

NOTICE OF MEETING
Board of Governors Meeting
Truman State University
August 3, 2024

The Board of Governors for Truman State University will meet on Saturday, August 3, 2024, on the University campus in Kirksville, Missouri. The meeting, scheduled for 1:00 p.m., will be held in the Conference Room (3000) of the Student Union Building. The public is invited to attend.

The tentative agenda for the meeting is attached to this notice. Items M through O on the following schedule 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 needing assistance with the meeting should contact the President's Office at Truman State University (200 McClain Hall, presoffice@truman.edu, or 660-785-4100).

Dated this 25th day of July 2024.

A handwritten signature in black ink that reads "Susan L. Thomas". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

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

TENTATIVE AGENDA
Board of Governors Meeting
Truman State University
August 3, 2024

- 8:30 a.m. Board of Governors Working Session, Alumni Room, Student Union Building
- 9:30 a.m. Board of Governors Campus Tour
- 11:00 a.m. Board of Governors Academic Affairs and Student Services Committee Meeting, Room 3201, Student Union Building (Governors Christofferson, Burks, and Gingrich)
- 11:00 a.m. Board of Governors Budget and Capital Projects Committee Meeting, Room 3202, Student Union Building (Governors Lovegreen, Dameron, and Gingrich)
- 11:00 a.m. Board of Governors Finance and Auditing Committee Meeting, Room 3203, Student Union Building (Governors Burkemper, McClaskey, and Gingrich)
- 1:00 p.m. Board of Governors Open Session Meeting, Conference Room, Student Union Building
- ITEM A Call to Order and Chair Report
 - ITEM B Minutes for Open Session of Previous Meeting
 - ITEM C President's Report
 - ITEM D Academic Affairs and Student Services Committee Report
 - ITEM E Finance and Auditing Committee Report
 - ITEM F Financial Report
 - ITEM G Budget and Capital Projects Committee Report
 - ITEM G.1 Construction Projects Report
 - ITEM G.2 Contracts for Construction Projects and Equipment Purchases Report
 - ITEM H Consent Agenda
 - ITEM H.1 Local Capital Budgets for Fiscal Year 2025
 - ITEM H.2 State Appropriation Request for Fiscal Year 2026
 - ITEM H.3 Architectural Services – Student Union Chick-fil-A Renovation Project
 - ITEM I Requests for Naming Opportunities
 - ITEM J Agenda Items for Future Meetings
 - ITEM K Dates for Future Meetings
 - ITEM L Agenda Items for Closed Session
- Board of Governors Closed Session Meeting, Conference Room, Student Union Building
- ITEM M Minutes for Closed Session of Previous Meeting
 - ITEM N Interim General Counsel Report
 - ITEM O Personnel Actions Report
 - ITEM P Motion to Resume Open Session
- Board of Governors Open Session Meeting, Conference Room, Student Union Building
- ITEM Q Motion to Adjourn

ITEM A

Call to Order and Chair Report

DESCRIPTION AND BACKGROUND

Governor Nancy Gingrich, Chair of the Board, will call the meeting to order, recognize any 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 Previous Meetings

RECOMMENDED ACTION

BE IT RESOLVED that the minutes for the open session of the previous meeting on June 15, 2024, be approved.

Moved by _____
Seconded by _____

		Aye	Nay
Vote:	Burkemper	_____	_____
	Burks	_____	_____
	Christofferson	_____	_____
	Dameron	_____	_____
	Gingrich	_____	_____
	Lovegreen	_____	_____

ATTACHMENT

Minutes for Open Session of Meeting on June 15, 2024

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OPEN SESSION
OF MEETING ON
JUNE 15, 2024

The Board of Governors for Truman State University met on Saturday, June 15, 2024, in the Student Union Building Conference Room on the University campus in Kirksville, Missouri. Nancy Gingrich, the Chair of the Board, called the open session to order at 1:00 p.m.

Six voting members participated in the meeting. Sarah Burkemper, Taylor W. Burks, Philip J. Christofferson, Jennifer Kopp Dameron, Nancy Gingrich, and Bill Lovegreen. The seventh voting member position is vacant.

One non-voting member, Mike McClaskey, an out-of-state member, participated in the meeting. The second out-of-state member position and the student representative position are vacant.

Call to Order and Chair Report

Governor Gingrich called the meeting to order and welcomed all in attendance.

Minutes for Open Session of Previous Meetings

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the previous meetings on April 6, 2024, and April 27, 2024, be approved.

Governor Dameron seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted.

Welcome New Board Member – Taylor W. Burks

Governor Gingrich welcomed Governor Burks to the Board. On April 15, 2024, Missouri Governor Michael L. Parson appointed Governor Burks to the Truman State University Board of Governors, filling the expired term of Cheryl J. Cozette. The Missouri Senate confirmed his appointment on April 25, 2024.

Resolution of Appreciation – Cheryl J. Cozette

Governor Christofferson moved for the adoption of the following resolution:

WHEREAS, the Honorable Cheryl J. Cozette served as a member of the Truman State University Board of Governors from April 2007 through April 2024, at the request of the Governor of Missouri in both April 2007 and May 2018; and

WHEREAS, during her tenure, Governor Cozette served as Secretary, Vice Chair, and Chair of the Board a total of three times, and her leadership was instrumental in guiding the University through four presidential search processes and overseeing various other committees of the Board, all of which made a lasting impact on the future direction and success of the University; and

WHEREAS, Governor Cozette, through her role as a public educator, displayed an unqualified commitment to the University's quest for excellence and focus on student learning, serving as a constant touchstone for the Board to always consider what would be in the best interest of the students; and

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WHEREAS, Governor Cozette consistently carried out her duties with the highest level of professionalism, which, along with her love of people and her genuine and caring personality, earned her the respect and admiration of the Board, the administration, faculty, staff, and students; and

WHEREAS, it is the hope of those still at Truman that Governor Cozette, along with her husband Steve and their beautiful German Shepherd Heidi, return to campus often as they will always and forever be members of the Truman family;

NOW, THEREFORE, BE IT RESOLVED that the Truman State University Board of Governors hereby express their genuine gratitude to the Honorable Cheryl J. Cozette for her guidance and leadership and her distinguished and commendable service as a member and officer of the Truman State University Board of Governors; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Governor Cozette as a tangible expression of deep appreciation and felicitation.

Governor Burkemper seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted. Governor Gingrich noted that Governor Cozette plans to return to campus for Homecoming. At that time, the Board will recognize her service.

Resolution of Appreciation – Ella Schnake

Governor Burkemper moved for the adoption of the following resolution:

WHEREAS, the Honorable Ella Schnake served as Student Representative to the Board of Governors of Truman State University from April 2023 through her graduation from Truman in May 2024, providing a compelling and persuasive voice for students and giving sound and wise advice to the Board of Governors; and

WHEREAS, during her tenure, Governor Schnake earned the respect and admiration of the Board, administration, faculty, staff, and students, displaying intellectual integrity, maturity, dedication, warmth, grace, and leadership; and

WHEREAS, as a political science and international relations major and a member of the Truman State University Forensics Union, she consistently brought honor and prestige to the University through her exceptional performance, including being named National Champion in Interviewing and National Champion in Impromptu Speaking at the 2022 Phi Kappa Delta Biennial National Tournament; and

WHEREAS, the members of the Board have enjoyed working with such a dedicated, delightful, poised, and knowledgeable member of the student body;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Truman State University hereby expresses its sincere gratitude to the Honorable Ella Schnake for her distinguished service as Student Representative to the Truman State University Board of Governors and offers its best wishes in all her future endeavors; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Governor Schnake as a tangible expression of appreciation and felicitation.

Governor Lovegreen seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted. Governor Gingrich noted that Governor Schnake plans to return to campus for Homecoming. At that time, the Board will recognize her service.

Resolution of Commendation – Jacob Morris

Governor Christofferson moved for the adoption of the following resolution:

WHEREAS, the Truman State University Board of Governors desires to recognize students whenever they attain excellence in nationally competitive activities; and

WHEREAS, Jacob Morris, a graduate student in the Master of Arts in Education program with a Bachelor of Science in Mathematics from St. Peters, Missouri, earned the National Championship in the Men's Discus Throw at the 2024 NCAA Division II Track and Field Championship; and

WHEREAS, Morris took the lead on his second throw with a measurement of 57.75 meters (189.5 feet), a mark that would stand up through the final round of flight two and then the final three rounds of the finals; and

WHEREAS, Morris, the now three-time Great Lakes Valley Conference Discus Champion, two-time GLVC Outdoor Field Athlete of the Year, and GLVC discus throw record holder, in his third trip to the NCAA Championships, becomes the first Bulldog men's thrower to win a national championship, the seventh individual to win a title, and 10th overall champion in the program's history bringing honor and dignity to this institution and the students, faculty, staff, and alumni;

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Truman State University hereby expresses its great appreciation and commendation to Jacob Morris for representing Truman State University in such an exemplary fashion and on being named the University's first-ever NCAA National Champion in Men's Discus; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Morris as a tangible expression of appreciation and felicitation.

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Governor Lovegreen seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted. Governor Gingrich noted that Jacob will be present at the October meeting. At that time, the Board will recognize his accomplishments.

President's Report

Dr. Susan L. Thomas, University President provided legislative updates and shared her selected engagements report.

Enrollment Management Report

Dr. Tyana Lange, Vice President for Student Engagement, Enrollment and Marketing, provided the annual Enrollment Management Report.

Academic Affairs and Student Services Committee Report

Governor Christofferson, Chair of the Academic Affairs and Student Services Committee, reported on the meeting held earlier in the day.

Finance and Auditing Committee Report

Governor Burkemper, Chair of the Finance and Auditing Committee, reported on the meeting held earlier in the day.

Financial Report

Governor Burkemper presented the Financial Report, which included a review of education and general revenues and expenditures; auxiliary system revenue and expenditures; and Truman State University Foundation revenues and expenditures as of April 30, 2024, compared to April 30, 2023.

Budget and Capital Projects Committee Report

Governor Lovegreen, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held earlier in the day.

Construction Projects Report

Governor Lovegreen provided an update on construction projects approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases

Governor Lovegreen noted that no construction projects or equipment purchases totaling \$25,000 to \$100,000 had been approved since the last board meeting.

Consent Agenda

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that the following consent agenda items be approved and attached to the minutes as exhibits:

- ITEM L.1 State Capital Improvement and Maintenance Request for Fiscal Year 2026
- ITEM L.2 Purchase of Equipment – Planetarium Projector Replacement

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ITEM L.3 Academic Promotion Salary Increase for 2024-25
Academic Year

Governor Dameron seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted, and the Secretary designated copies of the items as Exhibits A, B, and C.

Operating Budgets for Fiscal Year 2025

Governor Lovegreen moved the adoption of the following resolution:

BE IT RESOLVED that the "Operating Budgets for Fiscal Year 2025" be approved and adopted; and

BE IT FURTHER RESOLVED that the President of the University is authorized to adjust the operating budget should state appropriations levels change; and

BE IT FURTHER RESOLVED that a copy of the document be attached to the minutes as an exhibit.

Governor Christofferson seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted, and the Secretary designated a copy of the document as Exhibit D.

Marketing and Management Services for Fiscal Year 2025

Governor Lovegreen moved for the adoption of the following resolution:

BE IT RESOLVED that the President of the University, or her designee, is hereby authorized to execute a contract with Enliven Agency, LLC, to provide marketing services to the University for the period of July 1, 2024, through June 30, 2025, at a cost not to exceed a total cost \$693,000; and

BE IT FURTHER RESOLVED that the proposal from Enliven Agency, LLC, be attached to the minutes as an exhibit.

Governor Dameron seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted, and the Secretary designated a copy of the proposal as Exhibit E.

Request for Naming Opportunities

Governor Lovegreen moved for the adoption of the following resolution:

BE IT RESOLVED that upon receiving gifts totaling \$15,000 to the Meredith Willcox Career Planning Office fund, a gift which meets the guidelines for naming opportunities per Foundation Board policy, that Room 1017 of the University Career Center, located in the Kirk Building, be named the Meredith Willcox Career Planning Office in recognition of the financial contribution; and

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BE IT RESOLVED that upon receiving gifts totaling \$10,000 to the Dr. Jacqueline Collett Box Office Fund, a gift which meets the guidelines for naming opportunities per Foundation Board policy, that the Box Office in Baldwin Hall Auditorium be named the Dr. Jacqueline Collett Box Office in recognition of the financial contribution; and

BE IT FURTHER RESOLVED that the Board of Governors reserves the right to change or remove the name of this facility if it is determined that the naming is no longer in the best interest of the University.

Governor Dameron seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted.

Agenda Items for Future Meetings

Governor Gingrich reviewed a list of projected agenda items for the regular meetings during the following year.

Dates for Future Meetings

Governor Burkemper moved for the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, August 3, 2024, 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:

Friday, October 25, 2024;
Saturday, December 7, 2024;
Saturday, February 8, 2025;
Saturday, April 5, 2025; and
Saturday, June 14, 2025.

Governor Christofferson seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted.

Agenda Items for Closed Session

Governor Christofferson moved for 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:

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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. Confidential communications with the General Counsel, as defined in Subsection 1 of the statute;
3. 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
4. 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.”

Governor Lovegreen seconded the motion, which was carried by a unanimous vote of 6 to 0, with Governors Burkemper, Burks, Christofferson, Dameron, Gingrich, and Lovegreen voting Aye. Governor Gingrich declared the motion duly adopted.

The closed session of the meeting began shortly after 2:00 p.m.

The open session of the meeting resumed shortly after 3:00 p.m.

With no further business, Governor Lovegreen moved that the meeting be adjourned. Governor Christofferson seconded the motion, which was carried by a unanimous vote of 6 to 0. Governor Gingrich declared the motion duly adopted, and the meeting was adjourned shortly after 3:05 p.m.

William B. Lovegreen
Secretary of the Board of Governors

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 3rd day of August 2024.

Nancy Gingrich
Chair of the Board of Governors

ITEM C
President's Report

DESCRIPTION AND BACKGROUND

Dr. Sue Thomas, University President, will report on items of current interest.

RECOMMENDED ACTION

This is a discussion item only.

ITEM D**Academic Affairs and Student Services Committee Report****DESCRIPTION AND BACKGROUND**

Governor Philip Christofferson, Chair of the Academic Affairs and Student Services Committee, will report on the meeting held earlier in the day.

RECOMMENDED ACTION

This is a discussion item only.

ITEM E

Finance and Auditing Committee Report

DESCRIPTION AND BACKGROUND

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

RECOMMENDED ACTION

This is a discussion item only.

ITEM F
Financial Report

DESCRIPTION AND BACKGROUND

The Financial Report includes a review of education and general revenues and expenditures, auxiliary system revenues and expenditures, and Truman State University Foundation revenues and expenditures as of June 30, 2024, compared to June 30, 2023.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Truman State University Financial Report - June 30, 2024, compared to June 30, 2023

Truman State University Financial Report

June 30, 2024 compared to June 30, 2023

Education & General (Pages A1-A3)

Revenue increased by \$2M (2.3%) to \$87.8M. The distribution by source for the last three fiscal years is outlined in Figure 1. Revenue ended at 99% of budget.

Despite a 5% rate increase, tuition revenue decreased by \$932,515 (2.7%) as a result of 324 and 224 fewer students enrolled for the fall and spring terms, respectively.

State of Missouri revenue of \$47.3M was \$2.4M (5.3%) ahead of prior year. While the normal appropriation increased 7%, last year's Missouri State Employees' Retirement System (MOSERS) appropriation was not repeated.

Other revenue grew \$1M to \$4M (33.8%) due to improved investment performance associated with the University's fixed income portfolio. Course and other fees fell by \$490,789 (12.9%) to \$3.3M. Fee variances, other than tuition, are outlined in Figure 2.

Figure 1: Education & General Revenues

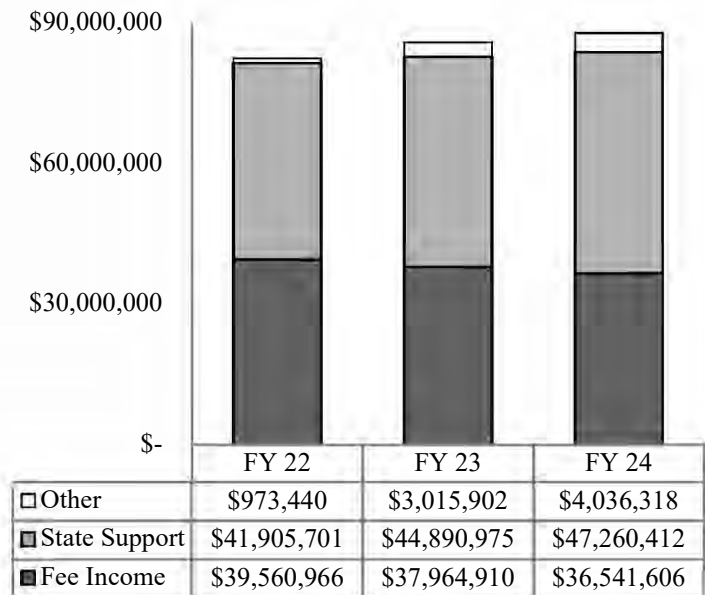
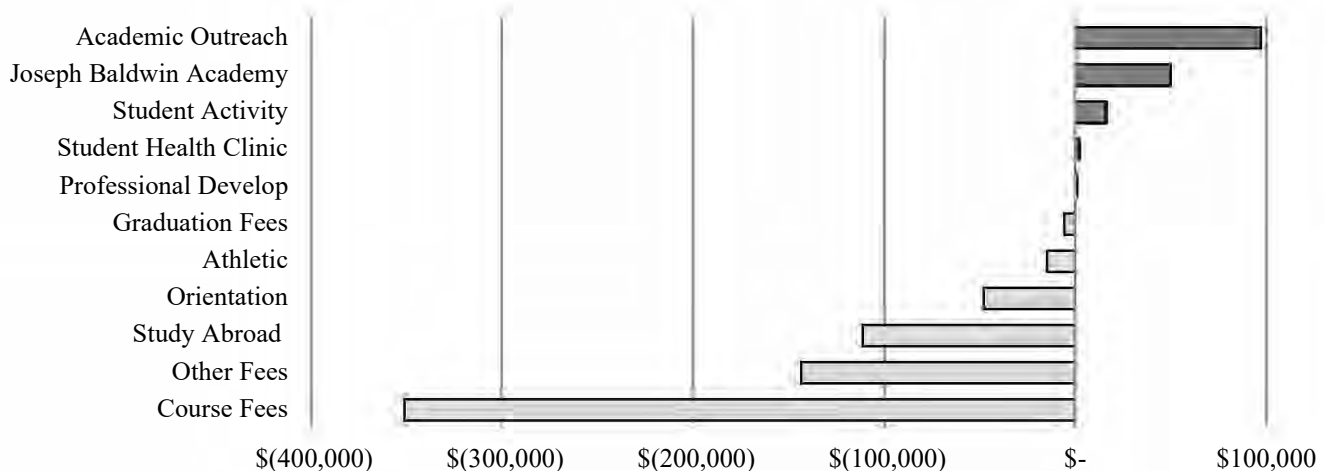


Figure 2: Local Fee Revenue Variances (FY 23 to FY 24)

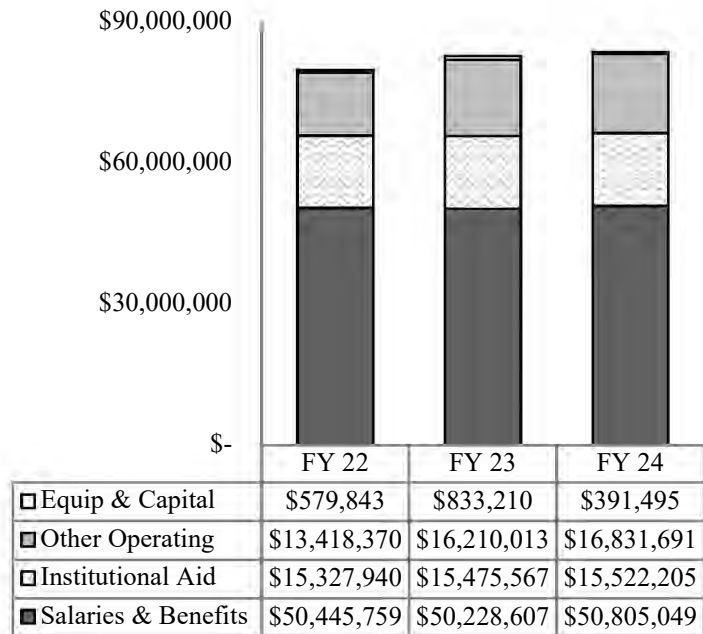


Education and general expenses grew by \$803,043 (1%) to \$83.6M. Expenses ended at 89% of budget. Spending for the last three fiscal years is outlined in Figure 3, and notable variances included:

- Compensation increased by \$576,442 (1.2%). A December retention incentive (\$200,500) paid to 401 employees combined with a 3% average salary increase resulted in higher wages. Associated benefit costs grew due to higher wages, a 1% MOSERS pension rate increase and higher health insurance costs.
- Equipment and capital expense decreased by \$441,714 (53%) based on unrepeated purchases associated with the softball field artificial surface (\$291,143), the University farm solar array installation (\$77,630) and reduced automotive capital lease costs (\$40,480).
- Other expenses grew \$546,197 (22.8%) due to higher insurance premiums (\$373,548), prospective student promotional items (\$81,137) and bad debt expense associated with uncollectible student accounts (\$58,000).

- Supplies fell \$175,494 (11%) due to fewer computer purchases (\$130,404) and a reduction in overall furniture costs (\$35,156).
- Travel-related costs grew \$99,186 (6.5%) due to lodging (\$29,591), conferences (\$27,995), student recruitment (\$25,716) and vehicle rental costs (\$21,977).
- Office contracts increased \$75,810 (4%) based on the purchase of a faculty management information system, investments in network security, and higher overall software renewal costs.
- Utilities increased \$47,566 (1.7%) due to higher electric rates.
- Despite fewer enrolled students, institutional aid grew slightly by \$46,638 (0.3%) due to increases in merit-based scholarships on a per student basis.

Figure 3: Education & General Expenses



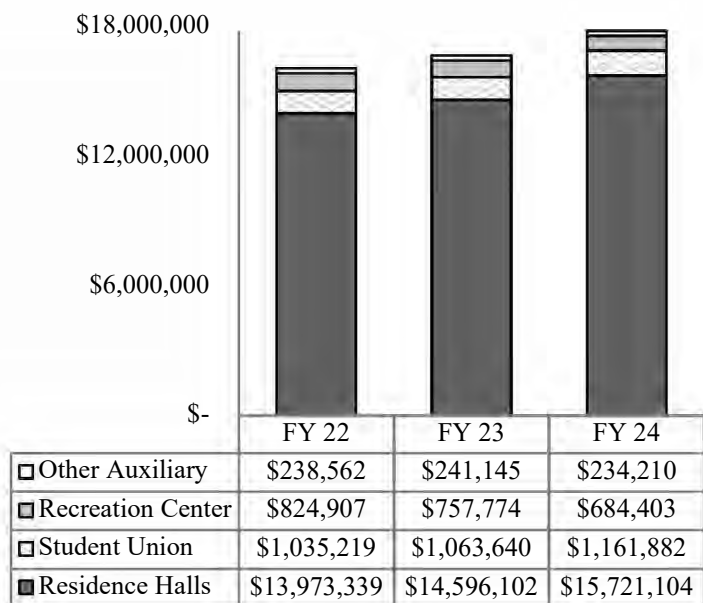
Certain accounts continued as current resources to cover items ordered with fiscal year 2024 funds (but not delivered by June 30). Other current balances roll over to future years for specific uses, such as unspent student activity fees. Similarly, parking revenues are transferred to plant for lot maintenance. Based on unaudited results, an estimated \$2.7M may be reallocated to the local capital budget

Auxiliary Systems (Pages B1-B3)

Revenue grew by \$1.1M (6.9%) to \$17.8M due to a \$1.1M (7.7%) increase in residence life income. Despite year-over-year reductions of 44 and 47 student residents for the fall and spring terms, respectively, several factors contributed to higher residence hall income. Those factors included a 5.7% increase in room and board prices, improved investment returns, increased Sodexo reinvestment, and larger camp attendance.

Student Union revenue grew by \$98,242 (9.2%) to \$1.2M due to a corresponding \$20 increase in the associated per student fee. Recreation Center income fell by \$73,372 (9.7%) as a result of lower enrollment. Other auxiliary revenue also decreased by \$6,935 (2.9%) due to a reduction in printing income. The revenue distribution for the last three fiscal years is outlined in Figure 4, and revenues ended at 109% of budget.

Figure 4: Auxiliary Revenues

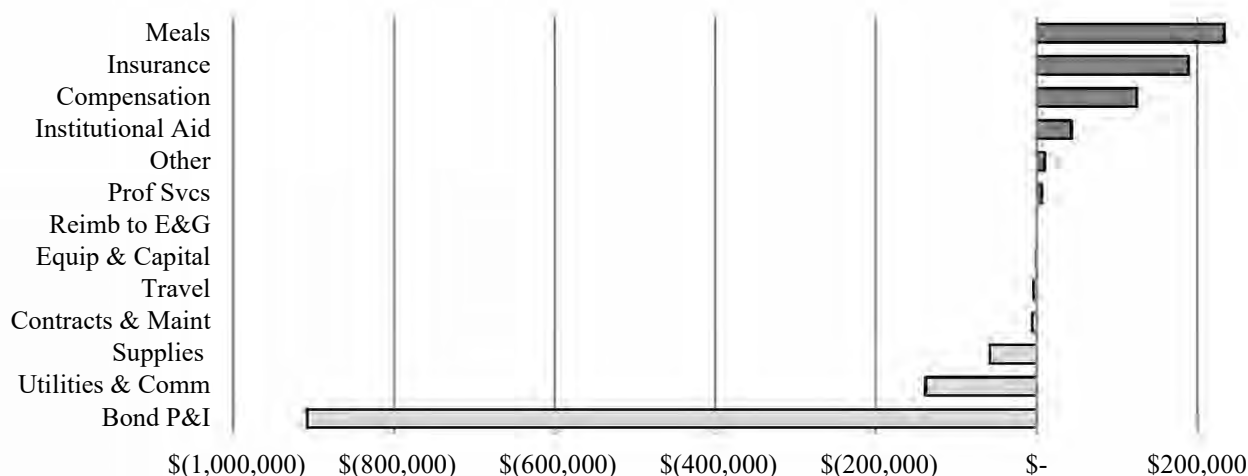


Auxiliary expenses fell \$504,874 (3.1%) to \$15.7M. Expenses ended at 93% of budget. Expenses were allocated across auxiliary units as illustrated in Figure 5 and included the following variances:

- Financing costs decreased \$908,197 (24.8%) due to the retirement of the 2015 revenue bond series.
- Overall meal costs increased \$234,027 (4.3%) due to higher food costs.

- Other expenses increased \$187,918 (38.6%) due to higher insurance premiums.
- Compensation grew \$125,384 (4.5%) due to a 3% average annual salary action along with associated increases in pension and health insurance costs.
- Utilities fell \$125,729 (7%) due to reductions in natural gas rates and utilized square footage.
- Supplies decreased \$57,817 (12.8%) due to reduction in maintenance-related supplies and materials.
- Institutional aid grew \$43,677 (4.4%) as an increase in merit-based scholarships on a per student basis resulted in a larger proportion of funding available for housing-related costs.

Figure 5: Auxiliary Expense Variances (FY 23 to FY 24)



Certain accounts continue as current resources to cover items ordered with fiscal year 2024 funds (but not delivered by June 30). Other fiscal year 2024 balances will roll over to future years for specific uses. The contracted \$361,198 Sodexo reinvestment payment will be transferred to plant funds to pay for future food service renovations. Based on unaudited results, an estimated \$1.03M may be reallocated to the Housing System, \$100,000 to the Student Union Building and \$8,000 to the Student Recreation Center for future building improvements.

Truman State University Foundation (Pages C1-C3)

Statement of Net Position (Page C-1)

Net position increased \$6.9M (9.7%) to \$78.4M. Current assets fell by \$1.2M (15.6%) to \$6.4M as short-term investments decreased by \$514,183 following Greenwood Center capital transfers. In the prior fiscal year, the State of Missouri returned the Kirk Student Success Center initial \$500,000 investment, and that transaction was not repeated. Non-current assets grew \$8M (12.5%) to \$72.5M as a result of an increase in overall investment value. The long-term portion of loans receivable decreased \$100,038 due to fewer outstanding student loans. Current liabilities fell \$20,863 (11.9%) based on a corresponding decrease in accounts payable. Long-term annuities payable decreased by \$71,989 (18.8%) to \$311,532.

Statement of Revenues, Expenditures and Changes in Net Position (Page C-2)

Overall giving increased \$96,915 (3.7%) to \$2.7M. Overall investment revenue increased \$3.6M as a result of strong equity performance and stable fixed income returns. Net expenses and transfers to the University increased \$877,012 (22%) to \$4.8M. The variance was primarily caused by the aforementioned increase in capital transfers for the Greenwood Center. Other noteworthy expense variances included an \$185,296 reduction in student scholarships and an \$117,000 increase in government relations consulting fees.

Investments Schedule (Page C-3)

Investments (including endowed, short-term, long-term, and annuities) increased by \$7.6M (10.8%) to \$78.1M. Year-over-year changes, predominantly unrealized, were concentrated in equity funds and private limited partnership investments. The Foundation also holds beneficial interests in three trusts, and their combined value increased by \$346,421 (8.7%) to \$4.3M.

Truman State University
Budget to Actual
For the period ending June 30

Education & General	FY24 Budget	FY24 To Date	Percent of Budget This Year	Percent of Budget Last Year
Revenues				
State Sourced Income	\$ 48,722,074	\$ 47,260,412	97.0%	
Local Income	39,713,850	40,577,924	102.2%	
Total Budgeted Revenues	88,435,924	87,838,336	99.3%	100.1%
Rollover from prior year	5,511,680			
Total Resources to Spend	\$ 93,947,604			
Expenses				
Faculty/Staff Salaries	35,421,202	33,925,824	95.8%	
Student Employment	3,509,682	2,150,649	61.3%	
Fringe Benefits	15,208,028	14,728,575	96.8%	
Total Salaries & Fringe Benefits	54,138,912	50,805,049	93.8%	94.0%
Equipment & Capitalized Expense	1,181,841	391,495	33.1%	74.7%
Operations				
Other Expense	18,226,851	13,894,482	76.2%	
Institutional Aid	17,300,000	15,522,205	89.7%	
Utilities	3,100,000	2,937,209	94.7%	
Total Operations	38,626,851	32,353,897	83.8%	83.6%
Total Education & General Expense	\$ 93,947,604	\$ 83,550,441	88.9%	89.5%

Truman State University
Operating Receipts by Fund
For the period ending June 30

Education & General	FY22 Receipts	FY23 Receipts	FY24 Receipts	Change FY23 to FY24	% Change FY23 to FY24
State Appropriation					
State Appropriation	\$ 41,905,701	\$ 44,168,609	\$ 47,260,412	\$ 3,091,803	7.0%
MOSERS Appropriation	-	722,366	-	(722,366)	-100.0%
Total State Sourced Income	41,905,701	44,890,975	47,260,412	2,369,437	5.3%
Enrollment Fees					
Enrollment Fees	35,623,860	34,166,128	33,233,613	(932,515)	-2.7%
Course Fees	1,890,364	1,839,895	1,488,962	(350,933)	-19.1%
Other Fees	1,113,540	1,137,829	994,265	(143,563)	-12.6%
Student Activity Fees	286,091	251,711	267,917	16,206	6.4%
Athletic Fees	395,078	347,601	332,961	(14,640)	-4.2%
Health Clinic Fees	252,033	221,746	223,888	2,142	1.0%
Total Student Fees	39,560,966	37,964,910	36,541,606	(1,423,304)	-3.7%
Other Operating & Non-Operating	973,440	3,015,902	4,036,318	1,020,416	33.8%
Total Education & General	\$ 82,440,107	\$ 85,871,787	\$ 87,838,336	\$ 1,966,549	2.3%

Truman State University
Operating Expense by Fund
For the period ending June 30

	FY22 Expense	FY23 Expense	FY24 Expense	Change FY23 to FY24	% Change FY23 to FY24
Education & General					
Salaries & Fringe Benefits					
Faculty & Staff Salaries	\$ 33,342,272	\$ 33,509,542	\$ 33,925,824	\$ 416,283	1.24%
Student Employment	2,186,596	2,172,250	2,150,649	(21,600)	-0.99%
Fringe Benefits	14,916,891	14,546,816	14,728,575	181,760	1.25%
Total Salary & Fringe Benefits	50,445,759	50,228,607	50,805,049	576,442	1.15%
Equipment & Capital Expenses	579,843	833,210	391,495	(441,714)	-53.01%
Operations					
Institutional Aid	15,327,940	15,475,567	15,522,205	46,638	0.30%
Travel	904,291	1,532,388	1,631,574	99,186	6.47%
Utilities	2,302,714	2,889,643	2,937,209	47,566	1.65%
Professional Services	3,215,601	3,007,756	2,968,975	(38,781)	-1.29%
Supplies	1,588,511	1,600,450	1,424,956	(175,494)	-10.97%
Office Contracts	1,270,996	1,896,722	1,972,532	75,810	4.00%
Library Acquisitions	979,807	964,855	989,115	24,260	2.51%
Communications	606,933	623,385	659,004	35,619	5.71%
Energy Lease Principal & Interest	840,000	840,000	840,000	-	0.00%
Maintenance & Repair	217,255	454,420	461,734	7,314	1.61%
Other Expense	1,492,262	2,400,393	2,946,590	546,197	22.75%
Total Operations	28,746,310	31,685,580	32,353,896	668,316	2.11%
Total Education & General	\$ 79,771,912	\$ 82,747,397	\$ 83,550,441	\$ 803,043	0.97%

**Truman State University
Budget to Actual
For the period ending June 30**

Auxiliary Systems	FY24 Budget	FY24 To Date	Percent of Budget This Year	Percent of Budget Last Year
Revenues				
Residence Halls	\$ 14,251,000	\$ 15,721,104		
Student Union	1,076,000	1,161,882		
Recreation Center	729,000	684,403		
Other Auxiliary	264,000	234,210		
Total Budgeted Revenues	16,320,000	17,801,599	109.1%	96.0%
Rollover from prior year	489,705			
Total Resources to Spend	\$ 16,809,705			
Expenses				
Salaries	1,641,575	1,192,956		
Student Salaries	444,321	567,198		
Fringe Benefits	1,016,407	1,153,421		
Total Salaries & Fringe Benefits	3,102,303	2,913,575	93.9%	102.8%
Equipment /Capitalized Expense	-	75,721	0.0%	439.0%
Operations				
Bond Principal & Interest	2,752,832	2,752,832	100.0%	
Meals-Contract Food Service	5,490,000	5,178,319	94.3%	
Other Expense	2,567,220	2,066,709	80.5%	
Institutional Aid	820,350	1,035,638	126.2%	
Utilities	2,077,000	1,666,000	80.2%	
Total Operations	13,707,402	12,699,498	92.6%	89.1%
Total Auxiliary Expense	\$ 16,809,705	\$ 15,688,794	93.3%	91.8%

Truman State University
Operating Receipts by Fund
For the period ending June 30

	<u>FY22</u> <u>Receipts</u>	<u>FY23</u> <u>Receipts</u>	<u>FY24</u> <u>Receipts</u>	<u>Change</u> <u>FY23 to FY24</u>	<u>% Change</u> <u>FY23 to FY24</u>
Auxiliary					
Residence Halls	\$ 13,973,339	\$ 14,596,102	\$ 15,721,104	\$ 1,125,002	7.7%
Student Union	1,035,219	1,063,640	1,161,882	98,242	9.2%
Recreation Center	824,907	757,774	684,403	(73,372)	-9.7%
Other Auxiliary	238,562	241,145	234,210	(6,935)	-2.9%
Total Auxiliary	<u><u>\$ 16,072,027</u></u>	<u><u>\$ 16,658,661</u></u>	<u><u>\$ 17,801,599</u></u>	<u><u>\$ 1,142,938</u></u>	<u><u>6.9%</u></u>

Truman State University
Operating Expense by Fund
For the period ending June 30

	<u>FY22</u> <u>Expense</u>	<u>FY23</u> <u>Expense</u>	<u>FY24</u> <u>Expense</u>	<u>Change</u> <u>FY23 to FY24</u>	<u>% Change</u> <u>FY23 to FY24</u>
Auxiliary					
Salaries & Fringe Benefits					
Administrative & Staff Salaries	\$ 1,461,482	\$ 1,140,469	\$ 1,192,956	\$ 52,487	4.6%
Student Wages	582,584	560,814	567,198	6,384	1.1%
Fringe Benefits	1,246,246	1,086,908	1,153,421	66,513	6.1%
Total Salary & Fringe Benefits	3,290,312	2,788,191	2,913,575	125,384	4.5%
Equipment & Capital Expenses	67,450	76,125	75,721	(404)	-0.5%
Operations					
Institutional Aid	1,014,422	991,961	1,035,638	43,677	4.4%
Supplies	526,268	450,748	392,931	(57,817)	-12.8%
Office Contracts	161,215	177,803	178,145	342	0.2%
Communications	57,938	42,552	30,117	(12,435)	-29.2%
Meals-Contract Food Service	4,916,799	4,943,142	5,178,319	235,177	4.8%
Meals-Other	340,428	437,546	436,396	(1,150)	-0.3%
Utilities	1,565,116	1,791,729	1,666,000	(125,729)	-7.0%
Professional Services	115,405	45,161	51,552	6,391	14.2%
Reimbursement to E & G	744,000	164,297	164,297	-	0.0%
Bond Principal & Interest	3,655,271	3,661,029	2,752,832	(908,197)	-24.8%
Maintenance & Repair	102,433	137,061	139,031	1,970	1.4%
Other Expense	431,994	486,322	674,240	187,918	38.6%
Total Operations	13,631,289	13,329,351	12,699,498	(629,853)	-4.7%
Total Auxiliary	\$ 16,989,051	\$ 16,193,668	\$ 15,688,794	\$ (504,874)	-3.1%

Truman State University Foundation
Statement of Net Position
June 30, 2023 Compared to June 30, 2024

	30-Jun-23	30-Jun-24	Change
	FY23	FY24	FY23 to FY24
Cash	\$ 419,857	\$ 311,458	\$ (108,398)
Short Term Investments	6,353,132	5,838,949	(514,183)
Other Current Assets	500,000	-	(500,000)
Prepaid Expenses	72,906	70,723	(2,183)
Interest Receivable	78,421	78,421	-
Due from Investment Management Firm	-	390	390
Loans Receivable, net of allowance	126,938	75,135	(51,803)
Current Assets	<u>7,551,253</u>	<u>6,375,076</u>	<u>(1,176,177)</u>
Investments	64,092,129	72,239,849	8,147,720
Loans Receivable, net of allowance	242,359	142,321	(100,038)
Cash Value of Life Insurance	156,783	156,783	-
Non-Current Assets	<u>64,491,271</u>	<u>72,538,953</u>	<u>8,047,682</u>
Total Assets	<u>72,042,524</u>	<u>78,914,029</u>	<u>6,871,505</u>
Accounts Payable	175,374	154,511	(20,863)
Annuities & Trusts Payable	71,989	71,989	-
Current Liabilities	<u>247,363</u>	<u>226,501</u>	<u>(20,863)</u>
Annuities & Trusts Payable	383,521	311,532	(71,989)
Non-Current Liabilities	<u>383,521</u>	<u>311,532</u>	<u>(71,989)</u>
Total Liabilities	<u>630,884</u>	<u>538,032</u>	<u>(92,852)</u>
Net Position	<u>\$ 71,411,640</u>	<u>\$ 78,375,996</u>	<u>\$ 6,964,357</u>

Truman State University Foundation
Statement of Revenues, Expenses & Changes in Net Position
June 30, 2023 Compared to June 30, 2024

	30-Jun-23	30-Jun-24	Change
	FY23	FY24	FY23 to FY24
Interest on Student Loan Receivable	\$ 21,079	\$ 13,484	\$ (7,595)
Operating Revenues	21,079	13,484	(7,595)
Scholarships	1,446,521	1,261,224	(185,296)
Supplies & Other Services	835,895	981,117	145,222
Travel Expense	196,442	166,913	(29,529)
Other Expense	179,038	232,450	53,412
Operating Expenses	2,657,896	2,641,704	(16,192)
Operating Gain (Loss)	(2,636,817)	(2,628,221)	8,596
Contributions	1,306,909	1,773,800	466,891
Interest & Other Distributions	703,383	2,953,553	2,250,171
Realized Gain (Loss)	(1,602,248)	995,975	2,598,223
Unrealized Gain (Loss)	6,208,538	4,961,846	(1,246,692)
Other Non-Operating Income	110,706	51,107	(59,598)
Other Non-Operating Expense	(289,277)	(278,652)	10,625
Other Income-Foundation Grant Income	-	95,000	95,000
Actuarial Loss on Annuity & Trust Obligation	(28,682)	-	28,682
Non-Operating Revenues (Expenses)	6,409,329	10,552,630	4,143,301
Income before other Revenues, Expenses, Gains, Losses & Transfers	3,772,512	7,924,409	4,151,898
Additions to Permanent Endowments	1,312,405	942,429	(369,976)
Transfers to Education & General for Admin	(119,000)	(119,000)	-
Transfers to Education & General	(797,486)	(782,858)	14,628
Transfers to Auxiliary - Other	(25,227)	(30,354)	(5,127)
Transfers to Capital Fund - Plant	(56,939)	(970,269)	(913,330)
Increase (Decrease) in Net Assets	4,086,264	6,964,357	2,878,093
Net Position, Beginning of Year	67,325,375	71,411,640	4,086,264
Net Position Ending Balance	\$ 71,411,640	\$ 78,375,997	\$ 6,964,357

**Truman State University Foundation
Investments Schedule
June 30, 2023 Compared to June 30, 2024**

	30-Jun-23 FY23	30-Jun-24 FY24	Change
Endowment Pool	\$ 62,112,973	\$ 70,189,425	\$ 8,076,451
Short-Term Pool	6,353,132	5,838,949	(514,183)
Charitable Gift Annuities (General)	952,619	930,970	(21,649)
Long Trust	759,587	815,863	56,276
Student Investment Fund	176,589	209,991	33,402
Charitable Gift Annuities (CA)	62,192	63,847	1,655
Charitable Gift Annuities (FL)	28,167	29,748	1,581
Gift Pool	2	6	4
Total Investments	\$ 70,445,261	\$ 78,078,798	\$ 7,633,537
Lyle Ingraham Trust	\$ 3,392,825	\$ 3,706,342	\$ 313,517
Cozean Trust	346,263	366,643	20,380
Ludlow Trust	233,550	246,074	12,524
Total Beneficial Interest in Trusts	\$ 3,972,638	\$ 4,319,059	\$ 346,421

ITEM G
Budget and Capital Projects Committee Report

DESCRIPTION AND BACKGROUND

Governor Bill Lovegreen, 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 G.1
Construction Projects Report

DESCRIPTION AND BACKGROUND

The Construction Projects Report provides an update on previously approved construction projects.

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>Final Project Cost</u>
Greenwood Interprofessional Autism Center Project	\$5,610,000	4-9-22	\$5,250,274	94%	
Greenwood Interprofessional Autism Center Phase 2 Project	\$3,420,000	12-3-22	\$2,183,261	85%	
Kirk Building Renovation Project	\$19,210,000	8-5-23	\$11,313,249	59%	
2024 Summer Roof Replacement Project	\$1,170,000	4-6-24	\$458,452	39%	
2024 Summer Paving Project	\$140,000	4-6-24		0%	

ITEM G.2

Contracts for Construction Projects and Equipment Purchases Report

DESCRIPTION AND BACKGROUND

The Contracts for Construction Projects and Equipment Purchases Report details construction projects and equipment purchases totaling \$25,000 to \$100,000, which have been approved since the last board meeting.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Contracts for Construction Projects/Equipment Purchases

Contracts for Construction Projects

Since the last board meeting, the following construction projects totaling \$25,000 to \$100,000 have been approved.

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

Equipment Purchases

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

<u>Description</u>	<u>Cost</u>
Baseball Scoreboard	\$34,258.68

A baseball scoreboard was installed to comply with the new NCAA requirement for pitch counts. The Student Government Athletics Fee Accountability Committee approved the purchase, and four proposals were received.

ITEM H
Consent Agenda

DESCRIPTION AND BACKGROUND

Three items that require Board approval have been placed on the Consent Agenda. Items may be removed from the consent agenda at the request of any one member.

RECOMMENDED ACTION

BE IT RESOLVED that the following consent agenda items be approved and attached to the minutes as exhibits:

- ITEM H.1 Local Capital Budgets for Fiscal Year 2025
- ITEM H.2 State Appropriation Request for Fiscal Year 2025
- ITEM H.3 Architectural Services – Student Union Chick-fil-A Renovation Project

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ATTACHMENTS

- ITEM H.1 Local Capital Budgets for Fiscal Year 2025
- ITEM H.2 State Appropriation Request for Fiscal Year 2025
- ITEM H.3 Architectural Services – Student Union Chick-fil-A Renovation Project

ITEM H.1
Local Capital Budgets for Fiscal Year 2025

DESCRIPTION AND BACKGROUND

The local capital improvement budgets are reviewed and approved annually to fund major building and renovation projects. These budgets are divided into two categories based on the primary function of campus facilities. The local state funds capital budget is utilized for projects related to facilities that are eligible for capital appropriations from the State of Missouri. This includes the academic buildings and the infrastructure which supports these facilities.

The auxiliary funds capital budget is utilized to address needs related to facilities not funded by state appropriations. This includes auxiliary enterprises such as the residence halls, Student Union, Recreation Center, and related site work surrounding these buildings.

The following budgets support institutional priorities identified in Truman’s Strategic Plan and the Campus Master Plan, which provide general budget parameters. As capital projects are designed and bid, approval by the Board of Governors will be obtained for each project following established procedures.

The total recommended for fiscal year 2025 for the Local State Funds Capital Budget is \$2,700,000, and for the Auxiliary Funds Capital Budget, it is \$1,138,000.

RECOMMENDED ACTION

BE IT RESOLVED that the Local State Funds Capital Budget for Fiscal Year 2025 of \$2,700,000 and the Auxiliary Funds Capital Budget for Fiscal Year 2025 of \$1,138,000 be approved and that copies of the budgets be attached to the minutes as exhibits.

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ATTACHMENT

Local Capital Budgets for Fiscal Year 2025

Local Capital Budgets for Fiscal Year 2025

Local State Funds Capital Budget for Fiscal Year 2025

The estimated fiscal year 2024 carry-over funds from Education and General totaled \$2,700,000. These funds will be used for University needs and priorities that cannot be funded by normally budgeted maintenance and repair funds. These costs include utility and infrastructure improvements such as masonry and roofing repairs, storm drainage improvements, utility and infrastructure improvements, and HVAC system replacements.

Auxiliary Funds Capital Budget for Fiscal Year 2025

For fiscal year 2025, the primary funding source for the Auxiliary Funds Capital Budget is the fiscal year 2024 operating carry-over from auxiliary enterprises. The operating carry-over was \$1,138,000. Funds from the Housing System (\$1,030,000), Student Union Building (\$100,000), and Student Recreation Center (\$8,000) will be set aside for use in these facilities. Funds received from Sodexo for reinvestment (\$361,198) will be set aside for future capital projects.

All proposed project expenditures will come before the Board of Governors per usual procedures, and proposals will be subject to individual Board approval.

ITEM H.2
State Appropriation Request for Fiscal Year 2026

DESCRIPTION AND BACKGROUND

The University’s Fiscal Year 2026 State Appropriation request is submitted to the Missouri Department of Higher Education and Workforce Development (MDHEWD) and the State Office of Administration. This request is for funding to support the Education and General Budget.

For FY2026, the request is based upon the higher education appropriation for FY2025 that was approved by the legislature and signed by the Governor. Truman’s FY2026 request includes a funding increase linked to the rate of inflation, maintenance and repair funds, and what are known as New Decision Items, which would target new academic initiatives.

Table 1 summarizes the request, and Table 2 provides more detailed information. This request will be prepared in a more specific format as required by state budget submission guidelines.

This is the first step in the FY2026 budget process. Truman’s request will be reviewed by the MDHEWD staff in August and September, and the Coordinating Board for Higher Education (CBHE) will make official budget recommendations for each institution in October. The next major step in the process occurs in January when the Governor presents budget recommendations to the General Assembly. Committee hearings will follow with appropriations finalized by the legislature in May 2025.

RECOMMENDED ACTION

BE IT RESOLVED that the State Appropriation Request for Fiscal Year 2026 totaling \$57,384,799 be approved and ratified; and

BE IT FURTHER RESOLVED that a copy of the State Appropriation Request for Fiscal Year 2026 be attached to the minutes as an exhibit and that the President of the University is authorized to modify this request based upon input from the staff of the Coordinating Board for Higher Education, Office of Administration, and the Legislature as appropriate.

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ATTACHMENT

State Appropriation Request for Fiscal Year 2026

TABLE 1

Fiscal Year 2026 State Appropriation Request for Operating Funds

Appropriation Base for FY2025	\$50,183,736
New Requests for FY2026	
A. Core Inflation (+3.3%)	\$ 1,656,063
B. Additional Maintenance and Repair Funds	\$ 4,280,000
C. Greenwood Interprofessional Autism Center	\$ 540,000
D. Student Success/SKILLS Center	\$ 525,000
E. Rural Telehealth Counseling Center	\$ 200,000
Total New Requests	\$ 7,201,063
TOTAL FY2026 FUNDING REQUEST (FY2025 appropriation + new)	\$57,384,799

TABLE 2

The state appropriations request for FY2026 includes two components: the Core Operating request based on FY2025 actual appropriations and the new requests for FY2026. Requests beyond the core are typically referred to as New Decision Items or New Investments.

1. Funding for Core Operations: State Request \$50,183,736
The funding priority is to maintain the existing base. These funds provide 55.8% of the Education and General budget for FY2025 and are crucial to meeting the institution's mission.
2. New Requests for FY2026 \$ 7,201,063
 - A. Core Inflation \$ 1,656,063
Based on the July budget instructions from the Missouri Department of Higher Education and Workforce Development (MDHEWD) and updated state revenue forecasts, the Coordinating Board for Higher Education (CBHE) plans to consider an additional increase for institutions to cover inflation. For this request, the inflationary rate is estimated at 3.3% based on the most recent rate for 2024.
 - B. Additional Maintenance and Repair Funds \$ 4,280,000
Truman has over 1 million square feet of state-funded buildings, and additional funds are needed to maintain campus facilities. The second priority is additional ongoing funding to support the highest maintenance and repair needs. This request is an estimate based on projected projects, including roof replacements, masonry repairs, and infrastructure needs.
 - C. Greenwood Interprofessional Autism Center \$ 540,000
This would provide operational funds for the new center, including staff, supplies, and consumables.
 - D. Student Success/SKILLS Center \$ 525,000
This would provide operational funds for the new center in Kirk Building, which is being renovated utilizing the recently appropriated capital funds. Kirk Building will house a new Student Success Center to be utilized by Truman students and a Sustained Knowledge of Integrated Lifelong Learning Skills (SKILLS) Center for area K-12 students, non-student community members, and other adult learners. The Student Success Center will comprise the Career Center, Center for Academic Excellence, Communication Lab, Counseling Services, Student Access and Disability Services, Student Health Center, Tutoring Services, and Writing Center. These funds will be utilized for start-up costs not covered by the capital appropriation and first-year operating costs.
 - E. Rural Telehealth Counseling Center \$ 200,000
This project would provide much-needed counseling services in northeast Missouri and other rural areas of the state. Funds would be utilized for staff, equipment, and related overhead for the center.

ITEM H.3

Architectural Services – Student Union Chick-fil-A Renovation Project

DESCRIPTION AND BACKGROUND

The Chick-fil-A franchise agreement calls for facility upgrades on a periodic basis. Currently, the Student Union has a Chick-fil-A Express, with a limited menu. The renovation will expand the size of the operation to a full-service model and include more menu options. Staff from Chick-fil-A corporate have visited campus multiple times and developed the schematic design as well as detailed equipment and finishes specifications. To have competitive bids, architectural services are needed to create detailed construction documents. The architect will work with Truman staff to ensure the design coordinates with the building's existing electrical and plumbing services.

The procedure for state agencies seeking architectural engineering or land surveying services is outlined in statute. It involves a review of the qualifications of firms on file or those that 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; and
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; and
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.

Chick-fil-A recommended a design firm for the project. Truman requested qualifications from three additional firms, focusing on previous relevant experience. Two firms declined due to workload, and one declined due to a lack of expertise in this area. Based upon this review and their qualifications, it is recommended that Bryce E. Nichols Architect with Mayse & Associates, of Dallas, Texas, be selected for this project. This firm was recommended by Chick-fil-A and has a history with food service clients, including numerous Chick-fil-A locations.

Funding for this project will come from the Auxiliary Plant Fund. Approval for design services is needed to meet projected bidding and construction schedules. After the Board approves construction bids, work will begin in late May 2025.

RECOMMENDED ACTION

BE IT RESOLVED that the proposal from Bryce E. Nichols Architect with Mayse & Associates, of Dallas, Texas, to provide architectural services for the Student Union Chick-fil-A Renovation 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 _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ATTACHMENT

Bryce E. Nichols Architect with Mayse & Associates Proposal

June 27, 2024
WORK PROPOSAL
SUMMARY OF TERMS

PROJECT: Chick-fil-A #80617
Truman State University (Kirksville, MO)

Client: Sodexo – Truman State University

ATTENTION: John Stewart
Sodexo – Truman State University
john.stewart2@sodexo.com
660-785-4194

DESCRIPTION: Provide Architectural/Engineering Construction Documents for a “3a – Full Conversion/ Expansion Remodel” of the existing Chick-fil-A at Truman State University in Kirksville, MO (based on approved SUP 2.1 Kitchen Equipment drawing dated 06.11.2024).

A/E Scope of Work:

A – Construction Documents drawings to include:

1. Cover Sheet & General Notes
2. National Accounts & Responsibility Schedule
3. 3D Perspective
4. Repair & Maintenance Floor Plan
5. Dimensional Floor Plan
6. Finish Plan
7. Reflected Ceiling Plan
8. Finish Schedule
9. Interior Architectural Elevations
10. Construction Details
11. Millwork Curb Plan & Countertop Plan
12. Millwork Elevations
13. Millwork Details
14. Chick-fil-A Branding Floor Plan & Schedule
15. Kitchen Equipment Plan
16. Kitchen Equipment Schedule
17. Kitchen Equipment Electrical & Plumbing rough-in elevations
18. Mechanical Plans & Schedules
19. Electrical Plans & Schedules
20. Plumbing Plans & Schedules

B – Deliverables:

1. Construction Documents drawings in PDF and AutoCAD formats
2. Kitchen equipment manual

C – Construction Documents & Construction Administration:

1. In-house Contract Document Administration to include review of shop drawings, submittals & RFIs (up to 20 RFIs).
2. Two (2) on-site visits included as requested. Mayse & Associates, Inc. will collaborate with Chick-fil-A's Construction Manager on their on-site construction inspections (i.e. Rough-in inspection, Readiness (Punchlist) Inspection, & Grand Opening Inspection).
3. Bi-weekly construction conference calls to discuss construction status / progress and items of concerns. Estimated construction timeframe 3 months (12 weeks).

SCHEDULE:

Start Date: Upon written notice to proceed

Drawing completion: 5 weeks after notice to proceed and signed proposal

EXCLUSIONS:

- Any Drawings Not Listed Above
- Kitchen Design (provided by CFA / TriMark)
- Project Meetings
- On Site Design Meetings
- Engineering Site Survey
- Additional Site Visits (\$3,500 per site visit)
- Travel And Reimbursable Expenses
- Sample Board
- Plan Review/Permit Fees
- On Site Construction Administration
- Unforeseen or unknown conditions discovered during the construction process

HOURLY RATES:

Additional Services listed in, but not limited to, the “Exclusions” described above will be billed at the prevailing Hourly Rates. Rates are subject to change.

Rates at the time of this proposal:

Studio Director	-	\$205/hr
Project Architect	-	\$175/hr
Sr. Project Coordinator	-	\$155/hr
Project Coordinator II	-	\$135/hr
Project Coordinator I	-	\$115/hr
Studio Coordinator	-	\$100/hr

REIMBURSABLE EXPENSES:

Reimbursable Expenses listed in the following, but not limited to, will be billed at 1.15 times the invoice amount:

- Plotting, printing, shipping, etc.
- Mileage, airfare, room, board, meals, rental cars, etc.

PROFESSIONAL FEE:

Architectural Design	\$19,220.00
<u>MEP Design</u>	<u>\$13,300.00</u>
Total fee for Construction Documents	\$32,520.00

Architecture Contract Document Admin (54 Hours)	\$8,500.00 Hourly NTE
MEP Engineer Contract Document Admin (Shop Drawings / RFIs Only)	\$1,200.00 Lump Sum

TERMS:

- Client to provide a copy of current existing building drawings including existing utilities information.
- This proposal shall remain valid for thirty (30) calendar days from the proposal date unless extended in writing by Bryce Nichols.
- The fee total will be billed monthly based on percentage of completion.
- Services beyond the Scope of Work will be billed hourly or at the actual expense.
- Invoices are due and payable upon receipt and shall bear interest at the legal rate after thirty (30) days from invoice date.
- Project restart fee of \$1,500.00 will be required if project is put on hold for ninety (90) days or more.
- A new proposal will be required if the project is put on hold for more than six (6) months.
- This fee is valid for one year after receipt of signed proposal.
- See additional Terms & Conditions on pages 4 through 11.

SUBMITTED:



Bryce E. Nichols

Bryce E. Nichols - Architect

07.01.2024

Date

ACCEPTED:

John Stewart

Sodexo - Truman State University

Date

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of Bryce E. Nichols - Architect ("ARCHITECT") to provide only the services ("Services") in connection with the project ("Project") which are specifically identified and agreed to in the proposal ("Proposal"), consists of the Proposal, these Terms and Conditions ("Terms"), ARCHITECT's fee schedule, and any exhibits or attachments referenced in any of these documents. Together, these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by a mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ARCHITECT's profession currently practicing under similar conditions and in the same locality as the Project. Interpretations and recommendations by ARCHITECT will be based solely on information discovered by, or made available to, ARCHITECT during the course of the engagement.

ARCHITECT MAKES NO REPRESENTATION OR ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ARCHITECT unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ARCHITECT's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ARCHITECT must be allowed free access to the site.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ARCHITECT all information in its possession or subject to its control regarding existing and proposed conditions at the site. CLIENT shall have the absolute right to rely on the accuracy and completeness of all information provided by or on behalf of CLIENT.

The CLIENT shall establish the CLIENT's budget for the Project, including (1) the budget for the Cost of the Work; (2) the CLIENT's other costs; and, (3) reasonable contingencies related to all of these costs. The CLIENT shall update the CLIENT's budget for the Project as necessary throughout the duration of the Project until final completion. If the CLIENT significantly increases or decreases the CLIENT's budget for the Cost of the Work, the CLIENT shall notify the ARCHITECT in writing. The CLIENT and the ARCHITECT shall thereafter agree to a corresponding change in the Project's scope and quality.

The CLIENT shall identify a representative authorized to act on the CLIENT's behalf with respect to the Project. The CLIENT shall render decisions and approve the ARCHITECT's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT's services.

The CLIENT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site as well as any as-built drawings of any existing structure related to the Project. If requested by the ARCHITECT, the CLIENT shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The CLIENT shall coordinate the services of its own consultants with those services provided by the ARCHITECT. The CLIENT shall also furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The CLIENT shall provide prompt written notice to the ARCHITECT if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the ARCHITECT's instruments of Service.

The CLIENT shall include the ARCHITECT in all communications with the Contractor that relate to or affect the ARCHITECT's services or professional responsibilities. The CLIENT shall promptly notify the ARCHITECT of the substance of any direct communications between the CLIENT and the Contractor otherwise relating to the Project. Communications by and with the ARCHITECT's consultants shall be through the Architect

Section 5: Project Change and Additional Services

ARCHITECT may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the ARCHITECT, any Additional Services provided in accordance this Agreement shall entitle ARCHITECT to additional compensation and an appropriate adjustment in the ARCHITECT's schedule. In the event Additional Services are necessary, ARCHITECT shall submit a proposal to CLIENT identifying the scope and nature of the Additional Services along with the additional fee and schedule adjustment necessary to perform the Additional Services.

Section 6: Confidentiality

All data, forms, software, or any other materials developed by ARCHITECT pursuant to the performance of Services under this Agreement, or supplied to or obtained by ARCHITECT from CLIENT, or generated by ARCHITECT or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ARCHITECT, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ARCHITECT, and ideas developed by ARCHITECT during the performance of the Services shall remain the sole property of ARCHITECT ("ARCHITECT Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ARCHITECT; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ARCHITECT not previously provided to third parties pursuant to Client authorization shall be retained by ARCHITECT for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ARCHITECT shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ARCHITECT past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ARCHITECT; or (ii) Confidential Material is received by ARCHITECT from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Section 7: Construction Phase Services

The ARCHITECT shall visit the site at intervals only as designated in its proposal to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the ARCHITECT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and

promptly report to the CLIENT (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

The ARCHITECT has the authority to reject Work that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable, the ARCHITECT shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Interpretations and decisions of the ARCHITECT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the ARCHITECT shall endeavor to secure faithful performance by both CLIENT and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The ARCHITECT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

The ARCHITECT shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The ARCHITECT's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The ARCHITECT shall review and respond to requests for information about the Contract Documents to the extent designated in its proposal. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The ARCHITECT's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the ARCHITECT shall prepare and issue supplemental Drawings and Specifications in response to the requests for information which may be done as an Additional Service.

Unless otherwise designated in the Proposal, the ARCHITECT shall not be responsible for certification of pay applications or for determining the dates of substantial and final completion of the Work.

Section 8: Ownership of Documents

The ARCHITECT and the ARCHITECT's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the ARCHITECT and the ARCHITECT's consultants.

The ARCHITECT grants to the CLIENT a nonexclusive license to use the ARCHITECT's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that

the CLIENT substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The ARCHITECT shall obtain similar nonexclusive licenses from the ARCHITECT's consultants consistent with this Agreement. The license granted under this section permits the CLIENT to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the CLIENT's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the ARCHITECT rightfully terminates this Agreement for cause, the license granted in this Section shall terminate.

In the event the CLIENT uses the Instruments of Service without retaining the authors of the Instruments of Service, the CLIENT releases the ARCHITECT and ARCHITECT's consultant(s) from all claims and causes of action arising from such uses. The CLIENT, to the extent permitted by law, further agrees to indemnify and hold harmless the ARCHITECT and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the CLIENT's use of the Instruments of Service.

Section 9: Termination

If the CLIENT fails to make payments to the ARCHITECT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ARCHITECT's option, cause for suspension of performance of services under this Agreement. If the ARCHITECT elects to suspend services, the ARCHITECT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the ARCHITECT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CLIENT shall pay the ARCHITECT all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ARCHITECT's services. The ARCHITECT's fees for the remaining services and the time schedules shall be equitably adjusted

This Agreement may be terminated by either party without cause upon ten (10) days' written notice. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ARCHITECT will be paid for services performed through the effective date of termination plus reasonable termination expenses.

If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of the ARCHITECT, the ARCHITECT may terminate this Agreement by giving not less than seven days' written notice

Section 10: RISK ALLOCATION AND LIMITATION OF LIABILITY

CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ARCHITECT SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000.00 , FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS. Client agrees that in no instance shall ARCHITECT be responsible, in total or in part, for the errors or omissions of CLIENT or any other professional, contractor, subcontractor or any other third party. Client also agrees that ARCHITECT shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 11: Waivers

To the extent damages are covered by property insurance, the CLIENT and ARCHITECT waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The CLIENT or the ARCHITECT, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

The ARCHITECT and CLIENT waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in these Terms and Conditions.

Section 12: Insurance

No insurance carried by ARCHITECT shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ARCHITECT against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 13: Indemnity

SUBJECT TO THE LIMITATIONS CONTAINED IN SECTION 11 AND THIS AGREEMENT, ARCHITECT AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS, OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ARCHITECT WILL NOT INDEMNIFY CLIENT FOR CLIENT'S OWN NEGLIGENCE.

Section 14: Invoices and Payment Terms

In consideration for the performance of the Services, ARCHITECT shall be paid in the amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ARCHITECT's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ARCHITECT in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ARCHITECT should collection proceedings be necessary to collect on Client's past due invoices. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ARCHITECT may be subject to change based upon the need for additional services, actual site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ARCHITECT will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded.

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the

Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ARCHITECT is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ARCHITECT for time and expenses in accordance with ARCHITECT's then current fee schedule.

Section 15: Non-Solicitation

During ARCHITECT's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ARCHITECT to terminate his or her employment relationship or consulting relationship with or for ARCHITECT, nor will CLIENT solicit the services of any former employee or consultant of ARCHITECT whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ARCHITECT and/or for the benefit of any competitor of ARCHITECT, take away or attempt to take away, in whole or in part, any customer of ARCHITECT or otherwise interfere with the ARCHITECT's relationship with any of its customers. CLIENT understands and acknowledges that ARCHITECT's employees, contractors and consultants are a valuable resource to ARCHITECT, and often these persons hold confidential and or trade secret information of ARCHITECT's, including proprietary technology and valuable trade secrets of ARCHITECT, which are vital to the business of ARCHITECT and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ARCHITECT's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ARCHITECT will be irreparably damaged. In such event, ARCHITECT shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 16: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ARCHITECT shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ARCHITECT within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Litigation. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to litigation and the sole and exclusive venue for such disputes shall be in Dallas County, Texas.

The provisions of this Section 18 shall survive the termination of this Agreement.

Section 17: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any litigation action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of this Agreement, or for any matter found to not arise under this Agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

Section 18: Miscellaneous Provision

This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

The CLIENT and ARCHITECT, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the CLIENT nor the ARCHITECT shall assign this Agreement without the written consent of the other, except that the CLIENT may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the CLIENT's rights and obligations under this Agreement, including any payments due to the ARCHITECT by the CLIENT prior to the assignment.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or ARCHITECT.

Unless otherwise required in this Agreement, the ARCHITECT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

The ARCHITECT shall have the right to include photographic or artistic representations of the design of the Project among the ARCHITECT's promotional and professional materials. The ARCHITECT shall be given reasonable access to the completed Project to make such representations. However, the ARCHITECT's materials shall not include the CLIENT's confidential or proprietary information if the CLIENT has previously advised the ARCHITECT in writing of the specific information considered by the CLIENT to be confidential or proprietary. The CLIENT shall provide professional credit for the ARCHITECT in the CLIENT's promotional materials for the Project.

If the ARCHITECT or CLIENT receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in these Terms and Conditions. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees,

consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in these Terms and Conditions.

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ITEM I
Request for Naming Opportunities

DESCRIPTION AND BACKGROUND

At the December 2023 meeting of the Board of Governors, a resolution that included naming the lobby within the Greenwood Interprofessional Autism Center in recognition of Keith and Lu Ann Beeman's \$100,000 financial commitment was approved. At that time, the Beemans had only requested one naming opportunity.

At present, the Beemans have contributed \$70,000 of their \$100,000 financial contribution and requested that two additional rooms in the Greenwood Interprofessional Autism Center be named in recognition of the \$70,000 contribution. This contribution is sufficient to name all three selected spaces and meets the guidelines for naming opportunities per Foundation Board policy. Therefore, it is recommended that the waiting room within the facility (room 101C) be named Herman’s Hangout – Waiting Room in honor of Dr. Herman P. Wilson and that the conference room (room 101D) be named the James and Amanda Greenwood Conference Room. Dr. Wilson, Professor Emeritus of English, taught at the University for 22 years, retiring in 1990. The Greenwoods taught at the University (Normal School) from 1867-1874 and are the namesakes for the Greenwood School, erected in 1899 as the first Kirksville High School and now known as the Greenwood Interprofessional Autism Center.

RECOMMENDED ACTION

BE IT RESOLVED that the waiting room (101C) within the Greenwood Interprofessional Autism Center be named Herman’s Hangout – Waiting Room in recognition of the generous financial contribution of Keith and Lu Ann Beeman, a gift which meets the guidelines for naming opportunities per Foundation Board policy; and

BE IT FURTHER RESOLVED that the conference room (101D) within the Greenwood Interprofessional Autism Center be named the James and Amanda Greenwood Conference Room in recognition of the same generous financial contribution, a gift which meets the guidelines for naming opportunities per Foundation Board policy; and

BE IT FURTHER RESOLVED that the Board of Governors reserves the right to change or remove the name of these facilities if it is determined that the naming is no longer in the best interest of the University.

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ITEM J

Agenda Items for Future Meetings

DESCRIPTION AND BACKGROUND

This item provides a list of projected agenda items for the regular meetings during the following year.

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

List of Projected Agenda Items

LIST OF PROJECTED AGENDA ITEMS
Regular Meetings of the Board of Governors

October 2024 Meeting

Participation in campus events
Annual photograph of board and president
Minutes for the open session of the last meeting
President's report
Annual athletics report
Academic affairs report
Student services report
Audit report
Financial report
Construction projects report
Dates and agenda items for future meetings
Minutes for the closed session of the last meeting
Personnel actions report
Annual general counsel evaluation
Annual presidential review committee appointments

December 2024 Meeting

Participation in campus events
Minutes for the open session of the last meeting
President's report
Academic affairs report
Student services report
Financial report
Construction projects report
Housing charges for the next fiscal year
Union agreement renewal (in even-numbered years)
Salary policies for the next calendar year
Selection of board officers for next calendar year
Annual board committee appointments
Annual foundation board appointments
Dates and agenda items for future meetings
Minutes for the closed session of the last meeting
Personnel actions report
Paid leaves of absence for the next fiscal year
Tenure review for faculty members completing their review period at the end of the fall semester
Annual presidential review

February 2025 Meeting

Participation in campus events
Recognition of past board chair
Minutes for the open session of the last meeting
President's report
Annual legislative consultant report
Annual student government report

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

Academic affairs report

Student services report

Financial report
Construction projects report
External audit firm (as contract expires)
Food service contractor (as contracts expire)
Academic calendar (as needed)
Board of governors conflict of interest policy review
Dates and agenda items for future meetings
Minutes for the closed session of the last meeting
Personnel actions report

April 2025 Meeting

Participation in campus events
Minutes for the open session of the last meeting
President's report
Annual advancement, foundation board, and alumni board report
Annual faculty senate report

Academic affairs report

Student affairs report

Financial report
Construction projects report
Depositary bank (as contracts expire)
Bookstore contractor (as contracts expire)
Enrollment fees for the next fiscal year
Dates and agenda items for future meetings
Minutes for the closed session of the last meeting
Personnel actions report
Treasurers for the next fiscal year

June 2025 Meeting

Participation in campus events
Minutes for the open session of the last meeting
President's report
Annual enrollment management report

Academic affairs report

Student affairs report

Financial report
Construction projects report
State capital funds request for the next legislative session
Operating budgets for the next fiscal year
Academic promotion salary policy for next academic year
Dates and agenda items for future meetings
Minutes for the closed session of the last meeting
Personnel actions report
Faculty promotion
Faculty tenure

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

August 2025 Meeting

Participation in campus events

Minutes for the open session of the last meeting

President's report

Annual staff council report

Academic affairs report

Student services report

Financial report

Construction projects report

Local capital budgets for the current fiscal year

State appropriation request for the next fiscal year

Honorary degree consideration (as needed)

Dates and agenda items for future meetings

Minutes for the closed session of the last meeting

Personnel actions report

Annual general counsel evaluation committee appointments

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 subject to change.)

ITEM K
Dates for Future Meetings

DESCRIPTION AND BACKGROUND

It is helpful to schedule, at least tentatively, the dates for board meetings during the following year. The tentatively scheduled dates are subject to change by the Board. Still, the preliminary action permits Board members and staff to avoid planning other activities on the targeted board meeting dates. In addition to the regularly scheduled meetings, special meetings can be called by the Chair of the Board or by three members. 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 Friday, October 25, 2024, 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 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:

- Friday, October 25, 2024;
- Saturday, December 7, 2024;
- Saturday, February 8, 2025;
- Saturday, April 5, 2025;
- Saturday, June 14, 2025; and
- Saturday, August 2, 2025.

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____

ATTACHMENT

Calendar of Events: August 2024 – August 2025

Calendar of Events: August 2024 - August 2025

2024

August	3	BOARD OF GOVERNORS MEETING
	14	Fall Semester Begins with Truman Days
	19	Classes Begin
September	2	Labor Day Holiday
	7	Home Football vs. University of Findlay
	28	Family Day
	28	Home Football vs. Wayne State University
October	10-11	Mid-Term Break (students)
	12	Home Football vs. Missouri University of Science and Technology
	21-26	Homecoming Week
	25	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	26	Home Football vs. McKendree University
November	1-2	Truman Experience Weekend
	2	Home Football vs. Lincoln University
	16	Home Football vs. Southwest Baptist University
	25-29	Thanksgiving Break (students)
	27-29	Thanksgiving Holiday
December	7	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	9	Finals Week
	14	Fall Commencement
	23	Energy Conservation Day (campus closed)
	24-26	Winter Holiday
	27	Energy Conservation Day (campus closed)

2025

January	1	New Year's Day Holiday
	13	Spring Semester begins
	20	Martin Luther King, Jr. Day Holiday
February	8	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	17	Admitted Student Event (Tentative Date)
March	10-14	Spring Break (students)
	21-22	Truman Experience Weekend (Tentative Date)
	24-25	Higher Learning Commission (HLC) Open Pathway Comprehensive Evaluation Visit
April	5	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	5	Foundation Board of Directors Meeting and Foundation Banquet (tentative)
	17	Student Research Conference
	21	Term Break (students); Spring Holiday

Calendar of Events: August 2024 - August 2025

May	10	Spring Commencement
	26	Memorial Day Holiday
	27	Summer Session Begins
June	14	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	19	Junteenth Holiday
July	4	Independence Day Holiday
August	2	BOARD OF GOVERNORS MEETING (TENTATIVE DATE)
	13	Fall Semester Begins with Truman Days
	18	Classes Begin

ITEM L

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. Confidential communications with the General Counsel, as defined in Subsection 1 of the statute; and
3. 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.”

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Burks	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____