

NOTICE OF MEETING
Board of Governors, Truman State University
Saturday, December 7, 2019

The Board of Governors for Truman State University will hold a meeting on Saturday, December 7, 2019, beginning at 1:00 p.m. The meeting will be held in the Conference Room (3000) of the Student Union Building located on the University campus in Kirksville, Missouri. The public is invited to attend.

The tentative agenda for the meeting is attached to this notice. Items L through P on the attached agenda are eligible for consideration in closed session under the provisions of Section 610.010 through 610.030 of the Revised Statutes of Missouri, commonly known as the Open Meetings Law. During the open session of the meeting, the Board of Governors will select the items of business to be conducted in closed session and will state its reasons for considering such items in closed session.

Persons with disabilities who may need assistance for the meeting should contact the President's Office at Truman State University (200 McClain Hall or by telephone 660-785-4100).

Dated this 29th day of November, 2019.

A handwritten signature in black ink, reading "Susan L. Thomas". The signature is written in a cursive style with a large, stylized initial "S".

Susan L. Thomas, Ph.D.
President of the University

TENTATIVE AGENDA
Board of Governors, Truman State University
Saturday, December 7, 2019

- 9:30 a.m. Board of Governors Policy Review Committee Meeting, Room 3201, Student Union Building (Governors Bonner, Cozette, Dameron, Miller and Crandall)
- 10:30 a.m. Board of Governors Academic and Student Affairs Committee Meeting, Room 3201, Student Union Building (Governors Dameron, Cozette, Middlemas and Crandall)
- 10:30 a.m. Board of Governors Budget and Capital Projects Committee Meeting, Room 3202, Student Union Building (Governors Miller, Bonner, O'Donnell and Crandall)
- 10:30 a.m. Board of Governors Finance and Auditing Committee Meeting, Room 3203, Student Union Building (Governors Burkemper, Gingrich, McClaskey and Crandall)
- 11:30 a.m. Holiday Board Luncheon, University Residence
- 1:00 p.m. Open Session of Board of Governors Meeting, Conference Room, Student Union Building
- ITEM A Call to Order and Chair Report
 - ITEM B Minutes for Open Session of Meeting on October 18, 2019
 - ITEM C Selection of Officers for 2020 Calendar Year
 - ITEM D Board Committee Appointments for 2020 Calendar Year
 - ITEM E President's Report
 - ITEM F Academic Affairs Report
 - ITEM F.1 Academic and Student Affairs Committee Report
 - ITEM G Finance and Auditing Committee Report
 - ITEM G.1 Financial Report
 - ITEM H Budget and Capital Projects Committee Report
 - ITEM H.1 Construction Projects Report
 - ITEM H.2 Contracts for Construction Projects and Equipment Purchases Report
 - ITEM H.3 Construction Project – Greenwood Center Abatement Project
 - ITEM H.4 Construction Project – Soccer/Tennis Restroom Project
 - ITEM H.5 Architectural Services – McClain Hall Elevator Project
 - ITEM H.6 Housing and Food Plan Charges
 - ITEM H.7 Salary Policies 2020
 - ITEM I Agenda Items for Future Meetings
 - ITEM J Dates for Future Meetings
 - ITEM K Agenda Items for Closed Session
- Closed Session of Board of Governors Meeting
- ITEM L Minutes for Closed Session of Meeting on October 18, 2019
 - ITEM M Personnel Actions Report
 - ITEM M.1 Professional Leaves
 - ITEM M.2 Academic Tenure
 - ITEM N General Counsel Report
 - ITEM O Real Estate
 - ITEM P Motion to Adjourn

ITEM A

Call to Order and Chair Report

DESCRIPTION AND BACKGROUND

Governor Laura A. Crandall, Chair of the Board, will call the meeting to order, recognize Board members participating by phone or absent, and provide a Chair Report as needed.

RECOMMENDED ACTION

This is a discussion item only.

ITEM B
Minutes for Open Session of Meeting on October 18, 2019

RECOMMENDED ACTION

BE IT RESOLVED that the minutes for the open session of the meeting on October 18, 2019, be approved.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ATTACHMENT

Minutes for Open Session of Meeting on October 18, 2019

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The Board of Governors for Truman State University met on Friday, October 18, 2019, on the University campus in Kirksville, Missouri. The meeting was held in the Conference Room of the Student Union Building. The open session of the meeting was called to order shortly after 1:00 p.m. by the Chair of the Board of Governors, Laura A. Crandall.

Participating in the meeting were six voting members: Sarah Burkemper, Cheryl J. Cozette, Laura A. Crandall, Jennifer Kopp Dameron, Nancy Gingrich and K. Brooks Miller, Jr. Board member Jim O'Donnell was unable to participate. His absence was recorded as excused.

Also participating in the meeting were all three non-voting members: David Lee Bonner and Mike McClaskey, the two out-of-state members, and Tiffany Middlemas, student representative.

Call to Order

Governor Crandall, Chair of the Board, called the meeting to order shortly after 1:00 p.m. and welcomed all in attendance.

Minutes for Open Session of Meeting on August 3, 2019

Governor Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on August 3, 2019, be approved.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Recognition of Former Governor Mike LaBeth

Former Governor Mike LaBeth was recognized for his service on the Board of Governors from January 2013 through June 2019. A resolution of appreciation was approved by the Board at their June 15th meeting. A framed copy of the resolution was presented to Governor LaBeth.

President's Report

Dr. Susan L. Thomas, University President, provided a report on several items of current interest. President Thomas shared a selected engagements report detailing her activities since her last report to the Board. Within that report, she highlighted a number of items including her participation in a meeting with Missouri Governor Mike Parson and the Council on Public Higher Education (COPHE) leadership and a reception where Governor Parson awarded Missouri Public Safety Medals to a total of 18 first responders and 6 civilians for heroic and live-saving actions in 2018, including Tyler Preston, Gabriel Gowen, and Jordan Lambay, three Truman students nominated by the Kirksville Police Department. Dr. Thomas reported that the Missouri Department of Conservation has awarded Truman a \$10,000 Tree Resource Improvement and Maintenance (TRIM) Grant, a grant given to several government entities and nonprofit groups for the care of publicly owned trees. She also provided an update on the work of SME, the firm selected to assist the University with branding and marketing, and shared a new university alma mater and fight song that the University will begin using in addition to the

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current alma mater and fight song. Finally, President Thomas congratulated Governor Crandall and her husband, Erin, on their tenth wedding anniversary.

Advancement/Foundation Board Report

Dr. Ernie Hughes, Vice President for University Advancement, provided a report on Advancement and the Foundation Board.

Revision to Alumni Association Bylaws

Governor Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the amended Bylaws of the Truman State University Alumni Association are hereby approved with the additional change of deleting the word "business" on Page 2, Article III, Section 2. Changes to the Bylaws are shown on Exhibit A by deleting the language where the text has been ~~struck through~~, by adding new language shown which has been underlined, and by moving text which has been ~~double struck through~~ to the location of text which has been double underlined. In all other respects, the Bylaws remain unchanged and in effect.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted. The Secretary designated a copy of the document as Exhibit A.

Annual Staff Council Report

Kara Jo Levery, Chair of Staff Council and Career Ready Coach in the University Career Center, provided the annual report from Staff Council.

Enrollment Management Report

Dr. Tyana Lange, Vice President for Enrollment Management and Marketing, provided an enrollment management report.

Finance and Auditing Committee Report

Governor Burkemper, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held on October 15.

Audit Report

Representatives of RubinBrown LLP accounting firm reviewed a draft of the annual audit of the University.

Financial Report

Governor Burkemper presented the Financial Report which includes a review as of August 31, 2019, of education and general revenues and expenditures and auxiliary systems revenues and expenditures and a review as of August 31, 2019, of the Truman State University Foundation revenues and expenditures.

Resolution Amending Chapter 11 of the Code of Policies of the Board of Governors Pertaining to Faculty and Staff Discount for Enrollment Fees

Governor Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that Section 11.090 of Chapter 11 of the Code of Policies, titled Faculty and Staff Discount for Enrollment Fees is hereby amended to clarify the application of the discount. Changes to Section 11.090 are shown in the text below by deleting the language shown in **[brackets and bold type]** and by adding new language shown in **bold underlined italics**. In all other respects, Section 11.090 remains unchanged and in effect.

11.090. Faculty and Staff Discount for Enrollment Fees. Current officers and full-time employees of the University hired prior to September 1, 2012 are accorded a 75 percent reduction in enrollment fees for **[regular on-campus]** classes for academic credit at the University. The same reduction is accorded to spouses and children of such officers or full-time employees. The same reduction is also accorded to former full-time employees and to their spouses and children, if such former full-time employee:

- (1) is disabled and has been granted a written leave of absence from the University due to such disability, or
- (2) has retired from the University and been granted emeritus status, or
- (3) has retired from the University with a minimum of fifteen (15) years of service to the University, or
- (4) has completed at least ten years full time-employment service with the University and who was employed by the University on a full-time basis at the time of his or her death.

For all new full-time employees hired after September 1, 2012, the following additional rules shall apply:

- (1) New full-time employees must be employed by the University for one year before they will be accorded a 75 percent reduction in enrollment fees for **[regular on-campus]** classes for academic credit at the University.
- (2) This same waiting period shall apply to spouses and children of such new full-time employees. The amount of the fee reduction for **[regular on-campus]** classes for

academic credit at the University for spouses and children of new full-time employees shall be 75 percent.

Definitions:

--For the purpose of this policy, the term "officers" means the members of the Board of Governors and the other persons designated as officers in the bylaws of the Board of Governors, who are in office at the beginning of the applicable classes.

--The term "full-time employees" means the persons who were employed by the University prior to September 1, 2012 on a full-time basis, and who continue in such employment at the beginning of the applicable classes. Former full time employees who resume full time employment with the University subsequent to September 1, 2012 are considered "new full time employees" under this policy.

--The term "new full-time employees" means the persons who began employment with the University subsequent to September 1, 2012 on a full-time basis and who continues in such employment at the beginning of the applicable classes.

--The term "spouses" means the persons legally married to qualified officers or employees at the beginning of the applicable classes.

--The term "children" means: (1) natural or legally adopted children under the age of twenty-five (25) at the beginning of applicable classes, or (2) step-children who are legal dependents for income tax purposes and under the age of twenty-five (25) at the beginning of the applicable classes.

--The reduction in enrollment fees is not available for other relatives of such officers and employees even though such relative may live with, be supported by, or be the legal ward of such officers or employees.

--The reduction in enrollment fees applies only to in-state enrollment fees for regularly scheduled [on-campus] classes.

The reduction in enrollment fees does not apply to courses where enrollment fees are established or received by institutions other than Truman State University. The reduction in enrollment fees also [and] does not apply to other charges, such as out-of-state tuition, course overload charges, program fees, supplemental class fees, dual enrollment fees, residence hall charges, travel costs, summer camp fees, workshop fees, academy fees, or off-campus course fees.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Academic and Student Affairs Committee Report

Governor Dameron, Chair of the Academic and Student Affairs Committee, provided a report on the committee meeting held on October 10.

Budget and Capital Projects Committee Report

Governor Miller, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held on October 15.

Construction Projects Report

Governor Miller provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases

Governor Miller reported that one construction project totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

<u>Project Name</u>	<u>Cost</u>
Asphalt Paving Project	\$60,831

Construction Project – Replacement Storage Building Project

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Replacement Storage Building Project	\$389,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted. The Secretary designated a copy of the document as Exhibit B.

Construction Project – Greenwood Site Development Project

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Greenwood Site Development Project	\$953,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted. The Secretary designated a copy of the document as Exhibit C.

Environmental Consulting Services – Abatement Design and Project Oversight for Greenwood Center
Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from Farmer Environmental Services, LLC to provide environmental consulting services for the Greenwood Center, with the fees and work for such project to be within the guidelines of the proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to execute a contract with the firm for the project; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to and made a part of the minutes for this meeting.

The motion was seconded by Governor Burkemper and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted. The Secretary designated a copy of the document as Exhibit D.

Policy Review Committee

Governor announced the appointment of a Policy Review Committee to review the Board of Governors Honorary Degrees policy for possible revision. The members of the committee include:

David Lee Bonner
Cheryl J. Cozette
Laura A. Crandall, ex officio
Jennifer Kopp Dameron
K. Brooks Miller, Jr.

Agenda Items for Future Meetings

The Board reviewed a list of projected agenda items for the regular meetings during the next year.

Dates for Future Meetings

Governor Burkemper moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, December 7, 2019, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

Saturday, February 8, 2020;
Saturday, April 4, 2020;
Saturday, June 13, 2020;
Saturday, August 1, 2020; and
Friday, October 23, 2020.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

Agenda Items for Future Meetings

Governor Gingrich moved the adoption of the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for "Records which are protected from disclosure by law";
2. Individual personnel actions under Subsection 3 of the statute for "Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded";
3. Confidential communications with the General Counsel; and
4. Purchase or sale of real estate under Subsection 2 of the statute for "Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and

BE IT FURTHER RESOLVED that if any business not covered by the stated reasons for the closed session is raised during the closed session, then this meeting

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shall be reopened to the public and an announcement about a resumption of the open session shall be made in the hallway outside of the meeting room.

The motion was seconded by Governor Miller and carried by a unanimous vote of 6 to 0. Governor Crandall declared the motion to be duly adopted.

The closed session of the meeting began shortly after 3:00 p.m.

K. Brooks Miller, Jr.
Secretary of the Board of Governors

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 7th day of December, 2019.

Laura A. Crandall
Chair of the Board of Governors

ITEM C

Selection of Officers for 2020 Calendar Year

DESCRIPTION AND BACKGROUND

Governor Crandall appointed the nominating committee of Governors Cheryl J. Cozette, Mike McClaskey and herself to provide a proposed slate of officers for the 2020 Calendar Year. As per the Bylaws of the Board of Governors, the newly elected officers shall take office for a term of one year commencing at the first regular meeting of the calendar year.

RECOMMENDED ACTION

BE IT RESOLVED that the following persons be duly elected officers of the Truman State University Board of Governors, taking office for a term of one year commencing at the first regular meeting of the 2020 Calendar Year.

Chair	Jennifer Kopp Dameron
Vice Chair	K. Brooks, Miller, Jr.
Secretary	Sarah Burkemper

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ITEM D
Board Committee Appointments for 2020 Calendar Year

DESCRIPTION AND BACKGROUND

Annual Board committee appointments, which take effect at the first regular meeting of the calendar year, will be announced at the December meeting.

RECOMMENDED ACTION

This is a discussion item only.

Board Committee Appointments for 2020 Calendar Year

Academic and Student Affairs

- Cheryl J. Cozette, Committee Chair
- David Lee Bonner
- Tiffany Middlemas
- Jennifer Kopp Dameron, ex officio

Budget and Capital Projects

- K. Brooks Miller, Jr., Committee Chair
- Nancy Gingrich
- Jim O'Donnell
- Jennifer Kopp Dameron, ex officio

Finance and Auditing

- Sarah Burkemper, Committee Chair
- Laura A. Crandall
- Mike McClaskey
- Jennifer Kopp Dameron, ex officio

Honorary Degrees

- Laura A. Crandall, Committee Chair
- Nancy Gingrich
- Mike McClaskey
- Tiffany Middlemas
- Jennifer Kopp Dameron, ex officio

Members of the Truman State University Foundation Board of Directors

- Laura A. Crandall
- Jennifer Kopp Dameron
- K. Brooks Miller, Jr.

ITEM E
President's Report

DESCRIPTION AND BACKGROUND

Dr. Susan L. Thomas, University President, will provide a report on several items of current interest.

RECOMMENDED ACTION

This is a discussion item only.

ITEM F
Academic Affairs Report

DESCRIPTION AND BACKGROUND

Dr. Janet Gooch, Executive Vice President for Academic Affairs and Provost, will provide a report on several items of current interest.

RECOMMENDED ACTION

This is a discussion item only.

ITEM F.1**Academic and Student Affairs Committee Report****DESCRIPTION AND BACKGROUND**

Governor Jennifer Kopp Dameron, Chair of the Academic and Student Affairs Committee, will provide a report on the committee meeting held earlier in the day.

RECOMMENDED ACTION

This is a discussion item only.

ITEM G**Finance and Auditing Committee Report****DESCRIPTION AND BACKGROUND**

Governor Sarah Burkemper, Chair of the Finance and Auditing Committee, will provide a report on the committee meeting held earlier in the day.

RECOMMENDED ACTION

This is a discussion item only.

ITEM G.1
Financial Report

DESCRIPTION AND BACKGROUND

The Financial Report includes a review as of October 31, 2019, of education and general revenues and expenditures and auxiliary systems revenues and expenditures and a review as of October 31, 2019, of the Truman State University Foundation revenues and expenditures.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Truman State University Financial Report

Truman State University Financial Report

October 31, 2019 compared to October 31, 2018

Education & General (Pages A1-A3)

Revenues fell by \$1.7M (4.2%) to \$39.8M primarily due to a \$1.9M tuition shortfall. While the price of FY20 tuition was increased by 5%, the loss of revenue was the result of 622 fewer students enrolled for the fall semester compared to a year ago. The revenue distribution over the last three fiscal years is outlined in Figure 1. After four months, overall revenues were at 42.2% of the fiscal 2020 budget.

State appropriations increased by \$323,332 to \$13.5M. In addition to the aforementioned unfavorable tuition variance, there was also a \$249,487 decrease in course and other fees. Study abroad revenues were \$378,156 behind prior year as a result of 50% fewer students participating in these programs. Revenue shortfalls were partially offset by a \$93,807 increase in other income mainly due to year-over-year improvements in investment unrealized gains and interest. Variances in local fee revenue (excluding tuition) are outlined in Figure 2 below.

Figure 1: Education & General Revenues

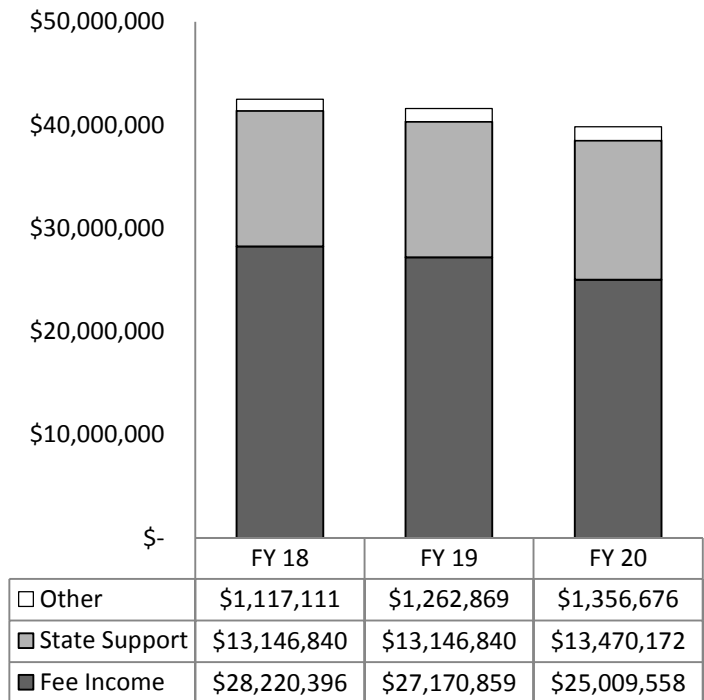
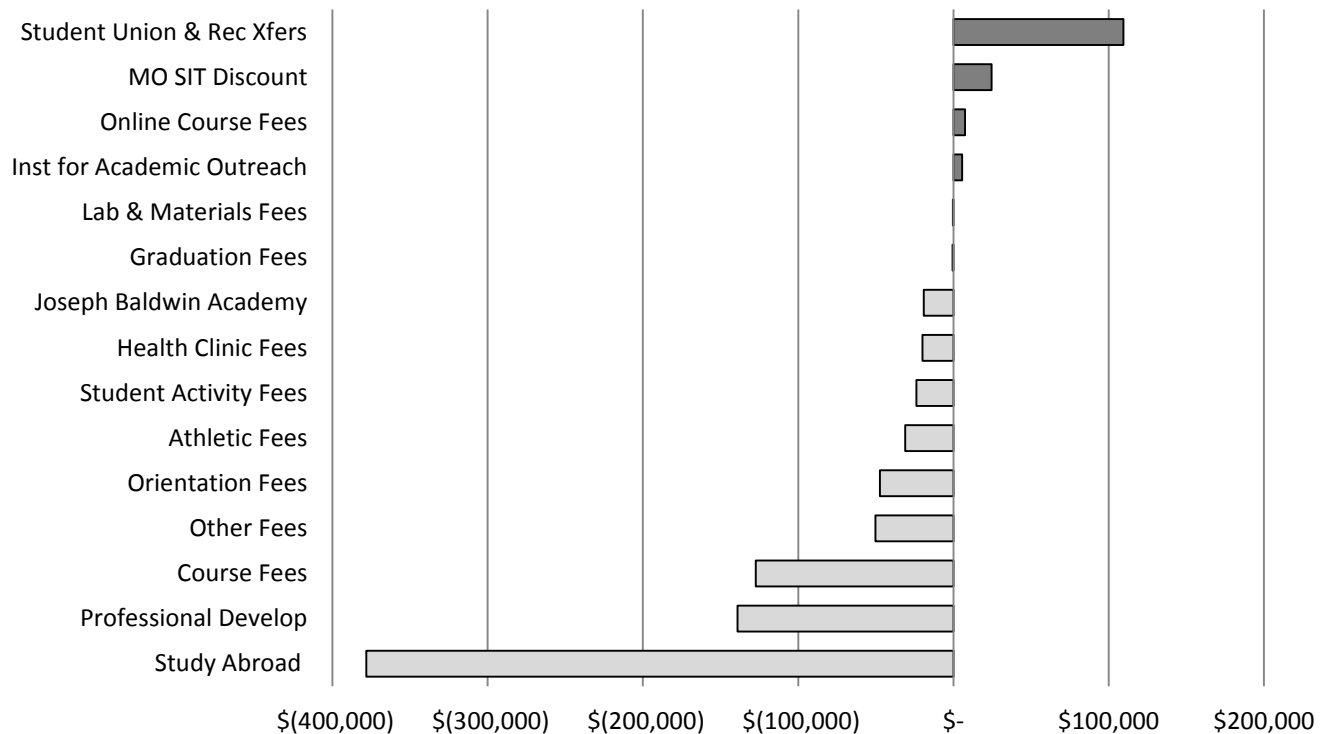


Figure 2: Local Fee Revenue Variances (FY 19 to FY 20)



Expenses fell by \$247,031 (1%) to \$32M primarily due to a \$696,607 (6.5%) decrease in institutional aid resulting from 202 fewer freshman students.

University salaries fell by \$179,961 (1.8%) to \$10M. A 3% wage increase took effect in August 2018, but the salary increase was offset by a reduction of 16 faculty and staff. Student employment costs also fell by \$25,177 (2.1%) to \$1.2M. Fringe benefits grew by \$309,110 (7.9%) to \$4.2M due to a \$171,412 increase in retirement costs attributable to a 1.56% increase in the MOSER's contribution rate. Employee insurance costs also grew by \$88,048.

The last three fiscal years' expenses are outlined in Figure 3. After four months, expenditures were 32.6% of the fiscal 2020 budget. Other operating expense variances were identified in the following categories:

- Equipment increased by \$462,163 due to comparatively low spending at this time last year of \$23,323. Fiscal year 2020 costs included updated planetarium equipment \$(144,500), the Pershing Arena video board (\$118,021), replacement of two fleet vehicles (\$46,540), and replacement of one commercial mower and two utility vehicles (\$39,484).
- Professional services grew by \$161,712 (23.2%) due to increased marketing and branding costs associated with SME (\$222,424).
- Office Contracts grew by \$77,925 (8.7%). Due to last year's contract renegotiation with Ellucian, Banner ERP software expenses in the prior year were not fully paid until November 2018.
- Travel fell by \$183,845 (24.8%) due to low Study Abroad enrollment and less employee travel.
- Supplies fell by \$89,145 (11.6%) due to a \$90,398 decrease in network supplies and software.

Auxiliary Systems (Pages B1-B3)

Auxiliary revenues fell by \$1.4M (11.1%) to \$11.3M primarily due to a \$1.3M shortfall in residence hall income attributable to a reduction of 369 residents for the fall semester.

The revenue distribution over the last three fiscal years is outlined in Figure 4. After four months, overall revenues were at 45% of the fiscal 2020 budget.

Reduced enrollment also impacted the Student Union and Recreation Center. Fees in these areas fell by \$52,590 and \$72,462, respectively. Other auxiliary revenue remained consistent year over-year.

Figure 3: Education & General Expenses

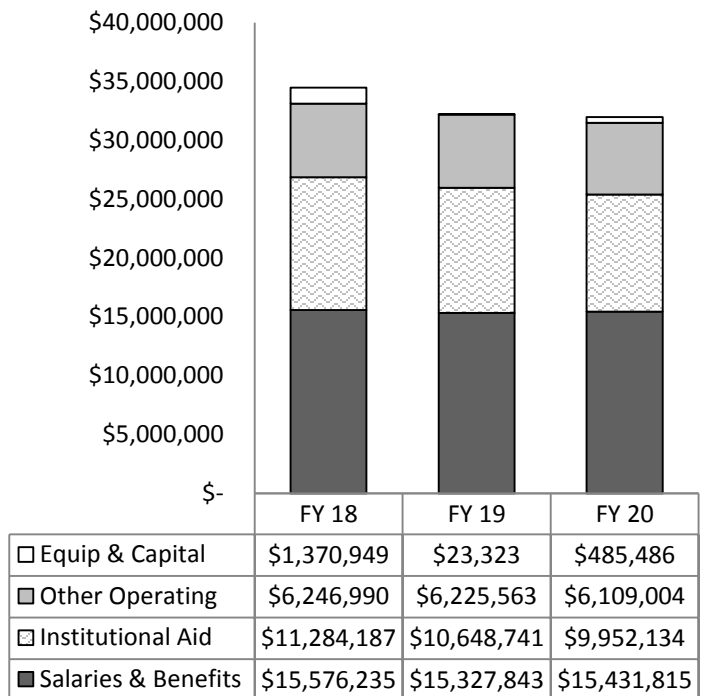
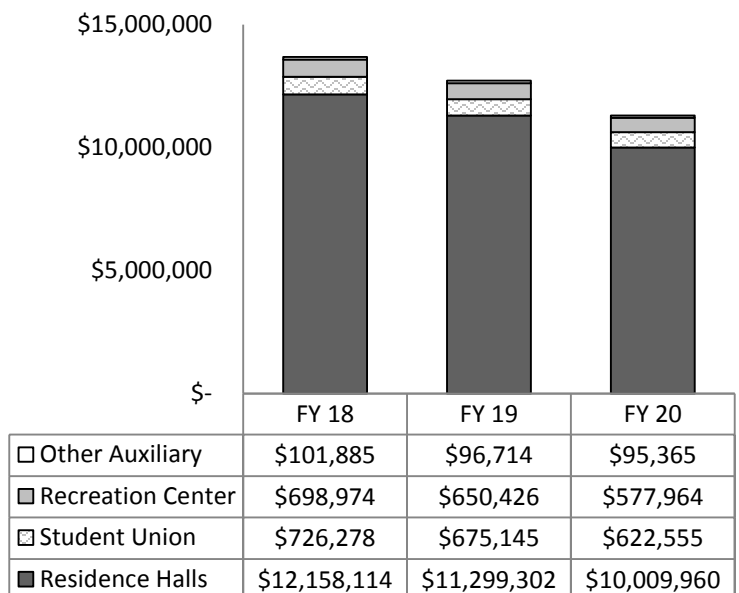


Figure 4: Auxiliary Revenues

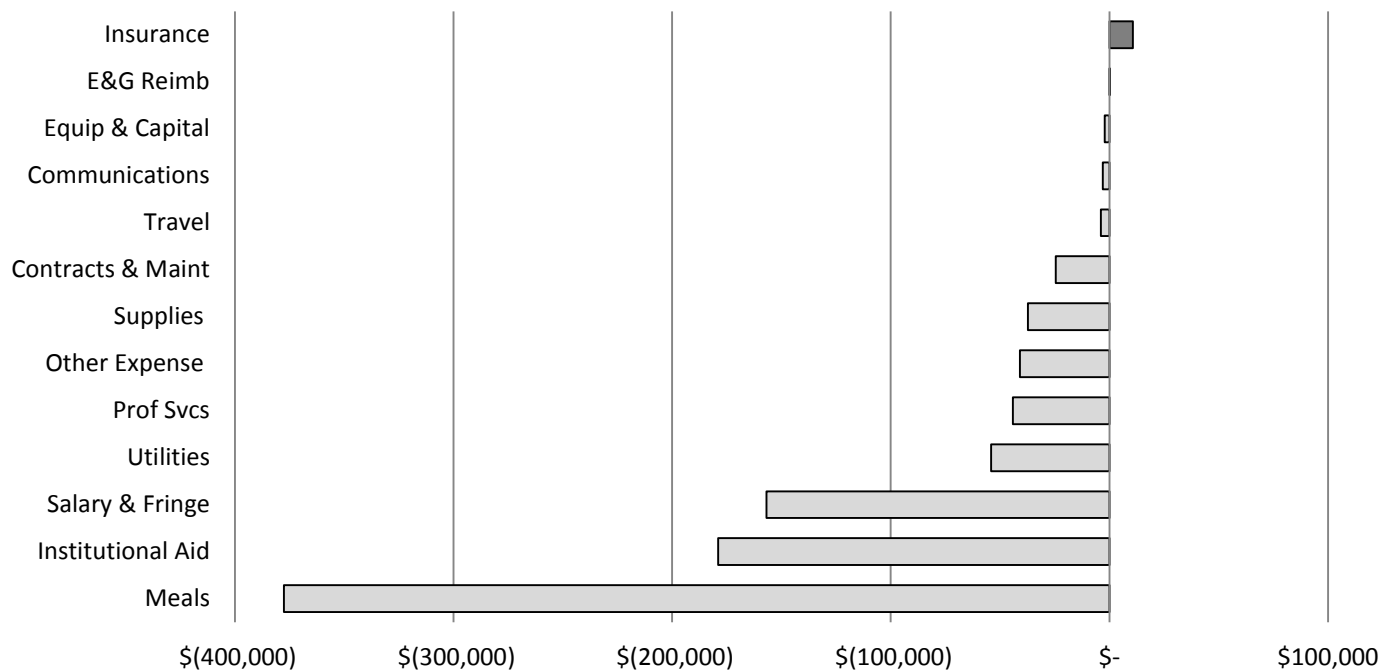


Auxiliary expenses fell by \$912,344 (11.8%) to \$6.8M due to a \$377,601 decrease in meal costs and a \$178,928 reduction in institutional aid. Other variances were identified in the following categories:

- Salary and fringe benefits decreased by \$156,909 (9.2%) due to vacancies in Residential Life.
- Utilities expense fell by \$54,100 (7.8%) due to decreased costs associated with the Dobson Hall closure and also due to relatively cooler summer temperatures compared to prior year.
- Maintenance and Repair costs fell by \$44,661 (66.5%) largely due to non-recurring sprinkler system and entry door repairs that took place in the prior year at a combined cost of \$27,542.
- Professional Services fell by \$44,155 (23.1%) based on a decrease in contractual costs paid to Johnson Controls for the automation of the HVAC and fire control systems throughout campus.

After four months, overall expenses were at 26.5% of the fiscal 2020 budget. Year-over-year expense variances are outlined in Figure 5.

Figure 5: Auxiliary Expense Variances (FY 19 to FY 20)



Truman State University Foundation (Pages C1-C3)

Statement of Net Position (Page C1)

Fiscal year-to-date net position was \$58.5M (a \$5.3M improvement over prior year). Current assets grew by \$1.9M due to a corresponding increase in short-term investments. The increase in short-term investments included a \$600,000 contribution from the Sunderland Foundation for upcoming improvements to the Greenwood Autism Center. The short-term investment variance was also caused by certain transfers from the endowed fund to support the annual budgets for specific current uses of restricted and unrestricted funds including the Truman Fund for Excellence and the Restricted University Department budgets. These funds were transferred to short-term investments later during the prior fiscal year creating a notable timing difference. Other current assets including cash, interest receivable and the current portion of loans receivable were largely consistent year-over-year.

Non-current assets grew by \$3.2M to \$53.7M based on a corresponding increase in long-term investment of \$3.1M (primarily on an unrealized basis). In addition, the receivable associated with loans to students also grew by \$212,094.

Current liabilities decreased by \$26,049 to \$161,052. Current liabilities consisted of \$93,807 in accounts payable, \$53,406 in annuities and trusts payable and \$13,840 in potentially refundable contributions related to the men's tennis and wrestling teams. In the event these conditional contributions meet the established thresholds for funding the aforementioned athletic programs, then the donations will be reclassified as assets in a future period.

Statement of Revenues, Expenditures and Changes in Net Position (Page C2)

Contributions and additions to permanent endowments were \$1.5M (a \$404,225 increase over prior year). The fiscal year-to-date investment gain (net of fees) was \$958,715 compared to a \$1.1M investment loss a year ago. Interest and dividends fell by \$112,960, and unrealized gains also fell by \$2.1M. However, realized gains increased by \$4.3M due in part to the liquidation of 79,350 shares of Russell Growth and Value funds. These proceeds were reinvested during September in various Fidelity funds.

Expenses and transfers totaled \$2.1M this year compared to \$1.4M a year ago. The variance was due to a corresponding \$1M increase in plant transfers to Truman State University for the Sandra K. Giachino-Reavey Sesquicentennial Plaza and \$55,182 for improvements to the Ruth Towne Museum.

Investments Schedule (Page C3)

Foundation investments (including endowments, short-term, long-term, trusts & annuities) grew year-over-year by \$5.1M to \$57.8M. The Foundation also holds an interest in three trusts excluded from the financial statements. These trusts increased in value by \$277,129 over prior year to \$3.9M.

**Truman State University
Educational & General
Budget to Actual
For the period ending October 31**

	FY20 Budget	FY20 To Date	Percent of Budget This Year	Percent of Budget Last Year
Education & General				
Revenues				
State Sourced Income	\$ 41,660,322	\$ 13,470,172		
Local Income	\$ 52,807,896	\$ 26,366,234		
Total Budgeted Revenues	\$ 94,468,218	\$ 39,836,406	42.17%	43.66%
Rollover from prior year	\$ 3,694,896			
Total Resources to Spend	\$ 98,163,114			
Expenses				
Salaries & Fringe Benefits				
Faculty/Staff Salaries	\$ 37,125,575	\$ 9,997,246	26.93%	
Student Employment	\$ 4,077,692	\$ 1,201,555	29.47%	
Fringe Benefits	\$ 15,277,435	\$ 4,233,014	27.71%	
Total Salaries & Fringe Benefits	\$ 56,480,702	\$ 15,431,815	27.32%	27.18%
Equipment & Capitalized Expense	\$ 3,153,726	\$ 485,486	15.39%	0.79%
Operations				
Other Expense	\$ 15,485,686	\$ 5,277,154	34.08%	
Institutional Aid	\$ 20,143,000	\$ 9,952,134	49.41%	
Utilities	\$ 2,900,000	\$ 831,850	28.68%	
Total Operations	\$ 38,528,686	\$ 16,061,138	41.69%	42.76%
Total Education & General Expense	\$ 98,163,114	\$ 31,978,439	32.58%	32.59%

**Truman State University
Operating Receipts by Fund
For the period ending October 31**

	<u>FY18 Receipts</u>	<u>FY19 Receipts</u>	<u>FY20 Receipts</u>	<u>Change FY19 to FY20</u>	<u>% Change FY19 to FY20</u>
Education & General					
State Appropriation					
State Appropriation	\$ 13,146,840	\$ 13,146,840	\$ 13,470,172	\$ 323,332	2.46%
Total State Sourced Income	<u>\$ 13,146,840</u>	<u>\$ 13,146,840</u>	<u>\$ 13,470,172</u>	<u>\$ 323,332</u>	<u>2.46%</u>
Enrollment Fees					
Enrollment Fees	\$ 26,285,314	\$ 24,698,003	\$ 22,786,189	\$ (1,911,814)	-7.74%
Course Fees	\$ 977,551	\$ 1,249,659	\$ 1,122,295	\$ (127,364)	-10.19%
Other Fees	\$ 251,640	\$ 521,651	\$ 474,381	\$ (47,270)	-9.06%
Student Activity Fees	\$ 241,238	\$ 214,923	\$ 191,108	\$ (23,815)	-11.08%
Athletic Fees	\$ 317,057	\$ 297,096	\$ 265,936	\$ (31,160)	-10.49%
Health Clinic Fees	\$ 147,596	\$ 189,527	\$ 169,649	\$ (19,878)	-10.49%
Total Student Fees	<u>\$ 28,220,396</u>	<u>\$ 27,170,859</u>	<u>\$ 25,009,558</u>	<u>\$ (2,161,301)</u>	<u>-7.95%</u>
Other Income	\$ 1,117,111	\$ 1,262,869	\$ 1,356,676	\$ 93,807	7.43%
Total Education & General	<u>\$ 42,484,347</u>	<u>\$ 41,580,568</u>	<u>\$ 39,836,406</u>	<u>\$ (1,744,162)</u>	<u>-4.19%</u>

**Truman State University
Operating Expense by Fund
For the period ending October 31**

	<u>FY18 Expense</u>	<u>FY19 Expense</u>	<u>FY20 Expense</u>	<u>Change FY19 to FY20</u>	<u>% Change FY19 to FY20</u>
Education & General					
Salaries & Fringe Benefits					
Faculty & Staff Salaries	\$ 10,513,885	\$ 10,177,207	\$ 9,997,246	\$ (179,961)	-1.77%
Student Employment	\$ 1,214,448	\$ 1,226,732	\$ 1,201,555	\$ (25,177)	-2.05%
Fringe Benefits	\$ 3,847,902	\$ 3,923,904	\$ 4,233,014	\$ 309,110	7.88%
Total Salary & Fringe Benefits	\$ 15,576,235	\$ 15,327,843	\$ 15,431,815	\$ 103,972	0.68%
Equipment & Capital Expenses	\$ 1,370,949	\$ 23,323	\$ 485,486	\$ 462,163	1981.58%
Operations					
Institutional Aid	\$ 11,284,187	\$ 10,648,741	\$ 9,952,134	\$ (696,607)	-6.54%
Travel	\$ 932,246	\$ 741,530	\$ 557,685	\$ (183,845)	-24.79%
Utilities	\$ 878,075	\$ 879,449	\$ 831,850	\$ (47,599)	-5.41%
Professional Services	\$ 625,335	\$ 696,867	\$ 858,579	\$ 161,712	23.21%
Supplies	\$ 713,319	\$ 768,149	\$ 679,004	\$ (89,145)	-11.61%
Office Contracts	\$ 828,438	\$ 898,513	\$ 976,438	\$ 77,925	8.67%
Library Acquisitions	\$ 664,145	\$ 690,911	\$ 659,019	\$ (31,892)	-4.62%
Communications	\$ 356,686	\$ 351,131	\$ 348,626	\$ (2,505)	-0.71%
Energy Lease Principal & Interest	\$ 420,000	\$ 420,000	\$ 420,000	\$ -	0.00%
Maintenance & Repair	\$ 88,821	\$ 97,181	\$ 53,645	\$ (43,536)	-44.80%
Other Expense	\$ 739,925	\$ 681,832	\$ 724,158	\$ 42,326	6.21%
Total Operations	\$ 17,531,177	\$ 16,874,304	\$ 16,061,138	\$ (813,166)	-4.82%
Total Education & General	\$ 34,478,361	\$ 32,225,470	\$ 31,978,439	\$ (247,031)	-0.77%

**Truman State University
Auxiliary
Budget to Actual
For the period ending October 31**

	FY20 Budget	FY20 To Date	Percent of Budget This Year	Percent of Budget Last Year
Auxiliary Systems				
Revenues				
Residence Halls	\$ 22,188,158	\$ 10,009,960	45.11%	
Student Union	\$ 1,260,000	\$ 622,555	49.41%	
Recreation Center	\$ 1,245,000	\$ 577,964	46.42%	
Other Auxiliary	\$ 450,000	\$ 95,365	21.19%	
Total Budgeted Revenues	\$ 25,143,158	\$ 11,305,844	44.97%	50.17%
Rollover from prior year	\$ 477,085			
Total Resources to Spend	\$ 25,620,243			
Expenses				
Salaries & Fringe Benefits				
Salaries	\$ 2,010,232	\$ 613,081	30.50%	
Student Salaries	\$ 1,499,364	\$ 298,969	19.94%	
Fringe Benefits	\$ 1,179,259	\$ 629,518	53.38%	
Total Salaries & Fringe Benefits	\$ 4,688,855	\$ 1,541,568	32.88%	34.67%
Equipment /Capitalized Expense	\$ 730,793	\$ 11,661	1.60%	1.76%
Operations				
Bond Principal & Interest	\$ 3,662,244	\$ -	0.00%	
Meals-Contract Food Service	\$ 8,550,000	\$ 2,520,994	29.49%	
Other Expense	\$ 4,047,351	\$ 1,448,917	35.80%	
Institutional Aid	\$ 1,900,000	\$ 626,922	33.00%	
Utilities	\$ 2,041,000	\$ 642,174	31.46%	
Total Operations	\$ 20,200,595	\$ 5,239,007	25.93%	29.73%
Total Auxiliary Expense	\$ 25,620,243	\$ 6,792,236	26.51%	29.82%

**Truman State University
Operating Receipts by Fund
For the period ending October 31**

	<u>FY18 Receipts</u>	<u>FY19 Receipts</u>	<u>FY20 Receipts</u>	<u>Change FY19 to FY20</u>	<u>% Change FY19 to FY20</u>
Auxiliary					
Residence Halls	\$ 12,158,114	\$ 11,299,302	\$ 10,009,960	\$ (1,289,342)	-11.41%
Student Union	\$ 726,278	\$ 675,145	\$ 622,555	\$ (52,590)	-7.79%
Recreation Center	\$ 698,974	\$ 650,426	\$ 577,964	\$ (72,462)	-11.14%
Other Auxiliary	\$ 101,885	\$ 96,714	\$ 95,365	\$ (1,349)	-1.39%
Total Auxiliary	<u><u>\$ 13,685,251</u></u>	<u><u>\$ 12,721,587</u></u>	<u><u>\$ 11,305,844</u></u>	<u><u>\$ (1,415,743)</u></u>	<u><u>-11.13%</u></u>

**Truman State University
Operating Expense by Fund
For the period ending October 31**

	<u>FY18 Expense</u>	<u>FY19 Expense</u>	<u>FY20 Expense</u>	<u>Change FY19 to FY20</u>	<u>% Change FY19 to FY20</u>
Auxiliary					
Salaries & Fringe Benefits					
Administrative & Staff Salaries	\$ 647,281	\$ 684,554	\$ 613,081	\$ (71,473)	-10.44%
Student Wages	\$ 280,270	\$ 294,094	\$ 298,969	\$ 4,875	1.66%
Fringe Benefits	\$ 684,840	\$ 719,829	\$ 629,518	\$ (90,311)	-12.55%
Total Salary & Fringe Benefits	\$ 1,612,391	\$ 1,698,477	\$ 1,541,568	\$ (156,909)	-9.24%
Equipment & Capital Expenses	\$ 174,003	\$ 13,772	\$ 11,661	\$ (2,111)	-15.33%
Operations					
Institutional Aid	\$ 939,330	\$ 805,850	\$ 626,922	\$ (178,928)	-22.20%
Supplies	\$ 174,991	\$ 150,637	\$ 113,344	\$ (37,293)	-24.76%
Office Contracts	\$ 117,330	\$ 111,512	\$ 137,860	\$ 26,348	23.63%
Communications	\$ 21,478	\$ 22,756	\$ 19,812	\$ (2,944)	-12.94%
Meals-Contract Food Service	\$ 2,972,747	\$ 2,838,777	\$ 2,520,994	\$ (317,783)	-11.19%
Meals-Other	\$ 277,231	\$ 298,674	\$ 238,856	\$ (59,818)	-20.03%
Utilities	\$ 735,927	\$ 696,274	\$ 642,174	\$ (54,100)	-7.77%
Professional Services	\$ 160,322	\$ 191,346	\$ 147,191	\$ (44,155)	-23.08%
Reimbursement to E & G	\$ 497,500	\$ 502,311	\$ 502,500	\$ 189	0.04%
Maintenance & Repair	\$ 95,510	\$ 67,167	\$ 22,506	\$ (44,661)	-66.49%
Other Expense	\$ 322,316	\$ 307,027	\$ 266,848	\$ (40,179)	-13.09%
Total Operations	\$ 6,314,682	\$ 5,992,331	\$ 5,239,007	\$ (753,324)	-12.57%
Total Auxiliary	\$ 8,101,076	\$ 7,704,580	\$ 6,792,236	\$ (912,344)	-11.84%

Truman State University Foundation
Statement of Net Position
October 31, 2018 Compared to October 31, 2019

ASSETS	31-Oct-18 FY19	31-Oct-19 FY20	Change FY19 to FY20
Current Assets			
Cash	\$ 344,685	\$ 310,472	\$ (34,213)
Short Term Investments	\$ 2,933,526	\$ 4,915,319	\$ 1,981,793
Prepaid Expenses	\$ -	\$ 1,000	\$ 1,000
Interest Receivable	\$ 33,052	\$ 44,949	\$ 11,897
Loans Receivable, net of allowance	\$ 196,749	\$ 178,414	\$ (18,336)
Total Current Assets	\$ 3,508,012	\$ 5,450,154	\$ 1,942,142
Non-Current Assets			
Investments	\$ 49,833,524	\$ 52,907,463	\$ 3,073,939
Loans Receivable, net of allowance	\$ 459,082	\$ 671,176	\$ 212,094
Cash Value of Life Insurance	\$ 134,422	\$ 147,770	\$ 13,348
Total Non-Current Assets	\$ 50,427,028	\$ 53,726,409	\$ 3,299,381
Total Assets	\$ 53,935,040	\$ 59,176,563	\$ 5,241,522
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 117,913	\$ 93,807	\$ (24,107)
Refundable Advance	\$ 4,143	\$ 13,840	\$ 9,697
Annuities & Trusts Payable	\$ 65,045	\$ 53,406	\$ (11,639)
Total Current Liabilities	\$ 187,101	\$ 161,052	\$ (26,049)
Non-Current Liabilities			
Annuities & Trusts Payable	\$ 527,276	\$ 480,789	\$ (46,486)
Total Non-Current Liabilities	\$ 527,276	\$ 480,789	\$ (46,486)
Total Liabilities	\$ 714,377	\$ 641,842	\$ (72,535)
NET POSITION	\$ 53,220,664	\$ 58,534,721	\$ 5,314,057

Truman State University Foundation
Statement of Revenues, Expenses & Changes in Net Position
October 31, 2018 Compared to October 31, 2019

	<u>31-Oct-18</u> <u>FY19</u>	<u>31-Oct-19</u> <u>FY20</u>	<u>Change</u> <u>FY19 to FY20</u>
Operating Revenue			
Interest on Student Loan Receivable	\$ 8,608	\$ 8,321	\$ (288)
Total Operating Revenues	\$ 8,608	\$ 8,321	\$ (288)
Operating Expenses			
Scholarships	\$ 579,351	\$ 617,990	\$ 38,638
Supplies & Other Services	\$ 182,699	\$ 173,424	\$ (9,275)
Travel Expense	\$ 49,801	\$ 71,865	\$ 22,065
Other Expense	\$ 30,658	\$ 33,481	\$ 2,823
Total Operating Expenses	\$ 842,509	\$ 896,760	\$ 54,251
Operating Gain (Loss)	\$ (833,901)	\$ (888,440)	\$ (54,539)
Non-Operating Revenues (Expenses)			
Contributions	\$ 498,820	\$ 1,042,388	\$ 543,568
Interest & Dividends	\$ 422,405	\$ 309,445	\$ (112,960)
Realized Gain (Loss)	\$ 22,406	\$ 4,347,489	\$ 4,325,084
Unrealized Gain (Loss)	\$ (1,524,218)	\$ (3,666,576)	\$ (2,142,358)
Other Non-Operating Income	\$ 19,526	\$ 19,059	\$ (467)
Other Non-Operating Expense	\$ (39,983)	\$ (40,593)	\$ (610)
Actuarial loss on Annuity & Trust Obligation	\$ -	\$ (10,110)	\$ (10,110)
Net Non-Operating Revenues (Expenses)	\$ (601,044)	\$ 2,001,103	\$ 2,602,147
Income before other Revenues, Expenses, Gains, Losses & Transfers	\$ (1,434,945)	\$ 1,112,663	\$ 2,547,608
Additions to Permanent Endowments	\$ 518,997	\$ 379,654	\$ (139,343)
Transfers to Education & General for Administration	\$ (39,767)	\$ (39,767)	\$ -
Transfers to Education & General	\$ (275,627)	\$ (110,945)	\$ 164,682
Transfer to Auxiliary - Other	\$ (489)	\$ (1,151)	\$ (662)
Transfer to Fundraising	\$ -	\$ (500)	\$ (500)
Transfer to Capital Fund -Current	\$ (89,472)	\$ -	\$ 89,472
Transfer to Capital Fund - Plant	\$ (214,917)	\$ (1,055,182)	\$ (840,265)
Increase (Decrease) in Net Assets	\$ (1,536,219)	\$ 284,772	\$ 1,820,992
Net Position, Beginning of Year	\$ 54,756,883	\$ 58,249,949	
Net Position Ending Balance	\$ 53,220,664	\$ 58,534,721	\$ 5,314,057

**Truman State University Foundation
Investments Schedule
October 31, 2018 Compared to October 31, 2019**

Investments	31-Oct-18 FY19	31-Oct-19 FY20
Invested with Outside Manager		
Endowment Pool	\$ 47,884,194	\$ 50,972,980
Total Endowment Pool	\$ 47,884,194	\$ 50,972,980
Short-Term Pool	\$ 2,933,526	\$ 4,915,319
Student Investment Fund	\$ 114,932	\$ 130,446
Long Trust	\$ 689,822	\$ 741,620
Gifts Fund	\$ -	\$ 10,083
Courtright Elmwood Unitrust	\$ 31,373	\$ -
Annuities Payable - CGA	\$ 1,018,563	\$ 956,588
Fitzpatrick - CA CGA	\$ 68,508	\$ 68,231
Annuities Payable - FL CGA	\$ 26,132	\$ 27,515
Total Investments	\$ 52,767,050	\$ 57,822,782
 Beneficial Interest in Trusts		
Invested through Citizens Bank, Chillicothe, MO		
Ludlow Trust	\$ 228,906	\$ 245,754
Invested through First Bankers Trust, Quincy, IL		
Cozean Trust	\$ 327,327	\$ 345,835
Invested through Citizens Bank, Chillicothe, MO		
Lyle Ingraham Trust	\$ 3,045,809	\$ 3,287,583
Total Beneficial Interest in Trusts	\$ 3,602,042	\$ 3,879,172

ITEM H

Budget and Capital Projects Committee Report

DESCRIPTION AND BACKGROUND

Governor K. Brooks Miller, Chair of the Budget and Capital Projects Committee, will provide a report on the committee meeting held earlier in the day.

RECOMMENDED ACTION

This is a discussion item only.

ITEM H.1
Construction Projects Report

DESCRIPTION AND BACKGROUND

The following report is an update on construction projects which have been approved by the Board at previous meetings.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Construction Projects Report

Construction Projects Report

<u>Project Name</u>	<u>Budget</u>	<u>Approval Date</u>	<u>Expenditure to Date</u>	<u>Completion Status*</u>	<u>Occupancy**</u>	<u>Project Completion</u>	<u>Final Project Cost</u>
Sesquicentennial Plaza/ Fountain Project	\$1,575,000	2-9-19	\$ 1,382,631	87%	10-3-19		
Violette Hall Roof Replacement and Recreation Center Repairs Project	\$1,485,000	2-9-19	\$ 1,370,509	100%	8-2-19	11-4-19	\$1,370,509
Chiller Replacement Project, Violette Hall and Student Union Building (includes \$75,000 for engineering services)	\$ 850,000	4-13-19 4-18-19	\$ 582,912	68%	12-31-19		
Replacement Storage Building Project	\$ 389,000	10-18-19					
Greenwood Site Development Project	\$ 953,000	10-18-19	\$ 48,209	5%	4-29-20		

*completion status based on payments made

**occupancy date based on primary construction contract

ITEM H.2**Contracts for Construction Projects and Equipment Purchases Report****DESCRIPTION AND BACKGROUND**

The following is a report of construction projects and equipment purchases totaling \$25,000 to \$100,000 which have been approved since the last meeting of the Board.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Contracts for Construction Projects/Equipment Purchases

Contracts for Construction Projects

The following construction projects totaling \$25,000 to \$100,000 have been approved since the last meeting of the Board.

<u>Project Name</u>	<u>Cost</u>
None to report	

Equipment Purchases

The following single items of equipment totaling \$25,000 to \$100,000 have been approved since the last meeting of the Board.

<u>Description</u>	<u>Cost</u>
Pershing Arena Video Board	\$95,655

The University installed an LED Video Display/Scoreboard to replace the four-sided center hung scoreboard in Pershing Arena. The video board will be used for volleyball and basketball and is able to interface and feed scoreboard data from other existing scoreboards in the Arena. The video display board can be used as message center for advertising, videos for pre-game announcements, team videos, etc. The board was purchased from the NEVCO Scoreboard Company and the display was purchased through the Sourcewell cooperative contract. The purchase was approved by the Athletics Fee Accountability committee and funded by the student athletics fee.

ITEM H.3

Construction Project – Greenwood Center Abatement Project

DESCRIPTION AND BACKGROUND

Favorable bids for the Greenwood Site Development project allow the addition of asbestos abatement at this time. This project requires a separate consultant to develop detailed specifications for bidding, and provide project oversight during the work and Farmer Environmental Services was approved at the October Board of Governors meeting to provide these services.

This project was advertised in two general circulation newspapers, bids were solicited from multiple firms and proposals were received from seven firms that specialize in abatement. The best and lowest bid was from Spray Services, Inc. of Washington, MO. Funding for this project will come from the FY20 state appropriation for the Greenwood Center. The total project cost including design fees, monitoring services, advertising, and abatement is \$90,500.

RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Greenwood Center Abatement Project	\$90,500

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by _____
 Seconded by _____
 Vote: Aye _____
 Nay _____

ITEM H.4
Construction Project – Soccer/Tennis Restroom Project

DESCRIPTION AND BACKGROUND

The Student Athletic Fee Committee has allocated \$200,000 in funds to add a restroom facility which will serve both the soccer stadium and tennis courts. Currently portable units are used during the athletic season for these sports. The restroom to be installed is pre-fabricated and available through a state contract utilizing the Missouri Department of Conservation and State Parks. In addition to the purchased pre-fabricated unit, a contractor will build the foundation and install water, sewer, and electrical service to the site. This work will be competitively bid. Because the site preparation costs have not been finalized, the proposed budget includes \$20,000 in local capital funds as a contingency. If approved, work will begin in Spring 2020.

RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following construction project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Soccer/Tennis Restroom Project	\$220,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ITEM H.5

Architectural Services – McClain Hall Elevator Project

DESCRIPTION AND BACKGROUND

The McClain Hall elevator was installed in 1977 when the building was constructed, and needs to be rebuilt or replaced. The architects will determine if it can be replaced, and if not, then the project would replace the electronic controls, mechanical equipment, and cab walls in the existing elevator. Work would probably begin immediately after the end of the Spring 2020 semester and require at least 10 weeks to complete. Detailed specifications are needed in order to bid the work, which requires architectural and engineering services.

The procedure for state agencies seeking architectural engineering or land surveying services is outlined in statute. It involves a review of qualifications of firms on file or those which have submitted qualifications for a proposed project. In evaluating the qualifications, the following criteria are used:

1. The specialized experience and technical competence of the firm with respect to the type of services required;
2. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
3. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
4. The firm's proximity to and familiarity with the area in which the project is located.

Based on a review of credentials on file and previous work performed at Truman, a selection committee including representatives from the Business Office and Campus Planning recommends that PGAV of Kansas City, Missouri, be selected for the project. This firm most recently completed the Baldwin Hall renovation project and has the expertise needed.

Funding for this project will come from local capital funds. Approval for design services is needed to allow bidding early in 2020 to obtain competitive pricing before contractors become scheduled for the summer construction period.

RECOMMENDED ACTION

BE IT RESOLVED that the proposal from PGAV to provide architectural services for the McClain Hall Elevator Project, with the fees and work for such services to be within the guidelines of the proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to execute a contract with the firm for the project; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to and made a part of the minutes for this meeting.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ATTACHMENT

Proposal Summary

November 20, 2019

Mark Schultz
Campus Architect
Truman State University
Room 201, McClain Hall
100 East Normal
Kirksville, MO 63501-4221
660-785-4302

Re: McClain Hall Elevator Modernization Design Services Proposal

Dear Mark,

PGAV Architects is pleased to provide this proposal for project design and documentation, and construction phase services for the modernization of the existing elevator at McClain Hall

1. PROJECT TEAM

PGAV Architects – Architects
McClure Engineering – Mechanical, Electrical, Plumbing Engineers

2. PROJECT OVERVIEW

The project consists of a complete refurbishment of the existing 1970's era elevator in McClain Hall. This scope will also include design for new space to accommodate a fire rated elevator machine room. We anticipate the adjacent mechanical room is large enough to accommodate the elevator equipment machine room.

In advance of developing this proposal PGAV has had correspondence with the Owner and Kone Elevator to assist in developing preliminary scope for the elevator upgrades. The information from Kone (see attached) shall serve as the basis of design for this project.

3. CONSTRUCTION BUDGET

Kone estimates their scope related to the elevator modernization to be approximately \$100,000. Other scopes related to Architectural, Mechanical, Electrical, Plumbing are pending further investigation. We could foresee the additional scope needed to execute the balance of the project to be in the \$30,000 to \$50,000 range, thus an overall construction budget of \$130,000 to \$150,000, or perhaps more pending further investigation on site. The design team will develop a more detailed estimate of probable construction cost for the University's review once scope is confirmed and the design moves forward.

Budget allocations for additional project costs, including but not limited to A/E fees, administrative costs, hazardous materials abatement, construction testing services, telecommunications/data cabling, moveable furniture, fixtures and equipment, and project contingencies are in addition to the construction budget.

4. SCOPE OF WORK

The PGAV team will provide basic design, construction documentation, bidding assistance, construction administration, and close-out services for the renovation.

Design and Documentation

- Review available information including as-built's of existing construction and prepare base drawings.
- Attend (1) on-site meeting to determine best location for the elevator equipment room and to understand existing conditions.
- Field verify as-built conditions in conjunction with site visit.
- Attend (1) on-site meeting to review 50% construction document development progress, make interior finish selections, etc. Alternatively, PGAV could host this review meeting at our Kansas City office.
- Develop signed and sealed construction documents suitable for competitive bidding, permit, and construction.
- Prepare an estimate of probable construction cost for budget confirmation purposes.

Bidding Assistance

- Issue bid documents to contractors.
- Respond to bidder's questions and prepare addenda as needed to facilitate competitive bidding.
- Assist with review and analysis of construction bids received.
- Pre-bid conference and bid opening attendance via telephone (see Add Services below if in-person attendance is desired).

Construction Administration

- Attend (1) preconstruction conference via telephone (see Add Services below if in-person attendance is desired).
- Review shop drawings and product data submittals.
- Prepare responses to contractor's requests for information.
- Review contractor pay applications.
- Provide (1) site visit at the approximate midway point during construction.
- Provide (1) site visit at substantial completion for punch list preparation.

Project Close Out

- Review warranty and O&M documentation provided by the Contractor for the University's records.
- Prepare and submit as-built record drawings based on contractor field mark ups.

5. SCOPE CLARIFICATIONS

The following clarifications reflect PGAV's understanding of the scope of the work and respective responsibilities:

- This proposal assumes a traditional design, bid, build project delivery.
- The identification and/or abatement of hazardous materials will be by others under a separate contract if required.
- Renovation scope is limited to the elevator refurbishment and elevator equipment room described above. Any improvements to other parts of the building are excluded.
- This proposal is based on the scope of work described by Kone in the document attached. The design team will prepare bid documents suitable for competitive bidding, but will list Kone as basis-of-design, and will rely on the information they provide for purposes of documentation. If another vendor is awarded the contract and their requirements differ from those provided by Kone, any drawing or specification revisions required to accommodate will be negotiated as an Additional Service at that time.
- Mechanical, Electrical, and Plumbing scope is as described in McClure Engineering proposal dated November 18th attached.
- Structural modifications to the existing concrete building structure, masonry elevator shaft, and/or concrete pit are not believed to be required. As such, a structural engineer has not been included in the scope of this proposal. Should structural modifications be needed, structural design services will be added to our agreement by amendment.
- The elevator will be offline for extended periods of time to complete the work. The University will make any accessibility accommodations necessary during construction.

6. ADDITIONAL SERVICES

The following services are excluded from basic services, but can be provided as an additional service if requested. These services will be added to this agreement by amendment:

- Any engineering or consulting services beyond those described above that may ultimately be required to execute the project.
- Any significant revisions to completed construction documents after Owner approval.
- Preparation of multiple bid packages.
- Design or modification of MEP systems serving areas outside the renovation area.
- Design of improvements to or replacement of the air handling system(s) serving the renovation area.
- Design of Audio/Visual systems, computer or telephone networks and cabling systems.
- Energy studies or any other evaluation of first cost, operating cost or life cycle costs.
- Additional site visits, design meetings, or construction observation site visits beyond those outlined in the scope of services described above.
- Moveable furniture, fixture and equipment (FF&E) selection, specification and procurement assistance services.

Additional services will be negotiated as lump sum adjustments to this agreement or billed on the basis of the hours worked in accordance with the hourly rates attached this proposal.

7. COMPENSATION

The PGAV team will provide the basic architectural, mechanical, and electrical services outlined above for a fixed fee of **29,800**. Because of the small-scale nature of the project, this proposal is based upon an approximate time commitment to the project rather than on a traditional percentage fee basis. The fee by discipline is broken down as follows

PGAV Architectural Consulting	\$17,100
<u>McClure Engineering MEP Consulting</u>	<u>\$12,700</u>
Total Fixed Fee	\$29,800

Direct project expenses including printing and travel costs are in addition to the fixed fee. Reimbursable expenses related to the project shall be invoiced at cost. PGAV will invoice for work completed on a phase/percentage completion basis as outlined below:

Design and Design Documents	70.0%
Bidding	5.0%
<u>Construction Administration</u>	<u>25.0%</u>
Total	100.0%

8. PROJECT SCHEDULE

The following represents our understanding of the proposed design and construction schedule for the project to achieve the University’s goal of having construction activities completed primarily during the summer 2020 intercession:

Notice to Proceed & As-Built Info Received	December 7, 2019
Design and Documentation Complete	January 18, 2020
Bidding & Contract Award Complete	February 8, 2020
Elevator Shop Drawings Received for Review	February 28, 2020
Elevator Shop Drawing Review Complete	March 16, 2020
Elevator Delivered to Jobsite	June 15, 2020
Substantial Completion	August 14, 2020

We believe this schedule is aggressive, but achievable if all parties involved work diligently to complete critical path activities in a timely manner and achieve the milestone dates outlined above. Please note that any delays in making key decisions and/or providing information necessary during design and construction may jeopardize the completion schedule. Every effort will be made to maintain the schedule, but if delays beyond our control affect completion dates, we will bring them to the University’s attention immediately and adjust the schedule accordingly.

Thank you for the opportunity to assist with this assignment. If this proposal is acceptable, please sign and return a copy for our records. Your authorization will serve as our notice to proceed. Please don't hesitate to call if you have any questions or need any additional information.

Sincerely,

PECKHAM GUYTON ALBERS & VIETS, INC.



Steve Cramer, AIA, LEED AP
Vice President

cc: Steve Troester, PGAV
Jim Hansen, PGAV

attachments: Kone Scope of Work Description
11/18/19 McClure Fee Proposal

AUTHORIZATION TO PROCEED

For Truman State University

Date

PECKHAM GUYTON ALBERS & VIETS, INC.

STANDARD HOURLY BILLING RATES
JANUARY 1, 2019

Principal	\$ 200.00
Vice President	\$ 175.00
Lab Planner	\$ 175.00
Senior Project Manager/Designer	\$ 165.00
Project Manager	\$ 155.00
Project Architect/Designer	\$ 140.00
Architect/Designer I	\$ 125.00
Architect/Designer II	\$ 115.00
Intern/Draftsman	\$ 75.00
Administrative	\$ 65.00



KONE People Flow - Solution for You

- Eco-efficient
- Reliable
- Attractive



01/21/2019

KONE Inc.
Elevators & Escalators

2700 BiState Dr, Ste 100
Kansas City, Missouri, 64108
Mobile 816-260-9659
Work 816-260-9659
eduardo.prunedacastro@kone.
com
www.kone.us

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel to contact me directly. We look forward to hearing from you and working together on this project.

Yours sincerely,

Lalo Pruneda
Sales Consultant
KONE Inc.

1 Solution Specification

Technical Equipment Data / - - Solution 1.

Rated load	3500 lbs
Rated speed	150 fpm
Travel height	24 ft
Number of floors	3

Offered Components

Door Panel(s)	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.
Car Door Equipment	Replace pickup roller and interlock portion of the hoistway door equipment.
ReNova Door Operator	<p>A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.</p> <p>Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.</p>
Curtain of Light	The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.
KCM831 Hydraulic Controller	"KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly

interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool."

Hydraulic Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

Two (2) manual shut off valves will also be provided.

KSS 570 Signalization

KSS 570 signalization offers a high degree of flexibility to meet the needs of your building. Choose from a wide range of aesthetic options to match the look and feel of your elevator and complement your lobby design. Eco-efficient LED call registration illumination with a choice of colors (amber, white, blue). Dimming feature when elevator not in use. Increases safety and accessibility of elevator users.

KSS signalization meets national codes of North America:
- Safety Code for Elevators and Escalators, ASME A17.1/CSA B44
- Elevator and Escalator Electrical Equipment, ASME A17.5/CSA B44

- Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1
- Americans with Disabilities Act Accessibility Guidelines, ADAAG

Car Top Handrail to be installed per code

Car Top Handrail is designed to provide a safe working area for personnel that is working on the elevator car to per ASME A 17.1-2000 Code.

2 DETAILED SPECIFICATION

/ - - Solution 1

Door Panel(s)

New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

ReNova Door



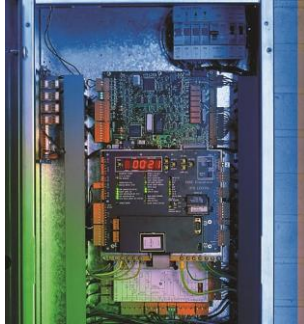
A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

KCM831 Hydraulic Controller



KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Hydraulic Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

An automatic Safety Valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Two (2) manual shut off valves will also be provided.

KSS 570 Signalization

KSS 570 signalization offers a high degree of flexibility to meet the needs of your building. Choose from a wide range of aesthetic options to match the look and feel of your elevator and complement your lobby design. Eco-efficient LED call registration illumination with a choice of colors (amber, white, blue). Dimming feature when elevator not in use. Increases safety and accessibility of elevator users.

KSS signalization meets national codes of North America:

- Safety Code for Elevators and Escalators, ASME A17.1/CSA B44
- Elevator and Escalator Electrical Equipment, ASME A17.5/CSA B44
- Accessible and Usable Buildings and Facilities, ICC/ANSI A117.1
- Americans with Disabilities Act Accessibility Guidelines, ADAAG

Project notes [Insert project specific notes here]

Handover date Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 7 weeks from order receipt, deposit and approval of drawings.

Downtime period 4 weeks per unit

Price Overview

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Maintenance 12 months of warranty maintenance

Component Overview

Equipment number

Car Top Handrail

Door Panel(s)

ReNova Door Equipment

Hoistway Wiring

Curtain of Light

KCM831

Power Unit & Pipe Accessories

KSS 570 Signalization



3 Tender Approval

Receiver:

KONE Inc.
Lalo Pruneda
2700 BiState Dr, Ste 100
Kansas City, Missouri, 64108
eduardo.prunedacastro@kone.com

Sender:

Henry Linch
CITY OF KANSAS CITY
601 Brasilia Drive
Missouri, KANSAS CITY, 64153

Submitted by:

Lalo Pruneda
Sales Consultant
01/21/2019

Clarifications

- Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments. (See Attachment “A” and “B”)
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- No costs for preventive maintenance services are included in this capital improvement pricing.
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.
- Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
- For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.



Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, based on benchmarks as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, or acts of God. In the event of such delays,

KONE shall be entitled to an extension in time equal to the length of such delay and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT.

12. IDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the



only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is



located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others.

Purchaser shall provide the following unless specifically included in KONE’s Work:

Electrical

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
- If required by building code, standby/emergency power , sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Machine Room

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

Hoistway

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary

sewer systems, retention ponds, etc.).

- Elevator hoistway ventilation to the outside atmosphere as required by building code

Fire Service

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

Access Integration/Security

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

Counterweighting

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

RK1 Fuses and Circuit Breakers

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

General

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior

to start of the Work.

- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

November 18, 2019

Via email: steve.troester@pgav.com

Steve Troester
PGAV Architects
1900 W. 47th Place, Suite 300
Westwood, KA 66205

Re: Proposal for Engineering Services
for TSU McClain Elevator
Kirksville, MO

Dear Steve:

We are pleased to present you with this proposal to provide professional engineering services for the project referenced above. Below is our understanding of the project along with our Scope of Work and Fee.

Description of Project

We understand that the project consists of complete refurbishment of the McClain Building elevator, including the construction of a new (EMER) elevator machine room within the existing adjacent mechanical room.

Scope of Work

We propose the following Scope of Work:

- a. Perform field investigations as necessary to develop design documents.
- b. Prepare construction cost opinions.
- c. Prepare construction documents consisting of drawings and specifications for Mechanical, Electrical, Fire Protection, and Plumbing work.
- d. Assist in the selection of Contractors to bid the project, evaluate the bids received, and submit a recommended course of action following the review of the bids.
- e. Perform construction observation services including shop drawing review, attendance at job coordination meetings, review of pay applications, and review of construction progress.

Fee for Basic Services

We propose to perform the above Scope of Work for a **Fixed Fee of \$12,700.00**. In addition, reimbursable expenses will be billed for the actual amount for direct costs that are directly attributable to the performance of the work such as subconsultants, drawing reproduction, express deliveries, rental cars for travel, meals, travel miles to site and meetings. Additional services and reimbursable expenses will be billed based on the attached rate schedule.

We do anticipate travel or expenses for two trips to the site. The first trip would be to confirm location of the new EMER and identify MEP/FP systems that require relocation to support this new layout; however, we will request authorization in the event that these expenses arise and bill for these per the terms of this proposal or the contract.

Additional Services

Additional Services include all services that are not part of the Scope of Work as described above. This includes those services that arise as a result of unforeseen circumstances and will require an additional fee. Typical items included in Additional Services are as follows:

- a. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Scope of Work.
- b. Services in connection with a public hearing, arbitration, or legal proceedings.
- c. Commissioning of Mechanical, Electrical, and Plumbing systems in accordance with the 2015 IBC Code Section C408.

The above fee is valid for a period of 90 days from the date of this proposal, after which McClure Engineering reserves the right to retain or modify it to reflect changing economic conditions. Attached is a copy of our standard Terms and Conditions. We will invoice for our services on a monthly basis as the work progresses, and invoices are payable net 30 days.

Please sign below and return one copy of this letter proposal to acknowledge your understanding of our Scope of Work, Fee, and Terms and Conditions, and to authorize us to proceed. Please call me if you have any questions regarding this proposal.

Sincerely,



Peter W. McDonnell

Steve Troester
November 18, 2019
Page 3 of 8

Accepted for PGAV Architects

By: _____

Title: _____

Date: _____

PWM:jac
Enclosure: Rate Schedule (dated January 1, 2019)
Terms and Conditions

January 1, 2019

RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal	\$245
Senior Project Manager	\$189
Senior Engineer	\$175
Project Manager	\$152
Engineer	\$152
Lighting Designer	\$152
Senior Technician	\$152
Technician	\$128
Designer	\$128
Project Administrator	\$93
Drafter	\$93
Clerical	\$80

Reimbursable expenses are in addition to hourly fees and include expenses incurred by McClure Engineering in the interest of the project. Unless otherwise defined by contract, reimbursable expenses shall be invoiced and include the following:

- Travel at cost.
- Automobile mileage at the published IRS Standard Mileage Rate.
- Reproductions of drawings, specifications, and other documents at cost.
- Courier and delivery charges at cost.
- Fees paid for securing permits and approvals.
- Sub-consultant expenses at cost plus 5%.

McCLURE ENGINEERING

McCLURE ENGINEERING

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Terms and Conditions for Professional Services (the "Agreement") is an attachment to a letter proposal (the "Proposal") between McClure Engineering (McClure) and Client. Client has authorized commencement of work by signing the "Accepted" section of the Proposal. The Agreement is hereby incorporated and made a part of the contract between the parties. In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as to the following:

1. INVOICING AND PAYMENT

Client shall pay McClure compensation as outlined in the Proposal and according to these payment terms. Invoices may be prepared and submitted by McClure either on a monthly basis or when the work is completed, at McClure's option. Payment is due upon receipt and is past due thirty (30) days from date of invoice. A service charge of 1.5% per month, or the maximum amount allowed by law, may be charged on past due amounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, McClure may suspend performing further work at no liability to McClure if Client is damaged by such suspension.

2. RELATIONSHIP BETWEEN CLIENT AND McCLURE

McClure is retained by the Client to investigate and to consult with the Client regarding the project, as defined in the Proposal. Client shall provide McClure in writing with all information relevant to the project and shall advise McClure of any condition known to Client that may affect McClure's performance under this Agreement. McClure's services are for the benefit of the Client, but Client recognizes that the extent of those services is limited by the time-frame chosen and the funds expended by the Client for the investigation. Both the Client and McClure recognize that the scope of McClure's investigation is limited by the Client's budget for such services, and that a more detailed and extensive investigation, at greater cost to the Client, might yield more accurate and reliable information that might affect some of McClure's decisions. McClure has no responsibility for the work product of any independent consultants required for the Client's project, nor for completeness, adequacy, or quality of said independent consultants' work, or specialty work.

3. INFORMATION PROVIDED BY CLIENT

McClure and the Client shall discuss and agree upon the information needed for rendering of services thereunder. The Client agrees to provide to McClure all such information as agreed to be necessary. With respect to such information, the Client understands and agrees that McClure will rely solely upon the Client to ensure the accuracy and completeness thereof, as the Client recognizes that it is impossible for McClure to ensure the accuracy, completeness, and sufficiency of such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold McClure harmless from any claim, liability, cost (including reasonable attorney's fees and costs of defense) or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to McClure. Supplementing the foregoing, the Client represents and affirms that the Client is fully and completely responsible for such information and that McClure shall have no responsibility therefor.

4. OWNERSHIP OF DOCUMENTS, PROPRIETARY INFORMATION, INDEMNIFICATION

This proposal and all documents, including, but not limited to, drawings, specifications, computer disks, reports, calculations, and estimates, prepared by McClure in connection with this Agreement ("McClure Confidential Information"), are instruments of service and contain proprietary and confidential information of McClure and are intended for the sole use of the recipient hereof, and may not, except as otherwise described herein, be disclosed, distributed, or disseminated in any form without the prior written consent of McClure. Any other use or distribution of the McClure Confidential Information is prohibited. In all events, McClure shall retain all rights to its background technologies used in the development of the reports and technical documents. The McClure Confidential Information is and shall remain the sole property of McClure.

Client will, at its expense, defend, indemnify and hold McClure and its affiliates, successors and assigns and any officer, director, employee or agent of any of them (collectively, the "Indemnified Parties") harmless against all liability, actions, suits, demands, claims, damages, losses and costs (including reasonable attorneys' fees and costs) arising directly or indirectly from or in connection with Client's use of, or the reliance of Client or any third party on the data or other information developed (whether in whole or in part) by, McClure's software or services.

Client may distribute reports generated by McClure in connection with McClure's services under this Agreement to third parties subject to the indemnification provision set forth above, and provided that said third party agrees in writing to be bound by the confidentiality and ownership of documents provisions of this Agreement.

All drawings, specifications, technical data, and other information disclosed to McClure by Client (the "Client Confidential Information") used by McClure in connection with the Services are, and will remain, the property of Client and may not be copied or otherwise reproduced or used in any way, except in connection with the Services, or disclosed to third parties or used in any manner detrimental to the interests of Client.

The obligations of confidentiality set forth in this Section shall not apply to information that has been or from time to time is (i) developed by either party, as the case may be, independently of the other party and without reference to the Client Confidential Information or the McClure Confidential Information; (ii) rightfully obtained by either party, as the case may be, without restriction, from a third party who has the right to transfer or disclose it; or (iii) publicly available other than through the fault or negligence of either party.

The terms of this Section shall survive termination of this Agreement.

5. STANDARD OF CARE

McClure represents that its services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, document, or otherwise.

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6. LIMITATION OF LIABILITY

McClure's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by McClure, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim shall be limited to the greater of (i) fifty thousand dollars (\$50,000) or (ii) payment received by McClure from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, McClure shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. The limitation of liability set forth herein is for any and all matters for which McClure may otherwise have liability arising out or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

7. ASSIGNMENT

Neither this Agreement nor the benefits or obligations under this Agreement shall be sold, assigned or transferred by either party to any third parties including subsidiary or affiliated companies without the prior written approval of the other party, with such approval not to be unreasonably withheld by either. In the event the approval is given by either for assignment or transfer, such an approval shall not relieve either from any liability and/or responsibility under the Agreement.

8. TERMINATION/CANCELLATION

Client and McClure will have the right to terminate this Agreement for their convenience by giving ten (10) days prior written notice. After termination, McClure will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to Client of detailed supporting invoices. The obligations of paragraphs 3, 4, and 6 remain in effect after termination.

9. DISPUTES

McClure and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, McClure and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless McClure and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

10. GOVERNING LAW

The validity, performance, and construction of this Agreement, and the relationship between Client and McClure shall be governed and interpreted in accordance with the substantive laws of Missouri, United States of America, without regard to its choice of law rules. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

MCCLURE ENGINEERING

11. MISCELLANEOUS

In the event of any litigation or proceeding involving McClure and Client, the prevailing party shall be entitled to recover its reasonable legal fees, expert fees, and normal employee rates and associated costs from the non-prevailing party.

Failure by Client to object to any of the terms and conditions contained in this Agreement before the commencement of service by McClure will be deemed an acceptance of such terms and conditions.

If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement.

The parties to this Agreement understand and expressly agree that there are no direct or intended third-party beneficiaries to this Agreement. The parties further understand and expressly agree that nothing contained in this Agreement is intended to create nor shall create a contractual relationship with or cause of action in favor of a third party against McClure.

Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

ITEM H.6

Housing and Food Plan Charges

DESCRIPTION AND BACKGROUND

Room and board charges for campus residence halls and apartments have been established in recent years at the December Board of Governors meeting. This provides current students with a firm price for on-campus housing prior to the contract renewal process.

Room Options and Rates

Before developing the proposed room rates, current off-campus rental rates in Kirksville were reviewed as well as the on-campus room and board costs at competitive institutions. On-campus room rates remained constant for three consecutive years immediately prior to 2018-19. Increases in the past two years have remained fairly conservative, in an attempt to remain an attractive option for students as they consider on- and off-campus housing arrangements following their required first year.

Occupancy rates are noticeably down in the current year and we anticipate ample space available to accommodate any student choosing to reside on campus in the 2020-21 academic year. We continue to examine potential cost savings as well as opportunities to enhance options available to students for on-campus living. It is typical to experience increases in operating costs, most commonly in the areas of utilities and fringe benefits for staff. After careful consideration of these circumstances, we have recommend an overall average increase of 1.5% in the room rates for the 2020-21 academic year.

Apartment rates	2.67% average increase
Single room rates	1.50% average increase
Double room rates	1.50% average increase

Information regarding housing charges at area universities, as well as multi-year rates at Truman, follows this agenda item. In general, the proposed housing rates for 2020-21 should remain very competitive with area institutions.

Meal Plan Options and Rates

Sodexo, in consultation with Residence Life and Student Affairs developed new food plan options for the 2019-20. In the first semester of operation, student response has been positive. The addition of a Sunday evening meal has proven worthwhile. In addition, transferability at Chik-fil-A has greatly increased customer counts and revenue in that operation. The new meal plan options provided a number of improvements for the current year (2019-20):

- Dining center open for Sunday evening meal
- Additional serving days each semester, due to fall and term break
- Convenience stores open during fall and term breaks
- Meal transferability added for Chik-fil-A dining option
- Increased value of meal transferability from \$3.75/meal to \$4.00/meal

The plan options are comparable to those available at other campuses. The number of meals available varies by plan as do dining dollars, which allow students to purchase items at on-campus convenience stores. The new rates proposed increase the current cost of our available meal plans by an average of

2.36%. The increase will offset anticipated operating costs, such as minimum wage increases and utility costs.

The overall increase for on-campus housing/food, under typical circumstances is 1.9%. This calculation is based on the proposed cost of a standard double occupancy room and 15 meals/week.

RECOMMENDED ACTION

BE IT RESOLVED that the following major categories of housing charges be approved, effective with the 2020 Fall Semester:

- 1) Room rates for students living in the University’s residence halls:

MISSOURI/DOBSON/CENTENNIAL

Size of Room	Charge for Academic Year
Single Occupancy	\$6,570 per student
Double Occupancy	\$5,748 per student
Deluxe Double	\$6,395 per student
Multiple Occupancy	\$5,263 per student
Super Single – Buyout	\$7,211 per student

BLANTON NASON BREWER/RYLE/WEST CAMPUS SUITES

Size of Room	Charge for Academic Year
Single Occupancy	\$7,080 per student
Double Occupancy	\$6,121 per student
Deluxe Double	\$6,777 per student
Multiple Occupancy	\$5,610 per student
Super Single – Buyout	\$7,605 per student

- 3) RANDOLPH APARTMENTS

Size of Room	Charge for Academic Year
One Bedroom; Single Occupancy	\$5,182 per student
Two Bedroom; Double Occupancy	\$4,954 per student

CAMPBELL APARTMENTS

Size of Room	Charge for Academic Year
One Bedroom; Double Occupancy	\$5,034 per student
Two Bedroom; Triple Occupancy	\$4,906 per student
Family One Bedroom	\$7,762 per family
Family Two Bedroom	\$8,945 per family

BE IT FURTHER RESOLVED that the following food plan rates per semester will be approved effective with the Fall 2020 Semester:

21 meals per week with \$75.00 dining dollars:	\$1,792.00
18 meals per week with \$125.00 dining dollars:	\$1,730.00
15 meals per week with \$225.00 dining dollars:	\$1,625.00
12 meals per week with \$125.00 dining dollars:	\$1,420.00
150 meals per semester with \$275.00 dining dollars:	\$1,493.00

BE IT FURTHER RESOLVED that the other residence hall fees and room and board charges including short-term rates not listed in this resolution be established by the President of the University, based on the above fees and charges, in accordance with Sections 11.010 and 11.020 of the Code of Policies.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ATTACHMENTS

Recommendation for 2020-21 Housing Charges and Meal Plans
Housing Rate Percent of Increase 2019-20 to 2020-21

Recommendation for 2020-21 Housing Charges and Meal Plans

Proposed housing charges for next year are brought forward in December to have established charges available in January to allow students to accurately compare costs as they are evaluating off-campus housing options.

The recommended charges reflect an average housing increase of 1.5% from 2019-20. It is recommended that meal plan rates increase by an average of 2.36%. The resulting total room and board charge for a typical double occupancy residence hall room and a 15 meal plan is proposed at \$9,185.

Academic Year 2019-20 room and board rates based on a typical double occupancy hall and a meal plan including approximately 15 meals/week, demonstrate that Truman's combined room and board rate is competitive with area institutions:

Missouri Southern State University	\$ 6,212
Missouri Western State University	\$ 8,820
University of Missouri – St. Louis	\$ 8,850
Southeast Missouri State University	\$ 8,996
Truman State University	\$ 9,012
University of Central Missouri	\$ 9,062
Missouri State University	\$ 9,343
Northwest Missouri State University	\$ 9,734
Iowa State University	\$ 9,902
Missouri University of Science & Technology	\$10,185
University of Iowa	\$10,304
University of Missouri – Columbia	\$10,387
University of Missouri – Kansas City	\$10,646
Bradley University	\$10,940
Creighton University	\$11,444
University of Illinois	\$11,454
St. Louis University	\$12,033

**HOUSING RATE PERCENT OF INCREASE
2019-20 TO 2020-21**

<u>Location</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21*</u>	<u>% Increase</u>
<i>Missouri/Dobson/Centennial</i>				
Single (Missouri only)	6440	6440	6570	2.0%
Double	5580	5635	5748	2.0%
Deluxe Double (Missouri only)	6210	6270	6395	2.0%
Multiple (Dobson only)	5110	5160	5263	2.0%
Super Single	7070	7070	7211	2.0%
<i>Blanton Nason Brewer/Ryle/West Campus Suites</i>				
Single	7010	7010	7080	1.0%
Double	6000	6060	6121	1.0%
Deluxe Double	6640	6710	6777	1.0%
Multiple	5500	5555	5610	1.0%
Super Single	7605	7605	7605	0.0%
<i>Randolph Apartments</i>				
One Bedroom – Single	4790	4935	5182	5.0%
Two Bedroom – Double	4670	4810	4954	3.0%
<i>Campbell Apartments</i>				
One Bedroom – Double	4790	4935	5034	2.0%
Two Bedroom – Triple	4670	4810	4906	2.0%
Family One Bedroom	7390	7610	7762	2.0%
Family Two Bedroom	8510	8770	8945	2.0%

*20-21 proposed

ITEM H.7
Salary Policies 2020

DESCRIPTION AND BACKGROUND

Starting with FY2020, the Board of Governors adopted a new timeline for salary policies, with salary increase considerations made for a calendar year rather than a fiscal year. This change was made to include enrollment numbers and more accurate state appropriation projections in the consideration. Salary increases would be effective January 1, 2020, for employees on the payroll as of that date. The proposed increases for faculty are based on recommendations of the Faculty Compensation Committee. The proposed increases for staff follow recommendations from the Staff Compensation Committee to focus on lower paid staff, as well as the impact of the Missouri minimum wage increases which phase in through 2023.

RECOMMENDED ACTION

BE IT RESOLVED that the following salary and wage policies for the 2020 calendar year be approved:

- 1) 2020 Policy for Faculty Salaries;
- 2) 2020 Policy for Exempt Staff Salaries;
- 3) 2020 Policy for Non-Exempt Staff Salaries;
- 4) 2020 Policy for Hourly Personnel Wage Rates;
- 5) 2020 Policy for Unit I Wage Rates; and
- 6) 2020 Policy for Off-Campus and Workshop Faculty Salaries; and

BE IT FURTHER RESOLVED that a copy of the six documents be attached to and made a part of the minutes for this meeting.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ATTACHMENTS

- 2020 Policy for Faculty Salaries
- 2020 Policy for Exempt Staff Salaries
- 2020 Policy for Non-Exempt Staff Salaries
- 2020 Policy for Hourly Personnel Wage Rates
- 2020 Policy for Unit I Wage Rates
- 2020 Policy for Off-Campus and Workshop Faculty Salaries

2020 Policy for Faculty Salaries

The Faculty Compensation Committee has made several recommendations regarding salaries which are designed to make Truman's compensation policies more competitive. Utilizing data gathered via a national survey conducted by the Colleges and Universities Professional Association (CUPA), the committee recommended several steps which would move faculty salaries closer to national medians for bachelors and masters institutions.

All full-time faculty will be increased by \$400. For 2020 salaries of 103 individual faculty will be increased by up to \$1,800 to move salaries toward the CUPA median.

This increase will be effective for faculty on the payroll as of January 1, 2020.

Faculty on the payroll as of January 1, 2020 who are less than full-time will be increased by prorated amounts based on full-time equivalent status.

2020 Policy for Exempt Staff Salaries

Full-time exempt staff salaries for the 2020 calendar year will be increased as follows:

Salaried up to \$29,999	+\$1,144
Salaried from \$30,000 to \$49,999	+\$ 825
Salaried from \$50,000 +	+\$ 750

This increase will be effective January 1, 2020 for employees on the payroll as of that date.

Less than full-time exempt salaries for the 2020 calendar year will be increased by prorated amounts based on full-time equivalent status.

2020 Policy for Non-Exempt Staff

Full-time non-exempt staff base salaries for the 2020 calendar year will be increased as follows:

Hourly up to \$14.42/hour	+0.55/hr
Hourly from \$14.43 to \$24.04	+0.40/hr
Hourly from \$24.05+	+0.36/hr

Less than full-time hourly salaries for the 2020 calendar year will be increased by prorated amounts based on full-time equivalent status.

Equity Adjustments:

The President of the University may grant adjustments in salaries to a limited number of faculty or staff members, when required for the purposes of equity and fairness. Such adjustments made by the President are to be reported to the Board at its next regular meeting.

2020 Policy for Hourly Personnel Wage Rates

The standard starting wage for employees in clerical, secretarial and similar office positions is to be as follows during the 2020 calendar year.

Grade	Title	Hourly
A	Office Assistant 1	\$10.75
B	Office Assistant 2	\$11.00
C	Administrative Assistant 1	\$12.48
D	Administrative Assistant 2	\$14.10

Individuals above this scale who are non-exempt employees in their positions will receive an hourly wage rate as follows:

- Current hourly wage rate below \$14.42 +0.55/hour
- Current hourly wage rate \$14.42 and higher +0.40/hour

2020 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2020 calendar year.

WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Probationary	\$18.00	\$12.80
Step 1	\$18.90	\$13.20
Step 2	\$19.90	\$13.70
Step 3	\$21.00	\$14.30

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Probationary	\$13.44	\$13.04
Step 1	\$14.06	\$13.55
Step 2	\$14.94	\$14.33
Step 3	\$15.65	\$14.92

<u>Wage Status</u>	<u>Groundskeeper</u>	<u>Mover/Laborer</u>	<u>Housekeeper</u>
Probationary	\$10.34	\$10.12	\$ 9.94
Step 1	\$10.65	\$10.43	\$10.27
Step 2	\$11.26	\$11.04	\$10.87
Step 3	\$11.73	\$11.55	\$11.38

- Probationary = Starting Pay
- Step 1 = After 90 days Probationary Period
- Step 2 = 1st year anniversary
- Step 3 = 2nd year anniversary

Individuals on Step Schedule receive applicable increases on anniversary date.

Individuals above this scale who are non-exempt employees in their positions will receive an hourly wage rate increase as follows:

Current hourly wage rate below \$14.42	+0.55/hour
Current hourly wage rate \$14.42 and higher	+0.40/hour

2020 Policy for Off-Campus and Workshop Faculty Salaries

Instructors of off-campus courses and workshops are to be paid the following salaries during the 2020 Fiscal Year.

<u>Status</u>	<u>Teaching Experience for the University</u>	<u>Salary for each Credit Hour of Instruction</u>
University Faculty Member	--	\$ 925
Non-University Faculty Member	Less than 5 years	\$ 925
	5 years or more but Less than 10 years	\$ 975
	10 years or more	\$1000

The 2020 calendar year rates require a minimum of 20 students, with the salary decreased by 1/20 for each student fewer than 20 for off-campus Professional Development classes.

University faculty teaching workshops are paid at the rate of \$925 per credit hour provided tuition and fees cover the faculty member's salary and benefit costs.

ITEM I
Agenda Items for Future Meetings

DESCRIPTION AND BACKGROUND

A list of projected agenda items for the regular meetings during the next year follows this page.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

List of Projected Agenda Items

LIST OF PROJECTED AGENDA ITEMS
Regular Meetings of Board of Governors
Year Following the February 2020 Meeting

February 2020 Meeting

Participation in campus events
Annual photograph of board and president
Recognition of past board chair
Minutes for open session of last meeting
President's report
Advancement and/or foundation report
Academic affairs report
Student affairs report
Enrollment management report
Annual legislative consultant report
Annual student government report
Financial report
Construction projects report
External audit firm (as contract expires)
Academic calendar (as needed)
Board of Governors conflict of interest policy review
Dates and agenda items for future meetings
Minutes for closed session of last meeting
Personnel actions report
Annual general counsel evaluation committee appointments

April 2020 Meeting

Participation in campus events
Minutes for open session of last meeting
President's report
Advancement and/or foundation report
Academic affairs report
Student affairs report
Enrollment management report
Annual faculty senate report
Financial report
Construction projects report
Depository bank for next two fiscal years (as contracts expire)
Food service contractor (as contracts expire)
Bookstore contractor (as contracts expire)
Enrollment fees for next fiscal year
Dates and agenda items for future meetings
Minutes for closed session of last meeting
Personnel actions report
Treasurers for next fiscal year
Annual general counsel evaluation and appointment for next fiscal year
Annual presidential review committee appointments

(NOTE: Agenda items noted in bold italics are discretionary reports and subject to change.)

June 2020 Meeting/Retreat

Participation in campus events

Minutes for open session of last meeting

President's report

Advancement and/or foundation report

Academic affairs/assessment report

Student affairs report

Enrollment management report

Financial report

Construction projects report

State capital funds request for next legislative session

Operating budgets for next fiscal year

Salary policies for next fiscal year (expected to move to October or December)

Union agreement renewal (in even numbered years)

Dates and agenda items for future meetings

Minutes for closed session of last meeting

Personnel actions report

Tenure review

Faculty promotions

Annual presidential review

August 2020 Meeting

Participation in campus events

Minutes for open session of last meeting

President's report

Advancement and/or foundation report

Academic affairs report

Student affairs report

Enrollment management report

Annual athletics report

Annual staff council report

Financial report

Construction projects report

Local capital budgets for current fiscal year

State appropriation request for next fiscal year

Honorary degree consideration

Dates and agenda items for future meetings

Minutes for closed session of last meeting

Personnel actions report

Conclusion of presidential review process

October 2020 Meeting

Participation in campus events

Minutes for open session of last meeting

President's report

Advancement and/or foundation report

Academic affairs report

(NOTE: Agenda items noted in bold italics are discretionary reports and subject to change.)

Student affairs report

Enrollment management report

Financial report

Audit report

Construction projects report

Dates and agenda items for future meetings

Minutes for closed session of last meeting

Personnel actions report

December 2020 Meeting

Participation in campus events

Minutes for open session of last meeting

President's report

Advancement and/or foundation report

Academic affairs report

Student affairs report

Enrollment management report

Financial report

Construction projects report

Housing charges for next fiscal year

Governmental relations services (as contract expires)

Selection of officers for next calendar year

Annual board committee appointments

Annual foundation board appointments

Dates and agenda items for future meetings

Minutes for closed session of last meeting

Personnel actions report

Paid leaves of absence for next fiscal year

Tenure review for faculty members completing their review period at end of fall semester

The following items will be added to the agendas as needed:

University strategic plan reports

Campus master plan reports

Reports from administrative areas

Approval of new or revised policies

Approval of architects and/or engineers for construction projects

Approval of new construction projects over \$100,000

Approval of equipment purchases and leases over \$100,000

Approval of consulting services over \$10,000

Approval of change orders for major changes in construction projects

Approval of real estate acquisitions

Litigation and legal action reports

(NOTE: Agenda items noted in bold italics are discretionary reports and subject to change.)

ITEM J
Dates for Future Meetings

DESCRIPTION AND BACKGROUND

It is helpful to schedule, at least tentatively, the dates for board meetings during the next year. The tentatively scheduled dates are subject to change by the Board, but the preliminary action permits both Board members and staff members to avoid the scheduling of other activities on the targeted dates for board meetings. In addition to the regularly scheduled meetings, special meetings can be called by the Chair of the Board or by three members of the Board. A schedule of calendar events for the next year follows this page.

RECOMMENDED ACTION

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, February 8, 2020, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

Saturday, April 4, 2020;
Saturday, June 13, 2020;
Saturday, August 1, 2020;
Friday, October 23, 2020; and
Saturday, December 5, 2020.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____

ATTACHMENT

Calendar of Events December 2019 – December 2020

CALENDAR OF EVENTS
December 2019 - December 2020

2019

December	7	BOARD OF GOVERNORS MEETING
	14	Fall Commencement, 11:00 a.m.
	23-26	Christmas Holiday
	27	Energy Conservation Day

2020

January	1	New Year's Day Holiday
	13	Spring Classes Begin
	20	Martin Luther King, Jr. Day Holiday
	25	Admission Showcase Event
February	8	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
March	2	Lyceum: Golden Dragon Acrobats
	9-13	Spring Break (students)
	27	Lyceum: The StepCrew
	28	Admission Showcase Event
April	4	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	4	Foundation Board Meeting and Banquet
	13	Term Break (students); Spring Holiday
	16	Student Research Conference
	25	Admission Showcase Event
May	9	Spring Commencement, 2:00 p.m.
	25	Memorial Day Holiday
	26	Summer School Begins
June	13	BOARD OF GOVERNORS MEETING/RETREAT (TENTATIVE DATE)
July	3	Independence Day Holiday
August	1	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	12	Fall Semester Begins with Truman Week
September	5	Home Football - Saginaw Valley State University
	7	Labor Day
	19	Admission Showcase Event
	26	Family Day
	26	Home Football - University of Indianapolis
October	3	Home Football - Lindenwood University
	10	Admission Showcase Event
	15-16	Mid-Term Break (students)
	19-24	Homecoming Week
	23	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	24	Home Football - William Jewell College
	31	Home Football - Quincy University

Calendar of Events
December 2019 - December 2020

November	7	Admission Showcase Event
	23-27	Thanksgiving Break (students)
	25-27	Thanksgiving Holiday
December	5	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	12	Fall Commencement, 11:00 a.m.
	23-25	Christmas Holiday
	31	New Year's Day Holiday

ITEM K
Agenda Items for Closed Session

RECOMMENDED ACTION

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for “Records which are protected from disclosure by law”;
2. Individual personnel actions under Subsection 3 of the statute for “Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded”;
3. Confidential communications with the General Counsel; and
4. Purchase or sale of real estate under Subsection 2 of the statute for “Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and

BE IT FURTHER RESOLVED that if any business not covered by the stated reasons for the closed session is raised during the closed session, then this meeting shall be reopened to the public and an announcement about a resumption of the open session shall be made in the hallway outside of the meeting room.

Moved by _____
Seconded by _____
Vote: Aye _____
Nay _____