



Board of Governors Finance & Facilities Committee Meeting

Robert W. Plaster Student Union, Ballroom East

Thursday, 2/17/2022

1:30 - 3:00 PM CT

I. Roll Call Presented By: Governor Lynn Parman

II. Approval of Minutes Presented By: Governor Lynn Parman

II. 12.16.2021.FFC.Minutes - Page 2

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

III. YTD Financial Statements 12 31 2021 - Page 5

IV. Preliminary FY2023 Budget Discussion Presented By: President Clif Smart

V. Procurement & Financial

A. Review of Remaining HEERF III Student Grant Funds for Spring 2022 Semester Plan

Presented By: Steve Foucart, Chief Financial Officer & Rob Moore, Director of Financial Aid

V.A. Spring 2022 Student Grant Resolution - Page 11

B. Review of Procurement Activity Report Presented By: Steve Foucart, Chief Financial Officer

V.B. FFC Procurement Report - Page 13

C. Review of MOHEFA 2015 Bonds Refinancing Presented By: Steve Foucart, Chief Financial Officer

V.C. Resolution - MOHEFA Bonds (2022) - Page 15

VI. Facilities Update Presented By: Matt Morris, Vice President for Administrative Services

A. Review of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri

VI.A. Approval of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri - Page 19

B. Review of increase to the total annual expenditure for the remaining renewal available for the job order contracting services – mechanical, electrical, and plumbing repair and replacement contracts

VI.B. Approval of FM JOCS Annual Expenditure Increase & Term Extension - Page 31

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

A. Development Report

VII.A. Development Report - Page 33

VIII. 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

VIII. Closed Meeting Resolution - FFC - Page 35

IX. Adjournment Presented By: Governor Lynn Parman

**MINUTES OF THE
BOARD OF GOVERNORS FINANCE AND FACILITIES COMMITTEE
MISSOURI STATE UNIVERSITY
THURSDAY, DECEMBER 16, 2021**

Governor Chris Waters, Chair of the Finance and Facilities Committee, called the meeting to order at 9:04 a.m. in the Robert W. Plaster Student Union, Ballroom East on the Missouri State University campus in Springfield, Missouri.

Roll Call

Present – Chris Waters, Committee Chair
Amelia “Amy” Counts, Committee Member
Briar Douglas, Committee Member
Craig Frazier, Committee Member
Beverly Miller Keltner, Committee Member
Lynn Parman, Committee Member
Carol Silvey, Committee Member
Jay Wasson, Committee Member

Absent – Gabriel Gore, Committee Member
Carrie Tergin, Committee Member

Also present – Clif Smart, President
Jim Baker, Vice President for Research and Economic Development and International Programs
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
Frank Einhellig, Provost
Steve Foucart, Chief Financial Officer
Dennis Lancaster, Interim Chancellor of the West Plains Campus
Natalie McNish, Director of Internal Audit and Risk Management
Kyle Moats, Director of Athletics
Matt Morris, Vice President for Administrative Services
Wes Pratt, Chief Diversity Officer and Assistant to the President
Suzanne Shaw, Vice President for Marketing and Communications
Jessica Silvey, Executive Assistant to the President
Dee Siscoe, Vice President for Student Affairs
Rowena Stone, Secretary to the Board of Governors (via Zoom)
Shawn Wahl, Dean of the Reynolds College of Arts and Letters

Approval of Minutes

Governor Waters called for a motion to approve the minutes of the October 15, 2021, Finance and Facilities Committee meeting. Governor Carol Silvey provided a motion, receiving a second from Governor Amy Counts.

Motion passed 7-0.

Fee Schedule Update

President Clif Smart reported on a change made to the university's fee schedule for both the Springfield and West Plains campuses. Under his delegated authority, President Smart approved to remove the \$25 financial hold threshold for students to obtain their transcripts. He shared that this change was made to the 2021-2022 fee schedule, and it is to be omitted from future fee schedules.

Review of Federal COVID-19 Recovery Funds

Natalie McNish, Director of Internal Audit and Risk Management, provided a report on the university's use of COVID-19 recovery funds awarded. She commented that the report provides a narrative for some of the expenses and greater detail, and it will be posted on the university's website to allow for public interface. She shared that the university has received almost \$105 million from state, federal, and local entities and has claimed almost \$93 million as of November 30. The university does have a plan to claim the remaining \$11 million but has yet to reach out to draw the funds in.

Ms. McNish concluded her report by sharing that the Internal Audit and Risk Management Office is now fully staffed with a hire of a new internal auditor. She introduced Grant Jones who will be joining her team January 1, 2022.

Year to Date Financial Review

Steve Foucart, Chief Financial Officer, reviewed year-to-date financial statements through October 31, 2021. An increase was noted in the net position with the university on track and in a strong financial position.

Procurement Activity Report

Mr. Foucart reviewed the procurement activity report to be approved as part of the consent agenda in the regular meeting. He shared information on the following items included in the report:

- Renewal of Faculty Success by Watermark in the amount of \$411,431.03 and an additional \$137,063.90 for the Watermark Review, Promotion and Tenure workflow module. Total approval of \$548,494.93 for a five-year agreement.
- Amending Contract C6877-1 Student Health Plan – International Students Only, to extend the upcoming expiring agreement to cover the period of August 10, 2022 through August 10, 2023, in the estimated amount of \$1,155,440.00.

Resolution Authorizing Bank of America Capitalized Lease for Chiller Station Number Six Expansion

Mr. Foucart reviewed a resolution to authorize a capital lease with Bank of America to finance the expansion of a chiller station on campus to be voted on during the regular Board meeting in the afternoon.

Facilities Update

Matt Morris, Vice President for Administrative Services, reviewed two resolutions to be voted on during the regular Board meeting in the afternoon.

- Approval of bid and award of contract for the chiller station number six expansion on the Springfield Campus
- Approval of bids and award of a contract for the lecture hall addition at Looney Hall on the West Plains Campus

Football Operations Planning Study

Kyle Moats, Director of Athletics, and Mark Wheeler, University Architect and Director of Planning, Design, and Construction, provided a presentation on the Football Operations Plan Study. This study will guide the university's fundraising efforts and facility projects as work continues to grow the football program.

Foundation Review

Brent Dunn, Vice President for University Advancement, provided a development report from the Missouri State University Foundation through November 30, 2021. He shared that annual gifts and planned giving numbers are up while one-time gifts are down compared to last year. He concluded his report in sharing that there are 316 days left in the Onward, Upward capital campaign and the university is at \$236 million of the \$250 million goal. The campaign ends October 29, 2022.

Adjournment

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

Motion passed 7-0.

Meeting adjourned at 10:34 a.m.

Lynn Parman
Committee Chair

Passed at the meeting of
February 17, 2022

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, 2021	Prior YTD December 31, 2020	Prior YTD December 31 2019	% Increase/ (Decrease) to Prior YTD December 31, 2020	Variance (Decrease) to Prior YTD December 31, 2020	Variance (Decrease) to Prior YTD December 31 2019
Operating Revenue						
Tuition and fees	\$ 97,303,324.33	\$ 97,045,982.97	\$ 96,574,596.59	0.27%	\$ 257,341.36	\$ 728,727.74
Scholarships and fellowships	(58,159,285.55)	(35,609,576.87)	(38,757,462.42)	63.32%	(22,549,708.68)	(19,401,823.13)
Grants and contracts	20,709,294.45	25,721,181.39	20,380,086.97	-19.49%	(5,011,886.94)	329,207.48
Other revenues	32,499,706.19	28,587,962.65	38,199,748.94	13.68%	3,911,743.54	(5,700,042.75)
Total Operating Revenue	92,353,039.42	115,745,550.14	116,396,970.08	-20.21%	(23,392,510.72)	(24,043,930.66)
Operating Expenses						
Salaries	81,620,285.50	77,530,184.32	82,249,396.52	5.28%	4,090,101.18	(629,111.02)
Benefits	28,523,373.23	26,659,725.31	27,881,034.18	6.99%	1,863,647.92	642,339.05
Utilities	3,401,693.26	3,260,421.56	3,515,847.30	4.33%	141,271.70	(114,154.04)
Travel	2,396,343.87	1,174,757.90	3,753,901.50	103.99%	1,221,585.97	(1,357,557.63)
Supplies and services	20,410,820.39	20,471,512.49	20,965,520.91	-0.30%	(60,692.10)	(554,700.52)
Other	14,072,328.96	13,823,571.51	13,229,406.45	1.80%	248,757.45	842,922.51
Total Operating Expenses	150,424,845.21	142,920,173.09	151,595,106.86	5.25%	7,504,672.12	(1,170,261.65)
Operating Income (Loss)	(58,071,805.79)	(27,174,622.95)	(35,198,136.78)		(30,897,182.84)	(22,873,669.01)
Other Non-operating Revenues (Expenses)						
State appropriations	47,277,366.00	40,385,199.00	45,871,339.52	17.07%	6,892,167.00	1,406,026.48
State appropriations-capital	1,789,412.54	-	216,553.65		1,789,412.54	1,572,858.89
Federal Pell grants to students	10,972,692.28	11,435,937.29	12,607,884.49	-4.05%	(463,245.01)	(1,635,192.21)
HEERF/CARES ACT FUNDS	33,849,789.02	10,526,651.40	-		23,323,137.62	33,849,789.02
Gifts	1,380,245.62	7,127,757.63	1,579,035.38	-80.64%	(5,747,512.01)	(198,789.76)
Gifts capital projects	-	105,506.00	3,114,832.75	-100.00%	(105,506.00)	(3,114,832.75)
Other	1,917,467.66	876,271.26	(309,553.44)	118.82%	1,041,196.40	2,227,021.10
Debt Service Transfers	(0.00)	0.00	(0.00)		(0.00)	0.00
Increase (Decrease) in Net Position Before Operating Transfers	39,115,167.33	43,282,699.63	27,881,955.57	-9.63%	(4,167,532.30)	11,233,211.76
Operating Transfers, net	(0.00)	(0.00)	-		0.00	(0.00)
Increase (Decrease) in Net Position	\$ 39,115,167.33	\$ 43,282,699.63	\$ 27,881,955.57	-9.63%	\$ (4,167,532.30)	\$ 11,233,211.76

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

	Current YTD December 31, 2021	Prior YTD December 31, 2020	Prior YTD December 31 2019	FY2022 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue						
Tuition and fees	\$ 77,879,506.44	\$ 78,308,767.52	\$ 76,729,556.54	\$ 145,464,090.50	53.5%	-0.55%
Scholarships and fellowships	(14,327,851.23)	(13,184,574.87)	(13,768,707.59)	(28,056,078.00)	51.1%	8.67%
Grants and contracts	18,328.95	18,995.43	23,881.95	150,000.00	12.2%	-3.51%
Other revenues	1,067,786.02	1,209,378.27	1,200,310.16	1,717,878.00	62.2%	-11.71%
Total Operating Revenue	64,637,770.18	66,352,566.35	64,185,041.06	119,275,890.50	54.2%	-2.58%
Operating Expenses						
Salaries	57,679,608.23	55,656,144.27	58,440,444.64	112,825,090.24	51.1%	3.64%
Benefits	20,859,509.61	19,610,922.20	20,689,623.92	50,171,943.81	41.6%	6.37%
Utilities	2,222,594.15	2,071,326.28	2,456,584.07	5,569,640.00	39.9%	7.30%
Travel	528,411.36	114,834.40	1,141,722.60	1,202,860.00	43.9%	360.15%
Supplies and services	7,715,179.10	6,949,774.28	8,033,021.54	15,372,429.54	50.2%	11.01%
Other	4,556,140.19	4,176,052.33	4,534,619.68	10,653,732.51	42.8%	9.10%
Total Operating Expenses	93,561,442.64	88,579,053.76	95,296,016.45	195,795,696.10	47.8%	5.62%
Operating Income (Loss)	(28,923,672.46)	(22,226,487.41)	(31,110,975.39)	(76,519,805.60)		
Other Non-operating Revenues (Expenses)						
State appropriations	43,479,570.00	36,759,318.00	41,615,016.00	86,959,132.00	50.0%	18.28%
Gifts	286,194.07	227,679.25	193,622.40	761,458.00	37.6%	25.70%
Other	2,216,899.65	2,025,039.62	2,103,921.89	2,530,000.00	87.6%	9.47%
Debt Service Transfers	(2,022,947.48)	(2,381,223.40)	(2,445,934.35)	(2,833,004.00)	71.4%	-15.05%
Increase (Decrease) in Net Position Before Operating Transfers	15,036,043.78	14,404,326.06	10,355,650.55	10,897,780.40		4.39%
Operating Transfers, net	(8,112,640.00)	(5,296,613.47)	(9,032,532.30)	(8,515,292.40)		
HEERF/CARES ACT FUNDS	9,443,632.76	30,939.00	-	-		
Increase (Decrease) in Net Position	\$ 16,367,036.54	\$ 9,138,651.59	\$ 1,323,118.25	\$ 2,382,488.00		

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

	Current YTD December 31, 2021	Prior YTD December 31, 2020	Prior YTD December 31 2019	% Increase/ (Decrease) to Prior YTD
Operating Revenue				
Tuition and fees	\$ 11,448,227.85	\$ 10,826,828.11	\$ 10,615,592.32	5.7%
Scholarships and fellowships	(570,555.20)	(414,389.66)	(731,574.38)	37.7%
Grants and contracts	1,867,951.67	1,539,555.93	1,017,000.32	21.3%
Other revenues	7,925,183.01	6,192,605.86	10,703,524.33	28.0%
Total Operating Revenue	<u>20,670,807.33</u>	<u>18,144,600.24</u>	<u>21,604,542.59</u>	13.9%
Operating Expenses				
Salaries	7,509,889.69	6,864,273.16	7,340,388.59	9.4%
Benefits	2,434,045.15	2,204,332.30	2,230,782.87	10.4%
Utilities	(42,024.88)	(29,844.63)	(32,680.47)	40.8%
Travel	312,621.18	41,454.42	789,500.27	654.1%
Supplies and services	4,173,500.52	2,477,655.08	3,305,935.08	68.4%
Other	2,306,788.15	2,131,178.10	2,554,449.49	8.2%
Total Operating Expenses	<u>16,694,819.81</u>	<u>13,689,048.43</u>	<u>16,188,375.83</u>	22.0%
Operating Income (Loss)	<u>3,975,987.52</u>	<u>4,455,551.81</u>	<u>5,416,166.76</u>	
Other Non-operating Revenues (Expenses)				
State appropriations	445,638.00	736,638.00	736,638.00	-39.5%
Gifts	472,181.55	711,056.52	339,856.98	-33.6%
Other	263,673.36	222,214.64	206,286.08	18.7%
Debt Service Transfers	(1,530,666.15)	(1,687,858.19)	(1,666,564.62)	
Increase (Decrease) in Net Position Before Operating Transfers	<u>3,626,814.28</u>	<u>4,437,602.78</u>	<u>5,032,383.20</u>	
Operating Transfers, net	(1,580,956.30)	723,064.81	1,761,301.37	
HEERF/CARES ACT FUNDS	<u>1,207,025.27</u>	<u>83,463.45</u>	<u>-</u>	
Increase (Decrease) in Net Position	<u>\$ 3,252,883.25</u>	<u>\$ 5,244,131.04</u>	<u>\$ 6,793,684.57</u>	

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

	Current YTD December 31, 2021	Prior YTD December 31, 2020	Prior YTD December 31 2019	FY2022 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue						
Tuition and fees	\$ 5,216,020.29	\$ 5,037,494.06	\$ 6,364,641.80	\$ 11,856,988.00	44.0%	3.54%
Scholarships and fellowships	(2,762,479.32)	(2,945,927.40)	(3,152,663.48)	(6,077,716.00)	45.5%	-6.23%
Grants and contracts	50,000.00	50,000.00	56,500.00	10,000.00		
Other revenues	22,723,242.87	20,605,473.84	25,427,757.85	43,228,104.00	52.6%	10.28%
Total Operating Revenue	25,226,783.84	22,747,040.50	28,696,236.17	49,017,376.00	51.5%	10.90%
Operating Expenses						
Salaries	9,358,731.51	8,483,438.77	9,627,985.46	20,960,723.02	44.6%	10.32%
Benefits	2,947,396.43	2,724,413.45	2,868,675.19	6,595,559.46	44.7%	8.18%
Utilities	1,049,577.19	1,071,187.90	912,721.87	2,619,144.00	40.1%	-2.02%
Travel	1,335,927.49	276,151.11	1,401,333.54	2,657,128.00	50.3%	383.77%
Supplies and services	6,623,021.26	6,587,510.34	7,762,050.39	15,683,975.00	42.2%	0.54%
Other	2,098,164.70	1,061,247.97	1,350,903.79	3,145,510.00	66.7%	97.71%
Total Operating Expenses	23,412,818.58	20,203,949.54	23,923,670.24	51,662,039.48	45.3%	15.88%
Operating Income (Loss)	1,813,965.26	2,543,090.96	4,772,565.93	(2,644,663.48)		
Other Non-operating Revenues (Expenses)						
State appropriations	-	-	-	-		
Gifts	574,870.00	1,023,690.00	984,710.00	6,260,153.00	9.2%	-43.84%
Other	81,781.95	66,432.32	103,474.11	43,500.00	188.0%	23.11%
Debt Service Transfers	(825,930.94)	(4,802,971.97)	(5,951,998.29)	(10,083,990.09)	8.2%	-82.80%
Increase (Decrease) in Net Position Before Operating Transfers	1,644,686.27	(1,169,758.69)	(91,248.25)	(6,425,000.57)		-240.60%
Operating Transfers, net	3,576,852.86	3,773,961.29	449,376.57	8,716,168.00		
HEERF/CARES ACT FUNDS	4,654,091.92	484,922.33	-	-		
Increase (Decrease) in Net Position	\$ 9,875,631.05	\$ 3,089,124.93	\$ 358,128.32	\$ 2,291,167.43		

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

	Current YTD December 31, 2021	Prior YTD December 31, 2020	Prior YTD December 31 2019	FY2022 Original Budget	Current YTD % of Budget	% Increase/ (Decrease) to Prior YTD
Operating Revenue						
Tuition and fees	\$ 2,817,227.75	\$ 2,872,558.28	\$ 2,856,212.93	\$ 4,394,813.00	64.1%	-1.93%
Scholarships and fellowships	(342,741.68)	(274,850.60)	(281,519.49)	(485,676.00)	70.6%	24.70%
Grants and contracts	19,095.80	335.00	5,363.00	-		
Other revenues	656,557.92	790,793.26	868,156.60	1,832,767.00	35.8%	-16.97%
Total Operating Revenue	3,150,139.79	3,388,835.94	3,448,213.04	5,741,904.00	54.9%	-7.04%
Operating Expenses						
Salaries	3,755,080.21	3,430,685.04	3,665,690.30	7,153,326.90	52.5%	9.46%
Benefits	1,367,039.29	1,221,452.05	1,263,138.20	2,506,408.75	54.5%	11.92%
Utilities	171,412.41	146,433.46	179,221.83	342,984.00	50.0%	17.06%
Travel	113,005.12	13,679.66	144,716.72	85,298.00	132.5%	726.08%
Supplies and services	845,577.87	660,646.30	797,744.74	857,344.30	98.6%	27.99%
Other	295,192.27	304,821.05	366,230.48	1,464,126.00	20.2%	-3.16%
Total Operating Expenses	6,547,307.17	5,777,717.56	6,416,742.27	12,409,487.95	52.8%	13.32%
Operating Income (Loss)	(3,397,167.38)	(2,388,881.62)	(2,968,529.23)	(6,667,583.95)		
Other Non-operating Revenues (Expenses)						
State appropriations	3,352,158.00	2,889,243.00	3,238,860.00	6,804,312.00	49.3%	16.02%
Gifts	47,000.00	6,125.00	60,846.00	45,000.00	104.4%	667.35%
Other	11,242.91	38,500.38	45,538.33	30,150.00	37.3%	-70.80%
Debt Service Transfers	(24,973.13)	(69,104.89)	(75,272.56)	(111,704.29)	22.4%	-63.86%
Increase (Decrease) in Net Position Before Operating Transfers	(11,739.60)	475,881.87	301,442.54	100,173.76		-102.47%
Operating Transfers, net	(2,542,405.74)	1,376.45	48,190.90	-		
HEERF/CARES ACT FUNDS	155,339.51	-	-	-		
Increase (Decrease) in Net Position	\$ (2,398,805.83)	\$ 477,258.32	\$ 349,633.44	\$ 100,173.76		

Missouri State University
Statement of Net Position - unaudited
All Funds

	December 31, 2021	December 31, 2020	December 31, 2019
Assets			
Cash, cash equivalents and investments	\$ 256,754,246.04	\$ 207,447,519.88	\$ 201,729,471.09
Receivables, net of allowance for doubtful accounts	12,811,573.10	12,017,783.83	11,641,178.56
Subordinated Note Receivable	4,640,888.86	4,600,000.00	
Interfund receivables (payables)	(0.00)	-	0.00
Inventories	4,912,620.29	6,311,235.27	6,275,479.98
Other assets	(953,899.04)	(404,509.54)	1,860,196.17
Fixed Assets & CIP	1,032,683,975.26	1,018,001,633.62	992,846,708.54
Accumulated depreciation	(471,597,020.19)	(447,329,102.35)	(419,650,756.55)
Deferred outflows of resources related to pension and bonds	50,114,784.17	61,164,520.33	77,346,458.00
Total Assets	\$ 889,367,168.49	\$ 861,809,081.04	\$ 872,048,735.79
Liabilities			
Accounts payable/other	\$ 5,060,102.55	\$ 10,010,440.15	\$ 2,146,647.34
Accrued salaries	19,704,153.08	19,636,063.99	18,630,379.54
Deferred revenue	3,745,256.74	5,381,104.56	11,104,925.50
Net pension & OPEB liability	324,095,364.00	310,933,652.00	287,906,147.00
Deferred inflow of resources related to pension & OPEB	5,124,324.00	4,958,027.00	7,652,922.00
Notes, bonds and leases payable	174,309,130.83	178,417,910.66	189,375,112.61
Total Liabilities	\$ 532,038,331.20	\$ 529,337,198.36	\$ 516,816,133.99
Net Position	357,328,837.29	332,471,882.68	355,232,601.80
Total Liabilities and Net Position	\$ 889,367,168.49	\$ 861,809,081.04	\$ 872,048,735.79

V.A.

**RECOMMENDED ACTION: HEERF III Spring 2022 DISTRIBUTION PLAN
RESOLUTION**

WHEREAS, the Federal Department of Higher Education announced on May 11, 2021 the awards for the Higher Education Emergency Relief Funds III;

WHEREAS, the Springfield campus was awarded \$20,758,527 for student aid grants and the West Plains campus was awarded \$1,770,064 for student aid grants;

WHEREAS, the Springfield campus has approximately \$713,000 remaining for student aid grants and the West Plains campus has approximately \$566,000 remaining for student aid grants after providing student aid grants for the Summer and Fall 2021 semesters; and

WHEREAS, University administration for both campuses requests approval to distribute the remaining \$713,000 to Springfield campus students and the remaining \$566,000 to West Plains campus students, including a 5% contingency funded by HEERF III institutional funds, consistent with the methodology set forth in the attachment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the following Emergency Financial Assistance Grant utilization for the West Plains and Springfield campuses be approved.

Carol Silvey
Board Chair

Passed at the meeting of
February 18, 2022

Rowena Stone
Secretary to the Board

Emergency Financial Assistance Grant Summary

Summary and Eligibility

The HEERF III Emergency Financial Assistance Grant is designed to provide financial relief to students for expenses related to the disruptions due to the Coronavirus. Emergency Financial Assistance Grants will be awarded to eligible students in accordance with U.S. Department of Education guidelines. Funds will be disbursed in the approximate amount of \$748,000 for the Springfield campus and \$594,000 for the West Plains campus. Eligible recipients will be identified by the institution and awarded within one of the following grant tiers.

Tier 1: Undergraduate Pell Grant Eligible Students (“Exceptional Need Emergency Assistance Grant”)

The Exceptional Need Emergency Assistance Grant is designed to provide financial relief to our students with exceptional financial need for expenses related to the coronavirus. Exceptional Need Emergency Assistance Grants in the approximate amount of \$188 on the Springfield campus and \$940 on the West Plains campus will be automatically awarded and distributed to students who meet the following criteria:

- Currently enrolled Spring 2022 as an undergraduate student at MSU at Spring 2022 Census (February 22, 2022)

AND

- Have an expected family contribution (EFC) between 0 – 5,846.

Tier 2: Remaining Eligible Domestic Students (West Plains campus only)

The Emergency Assistance Grant is designed to provide financial relief to our currently enrolled domestic students for expenses related to the coronavirus. Emergency Assistance Grants in the approximate amount of \$660 on the West Plains Campus will be automatically awarded and distributed to students who meet the following criteria:

- Currently enrolled Spring 2022 as an undergraduate at MSU West Plains campus at Spring 2022 Census (February 22, 2022),

AND

- Has not been awarded an “Exceptional Need Emergency Assistance Grant”

**MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

Single purchase > \$250,000 from established cooperative contract

LED Videoboard for Killian Sports Complex Stadium Intercollegiate Athletics Softball	\$288,230.00 (Estimated)
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Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University requests approval to utilize OMNIA Partners Cooperative Contract Daktronics R170101 for Scoreboards and Electronic Signs, for a new LED videoboard for the Killian Sports Complex Stadium.

Athletics is seeking to upgrade Killian Stadium where the University softball team plays its regular season and hosts conference tournaments. In partnership with Greene County Parks and Recreation, Athletics has a lease agreement to play at the stadium, similar to the partnership to play at Hammons Field. Many of the conference schools that host conference tournaments have this type of scoreboard, and it would be an investment toward improving the University's gender equity commitment.

Included in the purchase price with Daktronics are equipment and software, project management, engineering and site support services, installation responsibilities, and standard warranty service with extended services for completion of the project, scheduled for May, 2022.

Greene County Parks and Recreation is investing the electrical, fiber, and other infrastructure upgrades to support the new system for an estimate of \$150,000.00. Other investors are three contributors through the University Foundation for \$138,230.00. The Sales Agreement with Daktronics is for the contract price of \$288,230.00.

Cooperative contract terms include an initial three-year period from May 1, 2017 to April 30, 2020 with options to renew for two (2) additional one-year periods through April 30, 2022.

Note: Funding to be from Greene County Parks and Recreation, and the University Foundation.

Single purchase > \$250,000 that was competitively bid

Pre-Preg Braider for Ceramic and Carbon Composite Structures Jordan Valley Innovation Center (JVIC)	\$2,348,700.00 (Estimated)
--	---------------------------------------

In response to required advertising, one bid was received for a pre-preg braider for ceramic and carbon composite structures for the Jordan Valley Innovation Center (JVIC).

Pre-preg refers to reinforcing fabric which has been pre-impregnated with a resin system. As a large-scale braiding machine, the system would be used to apply prep-preg material to various shapes and sizes of mandrels.

Core components that make up the braiding system are the braider and the traverse. The braider carries the materials and provides the braiding motion to intertwine the materials, and the traverse automatically manipulates and transports the mandrel through the braider as the materials is applied.

Needed in order to accomplish tasks in the statement of work for a federally funded program, the system is through a Cooperative Agreement with the U.S. Air Force titled *Large Scale Prototyping Development Braider for Rapid Manufacture of Affordable Composite Structures*.

Recommend award to James Gallagher, Incorporated, for procurement to be split into two phases. The braider would be purchased in phase one through existing funding for \$1,490,000.00, and the traverse would be purchased in phase two pending future federal funding for \$858,700.00.

Pricing is fixed for 120 days from date of original proposal of November 9, 2021. Based on the rate of inflation, between 120-180 days the price could increase up to 4%, and between 180-360 days the price could increase up to a total of 8%. Since funding is already available for phase one, any price increase would only impact phase two.

Note: Funding to be from Cooperative Agreement Award FA8650-21-2-5261 with the United States Air Force, paid through Case Development Braider Center for Applied Science and Engineering I02972 072008.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

FINANCE NO. ____ - ____

AUTHORIZING THE BORROWING BY MISSOURI STATE UNIVERSITY OF THE PROCEEDS OF AN ISSUE OF EDUCATIONAL FACILITIES REVENUE BONDS (MISSOURI STATE UNIVERSITY), SERIES 2022A, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI, TO REFUND CERTAIN OUTSTANDING EDUCATIONAL FACILITIES REVENUE BONDS; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH SUCH BORROWING

WHEREAS, the Health and Educational Facilities Authority of the State of Missouri (the “Authority”) has been created by and is authorized and empowered pursuant to the provisions of the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended (the “MoHEFA Act”), to issue revenue bonds for the purpose of making loans to certain “health institutions” or “educational institutions,” as defined in the MoHEFA Act, to provide funds to pay the costs of acquiring, constructing, reconstructing, repairing, altering, improving and extending “health facilities” or “educational facilities,” as defined in the MoHEFA Act, said revenue bonds to be payable solely out of the revenues of the Authority pledged in favor of the holders of said bonds; and

WHEREAS, the Authority has previously issued its Educational Facilities Revenue Bonds (Missouri State University) Series 2015 in the original principal amount of \$16,790,000 (the “Series 2015 Bonds”) to finance and refinance certain improvements to the educational facilities of Missouri State University (the “University”); and

WHEREAS, the University, is an “educational institution,” as defined in the MoHEFA Act, and has requested the Authority to assist the University in providing funds (a) to refund the Series 2015 Bonds and (b) to pay associated costs of issuance of the bonds, and the University has requested that the Authority issue its bonds and loan the proceeds thereof to the University for such purposes, all as provided for and permitted under the MoHEFA Act; and

WHEREAS, the Authority is authorized under the MoHEFA Act to issue its revenue bonds for the purposes aforesaid and the Board of Governors of the University (the “Board”) has determined that the public interest will be best served and that the purposes of the MoHEFA Act can be more advantageously obtained by the Authority’s issuance of revenue bonds in order to loan funds to the University as a means of accomplishing the foregoing; and

WHEREAS, in order to raise funds to loan to the University to accomplish the foregoing, the University has requested the Authority to issue its Educational Facilities Revenue Bonds (Missouri State University) Series 2022A (the “Bonds”), in a principal amount not to exceed \$15,000,000, to be issued under a Bond Trust Indenture (the “Bond Indenture”) between the Authority and U.S. Bank Trust

Company, National Association, as bond trustee (the “Bond Trustee”), and to make the loan to the University as provided in the herein referenced Loan Agreement; and

WHEREAS, it appears to the Board that the borrowing by the University of the proceeds of the Bonds from the Authority, and such other matters above recited are necessary and desirable and in the best interest of the University;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Governors hereby makes the following findings and determinations with respect to the University and the Bonds:

- (a) The University is a state educational institution organized and operating under the laws of the State of Missouri, and is an “educational institution” as defined in the MoHEFA Act, which operates educational facilities located in the State of Missouri;
- (b) The University has requested the Authority’s assistance in providing funds for the purposes described above;
- (c) The issuance of the Bonds for such purposes is in the public interest, will alleviate a financial hardship of the University and will result in a lesser cost of education to students, third parties and others who must pay for such educational costs; and
- (d) The Bonds will be issued for a valid purpose under and in accordance with the provisions of the MoHEFA Act.

Section 2. Borrowing. The Board hereby approves and authorizes the borrowing by the University from the Authority of the proceeds obtained from the issuance of the Bonds to refinance the Series 2015 Bonds and to pay costs of issuance of the Bonds.

Section 3. Approval of Issuance of Bonds. The Board hereby approves the issuance and sale by the Authority of the Bonds to be issued under a Bond Indenture in order to provide funds to be loaned to the University for the purposes described in the recitals hereof. The obligation of the University to make payments on the Bonds shall be a general, unsecured obligation of the University. The Bonds shall be issued in a principal amount not to exceed \$15,000,000, shall bear interest at a fixed rate of interest resulting in a true interest cost (as described in Section 108.170(7) of the Revised Statutes of Missouri) not in excess of 3.00% or a variable rate of interest, initially not to exceed 3.00% per annum, and shall have a final maturity not later than October 1, 2040. The terms of the Bonds shall be as specified in the Bond Indenture.

Section 4. Authorization and Approval of Documents. The Executive Committee of the Board (the “Executive Committee”) shall review the final terms of the Bonds and have the authority to approve the forms of documents necessary to complete the issuance of the Bonds, which shall include the Bond Indenture, which shall set forth the terms of the Bonds consistent with the terms approved by the Board, a Loan Agreement between the Authority and the University, a Tax Compliance Agreement among the Authority, the University, and the Bond Trustee, and such other documents as are deemed necessary by the Executive Committee, which may include a Commitment Agreement between the Authority, the University, and a lender or other purchaser of the Bonds, a term sheet setting forth the

terms of the Bonds, and a Placement Agreement between the University and Hilltop Securities Inc. (together, the “University Documents”), and the officers of the University are hereby authorized to execute and deliver such documents with such changes therein as shall be approved by any officer of the University executing such documents, such officer’s signature thereon being conclusive evidence of his or her approval and the Board’s approval thereof.

Section 5. Execution of University Documents. The Chair of the Board and the President, the Treasurer, or the Chief Financial Officer of the University each is hereby authorized and directed to execute and deliver the University Documents for and on behalf of and as the act and deed of the University. The Secretary of the Board is hereby authorized and directed to attest to such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.

Section 6. Further Authority. The proper officers of the University are hereby authorized, empowered and directed to do all such acts and things and to execute, acknowledge and deliver all such documents, including redemption and defeasance documents, and to pay all such fees, taxes and expenses as may in their discretion be deemed necessary or desirable in order to carry out and comply with the terms and provisions of these resolutions; and all of the acts and doings of the officers of the University which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects ratified, confirmed and approved.

Section 7. Repeal of Conflicting Resolutions. All prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

Section 8. Effective Date. These resolutions shall take effect and be in full force immediately upon their adoption by the Board.

ADOPTED by the Board of Governors of Missouri State University the 17th day of February, 2022.

Chair of the Board

Passed at Meeting of
February 17, 2022

Secretary of the Board

* * *

VI.A.

RECOMMENDED ACTION – Approval of Real Estate Contract for the purchase of a 0.09 acre parcel of land directly north of Property at 530 North Boonville in Springfield, Missouri.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the Board enter into the attached Real Estate Contract for the purchase, in fee simple absolute title, of certain real estate located directly north of Property at 530 North Boonville, Springfield, Missouri for the amount of One Dollar (\$1.00).

BE IT FURTHER RESOLVED that the administration of the University, including the Vice President for Administrative Services, is delegated the authority to negotiate and execute any and all other agreements and documents necessary that are in furtherance of and consistent with the terms of this Agreement.

VOTE: **AYE**_____

NAY_____

COMMENTS:

The property is .09 acres located within IDEA Commons, directly north of Roy Blunt Jordan Valley Innovation Center. The property will be utilized by the university for future expansion of Jordan Valley Innovation Center with an approximately 11,600 square foot facility to serve the dual purpose of housing a braider system and creating an advanced composite materials (ACMs) learning lab and classroom. The commercial-scale braider will provide a unique learning tool for ACMs workforce training.

City Council approved the contract on January 24, 2022.

The Real Estate Contract has been reviewed and approved by University General Counsel.

CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, the City Council of the City of Springfield, Missouri adopted Special Ordinance 27637 on ^{January 24}_____, 2022, authorizing the City Manager to enter into an Agreement with Missouri State University to convey certain property to the University; and

WHEREAS, Missouri State University seeks to utilize the City-owned property as part of its effort to continue to develop the Idea Commons, an urban research and development park concentrating on scientific and creative enterprises; and

WHEREAS, the specific property referenced which Missouri State University seeks to acquire is a 0.09 acre parcel of land located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville; and

WHEREAS, the sale and purchase of this property has been authorized by the City Council of the City of Springfield, Missouri and the Board of Governors of Missouri State University.

NOW THEREFORE, in consideration of the mutual covenants it is agreed to as follows:

1. **PARTIES.** This contract is made by and between the City of Springfield, Missouri ("Seller"), a municipal corporation, and the Board of Governors of Missouri State University ("Buyer"), effective as of this _____ of _____, 2022 ("Effective Date").
2. **PURCHASE PRICE.** The purchase price for the sale of the property is the amount of One Dollar (\$1.00) and other valuable consideration as set forth in this agreement.
3. **PROPERTY.** The Buyer has offered to buy, and the Seller is willing to sell, on the terms and conditions set forth in this Contract, the 0.09 acres of real property located adjacent to, and directly north of, property already owned by the Board of Governors of Missouri State University at 530 North Boonville ("Property"), and more particularly described in Exhibits A and B which are attached and incorporated by reference, by special warranty deed, free and clear from any liens and encumbrances created by Seller, subject to recorded setback lines and easements, and subject to the terms and conditions set forth in this Contract.
4. **CONTINGENCIES.** This Contract and obligation to purchase the property is subject to the following contingencies, and Buyer may elect to declare this agreement null and void prior to the closing without any obligation or liability to Seller if:
 - (a) A survey or inspection of the property by Buyer discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, that are unacceptable to Buyer.

- (b) Sale of this property is not approved by the City of Springfield's Planning and Zoning Commission and City Council.
- (c) Purchase of this property is not approved by the Board of Governors of Missouri State University.
- (d) The title insurance commitment referred to in paragraph 9 of this agreement fails to show merchantable title in Seller or shall contain exceptions unacceptable to Buyer.

5. SELLER'S REPRESENTATIONS. Seller represents to Buyer, as follows:

- (a) Seller has limited knowledge of the environmental condition of the Property. Seller has not placed any underground tanks, toxic or hazardous substances, or dumpsites on the Property during its ownership of the Property.
- (b) The Property is not subject to any real estate listing agreement or other agreement providing for a real estate commission.
- (c) There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.
- (d) The Seller has full authority to enter this Contract, and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties.
- (e) To the knowledge of Seller, there are no legal proceedings pending which involve the Property.
- (f) These representations are continuing and will be true at closing, unless Seller has given the Buyer notice of the contrary in writing prior to closing.

6. ENVIRONMENTAL. During the Inspection Period, Buyer may, 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, Buyer will provide, at a minimum, the executive summary of its report to Seller. Buyer will not be obligated to proceed with purchasing the Property in the event the environmental investigation shows the presence of hazardous substances on the property, unless Buyer and Seller subsequently enter into a written amendment of this agreement relating to the removal and payment of the cost of removal of such substances.

7. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is included in the definition of Hazardous Substance.

8. ADDITIONAL TERMS AND CONDITIONS

- (a) The Buyer agrees to construct a scientific laboratory and training facility ("Facility"), consistent with the Idea Commons Plan of the City, on the Property. The Buyer estimates that this facility will create an additional 10-15 high-paying, full-time jobs within the City and will provide training to approximately 40 trainees for high-tech careers within the first two years of its operation and approximately 100 such trainees within the first five years of its operation.
- (b) If the Buyer does not begin construction of the Facility within 48 months of the Closing Date, the Buyer must, if Seller so demands, sell the Property back to the Seller for \$1. The Parties agree that Seller's receipt of the \$1 sale price and the transfer of the Property back to the Seller will be the sole remedies for any failure of Buyer to begin construction of the Facility as outlined above. Seller will have no other remedies under law or equity for such failure of Buyer under this Agreement.

9. CLOSING AND POSSESSION. The "Closing" is the recording of the Seller's special warranty deed and the payment of the purchase price by the Buyer, which shall occur on or before April 1, 2022, provided that all contingencies and conditions in this Contract have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded. The Buyer shall take possession of the property at the time of closing.

10. CLOSING PROCEDURES.

- (a) The Buyer will order necessary title information within ten (10) days of the Effective Date at the sole cost and expense of the Buyer. The Buyer shall

obtain a commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

- (b) The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any encumbrances as provided in this Contract, subdivision restrictions, setback lines, and easements of record as of the Effective Date, and the lien of current year's taxes.
- (c) The Buyer may, at the Buyer's expense, obtain a survey of the Property.
- (d) The Buyer may, at Buyer's expense, have the title commitment examined, and if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the Buyer may waive any objections and close, or elect to terminate the Contract. At the Closing, the Seller shall deliver the special warranty deed, along with all other documents reasonably necessary to complete the Closing and which the Title Company requires to issue the Title Insurance Policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Seller will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

11. **TAXES AND UTILITIES.** The Buyer and Seller are both tax exempt; thus, no real estate taxes are applicable to this Contract. The property has no utility services; thus, no transfer of utility services is necessary, and no utility costs are applicable to this Contract.

12. **VERIFICATION OF CONDITION.** The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

- (a) The Seller has complied with Seller's obligations; and
- (b) Any contingency or defect of title has been resolved.

13. **REMEDIES ON DEFAULT.** The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by either party in the Circuit Court of Greene County, Missouri.

14. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract shall be merged into any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the warranties, obligation, and covenants of this Contract, which shall survive the closing.
15. **NOTICE.** All notices required or permitted by this Contract and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party. Notice may also be given by any combination of the above methods.

(a) The date of notice shall be whichever of the following first occurs:

1. The date upon which notice is hand-delivered to the receiving party;
2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;
3. The third day following mailing of the notice.

(b) Notices to the Seller shall be addressed to:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Manager

With a copy to:
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801
Attention: City Attorney

(c) Notices to the Buyer shall be addressed to:

Matthew D. Morris
Vice President for Administrative Services

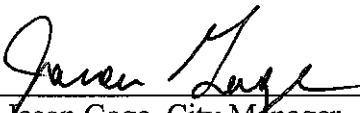
Missouri State University
901 South National Avenue
Springfield, Missouri 65897

16. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit or describe the scope or intent of the Contract of any provision hereof.
17. **VENUE AND JURISDICTION.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
18. **TIME.** Time is of the essence in the performance of the obligations of the parties under this agreement.
19. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring to this Contract and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

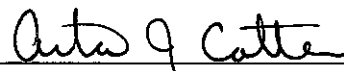
SELLER:

CITY OF SPRINGFIELD, MISSOURI

By 
Jason Gage, City Manager

Date: 1-28-22

ATTEST:


Anita J. Cotter, City Clerk

APPROVED AS TO FORM:


Jill Burris (Jan 28, 2022 11:18 CST)
ASSISTANT CITY ATTORNEY



BUYER:

BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY

By _____
Matthew D. Morris, VP for Admin. Servs.

Date _____

APPROVED AS TO FORM:

GENERAL COUNSEL

Exhibit A
Property Legal Description

EXHIBIT A

All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's First Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

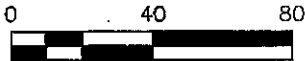
Exhibit B
Property Survey

[illegible]

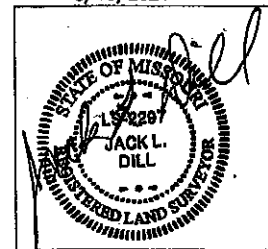
All of the South thirteen (13) feet of Lot 1 and the South thirteen (13) feet of the private alley and all of the North thirteen (13) feet of the South thirty-eight (38) feet of Lots 3 through 9 of F.S. Heffernan's Flrat Subdivision, according to the recorded plat thereof. Containing 3725.2 square feet (0.09 acres).

I, Jack L. Dill, a licensed Professional Land Surveyor in the State of Missouri, certify that I have done the survey shown and the information is true and correct to the best of my knowledge and belief. This survey conforms to the Missouri Survey Standards for boundary surveys.

● = 5/8" rebar and alum. cap set
O = monument found as noted
P = Platted dimension
D = Deeded dimension



8/18/2021



DRW BY: Jack Dill
DRW DATE: 08/18/2021
SURVEY SECTION

Boundary Survey—Boonville/Tampa
City of Springfield/MSU
F.S. Heffernan's 1st Sub.



**CITY OF
Springfield
PUBLIC WORKS**

VI.B.

RECOMMENDED ACTION – Approval to increase the total annual expenditure for the remaining renewal available for the job order contracting services – mechanical, electrical, and plumbing repair and replacement contracts.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors of Missouri State University that the total annual expenditure for projects under the FY19 job order contracting services – mechanical repair and replacement contract approved at the June 22, 2018, Board of Governors meeting be increased to a total annual limit of Seven Hundred Fifty Thousand and 00/100ths (\$750,000.00) be accepted and approved.

BE IT RESOLVED by the Board of Governors of Missouri State University that the total annual expenditure for projects under the FY19 job order contracting services – electrical and plumbing repair and replacement contract approved at the June 25, 2018, Administrative Council meeting be increased to a total annual limit of Six Hundred Thousand and 00/100ths (\$600,000.00) be accepted and approved.

BE IT FURTHER RESOLVED that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design and Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The intent of these previously approved contracts is to accomplish construction projects that are minor in nature, with the maximum expenditure per project not to exceed \$95,000. Work under this contract may be done on university properties located in Douglas, Camden, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

Additionally, after issuing the last of three available renewals for the FY19 job order contracting services – mechanical, electrical, plumbing, and insulation repair and replacement contracts it was determined that the expiration date of these contracts should be extended to October 31, 2022, in lieu of June 30, 2022. The summer semester is a busy season for work requests that fall under these contracts. The fall semester is ideal timing for the annual contracts to go into effect due to the timing of such work requests.

After issuing the last of three available renewals for these contracts, it was determined that the annual limit should be increased to meet the needs of the University. The annual limit of these contracts has been met the last two years requiring suspension of any further requests at the end of each fiscal year. It is recommended that the cumulative total of all individual projects awarded under this contract be increased per fiscal year. If approved, this increase would be implemented with the third and final

renewal, which will be effective until October 31, 2022, due to the extension of contract time and maintenance needs.

VII.A.

**MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2021 TO 1/31/2022**

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	NON-GIFT INCOME*	TOTAL 07/01/2021 TO 1/31/2022	TOTAL 07/01/2020 TO 1/31/2021
ALUMNI	\$75,422	\$1,021,769	\$855,332	\$34,200	\$356,412	\$2,343,135	\$3,577,888
FRIENDS	13,354	2,042,316	729,107	25,900	285,284	\$3,095,961	3,438,830
PARENTS	2,340	55,186	16,842	191	53,450	\$128,009	113,804
FOUNDATIONS	4,100	1,719,120	134,285	0	14,550	\$1,872,055	2,716,282
ORGANIZATIONS	42,756	652,935	1,657,946	5,536	4,400	\$2,363,573	4,577,500
BUSINESSES	53,603	753,284	154,150	156,108	946,766	\$2,063,911	3,677,441
GIFT TOTAL	<u>\$191,575</u>	<u>\$6,244,610</u>	<u>\$3,547,662</u>	<u>\$221,935</u>	<u>\$1,660,862</u>	<u>\$11,866,644</u>	<u>\$18,101,745</u>

**Per the Tax Cuts and Jobs Act, the US Tax reform bill signed into law effective in 2020, 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 07/01/2021 TO 1/31/2022	TOTAL 07/01/2020 TO 1/31/2021
DEFERRED GIFTS	0	830,000	1,670,000	0	\$ 2,500,000	\$ 2,618,501

GRAND TOTAL FOR TESTAMENTARY GIFTS YET TO BE RECEIVED: \$71M

	NUMBER OF DONORS 7/1/2021 TO 1/31/2022	NUMBER OF DONORS 7/1/2020 TO 1/31/2021
ALUMNI	4,422	4,568
FRIENDS	9,131	8,733
PARENTS	586	793
FOUNDATIONS	42	40
ORGANIZATIONS	214	153
BUSINESSES	608	485
TOTAL	<u>15,003</u>	<u>14,772</u>

**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		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 21	5,910	\$149,137	51	\$222,020	5,961	\$371,157	42,994	\$5,735,054	FY 21
	FY 22	6,098	\$135,720	56	\$233,047	6,154	\$368,767	46,527	\$5,372,290	FY 22
Special Campaigns	FY 21	17	\$4,480	3	\$275,500	20	\$279,980	584	\$4,761,061	FY 21
	FY 22	13	\$4,580	2	\$50,511	15	\$55,091	777	\$3,206,518	FY 22
One Time Gifts	FY 21	0	\$0	6	\$1,890,302	6	\$1,890,302	80	\$7,605,630	FY 21
	FY 22	0	\$0	16	\$407,908	16	\$407,908	132	\$3,287,836	FY 22
TOTALS	FY 21	5,927	\$153,617	60	\$2,387,822	5,987	\$2,541,439	43,658	\$18,101,745	FY 21
	FY 22	6,111	\$140,300	74	\$691,466	6,185	\$831,766	47,436	\$11,866,644	FY 22

VIII.

RECOMMENDED ACTION - Resolution authorizing closed meeting

The following resolution was moved by _____ and seconded
by _____:

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