



Board of Governors Finance & Facilities Committee Meeting

Robert W. Plaster Student Union, Ballroom East

Thursday, 2/16/2023

2:15 - 3:30 PM CT

I. Roll Call Presented By: Governor Lynn Parman

II. Approval of Minutes Presented By: Governor Lynn Parman

A. Approval of the minutes of the Finance and Facilities Committee Meeting of December 15, 2022

II.A. Approval of minutes of the December 15, 2022 Finance & Facilities Committee Meeting - Page 3

III. Review Year to Date Financial Statements Presented By: Steve Foucart, Chief Financial Officer

III. Review Year to Date Financial Statements - Page 6

IV. Preliminary FY2024 Springfield Budget Discussion Presented By: President Clif Smart and Steve Foucart, Chief Financial Officer

A. Budget Update and Discussion

B. Salary Adjustment History

IV.B. Salary Adjustment History - Page 12

C. Fee Summary Discussion Presented By: Steve Foucart, Chief Financial Officer, Dr. John Jasinski, Provost, and Dr. Dee Siscoe, Vice President for Student Affairs

IV.C. Springfield Fee Summary - Page 15

V. Preliminary FY2024 West Plains Budget Discussion Presented By: Steve Foucart, Chief Financial Officer, Dennis Lancaster, Chancellor of the West Plains Campus, and Crockett Oaks, Associate Vice-Chancellor for Business and Support Services

A. Budget Update and Discussion

B. Fee Summary Discussion

V.B. West Plains Campus Fee Summary - Page 20

VI. Administrative Services / Financial Services Reorganization Discussion Presented By: President Clif Smart, Steve Foucart, Chief Financial Officer, and Matt Morris, Vice President for Administrative Services

VII. Facilities & Property Update Presented By: Matt Morris, Vice President for Administrative Services

A. Review of Resolution for Real Estate Contract for the purchase of property at 414-430 North Boonville in Springfield, Missouri

VII.A. Review Resolution for Approval of Real Estate Contract for the purchase of property at 414-430 North Boonville in Springfield, Missouri - Page 22

B. Facilities Update

VIII. Foundation Review Presented By: Brent Dunn, Vice President for University Advancement

A. Development Report

VIII.A. Development Report - Page 32

IX. Resolution Authorizing Closed Meeting, Pursuant to Sections 610.021(1), (2), (3), (6), (9), (11), (12), (13), (14) and/or (17) of the Revised Statutes of Missouri

IX. Closed Meeting Resolution - FFC - Page 34

X. Adjournment Presented By: Governor Lynn Parman

II.A.

**MINUTES OF THE
BOARD OF GOVERNORS FINANCE AND FACILITIES COMMITTEE
MISSOURI STATE UNIVERSITY
THURSDAY, DECEMBER 15, 2022**

Governor Lynn Parman, Chair of the Finance and Facilities Committee, called the meeting to order at 9:31 a.m. in the Plaster Student Union, Ballroom East, on the Missouri State University Springfield Campus in Springfield, Missouri.

Roll Call

Present – Lynn Parman, Committee Chair
Amelia “Amy” Counts, Committee Member
Anson Elliott, Committee Member
Craig Frazier, Committee Member
Gabriel Gore, Committee Member
Ann Kampeter, Committee Member
Carol Silvey, Committee Member
Chris Waters, Committee Member

Also present – Clif Smart, President
Jeff Coiner, Chief Information Officer
Ryan DeBoef, Chief of Staff and Assistant to the President for
Governmental Relations
Rachael Dockery, General Counsel and Chief Compliance Officer
Brent Dunn, Vice President for University Advancement
Steve Foucart, Chief Financial Officer
Algerian Hart, Interim Chief Diversity Officer and Assistant to the
President
John Jasinski, Interim Provost
Dennis Lancaster, Chancellor of the West Plains Campus
Natalie McNish, Director of Internal Audit and Risk Management
Matt Morris, Vice President for Administrative Services
Zora Mulligan, Executive Vice President
Suzanne Shaw, Vice President for Marketing and Communications
Dee Siscoe, Vice President for Student Affairs
Rowena Stone, Secretary to the Board of Governors
Shawn Wahl, Dean of the Reynolds College of Arts and Letters

Approval of Minutes

Governor Parman called for a motion to approve the minutes of the October 28, 2022, Finance and Facilities Committee meeting. Governor Carol Silvey provided a motion, receiving a second from Governor Chris Waters.

Motion passed 8-0.

Year to Date Financial Review

Steve Foucart, Chief Financial Officer, reviewed year-to-date financial statements through October 31, 2022, and shared that the university is tracking well for both the Springfield and West Plains campuses.

Procurement and Financial

Mr. Foucart reviewed the procurement activity report to be voted on as part of the consent agenda in the regular Board meeting later in the day. He shared information on the one item for approval in the report that included:

- Approval of a renewal contract for custodial supplies, campus-wide

Facilities Update

President Smart previewed a resolution for approval to rename the science facility located at 910 S. John Q. Hammons Parkway to Roy Blunt Hall to be voted on during the regular Board meeting later in the day. President Smart highlighted Senator Blunt's significant investment to support the university's academic and research missions and economic development operations through numerous grants, external contracts, and directed appropriations. He highlighted Senator Blunt's support of STEM and computer science education, apprenticeship programs, TRIO, and the Pell Grant program. President Smart shared that with the renaming, Allen P. Temple, head of the university's science department for nearly 40 years in the early 1900's who the building is currently named after, will be honored with a display in and naming of the atrium.

Matt Morris, Vice President for Administrative Services, previewed a resolution for approval of a project budget and construction management at risk firm with authority to enter into an agreement for professional construction management services in conjunction with the addition and renovation at the building formerly known as Temple Hall to be voted on during the regular Board meeting later in the day.

Mark Wheeler, University Architect and Director of Planning, Design and Construction, and Dr. Tammy Jahnke, Dean of the College of Natural and Applied Sciences, provided an update on plans for the addition and renovation of Roy Blunt Hall that included renderings, site logistics, project timeline, and additional information on the Temple Atrium.

Mr. Morris provided an update on other facilities projects. Highlights of his report included the lecture hall addition and nursing simulation lab at Looney Hall on the West Plains Campus, the ASCEND building on the West Plains Campus, the small animal education center at Darr Agriculture Center, and progress on the Master Plan.

Foundation Review

Brent Dunn, Vice President for University Advancement, provided a development report. He shared annual gifts are close to the same as this time last year, special campaigns are down, but one-time gifts are up. In total, gifts are up from this time last year.

Adjournment

With no additional information needing to be discussed, Governor Parman called for a motion to adjourn the meeting. Governor Waters provided a motion, receiving a second from Governor Amy Counts.

Motion passed 8-0.

Meeting adjourned at 10:29 a.m.

Lynn Parman
Committee Chair

Passed at the meeting of
February 16, 2023

Rowena Stone
Secretary to the Board

III.

Missouri State University
Statement of Revenues, Expenses and Changes in Net Position - unaudited
All Funds

	Current YTD December 31, 2022	Prior YTD December 31, 2021	% Increase/ (Decrease) to Prior YTD	Variance (Decrease) to Prior YTD
Operating Revenue				
Tuition and fees	\$ 97,073,340.63	\$ 97,303,324.33	-0.24%	\$ (229,983.70)
Scholarships and fellowships	(38,066,307.48)	(36,981,637.10)	2.93%	(1,084,670.38)
Grants and contracts	24,447,042.12	19,509,202.45	25.31%	4,937,839.67
Other revenues	34,027,156.01	32,499,706.19	4.70%	1,527,449.82
Total Operating Revenue	117,481,231.28	112,330,595.87	4.59%	5,150,635.41
Operating Expenses				
Salaries	87,462,249.49	81,620,285.50	7.16%	5,841,963.99
Benefits	33,851,089.07	28,523,373.23	18.68%	5,327,715.84
Utilities	4,059,287.26	3,401,693.26	19.33%	657,594.00
Travel	3,401,625.29	2,396,343.87	41.95%	1,005,281.42
Supplies and services	24,716,859.16	20,410,820.39	21.10%	4,306,038.77
Other	16,088,877.71	14,072,328.96	14.33%	2,016,548.75
Total Operating Expenses	169,579,987.98	150,424,845.21	12.73%	19,155,142.77
Operating Income (Loss)	(52,098,756.70)	(38,094,249.34)		(14,004,507.36)
Other Non-operating Revenues (Expenses)				
State appropriations	51,061,004.53	46,163,248.69	10.61%	4,897,755.84
State appropriations-capital	1,183,889.35	2,903,529.85		(1,719,640.50)
Federal Pell grants to students	10,794,464.04	10,972,692.28	-1.62%	(178,228.24)
HEERF/CARES ACT funds Institutional	45,059.15	15,601,131.02		(15,556,071.87)
HEERF/CARES ACT funds Student Funds	273.21	19,448,750.00		(19,448,476.79)
Scholarships and fellowships HEERF		(21,177,648.45)		21,177,648.45
Gifts	2,061,807.03	1,380,245.62	49.38%	681,561.41
Gifts capital projects	12,102,285.68	-		12,102,285.68
Other	1,684,067.19	1,917,467.66	-12.17%	(233,400.47)
Debt Service Transfers	(0.00)	(0.00)		(0.00)
Increase (Decrease) in Net Position Before Operating Transfers	26,834,093.48	39,115,167.33	-31.40%	(12,281,073.85)
Operating Transfers, net	(0.00)	(0.00)		(0.00)
Increase (Decrease) in Net Position	\$ 26,834,093.48	\$ 39,115,167.33	-31.40%	\$ (12,281,073.85)

Missouri State University
Statement of Net Position - unaudited
All Funds

	December 31, 2022	December 31, 2021
Assets		
Cash, cash equivalents and investments	\$ 200,268,332.17	\$ 256,754,246.04
Receivables, net of allowance for doubtful accounts	29,444,510.68	17,452,461.94
Interfund receivables (payables)	(0.00)	(0.00)
Prepaid MOSERS	12,810,130.48	-
Inventories	5,215,616.51	4,912,620.29
Other assets	(757,637.47)	(953,899.04)
Fixed Assets & CIP	1,117,827,772.78	1,032,683,975.26
Accumulated depreciation	(502,568,382.32)	(471,597,020.19)
Deferred outflows of resources related to pension and bonds	48,746,797.17	50,114,784.17
Total Assets	<u>\$ 910,987,140.00</u>	<u>\$ 889,367,168.47</u>
Liabilities		
Accounts payable/other	\$ 2,792,021.69	\$ 5,060,102.55
Accrued salaries	19,616,890.89	19,704,153.08
Deferred revenue	8,711,238.13	3,745,256.72
Net pension & OPEB liability	271,908,453.00	324,095,364.00
Deferred inflow of resources related to pension/OPEB/leases	67,756,978.79	5,124,324.00
Notes, bonds and leases payable	165,919,333.28	174,309,130.83
Total Liabilities	<u>\$ 536,704,915.78</u>	<u>\$ 532,038,331.18</u>
Net Position	<u>374,282,224.22</u>	<u>357,328,837.29</u>
Total Liabilities and Net Position	<u>\$ 910,987,140.00</u>	<u>\$ 889,367,168.47</u>

Missouri State University
Statement of Revenues, Expenses and Changes in Net Position - unaudited
Operating Funds

	Current YTD December 31, 2022	Prior YTD December 31, 2021	FY2023 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue					
Tuition and fees	\$ 76,561,219.07	\$ 77,879,506.44	\$ 143,992,498.50	53.2%	-1.69%
Scholarships and fellowships	(15,514,503.20)	(14,327,851.23)	(28,206,250.00)	55.0%	8.28%
Grants and contracts	19,524.81	18,328.95	150,000.00	13.0%	6.52%
Other revenues	1,117,014.33	1,067,786.02	1,717,878.00	65.0%	4.61%
Total Operating Revenue	<u>62,183,255.01</u>	<u>64,637,770.18</u>	<u>117,654,126.50</u>	52.9%	-3.80%
Operating Expenses					
Salaries	60,963,799.27	57,679,608.23	119,176,959.86	51.2%	5.69%
Benefits	25,038,867.27	20,859,509.61	54,335,548.95	46.1%	20.04%
Utilities	2,622,237.77	2,222,594.15	5,480,210.00	47.8%	17.98%
Travel	881,280.92	528,411.36	1,216,098.00	72.5%	66.78%
Supplies and services	10,464,706.80	7,715,179.10	15,482,256.01	67.6%	35.64%
Other	4,853,235.50	4,556,140.19	12,081,216.28	40.2%	6.52%
Total Operating Expenses	<u>104,824,127.53</u>	<u>93,561,442.64</u>	<u>207,772,289.10</u>	50.5%	12.04%
Operating Income (Loss)	<u>(42,640,872.52)</u>	<u>(28,923,672.46)</u>	<u>(90,118,162.60)</u>		
Other Non-operating Revenues (Expenses)					
State appropriations	47,091,704.53	43,479,570.00	94,622,075.00	49.8%	8.31%
Gifts	394,708.22	286,194.07	807,728.00	48.9%	37.92%
Other	2,261,476.67	2,216,899.65	2,581,000.00	87.6%	2.01%
Debt Service Transfers	(2,264,082.33)	(2,022,947.48)	(2,624,239.00)	86.3%	11.92%
Increase (Decrease) in Net Position Before Operating Transfers	<u>4,842,934.57</u>	<u>15,036,043.78</u>	<u>5,268,401.40</u>		-67.79%
Operating Transfers, net	(3,580,342.23)	(4,451,703.35)	(8,192,524.20)		
Operating Transfers, Capital	1,422,052.39	(3,660,936.65)			
Operating Transfers, Federal Grants	-	9,443,632.76	-		
Increase (Decrease) in Net Position	<u>\$ 2,684,644.73</u>	<u>\$ 16,367,036.54</u>	<u>\$ (2,924,122.80)</u>		

Missouri State University
Statement of Revenues, Expenses and Changes in Net Position - unaudited
Designated Funds

	Current YTD December 31, 2022	Prior YTD December 31, 2021	% Increase/ (Decrease) to Prior YTD
Operating Revenue			
Tuition and fees	\$ 11,817,130.70	\$ 11,448,227.85	3.2%
Scholarships and fellowships	(433,481.56)	(570,555.20)	-24.0%
Grants and contracts	2,161,977.93	1,867,951.67	15.7%
Other revenues	<u>8,504,187.36</u>	<u>7,925,183.01</u>	7.3%
Total Operating Revenue	<u>22,049,814.43</u>	<u>20,670,807.33</u>	6.7%
Operating Expenses			
Salaries	8,142,358.30	7,509,889.69	8.4%
Benefits	2,762,591.62	2,434,045.15	13.5%
Utilities	(43,414.71)	(42,024.88)	3.3%
Travel	584,645.02	312,621.18	87.0%
Supplies and services	4,505,461.22	4,173,500.52	8.0%
Other	<u>2,315,806.84</u>	<u>2,306,788.15</u>	0.4%
Total Operating Expenses	<u>18,267,448.29</u>	<u>16,694,819.81</u>	9.4%
Operating Income (Loss)	<u>3,782,366.14</u>	<u>3,975,987.52</u>	
Other Non-operating Revenues (Expenses)			
State appropriations	445,638.00	445,638.00	0.0%
Gifts	548,292.62	472,181.55	16.1%
Other	241,111.70	263,673.36	-8.6%
Debt Service Transfers	<u>(1,455,744.60)</u>	<u>(1,530,666.15)</u>	
Increase (Decrease) in Net Position Before Operating Transfers	<u>3,561,663.86</u>	<u>3,626,814.28</u>	
Operating Transfers, net	2,497,195.85	(1,580,956.30)	
Operating Transfers, Federal Grants	<u>-</u>	<u>1,207,025.27</u>	
Increase (Decrease) in Net Position	<u>\$ 6,058,859.71</u>	<u>\$ 3,252,883.25</u>	

Missouri State University
Statement of Revenues, Expenses and Changes in Net Position - unaudited
Auxiliary Funds

	Current YTD December 31, 2022	Prior YTD December 31, 2021	FY2023 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue					
Tuition and fees	\$ 5,867,155.49	\$ 5,216,020.29	\$ 11,424,873.00	51.4%	12.48%
Scholarships and fellowships	(3,278,523.41)	(2,762,479.32)	(5,928,774.00)	55.3%	18.68%
Grants and contracts	54,000.00	50,000.00	60,000.00		
Other revenues	23,517,601.27	22,723,242.87	46,570,100.00	50.5%	3.50%
Total Operating Revenue	<u>26,160,233.35</u>	<u>25,226,783.84</u>	<u>52,126,199.00</u>	50.2%	3.70%
Operating Expenses					
Salaries	10,258,135.27	9,358,731.51	21,805,290.49	47.0%	9.61%
Benefits	3,386,059.69	2,947,396.43	7,322,070.20	46.2%	14.88%
Utilities	1,293,853.03	1,049,577.19	2,523,569.00	51.3%	23.27%
Travel	1,522,169.36	1,335,927.49	2,811,429.00	54.1%	13.94%
Supplies and services	7,833,379.56	6,623,021.26	16,161,526.00	48.5%	18.28%
Other	2,053,772.95	2,098,164.70	3,250,852.00	63.2%	-2.12%
Total Operating Expenses	<u>26,347,369.86</u>	<u>23,412,818.58</u>	<u>53,874,736.69</u>	48.9%	12.53%
Operating Income (Loss)	<u>(187,136.51)</u>	<u>1,813,965.26</u>	<u>(1,748,537.69)</u>		
Other Non-operating Revenues (Expenses)					
State appropriations	-	-	-		
Gifts	1,062,688.58	574,870.00	3,940,339.00	27.0%	84.86%
Other	131,922.07	81,781.95	57,500.00	229.4%	61.31%
Debt Service Transfers	(4,079,324.29)	(825,930.94)	(9,954,056.00)	41.0%	393.91%
Increase (Decrease) in Net Position Before Operating Transfers	<u>(3,071,850.15)</u>	<u>1,644,686.27</u>	<u>(7,704,754.69)</u>		-286.77%
Operating Transfers, net	3,862,703.01	3,576,852.86	8,927,039.00		
Operating Transfers, Capital Purchase Residence Hall	(24,028,304.11)		-		
Operating Transfers, Federal Grants	-	4,654,091.92	-		
Increase (Decrease) in Net Position	<u>\$ (23,237,451.25)</u>	<u>\$ 9,875,631.05</u>	<u>\$ 1,222,284.31</u>		

Missouri State University
Statement of Revenues, Expenses and Changes in Net Position - unaudited
West Plains Operating, Designated and Auxiliaries

	Current YTD December 31, 2022	Prior YTD December 31, 2021	FY2023 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue					
Tuition and fees	\$ 2,822,791.37	\$ 2,817,227.75	\$ 4,948,107.00	57.0%	0.20%
Scholarships and fellowships	(211,619.18)	(342,741.68)	(505,448.00)	41.9%	-38.26%
Grants and contracts	26,818.32	19,095.80	-		
Other revenues	<u>788,333.05</u>	<u>656,557.92</u>	<u>1,657,910.00</u>	47.5%	20.07%
Total Operating Revenue	<u>3,426,323.56</u>	<u>3,150,139.79</u>	<u>6,100,569.00</u>	56.2%	8.77%
Operating Expenses					
Salaries	4,056,715.24	3,755,080.21	7,771,061.71	52.2%	8.03%
Benefits	1,544,694.49	1,367,039.29	2,843,294.63	54.3%	13.00%
Utilities	186,611.17	171,412.41	342,984.00	54.4%	8.87%
Travel	143,516.51	113,005.12	105,811.81	135.6%	27.00%
Supplies and services	918,401.74	845,577.87	845,951.81	108.6%	8.61%
Other	<u>606,165.37</u>	<u>295,192.27</u>	<u>1,417,572.00</u>	42.8%	105.35%
Total Operating Expenses	<u>7,456,104.52</u>	<u>6,547,307.17</u>	<u>13,326,675.96</u>	55.9%	13.88%
Operating Income (Loss)	<u>(4,029,780.96)</u>	<u>(3,397,167.38)</u>	<u>(7,226,106.96)</u>		
Other Non-operating Revenues (Expenses)					
State appropriations	3,523,662.00	3,352,158.00	7,279,303.00	48.4%	5.12%
Gifts	56,117.61	47,000.00	190,640.00	29.4%	19.40%
Other	65,712.61	30,053.12	30,150.00	218.0%	118.65%
Debt Service Transfers	<u>(58,367.13)</u>	<u>(24,973.13)</u>	<u>(77,352.22)</u>	75.5%	133.72%
Increase (Decrease) in Net Position Before Operating Transfers	<u>(442,655.87)</u>	<u>7,070.61</u>	<u>196,633.82</u>		-6360.50%
Operating Transfers, net	139,347.51	(2,542,405.74)	(162,763.20)		
Operating Transfers, Federal Grants	<u>45,332.36</u>	<u>155,339.51</u>	<u>-</u>		
Increase (Decrease) in Net Position	<u>\$ (257,976.00)</u>	<u>\$ (2,379,995.62)</u>	<u>\$ 33,870.62</u>		

SALARY ADJUSTMENT HISTORY

Before Current Administration

- **FY02:** No ATB
- **FY03:** 2.5% ATB
- **FY04:** No ATB
- **FY05:** 2% ATB
- **FY06:** 2% ATB
- **FY07:**
 - 2.75% ATB
 - .25% of salary increase budget (3% of salaries) for equity
- **FY08:** 4.5% salary increase pool - 4% merit, .2% equity, .3% special cases
- **FY09:**
 - Faculty: 4.2% salary increase pool: 4% merit and .2% equity
 - Staff:
 - 4.0% salary increase pool
 - \$178,000 for adjustment to the minimum of the new compensation system pay grades
 - Both faculty and staff used the compensation matrix
- **FY10:** No ATB
- **FY11:** No ATB

During Current Administration

- **FY12:**
 - Faculty and Staff: 1.2% plus \$400 ATB (January 2012)
 - Staff:
 - 6.6% adjustment to salary range minimums and maximums
 - \$500 minimum increase to those below the new minimum (July 2011)
 - \$500 to those in Quartile 1 of their salary range (October 2011)
- **FY13:**
 - Faculty and Staff: 2% ATB (January 2013)
 - Staff: 1% adjustment to salary range minimums and maximums
- **FY14:**
 - Faculty and Staff: 2% ATB (July 2013)
 - Staff: 1% adjustment to salary range minimums and maximums
- **FY15:**
 - Faculty and Staff: 1.5% ATB (July 2014)
 - Staff:
 - 1.2% adjustment to salary range minimums and maximums
 - \$480 to those in a pay grade with a minimum salary less than \$30,000 and whose salary was below the midpoint of their pay grade

- **FY16:**
 - Faculty and Staff: 1.8% ATB (July 2015)
 - Faculty:
 - PSIP \$80,760 with fringe (\$60,000 salary)
 - Non-tenure track faculty increases \$142,163.17 with fringe (\$105,619 salary)
 - Cost center-funded equity increases \$127,272 with fringe (\$94,556 salary)
 - Staff:
 - 1.8% adjustment to salary range minimums and maximums
 - Centrally-funded merit/equity increases \$225,000 with fringe (\$167,162 salary)
 - Cost center-funded merit/equity increases \$170,924 with fringe (\$126,987 salary)
- **FY17:**
 - Faculty and Staff:
 - 2% ATB (July 2016)
 - Cost center-funded equity increases \$282,197 with fringe (\$209,656 salary)
 - Faculty:
 - PSIP \$80,760 with fringe (\$60,000 salary)
 - Promotions \$232,858 with fringe (\$173,000 salary)
 - Staff:
 - 1.8% adjustment to salary range minimums and maximums
 - Centrally-funded discretionary pool \$250,000 with fringe (\$185,735 salary)
- **FY18:**
 - No ATB
 - Faculty:
 - PSIP \$34,010 with fringe (\$25,000 salary)
 - Promotions \$182,454 with fringe (\$134,000 salary)
 - Staff:
 - 2.1% adjustment to salary range minimums and maximums
- **FY19:**
 - Faculty and Staff:
 - \$700 one time retention payment (August 2018)
 - Cost center-funded equity increases \$291,310 with fringe (\$213,101 salary; July/August 2018)
 - 1% plus \$600 ATB (January/February 2019)
 - Faculty
 - PSIP \$41,010 with fringe (\$30,000 salary)
 - Promotions \$178,831 with fringe (\$172,500 salary)
 - Staff:
 - Cost-center funded equity increases \$144,969 with fringe (\$106,042 salary) (January/February 2019)
 - Minimum Wage Increase to \$8.60/Hour (January 2019)
 - Student Employees \$326,194
 - Part-time Employees \$30,714
- **FY20**
 - Faculty and Staff: 1.9% ATB (July/August 2019)
 - Faculty
 - PSIP \$34,475 with fringe (\$25,000 salary)
 - Promotions \$337,165 with fringe (\$244,500 salary)
 - Cost center-funded equity increases \$161,383 with fringe (\$117,029 salary; January/February 2020)
 - Staff
 - 4.5% adjustment to salary range minimums and maximums
 - Cost center-funded equity increases \$114,970 with fringe (\$83,372 salary; January/February 2020)
 - Graduate Assistants
 - 1.9% adjustment to stipends
 - Minimum Wage Adjustment to \$9.35/Hour (January 2020)

- Student Employees: \$583,360
- Part-time Employees: \$70,315
- **FY21**
 - Faculty and Staff: \$600 ATB (January/February 2021)
 - Faculty
 - PSIP \$33,750 including fringe
 - Promotions \$292,595 including fringe
 - Staff
 - 2.5% increase to salary range minimums and maximums
 - Minimum Wage Adjustment to \$10.30/Hour (January 2021)
 - Student Employees: \$205,667 to \$583,360 (estimate, varies due to pandemic)
 - Part-time Employees: \$25,354 to \$70,315 (estimate, varies due to pandemic)
- **FY22**
 - Faculty and Staff: 3% ATB (July/August 2021)
 - Faculty
 - PSIP \$35,000 including fringe (\$25,000 salary)
 - Promotions \$292,600 including fringe (\$209,000 salary)
 - Cost center-funded equity increases \$365,775 including fringe (\$261,268 salary; July/August 2021)
 - Staff
 - 1.8% adjustment to salary range minimums and maximums
 - Cost center-funded equity increases \$202,780 including fringe (\$144,843 salary; July/August 2021)
 - Graduate Assistants
 - 3% adjustment to stipends
 - Minimum Wage Adjustment to \$11.15/Hour (January 2022)
- **FY23**
 - Faculty and Staff:
 - 4% ATB (July/August 2022)
 - \$1,000 one time retention payment (December 2022)
 - Faculty
 - PSIP \$28,400 including fringe (\$20,000 salary)
 - Promotions \$402,570 including fringe (\$283,500 salary)
 - Cost center-funded equity increases \$258,440 including fringe (\$182,000 salary; July/August 2022)
 - Staff
 - 2.7% adjustment to salary range minimums and maximums
 - \$15 Minimum Adjustment \$563,137 including fringe (\$396,575 salary)
 - Cost center-funded equity increases \$638,537 including fringe (\$449,674 salary; July/August 2022)
 - Graduate Assistants
 - 4% adjustment to stipends

2023-2024 Proposed Fee Schedule Summary
Board of Governors
February 16, 2023

Springfield Campus

Tuition and Student Service Fees

		Option 1		Option 2		Option 3	
	2022-2023	\$Increase	%Increase	\$Increase	%Increase	\$Increase	%Increase
Tuition Regular Instruction (per credit hour)							
Undergraduate Missouri Resident	\$267.00	\$10.00	3.7%	\$11.00	4.1%	\$12.00	4.5%
Undergraduate Non-Missouri Resident	\$572.00	\$22.00	3.8%	\$24.00	4.2%	\$25.00	4.4%
Graduate Missouri Resident	\$333.00	\$13.00	3.9%	\$14.00	4.2%	\$15.00	4.5%
Graduate Non-Missouri Resident	\$665.00	\$26.00	3.9%	\$28.00	4.2%	\$29.00	4.4%
Regular Internet-Based (per credit hour)							
Undergraduate	\$267.00	\$10.00	3.7%	\$11.00	4.1%	\$12.00	4.5%
Graduate	\$333.00	\$13.00	3.9%	\$14.00	4.2%	\$15.00	4.5%
	2022-2023	2023-2024	\$ Increase				
Student Service Fees							
Seven credit hours or more per semester	\$564.00	\$594.00	\$30.00				
Online or Web Conferencing							
Seven credit hours or more per semester	\$210.00	\$297.00	\$87.00				
Other Enrollment Fees							
	2022-2023	2023-2024	\$ Increase				
Judith Enyeart Reynolds College of Arts and Letters							
Media, Journalism, and Film Production	\$25.00	\$45.00	\$20.00				
MUS Courses	\$15.00	\$25.00	\$10.00				
ART, DES, and MST Courses	\$25.00	\$45.00	\$20.00				
College of Business							
Undergraduate-Level	\$40.00	\$55.00	\$15.00				
Graduate-Level	\$45.00	\$65.00	\$20.00				

Academic Other Enrollment and Program Fees

	2022-2023	2023-2024	\$ Increase
McQueary College of Health and Human Services (Enrolled 7 or more credit hours)			
Master of Science in Physician Assistant Studies	\$2,400.00	\$3,035.00	\$ 635.00
Doctor of Physical Therapy	\$ 850.00	\$1,000.00	\$ 150.00
Dietetics Program (MSND)	\$ 0.00	\$ 250.00	\$ 250.00
Dietetics Internship (DI)	\$ 0.00	\$ 500.00	\$ 500.00
Psychology Doctorate (PsyD)	\$ 0.00	\$1,400.00	\$1,400.00
Occupational Therapy Doctorate (OTD)	\$ 0.00	\$1,400.00	\$1,400.00

Admission Application Fees

	2022-2023	2023-2024	\$ Increase
Graduate degree-seeking students	\$ 60.00	\$ 72.00	\$ 12.00
International students (undergraduate)	\$ 50.00	\$ 40.00	(\$10.00)
International students (graduate level)	\$ 60.00	\$ 72.00	\$ 12.00

Other Fees

English Language Institute sponsored student fee is going from \$100.00 per 8-week session to \$200.00 per 12-week session.

International Health Insurance Fee, Students only will increase from \$1,616.00 to \$1,640.00 and will be prorated for various enrollment periods.

Child Development Center (per week)	2022-2023	2023-2024	\$ Increase
Infants - Employee	\$ 280.00	\$ 295.00	\$ 15.00
Infants – Community	\$ 280.00	\$ 305.00	\$ 25.00
Toddlers - Employee	\$ 280.00	\$ 295.00	\$ 15.00
Toddlers – Community	\$ 280.00	\$ 305.00	\$ 25.00
Two Year Olds - Employee	\$ 225.00	\$ 235.00	\$ 10.00
Two Year Olds – Community	\$ 225.00	\$ 240.00	\$ 15.00
Preschool - Employee	\$ 190.00	\$ 200.00	\$ 10.00
Preschool – Community	\$ 190.00	\$ 200.00	\$ 10.00

Greenwood Laboratory School (school year)	2022-2023	2023-2024	\$ Increase
Kindergarten	\$6,500.00	\$6,800.00	\$300.00
Grades 1-8	\$6,500.00	\$6,800.00	\$300.00
Grades 9-12	\$7,100.00	\$7,400.00	\$300.00
International Students I-20*	\$8,900.00	\$9,200.00	\$300.00
Textbook Rental Fees K-3	\$ 150.00	\$ 175.00	\$ 25.00
Textbook Rental Fees 4-5	\$ 150.00	\$ 175.00	\$ 25.00
Textbook Rental Fees 6, 7 and 8	\$ 150.00	\$ 175.00	\$ 25.00
Extracurricular Activities – per sport	\$ 200.00	\$ 225.00	\$ 25.00
Debate	\$ 200.00	\$ 225.00	\$ 25.00
Technology Fee	\$ 125.00	\$ 150.00	\$ 25.00

*Inclusive of all Greenwood fees.

Residence Hall Housing Fees: The combined room and board blended increase on all residence halls will not exceed 6.0%.

University Safety Parking Permits	2022-2023	2023-2024	\$ Increase
Black & White Striped or Orange & White Striped (Overnight)	\$ 454.00	\$ 479.00	\$ 25.00
Blue (Reserved) or Silver SP	\$ 209.00	\$ 221.00	\$ 12.00
Brown (Service Vehicle)	\$ 209.00	\$ 221.00	\$ 12.00
Green or Red (Residence Hall)	\$ 218.00	\$ 230.00	\$ 12.00
Green Lot 27A – (Monroe Apartments)	\$ 419.00	\$ 442.00	\$ 23.00
Green & White Striped	\$ 451.00	\$ 476.00	\$ 25.00
Motorcycle	\$ 25.00	\$ 26.00	\$ 1.00
Orange (Evening and Remote)	\$ 74.00	\$ 78.00	\$ 4.00
Purple & White (Vendor)	\$ 209.00	\$ 221.00	\$ 12.00
Second Blue (Reserved)	\$ 13.75	\$ 14.50	\$ 0.75
Yellow or Yellow & White (Commuter)	\$ 133.00	\$ 140.00	\$ 7.00
Reserved Space	\$ 0.00	\$ 750.00	\$750.00
Short-Term (Daily)	\$ 2.90	\$ 3.05	\$ 0.15
Metered Parking (Downtown) Per hour	\$ 0.00	\$ 3.00	\$ 3.00
Miscellaneous Transportation Fees	2022-2023	2023-2024	\$ Increase
Gate Arm Replacement Fee	\$ 63.00	\$ 66.00	\$ 3.00

Missouri Comprehensive Fee Survey for Public Institutions of Higher Education: FY 2023 Four-Year Institutions
Resident

	<i>Undergraduate Resident</i>			<i>Graduate (Not Professional) Resident</i>		
	Nondesignated and unrestricted per credit hour tuition	Total required fees, per semester charged to all full-time students	Total Tuition and required fees, per year, charged to a typical full-time student	Nondesignated and unrestricted per credit hour tuition	Total required fees, per semester charged to all full-time students	Total Tuition and required fees, per year, charged to a typical full-time student
Harris-Stowe State University	\$226.00	\$692.00	\$6,808.00			
Missouri Southern State University	\$267.53	\$0.00	\$8,025.90	\$350.00	\$0.00	\$8,400.00
Missouri Western State University	\$240.00	\$521.25	\$8,242.50	\$395.00	\$417.00	\$10,314.00
Lincoln University	\$234.00	\$683.00	\$8,386.00	\$324.00	\$683.00	\$9,142.00
Truman State University	\$289.67	\$162.00	\$8,690.00	\$415.00	\$162.00	\$9,960.00
Southeast Missouri State University	\$258.70	\$627.00	\$9,015.00	\$344.70	\$501.60	\$9,276.00
Missouri State University	\$267.00	\$564.00	\$9,138.00	\$333.00	\$564.00	\$9,120.00
University of Central Missouri	\$268.00	\$660.00	\$9,360.00	\$339.00	\$660.00	\$9,456.00
University of Missouri-Columbia	\$335.80	\$764.68	\$11,603.36	\$435.30	\$673.54	\$11,794.28
Missouri University of Science and Technology	\$330.90	\$851.28	\$11,629.56	\$458.00	\$803.86	\$12,599.72
University of Missouri-Kansas City	\$327.90	\$994.90	\$11,826.80	\$444.15	\$855.20	\$12,370.00
Northwest Missouri State University	\$250.63	\$2,179.50	\$11,877.90	\$301.60	\$1,778.40	\$10,795.20
University of Missouri- St. Louis	\$396.10	\$0.00	\$11,883.00	\$548.10	\$0.00	\$13,154.40
FY2024 Tuition Rate Options						
Missouri State University Proposed FY 2024	\$276.00	\$594.00	\$9,468.00	\$346.00	\$594.00	\$9,492.00
Missouri State University Proposed FY 2024	\$277.00	\$594.00	\$9,498.00	\$347.00	\$594.00	\$9,516.00
Missouri State University Proposed FY 2024	\$278.00	\$594.00	\$9,528.00	\$348.00	\$594.00	\$9,540.00

Missouri State University Springfield Campus Fee History

College Level Fee	Per credit hour	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Proposed Fall 2023 Changes
William H. Darr College of Agriculture														
	All COAG courses – 100-199										\$15.00	\$15.00	\$15.00	
	All COAG courses – 200-799										\$30.00	\$30.00	\$30.00	
Judith Enyeart Reynolds College of Arts and Letters														
	Media, Journalism, and Film Production- Intensive courses			\$18.00	\$18.00	\$18.00	\$18.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$45.00
	All MUS Courses – 000-799			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$25.00
	All ART, DES and MST Courses – 000-799				\$18.00	\$18.00	\$18.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$45.00
	All THE and DAN Courses – 000-799										\$20.00	\$20.00	\$20.00	\$35.00
College of Business														
	All COB courses – 200-599 note: in Fall 2018 included 200		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$55.00
	Graduate Level		\$32.00	\$32.00	\$32.00	\$32.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$65.00
McQueary College of Health and Human Services														
	All MCHHS Courses – 000-599										\$25.00	\$25.00	\$25.00	
	Nursing												\$75.00	
College of Natural and Applied Sciences														
	Courses 000-199								\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
	Courses 200-599								\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	
Student Services Fees														
Seated	Fixed charge 7+Credit Hours	\$389.00	\$389.00	\$394.00	\$444.00	\$455.00	\$455.00	\$503.00	\$516.00	\$530.00	\$549.00	\$549.00	\$564.00	\$594.00
	Changes to Student Services Fees													
	Plaster Student Union	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$49.27	\$79.27
	Computer Usage Fee											\$65.45	\$80.45	
	Educational Fee							\$19.00	\$32.00	\$46.00	\$57.00	\$57.00	\$57.00	
	Mental Health Fee *										\$8.00	\$8.00	\$8.00	
	Capital Improvement Fee Health Center *							\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	
	University Initiatives					\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	
	BEAR Fee *				\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	
	Title IX Compliance			\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
	Flu shot *			\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
Online	Fixed charge 7+Credit Hours											\$210.00	\$210.00	\$297.00

* Student Initiatives

2023-2024 Proposed Fee Schedule Summary
Board of Governors
February 16, 2023

West Plains Campus

Tuition and Student Service Fees

		Option 1		Option 2		Option 3	
	2022-2023	\$Increase	%Increase	\$Increase	%Increase	\$Increase	%Increase
Tuition Regular Instruction (per credit hour)							
Undergraduate Missouri Resident	\$ 141.00	\$ 6.00	4.3%	\$ 7.00	5.0%	\$ 8.00	5.7%
Undergraduate Non-Missouri Resident	\$ 282.00	\$ 14.00	4.3%	\$ 14.00	5.0%	\$ 16.00	5.7%
Common Fee	2022-2023	2023-2024	\$Increase				
Total Common Fee (per credit hour)	\$ 24.00	\$ 34.00	\$ 10.00				

Other Fees

	2022-2023	2023-2024	\$Increase
NUR Courses			
(Seated)			
Missouri Resident	\$ 187.00	\$ 194.00	\$ 7.00
Non-Missouri Resident	\$ 374.00	\$ 388.00	\$ 14.00
(online)			
Missouri Resident	\$ 187.00	\$ 201.00	\$ 14.00
Non-Missouri Resident	\$ 374.00	\$ 402.00	\$ 28.00
Online Courses (Resident & Non-Resident)	\$ 171.00	\$ 178.00	\$ 7.00
TEC Courses (Resident & Non-Resident)	\$ 180.00	\$ 360.00	\$ 180.00
UAS Courses (Resident & Non-Resident)	\$ 180.00	\$ 360.00	\$ 180.00
VIN Courses (Resident & Non-Resident)	\$ 230.00	\$ 240.00	\$ 10.00

A maintenance program (ASCEND-M) fee of \$1,500.00 per semester is available for second year students who may no longer have high level support needs.

International Health Insurance Fee, Students only will increase from \$1,616.00 to \$1,640.00 and will be prorated for various enrollment periods.

Residence Hall room rate for Grizzly House will increase from \$3,250.00 to \$3,313.00 per semester and \$6,500.00 to \$6,626.00 per year.

Non-Resident Meal Plans	2022-2023	2023-2024	\$Increase
Two Meals Per Week	\$ 209.00	\$ 261.00	\$ 52.00
Three Meals Per Week	\$ 300.00	\$ 375.00	\$ 75.00
Four Meals Per Week	\$ 361.00	\$ 451.00	\$ 90.00
Five Meals Per Week	\$ 427.00	\$ 534.00	\$ 107.00
Summer Room & Board	\$1,400.00	\$ 1,750.00	\$ 350.00

Parking Permits	2022-2023	2023-2024	\$Increase
Faculty	\$ 25.00	\$ 30.00	\$ 5.00
Staff	\$ 25.00	\$ 30.00	\$ 5.00
Part-Time Faculty or Staff	\$ 0.00	\$ 15.00	\$ 15.00

VII.A.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

LAND NO. 134-23

Approval of Real Estate Contract for the
purchase of property at 414-430 North
Boonville in Springfield, Missouri

BE IT RESOLVED by the Board of Governors for Missouri State University that the University enter the attached Real Estate Contract for the purchase, in fee simple absolute title, of certain real estate located at 414-430 North Boonville in Springfield, Missouri for Four Hundred Ninety Thousand and 00/100ths Dollars (\$490,000.00).

BE IT FURTHER RESOLVED that the administration of the University, including the Vice President for Administrative Services, be authorized to execute the Real Estate Contract and related documents and perform other acts as may be necessary to implement this transaction.

Chris Waters
Board Chair

Passed at meeting of
February 17, 2023

Rowena Stone
Secretary to the Board

COMMENTS:

The property is directly to the west of eFactory and south of the Roy Blunt Jordan Valley Innovation Center in IDEA Commons and adjacent to a university parking lot. The owner of the property desired to sell the property and an appraisal was obtained. The property is well suited for operational needs of the university.

The negotiated purchase price is \$490,000.00 which is below the \$605,000 appraised value. The Seller is working with the university Foundation for the recognition of a gift of the difference in appraised value and purchase price.

The Real Estate Contract is consistent with prior real estate purchase contracts used by Administrative Services and has been reviewed by the Office of General Counsel.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is entered into by and between 414 N Boonville, LLC, a Missouri limited liability company ("Seller") whose address is 305 West Commercial Street, Springfield, MO 65803, and Board of Governors of Missouri State University, a Missouri public institution of higher education ("Buyer") whose address is 901 S. National, Springfield, MO 65897, as of the Effective Date indicated in Section 3, below.

WITNESSETH THAT:

A. Seller owns real property, including land and buildings located at 414-430 North Boonville in Springfield, Greene County, Missouri, as further described in the legal description set forth on Exhibit A, which is attached hereto and incorporated herein by reference. The real property and all improvements and fixtures are collectively referred to as the "Property."

B. Omitted.

C. Buyer desires to purchase, and Seller desires to sell the Property on the terms and conditions set forth in this Contract.

Now, therefore, in consideration of the mutual promises contained in this Contract, which incorporate the above recitals herein by reference, and other valuable consideration, Buyer and Seller agree as follows:

1. **Purchase Price.** Subject to the modifications contained herein, the Seller agrees to sell, and Buyer agrees to buy the Property for the sum of \$490,000.00 (Four Hundred Ninety Thousand and No/100 Dollars) ("Purchase Price") to be paid by Buyer to Seller as follows:

(a) Within ten (10) business days after the Effective Date, as hereinafter defined, Buyer shall deposit with Preferred Title of Missouri, Inc. ("Title Company"), an earnest deposit of \$25,000.00 ("Earnest Deposit") to be held, applied and disbursed according to the terms of this Contract. At the closing, as hereinafter defined, the Earnest Deposit shall be credited to Buyer against the Purchase Price.

(b) At Closing, Buyer shall deposit with the Title Company the balance of the Purchase Price, subject to adjustments provided in this Contract, by certified check, wire transfer of funds, or other instrument reasonable or feasible for Buyer, adjusted at Closing for prorations, closing costs, and other agreed expenses. This is a cash transaction and Buyer will have no lender involved.

2. **Effective Date of Contract.** The "Effective Date" of this Contract shall be the date of its approval by the Board of Governors of Missouri State University, anticipated to be February 17, 2023. If Board of Governors approval does not occur by February 17, 2023, Seller must agree to any extension of the approval period.

3. **Closing Date.** Closing shall be on or before April 28, 2023 ("Closing Date"), and possession of the Property shall be delivered to Buyer on such date.

4. **Access/Reports and Delivery of Documents.** Seller hereby grants to Buyer, its agents, and representatives, the full right of access to the Property during the Inspection Period (as hereinafter defined). Buyer, its agents and representatives shall not interfere with any work being performed on the Property, if any, or on any of the Seller's adjacent property, if any, or unreasonably interfere with any tenant use or occupancy of the Property. Buyer, its agents and representatives, may perform any investigation, surveys, tests or inspections of the Property desired by Buyer. Buyer shall be responsible for and pay any claims, or damages arising from Buyer's inspection of the Property or failure to comply with local, state or federal environmental laws and regulations.

Within ten (10) days after the Effective Date, Seller shall deliver the following to Buyer (to the extent that the same are in possession of or control of Seller):

- (a) A copy of the most recent survey of the Property; and
- (b) A copy of the most recent title policy or commitment covering the Property.

5. **Buyer Conditions and Environmental Inspection Period.** All of Buyer's duties and obligations under this Contract shall be conditioned upon and subject to the complete satisfaction of the following conditions precedent, each of which is for the sole benefit of Buyer, and any of which may be waived by Buyer at Buyer's sole discretion. Buyer shall have thirty (30) days ("Inspection Period") from the Effective Date to complete its Environmental investigation of the Property. If, prior to the expiration of the Inspection Period, each and every one of the conditions precedent are not completely satisfied or waived by Buyer, or for any other reason within the Buyer's sole discretion, Buyer may terminate this Contract as set forth below. If Buyer fails to notify Seller of its waiver or satisfaction of each of the conditions precedent within the designated Inspection Period, such conditions shall be deemed waived. During the Inspection Period, Buyer shall complete the following to its satisfaction:

(a) **Title.** Buyer shall obtain, and Seller shall pay for on or before the Closing Date, a title insurance commitment and/or title search issued by the Title Company, which is licensed to issue and write title insurance policies in the State of Missouri. Buyer shall notify Seller in writing of any objections or defects to the title. If Buyer delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Buyer within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Buyer shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event: (a) no party hereto shall have any further rights, duties or obligations hereunder; and (b) Seller shall instruct the Title Company to return the Earnest Deposit to Buyer; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Buyer is to pay all premiums necessary to convert the title insurance commitment to a Buyer's title insurance policy in the full amount of the purchase price.

(b) **Environmental Investigation.** During the Inspection Period, Buyer shall, at its own expense, perform such environmental audits, testing and sampling

of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Buyer's environmental investigation reveals a condition or conditions requiring additional testing, remediation, abatement or reporting to local, state or federal governmental entities (Environmental Conditions), Buyer will provide, at a minimum, the executive summary of its report to Seller. If, following receipt of Buyer's identified Environmental Conditions, Seller fails to take reasonable steps to address the Environmental Conditions, Buyer may terminate this Contract. If any underground storage tanks, petroleum product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes are discovered at the Property, Seller shall have the option of removing the discovered items and any associated contamination or terminating this Contract. In the event this Contract is terminated pursuant to the provisions of this subparagraph during the Inspection Period, Buyer shall be entitled to a return of its Earnest Deposit.

(c) **Utilities.** Seller shall pay for all utility services (e.g., water, electricity, and/or gas) furnished to the Property for the period of time up to and including the date on which Seller vacates the Property, and Buyer shall pay for such utility expenses thereafter. In the event meter readings are not made pertaining to the utility services furnished to the Property on precisely the date on which Seller vacates the Property, the cost of such utility service shall be appropriately prorated between the parties. In no event shall Seller cause or permit the following utility services to be shut off or discontinued, as doing so could result in physical damage to the Property.

6. **Insurance and Risk of Loss.** Seller shall maintain Property insurance until delivery of the Property to the Buyer, in accordance with its existing insurance policy. The risk of loss shall be upon Seller until the passage of title to Buyer. In the event of any material damage or destruction to the Property prior to the closing, this transaction may either be terminated or consummated upon the agreement of Buyer and Seller. In the event this transaction is consummated, Buyer and Seller shall agree to either an assignment of the proceeds of insurance to Buyer or to a reduction in the purchase price to the extent of the damage or destruction so long as a final non-disputed determination of insurance proceeds has been made by the insurer and such proceeds are sufficient to pay off Seller's mortgage financing associated with the Property. Buyer acknowledges that prior to any assignment of insurance proceeds from Seller to Buyer, Seller must first obtain the written consent of any applicable mortgage lender.

7. **Escrow Procedures.** The Earnest Deposit shall be held in escrow by the Title Company to be applied to the Purchase Price at Closing or, if Closing does not occur, to be disbursed as otherwise set forth herein. If the parties are in disagreement, the Title Company shall give written notice to Seller and Buyer indicating the Title Company's intended disposition of the Earnest Deposit. Seller and Buyer hereby agree that if neither party objects in writing to the proposed disposition of the Earnest Deposit within three (3) business days after the date of mailing of such notice, the Title Company shall proceed to dispose of the Earnest Deposit as it had previously indicated.

8. **Closing Procedures.**

- (a) At Closing, Seller shall deliver the following to the Title Company:
- (i) A Special Warranty Deed in recordable form, and which is acceptable to Buyer, conveying fee simple title to the Property to Buyer, free and clear of all liens (including mechanics' liens), easements, leases, encumbrances, restrictions or defects, except Zoning restrictions, and detailing:
 - Current general taxes and current special assessments (if any);
 - Legal roadways and utility easements (if any);
 - Such other matters affecting title (if any) as have been approved by Buyer;
 - (ii) Exclusive possession of the Property;
 - (iii) A closing statement reflecting the Purchase Price and all adjustments thereto;
 - (iv) A properly executed tax proration agreement;
 - (i) Any such other documents as might be reasonably requested by the Title Company and Buyer to consummate the purchase of the Property.
- (b) At Closing, Buyer shall deliver to the Title Company the following:
- (i) The balance due of the Purchase Price subject to the adjustments and prorations set forth in this Contract;
 - (ii) A closing statement reflecting the Purchase Price and all adjustments thereto;
 - (iii) Any such other documents as might be reasonably requested by the Title Company and Seller to consummate the purchase of the Property.

9. **Transaction Charges and Expenses.** The Title Company shall serve both as escrow and closing agent for this transaction. Buyer and Seller shall pay equally the Title Company's fee for closing this transaction. Real property taxes on the Property for the year in which the transaction closes shall be prorated to date of closing, with the parties executing a tax proration agreement as set forth in Section 9(a)(iv). Seller shall pay any transfer taxes and recording fees or taxes.

10. **Liability for Default.**

(a) **Default by Seller.** If Buyer has performed all of the obligations of Buyer hereunder, and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder or fail to otherwise close this transaction, except as such failure results from Seller's election not to cover an exception to title or environmental condition as set forth in Section 6 above, then Buyer, may elect, as its remedy, to either:

- (i) treat this Contract as terminated, in which case all payments and things of value received hereunder, including the Earnest Deposit described in Section 1, above, shall be returned to Buyer, Seller agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit to Buyer, and to reimburse Buyer for all of its expenses incurred for its investigation of the Property under Section 5, herein, as evidenced by paid invoices to third parties; or
 - (ii) treat this Contract as being in full force and effect and Buyer shall have the right to an action for specific performance. Seller shall reimburse Buyer for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.
- (b) **Default by Buyer.** If the Seller has performed Seller's obligations under this Contract, and after the satisfaction of all conditions stated herein to the benefit of the Buyer, Buyer fails to make the payments herein or fails to otherwise close this transaction, then Seller, as its remedy to either:
- (i) treat this Contract as terminated, in which case the Earnest Deposit described in Section 1, above, shall be retained by Seller and, Buyer agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit; or
 - (ii) treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance. Buyer shall reimburse Seller for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.

11. **First Right of Refusal Options.** The seller warrants and represents that there is no existing first right of refusal option to allow a third party to purchase the Property.

12. **Miscellaneous.**

(a) **Authority and Binding Effect.** Both the individual signing this Contract on behalf of Seller and the individual signing this Contract on behalf of Buyer have the authority to bind the respective party to the agreements set forth herein. This Contract shall be binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The representations and agreements contained herein shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto

(b) **Attorneys' Fees.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

(c) **Time is of the Essence.** Time shall be considered of the essence for this

contract.

(d) **Waiver.** No waiver by Seller or Buyer of any default or breach under this Contract shall operate as a waiver of any future default, whether of like or different nature.

(e) **Entire Contract Modification.** This Contract contains the entire agreement of the terms and conditions agreed upon by the parties herein. This Contract supersedes any and all previous agreements, whether oral or written, regarding the subject matter of this Contract.

(f) **Counterparts, Facsimile Signatures and Electronic Transfer.** This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and are hereby declared by all parties to this Contract to be the same as an original signature to this Contract. A facsimile of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed. "Electronic transfer" (i.e.: pdf, tif, etc.) as that term is commonly used with reference to electronic scanning and transmission via the Internet. Documents, signatures, photocopies, etc. will be and hereby are declared by all parties to this Contract to be the same as an original signature to this Contract. An Electronic Transfer of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the Electronic Transfer were an original document to which a genuine signature has been affixed.

(g) **Construction.** This Contract and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly, by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Contract and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Contract. All headings contained in this Contract are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Contract or any provisions hereof and should not be considered in interpreting this Contract. The term "Seller" may either be singular or plural according to whichever is evidenced by the signatures below.

(h) **Severability.** Should any provision of this Contract be held to be illegal, invalid or unenforceable, such a finding shall have no effect on any other provisions of this Contract.

(i) **Controlling Law.** This Contract shall be construed and interpreted according to the laws of the State of Missouri.

(j) **Computation of Time.** If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day. All time computations under this Contract shall be based on Central Time Zone.

13. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of (i) the date of delivery, if served in person, (ii) two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, (iii) the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express, or (iv) upon receipt, if delivered by facsimile with confirmed transmittal. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Springfield, Missouri, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday. Notice shall be sent to the following:

For Buyer:

Matthew D. Morris, Vice President for Administrative Services
Missouri State University
901 S. National Ave.
Springfield, MO 65897

For Seller:


414 N Boonville, LLC
Attn: J. Matthew Miller
305 West Commercial Street
Springfield, MO 65803

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound by the terms of same, as of the last date indicated below.

SELLER

414 N. Boonville, LLC


By: J. Matthew Miller, Manager

Executed 12:30 o'clock P. M. CT on January 31, 2023

BUYER

Board of Governors of Missouri State University

By: Matthew D. Morris, Vice President for Administrative Services

Executed _____ o'clock ____ . M. CT on _____, 2023

Title Company Acknowledgement of Receipt of Executed Contract:

I, _____ (representative) of _____ (Title Company) hereby acknowledge receipt of the fully executed Contract this ____ day of _____, 20__.

By:

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

EXHIBIT A

LEGAL DESCRIPTION

All of Lot 1 of Idea Commons Subdivision to the City of Springfield, Greene County, Missouri, according to the recorded Plat thereof.

VIII.A.

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

		MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for January		Running Totals		
	Year	No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 22	6,101	\$136,958	58	\$232,622	6,159	\$369,580	46,520	\$5,979,892	FY 22
	FY 23	3,788	\$89,921	48	\$318,342	3,836	\$408,263	44,963	\$5,108,804	FY 23
Special Campaigns	FY 22	16	\$4,600	2	\$50,511	18	\$55,111	824	\$3,238,359	FY 22
	FY 23	13	\$1,977	8	\$1,023,000	21	\$1,024,977	965	\$3,587,621	FY 23
One Time Gifts	FY 22	0	\$0	16	\$407,908	16	\$407,908	117	\$3,223,736	FY 22
	FY 23	0	\$0	12	\$97,220	12	\$97,220	96	\$4,247,225	FY 23
TOTALS	FY 22	6,117	\$141,558	76	\$691,041	6,193	\$832,599	47,461	\$12,441,987	FY 22
	FY 23	3,801	\$91,898	68	\$1,438,562	3,869	\$1,530,460	46,024	\$12,943,650	FY 23

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2022 TO 1/31/2023**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2022 TO 1/31/2023	TOTAL 07/01/2021 TO 1/31/2022
ALUMNI	\$79,922	\$1,799,401	\$625,800	\$23,664	\$277,123	\$2,805,910	\$2,901,793
FRIENDS	12,198	395,584	183,024	61,270	1,349,362	\$2,001,438	3,098,968
PARENTS	672	93,636	2,520	710	11,605	\$109,143	127,809
FOUNDATIONS	8,600	1,881,782	20,950	0	6,790	\$1,918,122	1,872,055
ORGANIZATIONS	18,851	975,483	2,689,317	3,842	43,920	\$3,731,413	2,377,421
BUSINESSES	22,676	1,144,615	48,045	494,607	667,681	\$2,377,624	2,063,941
GIFT TOTAL	<u>\$142,919</u>	<u>\$6,290,501</u>	<u>\$3,569,656</u>	<u>\$584,093</u>	<u>\$2,356,481</u>	<u>\$12,943,650</u>	<u>\$12,441,987</u>

**Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2021, income recieved from athletics seat assessments and suites are no longer tax deductible.*

DEFERRED GIFT COMMITMENTS

	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 07/01/2022 TO 1/31/2023	TOTAL 07/01/2021 TO 1/31/2022
DEFERRED GIFTS	20,000	700,000	1,790,000	3,500,000	\$ 6,010,000	\$ 2,500,000

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$78M

	NUMBER OF DONORS 7/1/2022 TO 1/31/2023	NUMBER OF DONORS 7/1/2021 TO 1/31/2022
ALUMNI	4,497	4,422
FRIENDS	8,867	9,131
PARENTS	499	586
FOUNDATIONS	36	42
ORGANIZATIONS	241	214
BUSINESSES	546	608
TOTAL	<u>14,686</u>	<u>15,003</u>

IX.

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of the Finance and Facilities Committee meeting of the Board of Governors to consider items pursuant to...

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding...;" and "Sealed bids and related documents...;"
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment...;"
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,..."

VOTE:___AYE

___NAY