

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1989 - 1990

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
October 7, 1989

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
October 7, 1989

M1. The Board of Regents of Texas Tech University met in regular session on Saturday, October 7, 1989, at 8:30 a.m. in the Board Suite on campus. The following regents were present: Wm. Gordon McGee, M.D., Vice Chairman, Gen. Richard E. Cavazos, Mr. Rex Fuller, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, Mr. J. L. "Rocky" Johnson, Mr. Wendell Mayes, Jr., and Mr. Alan B. White. Regent Chairman J. Fred Bucy was absent. Officials and staff present were: Dr. Robert W. Lawless, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost, Dr. C. Len Ainsworth, Vice Provost for Academic Affairs, Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies, Dr. Jerry Ramsey, Associate Vice President for Operations, Dr. Virginia Sowell, Associate Vice President, Office of the Executive Vice President and Provost; Mr. Don E. Cosby, Vice President for Fiscal Affairs, Ms. Lisa Bradway, Assistant Vice President of Fiscal Affairs, Mrs. Indu Bilimoria, Executive Assistant to the Vice President, Office of Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Pat Campbell, Vice President and General Counsel; Mr. Mike Sanders, Vice President for Governmental Relations; Dr. Colette Murray, Vice President for Development; Dr. Robert M. Sweazy, Vice Provost for Research Services; Mr. Max Tomlinson, Associate Vice President for Business Affairs and Comptroller; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Larry Tanner, Director, Facility Planning and Construction; Dr. Margaret Simon, Director, Office of News and Publications; Ms. Debra Wood, Director, Internal Audit; Dr. Gene W. Medley, Director, Admissions and Records; Dr. J. R. Goodin, Dean, College of Arts and Sciences; and Mrs. Freda Pierce, Secretary of the Board. Texas Tech University Health Sciences Center: Dr. Bernhard T. Mittemeyer, Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs, Mr. Dudley McCauley, Assistant Vice President for Fiscal Management, Office of Fiscal Affairs; Dr. Kenneth Barker, Vice President for Research and Academic Support; and Dr. Shirley McManigal, Dean, School of Allied Health.

Others present were Dr. Julia Whitsitt, President, Faculty Senate; Mr. James Barlow, Lubbock Avalanche-Journal; Ms. LeAnna Efird, The University Daily; Ms. Jill Johnson and Mr. Wallace Crow, KAMC-TV.

M2. Dr. McGee called the meeting to order and asked Dr. Ewalt to give the invocation. Tracy Hoffman, Editor of the La Ventana, was introduced and presented a complimentary yearbook to each Regent.

M3. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the Minutes of the meeting of August 4, 1989, were approved.

M4. Dr. Lawless gave the President's report as attached, Attachment No. M1.

M5. Mr. Mayes reported for the Academic, Student and Administrative Affairs Committee. The following two items (M6 and M7) constitute action taken upon committee recommendation.

M6. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the attached resolution regarding finding of facts concerning the appointment of Dr. Julian Lawson Biggers to another position of honor, trust or profit, be approved; Attachment No. M2.

M7. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following was approved with General Cavazos abstaining: (a) Commission as peace officers, Scott M. Terry, effective July 3, 1989, and Michael D. Blakney, effective September 8, 1989, in accordance with state law; (b) Leaves of Absence as attached; Attachment No. M3.

M8. Mr. White reported for the Finance Committee. The following four items (M9 through M12) constitute action taken upon committee recommendation.

M9. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period June 1, 1989, to July 31, 1989; Attachment No. M4.

M10. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached revision of Policy 09.01 regarding Texas Public Educational Grants; Attachment No. M5.

M11. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was unanimously approved: RESOLVED, that the Board of Regents approves the adoption of a Replacement Bond Resolution for the Board of Regents of Texas Tech University Combined Fee Revenue Refunding Bonds, Series 1978, Replacement Bond No. 2245 with Coupons attached, and other matters related thereto. The Bond Resolution and related documents are attached; Attachment No. M6.

M12. Upon motion made by Mr. White, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents ratifies administrative action for approval and payment of accounts; Attachment No. M7.

M13. Mr. Gulley reported for the Campus and Building Committee. The following twelve items (M14 through M25) constitute action taken upon committee recommendation.

M14. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the bid of Bailey Boiler Works in the amount of \$379,800 is accepted for construction of the interconnect between Central Heating and Cooling Plant I and the Lubbock Power and Light Cogeneration Facility and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$427,000.

M15. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents authorizes the President to

proceed with planning to reroof the University Center. BE IT FURTHER RESOLVED, that the project budget is established at \$120,000.

M16. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with contract documents and the receipt of bids for the Jones Stadium athletic office expansion, Phase III. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$1,526,000.

M17. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents authorizes Power-Tex Joint Venture to construct a natural gas pipeline as detailed in the attached description. BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents is authorized to execute the agreement; Attachment No. M8.

M18. Upon motion made by Mr. Gulley, seconded by General Cavazos, the following was approved: RESOLVED, that the bid of Row-Wall Electric Company, Inc., in the amount of \$203,000 is accepted to connect boiler auxiliary equipment in Central Heating and Cooling Plant II to the emergency generator and the President is authorized to execute a contract.

M19. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the reroofing of the Central Heating and Cooling Plant II.

M20. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the renovation of the freezer in the Central Foods Facility. BE IT FURTHER RESOLVED, that the project budget is established at \$150,000.

M21. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to award phased construction contracts, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the Housing - University Center food services. BE IT FURTHER RESOLVED, that the project budget is established at \$170,000.

M22. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of Tisdell and Associates, Architects and Engineers, as project architect for the renovation of the serving lines and handicapped access for Wall/Gates Halls dining room. BE IT FURTHER RESOLVED, that the planning budget is established at \$30,000.

M23. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of Fanning, Fanning and Associates, Inc., as project engineers to repair the cooling towers in Central Heating and Cooling Plant I. BE IT FURTHER RESOLVED, that the project budget is established at \$425,000.

M24. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning and to appoint the firm of The White Budd Van Ness Partnership as project architect for the Carpenter/Wells Halls study to assess the current condition of the buildings and evaluate future renovation alternatives. BE IT FURTHER RESOLVED, that the planning budget is established at \$12,000.

M25. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies the administrative actions to record May 17, 1989, as the completion date to replace the boiler controls in Central Heating and Cooling Plant I.

M26. Mr. Johnson reported for the Development and Public Affairs Committee. The following three items (M27 through M29) constitute action taken upon committee recommendation.

M27. Upon motion made by Mr. Johnson, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the gift of the 1988 Chevrolet Corsica LT, donated to the College of Engineering by General Motors Corporation, be accepted by the Texas Tech University Board of Regents.

M28. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents appoints the individuals on the attached list as Directors of the Texas Tech University Foundation; Attachment No. M9.

M29. Mr. Johnson reported that gifts and grants for the year-end total of both institutions were \$15,724,206.15. To include the value of the Texas Instruments Building for the Research Foundation of \$1,300,000 would make a grand total of \$17,024,206.15. Funds raised this fiscal year set an all-time record for Texas Tech. Further, the Office of Development received gifts totaling \$1,158,857.32 for the month of September, 1989, for both institutions.

M30. General Cavazos reported for the Research Committee. Upon motion made by Gen. Cavazos, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the reappointments of Mr. Edward E. Whitacre, Jr., Mr. William George, Mr. Herb Barnard, and Ms. Joan Baker, to the Board of Directors of the Texas Tech Research Foundation.

M31. Dr. McGee called on Dr. Haragan for the report of the Provost. Dr. Haragan introduced Dr. Julia Whitsitt, Assistant Professor of English, who is President of the Faculty Senate this year. Dr. Haragan then made the report as attached; Attachment No. M10.

M32. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (October 7, 1989)

- M 1. President's Report; Item M4.
- M 2. Resolution Regarding Fact Findings of Appointment of Dr. Julian Lawson Biggers to The Texas State Board of Examiners of Professional Counselors; Item M6.
- M 3. Leaves of Absence; Item M7.
- M 4. Budget Adjustments for June 1 to July 31, 1989; Item M9.
- M 5. Revision to Policy 09.01, Texas Public Educational Grants; Item M10.
- M 6. Replacement Bond Resolution, Board of Regents Combination Fee Revenue Refunding Bonds; Item M11.
- M 7. Delegation of Authority to Approve and Pay Accounts from State Appropriated Funds; Item M12.
- M 8. Proposed Gas Line Easement for Pipeline by Power-Tex Joint Venture; Item M17.
- M 9. Directors Appointed to Texas Tech University Foundation; Item M28.
- M10. Provost's Report; Item M31.

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 October 7, 1989.

(Mrs.) Freda Pierce, Secretary

SEAL

October 7, 1989

PRESIDENT'S REPORT

Today marks my 99th day as President. Thus, I suppose it's a little early to attempt to perform the media recap of the first 100 days in office. However, I would like to share with you my thoughts and observations on what has proven to be a very busy 99 days.

In these days I have delivered 77 speeches. These contacts have affirmed my early resolve about the needs of Texas Tech and the criteria for success in the future. You already know that we have a record enrollment this fall and the student profile is better than it has been in a long, long time. We have taken on a basic premise that we are involved in the educational service business, the student is our customer and we have subscribed to a goal at Texas Tech to provide the very best in customer service. We are committed to excellence in all areas of student services.

I'm totally convinced that the only way we can make the moves required to achieve our stated goal as an institution of the first class is to greatly supplement the state funding of the institution. This supplementation takes the form of three major efforts:

1. A significant increase in funding for research, both federally and industry sponsored
2. A major push to build the endowment, and
3. A regular, sustained program of annual giving.

However, just as I'm convinced of the requirements, I'm also enthusiastic and optimistic that we will make great progress. Recent progress has been noted in research and endowment. I will reference two specific examples:

Last week the National Science Foundation announced an award of \$2.7 million for Wind Engineering Research. This grant is for a five-year period.

Also announced by the Army Research Institute was a contract for \$737,000 to the College of Business Administration for studies in transition management (from war time to peace time).

I have continued to stress the need for endowed chairs and professorships for recruiting outstanding faculty and the requirement for endowed scholarships for excellent students. The Presidential Endowed Scholarship Program received the first scholarship in 1983. When I arrived on July 1, 1989, we had a total of six such scholarships. I am most pleased to announce that, as of this week, we have added four to that total so that we now have ten presidential scholarships. This acceleration is encouraging but our total certainly pales when compared to the 578 presidential scholarships currently in effect by the institution we will compete with on the football field today.

Enthusiasm is high, the goals have been established and momentum is beginning to build. I am confident that working together, we can achieve our objective.

Resolution

Fact Findings of the Appointment of Dr. Julian Lawson Biggers to
The Texas State Board of Examiners of Professional Counselors

WHEREAS, The Honorable William P. Clements, Governor of the State of Texas, has appointed Dr. Julian Lawson Biggers to The Texas State Board of Examiners of Professional Counselors;

WHEREAS, Section 1 and 1 of Article 6252-9a, Vernon's Texas Civil Statutes, require a certain finding of facts before an employee of one State Agency may accept an offer to serve another State Agency in positions of honor, trust, or profit,

BE IT THEREFORE RESOLVED, that the Board of Regents of Texas Tech University find and determine the following:

1. The service of Dr. Julian Lawson Biggers as a member of The Texas State Board of Examiners of Professional Counselors is of benefit to the State of Texas and Texas Tech University.
2. The service of Dr. Julian Lawson Biggers as a member of the aforementioned body does not conflict with his position of employment at Texas Tech University.
3. Members of The Texas State Board of Examiners of Professional Counselors serve without compensation but are entitled to reimbursement by the State for necessary travel and per diem incurred in the performance of their duties as members of the Board.

WITNESS MY HAND this 7th day of October, 1989.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

By: _____
J. Fred Bucy, Chairman

ATTEST:

(Mrs.) Freda Pierce, Secretary

Leaves of Absence

Approve extension of leave of absence without pay for Dr. Lauro F. Cavazos, Professor of Biological Sciences, for the period September 19, 1989, to September 19, 1990. This leave is requested in order that he may continue serving as the Secretary of Education in Washington, D.C.

Approve leave of absence without pay for Dr. Matthias Schubnell, Assistant Professor of English, for the period August, 1989, to August, 1990. This leave is requested for professional development.

Approve leave of absence without pay for Dr. Jusuck Koh, Professor of Architecture, for the period September 1, 1989, through January 15, 1990. This leave is requested in order that Dr. Koh can participate in preparation of a master plan for the Korean Oil Company Research and Development Facilities with CRSS Architects, Houston, and Junglim Architects & Engineers, Seoul, S. Korea. Acquired knowledge through this research benefits both individual and institution.

Approve leave of absence without pay for Dr. Larry B. Masten, Professor of Industrial Engineering, for the period September 1, 1989, to May 31, 1990. This leave is requested to allow Dr. Masten to pursue personal business matters.

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
BOARD RATIFICATION: -----					
DESIGNATED FUNDS -----					
AE4350	Thornton Beef Cattle Revolving	\$	\$ 200,000	\$ 200,000	To increase budget for purchase and resale of cattle for research purposes
AE4573	Petroleum Engineering Undergraduate Equipment	\$ 225,000	\$	\$ 225,000	To transfer from General Auxiliary Plant Funds - Petroleum Engineering Equipment
SUBTOTAL, DESIGNATED		\$ 225,000	\$ 200,000	\$ 425,000	
TOTAL BOARD RATIFICATION		\$ 225,000	\$ 200,000	\$ 425,000	
TOTAL		\$ 225,000	\$ 200,000	\$ 425,000	
SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990		CURRENT SALARY	NEW SALARY	% INCREASE	
Dong-Hyun Sung Teaching Assistant Business Administration		6,750	7,500	11.1%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Khaled Abdel-Kari Abuelghanam Teaching Assistant Political Science	5,100	5,800	13.7%	Merit
	Seon-Hee Kwan Teaching Assistant Political Science	5,100	5,800	13.7%	Merit
	Deborah L. Bean Teaching Assistant Biological Sciences	6,000	7,500	25.0%	Merit
	Peter B. Blessing Teaching Assistant Biological Sciences	6,000	7,500	25.0%	Merit
	Robert D. Bradley Teaching Assistant Biological Sciences	5,196	7,500	44.0%	Merit
	Gerardo R. Camilo Teaching Assistant Biological Sciences	6,195	7,500	21.1%	Merit
	Michael R. Gannon Teaching Assistant Biological Sciences	6,395	7,500	17.3%	Merit

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (6/1/89 - 7/31/89)

Page 3

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Joel M. Grice Teaching Assistant Biological Sciences	5,880	7,500	27.6%	Merit
	Tiffany A. Jester Teaching Assistant Biological Sciences	5,880	7,500	27.6%	Merit
	Ralph A. Knight Teaching Assistant Biological Sciences	6,300	7,500	19.1%	Merit
	Susan Kutz Teaching Assistant Biological Sciences	5,880	7,500	27.6%	Merit
	Richard W. Manning Teaching Assistant Biological Sciences	6,450	7,500	16.3%	Merit
	Harry L Ng Teaching Assistant Biological Sciences	5,880	7,500	27.6%	Merit
	Calvin A. Porter Teaching Assistant Biological Sciences	6,300	7,500	19.1%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Vasiliki V. Scott Teaching Assistant Biological Sciences	6,195	7,500	21.1%	Merit
	Ronald L. Smith Teaching Assistant Biological Sciences	6,200	7,500	21.0%	Merit
	Kathleen R. Stamback Teaching Assistant Biological Sciences	5,880	7,500	27.6%	Merit
	Yi-Hsun Han Teaching Assistant Mass Communications	4,800	6,000	25.0%	Merit
	Betsey P. Hardman Teaching Assistant Mass Communications	5,600	6,500	16.1%	Merit
	Curtis B. Matthews Teaching Assistant Mass Communications	5,600	6,500	16.1%	Merit
	Michele B. Freeman Teaching Assistant Mass Communications	5,600	6,200	10.7%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Chin-Young Hung, Lecturer	13,500	18,000	33.3%	Lecturer/Fall
	Business Administration	6,750	7,500	11.1%	Teaching Assistant/Spring
	Sadhana M. Alangar	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	George Aldhizer	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	Kenneth Bartkus	3,375	3,750	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	Chenchuramaiah Bathala	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	Shahid N. Bhuian	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	Hwalsik Chang	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				
	Young Hun Choi	6,750	7,500	11.1%	Merit
	Teaching Assistant				
	Business Administration				

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	William H. Dare Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Richard Mike Davis Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Rolf D. Dixon Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Diana Franz Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Harrison D. Green Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Douglas J. Havelka Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Dwight Haworth Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Joanne H. Hurd Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Hiroaki Izumi Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Laurence E. Johnson Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Deepak Khazanchi Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Timothy G. Krumweide Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Pablo Lesevic Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Donald McBane Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Jeffrey Mercer Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Robert M. Morgan Teaching Assistant Business Administration	3,375	3,750	11.1%	Merit
	Mary Ann Murray Teaching Assistant Business Administration	3,375	3,750	11.1%	Merit
	Timothy W. Nix Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Rodley C. Pineda Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Mukesh Rohatgi Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Robert S. Sharpe Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (6/1/89 - 7/31/89)

Page 9

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Sudhir Tandon Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	John Toles Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Arturo Vasquez Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Kelly D. Wason Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Raymond Zimmerman Teaching Assistant Business Administration	6,750	7,500	11.1%	Merit
	Catherine Duran Teaching Assistant Business Administration	4,500	7,500	66.7%	Merit
	Matthew Walker Teaching Assistant Business Administration	10,125	11,250	11.1%	Merit

Board Minutes
October 7, 1989
Attachment No. M4, pg. 9
Item M9

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Patricia M. Devlin Teaching Assistant Human Development & Family Studies	10,000	15,000	50.0%	Figured on a 100% Base Reduced FTE & Increased Base
	Marti Vermillion Kennedy Teaching Assistant Human Development & Family Studies	1,250	1,500	20.0%	Merit
	Marilyn McCormick Teaching Assistant Human Development & Family Studies	3,333	4,500	35.0%	Merit
	Dan Ratliff Teaching Assistant Human Development & Family Studies	2,500	3,000	20.0%	Merit
	Charlotte M. Funk Instructor, Part Time Art	21,432	24,000	12.0%	Merit
	Julie A. Wyrick Teaching Assistant Music	5,000	6,000	20.0%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Sterrett Collins Teaching Assistant Physics	3,188	3,500	9.8%	Merit
	Mustafa Hatab Teaching Assistant Physics	4,500	7,000	55.6%	Merit
	Ahamad A. Mohammad Yasir Teaching Assistant Physics	2,400	3,500	45.8%	Merit
	Tyanna K. Lambert Lecturer English	11,808	15,423	30.6%	Merit
	Martin L. Brown Teaching Assistant English	5,520	7,000	26.8%	Merit
	Rosita Chazarretta Teaching Assistant English	5,686	6,300	10.8%	Merit
	James B. Dickinson Teaching Assistant English	5,686	6,300	10.8%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Nancy C. Hohenstein Teaching Assistant English	5,686	6,300	10.8%	Merit
	Melinda D. Hughes Teaching Assistant English	5,520	6,300	14.1%	Merit
	Debra J. Nash Teaching Assistant English	5,520	7,000	26.8%	Merit
	Marlene G. Selker Teaching Assistant English	5,686	6,300	10.8%	Merit
	Carolyn J. White Teaching Assistant English	5,818	6,432	10.6%	Merit
	Jeffrey Hoover Teaching Assistant Music	5,000	6,000	20.0%	Merit
	Joy Karies Teaching Assistant Music	5,000	5,750	15.0%	Merit

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	SALARY INCREASES OF 10% OR MORE PER ANNUM - FY 1990	CURRENT SALARY	NEW SALARY	% INCREASE	
	Elise Boerwinkle Teaching Assistant Physics	4,044	4,725	16.8%	Merit
	Greg Osterman Teaching Assistant Physics	4,500	8,000	77.8%	Merit
	Yong L. Tian Teaching Assistant Mechanical Engineering	5,400	7,200	33.3%	Merit

09.01

Texas Public Educational Grants

- (3) Of the funds set aside by the University, ~~80~~ 90 percent shall be used for Texas Public Educational Grants, and ~~20~~ 10 percent shall be used for emergency loans.

REPLACEMENT BOND RESOLUTION OF THE
BOARD OF REGENTS REGARDING
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY
COMBINATION FEE REVENUE REFUNDING BONDS

An resolution passed by the Board of Regents authorizing the issuance of one (1) \$5,000 replacement bond to replace Bond Number 2254 of the Board of Regents of Texas Tech University Combination Fee Revenue Refunding Bonds, Series 1978 and resolving other matters relating thereto.

WHEREAS, the Board of Regents of Texas Tech University (the "Board"), by resolution passed on April 7, 1978 authorized the issuance of and sold its Board of Regents of Texas Tech University Combination Fee Revenue Bonds, Series 1978 in the aggregate principal amount of \$13,955,000 dated May 1, 1978; and

WHEREAS, one bond of the above described Series of bonds, to-wit:

Bond Number 2254, in the denomination of \$5,000, bearing interest at the rate of 5.75% per annum, payable semiannually on each April 1 and October 1 (Interest Coupon No. 21 and subsequent coupons appertaining thereto unpaid), and maturing October 1, 1978 (the "Bond")

are outstanding and unpaid; and

WHEREAS, a notarized affidavit of The Connecticut Bank & Trust Company, N.A., the owner of the lost bonds (the "Owner"), to the effect that during the month of September 1988, the Bond had been lost at the premises of the Owner, and after a diligent search the Bond has not been recovered, and the Owner requests replacement of the Bond, is on file in the offices of the University, and such statement has been accepted by the Board as sufficient evidence that the Bond has been lost, within the meaning of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such statement is attached hereto as a permanent part hereof; and

WHEREAS, at the time the loss occurred, Coupon Number 21, coming due on October 1, 1988, and subsequent coupons were attached to said Bond, and therefore neither said coupon nor any subsequent coupons have been presented for payment; and

WHEREAS, the Owner of said Bond and appurtenant coupons desires that a replacement bond be issued to replace the aforesaid lost Bond and appurtenant coupons; and

WHEREAS, by Acts 1965 of the 59th Legislature of the State of Texas, Chapter 334, commonly known as Article 715a of the Revised Civil Statutes of Texas, the Board of Regents is authorized to

issue without an election bonds to replace any bonds theretofore lawfully issued which are outstanding and which have been destroyed, lost or stolen, provided that such replacement bonds may be issued only upon indemnification satisfactory to the Board of Regents establishing proof of ownership and the circumstances of the loss, theft or destruction of the bonds for which replacement bonds are being sought; and

WHEREAS, a Sole Obligor Open Penalty Indemnity Bond dated April 1, 1989, and executed by an authorized representative of The Aetna Casualty and Surety Company, as Obligor, has been received and is on file in the offices of the University, and such Sole Obligor Open Penalty Indemnity Bond is acceptable to the Board of Regents as sufficient indemnity under the provisions of Article 715a of the Revised Civil Statutes of Texas, and a certified copy of such Sole Obligor Open Penalty Indemnity Bond is attached hereto as a permanent part hereof.

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

Section 1. That there is hereby authorized to be issued one (1) replacement bond to replace the Bond. Said replacement bond and the interest coupons appertaining thereto shall be in the same form and in all respects of like tenor and effect as the Bond, and the interest coupons appertaining thereto, except that such replacement bond and the interest coupons appertaining thereto shall be signed manually, or in facsimile, as provided by law, by the proper officials holding office at the time of their issuance, and that no interest coupon shall mature prior to October 1, 1988.

Section 2. That said replacement bond shall be dated May 1, 1978, which is the date of the Bond.

Section 3. That said replacement bond and all interest coupons appertaining thereto shall have the letter "R" preceding the Bond Number and following the Interest Coupon Number.

Section 4. That after said replacement bond has been executed, it shall be the duty of the Chairman of the Board or some officer, employee or attorney of the Board acting through authority from him, to deliver the replacement bond to the Attorney General of Texas for examination and approval. After approval by the Attorney General of Texas, the replacement bond shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. The replacement bond thus registered shall remain in custody of the Chairman of the Board, or subject to his resolution, until the delivery thereof to the Owner of the original Bonds being replaced thereby.

Section 5. That the Comptroller of Public Accounts of the State of Texas is hereby authorized and directed to register the replacement bond in the same manner as the original Bond was registered, giving it the same registration number as the original

Bond except that such number shall be preceded by the letter "R." The Comptroller shall date his registration certificate as of the date of registration of the replacement bond.

Section 6. That all provisions of the resolution passed by the members of the Board on April 7, 1978, authorizing the series of bonds of which the Bond was a part and which are not in conflict with this resolution are hereby adopted by reference and shall be a part of this resolution.

Section 7. That the preparation and passage of this resolution by the Board and the performance of each and every, all and singular, the acts ordered hereby and all acts or expenditures incidental thereto shall be at no cost to the Board and shall be borne entirely by and be the sole liability of the Owner of the lost Bond which has requested the issuance of replacement securities as provided herein.



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint E. Merritt McDonough, C. O. Christensen, Richard B. Varnie, G. F. Langan, Tina Buron or William R. Phillips - -

of East Hartford, Connecticut, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 15th day of September, 1988



THE AETNA CASUALTY AND SURETY COMPANY

By: Joseph P. Kiernan
Assistant Vice President

State of Connecticut } ss. Hartford
County of Hartford }

On this 15th day of September, 1988, before me personally came JOSEPH P. KIERNAN, Assistant Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the content of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



My commission expires March 31, 1991
George A. Perry, Jr. Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 1st day of April, 1989



By: John W. Welch, Secretary

STATE OF Connecticut
COUNTY OF Hartford

} ss.:

I, the undersigned Sheen Lee FBO The Connecticut Bank & Trust Company N.A.,
being duly sworn, depose and say:I am of legal age and reside at One Constitution Plaza,
in the County of Hartford, State of Connecticut.On or about the 1st day of September, 1988 certain securities
(hereinafter called the Securities) more particularly described asRe: Board of Regents Texas Tech University
fee Revenue Ref Ser 1978 5.75% Due 10/1/2001
in the amount of \$5,000 Bearer Bond No 2245

registered in the name of (Indicate if in bearer form.)

were lost, stolen or destroyed under the following circumstances:

(Describe clearly and in detail the circumstances under which the
Securities were lost, stolen or destroyed, the place where they were
last known to have been located, and the efforts made to recover them.)CBT held 705,000 (cert #2206-- 2346) above listed issue in our Trust Vault for
an extended period of time. In September, 1988, we conducted an audit
of this and many other issues, and found that certificate #2245 was missing.
CBT collected monies on 04-01-88 cpn, cert #2245. 10-01-88 coupon was attached
to certificate at the time of the loss.

Except as stated above, I have no knowledge or information as to the whereabouts of the Securities.

The sole and absolute owner of the Securities is
(Indicate by X which of the following is applicable, and, if "B" or "C", insert the required information.)☐ (A) the undersigned.☒ (B) The Connecticut Bank & Trust Company N.A., a Corporation
duly organized under the laws of the State of Connecticut, having its principal office
at One Constitution Plaza, Hartford, Ct. andI am an executive officer, to-wit, the Assistant Treasurer of said Corporation and duly
authorized by said Corporation to make this affidavit.☐ (C) _____, a co-partnership
doing business under said name, having its principal office at _____
_____ and I am a general partner of said firm.Except as hereinafter specifically stated, neither the Securities nor any of the rights represented thereby have
been sold, assigned, endorsed, transferred or deposited under any agreement or subjected to any hypothecation
lien or pledge, or in any other manner disposed of by or on behalf of said owner and neither said owner nor anyone
on behalf of said owner has executed any power of attorney, stock power or other assignment or authorization in
respect thereof which is now outstanding and in force; and no person, firm or corporation other than said owner
has any right, title, claim, equity or interest in or to the Securities or any of the rights represented thereby.

(Describe fully any exceptions to the foregoing)

This affidavit is made for the purpose of inducing

and Chemical Bank, as Trustee, (1) to refuse to honor the Securities should
they be presented by anyone other than said owner for transfer, payment, exchange or otherwise, and (2) to
replacement securities is then required to make the transfer, payment, delivery or exchange to which said owner
would be entitled upon the surrender of the Securities.

Subscribed and sworn to before me

on the 10th day of April, 1989.

(Seal)

My Commission expires on _____, 19____.

(This affidavit must be subscribed and sworn to before a Notary Public or other officer qualified to
administer oaths. Such Notary Public (or other officer) must affix his seal of office and state the date,
if any, on which his commission expires. If executed outside the State of New York, a County Clerk's
Certificate (or other competent authentication) evidencing the authority of the Notary Public (or other
officer) to act must be attached to each counterpart of this affidavit.

Sole Obligor Open Penalty Indemnity Bond

Know all Men by these Presents, that The Aetna Casualty and Surety Company
a corporation organized under the laws of the State of New York and duly authorized to
transact the business of insurance and suretyship in the States of New York and
among other States, and having an
office and place of business at Two World Trade Center
New York, New York
as Obligor (hereinafter called "Obligor") is held and firmly bound unto
Board of Regents Texas Tech University
Chemical Bank
American State Bank

and unto all such individuals, firms and corporations as may now or hereafter be acting as Transfer Agent(s), Registrar(s), Redemption Agent(s), Depository(ies), Trustees and unto any other Paying, Distributing or Disbursing Agent or Agencies in respect of the below-mentioned certificate(s), their respective legal representatives, successors and assigns (hereinafter collectively called "Obligees"), in an aggregate sum not exceeding the maximum for which Obligor may lawfully obligate itself in respect of any single risk, lawful money of the United States, sufficient to indemnify Obligees, their respective legal representatives, successors and assigns, in case of a default under the conditions of this bond as hereinafter set forth, to be paid to Obligees, their respective legal representatives, successors or assigns, as interest may appear; for which payment well and truly to be made the Obligor binds itself, its legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

SEALED with its seal and executed in Two (2) counterparts, this 1st
day of April, 19 89

WHEREAS, the Obligor represents that

Re: Board of Regents Texas Tech University Combined
fee Revenue Ref Scr 1978 5.75% Due 10/1/2001
in the amount of \$5,000 Bearer Bond No 2245

(such security or securities being hereinafter called "original" or "originals"), and that the same are mislaid, lost,
stolen or destroyed and cannot be found or produced, by virtue of which the Obligor has requested Obligees to issue to:

Bearer

a new or duplicate instrument or instruments, or to pay to Bearer

the amount due on said original or originals without surrender or presentation thereof for cancellation or stamping or for any other purpose; and

WHEREAS, on the faith of the foregoing representation and in consideration of this bond of indemnity, Obligees have complied or agreed to comply with said requests,

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE, that if the Obligor, the legal representatives, successors or assigns of Obligor, or any of them, shall in case the original or originals be found or come into the hands, custody or power of any of them, or into the hands, custody or power of any corporation, firm or person, deliver or cause the same to be delivered unto Obligees in order to be cancelled, and shall also at all times defend, indemnify and save harmless Obligees from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character by reason of the original or originals and/or the issuance of a duplicate or duplicates in lieu thereof or in lieu of any instrument or instruments of purported like issue and amount which because of alteration, change or counterfeit may not be identified as or as not the said mislaid, lost, stolen or destroyed original or originals, or the making of any payment, credit, transfer, registration, conversion, exchange or delivery in respect of the original or originals without surrender thereof, and/or in respect of the duplicate or duplicates, whether or not caused by, based upon or arising out of the honoring or refusing to honor the original or originals when presented by any one, and/or whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of

Obligees, or any of them, or their respective officers, agents, clerks, or employees and/or omission or failure to inquire into, contest or litigate the right of any applicant to receive any payment, credit, transfer, registration, conversion, exchange, issue or delivery in respect of the original or originals and/or the duplicate or duplicates issued in lieu thereof, and/or caused by, based upon or arising out of the release of any security or the satisfaction of any instrument or instruments under which the original or originals and/or duplicate or duplicates are issued or secured, and/or caused by, based upon or arising out of any other matter or thing whatsoever, then this Obligation shall be void; otherwise shall remain in full force and effect.

AND the Obligor, in consideration of the issuance of new or duplicate instrument or instruments hereby agrees with the Obligees, that, in case any litigation shall be instituted in any wise related to, touching or affecting the Obligees, or any of them, with regard to the issuance hereinbefore requested, it will be responsible for such litigation on behalf of the Obligees, if so requested by them, or any of them, and, in any event, will pay all costs, counsel fees and charges connected therewith, whether such litigation shall have been participated in by it or not.

The Obligor further agrees that in case the mislaid, lost, stolen or destroyed original or originals be found or come into the hands or power of any person, or into the hands, custody or power of the Obligees or any of them for any purpose other than cancellation without reissue, then the Obligor will forthwith, on demand, obtain and deliver to the Obligees either such original or originals or said new instrument or instruments or will pay to the Obligees a sum of money sufficient to enable the Obligees to purchase in the open market securities of the same issue and amount as the original or originals.

The Obligor agrees that, in case of any default under the conditions of this bond, it waives and releases any and all right or claim against Obligees or any of them, whether by way of subrogation or otherwise, for any loss, expense or liability incurred by the Obligor caused by, based upon or arising out of the enforcement of this bond by Obligees or any of them.

The Obligor agrees that its liability hereunder shall be absolute, subject only to the conditions herein expressed

No inaccuracy in the description of the securities referred to as the original or originals shall alter, modify or affect the obligations of the Obligor hereunder.

This bond shall be deemed a New York contract and shall be governed as to all matters whatsoever, whether of validity, interpretation, obligation, performance or otherwise exclusively by the laws of the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered, this bond shall be deemed to have been accepted by the Obligees in the State of New York

The Obligor hereby further agrees to furnish Obligees, without expense to Obligees, a new Bond of Indemnity, which may differ from this Bond in amount or in any other respect, with satisfactory surety or sureties in case this obligation should not at any time for any reason in the opinion of Obligees afford sufficient protection.

THE AETNA CASUALTY AND SURETY COMPANY

By
Attorney-in-Fact
William R. Phillips

STATE OF Connecticut
COUNTY OF Hartford

} ss. Hartford

On the 1st day of April in the year 1989 before me personally
appeared William R. Phillips

to me known, who being by me duly sworn, did depose and say: that he resides at Cheshire, Connecticut
that he is Attorney-in-Fact of

The Aetna Casualty and Surety Company

the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public in and for the above County and State

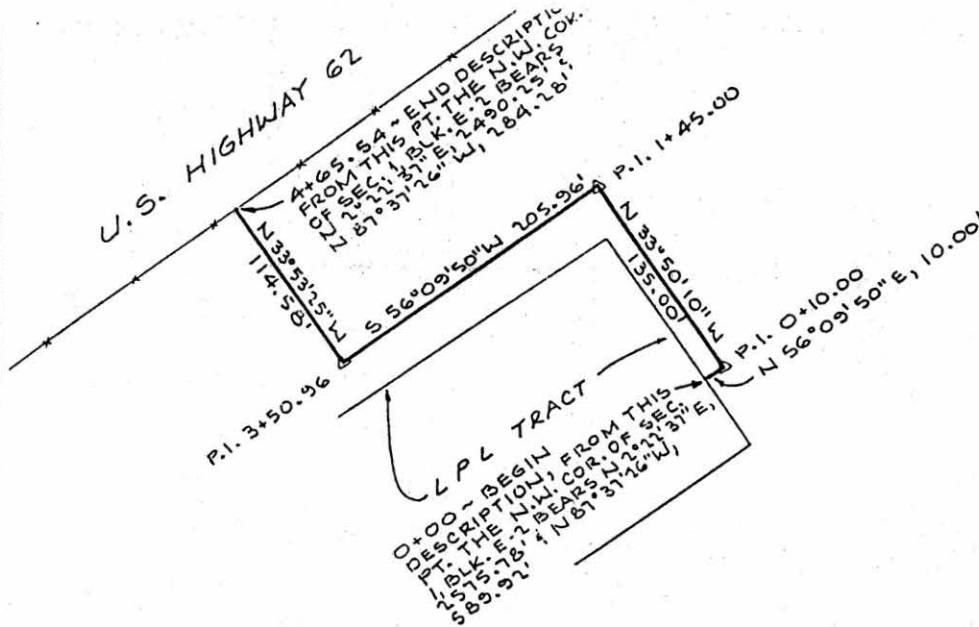
My Commission expires

NANCY A. ORND
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

Board Minutes
October 7, 1989
Attachment No. M7
Item M12

For approval and payment of all accounts covering expenditures for State appropriated funds and all other University controlled funds, effective October 7, 1989, and to continue until such time as she is separated from the University or assigned other responsibilities .

Becky W. Bolen, Grants and Contracts Billing Specialist.



DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Section 1, Block E-2, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 0+00, whence the Northwest corner of said Section 1, bears North 02°22'37" East, 2575.78 feet and North 87°37'26" West, 589.92 feet;

THENCE North 56°09'50" East, 10.00 feet to P.I. station 0+10.00;

THENCE North 33°50'10" West, 135.00 feet to P.I. station 1+45.00;

THENCE South 56°09'50" West, 205.96 feet to P.I. station 3+50.96;

THENCE North 33°53'25" West, 114.58 feet to centerline station 4+65.54, in the Southeast line of U.S. Highway 62, for the end of this description, whence the Northwest corner of said Section 1, bears North 02°22'37" East, 2490.25 feet and North 87°37'26" West, 284.28 feet.

CONTAINING 28.21 Rods of Right-Of-Way.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE.

$\theta = -02^{\circ}27'19''$

DISTANCES ARE ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:

John N. Wilson
Registered Public Surveyor



ADOBE GAS PIPELINE COMPANY

PROPOSED GAS LINE EASEMENT
OUT OF SECTION 1, BLOCK E-2,
LUBBOCK COUNTY, TEXAS

EXHIBIT "A"

Owner TEXAS TECH UNIVERSITY	Vol.	Page	Date JUNE, 1989
Surveyed C.L. SAWYER	Drawn N.L. OVERSTREET	Scale 1"=100'	

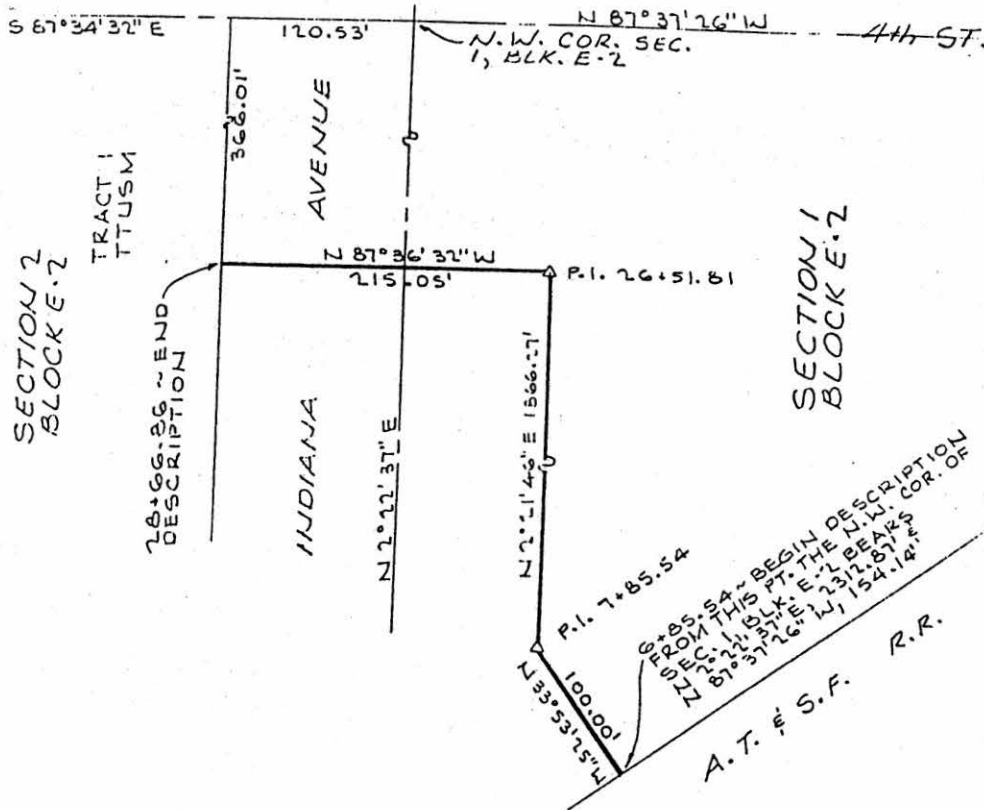
WILSON SURVEYING Co., INC.

Registered Public Surveyors - GPS Surveyors

FB.276,34-44

(806) 763-3388 • 1718 AVE. "N" • LUBBOCK, TEXAS 79401

25,946



Board Minutes
October 7, 1989
Attachment No. M8, pg. 2
Item No. M17

DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Sections 1 and 2, Block E-2, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 6+85.54, in the Northwest line of A.T. & S.F. Railroad, whence the Northwest corner of Section 1, bears North 02°22'37" East, 2312.87 feet and North 87°37'26" West, 154.14 feet;

THENCE North 33°53'25" West, 100.00 feet to P.I. station 7+85.54;

THENCE North 02°21'46" East, 1866.27 feet to P.I. station 26+51.81;

THENCE North 87°36'32" West, 215.05 feet to centerline station 28+66.86, for the end of this description, whence the Northeast corner of Section 2, bears North 02°22'37" East, 366.01 feet and South 87°34'32" East, 120.53 feet.

CONTAINING 132.20 Rods of Right-Of-Way.

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE

θ = -02°27'19"

DISTANCES ARE ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:

John N. Wilson
Registered Public Surveyor



ADOBE GAS PIPELINE COMPANY

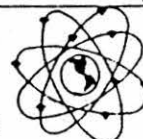
PROPOSED GAS LINE EASEMENT
OUT OF SECTIONS 1 AND 2, BLOCK E-2,
LUBBOCK COUNTY, TEXAS

EXHIBIT "B"

Owner TEXAS TECH UNIVERSITY	Vol.	Page	Date JUNE, 1989
Surveyed C.L. SAWYER	Drawn N.L. OVERSTREET	Scale	1"=100'



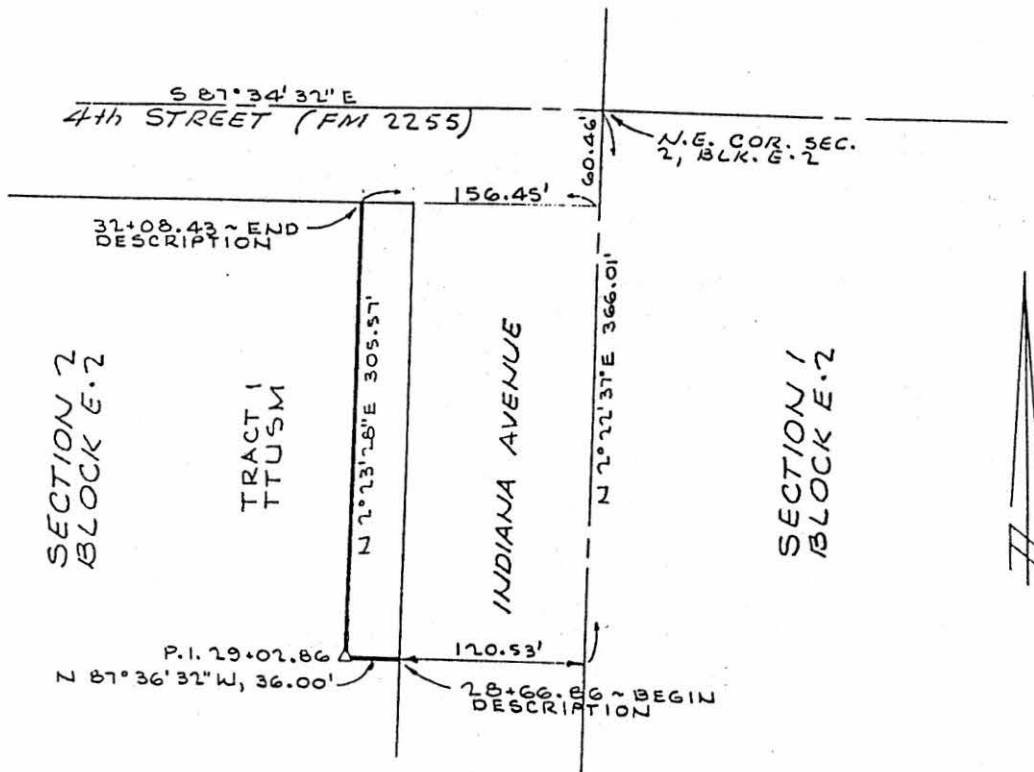
WILSON SURVEYING Co., INC.
Registered Public Surveyors - GPS Surveyors



FB.276,34-44

(806) 763-3388 • 1718 AVE. "N" • LUBBOCK, TEXAS 79401

25,946



DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Section 2, Block E-2, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 28+66.86, whence the Northeast corner of said Section 2, bears North 02°22'37" East, 366.01 feet and South 87°34'32" East, 120.53 feet;

THENCE North 87°36'32" West, 36.00 feet to P.I. station 29+02.86;

THENCE North 02°23'28" East, 305.57 feet to centerline station 32+08.43, for the end of this description, whence the Northeast corner of said Section 2, bears North 02°22'37" East, 60.46 feet and South 87°34'32" East, 156.45 feet.

CONTAINING 20.70 Rods of Right-Of-Way.

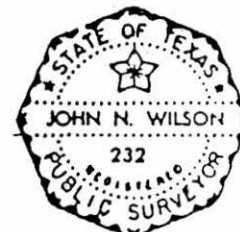
BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE

θ = -02°27'19"

DISTANCES ARE BASED ON ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:

John N. Wilson
Registered Public Surveyor



ADOBE GAS PIPELINE COMPANY

PROPOSED GAS LINE EASEMENT
OUT OF SECTION 2, BLOCK E-2,
LUBBOCK COUNTY, TEXAS

EXHIBIT "C"

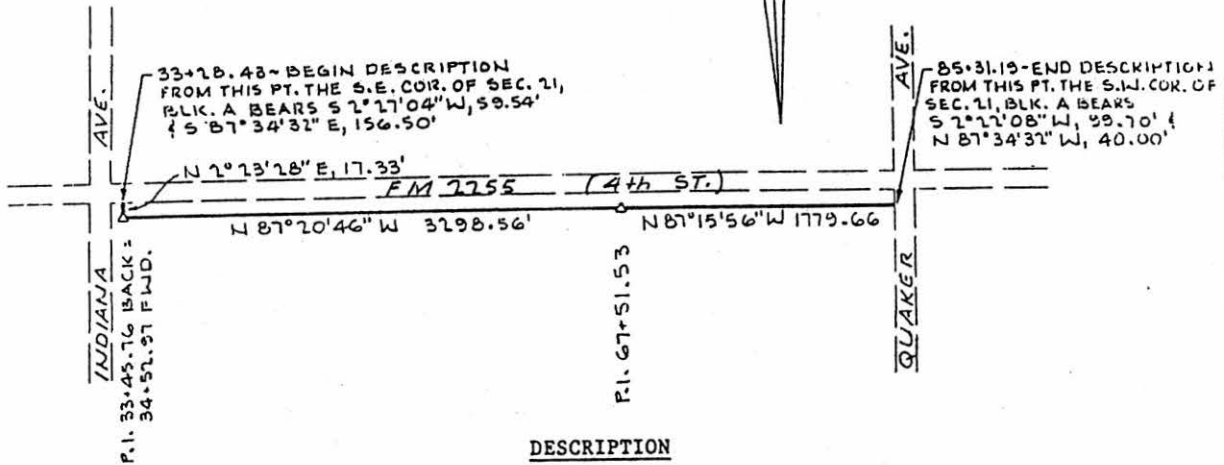
Owner TEXAS TECH UNIVERSITY-SCHOOL OF MEDICINE	Vol.	Page	Date JUNE 1989
Surveyed C.L. SAWYER	Drawn N.L. OVERSTREET	Scale	1"=100'

WILSON SURVEYING Co., INC.
Registered Public Surveyors - GPS Surveyors

FB.276,34-44

(806) 763-3388 • 1718 AVE. "N" • LUBBOCK, TEXAS 79401

25,940



DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Section 21, Block A, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 33+28.43, in the North line of F.M.2255, whence the Southeast corner of Section 21, bears South 02°27'04" West, 59.54 feet and South 87°34'32" East, 156.50 feet;

THENCE North 02°23' 28" East, 17.33 feet to P.I. equation station 33+45.76 back = 34+52.97 forward;

THENCE North 87°20'46" West, 3298.56 feet to P.I. station 67+51.53;

THENCE North 87°15'56" West, 1779.66 feet to centerline station 85+31.19, in the East line of Quaker Avenue, for the end of this description, whence the Southwest corner of Section 21, Block A, bears South 02°22'08" West, 99.70 feet and North 87°34'32" West, 40.0 feet:

CONTAINING 308.82 Rods of Right-Of-Way

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE
θ = -02°27'19"
DISTANCES ARE ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:


John N. Wilson
Registered Public Surveyor

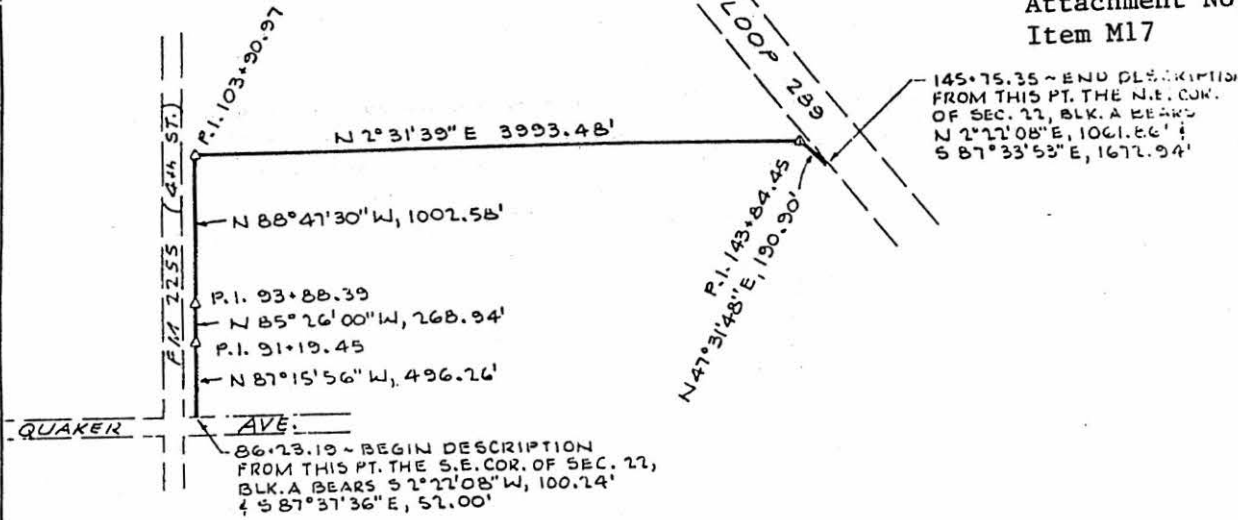


ADOBE GAS PIPELINE COMPANY

PROPOSED GAS LINE EASEMENT
OUT OF SECTION 21, BLOCK A,
LUBBOCK COUNTY, TEXAS

EXHIBIT "D"

Owner TEXAS TECH UNIVERSITY	Vol.	Page	Date JUNE 1989
Surveyed C.L. SAWYER	Drawn N.L. OVERSTREET	Scale	1"=1000'
<div>  WILSON SURVEYING Co., INC. Registered Public Surveyors - GPS Surveyors (806) 763-3388 • 1718 AVE. "N" • LUBBOCK, TEXAS 79401 </div>			
FB.276,34-44			25,946



DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Section 22, Block A, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 86+23.19, in the West line of Quaker Avenue, whence the Southeast corner of Section 22, bears South 02°22'08" West, 100.24 feet and South 87°37'36" East, 52.00 feet;

THENCE North 87°15'56" West, 496.26 feet to P.I. station 91+19.45;

THENCE North 85°26'00" West, 268.94 feet to P.I. station 93+88.39;

THENCE North 88°47'30" West, 1002.58 feet to P.I. station 103+90.97;

THENCE North 02°31'39" East, 3993.48 feet to P.I. station 143+84.45;

THENCE North 47°31'48" East, 190.90 feet to centerline station 145+75.35, in the South line of Loop 289, for the end of this description, whence the Northeast corner of Section 22, Block A, bears North 02°22'08" East, 1061.86 feet and South 87°33'53" East, 1672.94 feet.

CONTAINING 360.74 Rods of Right-Of-Way

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE
θ = -02°27'19"

DISTANCES AREA ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:

John N. Wilson
Registered Public Surveyor



ADOBE GAS PIPELINE COMPANY

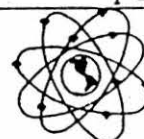
PROPOSED GAS LINE EASEMENT
OUT OF SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

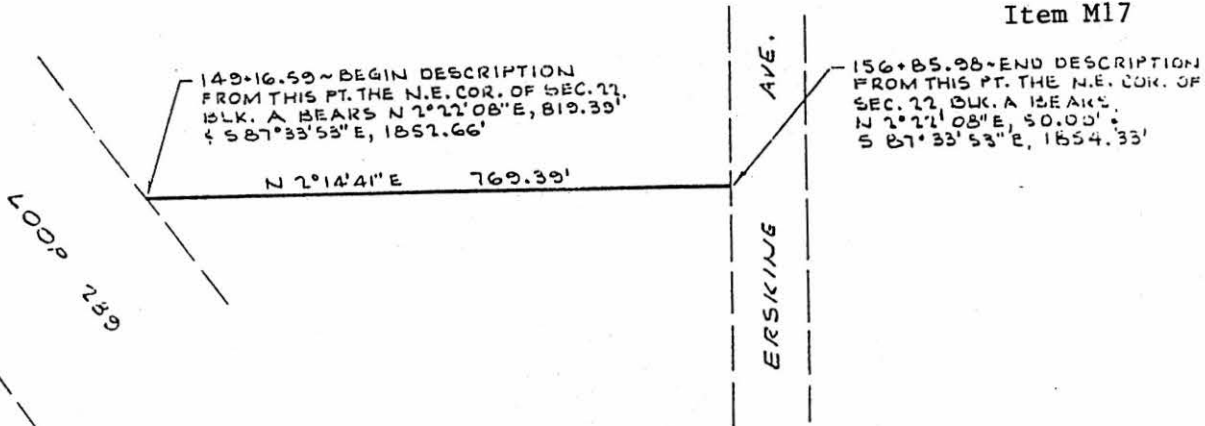
EXHIBIT "E"

Owner	TEXAS TECH UNIVERSITY	Vol.	Page	Date	JUNE 1989
Surveyed	C.L. SAWYER	Drawn	N.L. OVERSTREET	Scale	1"=1000'



WILSON SURVEYING Co., INC.
Registered Public Surveyors - GPS Surveyors





DESCRIPTION

BEING the centerline description on a 30 feet gas line easement out of Section 22, Block A, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at centerline station 149+16.59, in the North line of Loop 289, whence the Northeast corner of Section 22, Block A, bears North 02°22'08" East, 819.39 feet and South 87°33'53" East, 1852.66 feet;

THENCE North 02°14'41" East, 769.39 feet to centerline station 156+85.98, in the South line of Erskine Avenue, for the end of this description, whence the Northeast corner of Section 22, Block A, bears North 02°22'08" East, 50.00 feet and South 87°33'53" East, 1854.33 feet.

CONTAINING 46.63 Rods of Right-Of-Way

BEARINGS ARE BASED ON LAMBERT GRID, TEXAS NORTH CENTRAL ZONE
θ = -02°27'19"
DISTANCES ARE ACTUAL SURFACE DISTANCES.

CERTIFIED CORRECT:

John N. Wilson
Registered Public Surveyor



ADOBE GAS PIPELINE COMPANY

PROPOSED GAS LINE EASEMENT
OUT OF SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

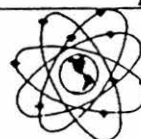
EXHIBIT "F"

Owner	TEXAS TECH UNIVERSITY	Vol.	Page	Date	JUNE 1989
Surveyed	C.L. SAWYER	Drawn	N.L. OVERSTREET	Scale	1"=200'

WILSON SURVEYING Co., INC.
Registered Public Surveyors - GPS Surveyors

FB.276,34-44

(806) 763-3388 • 1718 AVE. "N" • LUBBOCK, TEXAS 79401



25,946

TEXAS TECH UNIVERSITY FOUNDATION
Board of Directors

Reappointments

(Terms Expiring August 31, 1992)

W. K. Barnett
Tom Battin
Canon Clements
W. R. Collier
Alan Henry
Mike Higgins
Carroll McDonald
Floyce Masterson
F. A. Underwood
Bill Womble

**PROVOST'S REPORT
BOARD OF REGENTS MEETING**

October 7, 1989

Thank you very much, Mr. Chairman. I appreciate the opportunity to discuss very briefly some of the issues receiving attention at Texas Tech.

First of all, I would like to express my appreciation for the support you have given our efforts to upgrade admission standards at the University. Certainly, the full impact of our actions will not be known for some time. But initial reaction, both on and off the campus, has been for the most part, positive. Of course, there is a point of view favoring the open admissions policy of the past. This argument was articulated quite well, I think, in a letter to the editor which appeared in the most recent issue of the Texas Techsan, entitled, "Closing the Door of Opportunity at Tech." This letter was in response to my article in the May-June issue of the Texas Techsan. I don't intend to rebut the thesis of this letter here today. Many of the arguments are good ones, and certainly, our actions are not without a down side. But Texas Tech's goal is excellence, and we can't achieve this by accepting mediocrity. All high school graduates in Texas should have an opportunity for higher education, but the fact is that many of the students, for whatever reason, are underprepared. Their needs can best be met by community colleges where they can receive the remedial training they need to excel. In this way, their own self-confidence and self-esteem are not destroyed by placing them in an environment in which they cannot compete, and the qualified students are not prevented from receiving the challenge they need and deserve.

As indicated in the information I provided you yesterday, our program appears to be working, but we have a long way to go. In order to maintain level enrollment, we must be able to attract larger numbers of qualified and motivated students to replace those students who, for whatever reason, are unable to meet the minimum standards for admission. It is important to remember also that no student is denied admission to Texas Tech. They may be required to enter in the summer or spring, but they can enter. Our goal is to increase the value of the degree from Texas Tech University, and serve in the best way we know how those students who have acquired the skills necessary to do college level work.

An issue related to admission standards is the Texas Academic Skills Program (TASP), which is being implemented for the first time this year. Due to the efforts of Don Garnett and Len Ainsworth, in addition to the supporting contributions from the PASS Program, the Dean of Students Office, and the Counseling Center, our program at Texas Tech has become a model for the state. As Don pointed out yesterday, the ultimate responsibility for achieving necessary academic skills clearly rests with the student. However, the TASP test is helping us recognize the potential of

entering freshmen, so that appropriate programs can be devised to address their needs. In addition, we have upgraded our retention efforts by offering a Retention Seminar for faculty, and Teaching Development Seminars for new faculty. The XL Program, which I described to you earlier, is also in place for teaching study skills to students returning from suspension.

On another topic, a recent Attorney General 's Opinion, may cause us to change our policies regarding student evaluations of faculty members. These evaluations have been confidential in the past and used by faculty members to improve their effectiveness, as well as by administrators for faculty evaluation associated with tenure and promotion. The new ruling addresses the discoverability of these evaluations, and makes them available to students and the public at large. How this will impact the value of student input to the evaluation process is being studied by both faculty and student committees.

A third issue of considerable concern at this time regards the distribution of the Higher Education Assistance Funds available to the University. As you know, these funds are appropriated as a rather poor substitute for the Permanent University Fund available to the University of Texas and Texas A&M. They are used for renovation projects as well as for equipment purchases for teaching and research. At the present time, we are planning two major investments of HEAF funds for centrally utilized equipment. One will address a major upgrade in the IBM mainframe computer to keep up with administrative operation systems which we are bringing online, partly in response to new data reporting requirements imposed by the state. In addition, we contemplate purchasing a long awaited automation system for the main library. Funds to purchase equipment are woefully inadequate, an issue we must address if we are to achieve our goals in teaching and research.

Finally, I want to brief you on the annual Planning Retreat scheduled for October 29-31, at the Junction campus. It was at this retreat two years ago that the White Paper, "Texas Tech and the Twenty-First Century," was composed. This paper established a direction for the University, and established goals for undergraduate programs, graduate programs, and research. The new Admission Standards were formally proposed at this meeting and subsequently refined at the Retreat last year.

The meeting this year will include discussion on four major issues. Session 1, which will be held on Sunday afternoon, October 29, will focus on research initiatives and support at Texas Tech. Session 2, on Monday morning, will address fund raising and the development of a plan for securing endowment to support our goals for academic excellence. Session 3, on Monday afternoon will focus on state-wide issues in higher education. In addition to presentations by Mike Sanders and a position paper by Frank Newton, two special invited guests will address the meeting. Representative Gary Watkins, Chairman of the Budget and Oversight Subcommittee of the House Education Committee, and Dr. Bill Johnson,

President of Stephen F. Austin State University, will present their perceptions of the major issues facing higher education in Texas. Of particular interest in this regard is the role of systems vs independent institutions and the impact of the acquisition of smaller campuses by the two major systems in the state. The Retreat will conclude with a Session on Tuesday morning addressing graduate program growth and development at the University.

Approximately 35 members of the Texas Tech faculty and administration will attend, including President Lawless, the Vice Presidents, and all of the Deans. Each of you is invited as well, and we hope several of you will be able to attend. At present, Mr. Bucy has confirmed his attendance and Mr. Mayes has indicated his desire to attend. Please let me know before leaving today if there is a possibility you can join us in Junction. Your participation is welcome and encouraged. In addition to the business sessions, we also try to have a good time and get to know each other better in an informal atmosphere. October is a good time to be in Junction, and this is an important planning session for the University. We hope you can participate.

Once again, I want you to know how much I appreciate all the support that you provide for me personally and for Texas Tech. This is a critical time in the development of Texas Tech University, and we need your advice, your support, and your leadership.

TEXAS TECH UNIVERSITY
Lubbock, Texas

TABLE OF CONTENTS

FOR BOARD INFORMATION

	<u>Description</u>	<u>Page</u>
1.	Professorial Appointments - July through September, 1989 -----	1
2.	Professorial Resignations and/or Terminations - July through September, 1989 -----	3
3.	Budget Adjustments of \$100,000 or More for Supplemental Awards or Renewals of Research and Other Sponsored Projects - June 1 through July 31, 1989 -----	4
4.	<u>Contracts</u>	
a.	First National Bank at Lubbock - Amendment to Contract -----	5
b.	Southwest Coca Cola Bottling, Co., Inc. - Snacks, Soft Drinks - Amendment -----	6
c.	ABC Vending, Inc., - Electronic Game Machines in Residence Halls -----	7
d.	City Transit Management Co., Inc. - Campus Bus Service -----	11
e.	Construction Services - Library Roof Replacement - Amendment -----	17
f.	Joe D. McKay, Architects - Jones Stadium Athletic Office Expansion, Phase I, Amendment No. 1 -----	18
g.	U. S. Department of Energy - Killgore Center - Land and Facilities -----	19
h.	U. S. Department of Energy - Pantex Plant Rifle Range - Amendment No. 1 -----	35
5.	<u>Grants and Bequests - Summaries</u>	
a.	Texas Tech University, Texas Tech University Foundation, Texas Tech University Health Sciences Center, Texas Tech Medical Foundation - August, 1989 -----	39
b.	Texas Tech University and Texas Tech University Foundation - August, 1989 -----	40
c.	Texas Tech University - August, 1989 -----	41
d.	Texas Tech University Foundation - August, 1989 -----	44

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Professorial Appointments
July, 1989, through September, 1989

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Abbott, Clay Adjunct Assistant Professor	School of Law	1/16/90-5/31/90
Asquith, George Benjamin Professor	Geosciences	9/1/89-5/31/90
Bakema, Denise Assistant Professor	Health, Physical Educ., and Recreation	9/1/89-5/31/90
Bates, Benjamin Johnson Assistant Professor	Mass Communications	9/1/89-5/31/90
Battacharyya, Sati Nath Visiting Assistant Professor	Mathematics	1/16/90-5/31/90
Bernaski, Kimberly Dawn Visiting Assistant Professor	Political Science	9/1/89-5/31/90
Bochove, Erik Johannes Visiting Associate Professor	Physics	9/1/89-1/15/90
Davis, Kenneth Ray Associate Professor	Music	9/1/89-5/31/90
Grantham, Terry Adjunct Assistant Professor	School of Law	1/16/90-5/31/90
Hagberg, James C. Visiting Associate Professor	Music	9/1/89-5/31/90
Handy, Priscilla Visiting Assistant Professor	Sociology	9/1/89-5/31/90
Lawver, David E. Visiting Assistant Professor	Ag Education & Mechanization	9/1/89-5/31/90
Lund, John R. Visiting Assistant Professor	Mathematics	9/1/89-1/1/90

Matthews, David W. Visiting Assistant Professor	Music	9/1/89-5/31/90
McCoy, Leila Melanie Visiting Assistant Professor	Political Science	9/1/89-5/31/90
O'Dell, Jacqueline K. Assistant Professor	Education	9/1/89-5/31/90
Repman, Judith LaVine Assistant Professor	Education	9/1/89-5/31/90
Sexton, Kelly Joseph Visiting Assistant Professor	Biological Sciences	9/1/89-5/31/90
Shuboy, Mariana A. Visiting Assistant Professor	Mathematics	9/1/89-5/31/90
Smith, Charles W. Professor and Dean	Education	7/16/89-8/31/89 9/1/89-8/31/90
Smith, Tommy Van Assistant Professor	Mass Communications	7/16/89-8/31/89
Stinespring, John A. Assistant Professor	Art	9/1/89-5/31/90
Valdovinos, Susana Visiting Assistant Professor	Law	7/16/89-8/31/89
von Pride, Cynthia R. Visiting Assistant Professor	Music	9/1/89-5/31/90
Wang, Xiaochang Wang Visiting Assistant Professor	Mathematics	9/1/89-5/31/90

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Professorial
Resignations and/or Terminations
July, 1989, through September, 1989

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Becvar, Raphael J. Professor	Human Development and Family Studies	8/31/89
*Bennett, J. Wayland Thompson Professor	Agricultural Economics	8/31/89
Bobeles, Robert M. Assistant Professor	Human Development & Family Studies	8/10/89
Byington, James R. Assistant Professor	Business Administration	7/16/89
*Ellsworth, Paul Professor	Music	6/30/89
**Gipson, Jack Associate Professor	Agronomy, Horticulture, & Entomology	7/28/89
Guffey, Charles G. Associate Professor	Petroleum Engineering	9/1/89
*Harris, Rae L. Professor	Geosciences	8/31/89
Johnson, Frederic W. Assistant Professor	Park Administration & Landscape Architecture	8/31/89
McCoy, Melanie Visiting Assistant Professor	Political Science	9/1/89
*Pettit, Russel D. Associate Professor	Range & Wildlife Management	8/31/89
Schuetz, Erhard Assistant Professor	Architecture	8/31/89
*Taylor, Howard Rockwell Professor	Agronomy, Horticulture, & Entomology	6/30/89

*Retiring

**Deceased

TEXAS TECH UNIVERSITY

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

3.

JUNE 1, 1989 THROUGH JULY 31, 1989

Project Activity	Amount	Source of Funds
-----	-----	-----
IPA Agreement With U.S. Geological Survey	\$ 130,793	U.S. Geological Survey Water Resources Division, YMP Branch
Project Upward Bound	\$ 223,967	U.S. Department of Education
Educators for Drug-Free Schools Substance Abuse Prevention	\$ 254,373	U.S. Department of Education
Precipitation Structure of Mesoscale Convective Systems Revised Budget: \$295,700	\$ 102,800	National Science Foundation
Bilingual/ESL Instructional Aide Training Project	\$ 114,656	U.S. Department of Education
CSU/TTU Cooperative Research Program on Wind Engineering	\$ 157,706	National Science Foundation
TOTAL	<u>\$ 984,295</u>	

First National Bank at Lubbock - Amendment to Contract

4. a. The following Amendment No. 1 to Contract No. MU519 with First National Bank at Lubbock is entered for informational purposes. The original contract is recorded in the Minutes of the meeting of May 12, 1989, Item M138.

Contract No. MU519/1

Amendment No. 1 to Contract No. MU519
Banking Facility

The Agreement between First National Bank at Lubbock, Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated June 2, 1989, is amended as follows:

Item 19, Term of Agreement, is hereby amended to read:

This Agreement will become effective August 7, 1989, through August 31, 1992. Two extensions, of two years each, may be executed upon mutual agreement.

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

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

FIRST NATIONAL BANK

TEXAS TECH UNIVERSITY

By:

W. R. Rainey, Jr.
Senior Vice President

Date: 8/24/89

By:

Robert W. Lawless, President

Date: 8/15/89

REVIEWED FOR FISCAL IMPLICATIONS

By:

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 8-14-89

REVIEWED FOR FORM

By:

Pat Campbell, Vice President
and General Counsel

Date: 8-11-89

Southwest Coca Cola Bottling Co., Inc. - Snacks, Soft Drinks

4. b. The following Amendment No. 1 to Contract No. MU298 for concessions is entered for informational purposes. Approval of this amendment is recorded in the Minutes of May 12, 1989, Item M147.

Contract No. MU298/1

Amendment No. 1 to Contract No. MU298
Concessions - B&M Vending Company

The agreement between B&M Vending Company, Lubbock, Texas, and Texas Tech University, Texas Tech University Health Sciences Center, Lubbock, Texas, dated August 13, 1987, is amended as follows:

1) Any place the vendor's name appears in the contract as B&M Vending Company, the vendor's name shall be changed to read Southwest Coca-Cola Bottling Company, Inc.

2) In accordance with Paragraph 12, the contract is hereby extended for a two-year period effective September 1, 1989, expiring August 31, 1991.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 3rd day of July, 1989.

SOUTHWEST COCA-COLA BOTTLING
COMPANY, INC.

TEXAS TECH UNIVERSITY AND TEXAS
TECH UNIVERSITY HEALTH SCIENCES

By:

Date: 7/11/89

By:

Robert W. Lawless
President

Date: 7/3/89

REVIEWED FOR FISCAL IMPLICATIONS

Max C. Tomlinson
Interim Vice President
for Fiscal Affairs

Date: 6/29/89

REVIEWED FOR FORM

Vice President and General Counsel

Date: 6-28-89

ABC Vending, Inc., - Electronic Game Machines in Residence Halls

4. c. The following Contract No. MU248 with ABC Vending, Inc., for coin operated electronic game machines in residence halls and Amendment No. 1 to the Contract are recorded for informational purposes. Execution of this contract was authorized in the Minutes of January 30, 1987, Item M76.

Contract No. MU248

THIS AGREEMENT, made and entered into by and between ABC Vending, Lubbock, Texas, hereinafter referred to as the "Contractor" and Texas Tech University, Lubbock, Texas, hereinafter referred to as the "University."

WHEREAS, the Contractor is desirous of providing, maintaining and servicing coin operated electronic game machines in residence halls and the University is desirous of such installation for the benefit of residence hall occupants;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Contractor shall install electronic game machines in adequate quantities in the following locations but, in any event, shall provide the minimum number of machines per locations as indicated. The minimum number of machines required at each location may be reduced only after receiving written permission of the University.

<u>Residence Halls</u>	<u>Minimum Number of Machines</u>
Carpenter	8
Murdough	8
Sneed	14
Weeks	1
Doak	2
Weymouth	16
Horn	3
Knapp	1
Wall	2
Gates	2
Gaston	2
Clement	5

2. Game machines may be added, changed or removed upon mutual agreement of the two parties.
3. The Contractor shall supply dollar change machines in Sneed, Weymouth, Murdough, Carpenter and Clement Halls.
4. The University will provide adequate electrical energy for the game machines at no cost to the Contractor.
5. Contractor agrees to keep new or fairly new equipment installed during the full period of the agreement.

6. Maintenance and services of the machines will be handled in the following described manner:

The hours for service will be from 9:00 a.m., through 5:30 p.m., Monday through Saturday. Within these hours, daily service calls will be made to repair all machines which are not fully operational. All machines on location are to be completely cleaned and serviced weekly during the full school year and every two (2) weeks during the summer. Normal wear and tear will be repaired at Contractor's expense. Abuse, theft and abnormal usage will be paid for from the Contractor's share of the proceeds. Itemized bills will be furnished.

7. The University will receive fifty percent (50%) of gross revenue from the machines, less taxes and license fees due the State of Texas and any agreed to amount from abuse, theft or abnormal wear of the machines. Collections from machines will be made at least twice weekly in the presence of Residence Hall Office personnel in each Hall.
8. Payment to the University will be made each time the Contractor removes money from the game machines which shall be at least once each week, except during official University holidays. Special arrangements for money removal will be made with the Assistant Director of Housing for Residence Life for holidays. A detailed report of gross revenue from each machine and Residence Hall must be made at least once each week.
9. Contractor shall reimburse the University for any monies refunded to game machine users at least once each week.
10. The Contractor shall hold Texas Tech University harmless from any and all claims and awards resulting from the providing of game machines on the campus and shall indemnify Texas Tech University for all such claims and awards including attorney's fees. The contract shall also provide adequate liability insurance coverage showing the University as a named insured.
11. Any machines on location that are over twelve (12) months past their release date must be there with the consent of the University. Otherwise, these games must be replaced with more current machines.
12. Fidelity bonds must be provided on all of the Contractor's employees who have access to the machines located in the Residence Halls in the amount of \$10,000.
13. The Contractor shall execute a performance bond issued by a surety company authorized to do business in this state and acceptable to the University in the amount of \$50,000 payable to the State, and conditioned on the faithful performance of the obligations, agreements and covenants of the agreement.
14. The Contractor must provide a current financial statement prepared by a certified public accountant at the time of contracting with Texas Tech University.

15. This contract is not transferable or assignable except upon written approval of the University.
16. The period of the contract will be from March 1, 1987, through February 28, 1990; however, either party may terminate the agreement upon thirty (30) day written notice.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers.

TEXAS TECH UNIVERSITY

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

Date: 3-9-87

REVIEWED FOR FISCAL IMPLICATIONS

/s/ E. E. Payne
Chief Fiscal Officer

Date: 3/4/87

REVIEWED FOR FORM AND CONTENT

/s/ Pat Campbell
General Counsel

Date: 3-3-87

ABC VENDING, INC.

By: /s/ John D. Abney
John D. Abney

Date: 3/10/87

Contract No. MU248/1

Amendment No. 1 to Contract No. MU248
ABC Vending, Inc./Texas Tech University
Residence Halls Video Game Machines

The Agreement between ABC Vending, Inc., Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated March 10, 1987, is amended as follows:

ABC Vending, Inc. does hereby assign and transfer Contract No. MU248 for providing, maintaining and servicing coin-operated electronic game machines in residence halls to Lovell Company, Lubbock, Texas. Lovell Company does hereby assume and accept all responsibility and/or liability related to contract.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment by their duly appointed officers, this the 26th day of July, 1989.

ABC VENDING, INC.

TEXAS TECH UNIVERSITY

By:

Date: 8/15/89

LOVELL COMPANY

By:

Robert W. Lawless
President

Date: 8/14/89

REVIEWED FOR FISCAL IMPLICATIONS

By:

Date: 8-15-89

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 8-11-89

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 8-10-89

City Transit Management Co., Inc. - Campus Bus Service

4. d. The following Contract No. MU550 with City Transit Management Company, Inc., for campus bus service is entered for informational purposes. Execution of this contract was authorized in the Minutes of the August 4, 1989, meeting, Item M183.

Resolution #3118
Contract No. MU550

AGREEMENT

The Agreement, made and entered into this 8th day of June, 1989, by and between CITY TRANSIT MANAGEMENT COMPANY, INC. (hereinafter referred to as the "Company"), TEXAS TECH UNIVERSITY AND TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking problems on the campus of the University as it relates to the expanding campus and the increasing number of students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said University campus; and

WHEREAS, Company and City have entered into a management agreement dated September 22, 1988, in which City is obligated to provide all capital assets for the operation of the public transportation services in and around the City of Lubbock, including the services provided under the Agreement; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.

Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately eight (8) buses will be provided by Company during the period beginning with August 28, 1989, and terminating on August 31, 1990, provided, however, that either Company or University may terminate said bus service upon thirty (30) days' written notice delivered to the other by registered mail.

, II.

Bus Operations

With respect to bus operations, Company and University agree that the following conditions shall apply:

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 37 with driver-operated front and side doors. The Company will provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service, commencing on August 28, 1989, shall be on a schedule provided by the University prior to that date.
- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route, removal of a route, or addition of a new route is necessary or desirable, Company shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon University's request. The changes to be made by Company, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said periods, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of Twenty-Eight and no/100 Dollars (\$28.00) per hour base rate for each bus used in said service, which charge shall be adjusted each month to reflect any change

above or below the monthly average of the actual price paid per gallon of fuel in that month by Company on a base figure of \$1.05 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above
\$1.05 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below
\$1.05 per Gallon)

Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month. Such bill to be paid as promptly as possible in usual course of University business. The Company will provide income and expense statement at the end of contract period.

III.

Supplement Bus Service

In addition to the scheduled bus service over specified routes as provided for in Paragraph II hereinabove, Company shall furnish such other supplemental service, if equipment is available, for the transportation of such special groups as may be designated by University. Such supplemental service shall be furnished by Company at any time during the hours from 7:00 a.m. to 11:30 p.m., upon receipt of three (3) days' written notice from University. Company will charge University for providing said supplemental service the sum specified in Subparagraph E of Paragraph II hereinabove, for each bus used in said service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph E of Paragraph II hereinabove, and subject to Paragraph II, Subparagraphs A and B.

IV.

Publicity

University will undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The Company will provide appropriate timetables for the convenience of students.

V.

Service Provided

Company will provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and will also

provide competent and duly licensed drivers by whom said buses shall be driven, and Company will assume full and complete responsibility for the condition of said buses and the qualifications and competence of their drivers at all times, and University assumes no obligations whatsoever for either of the same.

VI.

Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of University, and University shall have no control over Company's operations in connection with providing said service except as hereinabove provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

- A. It is recognized by the parties hereto that Company and the City of Lubbock, Texas, have entered into an Agreement for the purpose of Company providing transportation services in and around the City of Lubbock, including to the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and Company. At all times during which Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, University shall be protected under Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least \$100,000 for personal injury to any one person, \$300,000 for each occurrence, and \$50,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.
- B. Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1) damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

Company agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner and, in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.

Miscellaneous

- A. It is further agreed that this Agreement is made solely for the benefit of University and Company, that it is not made for the benefit of any third person, whether a staff member or student of University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.
- B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality, the University may, upon twelve (12) hours' notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of service. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the 8th day of June, 1989.

TEXAS TECH UNIVERSITY

/s/ Robert W. Lawless
Robert W. Lawless, President

Date: 8/15/89

REVIEWED FOR FISCAL IMPLICATIONS

/s/ Don E. Cosby
Chief Fiscal Officer

Date: 8-14-89

REVIEWED FOR FORM
TEXAS TECH UNIVERSITY

/s/ Pat Campbell

Date: 8-11-89

CITY TRANSIT MANAGEMENT CO., INC.

/s/ John L. Wilson
John L. Wilson, Vice-President

ACKNOWLEDGED AND AGREED TO

CITY OF LUBBOCK

/s/ B. C. McMinn
B. C. McMinn, Mayor

APPROVED AS TO CONTENT:

/s/ Larry V. Hoffman
Larry Hoffman,
Director of Transportation

APPROVED AS TO FORM:

/s/ J. Worth Fullingim
J. Worth Fullingim,
Assistant City Attorney

ATTEST:

/s/ Ranette Boyd
Ranette Boyd, City Secretary

Construction Services - Library Roof Replacement

4. e. The following Amendment No. 1 to Contract No. 89-872 for the Library Roof Replacement is entered for informational purposes. The Contract was recorded in the Minutes of March 17, 1989, Item 5.f., Page 19.

Contract 89-872/1

Amendment No. 1 to Contract No. 89-872
Library Roof Replacement (FP&C 88-27)

The Agreement between Construction Services, Amarillo, Texas and Texas Tech University, Lubbock, Texas, dated January 26, 1989, is amended as follows:

To complete the balance of Alternate No. 1 described on the original bid documents as South Roof area "C" and "D" and to reinsulate areas of wet insulation in the amount of \$29,000.

The new contract sum will be \$285,400.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 3rd day of July, 1989.

CONSTRUCTION SERVICES

TEXAS TECH UNIVERSITY

Date: 7/13/89

By:
Robert W. Lawless
President

REVIEWED FOR FISCAL IMPLICATIONS

Max C. Tomlinson
Interim Vice President
for Fiscal Affairs

Date: 6/28/89

REVIEWED FOR FORM

Vice President and General
Counsel

Date: 6-28-89

Jones Stadium Athletic Office Expansion, Phase I, Amendment No. 1 -
Joe D. McKay, Architect

4. f. The following Amendment No. 1 to Contract No. 88-809 with Joe D. McKay, Architect, for the Athletic Office Expansion is entered for informational purposes. The contract is recorded in the Minutes of August 5, 1988, Item #5.g., Page 28.

Contract No. 88-809/1

Amendment No. 1 to Contract No. 88-809
Jones Stadium - Athletic Office Expansion,
Phase I (FP&C 87-32)

The Agreement between Joe D. McKay, Architect, Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated March 17, 1988, is amended as follows:

The contract amount is increased by \$6721.40 for additional services. The new contract sum shall be \$102,721.40.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 26th day of July, 1989.

JOE D. MCKAY, ARCHITECT

TEXAS TECH UNIVERSITY

By:

Date: 9-5-89

By:

Robert W. Lawless
President

Date: 8/15/89

REVIEWED FOR FISCAL IMPLICATIONS

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

Date: 8-14-89

REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel

Date: 8-11-89

Lease Agreements with U. S. Department of Energy - Killgore Center

4. g. The following lease agreements with the U.S. Department of Energy for the use of land and facilities at Killgore Center are entered for informational purposes. Execution of these agreements was authorized in the Minutes of the March 17, 1989, meeting, Item M101.

TTU Contract No. MU555

Lease Agreement No. DE-RL04-89AL42110

LEASE AGREEMENT
FOR
KILLGORE CENTER

This lease, made and entered into the 1st day of October 1989, by and between the United States Department of Energy, Lessee, and Texas Tech University, Lessor.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DESCRIPTION

The Lessor, for and in consideration of the rentals herein provided and the covenants and agreements herein contained, hereby leases to the Lessee the following described real property (hereinafter called the Premises):
[See Exhibit A for Description of Premises.]

ARTICLE II - TERM AND RENT

- A. The term of this Lease is for one year beginning October 1, 1989, and ending September 30, 1990. The rental for this term shall be as indicated in the following rate schedule determined as follows:

- | | |
|--|-------------|
| 1. Approximately 6,680 square feet of space in the Killgore Center at the rate of \$5.70 per square foot per year. | \$38,076.00 |
| 2. Approximately 380 square feet of space in the entry way at the rate of \$3.00 per square foot per year. | \$1,140.00 |
| 3. 1.4 acres of land at the rate of \$9.29 per acre per year. | \$13.00 |
| Total annual rent | \$39,229.00 |

Rental shall be payable in quarterly increments of \$9,807.25 at the end of each quarter until the expiration or termination of this lease.

- B. If Lessor fails to deliver possession of the Premises exclusive of alterations as described in Article V herein to Lessee on commencement of this lease, Lessee may cancel this Lease by giving written notice to Lessor and shall be released from all duties and liabilities under this Lease. Lessor shall be liable for any damage or increased costs to Lessee in an amount not to exceed \$5,000 as a result of Lessor's failure to deliver possession. Such liability shall not apply if the failure to deliver possession arises out of causes beyond the control and without the fault or negligence of the Lessor. Such cause may include delays in construction caused by acts of God, material shortages, labor

-2-

strikes, prohibitive actions taken by laws, orders, and regulations of Federal, State, County, and Municipal authorities, and/or changes required by Lessee or lack of information required from Lessee. The rights and remedies of the Lessee in this paragraph are in addition to any other rights and remedies provided by law or under this Lease. If the rental period from the commencement of this Lease to the beginning of the next calendar month is less than a full calendar month, the rental payment shall be prorated to cover the fractional part of the month from the beginning date through the last day of that calendar month.

If Lessee does not cancel as provided above, the beginning date of this Lease shall be changed by supplemental agreement to coincide with the date the Premises are ready for beneficial occupancy. Occupancy for any partial month shall be prorated as provided herein.

If Lessee occupies the Premises prior to the above commencement date, such occupancy shall be subject to all provisions hereof, provided however that, such occupancy shall not advance the cancellation date. Occupancy for any partial month shall be prorated as provided herein.

ARTICLE III - OPTION TO EXTEND LEASE

- A. Automatic extension of this lease for twenty-four (24) additional successive terms of one year each shall occur unless Lessee provides written notice of cancellation to Lessor no later than sixty (60) days prior to the expiration of the current one year term.
- B. The annual rental for the first four additional successive years shall be the same as for the first year. Thereafter, for each succeeding five-year time period, the annual rental shall be renegotiated between the Lessor and the Lessee during the calendar year immediately preceding the next five-year time period.
- C. If for any reason the Lessee cancels this Lease Agreement prior to the completion of the four (4) consecutive payments described in Article V B, then in consideration for the modification to the Premises on behalf of the Lessee, the Lessee shall pay a cancellation charge to the Lessor no later than ninety (90) days from the date of cancellation in an amount equal to the payments remaining unpaid out of the total of the four (4) payments. Upon notice of cancellation of this lease, Lessee shall remove its property and restore the premises associated with the Center to its former condition, provided that Lessee reserves the right to abandon such property in place with the prior written consent of the Lessor.

-3-

ARTICLE IV - USE

The Premises shall be used and occupied by Lessee primarily for an alternate emergency operations center. Lessor and Lessee hereby agree and recognize that as part of the consideration of this agreement that Lessee accepts total responsibility for all Lessee's use of and activities conducted upon the Premises.

ARTICLE V - ALTERATIONS TO PREMISES

- A. In order to ready the Premises for beneficial occupancy, the Lessor shall modify the Premises in accordance with the requirements of Exhibits B and C attached hereto and made a part hereof as if copied herein verbatim. Upon completion of the requirements as described in Exhibits B and C, Lessor shall provide written notification to Lessee. Lessee shall provide written notification to Lessor of acceptance of the site alterations within ten (10) working days after receipt of written notification of completion by Lessor. Once Lessee has provided written notification to Lessor of acceptance of the site alteration, the increase in the quarterly installment payment of the yearly rental amount shall become due as provided below.
- B. The quarterly installment payment of the yearly rental amount, shall be increased by an estimated amount of \$7,565.00 for the alterations to existing premises as detailed in Exhibit B, effective the first full quarter after Lessee's acceptance of the modifications. Said increase shall continue for four (4) consecutive quarterly installment payments and shall constitute full and complete compensation for the improvements made by Lessor. Inasmuch as the site preparation costs are being recovered in accordance with this paragraph, future rental adjustments pursuant to Article III shall not take into account the value of such site preparation costs. The dollar value for alterations is an estimate of which the total cannot be exceeded without the prior approval of the Lessee. Upon completion of construction and acceptance by the Lessee the dollar value shall be adjusted upward or downward to reflect actual allowable costs incurred by the Lessor. Costs incurred hereunder shall be consistent with the allowable cost provisions of 48 CFR, Part 31.

ARTICLE VI - TAXES AND ASSESSMENTS

The Lessor shall pay, prior to delinquency, all real estate taxes, assessments, and charges which are levied, imposed, or assessed upon or against the Premises. If the Lessor fails to pay any such taxes, assessments, or charges for which Lessor is duly liable under the laws of the State of Texas prior to delinquency, the Lessee shall have the right to pay same and to deduct from any rent which may then or thereafter be due.

-4-

ARTICLE VII - UTILITY CHARGES

The Lessee shall pay all utility charges, including electricity, water, refuse removal, and gas or other fuel utilized in connection with occupancy of the premises.

The Lessor shall pay all charges for sewage disposal.

ARTICLE VIII - JANITORIAL SERVICES

The Lessee shall provide and pay for all janitorial services to keep the Premises in good and tenantable condition.

ARTICLE IX - MAINTENANCE AND REPAIR

- A. All matters regarding maintenance and repair of the Premises (and common areas, if applicable) shall be referred to: Texas Tech Farm Manager Texas Tech Research Farm, Rt. 2, Box 23A, Panhandle, Texas 79068, phone 806-335-1606 or, Dean, College of Agricultural Sciences, P. O. Box 4169, Lubbock, Texas 79409-2123 or Phone 806-742-2808.

Said individual or higher designee shall be available to receive such contacts during normal working hours.

- B. Except as identified in Paragraph D below, the Lessor shall provide and pay for all maintenance and repair of the Premises, including the building interior, exterior, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease in order to keep the same in good repair and tenantable condition, except for damage caused by Lessee, excluding normal wear and tear. The Lessor shall have the right to enter upon the Premises at reasonable times in order to inspect the same and to perform maintenance, repair, and replacement; however this right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises. Lessor agrees to comply with all security regulations of the Lessee when on the Premises.
- C. Maintenance, repair, and replacement services by the Lessor, in accordance with paragraph B, including:
1. Painting of interiors and exteriors of the buildings as required for good maintenance practice;
 2. Schedule routine preventive maintenance of existing building mechanical, electrical and heating, ventilation, and air conditioning (HVAC) systems to minimize breakdown;
 3. Repair or replacement of existing building mechanical, electrical and HVAC systems caused by wear and tear during ordinary use of these systems.

-5-

4. Grounds maintenance including complete grass, tree, and shrub care and cleanup, plus maintenance and repair of automatic underground sprinkler system (if installed);
 5. Pest control on interior and exterior of building to control ants, insects, rodents, or other common pests to maintain the Premises in tenantable condition;
 6. Replacement/repair of exterior and interior worn or failed structural components of the building;
 7. Replacement of floor and window coverings as needed.
 8. Perform or have performed all necessary inspections, fire extinguishers, fire alarm, and fire preventive equipment and systems in accordance with applicable laws and regulations.
- D. Maintenance, repair, and replacement services by the Lessee shall also consist of the following:
1. Snow removal and ice control in parking areas and sidewalks;
 2. Painting of interiors of buildings as required for Lessee purposes over and above that required for general maintenance;
 3. Relamping of interior and exterior light fixtures;
- E. In the event of emergencies or unscheduled utility service outages, the Lessee may perform such maintenance and/or repairs as are necessary to ensure continuity of critical operations or protection of research equipment. Extraordinary expenses incurred by the Lessee in such events shall be used as a basis for determining the amount the Lessor shall reimburse the Lessee for such expenses or for determining an equitable reduction in the rent.

ARTICLE X - NOTICES

Whenever, under this Lease, provision is made for demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, return receipt requested, postage prepaid, to the addressees below:

To the Lessor at: Dean, College of Agricultural Sciences
Texas Tech University
P. O. Box 4169
Lubbock, Texas 79409-2123

To the Lessee at: Area Manager
U. S. Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

-6-

ARTICLE XI - GENERAL PROVISIONS

Appendix "A," "General Provisions-Real Estate Lease," is attached hereto and made a part hereof.

ARTICLE XII - DAMAGE TO PROPERTY

In the event that either party damages or causes to be damaged property of the other, the party responsible for such damage shall reimburse the injured party for such damage.

ARTICLE XIII - SALE OR OTHER DISPOSAL OF LEASED PROPERTY

In the event that the Lessor sells or otherwise disposes of the Premises or any portion thereof, the Lessee or its assigns shall have the first option to purchase same.

ARTICLE XIV - FENCING, SECURITY/SAFETY DEVICES, AND ROADS

APPROVED The Lessee or its assigns may post the Premises as well as install and maintain such security/safety devices as may be required for its needs so long as Lessor's access to and use of Premises shall not be impaired. Such improvements shall remain the property of the U. S. Government. Lessee may, with Lessor's approval, which shall not be unreasonably withheld, may also establish and maintain such roads as it deems necessary to further the uses for which the Premises are leased.

IN WITNESS WHEREOF, the parties hereto have signed this Lease effective the day and year shown on page one.

Lessor Texas Tech University

Lessee U. S. Department of Energy

Signature

Signature

Name Robert W. Lawless
(Typed or Printed)

Name P. M. Ramey
(Typed or Printed)

Title President
(Typed or Printed)

Title Area Manager
(Typed or Printed)

Date 8/28/89

Date 9/1/89

TTU Contract No. MU556

Lease Agreement No. DE-RL04-89AL42111

LEASE AGREEMENT
FOR
BULL BARN AND SHEDS

This lease, made and entered into the 1st day of October 1989, by and between the United States Department of Energy, Lessee, and Texas Tech University, Lessor.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DESCRIPTION

The Lessor, for and in consideration of the rentals herein provided and the covenants and agreements herein contained, hereby leases to the Lessee the following described real property (hereinafter called the Premises):
[See Exhibit A for Description of Premises.]

ARTICLE II - TERM AND RENT

A. The term of this Lease is for one year beginning October 1, 1989, and ending September 30, 1990. The rental for this term shall be as indicated in the following rate schedule determined as follows:

- | | |
|---|-------------|
| 1. 2,300 square feet garage area @ \$1.45 per square foot per year. | \$3,335.00 |
| 2. 21,095 square feet of canopy at the rate of \$0.10 per square foot per year. | \$2,110.00 |
| 3. Approximately 3,900 square feet of space in the auditorium at the rate of \$3.10 per square foot per year. | \$12,090.00 |
| 4. 4.7 acres of land at the rate of \$8.94 per acre per year. | \$42.00 |
| Total annual rent | \$17,577.00 |

Rental shall be payable in quarterly increments of \$4,394.25 at the end of each quarter until the expiration or termination of this lease.

B. If Lessor fails to deliver possession of the Premises exclusive of alterations described in Article V herein to Lessee on the commencement of this lease, Lessee may cancel this Lease by giving written notice to Lessor and shall be released from all duties and liabilities under this Lease. Lessor shall be liable for any damage or increased costs to Lessee in an amount not to exceed \$5,000 as a result of Lessor's failure to deliver possession. Such liability shall not apply if the failure to deliver possession arises out of causes beyond the control and without the fault or negligence of the Lessor. Such cause may include delays in

-2-

construction caused by acts of God, material shortages, labor strikes, prohibitive actions taken by laws, orders, and regulations of Federal, State, County, and Municipal authorities, and/or changes required by Lessee or lack of information required from Lessee. The rights and remedies of the Lessee in this paragraph are in addition to any other rights and remedies provided by law or under this Lease. If the rental period from the commencement of this Lease to the beginning of the next calendar month is less than a full calendar month, the rental payment shall be prorated to cover the fractional part of the month from the beginning date through the last day of that calendar month.

If Lessee does not cancel as provided above, the beginning date of this Lease shall be changed by supplemental agreement to coincide with the date the Premises are ready for beneficial occupancy. Occupancy for any partial month shall be prorated as provided herein.

If Lessee occupies the Leased Premises prior to the above commencement date, such occupancy shall be subject to all provisions hereof, provided however that, such occupancy shall not advance the cancellation date. Occupancy for any partial month shall be prorated as provided herein.

ARTICLE III - OPTION TO EXTEND LEASE

- A. Automatic extension of this lease for twenty-four (24) additional successive terms of one year each shall occur unless Lessee provides written notice of cancellation to Lessor no later than sixty (60) days prior to the expiration of the current one year term.
- B. The annual rental for the first four additional successive years shall be the same as for the first year. Thereafter, for each succeeding five-year time period, the annual rental shall be renegotiated between the Lessor and the Lessee during the calendar year immediately preceding the next five-year time period.
- C. If for any reason the Lessee cancels this Lease Agreement prior to the completion of the four (4) consecutive payments described in Article V B, then in consideration for the modification to the Premises on behalf of the Lessee, the Lessee shall pay a cancellation charge to the Lessor no later than ninety (90) days from the date of cancellation in an amount equal to the payments remaining unpaid out of the total of the four (4) payments. Upon notice of cancellation of this lease, Lessee shall remove its property and restore the premises associated with the Bull Barn and Sheds to its former condition, provided that Lessee reserves the right to abandon such property in place with the prior written consent of the Lessor.

-3-

ARTICLE IV - USE

The Premises shall be used and occupied by Lessee primarily for an excess salvage storage area and general public auction staging area. Lessor and Lessee hereby agree and recognize that as part of the consideration of this agreement that Lessee accepts total responsibility for all Lessee's use of and activities conducted upon the Premises.

ARTICLE V - ALTERATIONS TO PREMISES

- A. In order to ready the Premises for beneficial occupancy, the Lessor shall modify the Premises in accordance with the requirements of Exhibits B and C attached hereto and made a part hereof as if copied herein verbatim. Upon completion of the requirements as described in Exhibits B and C, Lessor shall provide written notification to Lessee. Lessee shall provide written notification to Lessor of acceptance of the site alterations within ten (10) working days after receipt of written notification of completion by Lessor. Once Lessee has provided written notification to Lessor of acceptance of the site alteration, the increase in the quarterly installment payment of the yearly rental amount shall become due as provided below.
- B. The quarterly installment payment of the yearly rental amount, shall be increased by an estimated amount of \$20,453.50 for the alterations to existing premises as detailed in Exhibit B, effective the first full quarter after Lessee's acceptance of the modifications. Said increase shall continue for four (4) consecutive quarterly installment payments and shall constitute full and complete compensation for the improvements made by Lessor. Inasmuch as the site preparation costs are being recovered in accordance with this paragraph, future rental adjustments pursuant to Article III shall not take into account the value of such site preparation costs. The dollar value for alterations is an estimate of which the total cannot be exceeded without the prior approval of the Lessee. Upon completion of construction and acceptance by the Lessee the dollar value shall be adjusted upward or downward to reflect actual allowable costs incurred by the Lessor. Costs incurred hereunder shall be consistent with the allowable cost provisions of 48 CFR, Part 31.

ARTICLE VI - TAXES AND ASSESSMENTS

The Lessor shall pay, prior to delinquency, all real estate taxes, assessments, and charges which are levied, imposed, or assessed upon or against the Premises. If the Lessor fails to pay any such taxes, assessments, or charges for which Lessor is duly liable under the laws of the State of Texas prior to delinquency, the Lessee shall have the right to pay same and to deduct from any rent which may then or thereafter be due.

-4-

ARTICLE VII - UTILITY CHARGES

The Lessee shall pay all utility charges including electricity, water, refuse removal, and gas or other fuel utilized in connection with occupancy of the premises.

The Lessor shall pay all charges for sewage disposal.

ARTICLE VIII - JANITORIAL SERVICES

The Lessee shall provide and pay for all janitorial services to keep the Premises in good and tenantable condition.

ARTICLE IX - MAINTENANCE AND REPAIR

- A. All matters regarding maintenance and repair of the Premises (and common areas, if applicable) shall be referred to: Texas Tech Farm Manager Texas Tech Research Farm, Rt. 2, Box 23A, Panhandle, Texas 79068, phone 806-335-1606 or, Dean, College of Agricultural Sciences, P. O. Box 4169, Lubbock, Texas 79409-2123 or Phone 806-742-2808.

Said individual or higher designee shall be available to receive such contacts during normal working hours.

- B. Except as identified in Paragraph D below, the Lessor shall provide and pay for all maintenance and repair of the Premises, including the building interior, exterior, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease in order to keep the same in good repair and tenantable condition, except for damage caused by Lessee, excluding normal wear and tear. The Lessor shall have the right to enter upon the Premises at reasonable times in order to inspect the same and to perform maintenance, repair, and replacement; however this right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises. Lessor agrees to comply with all security regulations of the Lessee when on the Premises.
- C. Maintenance, repair, and replacement services by the Lessor, in accordance with paragraph B, including:
1. Painting of interiors and exteriors of the buildings as required for good maintenance practice;
 2. Schedule routine preventive maintenance of existing building mechanical, electrical and heating, ventilation, and air conditioning (HVAC) systems to minimize breakdown;
 3. Repair or replacement of existing building mechanical, electrical and HVAC systems caused by wear and tear during ordinary use of these systems.

-5-

4. Grounds maintenance including complete grass, tree, and shrub care and cleanup, plus maintenance and repair of automatic underground sprinkler system (if installed);
 5. Pest control on interior and exterior of building to control ants, insects, rodents, or other common pests to maintain the Premises in tenantable condition;
 6. Replacement/repair of exterior and interior worn or failed structural components of the building;
 7. Replacement of floor and window coverings as needed.
 8. Perform or have performed all necessary inspections, fire extinguishers, fire alarm, and fire preventive equipment and systems in accordance with applicable laws, and regulations.
- D. Maintenance, repair, and replacement services by the Lessee shall also consist of the following:
1. Snow removal and ice control in parking areas and sidewalks;
 2. Painting of interiors of buildings as required for Lessee purposes over and above that required for general maintenance;
 3. Relamping of interior and exterior light fixtures;
- E. In the event of emergencies or unscheduled utility service outages, the Lessee may perform such maintenance and/or repairs as are necessary to ensure continuity of critical operations or protection of research equipment. Extraordinary expenses incurred by the Lessee in such events shall be used as a basis for determining the amount the Lessor shall reimburse the Lessee for such expenses or for determining an equitable reduction in the rent.

ARTICLE X - NOTICES

Whenever, under this Lease, provision is made for demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, return receipt requested, postage prepaid, to the addressees below:

To the Lessor at: Dean, College of Agricultural Sciences
Texas Tech University
P. O. Box 4169
Lubbock, Texas 79409-2123

-6-

To the Lessee at: Area Manager
U. S. Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

ARTICLE XI - GENERAL PROVISIONS

Appendix "A," "General Provisions-Real Estate Lease," is attached hereto and made a part hereof.

ARTICLE XII - DAMAGE TO PROPERTY

In the event that either party damages or causes to be damaged property of the other, the party responsible for such damage shall reimburse the injured party for such damage.

ARTICLE XIII - SALE OR OTHER DISPOSAL OF LEASED PROPERTY

In the event that the Lessor sells or otherwise disposes of the Premises or any portion thereof, the Lessee or its assigns shall have the first option to purchase same.

ARTICLE XIV - FENCING, SECURITY/SAFETY DEVICES, AND ROADS

APPROVED The Lessee or its assigns may post the Premises as well as install and maintain such security/safety devices as may be required for its needs so long as Lessor's access to and use of Premises shall not be impaired. Such improvements shall remain the property of the U. S. Government. Lessee may with Lessor's approval, which shall not be unreasonably withheld, may also establish and maintain such roads as it deems necessary to further the uses for which the Premises are leased.

IN WITNESS WHEREOF, the parties hereto have signed this Lease effective the day and year shown on page one.

Lessor Texas Tech University

Lessee U. S. Department of Energy

Signature

Signature

Name Robert W. Lawless
(Typed or Printed)

Name P. M. Ramey
(Typed or Printed)

Title President
(Typed or Printed)

Title Area Manager
(Typed or Printed)

Date 8/28/89

Date 9/1/89

TTU Contract No. MU557

Lease Agreement No. DE-RL04-89AL42109

LEASE AGREEMENT
FOR
TRACT III

This lease, made and entered into the 1st day of October 1989, by and between the United States Department of Energy, Lessee, and Texas Tech University, Lessor.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DESCRIPTION

The Lessor, for and in consideration of the rentals herein provided and the covenants and agreements herein contained, hereby leases to the Lessee the following described real property exclusive of any other improvement on the premises not specifically provided for herein (hereinafter called the Premises): [See Exhibit A for Description of Premises.]

ARTICLE II - TERM AND RENT

A. The term of this Lease is for one year beginning October 1, 1989, and ending September 30, 1990. The rental for this term shall be as indicated in the following rate schedule determined as follows:

- | | |
|--|-------------|
| 1. 2,633 acres of land at the
rate of \$10.00 per acre per year. | \$26,330.00 |
| 2. Annual lease equivalent of the Hide Plant
at \$750.00 per month. | \$ 9,000.00 |
| Total annual rent | \$35,330.00 |

Rental shall be payable in quarterly increments of \$ 8,832.50 at the end of each quarter until the expiration or termination of this lease.

B. If Lessor fails to deliver possession of the Premises to Lessee on commencement of this Lease, Lessee may cancel this Lease by giving written notice to Lessor and shall be released from all duties and liabilities under this Lease. If the rental period from the commencement of this Lease to the beginning of the next calendar month is less than a full calendar month, the rental payment shall be prorated to cover the fractional part of the month from the beginning date through the last day of that calendar month.

If Lessee does not cancel as provided above, the beginning date of this Lease shall be changed by supplemental agreement to coincide with the date the Premises are ready for beneficial occupancy. Rent due for occupancy for any partial month shall be prorated as provided herein.

-2-

If Lessee occupies the Premises prior to the above commencement date, such occupancy shall be subject to all provisions hereof, provided however that, such occupancy shall not advance the cancellation date. Occupancy for any partial month shall be prorated as provided herein.

ARTICLE III - OPTION TO EXTEND LEASE

- A. Automatic extension of this lease for twenty-four (24) additional successive terms of one year each shall occur unless Lessee provides written notice of cancellation to Lessor no later than sixty (60) days prior to the expiration of the current one year term.
- B. The annual rental for the first four additional successive years shall be the same as for the first year. Thereafter, for each succeeding five-year time period, the annual rental shall be renegotiated between the Lessor and the Lessee during the calendar year immediately preceding the next five-year time period.

ARTICLE IV - USE

The Premises shall be used and occupied by Lessee primarily for a security and safety buffer zone. Lessor and Lessee hereby agree and recognize that as part of the consideration of this agreement that Lessee accepts total responsibility for all Lessee's use of and activities conducted upon the Premises.

ARTICLE V - TAXES AND ASSESSMENTS

The Lessor shall pay, prior to delinquency, all real estate taxes, assessments, and charges which are levied, imposed, or assessed upon or against the Premises. If the Lessor fails to pay any such taxes, assessments, or charges for which Lessor is duly liable under the laws of the State of Texas prior to delinquency, the Lessee shall have the right to pay same and to deduct from any rent which may then or thereafter be due.

ARTICLE VI - NOTICES

Whenever, under this Lease, provision is made for demand, notice, or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, return receipt requested, postage prepaid, to the addressees below:

To the Lessor at: Dean, College of Agricultural Sciences
Texas Tech University
P. O. Box 4169
Lubbock, Texas 79409-2123

-3-

To the Lessee at: Area Manager
U. S. Department of Energy
Amarillo Area Office
P. O. Box 30030
Amarillo, Texas 79120

ARTICLE VII - GENERAL PROVISIONS

Appendix "A," "General Provisions-Real Estate Lease," is attached hereto and made a part hereof.

ARTICLE VIII - DAMAGE TO PROPERTY

In the event that either party damages or causes to be damaged property of the other, then the party responsible for such damage shall reimburse the injured party for such damage.

ARTICLE IX - SALE OR OTHER DISPOSAL OF LEASED PROPERTY

In the event that the Lessor sells or otherwise disposes of the Premises or any portion thereof, the Lessee or its assigns shall have the first option to purchase same.

ARTICLE X - RETAINED AGRICULTURAL AND GRAZING USE BY LESSOR

There is reserved unto the Lessor, for so long as the Premises are leased by Lessee, the right to co-use or to lease such co-use of any unimproved portions of the land herein leased, for agricultural and grazing purposes which shall not interfere with safety and security requirements of the Lessee or its assigns, as determined solely by the Lessee.

The access of such co-users shall be subject to the right of the Lessee to evacuate all co-users for safety or security purposes. This right of evacuation shall also apply to Lessor's use of all structures and improvements on the premises, whether or not included as part of this lease agreement.

Lessee has the right to post and to control access to the leased property in accordance with Section 229 of the Atomic Energy Act of 1954, as amended.

ARTICLE XI - FENCING, SECURITY/SAFETY DEVICES, AND ROADS

The Lessee or its assigns may post the Premises as well as install and maintain such perimeter fencing and security/safety devices as may be required for its needs so long as Lessor's access to and use of Premises shall not be impaired. Such improvements shall remain the property of the U. S. Government. Lessee may, with Lessor's approval which shall not be unreasonably withheld, also establish and maintain such roads as it deems necessary to further the uses for which the Premises are leased. If under the provisions of this article Lessee prevents the Lessor's beneficial agricultural use of premises, Lessee shall compensate Lessor for the

-4-

fair market value thereof. The Lessor is responsible for installation and maintenance of any interior fencing required to separate grazing and agricultural areas allowed under Article X.

ARTICLE XII - PUMPING OF SEWAGE

As long as such activities do not unreasonably interfere with the purposes for which the Premises are leased to the Lessee, the Lessor may continue to discharge effluent waste water onto the Premises. However, Lessor assumes all responsibility for such actions and must maintain appropriate effluent waste water discharge permits in accordance with the laws and regulations of the State of Texas.

ARTICLE XIII - HIDE PLANT OPERATION

Lessor has cancelled all Hide Plant operations which shall remain vacant for the term of this Lease. The Lessor assumes all responsibility for remedial and restoration actions required by regulatory state agencies on this operation.

ARTICLE XIV - RESERVED REALTY

Lessor here specifically reserves an enclave (Ref. Exhibit A) to be retained for Texas Tech Research Farm activities and personnel area in Pantex Village. In the event that the Lessor sells or otherwise disposes of the enclave the Lessee or its assigns shall have the first option to purchase the enclave at the then current Fair Market Value.

IN WITNESS WHEREOF, the parties hereto have signed this Lease effective the day and year shown on page one.

Lessor Texas Tech University

Lessee U. S. Department of Energy

Signature

Signature _

Name Robert W. Lawless
(Typed or Printed)

Name P. M. Ramey
(Typed or Printed)

Title President
(Typed or Printed)

Title Area Manager
(Typed or Printed)

Date 8/28/89

Date 9/1/89

4. Lease Amendment No. 1 with U. S. Department of Energy - Pantex Plant Rifle Range
h. The following Lease Amendment No. 1 to the Department of Energy Lease for Pantex Plant Rifle Range is entered for informational purposes. Execution of this contract was authorized in the Minutes of the meeting of May 13, 1988, Item M141.

TTU Contract No. MU558
Lease Agreement No. DE-AC04-84AL24002

LEASE AMENDMENT NO. 1

This agreement, made on October 1, 1989 between Texas Tech University (hereinafter called "Lessor") and United States Department of Energy (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease agreement dated October 1, 1984 (Base Lease) for approximately 3,167 acres for a security and safety buffer zone located in Carson County, Texas (Lease Premises) for a term of one (1) year from October 1, 1984 to September 30, 1985 with options for ninety-eight (98) continuous and additional terms of one (1) year, the first commencing October 1, 1985; and

WHEREAS, under the conditions of the Base Lease four one year terms were exercised beginning October 1, 1985, October 1, 1986, October 1, 1987 and October 1, 1988; and

WHEREAS, Lessor and Lessee desire to amend the Base Lease to provide for improvements to Lease Premises; to provide for a five (5) year renewal of the Base Lease; to revise the quarterly installment rental payment amount as provided by the terms of the Base Lease; and to provide for cancellation charges payable by Lessee to Lessor.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Lessor agrees to an expanded use of the premises by Lessee and to permit Lessee to operate a Rifle Range as more specifically described below. In this regard, the Lessor also agrees to incur certain site preparation costs on the Leased Premises for the items indicated in Exhibit A, Alterations to Premises, in accordance with the plans and specification requirements of Exhibit B as prepared by the Lessee and approved by Lessor, which exhibits are attached hereto and incorporated herein. All materials and equipment required to perform the modifications are to be furnished by Lessor and remain the property of Lessor. The Lessee shall provide and pay for all maintenance and repair to keep the modifications in good and tenantable condition.
2. Lessee will utilize the Rifle Range on an average of 96 days per year during the term of this lease. Lessee will be cognizant of agricultural activities and will limit use of the Rifle Range during periods of planting, harvesting and cattle roundup performed by the Lessor. Prior to activating use of the Rifle Range, Lessee will police the range safety net area and alert any individuals within the safety net area that practice firing is scheduled to commence. The individuals must leave the safety net area and remain clear while practice firing is performed. Machinery, cattle or other equipment will not necessarily be removed prior to or during practice firing. Lessor and Lessee hereby agree and recognize that as part of the consideration of

Lease Agreement No. DE-AC04-84AL24002
Amendment No. 1

-2-

this agreement that Lessee accepts total responsibility for all Lessee's use of and activities conducted upon the premises. Further, Lessor shall have no right to supervise, participate or take part in any manner in Lessee's use of the Rifle Range. Lessor shall have no duty or obligation of any kind regarding the safety procedures implemented by Lessee in connection with the Rifle Range. Further, Lessor shall not be liable or responsible, in any manner, to Lessee or Lessee's employees, patrons, guests, visitors, or to any other person for any damage to property or injury or death to any person caused by Lessee's use of the Rifle Range. Lessor will be cognizant of Lessee's Rifle Range practice and qualification requirements and will limit agricultural activities to the extent possible for Lessee to meet the qualification standards and practice firing.

3. Lessor agrees to modify the premises in accordance with the requirements of Exhibits A and B, attached hereto and incorporated as if copied herein verbatim. Upon completion of the requirements as described in Exhibits A and B, Lessor shall provide written notification to Lessee. Lessee shall provide written notification to Lessor of acceptance of the site alterations within ten (10) working days after receipt of written notification of completion by Lessor. Once Lessee has provided written notification to Lessor of acceptance of the site alteration, the increase in the quarterly installment payment of the yearly rental amount shall become fixed and due as provided below.
4. The quarterly installment payment of the yearly rental amount, determined in accordance with the provisions of the Base Lease and this amendment, shall be increased by an estimated amount of \$14,442.50 per quarter to commence the first full quarter after Lessee's acceptance of the modifications as described in paragraph 1 above. Said increase shall continue for eight (8) consecutive quarterly installment payments and shall constitute full and complete compensation for the improvements made by Lessor. Inasmuch as the costs for the Rifle Range are being recovered in accordance with this Lease Amendment, future rental adjustments shall not take into account the value of such site preparation costs. The dollar value for the eight (8) quarterly installment payments is an estimate of which the total cannot be exceeded without the prior approval of the Lessee. Upon completion of construction and acceptance by the Lessee, the eight (8) quarterly installment payments shall be adjusted upward or downward to reflect actual allowable costs incurred by the Lessor. Costs incurred hereunder shall be consistent with the allowable cost provisions of 48 CFR, Part 31.

Lease Agreement No. DE-AC04-84AL24002
Amendment No. 1

-3-

5. If for any reason the Lessee cancels the Base Lease or amendments thereto prior to the completion of the eight (8) consecutive payments described above, then in consideration for the modification to the Lease Premises on behalf of the Lessee, the Lessee shall pay a cancellation charge to the Lessor no later than ninety (90) days from the date of cancellation in an amount equal to the number of payments remaining unpaid out of the total of the eight (8) payments. Upon notice of cancellation of the Base Lease or amendments thereto, Lessee shall remove its property and decontaminate any materials or objects associated with the use of the Rifle Range and restore the premises to its former condition, provided that Lessee reserves the right to abandon such property in place with the prior written consent of the Lessor.
6. The quarterly installment payment of the yearly rental amount, determined in accordance with Article III of the Base Lease shall be adjusted by \$3,958.75 effective at the end of each quarter beginning October 1, 1989. The amended annual rental for this term shall be \$47,505.00 per year and is in addition to Rifle Range costs as described in paragraph 4 above.
7. This Lease Amendment shall be subject to all of the covenants, agreements, and conditions contained in the aforesaid Base Lease dated October 1, 1984 except as herein amended.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first above written.

Lessor Texas Tech University

Lessee U. S. Department of Energy

Signature

Signature

Name Robert W. Lawless
(Typed or Printed)

Name P. M. Ramey
(Typed or Printed)

Title President
(Typed or Printed)

Title Area Manager
(Typed or Printed)

Date 8/28/89

Date 9/1/89

EXHIBIT A

ALTERATIONS TO PREMISES

- A. Construct an impact berm 50 yards further down range or behind the target line/holders for safety requirements. The berm is to be long enough to meet the required safety fan as specified in Army Regulation 385-63.
- B. Construct concrete shooting pads at the following yard lines and to the respective dimensions:

100 yard line -	8 feet wide X 150 feet long
200 yard line -	8 feet wide x 150 feet long
300 yard line -	8 feet wide x 150 feet long
500 yard line -	12 feet wide x 150 feet long

Each successive yard line should be elevated 12" to 18" higher than the preceding yard line, i.e., the 200 yard line should be 18" higher than the 100 yard line, etc. Natural ground contour should be used to an advantage.

- C. Construct a 24' x 24' concrete pad at the 500 yard line on the south end of the firing line.
- D. Construct a 40 feet x 100 feet all weather surfaced parking area west of the portable building for parking space.
- E. Construct a 16 feet wide all weather surfaced road from the tower/trailer and the south end of the shooting pads to a turn around point at the target building. This road shall be adjacent to the shooting pads to provide walking access if necessary to the targets.

5. a.

SUMMARY
August, 1989

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1989	888	\$253,160.85	83	\$67,237.11	5	\$157,397.00	976	\$477,794.96
August, 1988	719	\$881,752.57	109	\$78,785.89	57	\$473,357.84	885	\$1,433,896.30
CUMULATIVE:								
September 1, 1988 Through								
August 31, 1989	9027	\$8,490,562.98	2326	\$2,614,137.48	39	\$4,619,505.69	11392	\$15,724,206.15
September 1, 1987 Through								
August 31, 1988	7655	\$4,790,223.39	1661	\$2,033,123.35	90	\$902,583.64	9406	\$7,725,930.38

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

5. b.

SUMMARY
August, 1989

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1989	867	\$225,816.90	77	\$65,386.55	5	\$157,397.00	949	\$448,600.45
August, 1988	650	\$855,095.97	94	\$76,370.89	56	\$473,356.84	800	\$1,404,823.70
CUMULATIVE:								
September 1, 1988 Through								
August 31, 1989	8275	\$7,834,328.67	2165	\$2,008,690.81	34	\$3,234,840.39	10474	\$13,077,859.87
September 1, 1987 Through								
August 31, 1988	7127	\$3,771,215.01	1496	\$1,804,480.76	88	\$900,082.64	8711	\$6,475,778.41

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

5. c.

SUMMARY
August, 1989

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1989	720	\$182,652.27	21	\$2,530.00	5	\$157,397.00	746	\$342,579.27
August, 1988	485	\$799,583.69	56	\$60,494.22	56	\$473,356.84	597	\$1,333,434.75
CUMULATIVE:								
September 1, 1988 Through August 31, 1989	6364	\$6,639,963.22	492	\$1,116,822.13	33	\$3,234,838.39	6889	\$10,991,623.74
September 1, 1987 Through August 31, 1988	4289	\$2,938,954.46	732	\$616,619.18	86	\$877,210.77	5107	\$4,432,784.41

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared September 8, 1989

August
Month

1988-89
Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$15,456.75	\$949,785.54	\$183,627.12
B. Trusts & Bequests	0.00	901.00	0.00
Sub Total	\$15,456.75	\$950,686.54	\$183,627.12
2. NON-ALUMNI INDIVIDUALS			
A. General	\$51,844.87	\$694,264.19	\$710,637.67
B. Trusts & Bequests	0.00	346,774.50	120.00
Sub Total	\$51,844.87	\$1,041,038.69	\$710,757.67
3. CORPORATIONS			
A. Grants	\$235,261.15	\$1,224,995.39	\$2,522,258.96
B. Matching Gifts	2,555.00	55,316.50	261,520.16
Sub Total	\$237,816.15	\$1,280,311.89	\$2,783,449.12
4. FOUNDATIONS			
A. Grants	\$28,192.00	\$7,632,395.94	\$754,620.50
B. Matching Gifts	8,738.00	76,978.68	0.00
Sub Total	\$36,930.00	\$7,709,374.62	\$754,620.50
5. OTHER	\$531.50	\$10,212.00	\$0.00
GRAND TOTAL ALL RECEIPTS	\$342,579.27	\$10,991,623.74	\$4,432,784.41

Texas Tech University

MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE

August, 1989

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	20.00	8,485.00
2. Academic Divisions	97,976.84	867,837.27
3. Faculty Development	0	33,380.00
4. Research	6,641.00	778,530.06
5 a. Friends of the Library	260.00	3,775.00
b. KTXT-TV	5,382.50	249,366.97
c. Ex-Students Association	1,825.00	31,803.00
d. Southwest Collection	0	680.00
e. Museum	100.00	363,090.99
f. Ranching Heritage Center	827.23	12,058.55
g. Red Raider Club	0	700.00
h. Moms and Dads Association	0	25.00
i. Law School Foundation	0	2,529.00
j. Presidents Council	0	50.00
6. Student Financial Aid	58,301.70	468,990.78
7. Other Purposes	25.00	3,682,893.92
8. Matching Gifts	11,293.00	135,767.68
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	101,015.00
c. Endowed Scholarships	2,015.00	503,919.88
d. Endowed Programs	515.00	511,887.25
10a. GIK Equipment	157,397.00	353,514.13
b. GIK Buildings	0	2,864,288.94
c. GIK Land	0	0
d. GIK Mineral Interests	0	1.00
e. GIK Other	0	17,034.32
<u>Subtotal:</u>	\$342,579.27	\$10,991,623.74
11. Rents, Interest, Dividends, etc.	0	0
<u>TOTAL:</u>	\$342,579.27	\$10,991,623.74

5. d.

SUMMARY
August, 1989

Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1989	147	\$43,164.63	56	\$62,856.55	0	\$0.00	203	\$106,021.18
August, 1988	165	\$55,512.28	38	\$15,876.67	0	\$0.00	203	\$71,388.95
CUMULATIVE:								
September 1, 1988 Through August 31, 1989	1861	\$1,194,365.45	863	\$891,868.68	1	\$2.00	2725	\$2,086,236.13
September 1, 1987 Through August 31, 1988	2838	\$832,260.55	764	\$1,187,861.58	1	\$22,871.87	3603	\$2,042,994.00

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation

Prepared September 8, 1989

August
Month

1988-89
Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$625.00	\$565,016.07	\$169,752.03
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	\$625.00	\$565,016.07	\$169,752.03
2. NON-ALUMNI INDIVIDUALS			
A. General	\$76,181.18	\$485,854.58	\$431,087.79
B. Trusts & Bequests	70.00	26,170.00	642,907.01
Sub Total	\$76,251.18	\$375,085.23	\$635,227.17
3. CORPORATIONS			
A. Grants	\$17,060.00	\$358,161.23	\$592,225.49
B. Matching Gifts	1,360.00	16,924.00	43,001.68
Sub Total	\$18,420.00	\$375,085.23	\$635,227.17
4. FOUNDATIONS			
A. Grants	\$8,000.00	\$613,554.00	\$164,020.00
B. Matching Gifts	725.00	18,556.25	0.00
Sub Total	\$8,725.00	\$632,110.25	\$164,020.00
5. OTHER	\$2,000.00	\$2,000.00	\$0.00
GRAND TOTAL ALL RECEIPTS	\$106,021.18	\$2,086,236.13	\$2,042,994.00

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE
August, 1989

Board Minutes
October 7, 1989
Page 46

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	3,163.44
2. Academic Divisions	2,888.50	514,074.96
3. Faculty Development	0	48,039.00
4. Research	5,981.13	125,300.88
5 a. Friends of the Library	440.00	7,849.00
b. KTXT-TV	0	200.00
c. Ex-Students Association	0	3,925.00
d. Southwest Collection	0	403.34
e. Museum	2,025.00	37,135.00
f. Ranching Heritage Center	0	20.00
g. Red Raider Club	0	2,200.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	9,930.00	152,414.50
6. Student Financial Aid	19,790.00	160,241.97
7. Other Purposes	25.00	99,850.11
8. Matching Gifts	2,085.00	39,548.25
9 a. Endowment Chairs	0	25,380.59
b. Endowed Professorships	0	182,125.60
c. Endowed Scholarships	62,846.55	314,229.38
d. Endowed Programs	10.00	370,133.11
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	2.00
e. GIK Other	0	0
<u>Subtotal</u> :	\$106,021.18	\$2,086,236.13
11. Rents, Interest, Dividends, etc.	39,071.74	296,780.58
<u>TOTAL:</u>	\$145,092.92	\$2,383,016.71