

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS
MINUTES OF BOARD OF REGENTS MEETINGS
1982 - 1983
VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
January 14, 1983

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

Minutes

Board of Regents Meeting
January 14, 1983

M70. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session on Friday, January 14, 1983, at 8:30 a.m. in the Board suite on campus. The following Regents were present: Mr. Joe Pevehouse, Chairman, Mr. John E. Birdwell, Mr. Clint Formby, Mr. Rex Fuller, Mr. Roy K. Furr, Dr. Nathan C. Galloway, and Mr. James L. Snyder. Regents J. Fred Bucy and Anne W. Sowell were absent. University officials and staff present were: Dr. Lauro F. Cavazos, President, Dr. John R. Darling, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Eugene E. Payne, Vice President, Mr. Richard Perez, Assistant to Vice President, Office of Vice President for Finance and Administration; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Marilyn Phelan, General Counsel; Dr. John R. Bradford, Vice President for Development; Dr. Sam Richards, Vice President, Health Sciences Center; Mr. Mike Sanders, Assistant Director, Office of Public Affairs; Mr. Robert L. Bray, Director, Office of Planning; Mrs. Bea Zeeck, Director, News and Publications; Mrs. Freda Pierce, Secretary of the Board; Mr. Walter A. Brown, Director, Office of Facility Planning and Construction; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs, Health Sciences Center; Dr. Jack L. Baier, Assistant Vice President for Student Affairs and Dean of Students; Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Mr. Clyde H. Westbrook, Assistant Vice President for Budget and Financial Services; Dr. J. Ted Hartman, Dean of the School of Medicine; Mr. John M. Carroll, System Analyst, Systems and Procedures; and Ms. Peggy Nodurft, Director, Health Sciences Center News and Publication.

Others present were: Mr. Robin Fred, University Daily; Mr. Pat Graves, Lubbock Avalanche-Journal; Ms. Pam Baird and Mr. Phil Pawlik, KAMC-TV; Ms. Veronica Melgar and Mr. Cedric Francois, KCBD-TV; and Mr. Ken Robertson, KLBK-TV.

M71. Chairman Pevehouse called the meeting to order and read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly 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 10:35 a.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center.

M72. Upon motion made by Mr. Fuller, seconded by Mr. Birdwell, the Minutes of the meeting of October 30, 1982, were approved.

M73. Mr. Birdwell reported for the Academic and Student Affairs Committee. Upon motion made by Mr. Birdwell, seconded by Mr. Snyder, the Board approved the Faculty Workload report and the Small Class Report which are filed in the Board Secretary's office, and Leaves of Absence as attached; Attachment No. M1.

M74. Mr. Birdwell commented that Academic Achievement Reports and Planning Statements from the Library and College of Business Administration were heard and reviewed the day before the Board meeting, and each was an excellent report.

M75. Dr. Galloway reported for the Finance Committee. The following seven items (M76 through M82) constitute action taken upon committee recommendation.

M76. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the budget adjustments for the period September 1, 1982, to October 31, 1982, as attached; Attachment No. M2.

M77. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the elimination of the ratification procedure for the awarding of a Cash Investment Depository Agreement to a designated bank which has been approved by the Board of Regents as an investment depository.

M78. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was approved: RESOLVED, that the attached Traffic and Parking Rules and Regulations for Texas Tech University for the 1983-84 fiscal year be approved; Attachment No. M3.

M79. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the assessment and collection of a mandatory Student Service Fee of \$4.85 per semester credit hour but not to exceed \$58.00 per semester from students who take credit courses at the Junction Center beginning May 1, 1983.

M80. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the advertising and taking of bids for the sale of surplus potable water from the Sixth Street well and authorizes the President and Chief Executive Officer of the University, with the approval of the Chairman of the Finance Committee, to execute a contract with the successful bidder.

M81. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached recommended changes to Board Policies 01-06-10.021, Compulsory Student Services Fees; 01-06-10.051, Student Use Fee; and 01-06-10.061, University Center Fee; Attachment No. M4.

M82. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following administrative actions were approved: Authorization of Fund Transfers, Attachment No. M5; Awarding of Cash Investment Contract, Attachment No. M6; Delegation of Authority, Attachment No. M7; Thornton Estate Lease to Charles W. Nowlin, Attachment No. M8; Thornton Estate Lease to Excelsior Oil Corporation, Attachment No. M9; Commissioning of Peace Officers, Attachment No. M10. A Summary Investments Report was submitted for information, Attachment No. M11.

M83. Mr. Birdwell reported for the Campus and Building Committee. The following twelve items (M84 through M95) constitute action taken upon committee recommendation.

M84. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the project budget of \$640,000 and the schematic design and authorization is given to proceed with contract documents for the construction of an additional stairwell at the Business Administration Building tower.

M85. 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 contract documents and authority is given to receive bids to install a fire safety system in Coleman Hall, Wiggins Residence Complex, Phase II; further, the President, with the concurrence of the Chairman of the Campus and Building Committee, is authorized to award a contract for the installation.

M86. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President and Chief Executive Officer to retain the firm of Brasher, Goyette and Rapier to provide plans, specifications and supervision for the renovation of the Industrial Engineering Building.

M87. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President and Chief Executive Officer to retain the firm of Trevor Ford & Associates to provide plans, specifications and supervision for the remodeling and completion of the sub-basement in the Art Building.

M88. RESOLVED, that the Board of Regents of Texas Tech University authorizes the President and Chief Executive Officer to retain the firm of Tisdell and Adling to provide plans, specifications and supervision for the alterations for the Computer Center in the basement of the Library.

M89. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President and Chief Executive Officer to retain the firm of Fanning, Fanning and Agnew to provide plans, specifications and supervision for the construction of Campus - South Utilities Tunnel Interconnect.

M90. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of Hussey Manufacturing in the amount of \$197,726 for the installation of telescopic risers and floor seating in the Coliseum is accepted by the Board of Regents of Texas Tech University and the President and Chief Executive Officer is authorized to duly execute a contract.

M91. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to develop plans and specifications for the construction of a parking lot for the residence halls and the project budget is established at \$97,500.

M92. Upon motion made by Mr. Birdwell, seconded by Mr. Formby, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the schematic design and authority is given to proceed with contract documents for the renovation of the bathrooms in Murdough Residence Hall, Phase I. FURTHER RESOLVED, that the Board of Regents authorizes the receipt of bids.

M93. 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 schematic design and authority is given to proceed with contract documents and to receive bids for the addition to the athletic offices at Jones Stadium. FURTHER RESOLVED, that the Board of Regents authorizes the President with the concurrence of the Chairman of the Campus and Building Committee to award a construction contract.

M94. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to develop plans and specifications for a commuter parking lot west of Indiana and north of the Law School, and the project budget is established at \$209,110.

M95. Upon motion made by Mr. Birdwell, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies administrative actions to record October 22, 1982, as the completion date for the renovation of Doak Hall for housing.

M96. Mr. Fuller reported for the Public Affairs, Development and University Relations Committee. The two following items (M97 and M98) constitute action taken upon committee recommendation.

M97. Upon motion made by Mr. Fuller, seconded by Mr. Birdwell, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached recommended change to Paragraph 2 of Board Policy 01-02-20.02; Attachment No. M12.

M98. At the request of Mr. Fuller, Dr. Bradford came forward and gave a very favorable report on gifts and grants received through December 31, 1982.

M99. Dr. Galloway reported for the Committee of the Whole. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the attached recommended change to paragraphs 14(B) 1 and 14(B) 2 of Board Policy 01-01-01.011; Attachment No. M13.

M100. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (January 14, 1983)

- M 1. Leaves of Absences; Item M73.
- M 2. Budget Adjustments for September and October, 1982; Item M76.
- M 3. Traffic and Parking Rules and Regulations for 1983-1984; Item M78.
- M 4. Board Policy Revisions Regarding Fees; Item M81.
- M 5. Ratification of Authorization of Fund Transfers; Item M82.
- M 6. Ratification of Award of Cash Investment Contract; Item M82.
- M 7. Ratification of Delegation of Authority; Item M82.
- M 8. Ratification of Thornton Estate Lease to Charles W. Nowlin; Item M82.
- M 9. Ratification of Thornton Estate Lease to Excelsior Oil Corporation;
Item M82.
- M10. Ratification of Commissioning of Peace Officers; Item M82.
- M11. Summary Investments Reports; Item M82.
- M12. Board Policy Revision Regarding Formulation and Development of Private
Sector Support; Item M97.
- M13. Board Policy Revision Regarding Review of Performance and Salaries of
Designated Officers and Faculty Members; Item M99.

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 January 14, 1983.

(Mrs.) Freda Pierce, Secretary

SEAL

January 14, 1983

Leaves of Absence

Approve leave of absence without pay for Dr. Ruben Berezdivin, Assistant Professor of Philosophy, for the period January 15, 1983, through May 31, 1983. Approval of this leave request will permit him to pursue professional research, and it is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. Meredith McClain, Assistant Professor of Germanic and Slavic Languages, for the period September 1, 1983, through May 31, 1984. The purpose of this leave request is to permit Dr. McClain to further develop research projects already underway, and will be of professional benefit to her and of subsequent benefit to Texas Tech University. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Dr. James T. Smith, Professor and Chairperson in the Department of Petroleum Engineering, for the period September 1, 1983, through July 31, 1984. The purpose of this leave request is to permit him to serve as an engineering and technical training consultant. This experience will be professional benefit to Dr. Smith, and of subsequent benefit to Texas Tech University. Approval of this leave is recommended by Dr. Darling.

Approve extension of leave of absence without pay for Mr. Robert H. Gault, Associate Professor of Petroleum Engineering, for the period January 1, 1983, through May 31, 1983. Approval of this leave will permit him to serve as engineering consultant to the CMI Corporation, and to continue work on an artificial lift system which he designed. Approval of this leave is recommended by Dr. Darling.

Approve leave of absence without pay for Professor Roberto G. Soto in the School of Law for the period September 1, 1983, through May 31, 1984. Approval of this leave will permit him to serve as a visiting professor at the University of Texas Law School in Austin. Approval of this leave is recommended by Dr. Darling.

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (9/01/82-10/31/82)

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
BOARD APPROVAL:					
	<u>E&G APPROPRIATED FUNDS:</u>				
	<u>UNAPPROPRIATED BALANCES</u>				
	Service Departments - Computer Support	\$ 798,000		\$ 798,000	Upgrade computer support capabilities.
	Departmental Operating Expense - Scientific Equipment	\$ 240,000		\$ 240,000	Purchase scientific equipment.
	<u>OTHER</u>				
	Purchased Utilities (12-4500-2/0)			\$ (497,900)	Establish separate budget for special maintenance program.
	System Maintenance (12-4501-2/0)			\$ 497,900	
		\$ 1,038,000	\$ 0	\$ 1,038,000	
	TOTAL, APPROVAL:				
BOARD RATIFICATION:					
	<u>E&G APPROPRIATED FUNDS:</u> None.				
	<u>DESIGNATED FUNDS:</u> None.				
	<u>AUXILIARY FUNDS:</u> None.				
	<u>RESTRICTED FUNDS:</u>				
320442	Head Start Training and Technical Assistance		\$ 742,920	\$ 742,920	Continuation of Health and Human Services grant to support Head Start training and technical assistance.
	SUBTOTAL, RESTRICTED:	\$ 0	\$ 742,920	\$ 742,920	
	TOTAL, RATIFICATION:	\$ 0	\$ 742,920	\$ 742,920	
	GRAND TOTAL	\$ 1,038,000	\$ 742,920	\$ 1,780,920	

Board Minutes
January 14, 1983
Attachment No. M2
Item M76

TRAFFIC AND PARKING RULES AND REGULATIONS

1983 - 1984

I. Introduction

These regulations are established by the University to facilitate the safe and orderly conduct of University 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, streets, 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 parking 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. The University makes every effort to provide protection to vehicles parking on campus, but cannot assume responsibility for any loss.

- B. The person to whom a vehicle is registered with the University maintains non-transferable parking privileges and is responsible for all violations of the parking rules.
- C. Pedestrians will be given the right-of-way at all times.
- D. No person shall drive, cause or permit a vehicle to be driven on the campus of Texas Tech University or Texas Tech University 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 unlawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed specified is not reasonable and prudent and that it is unlawful.
 - 3. Ten miles per hour on any parking lot on the campus.
- E. The campus is defined as all lands owned by the University within the City of Lubbock, Texas. This area is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech University parking permit will be issued a campus citation which may be changed, at the discretion of the University, to a Court Appearance citation.
- F. These regulations apply to all persons who operate vehicles on campus.
- G. The Chief of Police and the Traffic and Parking Coordinator 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 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 Code of Student Affairs 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 shall register their vehicles on or before the date they commence operating a vehicle on campus. Upon termination of employment with the University, an employee's parking privileges shall be cancelled. If the decal(s) is returned to the Office of the Traffic and Parking Coordinator, the refund in effect at the time it is returned will be issued.

- 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, or failing to complete the vehicle registration form, is subject to appropriate disciplinary action and revocation of parking privileges.
- F. Parking permits must be permanently affixed to the front windshield immediately above or adjacent to the Texas Inspection Sticker (lower corner-driver's side). 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.
- G. Replacement permits will be issued when identifiable remnants of the permit or proof of loss or destruction of the permit are provided. A fee of \$1.00 will be charged for each replacement permit.
- H. Faculty and staff who hold reserved parking permits may obtain one duplicate permit at no additional charge. Additional permits will be \$1.00 each. Exceptional circumstances may warrant the issuance of a duplicate permit to a vehicle operated by a person other than the holder of the reserved space. Such an arrangement must be authorized by the Traffic and Parking Coordinator. Duplicate permits do not allow for more than one vehicle to be on campus during the reserved period.
- I. Texas Tech University Health Sciences Center reserved permits will be honored on campus in Visitor and Time Limit spaces. University reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official University business only.

VI. Types of Parking Permits (See Map for Areas)

- A. Reserved space permits are issued to full-time faculty and staff and part-time staff not enrolled as students. Individuals eligible for reserved parking are encouraged to form car pools. Up to six decals will be issued to car pool participants for the same parking space. Parking of vehicles with car pool decals is restricted to the reserved space assigned and only one of the car pool vehicles may be on campus at any given time. Any remaining space after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate the regular faculty and staff requirements. Nine-month parking permits will not be issued to staff members holding twelve-month appointments.

1. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:00 a.m. to 5:30 p.m., Monday through Friday, during the long academic session. During the summer sessions, hours are from 7:00 a.m. to 3:00 p.m., Monday through Friday, on the main campus. The Health Sciences Center hours are from 7:00 a.m. to 5:30 p.m., Monday through Friday, year-round.
 2. In certain designated reserved lots, a limited number of spaces are reserved 24 hours per day, Monday through Friday, for the use of the permit holders of that reserved lot only. Residence Halls staff living in the residence halls will be provided parking spaces that are reserved 24 hours daily.
 3. Access to the campus during the hours that parking spaces are reserved is restricted to vehicles with reserved space parking permits.
- B. Reserved area permits are issued for either of two locations: The Physical Plant (R-18) or the Health Sciences Center (MS-). R-18 permits will be issued to faculty, staff and part-time staff enrolled as students as space is available.
- C. Residence hall permits will be issued to residents for their vehicles only. The permit is valid from 7:00 a.m. to 5:30 p.m., Monday through Friday, for the designated residence hall lot only. Excess residence hall vehicles will be issued commuter permits until the residence hall lot has available space. A student changing residence halls or moving off-campus must exchange his permit at the Traffic and Parking Office.
- D. Commuter permits will also be issued for vehicles belonging to students not residing in on-campus residence halls and to students residing in the residence halls until space becomes available in the residence hall lot.
1. Parking is available in three paved and one unpaved University lots.
 2. When not in use for programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available.
 3. Commuter parking east of Jones Stadium is available at all times except the day of home football games.
 4. Commuter-Carpool permits are available at commuter rates for groups of 3 to 6 students. Carpool permits are valid only for designated commuter-carpool spaces and do not permit either commuter area parking or more than one vehicle on campus at any given time.

- E. Persons with physical disabilities will be issued parking permits to assist them. Sufficient documentation of disability must be provided the staff of Student Health for review. Limited parking space necessitates restriction of permits to those most seriously handicapped.
 - 1. Persons with disabilities identified as most severe will be provided parking permits to enable them to park in areas designated for the handicapped. These handicapped areas are reserved 24 hours daily.
 - 2. Persons with disabilities identified as less severe will be accommodated with available parking in proximity to their need.
- F. Motorcycle permits will be issued to allow parking of motorcycles or mopeds in designated two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender or shock absorbers.
- G. Temporary permits will be issued for \$1.00 per week for area parking and \$2.00 per week for reserved space parking. Temporary permits are not refundable.
- H. Summer school permits will be issued to students attending one or both sessions. Students may utilize residence hall parking not in use during summer sessions; however, time limit and reserved areas continue to be enforced.
- I. Students bringing a new vehicle on campus on a weekend are to report to the University Police. A temporary permit valid from 5:00 p.m., Sunday, until 5:00 p.m., Monday, will be issued. This permit will allow students sufficient time to register their new vehicle in accordance with these regulations.
- J. Inoperable vehicles are to be reported to the University Police. Operators should identify their problem and follow the instructions given by the University Police.

VII. 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 campus during the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays. Visitor passes may be obtained at any entry station.
 - 1. A visitor is defined as an individual with no official connection with Texas Tech University as a student, faculty or staff member.
 - 2. Visitors parked in areas not designated for visitor parking are subject to receiving a campus citation and being towed and impounded at the owner's expense.

- B. Time limit parking areas are designated as such and are enforced from 7:00 a.m. to 5:30 p.m., Monday through Friday, unless otherwise posted.

VIII. 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 the Bookstore. Parking is limited to 30 minutes.

IX. 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 Municipal Court, 10th Street and Avenue J, Lubbock, Texas, for failing to comply with the Official Texas Motor Vehicles Law Booklet.
- B. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles.
- C. Bicycles should be parked in racks whenever available. Use of shrubs, trees or any architectural structures to secure bicycles may result in said bicycles being impounded by the University Police Department at the owner's expense.
- D. Bicycles abandoned and impounded will be charged a storage fee of \$1.00 per week commencing 72 hours after impoundment. The maximum storage fee to be charged is \$3.00 per month.
- E. No person shall operate a bicycle upon a sidewalk or sidewalk area.

X. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs or other types of barriers.
- 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 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.
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. Other parking violations as defined on the face of the citation.

D. 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 Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
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 designed 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.

XI. Resolving Citations

- A. Citations for other than handicapped parking violations may be resolved in one of the following ways:
 1. Pay a \$7.00 service fee for each citation. If payment is made within ten calendar days, the fee will be \$5.00.
 2. Voluntarily surrender a valid parking permit to the Traffic and Parking Office and request to lose all privileges of parking on campus for a period of 30 days for each citation. Upon completion of the surrender period, the permit will be replaced for a \$1.00 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 Office of the Traffic and Parking Coordinator.

- B. Citations for illegally parking in a handicapped parking space may be resolved as follows:
 - 1. Pay a \$25.00 service fee for each citation. If payment is not made within ten calendar days, the fee will be \$30.00.
 - 2. Voluntary surrender of a valid parking permit cannot be used to resolve the citation.
 - 3. Appeal the citation within ten calendar days of the alleged violation to the Office of the Traffic and Parking Coordinator.
- C. The Vice President for Finance and Administration shall provide an equitable and efficient appeals process through the establishment of the Parking Violations Appeals Committee. Written appeals will be provided to the Appeals Committee by the Traffic and Parking Coordinator when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of 20 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 Traffic and Parking Coordinator's Office will be overdue. Overdue citation(s) will subject the permit holder's vehicle(s) to towing and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration or other services at Texas Tech University. Parking and other restricted services will be restored when all overdue citations have been resolved.
- 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. Overdue citations may be changed to Court Appearance citations at the discretion of the University. Upon issuance of the Court Appearance citation, the University citation will be cancelled. Such Court Appearance citations will be processed in the appropriate court of record as provided by law.
- G. Six valid violations of the Traffic and Parking Rules and Regulations within the academic year will 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 Rules and 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 Traffic and Parking Office.

XII. Towing and/or Impounding Vehicles

- A. The following violations may subject a vehicle to towing and/or impounding:
1. Illegally parking in a reserved space.
 2. Obstructing a street or access road to any building or parking lot.
 3. Parking on the turf, sidewalk or non-designated parking areas.
 4. Parking in a designated handicap zone without a handicap parking permit.
 5. Abandoning vehicles on the University campus.
 6. Parking in violation of the Traffic and Parking Rules and Regulations.
 7. Parking permit on vehicle other than authorized.
 8. Parking overtime in a time limit zone.
 9. Overdue citation(s).
 10. Parking without a valid permit.
 11. Parking on campus while parking privileges are suspended.
- B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact the University Police for release. The tow fee does not include the citation reinstatement fee.
1. The normal towing fee is \$20.00, in addition to the citation(s) cost. Some towing fees may be higher, depending on the vehicle towed and the towing service used.
 2. Vehicles towed and impounded will be charged storage at the rate of \$0.50 per day commencing 72 hours after impoundment. The maximum storage fee to be charged is \$15.00 per month.
- C. If the owner or driver of a vehicle to be towed arrives before the tow truck, the vehicle will not be towed. If the owner or driver arrives after the tow truck, and the tow truck driver has made the hook-up, the vehicle will not be towed but the driver is expected to pay the tow truck driver a fee of \$10.00 in lieu of towing.
- D. If a motor vehicle or bicycle is parked on University property and is not moved for a period of 30 days, the University may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the same manner as such vehicles are disposed of by the City of Lubbock, Texas.
- E. Vehicles illegally parked in reserved parking spaces will be ticketed but not towed during Registration.

XIII. PARKING FEES AND REFUNDS
1983-84

	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Residence Halls		Commuter		Two Wheeler	
Rates	12 Months		9 Months		12 Months		9 Months		9 Months		9 Months	
Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sept. 30	\$48.00	\$42.00	\$36.00	\$30.00	\$21.00	\$17.25	\$24.00	\$19.35	\$21.00	\$16.65	\$ 6.00	\$ 4.35
Oct. 31	44.00	38.00	32.00	26.00	19.25	15.50	21.35	16.70	18.65	14.30	5.30	3.65
Nov. 30	40.00	34.00	28.00	22.00	17.50	13.75	18.70	14.05	16.30	11.95	4.60	2.95
Dec. 31	36.00	30.00	24.00	18.00	15.75	12.00	16.05	11.40	13.95	9.60	3.90	2.25
Jan. 31	32.00	26.00	20.00	14.00	14.00	10.25	13.40	8.75	11.60	7.25	3.20	1.55
Feb. 28	28.00	22.00	16.00	10.00	12.25	8.50	10.75	6.10	9.25	4.90	2.50	.85
March 31	24.00	18.00	12.00	6.00	10.50	6.75	8.10	3.45	6.90	2.55	1.80	.15
April 30	20.00	14.00	8.00	2.00	8.75	5.00	5.45	.80	4.55	.20	1.10	-0-
May 31	16.00	10.00	4.00	-0-	7.00	3.25	2.80	-0-	2.20	-0-	.40	-0-
June 30	12.00	6.00	----	----	5.25	1.50	----	----	----	----	----	----
July 31	8.00	2.00	----	----	3.50	-0-	----	----	----	----	----	----
August 31	4.00	-0-	----	----	1.75	-0-	----	----	----	----	----	----

Summer School Sessions

July 14	\$ 8.00	\$ 4.00	\$ 8.00	\$ 4.00	\$ 2.00	\$ 1.00
July 31	4.00	2.00	4.00	2.00	1.00	.50
August 25	2.00	-0-	2.00	-0-	.50	-0-

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.

Board Minutes
January 14, 1983
Attach. No. M3, pg. 1
Item M78

XIV. University Police Department

- A. University Police Officers are duly commissioned peace officers of the State of Texas. Upon request of an officer of the University Police Department, 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 the University 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.

(THESE TRAFFIC AND PARKING RULES AND REGULATIONS ARE SUBJECT TO REVISION.)

Recommended Change to Board Policy 01-06-10.021, Compulsory Student Services Fees

Add a new subsection (5) to section (1) (B) to read as follows:

- (5) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.

Recommended Change to Board Policy 01-06-10.051, Student Use Fee

Add a new subsection (D) to Section (2) to read as follows:

- (D) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.

Recommended Change to Board Policy 01-06-10.061, University Center Fee

Add a new subsection (F) to section (2) to read as follows:

- (F) Students who, on or before the twelfth (12th) class day of the applicable fall or spring semester, or fourth (4th) class day of a summer term, who are members of a military unit, and who are assigned to duty at Texas Tech University as members of a ROTC Detachment and who have been recognized by Texas Tech University as full-time resident faculty or staff members, effective on or after January 14, 1983.

Board Minutes
January 14, 1983
Attachment No. M5
Item M82

To authorize transfers, by wire or other means, of funds between University depositories: Employee who may authorize, Robert J. Hall, Cash Manager, effective January 14, 1983, and continuing until such time as he is separated from the Institution or is assigned another responsibility not in the area of Finance and Administration.

Board Minutes
January 14, 1983
Attachment No. M6
Item M82

Approval of the awarding of a Cash Investment Contract to Yoakum County State Bank, Denver City, Texas and South Plains National Bank, Levelland, Texas; and authorizes the President and Chief Executive Office of Texas Tech University to contract with these banks for the period beginning October 30, 1982, and extending for an indefinite period of time with termination of the contract at the option of either the University or the Banks or by mutual consent of both parties.

Board Minutes
January 14, 1983
Attachment No. M7
Item M82

Delegates authority for approval and payment of all accounts covering expenditures from State-appropriated funds and all other University-controlled funds, to Linda Green, Accountant I, effective January 14, 1983, and to continue until such time as she is separated from the University or assigned other responsibilities.

Approval of Jessie W. Thornton Estate oil and gas lease to Charles W. Nowlin, Lessee, on our 1/5 of 1/4 oil and gas interest in 166 acres which are from the H. D. Mason Survey No. A-693 located in Cass County, Texas. The total mineral acres owned by Texas Tech University are 8.3 acres. Terms of the lease provide for 1/4 royalty, \$75.00 per mineral acre bonus, \$5.00 per year per mineral acre delay rental beginning the second year of the lease, and a primary term of three (3) years. This lease covers oil and gas only. Authorization is given for the President and Chief Executive Officer to sign the lease.

Board Minutes
January 14, 1983
Attachment No. M9
Item M82

Approval of Jessie W. Thornton Estate oil and gas lease to Excelsior Oil Corporation, Lessee, on our 70% of 80% of 1/8 oil and gas interest in 50 acres (two tracts) which are from the D. Sanchez Survey No. A-186 located in Gregg County, Texas. The total mineral acres owned by Texas Tech University are 3.5928 acres. These two tracts are a part of a 100.6-acre Royalty Pooling Agreement executed in 1931. The agreement is still in effect. The University owns an undivided .0357137 mineral interest in the Royalty Pooling Agreement. Terms of the lease provide for 1/4 royalty, \$5.00 per year per mineral acre delay rental beginning with the second year of the lease, and a primary term of three (3) years. No bonus consideration is offered. This lease covers oil and gas only. Authorization is given for the President and Chief Executive Officer to sign the lease.

Board Minutes
January 14, 1983
Attachment No. M10
Item M82

Commission as Peace Officers the following persons, effective the date indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971:

Randy Scott Nelson	November 11, 1982.
Stanley S. Bloodworth	November 11, 1982
Kenneth Lee Ketron	December 8, 1982.

TEXAS TECH UNIVERSITY/TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
SUMMARY INVESTMENTS REPORT
FISCAL YEAR ENDED AUGUST 31, 1982

	Book Value 09/01/81	Increases	Decreases	Book Value 08/31/82	Earnings 09/01/81 thru 08/31/82
TIME DEPOSITS AND CERTIFICATES OF DEPOSIT:	\$	\$	\$	\$	\$
General Pool	49,591,076.71	131,542,493.90	120,728,817.84	60,404,752.77	8,108,813.15
Athletic Revenue Fund	3,589,351.66	6,934,322.85	6,661,360.37	3,862,314.14	549,271.73
Housing and Dining System Revenue Fund	1,317,134.39	30,095,064.48	29,550,225.13	1,861,973.74	369,849.75
Renewals and Replacements and Retirement of Indebtedness	3,052,437.24	22,948,094.14	19,929,572.03	6,070,959.35	1,000,813.44
Total	<u>57,550,000.00</u>	<u>191,519,975.37</u>	<u>176,869,975.37</u>	<u>72,200,000.00</u>	<u>10,028,748.07</u>
PREFERRED STOCKS:					
Loan Funds	<u>10,200.00</u>	<u>-0-</u>	<u>-0-</u>	<u>10,200.00</u>	<u>456.00</u>
COMMON STOCKS:					
Current Restricted Funds	2,452.50	502.50	502.50	2,452.50	143.40
Loan Funds	993.75			993.75	56.25
Endowment Funds	1,673,934.67	24,312.50		1,698,247.17	176,272.93
Total	<u>1,677,380.92</u>	<u>24,815.00</u>	<u>502.50</u>	<u>1,701,693.42</u>	<u>176,472.58</u>

Board Minutes
January 14, 1983
Attachment No. M11
Item M82

	<u>Book Value 09/01/81</u>	<u>Increases</u>	<u>Decreases</u>	<u>Book Value 08/31/82</u>	<u>Earnings 09/01/82 thru 08/31/82</u>
UNITED STATES TREASURY BONDS:					
Current Restricted Funds	<u>801.20</u>	<u>-0-</u>	<u>-0-</u>	<u>801.20</u>	<u>32.50</u>
UNITED STATES TREASURY BILLS:					
General Pool	530,401.21	14,176,243.80	4,260,803.43	10,445,841.58	630,427.16
Renewals and Replacements and Retirement of Indebtedness	<u>9,158,816.34</u>	<u>1,845,751.11</u>	<u>9,158,816.34</u>	<u>1,845,751.11</u>	<u>896,256.76</u>
Total	<u>9,689,217.55</u>	<u>16,021,994.91</u>	<u>13,419,619.77</u>	<u>12,291,592.69</u>	<u>1,526,683.92</u>
MINERAL INTERESTS:					
Current Restricted Funds	<u>748,103.00</u>	<u>-0-</u>	<u>-0-</u>	<u>748,103.00</u>	<u>910,341.16</u>
REPURCHASE AGREEMENTS:					
General Pool	<u>-0-</u>	<u>105,000,000.00</u>	<u>104,100,000.00</u>	<u>1,500,000.00</u>	<u>147,570.88</u>
GRAND TOTAL	<u>69,675,702.67</u>	<u>313,166,785.68</u>	<u>294,390,097.64</u>	<u>88,452,390.71</u>	<u>12,790,305.11</u>

Board Minutes
January 14, 1983
Attachment No. M11, pg. 2
Item M82

Recommended Change to Paragraph 2 of Board Policy 01-02-20.02

Authority for the final approval of all programs, activities, and procedures which originate on the campus by any person, group, or organization associated with the University or by any person, group, or organization acting in the name of the University for purposes of raising funds shall reside with the President and may be delegated to the chief development officer.

RECOMMENDED CHANGE OF BOARD POLICY 01-01-01.011

PARAGRAPHS 14(B) 1 and 14(B) 2

(14) ADMINISTRATIVE ORGANIZATION AND PERSONNEL MATTERS

(b) Performance and Salaries.

1. The performance of the President, Vice Presidents, Deans of Colleges or Schools, other selected officers and/or faculty of Texas Tech University will be reviewed annually by the Board of Regents at a meeting during the spring semester.
2. The salary of the President, any supplement thereto, and any emoluments or other benefits to the office shall be determined by the Board of Regents. The salaries of all Vice Presidents, and Deans of Colleges and Schools of Texas Tech University shall be set by the President with the prior review of and advice by the Board of Regents. Other officers and/or faculty members may be included when desired by the Board. These salary actions shall take place at the same meeting, and in conjunction with the performance reviews outlined in paragraph 1, above.

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
October through January, 1983

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Hatami, Roben Assistant Professor	Business Administration - Accounting	1-16-83/5-31-83
Hayes, David K. Associate Professor	Food and Nutrition	1-15-83/5-31-83
Lima, Robert Joseph Assistant Professor	Architecture	9-1-82/5-31-83
Nelson, Harold G. Assistant Professor	Architecture	9-1-82/5-31-83
Schrader, Charles B. Assistant Professor	Business Administration	1-15-83/5-31-83

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
2. October through January, 1983

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Boeuf, Jean-Pierre Assistant Professor	Electrical Engineering	1-16-83
*Burran, James A. Associate Professor	Architecture	9-6-82
**Dale, Charles E. Professor	Business Administration	1-31-83
Isenberg, James A. Assistant Professor	Mathematics	9-1-82
**Stephens, Francis Professor	Art	8-31-83

*Deceased

**Retired

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

September 1982 through November 1982

3. FOR INFORMATION ONLY: EMPLOYMENT AND TERMINATION OF CLASSIFIED PERSONNEL

Description:	<u>Appointment Period</u>		<u>Revisions</u>	<u>Terminations</u>
	<u>9 Months and Over</u>	<u>4½ Months and Under</u>		
1. Clerical & Fiscal Group	80		25	36
2. Equipment Operators	10		1	10
3. Building, Grounds Services	68		21	60
4. Engineering, Trades Technical	15		4	5
5. Personnel Services, Residence Halls & Public Relations	19		11	3
6. Agricultural Services	3		1	1
7. Stores & Purchasing	1		2	1
8. Miscellaneous Group	301		13	18
9. Food Service	<u>10</u>		<u>4</u>	<u>12</u>
Total	507		82	146

- Lubbock Asphalt Products, Lubbock, Texas - Recreational Playfield
4. a. The following Agreement with Lubbock Asphalt Products, Lubbock, Texas, in the amount of \$63,371, for construction of an additional Recreational Playfield is entered for informational purposes. Execution of this Agreement was authorized in the Minutes of the September 17, 1982, meeting, Item M21.

Contract No. 408
Account No. 62-A352-200000

AGREEMENT

THIS AGREEMENT, made this 21st day of September, in the year Nineteen Hundred Eighty Two

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and Lubbock Asphalt Products, Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for construction of Recreation Fields.

ARTICLE 3

The University's Supervisor for the Work will be:
Mr. Dewey Shroyer
Director of Grounds Maintenance

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed within sixty (60) days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$70 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Sixty Three Thousand Three Hundred Seventy One Dollars and no/100
(\$63,371)

ARTICLE 6

FINAL PAYMENT

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

The Contract Documents, which constitute the entire agreement between

the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- Notice to Bidders
- Information to Bidders
- Proposal Form
- General Conditions
- Special Conditions
- Wage Rates
- Details of Construction
- Technical Specifications
- Equal Opportunity Clause
- Revised Quotation Dated 8/20/82

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

ARTICLE 8

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 9

OWNER'S REPRESENTATIVE

The Owner hereby designates the President and Chief Executive Officer of Texas Tech University or the person designated as acting President and Chief Executive Officer 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
LUBBOCK ASPHALT PRODUCTS

Layro F. Cavazos, President
and Chief Executive Officer

By:
Walter V. Jarnagin, President

4. O. W. Chisum and Co., Mechanical Contractors, - HVAC Biology Building
b. The following Agreement with O. W. Chisum and Co., Mechanical Contractors, in the amount of \$413,450 for modification of HVAC systems in the Biology Building is entered for informational purposes. Execution of this Agreement was authorized in the Board Minutes of September 17, 1982, Item M19.

Contract No. 410

Account No. 12-6004-200009

AGREEMENT

THIS AGREEMENT, made this 22nd day of September, in the year Nineteen Hundred Eighty Two

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock, County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and O. W. Chisum and Co., Mechanical Contractors, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a party of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Energy Conserving HVAC Revisions in the Biology Building.

ARTICLE 3

Fanning, Fanning and Agnew, Inc.
Consulting Engineers
2555 74th Street
Lubbock, Texas 79423

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed within 210 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 5

CONTRACT SUM

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

Four Hundred Thirteen Thousand Four Hundred Fifty Dollars
(\$413,450) Including Alternate 1

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer 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 Sub-contractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	No. of Pages
Notice to Bidders	1
Information for Bidders	5

CONTRACT FORMS

Proposal Form for Lump Sum Contract	4
Bid Bond Form	2
Agreement Form	4
Power of Attorney Form	1
Performance Bond Form	3
Payment Bond Form	2
Exemption Certificate	1

CONDITIONS

Uniform General Conditions	22
Supplementary Conditions	17
Minimum Wage Scale	6

Specifications: Division 1, (2 through 8 N/A), 9, (10 N/A), 11, (12 through 14 N/A), 15 & 16

Drawings dated: Mechanical and Electrical Dated 8/16/82
Sheets 1 through 14

Addendum No. 1

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

Included in the total contract sum is \$342,350 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President and Chief Executive Officer of Texas Tech University or the person designated as acting President and Chief Executive Officer 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
O. W. CHISUM & Co., Mechanical
Contractors

Ladro F. Cavazos, President
and Chief Executive Officer

By:

4. O.W. Chisum and Co., Mechanical Contractors, - HVAC Chemistry Building
c. The following Agreement with O. W. Chisum and Co., Mechanical Contractors, in the amount of \$1,045,130 for modification of HVAC systems in the Chemistry Building is entered for informational purposes. Execution of this Agreement was authorized in the Board Minutes of September 17, 1982, Item M20.

Contract No. 411

Account No. 12-6004-200010

AGREEMENT

THIS AGREEMENT, made this 22nd day of September, in the year Nineteen Hundred Eighty Two

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and O. W. Chisum & Co., Mechanical Contractors, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Energy Conserving HVAC Revisions in the Chemistry Building.

ARTICLE 3

Fanning, Fanning and Agnew, Inc.
Consulting Engineers
2555 74th Street
Lubbock, Texas 79423

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed within 210 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 5

CONTRACT SUM

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

One Million Forty-Five Thousand One Hundred Thirty Dollars
(\$1,045,130) Including Alternates 1,2,3,4 and 5

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer 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 Sub-contractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	No. of Pages
Notice to Bidders	1
Information for Bidders	5
Proposal Form for Lump Sum Contract	4
Bid Bond Form	2
Agreement Form	4
Power of Attorney Form	1
Performance Bond Form	3
Payment Bond Form	2
Exemption Certificate	1
Uniform General Conditions	22
Supplementary Conditions	17
Minimum Wage Scale	6

Specifications: Divisions 1, (2 through 8 N/A), 9, (10 N/A), 11, (12 through 14 N/A), 15 & 16

Drawings dated: Mechanical and Electrical Dated 8/16/82
Sheets 1 through 10

Addendum 1 and 2

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

Included in the total contract sum is \$865,830 which represents the cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
O. W. CHISUM & CO., Mechanical
Contractors

Lauro F. Cavazos, President
and Chief Executive Officer

By

5. Commencement Program - December 17, 1982