Affairs, Dr. John R. Bradford, Vice President for Development; Dr. Sam Richards, Vice President for Health Sciences Center; Mr. Pat Campbell, General Counsel, Mrs. Ann Manning, Assistant General Counsel, Office of General Counsel; Mr. Mike Sanders, Director, Ms. Martha Brown, Assistant Director, Office of Public Affairs; Mr. Robert L. Bray, Director for Office of Planning; Mrs. Bea Zeeck, Director for University News and Publications; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Mr. Jay W. Lindsey, Assistant Vice President for Investments and Operation Analyses; Dr. Lee R. Alley, Assistant Vice President for Computing and Communication Service; Dr. J. Ted Hartman, Dean, Dr. E. Jay Wheeler, Executive Associate Dean, Mrs. Linda P. Vendroff, Medical Program Evaluation Assistant, Office of the Dean, School of Medicine; Ms. Pat Yoder-Wise, Associate Dean, School of Nursing; Dr. Laurence Peake, Interim Dean, School of Allied Health; Dr. Robert A. Cornesky, Interim Director of Tele-Networking, Health Sciences Center; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President, and Mrs. Freda Pierce, Secretary of the Board.

Others present were Mrs. J. E. Birdwell; Mr. and Mrs. Kevin Black; Mr. Jim Noble, President, Student Association; Mr. Paul Cline, Jr., Lubbock Avalanche-Journal; Ms. Kirsten Kling, University Daily; Mr. Eric Summers, Mr. Jaime Chavez, KLBK-TV; Ms. Barbara Williams, Mr. Pat Broyles, KAMC-TV; Ms. Christy Murphy, and Mr. Bill Baldwin, KCBD-TV.

M35. Chairman Pevehouse called the meeting to order, and a complimentary copy of the LaVentana was given to each Regent by members of the LaVentana staff. Mr. Pevehouse then made the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these

meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17, Texas Civil Statutes, and these Executive sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 3:30 p.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center. It was necessary for Mrs. Sowell to leave at the beginning of the open session.

M36. Upon motion made by Dr. Galloway, seconded by Mr. Johnson, the Minutes of the regular meeting of September 28, 1984, and the called meeting of October 18, 1984, were approved.

M37. Mr. Ford reported for the Academic and Student Affairs Committee. The following three items (M38 through M40) constitute action taken upon committee recommendation.

M38. Upon motion made by Mr. Ford, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the appointment of Ms. Dorothea Rolls, who is above 70 years of age, for 1984-85 in Continuing Education, 75% time.

M39. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals whose names appear on the attached list; Attachment No. M1.

M40. Upon motion made by Mr. Ford, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (1) Centers and Institutes: aPRIMER (Applied Planning Research Institute of Municipalities, Environments and Regions); (2) Conferral of degrees at the December, 1984, Commencement to candidates certified by the faculty, by the deans of the various colleges and the registrar; and (3) Leaves of Absence as attached; Attachment No. M2.

M41. Mr. Birdwell reported for the Finance and Administration Committee. The following eight items (M42 through M49) constitute action taken upon committee recommendation.

M42. Upon motion made by Mr. Birdwell, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period August 1, 1984, to September 30, 1984; Attachment No. M3.

M43. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the awarding of a Cash Investment Contract to Continental National Bank, El Paso, Texas; and authorizes the President to contract with this bank for the period beginning November 16, 1984, and extending for an indefinite period of time with termination of the contract at the option of either the University or the Bank or by mutual consent of both parties.

M44. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached Certificate and Resolution Fixing Certain Building Use Fees at Texas Tech University; Attachments Nos. M4 and M5. Prior to the vote, Mr. Birdwell read the Resolution aloud in its entirety.

M45. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the Administration to make plans for the sale of an additional \$3 million in Texas Tech University Utility Plant Student Fee Revenue Bonds by dealer-bid method in January, 1985, and further authorizes the Administration to hire a Fiscal Agent and a Bond Attorney to assist in the sale of such revenue bonds.

M46. Upon motion made by Mr. Birdwell, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves that students enrolled in the Department of Health, Physical Education and Recreation Internship program must, prior to such enrollment, show evidence of malpractice insurance coverage which will be in full force and effect for the duration of the enrollment in such courses. BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration may arrange with a suitable insurance company or companies which will make available malpractice insurance should an affected student request assistance in obtaining this coverage.

M47. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves that all Red Raider Club lifetime endowment funds on deposit with the University as of the close of business on November 16, 1984, be transferred to the Red Raider Club to be held in perpetuity and managed by the Club provided that the Club agrees to follow the original terms of each gift.

M48. Upon motion made by Mr. Birdwell, seconded by Mr. Ford, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (1) For approval and payment of accounts; Attachment No. M6; (2) Commissioning of Peace Officer; Attachment No. M7.

M49. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the Board of Regents ratified the attached Oil and Gas Lease in Stonewall County, Texas; Attachment No. M8.

M50. Mr. Masters reported for the Campus and Building Committee. The following eleven items (M51 through M61) constitute action taken upon committee recommendation.

M51. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the bid of Knox, Gailey, & Meador in the amount of \$402,819 is accepted for the Lab Theater addition to the University Theater and the President is authorized to duly execute a contract. BE IT FURTHER RESOLVED, that the total project budget is reestablished at \$460,000.

M52. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the bid of Lee Lewis, General Contractor, in the amount of \$1,344,200 is accepted for the construction of the Housing Services Building, and the President is authorized to duly execute a contract; FURTHER RESOLVED, that a total project budget be increased by \$94,200 to a total of \$1,494,200.

M53. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with planning and the appointment of the firm of Mills and Davis, Architects, as Project Architect to provide plans, specifications, and supervision for the interior renovation of Stangel Residence Hall. BE IT FURTHER RESOLVED, that the project budget is established at \$570,000.

M54. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with planning and the appointment of the firm of Bill Adling and Associates as Project Architect to provide plans, specifications, and supervision for the replacement of doors in the Weymouth/Coleman Residence Halls. BE IT FURTHER RESOLVED, that the project budget is established at \$120,000.

M55. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and the appointment of the firm of Mills and Davis, Architects, as Project Architect to provide plans, specifications, and supervision for the renovation of the serving counters of Horn/Knapp and Wells/Carpenter Residence Halls, and an unused portion of Wiggins dining facility; BE IT FURTHER RESOLVED, that the project budget is established at \$292,000.

M56. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and the appointment of the firm of Tisdale and Associates as Project Architect to provide plans, specifications, and supervision to renovate the food serving system in the Stangel/Murdough Dining Room. BE IT FURTHER RESOLVED, that the project budget is established at \$183,000.

M57. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the schematic design, and authorization is given to proceed with contract documents and the receipt of bids for the Multipurpose Athletic Facility. BE IT FURTHER RESOLVED, that the total project budget is reestablished at \$4,200,000.

M58. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and the appointment of the firm of Parkhill, Smith & Cooper as Project Engineer to provide plans, specifications and supervision for the construction of the Physical Plant Loop Road. BE IT FURTHER RESOLVED, that the project budget is established at \$150,000.

M59. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and the appointment of the firm of Fanning, Fanning & Agnew as project engineer to provide plans, specifications and supervision for the renovation of the electrical service to residence halls. BE IT FURTHER RESOLVED, that the project budget is established at \$150,000.

M60. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the following was approved: RESOLVED, that Item M21, Minutes of Board of Regents meeting of September 28, 1984, be amended to reflect the contract award amount of \$757,995.

M61. Upon motion made by Mr. Masters, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions to record completion dates as attached; Attachment No. M9.

M62. Mr. Johnson reported for the Development Committee that gifts and grants to date total \$695,932.

M63. Mr. Masters reported for the Nominating Committee that the committee recommended the election of Mr. J. E. Birdwell as Chairman and Mrs. Anne W. Sowell as Vice Chairman for a two year term. The nominations were unanimously approved. Mr. Masters introduced Mrs. Birdwell who was in the audience, and their daughter and son-in-law, Mr. and Mrs. Kevin Black.

M64. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (November 16, 1984)

- M1. Emeritus Status; Item M39.
- M2. Leaves of Absence; Item M40.
- M3. Budget Adjustments for August 1 to September 30, 1984; Item M42.
- M4. Certificate for Resolution Fixing Certain Building Use Fees; Item M44.
- M5. Resolution Fixing Certain Building Use Fees; Item M44.
- M6. Approval and Payment of Accounts; Item M48.
- M7. Commissioning of Peace Officer; Item M48.
- M8. Oil and Gas Lease in Stonewall County, Texas; Item M49.
- M9. Completion Dates; Item M61.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on November 16, 1984.

(Mrs.) Freda Pierce, Secretary

SEAL

November 16, 1984

EMERITUS STATUS

Richard H. Carlson	Associate Professor of Psychology
Lyman M. Graham, Jr.	Associate Professor of Engineering Technology
Russell H. Seacat, Jr.	Professor of Electrical Engineering

Leaves of Absence

Approve leave of absence without pay for Dr. Richard L. Street, Jr., Assistant Professor of Speech Communication, for the period January 15, 1985, through May 31, 1985. This leave will afford him the opportunity to pursue professional growth and development at the University of California, Santa Barbara.

Approve leave of absence without pay for Dr. Paul Frazer Williams, Associate Professor of Electrical Engineering and Computer Science, for the period September 1, 1984, through August 31, 1985. This leave will help him broaden his experience considerably, as he will be teaching and doing research in a different environment; additionally he will be able to improve relations and provide closer ties with the national university community.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (8/01/84 - 9/30/84)

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
<u>BOARD APPROVAL:</u> None.					
<u>BOARD RATIFICATION:</u>					
	<u>E & G Appropriated Funds:</u>				
421663	Utility Contingency Fund	\$920,947	\$ 0	\$ 0	Allocation from the Coordinating Board - Purchased Utility Contingency Fund
	Purchased Utilities	0	0	920,947	
	Subtotal, E & G Appropriated Funds	\$920,947	\$ 0	\$ 920,947	
	<u>Auxiliary Funds:</u>				
431766	University Bookstore	\$ 0	\$300,000	\$ 300,000	Increase in budget to cover sales of computers which is a new product line.
	Subtotal, Auxiliary Funds	\$ 0	\$300,000	\$ 300,000	
	TOTAL RATIFICATION	\$920,947	\$300,000	\$1,220,947	
	Grand Total-TTU	\$920,947	\$300,000	\$1,220,947	

CERTIFICATE FOR
RESOLUTION FIXING CERTAIN BUILDING USE FEES
AT TEXAS TECH UNIVERSITY

THE STATE OF TEXAS
COUNTY OF LUBBOCK
TEXAS TECH UNIVERSITY

:
:
:

We, the undersigned officers of the Board of Regents of Texas Tech University, hereby certify as follows:

1. The Board of Regents of Texas Tech University convened in REGULAR MEETING ON THE 16th DAY OF NOVEMBER, 1984, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Freda Pierce, Secretary
John Birdwell
J. Fred Bucy
Jerry Ford
Rex Fuller
Nathan C. Galloway, M.D.

Joe Pevehouse, Chairman
Anne W. Sowell, Vice Chairman
Larry D. Johnson
Wesley W. Masters

and all of said persons were present, except the following absentees: J. Fred Bucy and Anne W. Sowell, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION FIXING CERTAIN BUILDING USE FEES
AT TEXAS TECH UNIVERSITY

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for

such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 16th day of November, 1984.

Secretary

Chairman

(SEAL)

RESOLUTION
FIXING CERTAIN BUILDING USE FEES
AT TEXAS TECH UNIVERSITY

THE STATE OF TEXAS :
COUNTY OF LUBBOCK :
TEXAS TECH UNIVERSITY :

WHEREAS, pursuant to Sections 55.16 and 55.17 of the Texas Education Code, it is necessary that the Board of Regents fix and collect certain Building Use Fees at Texas Tech University.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY:

That commencing with the regular fall semester in September of 1984, the aggregate Building Use Fees at Texas Tech University have been fixed, and are hereby confirmed, and have been and shall be collected, in the aggregate amount of \$6.00 per student per semester credit hour, and such fees have been and are hereby fixed, confirmed, and allocated as to purpose as follows:

(a) That commencing with the regular fall semester in September, 1984, the Building Use Fee for the use and availability of Doak Hall and West Hall was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$0.19 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

(b) That commencing with the regular fall semester in September, 1984, the Building Use Fee for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$2.64 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

(c) That commencing with the regular fall semester in September, 1984, the Athletic Use Fee for the use and availability of athletic facilities was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University in the amount of \$0.30 per semester credit hour registered, at each of the fall and spring semesters, and at each term of each summer session.

(d) That commencing with the regular fall semester in September, 1984, the Student General Fee for the general use and availability of Texas Tech University was and is hereby fixed, confirmed, has been and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$2.87 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

- (1) For approval and payment of all accounts covering expenditures for State appropriated funds and all other University controlled funds, effective November 16, 1984, to continue until such time as she is separated from the University or assigned other responsibilities:

Jerry Daniels, Accountant.

- (2) To commission as peace officers, the following persons, effective the dates indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971:

Larry Williams

October 22, 1984.

RATIFICATION OF OIL,
GAS AND MINERAL LEASE

THE STATE OF TEXAS §

COUNTY OF STONEWALL §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mina M. Lamb (Life Tenant) did execute a certain Oil, Gas and Mineral Lease dated May 27, 1981, from Emma Hamel Randolph, Mary Hamel Koons, Louise Hamel McClaim, Margaret Hamel Hilscher and Life Tenant, as Lessors, to Jordan & McCollum, Inc., as Lessees, said lease being recorded in Volume 294, Page 184, of the Deed Records of Stonewall County, Texas, reference being hereby made to said lease and the record thereof for a complete description of the land covered thereby (the "Subject Land") and for all other purposes; and

WHEREAS, Life Tenant was, at the time of the execution of said lease, and is as of the date hereof, the owner of a life estate in and to a certain undivided interest in the Subject Land, which estate was devised to Life Tenant under the Last Will and Testament of Ilse Wolf, Deceased (The "Wolf Will"); and

WHEREAS, Texas Tech University (the "University") is the owner of the remainder interest in and to the aforementioned undivided interest, which interest was devised to the University under the Wolf Will, pursuant to a compromise settlement agreement entered into by Texas Tech University and Mina Lamb in the construction of said Wolf Will; and

WHEREAS, said lease is presently owned by those listed on the attached Exhibit "A", (collectively the "Lessees"); and

WHEREAS, the University desires to ratify said lease and Life Tenant and the University desire to clarify the terms and provisions contained therein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to Section 109.48 of the Texas Education Code, the University does

hereby ratify, confirm, and adopt said lease and does hereby let, lease and demise the Subject Land to Lessee subject to and in accordance with the terms of said lease as clarified hereby.

Said lease is hereby clarified and amended as follows: Life Tenant and the University agree that all royalty and shut-in royalties shall be payable to Life Tenant for so long as she shall live and all principal shall be paid to the University upon the death of the Life Tenant. All interest earned on said royalties during the life of Life Tenant shall belong to the Life Tenant. All delay rentals and damages to the surface estate or payments made with respect thereto or consideration for the release therefrom shall be made payable to the Life Tenant and the University shall have no remainder interest in any such delay rentals or surface damages so paid.

All parties signing this agreement, including those mineral owners signing their names on the attached Exhibit "A", ratify the act of Mina Lamb in signing said lease as Independent Executrix of the Estate of Ilse Wolf, Deceased, and no claim shall henceforth ever be made concerning the validity of this lease by any of the undersigned (their respective heirs, successors or assigns).

This instrument may be executed in multiple counterpart originals, each of which, when executed by all of the undersigned, shall be deemed to be an original and fully effective.

TEXAS TECH UNIVERSITY (the "University")

By: /s/ Joe Pevehouse
Chairman, Board of Regents

MINA M. LAMB ("Life Tenant")

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Texas Tech University, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1984.

Notary Public in and for
the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared MINA M. LAMB, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1984.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Completion Dates

- a. To record November 14, 1984, as the completion date for the modifications of the heating, ventilation and air conditioning systems in the Mathematics Building. (Energy Conservation Project)
- b. To record October 24, 1984, as the completion date for the replacement of the air washer units in the kitchen of Bledsoe/Gordon Residence Halls.
- c. To record October 16, 1984, as the completion date for the replacement of the Aquatic Center roof.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration,
Teaching, and Non-Classified Positions
1. September through October, 1984

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Arnold, Marion Professor	Petroleum Engineering	9-1-84/5-31-85
Bayola-Muellar, Lourdes Visiting Assistant Professor	Biological Sciences	9-1-84/5-31-85
Chow, King W. Visiting Assistant Professor	Political Science	9-1-84/5-31-85
Doohan, Mary E. Assistant Professor	Biological Sciences	9-1-84/5-31-85
Hall, Ralph G. Visiting Associate Professor	Classical and Romance Languages	9-1-84/5-31-85
Hartman, Robert Lyle Visiting Assistant Professor	Mathematics	9-1-84/5-31-85
Hofsommer, Donovan L. Assistant Professor	History	9-1-84/1-15-85
Hoyt, Jeffrey W. Assistant Professor	History	9-1-84/1-15-85
Hughes, John C. Visiting Assistant Professor	Business Administration	9-1-84/5-31-85
Martin, Clyde F. Professor	Mathematics	9-1-85/5-31-86
McClendon, Wendell E. Visiting Assistant Professor	Classical and Romance Languages	9-1-84/5-31-85
Robbins, Reba Laura Visiting Assistant Professor	Biological Sciences	9-1-84/5-31-85
Ruiz-Muellar, L. Fernando Visiting Assistant Professor	Economics	9-1-84/5-31-85
Williams, Robert Visiting Assistant Professor	Biological Sciences	9-1-84/5-31-85

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
2. September through October, 1984

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
*Alexander, Beatrice W. Associate Professor	Classical and Romance Languages	8-31-84
Buchholz, David P. Assistant Professor	Mass Communications	5-31-85
Burnett, John J. Associate Professor	Business Administration	7-15-84
Cain, William G. Professor	Business Administration	6-1-84
Chamberlain, Valerie Professor	Home Economics Education	1-15-85
Harper, James W. Associate Professor	History	8-31-84
Hurt, N. Jane Assistant Professor	Architecture	9-1-84
Lee, G. Fred Professor	Civil Engineering	8-31-84
Nelson, Harold G. Assistant Professor	Architecture	9-1-84
Poffenbarger, Gary Assistant Professor	English	5-31-85
*Reed, Robert Assistant Professor	Plant and Soil Science	7-15-84
Reiner, Jacqueline Assistant Professor	History	8-31-84
**Williams, Willard F. Horn Professor	Agricultural Economics	10-1-84

*Retired

**Deceased

TEXAS TECH UNIVERSITY

Budget Adjustments of \$100,000 or More for
Supplemental Awards or Renewals of Research
and Other Sponsored Projects

3. August 1, 1984 through September 30, 1984

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
Crosbyton Solar Power Project - Mirror Purchase - Phase II	\$ 135,000	Department of Energy
Space - Variant Optical Systems	150,000	Air Force Office of Scientific Research
Lightning Sensors and Data Interpretation	100,000	National Aeronautics and Space Administration
Ecology & Adaptation of the Red Imported Fire Ant - West Texas	112,000	Texas Department of Agriculture
TOTAL	<u>\$ 497,000</u>	

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1984

Board Minutes
November 16, 1984
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4.

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

	This Year Quarters I, II, III, & IV	Last Year Quarters I, II, III, & IV
a) Commercial Airfare	\$ 1,135,570.83	\$ 965,002.53
b) Personal Auto Mileage	191,413.83	188,970.47
c) Automobile Rental	129,794.51	111,051.51
d) Per diem (In-State)	384,922.13	391,683.89
e) Meals and Lodging (Out-of-State)	418,203.18	336,411.00
f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	1,045,176.29	1,054,874.40
	<hr/>	<hr/>
Totals	<u>\$ 3,305,080.77</u>	<u>\$ 3,047,993.80</u>

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

Purpose	Percent of Total Travel Cost			
	In-State	Out-of- State	Out-of- Country	Total
a) To present an original research paper	.92	4.47	5.76	11.15
b) Required for research project	1.76	1.13	1.56	4.45
c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	19.26	35.71	4.97	59.94
d) To perform official business and duties	15.20	7.19	.24	22.63
e) Multi-purpose meeting/ paper	.46	1.12	.25	1.83
	<hr/>	<hr/>	<hr/>	<hr/>
Totals	<u>37.60</u>	<u>49.62</u>	<u>12.78</u>	<u>100.00</u>

III. Cities traveled to and number of trips (6567) for the purposes shown in Section II and for Quarters I, II, III, and IV.

- a) In-State : Amarillo (223), Austin (581), Corpus Christi (64), Dallas/Fort Worth (996), El Paso (120), Houston (438), Midland/Odessa (141), San Antonio (264), West Texas area (516), Others (749).
- b) Out-of-State : Albuquerque (142), Chicago (67), Los Angeles (143), New Orleans (98), New York (75), San Francisco (89), Washington, D.C. (152), Others (1525).
- c) Out-of-Country : Balboa, Panama (1); Zurich, Switzerland (2); Montreal, Canada (10); Sydney, Australia (2); Winnipeg, Canada (1); Toronto, Canada (20); Harbour, Canada (1); Frankfurt, W. Germany (7); Vancouver, Canada (5); Puebla, Mexico (1); Dartmstadt, Germany (1); Pisa, Italy (1); Gilssen, Germany (1); Bonn, Germany (1); Beijing, China (5); Montiboa, Canada (1); Bangkok, Thailand (2); Wroclaw, Poland (2); London, England (12); Tampere, Finland (1); Orunaw, Austria (2); Masstricht, The Netherlands (2); Mexico City, Mexico (1); Tokyo, Japan (3); Southampton, England (3); Beograd, Yugoslavia (1); Athens, Greece (2); Lima, Peru (13); Guanajuato, Mexico (1); Paris, France (5); Chihuahua, Mexico (6); Guatemala City, Guatemala (12); Marburg, W. Germany (2); Oberuoluch, Germany (1); San Juan, Puerto Rico (1); Bristol, England (1); Amsterdam, The Netherlands (1); Brussels, Belgium (2); Dakar, W. Africa (3); Monterrey, Mexico (4); Seymour Island, Antarctic (2); Amman, Jordan (1); Haifa, Israel (1); Edmonton, Canada (1); Les Cedres, P.Q. Canada (1); Kuala Lumpur, Malaysia (1); Innsbruck, Austria (1); Sonora, Mexico (1); Ontario, Canada (3); Mazatlan, Mexico (1); Mayaguez, Puerto Rico (1); Adelaide, Australia (3); Lugano, Switzerland (3), Oslo, Norway (5); Oberuolfach, W. Germany (1); Hong Kong, B.C.C. (1); Juarez, Mexico (1); Aberdeen, Scotland (1); Rome, Italy (2); Seoul, Korea (1); Munich, W. Germany (1); Quito, Ecuador (1); Salamaria, Spain (1); Interlahen, Switzerland (1); Ottawa, Canada (1); San Miquel de Allende, Mexico (1); Lund, Sweden (1); Alberta, Canada (1); Melbourne, Australia (1).

TEXAS TECH UNIVERSITY

EMPLOYEES PLACED UNDER AN ADMINISTRATIVE
SUPERVISOR RELATED WITHIN A PROHIBITED DEGREE

5. SEPTEMBER 1, 1984 THROUGH SEPTEMBER 30, 1984

<u>Employee</u>	<u>Administrative Supervisor</u>	<u>Prohibited Relationship</u>
Virginia Thompson Associate Professor Architecture	Dudley Thompson Interim Chairperson and Associate Dean Architecture	Spouse

6. O. W. Chisum and Company - Museum, Humidity Control
a. The following Contract No. 570 with O. W. Chisum and Company in the amount of \$135,222 for the modification of the present air conditioning system to achieve humidity control, is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of August 3, 1984, Item M198.

CONSTRUCTION SERVICES

Contract No. 570
Account Number 62-A423-200000

AGREEMENT

THIS AGREEMENT made this 17th day of August, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and O. W. Chisum & Co., 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 Museum - Humidity Control (FP&C #84-06).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Hundred Thirty-Five Thousand Two Hundred Twenty-Two Dollars and no/100

(Written Amount)

\$135,222

(Figures)

Included in the total contract sum is \$40,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 180 consecutive calendar days.

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

ARTICLE 4

PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

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

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

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

CONTRACTOR

O. W. CHISUM & COMPANY

By: /s/ Calvin G. Leverett

- Knox, Gailey & Meador, Inc. - Industrial Engineering Building Renovation
6. b. The following Contract No. 579 in the amount of \$1,548,219 for the renovation of the Industrial Engineering Building is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of September 28, 1984, Item M20.

CONSTRUCTION SERVICES

Contract No. 579
Account Number 0202-42-1116

AGREEMENT

THIS AGREEMENT made this 8th day of October, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

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

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Industrial Engineering Renovation Including Alternates 1, 2, 3, 5, 6, 7, 8, 10, & 12 (FP & C Job No. 82-29).

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Million Five Hundred Forty Eight Thousand Two Hundred nineteen and 00/100

(Written Amount)

\$1,548,219

(Figures)

Included in the total contract sum is \$850,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 295 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

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

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect & Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

CONTRACTOR

KNOX, GAILLEY AND MEADOR, INC.

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

By: /s/ Don Meador

6. Panhandle Construction Co. - Agricultural Field Laboratories - Lubbock County
c. The following contract No. 581 with Panhandle Construction Company in the amount of \$246,900 for sewer improvements and site drainage is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of September 28, 1984, Item M19.

CONSTRUCTION SERVICES

Contract No. 581
Account Number 3701-42-1163

AGREEMENT

THIS AGREEMENT made this 8th day of October, in the year Nineteen Hundred Eighty Four

BY AND BETWEEN

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

The owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for New Deal Farm Facility Sewer Improvements including Items 1-15 inclusive (FP&C No. 81-75)

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Forty Six Thousand Nine Hundred Dollars and no/100

(Written Amount)

\$246,900

(Figures)

Included in the total contract sum is \$170,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 210 consecutive calendar days.

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

ARTICLE 4

PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

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

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER

TEXAS TECH UNIVERSITY

CONTRACTOR

PANHANDLE CONSTRUCTION CO.

BY: /s/ Lauro F. Cavazos

Lauro F. Cavazos
President

By: /s/ David H. Hampton

TEXAS TECH UNIVERSITY
Office of Development
September 1984
Gifts and Grants

7. a.

SUMMARY

	<u>September 1983</u>	<u>YTD FY '83</u>	<u>September 1984</u>	<u>YTD FY '84</u>
Texas Tech University	2,395,160.64	2,395,160.64	157,748.75	157,748.75
Texas Tech University Foundation	201,971.99	201,971.99	190,468.77	190,468.77
TOTAL:	\$2,597,132.63	\$2,597,132.63	\$348,217.52	\$348,217.52